



Common Council

335 South Broadway

Regular Meeting

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

Agenda

Tuesday, February 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 **February 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 February 3, 2015 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the License Committee on an Application for "Class C" Wine License submitted by Luna Coffee, LLC.
6. Recommendation from Finance/Personnel Committee to Enhance Wellness Program (i.e. purchasing exercise equipment and hiring exercise instructor
7. Recommendation from Finance/Personnel Committee to Switch to M3 Insurance for Risk/Liability Broker Services.
8. Ordinance #15-08, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
9. Ordinance #15-09, Moving Weights and Measures Regulations to Chapter 106 De Pere Municipal Code and Delegating Enforcement Authority to City Sanitarian.
10. Ordinance #15-10, Creating Section 106-4(b), De Pere Municipal Code Regarding Health Department Licensing under Department of Health Services and Department of Agriculture, Trade and Consumer Protection and Related Matters.
11. Ordinance #15-11, Amending Chapter 106 De Pere Municipal Code Regarding Special Events and Penalties.
12. Resolution #15-19, Authorizing Certain Fees for Health Department Services.
13. Resolution #15-20, Setting Fee for Special Event Permit.
14. Resolution #15-21, Authorizing Memorandum of Agreement Between the City of De Pere and Downtown De Pere, Inc., d/b/a Definitely De Pere for Coordination Services Relating to Summer Celebration Music Series.
15. Resolution #15-22, Authorizing Agreement for Consulting Services Between the City of De Pere and Professional Service Industries, Inc. (2015 Construction Materials Testing and Soil Boring).

16. Resolution #15-23, Authorizing Agreement for Contractor Services Between the City of De Pere and Feaker & Sons, Inc. (West Business Park Swale).
17. Resolution #15-24, Authorizing Submission of Wisconsin Department of Natural Resources Urban Nonpoint Source & Storm Water Program Construction Grant Application.
18. Appointments to various boards and commissions by Mayor Walsh.
19. Voucher Approval.
20. Operator License Applications.
21. Future agenda items.
22. 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.

23. Consideration of disposition of 102 N. Broadway (Creviere Commons site). (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.

24. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, 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

Park Patel, Luna Coffee and Roastery

Allyson Watson, Definitely De Pere

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: February 17, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Jeni Dupont

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

ATTACHMENTS:

- 2-03-2015 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, February 3, 2015

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on February 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.
3. Approval of the Minutes of the January 20, 2015 Common Council Meeting.

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

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

Aldersperson Bauer announced the lineup for Celebrate De Pere: The Romantics on Saturday, Lonestar on Sunday, and Lee Greenwood on Monday.

Aldersperson Rafferty announced that East De Pere High School is hosting a night of education on the dangers of social media on February 11th at 7:00 p.m. in the auditorium.

5. Recommendation from the Board of Park Commissioners to accept the photo project donation from Nicole Reetz.

Parks Director Marty Kosobucki explained that Park Superintendent Don Melichar worked with the photographer; she volunteered to help the department to create a catalog of parks and shelters in the City of De Pere.

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

6. Recommendation from the Board of Park Commissioners to accept and acknowledge a Project Proposal for Markers on the Preserve Trail from an Eagle Scout

Parks Director Marty Kosobucki explained that the project is two-thirds of the way done and that the City will finish the project in spring. The Eagle Scout who started the project

Attachment: 2-03-2015 Common Council Minutes (3112 : Approval of the Minutes of the February 3, 2015 Common Council Meeting.)

is Jacob Dorsch. Alderperson Rafferty stated that she will abstain from voting on this item.

RESULT: ADOPTED [7 TO 0]
MOVER: Jim Kneiszel, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch
ABSTAIN: Lisa Rafferty

7. Resolution #15-17, Ratifying Amendment to Agreement for Consultant Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Phase II - 102 North Broadway).

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

8. Resolution #15-18, Designating Former WisDOT Bridge Approach as Park Property.

City Administrator Larry Delo explained that the Park Board will have to take action in the future to structurally change anything in the park and that the approval of this resolution simply transfers control of the property to the Park Board for future action.

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

9. Voucher Approval.

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

10. Operator License Applications.

CITY OF DE PERE - FEBRUARY 3, 2015					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	DONHAM, BOBBI JO	1626 WINDSOR DR., APT. 3	GREEN BAY	WI	54302
2	FALKNER, JACKLYN M.	1371 PONDERESA AVE.	GREEN BAY	WI	54313
New Operator License Applications for the 2014-2016 Licensing Period					
1	CHAPMAN, SHANA A.	1112 REBER ST.	GREEN BAY	WI	54302
2	CLOSSON, DEAN A.	527 N. ERIE ST.	DE PERE	WI	54115
3	GONNERING, NICHOLAS D.	985 N. BROADWAY ST., APT. 54	DE PERE	WI	54115
4	HEINE, TONI L.	1745 LAKESHORE DR.	MENASHA	WI	54952
5	MILLER, RACHEL A.	2584 INDIAN HILL DR.	GREEN BAY	WI	54313
6	OLEJNICZAK, PAUL W.	414 S. ERIE ST.	DE PERE	WI	54115
7	ROBINSON, SUSAN C.	2922 PACKERLAND DR.	GREEN BAY	WI	54313

Alderperson Bauer moved, seconded by Alderperson Raasch to deny Previously Tabled Operator License Applications #1 and 2. Upon vote, motion carried unanimously.
Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License Applications #1-7. Upon vote, motion carried unanimously.

11. Future agenda items. None.
12. Consideration of Summer Camp Claims.
 - A. Action, if any, on Summer Camp Claim.
 - B. Action, if any, on request for Summer Camp refund.

Aldersperson Raasch moved, seconded by Aldersperson Crevier to enter into closed session at 7:41 p.m. Upon roll call vote, motion carried unanimously. Aldersperson Kneiszel moved, seconded by Aldersperson Raasch to return to open session at 8:13 p.m. Upon roll call vote, motion carried unanimously.

Aldersperson Raasch moved, seconded by Aldersperson Kneiszel to deny the summer camp claim. Upon vote, motion carried unanimously.

13. Adjournment. Aldersperson Bauer moved, seconded by Aldersperson Crevier to adjourn the meeting at 8:14 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: February 17, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on an Application for
"Class C" Wine License submitted by Luna Coffee, LLC.

ATTACHMENTS:

- Liquor License Application for Luna (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Feb 18, 2015 20 15 ;
ending June 30 20 15TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } DE PERE
☒ City ofCounty of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

1. The named
- ☐
- INDIVIDUAL
- ☐
- PARTNERSHIP
- ☒
- LIMITED LIABILITY COMPANY 1-2
-
- ☐
- CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- LUNA COFFEE LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>PRESIDENT MARK PATEL</u>	<u>4351 ORGAMERY RD</u>	<u>DE PERE 54115</u>
Vice President/Member	<u>VICE PRESIDENT ANGELA PATEL</u>	<u>134 E. WHITNEY ST.</u>	<u>GREEN BAY 54301</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Mark Patel</u>		
Directors/Managers			

3. Trade Name
- LUNA COFFEE AND ROASTERY
- Business Phone Number
- 920-336-1557
-
4. Address of Premises
- 330 MAIN AVE
- Post Office & Zip Code
- DE PERE 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 12/99 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
- CAFE AND OUTDOOR SEATING, BASEMENT STORAGE

10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?
- ☒
- Yes
- ☐
- No

(b) If yes, under what name was license issued? LUNA COFFEE AND ROASTERY

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]
- ☒
- Yes
- ☐
- No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]
- ☒
- Yes
- ☐
- No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?
- ☒
- Yes
- ☐
- No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 27 day of January, 20 15[Signature]
(Clerk/Notary Public)My commission expires May 31, 2015[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>1-27-15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from Finance/Personnel Committee to Enhance Wellness Program (i.e. purchasing exercise equipment and hiring exercise instructor)

Note: The Finance/Personnel Committee approved the following recommendations.

According to the American Medical Association and the Centers for Disease Control, approximately 75 cents of every dollar on healthcare in this country is spent on treatment of a disease that could have been prevented. If we can help assist our employees to make better choices, regarding things such as diet and exercise, the potential cost saving is large. That's where wellness programs come in.

We currently offer a voluntary wellness program which rewards employees for their participation in the program. There are a number of ways in which employees can participate. Some of them include:

- Participation in an educational seminar
- Wellness challenges (i.e. biggest loser campaign, etc.)
- Exercising
- Attending a nutritional class (i.e. weight watchers)
- Receiving preventative care (i.e. flu shot, physical, eye exam, etc.)
- Partaking in screenings (i.e. body fat measured, blood pressure)

We also allow our employees and their immediate family members to receive a 25% discount on any exercise based class that is offered by the Park, Recreation and Forestry Department.

I am asking for approval to enhance our wellness program further. Probation and Parole is moving out of the office they have been using in the basement of City Hall. I would like to use that space for employees to exercise. (The Police Chief will use the space periodically for employee training as well.) I am proposing that we be allowed to purchase some small exercise equipment (i.e. yoga mats, exercise balls, exercise videos, hand weights). The costs for these items would not exceed \$2,000.

We also have employees that are interested in taking an exercise class after work. We are looking at using an instructor that teaches through the Park department. Being that we have

Police Officers and Fire Fighters that work varying days of the week it is difficult to get employees to pay towards taking a class when they wouldn't be able to attend on a regular basis. Therefore, I am proposing the City pay for an instructor to teach a class a few days a week. This would be on a trial basis and would only continue if we would have a good amount of employee participation. The cost for an instructor would be around \$50-80 week.

The wellness expenses are paid for out of the health insurance fund. We have been spending around \$1,500 per year to run our wellness program. I will be working in the near future with our wellness team to set up a yearly wellness budget within the health fund. We will also be working this year to set up a program to have employees and their spouses participate in Personal Health Assessments (PHA's), also known as an HRA's. Approval for both of those items will come back before you for approval before they are formalized.

If you have any questions, please feel free to contact me at 339-4045.

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: February 17, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from Finance/Personnel Committee to Switch to M3 Insurance for Risk/Liability Broker Services.

Note: The Finance/Personnel Committee approved recommendation to change brokers.

Currently we use Arthur J. Gallagher and Co. as our risk/liability broker. I am recommending changing to M3 Insurance. You may recall that in July of 2014 we changed to M3 Insurance for benefit broker services. We couldn't be more pleased with the level of service we are receiving on the benefit side. Below outlines the advantages of changing brokers for risk/liability services. These are additional benefits that we are not currently receiving.

Joint Strategic Planning with Benefit Providers

- Having our benefits broker and risk/liability broker at the same company would allow costs to be controlled through coordination of worker's compensation, wellness, health, dental, disability, and EAP providers.
 - A vendor summit will be held with these providers to plan service coordination

Senior Risk Manager and Experienced Staff

M3 employs a Senior Risk Manager that would be able to assist us with our safety needs which are in need of attention. Listed below is who would be assigned to the City.

- Ted Hayes, CSP, MSE. Senior Risk Manager. 30 years of experience in Municipal Safety
- Marty Malloy, MS, ARM-P, CPCU. Account Executive. 26 years of experience in Municipal Risk Management
- Renee Walsh, CISR. Account Manager. 15 years of experience in Municipal Risk Management

Municipal Safety Services

- Development of Municipal Safety Program, including a comprehensive municipal safety manual.
- Safety training coordinated with the insurance company and prioritized by leading causes of loss.
- Development of an accident investigation program, training, and a risk manager attending safety committee meetings.

Municipal Claim Service

- M3 will navigate all claims (with the exception of worker's compensation) through the insurance company.

Legal

- M3 employs legal staff that can be used when legal questions arise regarding specific risk management issues.

I checked references with other public sector entities that use M3 for risk/liability services. Everyone noted they are very pleased with their level of service and feel they offer a lot of additional value, especially the value that is added by employing their own Risk Manager. I spoke specifically with a public sector entity that previously worked Arthur J. Gallagher and now works with M3 Insurance. They feel M3 provides a lot of additional value.

Currently we pay Arthur J. Gallagher by a combination of fees and commissions. The rates are determined by the policies and the amount per policy is the same for all risk/liability brokers. Therefore, all rates for these services are the same for whoever you use. It all comes down to the type of services they can provide. Our liability policy renews each year on June 1st. I recommend switching to M3 Insurance effective June 1, 2015. They would work with the City free of charge up until that time to get everything in line for the June 1st renewal.

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Ordinance #15-08, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

Items for the Board of Public Works:

1. Speed Limit Changes - Staff has reviewed the ordinance and found several areas requiring modifications in the code. Specifically the following items need to be updated:

Street	From	To	Change
STH 41	N. City Limits	S. City Limits	Code lists speed as 55 mph. Speed limit is set by the State at 65 mph
Eighth (Northbound)	Ash	Business "41"	Code lists speed as 45 mph. Change to 25 mph with the construction of the roundabout.
CTH "PP"	Greenleaf Road - STH "57/32"	S. City Limits	Code lists this as 45 mph. Delete this line. The speed limit has changed with the CTH PP reconstruction as shown on the next three lines
CTH "PP"	Greenleaf Road - STH "32/57"	O'Keefe Road	45 mph
CTH "PP"	O'Keefe Road	1300 Feet South of Prosper	35 mph
CTH "PP"	Rockland Road	S. City Limits	45 mph
Broadway - STH "57/32"	Cook	Merrill	Code lists this entire section as 35 mph. This should be deleted and changed to the two lines below base on what is in the field.
Broadway - STH "57/32"	Cook	Bomier	35 mph
Broadway - STH "57/32"	Bomier	Merrill	25 mph
Main - CTH "G"	Lawrence	USH "41"	This section is 35 mph. The limit should be changed from USH "41" to Midvalley to reflect changes in the City boundary.
Scheuring - CTH "F"	USH "41"	Patriot Way	Code lists this section as 35 mph. Change the boundary from Patriot Way to Suburban to reflect the 25 mph posted speed in the field.

Webster - CTH "X"	Lebrun	N. City Limits	Code lists this section as 35 mph. Change to 30 mph to reflect the posted speed in the field.
Glory Road	Ashland Avenue (Business Hwy. 41)	N. City Limits	Code lists this section as 15 mph. The street was reconstructed in 2010. Change to 25 mph

Recommendation: The code changes be forward to the Common Council.

2. Grant Street Parking - SNC requested that the signage for parking be updated since the International School is no longer at 405 Grant. Specifically, the following changes need to be made:
 - Change Grant Street (south side) from 4th Street to 152 feet west from "Loading Zone during School Hours" to "2-Hour Parking 9:00 AM to 6:00 PM, Mon.-Sat."

Recommendation: The code changes be forward to the Common Council.

ATTACHMENTS:

- Ord15-08 (DOCX)

ORDINANCE #15-08

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

Section 1: §150-23, Schedule A (Speed Limits) is hereby amended as follows:

DELETION

Speed Limits		
Street	From	To
<i>55 Miles per Hour</i>		
STH 41	N. City Limits	S. City Limits
<i>45 Miles per Hour</i>		
Eighth (Northbound)	Ash	Business "41"
CTH "PP"	Greenleaf Road – STH "57/32"	S. City Limits
<i>35 Miles per Hour</i>		
Broadway – STH "57/32"	Cook	Merrill
Main – CTH "G"	Lawrence	USH "41"
Scheuring – CTH "F"	USH "41"	Patriot Way
Webster -CTH "X"	Lebrun	N. City Limits
<i>15 Miles per Hour</i>		
Glory Road	Ashland Avenue (Business Hwy. 41)	N. City Limits

ADDITION

Speed Limits		
Street	From	To
<i>65 Miles per Hour</i>		
STH 41	N. City Limits	S. City Limits
<i>45 Miles per Hour</i>		
CTH "PP"	Greenleaf Road – STH "32/57"	O'Keefe Road
CTH "PP"	Rockland Road	S. City Limits
<i>35 Miles per Hour</i>		
CTH "PP"	O'Keefe Road	1300 Feet South of Prosper
Broadway – STH "57/32"	Cook	Bomier
Main – CTH "G"	Lawrence	Mid Valley Drive
<i>30 Miles per Hour</i>		
Webster - CTH "X"	Lebrun	N. City Limits

Street	From	To
<i>25 Miles per Hour</i>		
Eighth (Northbound)	Ash	Business "41"
Broadway – STH "57/32"	Bomier	Merrill
Scheuring – CTH "F"	USH "41"	Suburban Drive
Glory Road	Ashland Avenue (Business Hwy. 41)	N. City Limits

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

DELETION

<i>Loading zone during school hours</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Grant	S	4 th Street	152/W

ADDITION

<i>Two-hour parking 9:00 a.m. – 6:00 p.m. Mon.-Sat.</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Grant	S	4 th Street	152/W

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 publication.

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

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

MEETING DATE: February 17, 2015

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Ordinance #15-09, Moving Weights and Measures Regulations to Chapter 106 De Pere Municipal Code and Delegating Enforcement Authority to City Sanitarian.

Currently the State of Wisconsin Department of Ag, Trade and Consumer Protection is conducting inspections for Weights and Measures. This agreement was put in place with the State due to the health department's Sanitarian vacancy. This ordinance will allow for the City Sanitarian to resume inspections and enforcement of state codes related to Weights and Measures. This ordinance was reviewed and approved at the Finance Committee on 2/10/2015.

ATTACHMENTS:

- Ord15-09 (DOCX)

ORDINANCE #15-09

MOVING WEIGHTS AND MEASURES REGULATIONS TO
CHAPTER 106 DE PERE MUNICIPAL CODE AND
DELEGATING ENFORCEMENT AUTHORITY TO CITY SANITARIAN

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

SECTION 1: Section 110-7(b), *Appointment of inspectors*, is hereby amended by deleting “State of Wisconsin Department of Agriculture, Trade and Consumer Protection” and inserting “City Sanitarian”.

SECTION 2: Section 110-7, **Weights and measures regulations**, is hereby amended by moving the provisions to Section 106-4(a) of this Code.

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

SECTION 4: This ordinance shall take effect on and after July 1, 2015.

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

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

Attachment: Ord15-09 (3106 : Ordinance #15-09, Moving Weights and Measures Ordinance)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2015

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Ordinance #15-10, Creating Section 106-4(b), De Pere Municipal Code Regarding Health Department Licensing under Department of Health Services and Department of Agriculture, Trade and Consumer Protection and Related Matters.

The attached ordinance gives authority for the Health Department (specifically the Sanitarian) to license, charge fees and inspect Department of Health Services establishments which includes restaurants, hotels/motels, bed/breakfasts, swimming pools, tattoo parlors, campgrounds, and recreation/education camps. This ordinance also covers the authority to license, charge fees and inspect the Department of Agriculture Trade and Consumer Protection establishments which includes any retail food establishments. This program was last implemented through the health department in 2012, but due to staff vacancies, needed to be implemented at the state level utilizing State Sanitarians. This license year begins locally on July 1st, 2015; however, the program needs to be in place by April 1st to accommodate any local business for 15 month licenses. Lastly, this ordinance allows for the revision of any unnecessary repetition in Chapter 74 (General Public Health) to align more appropriately with current statute and the content of this ordinance. This ordinance was reviewed and approved at the Finance Committee meeting that was held 2/10/2015.

ATTACHMENTS:

- Ord15-10 (DOCX)

ORDINANCE #15-10

CREATING SECTION 106-4(b) DE PERE MUNICIPAL CODE
REGARDING HEALTH DEPARTMENT LICENSING UNDER
DEPARTMENT OF HEALTH SERVICES AND DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION AND RELATED MATTERS

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

SECTION 1: **Section 106-4, Licenses required under this Chapter**, is hereby created.

SECTION 2: Section 106-4(b), *Health Department licensing under Department of Health Services and Department of Agriculture, Trade and Consumer Protection*, is hereby created to read as follows:

(1) *Definitions.*

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

- A. Health Officer means the person appointed under §74-2 of this Code, or that person's designee.
- B. License/permit means licenses/permits authorized through agent status with the State of Wisconsin under Wis. Stats. §§97.41 and/or 254.69.

(2) *License/permit required.*

No person shall operate or open for public use, such business or use as set forth in (3) and (4) of this section without the proper license/permit. All license/permit fees shall be as determined by resolution of the common council, which may also include but are not limited to re-inspection fees, late fees, penalties and fees for expedited process.

(3) *Agent Status.*

The Health Department, as agent of the state, shall collect fees, issue licenses and permits, inspect and enforce all provisions of the following state administrative codes and all amendments thereto, which are incorporated by reference:

- A. Retail food establishments, Wis. Admin. Code ATCP Chapter 75 and Chapter 75 Appendix.
- B. Swimming pools, Wis. Admin Code DHS Chapter 172.

- C. Tattoo and body piercing, Wis. Admin. Code DHS Chapter 173, except practitioner's license, which is issued by the State of Wisconsin.
 - D. Recreational and educational camps, Wis. Admin. Code DHS Chapter 175.
 - E. Campgrounds, Wis. Admin. Code DHS Chapter 178.
 - F. Hotels, motels and tourist rooming housing, Wis. Admin. Code DHS Chapter 195.
 - G. Restaurants, Wis. Admin Code DHS Chapter 196 and Chapter 196 Appendix, except certified food manager license, which is issued by the State of Wisconsin.
 - H. Bed and breakfast establishments, Wis. Admin. Code DHS Chapter 197.
 - I. Vending of food, Wis. Admin. Code DHS 198, inspections only (State of Wisconsin issues license).
- (4) *Local regulations adopted*, is hereby created to read as follows:
- A. *Taverns*. All premises issued a Class B or Class C liquor, fermented malt beverage, or wine license under Chapter 125 Wis. Stats. and chapter 122 of this code shall also obtain a tavern license from the Health Department.
- (5) *Inspections*.
The Health Officer shall inspect all business operations subject to this section as provided in the administrative codes referenced herein.
- (6) *Penalty Provisions*.
Any person who violates any provision of this section shall, in addition to any corrective actions required by the Health Officer and in addition to any suspension or revocation of the license or permit, be subject to such forfeiture as is established by resolution of the council. Each day the violation is allowed to continue shall constitute a separate violation.
- (6) *Suspension, Revocation or Non-renewal of License*.
- A. *Emergency powers of Health Officer*. Whenever the Health Officer has reasonable cause to believe that any food, sanitary condition, equipment, premises or method of operation thereof creates a danger to the public health, the Health Officer may pursuant to Wis. Stats. §§196.06(3)(a) and 254.85, issue a temporary order prohibiting the sale or movement of food for any purpose, or an order prohibiting the continued operation of the premises or any part thereof which creates the immediate danger to health. The Health Officer may suspend any license without notice whenever the licensed premises constitutes an immediate health hazard.

B. Suspension, revocation or non-renewal of license.

- i. Except as otherwise provided by state law or city ordinance, any license issued under this ordinance may be revoked or suspended for a violation by the licensee of any ordinance, rule, regulation adopted by the city or any state law violation whenever such violation is substantially related to the licensed activity.
- ii. The Health Officer may request that the Board of Health suspend, revoke or not renew any license issued hereunder. The Health Officer shall provide written notice of the request for suspension, revocation or non-renewal to the licensee, including the reasons therefore.
- iii. The hearing on whether to suspend or revoke any license shall be held before the Board of Health and the hearing shall substantially comply with the provisions of Wis. Stats. §68.11. The determination of the Board of Health shall be considered a final decision. Appeal of the decision of the Board of Health shall be governed by Wis. Stats. §68.13.
- iv. A license suspension shall be for not less than 10 days and not more than 90 days. A license revocation shall be for twelve months during which time the licensee shall be ineligible to apply for reinstatement of a license that has been revoked.

SECTION 3: Section 74-2(b), *Duties*, is hereby amended to read as follows:

- (b) *Duties.* The duties and powers of the Health Officer shall be as set forth in Wis. Stats. §251.06(l)(a)3, Chapter 254 Wis. Stats. and Wis. Admin. Code DHS ch. 139, as may be amended from time to time, together with such duties as may be required by the Board of Health.

SECTION 4: Section 74-6, **Sale of unwholesome food**, is hereby repealed in its entirety.

SECTION 5: Section 74-9, **Safety, maintenance and operation of public swimming pools**, is hereby repealed in its entirety.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: This ordinance shall take effect on and after April 1, 2015.

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2015

DEPARTMENT: Finance/Personnel Committee

FROM: Derek Beiderwieden

SUBJECT: Ordinance #15-11, Amending Chapter 106 De Pere Municipal Code Regarding Special Events and Penalties.

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 (PDF)
- 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(a), *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) (3) 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 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: 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 February, 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:

Attachment: Application - Special Events (3099 : Ordinance #15-11, Amending Ch 106 DPMC re: Special Events)

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 _____units of propane, and/or liquid petroleum (LP), and/or deep fryers per _____, team or individual sporting events, 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:

Attachment: SpecialEventPlanning Packet with Pictures 3 (3099 : Ordinance #15-11, Amending Ch 106 DPMC re:Special Events)

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.

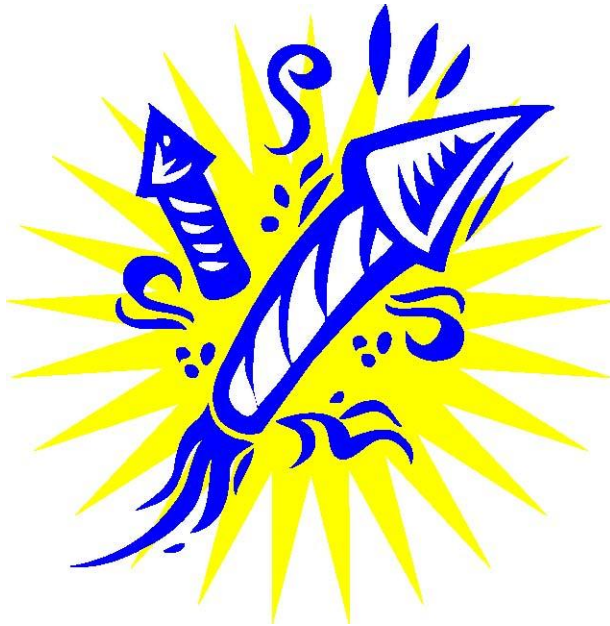
Notes/Comments:

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**



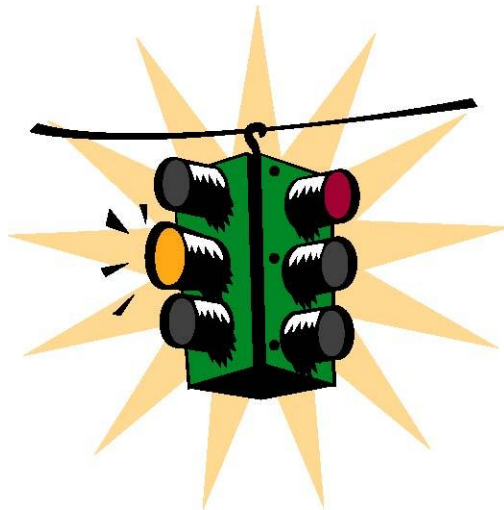
Will your event include pedi-cabs or other public vehicles?

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: February 17, 2015

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #15-19, Authorizing Certain Fees for Health Department Services.

The Board of Health meets quarterly and in November of 2014 has reviewed/approved the proposed fee schedule to incorporate Department of Health Services and Department of Agriculture, Trade and Consumer Protection Program license/permit and associated fees. The fees were established by utilizing what was charged in the 2011-2012 license year plus the 10% increase as was directed to be imposed across the board on all city fees/charges. Since November 2014, the health department has reviewed the fee schedule with the State of Wisconsin, Environmental Section Chief as well as the City Sanitarian. This review took into account what was charged previously including the 10% increase and projected staff time. Changes to the fee schedule were recommended based on this review. This fee schedule was reviewed and approved by the Finance Committee at their last meeting on 2/10/2015. *Take special note, the fee for the noise variance permit was documented in error at 50.00. It has been revised to reflect the correct fee that was passed by ordinance in January at 25.00. If you have any questions, please contact me.

ATTACHMENTS:

- Reso15-19 (DOCX)
- BOH Approved 11.2014 Fee Schedule 2015-16 (PDF)

RESOLUTION #15-19

AUTHORIZING CERTAIN FEES FOR HEALTH DEPARTMENT SERVICES

WHEREAS, the City Health Department, pursuant to State statute and City ordinance, performs a variety of services for which fees are charged; and

WHEREAS, such fees have been reviewed by the Board of Health.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT the following fees for Health Department Services are hereby established in addition to those currently authorized:

Type of Licensing	2015/2016 Total Fee
<i>Department of Health Services (DHS)</i>	
<i>RESTAURANT/MOBILE RESTAURANT</i> <i>See full schedule for specific types</i>	
Prepackaged	\$115.00
Low Complexity	\$411.00
Moderate Complexity	\$531.00
High Complexity	\$655.00
Additional area	\$75.00
Tavern	\$104.00
Temporary Restaurant Permit	\$155.00
<i>LODGING</i>	
Hotel / Motel 5-30 Rooms	\$279.00
Hotel / Motel 31-99 Rooms	\$398.00
Hotel / Motel 100-199 Rooms	\$492.00
Hotel / Motel 200+ Rooms	\$576.00
Bed & Breakfast	\$129.00
Tourist Rooming House	\$106.00
<i>SWIMMING POOLS</i>	
Pool	\$345.00
Additional Pool	\$169.00
Water Attraction with up to 2 slides per basin	\$169.00
Additional Pool Slide or Water Slide	\$85.00

CAMPGROUNDS/SPECIAL EVENT CAMPGROUNDS	
1-25 Sites	\$177.00
26-50 Sites	\$218.00
51-99 Sites	\$249.00
100-199 Sites	\$287.00
Over 200 Sites	\$321.00
Recreational / Educational Camp	\$200.00
TATTOO / BODY PIERCING	
Tattoo Establishment	\$176.00
Body-Piercing Establishment	\$176.00
Combined Tattoo & Body Piercing Establishment	\$260.00
Temporary Tattoo Establishment	\$115.00
Temporary Body Piercing Establishment	\$115.00
Temporary Combined Tattoo /Body -Piercing Establishment	\$166.00
SCHOOLS	
Production Kitchen	\$242.00
Satellite kitchen	\$171.00
DATCP/RETAIL FOOD	
Not Engaged in food processing-prepackaged	\$112.00
Process Non-potentially or potentially hazardous, sales less than \$25,000-low complexity	\$174.00
Process Non-Potentially Hazardous, sales of at least \$25,000-low complexity plus	\$377.00
Process Potentially Hazardous, sales of at least \$25,000 but less than \$1,000,000-moderate complexity	\$550.00
Process Potentially Hazardous, sales of at least \$1,000,000-high complexity	\$1,017.00
Temporary Retail Food Permit	\$155.00
FEES FOR DHS AND DATCP	
Temporary Permit Inspection Fee	\$40.00
Operating without a License/Permit	\$150.00
Operating without a Certified Food Manager on Staff	\$150.00
Late Fee	\$150.00
Level 1 Pre-inspection for Prepackaged, Tourist Rooming House, & Bed and Breakfast licenses	\$125.00
Level 2 Pre-inspection for other license types	\$250.00
1st Reinspection	\$116.00
2nd Reinspection	\$232.00
3rd Reinspection	\$348.00

WEIGHTS AND MEASURES PROGRAM	
The yearly license fee shall be determined by dividing the actual costs of the weights and measures program by the number of weighing and measuring devices known to exist within the City's jurisdiction multiplied by the number of devices under the control of each person/business.	
Late Fee	10% of fee
GENERAL PUBLIC HEALTH	
Vaccine donation request per state supplied vaccine	\$5.00
Tuberculosis Skin Test	\$20.00
Adult Hepatitis A Vaccination	\$45.00
Adult Hepatitis B Vaccination	\$50.00
Influenza Vaccination	\$30.00
Radon Test Kit-short term	\$10.00
Radon Test Kit-long term	\$30.00
Noise Variance Permit	\$25.00

BE IT FURTHER RESOLVED THAT:

Except for 15 month licenses or permits which will be issued by the City effective April 1, 2015, all fees associated with permits and licenses required under the Wisconsin Food Code will be issued by the State of Wisconsin until July 1, 2015. All other fees herein shall be effective after passage of this resolution.

BE IF FURTHER RESOLVED THAT:

All resolutions establishing such fees heretofore are hereby repealed and superseded by this resolution after the effective dates herein.

BE IF FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: ____
Nays: ____

City of DePere Health Department
Fee Schedule
2015/2016 License Year

Type of Licensing	2014/2015 Local Fee	2015/2016 Local Fee	State Fee	2015/2016 Total Fee
Department of Health Services (DHS)				
RESTAURANT-See full schedule for specific types.				
Prepackaged	\$94.50	\$103.95	\$10.50	\$114.45
Low Complexity	\$352.00	\$387.20	\$23.00	\$410.20
Moderate Complexity	\$452.00	\$497.20	\$33.00	\$530.20
High Complexity	\$546.00	\$600.60	\$54.00	\$654.60
Temporary Restaurant	\$108.00	\$118.80	\$17.00	\$135.80
Temporary Restaurant Inspection Fee	\$20.00	\$22.00		\$22.00
Additional area	\$40.00	\$44.00	\$10.00	\$54.00
Tavern	\$94.00	\$103.40		\$103.40
LODGING				
Hotel / Motel 5-30 Rooms	\$234.50	\$257.95	\$20.50	\$278.45
Hotel / Motel 31-99 Rooms	\$336.00	\$369.60	\$28.00	\$397.60
Hotel / Motel 100-199 Rooms	\$414.50	\$455.95	\$35.50	\$491.45
Hotel / Motel 200+ Rooms	\$479.00	\$526.90	\$49.00	\$575.90
Tourist Rooming House	\$86.00	\$94.60	\$11.00	\$105.60
Bed & Breakfast	\$107.00	\$117.70	\$11.00	\$128.70
SWIMMING POOLS				
Pool -changed fees no revenue change overall	\$300.00	\$330.00	\$15.00	\$345.00
Additional Pool-changed fees no revenue change overall	\$140.00	\$154.00	\$15.00	\$169.00
Water Attraction	\$165.50	\$182.05	\$17.50	\$199.55
Water Attraction with up to 2 slides per basin	\$235.00	\$258.50	\$25.00	\$283.50
Additional Slides Poolsides in excess of 2 per basin	\$142.00	\$156.20	\$15.00	\$171.20
Additional Slides Waterslide in excess of 2 per basin	\$142.00	\$156.20	\$15.00	\$171.20
CAMPGROUNDS				
1-25 Sites	\$144.50	\$158.95	\$17.50	\$176.45
26-50 Sites	\$175.00	\$192.50	\$25.00	\$217.50
51-99 Sites	\$198.50	\$218.35	\$30.50	\$248.85
100-199 Sites	\$228.50	\$251.35	\$35.50	\$286.85
Over 200 Sites	\$254.00	\$279.40	\$41.00	\$320.40
Recreational / Educational Camp	\$135.50	\$149.05	\$50.50	\$199.55
Special Event Campground 1-25 Sites	\$144.50	\$158.95	\$17.50	\$176.45
Special Event Campground 26-50 Sites	\$175.00	\$192.50	\$25.00	\$217.50
Special Event Campground 51-99 Sites	\$198.50	\$218.35	\$30.50	\$248.85
Special Event Campground 100-199 Sites	\$228.50	\$251.35	\$35.50	\$286.85
Special Event Campground over 200 Sites	\$254.00	\$279.40	\$41.00	\$320.40
TATTOO / BODY PIERCING				
Tattoo Establishment	\$147.50	\$162.25	\$13.50	\$175.75
Body-Piercing Establishment	\$147.50	\$162.25	\$13.50	\$175.75
Combined Tattoo & Body Piercing Establishment	\$216.00	\$237.60	\$22.00	\$259.60
Temporary Tattoo Establishment	\$95.00	\$104.50	\$10.00	\$114.50
Temporary Body Piercing Establishment	\$95.00	\$104.50	\$10.00	\$114.50
Temporary Combined Tattoo /Body -Piercing Establishment	\$95.00	\$104.50	\$10.00	\$114.50
SCHOOLS				
Satellite kitchen	\$155.00	\$170.50		\$170.50
Production Kitchen	\$220.00	\$242.00		\$242.00

Attachment: BOH Approved 11.2014 Fee Schedule 2015-16 (3108 : Resolution #15-19, Authorizing health department fee schedule)

Type of Licensing	2014/2015 Local Fee	2015/2016 Local Fee	State Fee	2014/2015 Total Fee
DATCP/RETAIL FOOD				
Not Engaged in food processing	\$97.50	\$107.25	\$4.50	\$111.75
Process Non-potentially or potentially hazardous, sales less than \$25,000	\$152.00	\$167.20	\$6.00	\$173.20
Process Non-Potentially Hazardous, sales of at least \$25,000	\$325.00	\$357.50	\$19.00	\$376.50
Process Potentially Hazardous, sales of at least \$25,000 but less than \$1,000,000	\$475.50	\$523.05	\$26.50	\$549.55
Process Potentially Hazardous, sales of at least \$1,000,000	\$861.50	\$947.65	\$68.50	\$1,016.15
Temporary Retail	\$80.00	\$88.00		\$88.00
Temporary Retail Inspection Fee	\$20.00	\$22.00		\$22.00
DHS AND RETAIL FOOD				
Level 1 Pre-inspection for Prepackaged, Tourist Rooming House, & Bed and Breakfast licenses	\$105.00	\$115.50		\$115.50
Level 2 Pre-inspection for other license types	\$220.00	\$242.00		\$242.00
Re-inspection Fee				
Re-inspection 1st	\$105.00	\$115.50		\$115.50
Re-inspection 2nd	\$160.00	\$176.00		\$176.00
Re-inspection 3rd	\$210.00	\$231.00		\$231.00
Penalty Fee for Late Payment	\$100.00	\$110.00		\$110.00
Late Application Fee	2x actual fee	2x actual fee		2x actual fee
WEIGHTS AND MEASURES PROGRAM				
The yearly license fee shall be determined by dividing the actual costs of the weights and measures program by the number of weighing and measuring devices known to exist within the City's jurisdiction multiplied by the number of devices under the control of each person/business.				
Penalty Fee for Late Payment	10% of total fee	10% of total fee		10% of total fee
GENERAL PUBLIC HEALTH				
Vaccine donation request per state supplied vaccine	\$5.00	\$5.50		\$5.00
Tuberculosis Skin Test	\$15.00	\$16.50		\$20.00
Adult Hepatitis A Vaccination	\$40.00	\$44.00		\$45.00
Adult Hepatitis B Vaccination	\$45.00	\$49.50		\$50.00
Influenza Vaccination	\$25.00	\$27.50		\$30.00
Radon Test Kit-short term	\$5.00	\$5.50		\$10.00
Radon Test Kit-long term	\$25.00	\$27.50		\$30.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-20, Setting Fee for Special Event Permit.

ATTACHMENTS:

- Reso15-20 (DOCX)
- Application - Special Events - Draft (DOC)

RESOLUTION #15-20

SETTING FEE FOR SPECIAL EVENT PERMIT

WHEREAS, pursuant to §106-6(a), De Pere Municipal Code, special event permits may be granted by the City Clerk-Treasurer; and

WHEREAS, the Common Council wishes to establish a fee for such special event permit.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby imposes the following application fees:

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

Such fees shall not be refundable if the permit is not granted.

BE IT FURTHER RESOLVED THAT:

Such fees as are established hereunder shall be effective upon passage of Ordinance #15-11.

BE IF FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes _____
Nays _____

Attachment: Reso15-20 (3104 : Resolution #15-20, Setting Fee for Special Event Permit)

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:

Attachment: Application - Special Events - Draft (3104 : Resolution #15-20, Setting Fee for Special Event Permit)

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

Attachment: Application - Special Events - Draft (3104 : Resolution #15-20, Setting Fee for Special Event Permit)

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

MEETING DATE: February 17, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-21, Authorizing Memorandum of Agreement
Between the City of De Pere and Downtown De Pere, Inc., d/b/a
Definitely De Pere for Coordination Services Relating to Summer
Celebration Music Series.

ATTACHMENTS:

- Reso15-21 (DOCX)
- Definitely De Pere (summer music series) 2-15(DOCX)

RESOLUTION #15-21

AUTHORIZING MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF DE PERE
AND DOWNTOWN DE PERE, INC., d/b/a/ DEFINITELY DE PERE FOR
COORDINATION SERVICES RELATING TO SUMMER CELEBRATION MUSIC SERIES

WHEREAS, City has contracted with Willems Marketing & Events, Inc. to create, produce, and market a Summer Celebration music series in conjunction with Definitely De Pere art walk events; and

WHEREAS, Definitely De Pere wishes to support the music series by donating to City event coordination services, as shown in the attached Memorandum of Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Memorandum of Agreement Between the City of De Pere and Downtown De Pere, Inc., d/b/a Definitely De Pere for Coordination Services Related to Summer Celebration Music Series as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-21 (3086 : Resolution #15-21, Authorizing Memorandum of Agreement with Definitely De Pere)

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF DE PERE AND
DOWNTOWN DE PERE, INC., d/b/a/ DEFINITELY DE PERE FOR COORDINATION
SERVICES RELATING TO SUMMER CELEBRATION MUSIC SERIES**

This Agreement is entered into this ____ day of _____, 2015, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Downtown De Pere, Inc., d/b/a Definitely De Pere, a Wisconsin corporation (“Definitely De Pere”)

WHEREAS, City has contracted with Willems Marketing & Events, Inc. to create, produce, and market a Summer Celebration music series in conjunction with Definitely De Pere art walk events; and

WHEREAS, Definitely De Pere wishes to support the music series by donating to City event coordination services.

NOW THEREFORE, upon the promises and obligations contained herein, together with other consideration, the receipt and sufficiency of which are acknowledged, the parties agree that Definitely De Pere shall provide the following services to the City in conjunction with the Summer Celebration music event series:

1. Coordinating and arranging marketing for summer music series events;
2. Coordinating volunteers for summer music series events;
3. Contacting Police and Fire Department as necessary, as well as acquiring necessary and appropriate permits from said entities, and the De Pere Health Department for these events;
4. Obtaining revocable occupancy permits for any on-street happenings as a part of the Art Walk and/or music series events;
5. Seeking music series sponsorships from area businesses and individuals to assist cover the gap in current City funding and earmarking additional sponsorship funding for future music series events;
6. If sufficient sponsorships are obtained to fund opening or closing events for the music series, by:
 - Notifying neighboring businesses and residents of any activities which may impact parking as a part of the music opening and closing events;
 - Arranging for and coordinating with the Street Department any street or lot closings as needed for music opening and closing events;
 - Obtaining appropriate liquor licenses for opening and closing music events;

7. Promoting the music series events across Definitely De Pere's media channels (website, event calendar, e-newsletters, social media, etc.);
8. Providing event feedback to City with impact numbers and economic impact estimates from a dollar standpoint at end of the summer 2015.

Dated at De Pere, Wisconsin, this _____ day of _____, 2015.

**DOWNTOWN DE PERE INC., D/B/A
DEFINITELY DE PERE**

CITY OF DE PERE

Allyson Watson, Executive Director

Michael J. Walsh, Mayor

Shana L Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2015\Definitely De Pere (summer music series) 2-15.docx

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-22, Authorizing Agreement for Consulting Services Between the City of De Pere and Professional Service Industries, Inc. (2015 Construction Materials Testing and Soil Boring).

The Board of Public Works recommendation is to accept the quote from PSI for the Material Testing estimated at \$43,882.90 and for the Soil Boring estimated at \$1,575.00. Funds for this work are budgeted in the various capital projects accounts.

The Engineering Department received proposals for materials testing that will be completed in conjunction with the City's 2015 construction projects. The total cost of this work was estimated using 2014 final quantities as follows:

Materials Testing	Estimate
PSI	\$43,882.90
BATC	\$47,848.20
RVT	\$64,465.60
Soil Boring	
PSI	\$1,575.00
RVT	\$1,650.00
BATC	Do not perform soil borings

ATTACHMENTS:

- Reso15-22 (DOCX)
- Professional Service Industries (materials testing & soil boring) 2-15-189-001-15 (DOCX)
- Exhibit A - PSI (PDF)
- Exhibit B - PSI (PDF)

RESOLUTION #15-22

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND PROFESSIONAL SERVICE INDUSTRIES, INC.
(2015 Construction Materials Testing and Soil Boring)

WHEREAS, the City is in need of construction materials testing and soil boring services for its 2015 construction projects; and

WHEREAS, Professional Service Industries, Inc. has available and offers to provide personnel and equipment necessary to accomplish the testing services within the required time.

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 Professional Service Industries, Inc. (2015 Construction Materials Testing and Soil Boring) 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 February, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-22 (3093 : Resolution #15-22, Authorizing Agreement for Consulting Services with PSI)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND PROFESSIONAL SERVICE INDUSTRIES, INC.
(2015 Construction Materials Testing and Soil Boring)**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and Professional Service Industries, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of construction materials testing and soil boring services for its 2015 construction projects; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the testing 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 January 15, 2015 (Exhibit A) and Consultants Proposal thereto dated January 23, 2015 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

II. SCOPE OF 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.

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 testing services and that Consultant shall respond to City's request for services as described 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, to be invoiced on a monthly basis. 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. 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.

XX. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:

Professional Service Industries, Inc.
 Attention: Cody Williquette
 2740 Packerland Drive, Suite F
 Green Bay, WI 54313

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

**PROFESSIONAL SERVICE
 INDUSTRIES, INC.**

By:

 Print Name: _____
 Title: _____

 Print Name: _____
 Title: _____

CITY OF DE PERE

By:

 Michael J. Walsh, Mayor

 Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2015\Professional Service Industries (materials testing & soil boring) 2-15-189-001-15.docx



City of De Pere

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

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

January 15, 2015

Mr. G. Mike Greil
Professional Services Industries, Inc. (PSI)
mike.greil@psiusa.com

RE: Soil Testing Services – 2015 Construction
City of De Pere

Dear Mr. Greil:

The City of De Pere is requesting a proposal from your firm to complete geotechnical services for the 2015 construction on City projects. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Karen M. Heyrman

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

KMH

cc: Eric Rakers, City Engineer

Attachment: Exhibit A - PSI (3093 : Resolution #15-22, Authorizing Agreement for Consulting Services with PSI)

Request for Proposals For Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2015 construction materials consulting.

Your proposal must be submitted to our office by January 29th 2015, at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2015 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials & soil testing services and the soil boring services to separate firms.

SCOPE OF SERVICES:

Construction materials and soils testing services shall include, but are not limited to:

1. Earthwork Testing
2. Subgrade Compaction
3. Trench Compaction
4. Crushed Aggregate Base Course Testing (Material and Compaction)
5. Asphaltic Concrete Pavement Testing (Samples and Compaction)
6. Concrete Testing
7. Soil Borings
8. Field Observation Related to Soil and/or Construction Conditions

SCHEDULING:

The City will request services throughout the year. Generally, the City will give a 24 hour notice prior to needing service; however the City reserves the right for shorter notices.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their subconsultants in prosecuting the work.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

The proposed fee schedule shall be submitted on the attached form.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

DELIVERY:

E-mail, in pdf format, copies of test results specific for each project to the City Engineer. Hard copies will not need to be provided. Report all failed test results by telephone to the project inspector within 24 hours of any failed test.

Provide four (4) hard copies for each soil boring report to the City.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each project.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item	Fee	Unit
Engineering Services		
Project Manager		Per hour
Project Engineer		Per hour
Staff Engineer		Per hour
Field Technician		
Senior Technician		Per hour
Technician		Per hour
Clerical		Per hour
Mileage		Per mile
Laboratory Testing Services		
Standard Proctor		Per each
Modified Proctor		Per each
Concrete Compression Test (Cylinder by Company)		Per each
Concrete Compression Test (Cylinder by City)		Per each
Handling of Backup Cylinders		Per each
Aggregate Sieve Analysis		Per each
Atterberg Limits		Per each
Permeability, Granular Soils		Per each
Permeability, Cohesive Soils		Per each
Field Technician Services		
Sample Pickup		Per each
Support Vehicle		Per mile
Nuclear Density Gauge		Per ½ day
Nuclear Density Gauge		Per day
Soil Boring		
Mobilization		Per each
Soil Boring		Per vertical foot
Report		Per each

Attachment: Exhibit A - PSI (3093 : Resolution #15-22, Authorizing Agreement for Consulting Services with PSI)

January 23, 2015

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

Subject: Proposal for Construction Materials and Soil Testing Services
2015 Annual Construction Testing Contract
City of De Pere
PSI Proposal No. 0093-142647

Dear Ms. Heyrman,

In accordance with your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for providing construction materials and soil testing services for the above referenced project. The purpose of the services provided by this proposal will be to determine whether the construction observed and materials tested are in compliance with the project specifications within the scope of our work. A brief description of our understanding of the project, scope of work to be provided, proposed method of performance and associated fees is included herein.

PSI' fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, and the extent of our involvement.

Project Description

It is understood that the City of De Pere plans to select a firm to perform construction testing services during the 2015 Capital Improvement Program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction within the City of De Pere.

Scope of Work

Professional Service Industries, Inc. (PSI) proposes to provide the following construction monitoring and testing quality control program to document whether the construction observed and the materials tested are in conformance with the project's contract documents.

Earthwork Testing

Provide an engineering technician on a part time basis during the grading phase of the project to:

- Perform field density testing by nuclear gauge method to assess degree of compaction during placement of engineered fill, backfill, and base materials.
- Prior to the commencement of these activities, at the request of the City of De Pere, the proposed fill and subbase materials will be sampled to determine their suitability for use on the project.
- When fill materials have been selected, Moisture Density Relationship Testing will be performed for each soil type.

Reinforced Concrete Testing

Provide an engineering technician (ACI certified concrete technician) during placement of structural concrete for foundations, walls, columns, and slabs to:

- Perform field quality control tests and cast cylinder specimens during the placement of concrete as required per project specifications.
- Pick up and deliver concrete test specimens to our laboratory for curing and compressive strength testing.

Asphalt Testing

Provide an engineering technician on a part time basis during pavement construction to:

- Check placement of aggregate base and perform field density testing.
- Monitor placement of asphaltic concrete in regards to thickness, temperature and compaction.

Soil Borings

Provide a drill crew and truck-mounted drill rig to perform subsurface explanations, as required by City personnel. The amount of drilling and boring locations will be determined by City personnel on a job-to-job basis.

Other Services

In addition to the construction testing services described above, PSI can also provide field and laboratory testing and consultation services in numerous other construction areas. These services include floor flatness testing and fireproofing, as well as various specialized laboratory tests. PSI has experienced materials technicians and engineers, to provide laboratory testing and on-site observation and documentation services. In expanding the construction testing and consultation services to include these other areas, we can offer greater assurance that the work is executed in compliance with the project specifications by means of interdisciplinary communications and efficient problem solving.

Method of Performance

PSI will provide experienced technicians and/or engineers whose principal duty will be to document through testing and visual observations, whether the quality of the construction materials tested are in conformance with the project's construction documents, within the limits of our authorized scope of services. These individuals will be trained in all aspects of the field testing they perform and will have proven their testing capabilities on previous projects.

A project engineer will also be assigned to the project to provide engineering review, management and consultation services as required during the project. Their responsibility is to ensure the quality and integrity of our field and lab services, and provide assistance as required. The initial project set-up and staffing will be the responsibility of our project manager. Technical Consultants will also be available for the project to provide consultation and engineering as required during the project. Results of the field tests will be verbally issued to the contractor at the end of each day. Final reports will be typewritten and issued monthly, or as directed by the client, during the duration of the project.

Fees

Professional Service Industries, Inc. (PSI) proposes to provide the above referenced services on a unit charge basis in accordance with the Proposed Fee Schedule, PSI's Standard Fee Schedules and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. PSI's fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. If necessary, approval for any additional work and related costs beyond the estimated total will be obtained from the client prior to its performance. We request that the field services be scheduled at least 24 hours in advance.

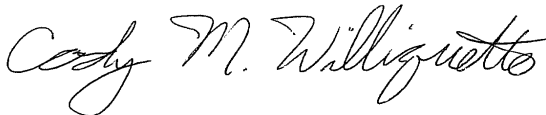
Closing

PSI will proceed with the work on the basis of your written authorization, please acknowledge receipt and acceptance of the agreement by signing, and return one copy for our files. PSI will not be able to submit any written reports until we have received an executed copy of this proposal. If there are any questions regarding this agreement or other matters, please do not hesitate to call. PSI looks forward to working with you on this project.

We sincerely appreciate this opportunity to offer our services. If you have any questions concerning this proposal or if additional information is needed, please contact us at any time. We are looking forward to working with you on this project.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Cody M. Williquette
Staff Engineer



G. Mike Greil
Branch Manager

Attachments: Proposal Acceptance;
 Fee Schedule;
 General Conditions

Attachment: Exhibit B - PSI (3093 : Resolution #15-22, Authorizing Agreement for Consulting Services with PSI)

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ • DAY OF _____, 2015.

BY (please print): _____

TITLE: _____

COMPANY: _____

****SIGNATURE:** _____

PROJECT INFORMATION:

1. Project Name: _____

2. Project Location: _____

3. Your Job No: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Site Contact: _____ Telephone No.: _____

6. Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ Email: _____

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Proposed Fee Schedule

Company Name: Professional Service Industries, Inc. (PSI)

Company Address: 2740-F Packerland Drive

Company Address: Green Bay, Wisconsin 54313

Company Representative: Cody Williquette - Project Manager

Signature: _____

Item	Fee	Unit
Engineering Services		
Project Manager	\$60.00	Per hour
Project Engineer	\$70.00	Per hour
Staff Engineer	\$60.00	Per hour
Field Technician		
Senior Technician	\$33.00	Per hour
Technician	\$33.00	Per hour
Clerical	\$25.00	Per hour
Mileage	\$ 0.55	Per mile
Laboratory Testing Services		
Standard Proctor	\$125.00	Per each
Modified Proctor	\$135.00	Per each
Concrete Compression Test (Cylinder by Company)	\$10.00	Per each
Concrete Compression Test (Cylinder by City)	\$10.00	Per each
Handling of Backup Cylinders	\$10.00	Per each
Aggregate Sieve Analysis	\$50.00	Per each
Atterberg Limits	\$50.00	Per each
Permeability, Granular Soils	\$230.00	Per each
Permeability, Cohesive Soils	\$280.00	Per each
Field Technician Services		
Sample Pickup	\$65.00	Per each
Support Vehicle	\$ 0.55	Per mile
Nuclear Density Gauge	\$25.00	Per ½ day
Nuclear Density Gauge	\$40.00	Per day
Soil Boring		
Mobilization	\$175.00	Per each
Soil Boring	\$12.00	Per vertical foot
Report	\$800.00	Per each

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)
CONSTRUCTION TESTING AND ENGINEERING STANDARD FEE SCHEDULE

ENGINEERING SERVICES

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation.

Project Engineer	\$70.00/Hour	Staff Engineer	\$60.00/Hour
Project Manager	\$60.00/Hour	Clerical	\$25.00/Hour

FIELD TESTING SERVICES

Technical services for on-site monitoring and testing of materials for earthwork, foundations, concrete, masonry, structural steel, fireproofing, roofing, and pavement construction.

Sample Pick Up	\$65.00/Each	Nuclear Density Gauge	\$40.00/Day
Senior Engineering Technician	\$33.00/Hour	Nuclear Density Gauge	\$25.00/Half Day
Engineering Technician	\$33.00/Hour	Support Vehicle	\$0.55/Per Mile
Structural Technician	\$70.00/Hour	Concrete Cylinder Molds	\$30.00/box(20)
Soil Boring Equipment	\$175.00/Hour		

LABORATORY TESTING SERVICES

Concrete Compression Test		Density with Moisture Content	\$25.00/Each
Cylinder Cast by PSI	\$10.00/Each	Organic Content (Loss on Ignition)	\$25.00/Each
Cylinder Cast by City	\$10.00/Each	Percent Finer No. 200	\$30.00/Each
Concrete Core Compression Test	\$30.00/Each	Grain size - Mechanical	\$50.00/Each
Aggregate Sieve Analysis	\$65.00/Each	Grain size - Hydrometer	\$75.00/Each
Mortar Cube Compression Test	\$9.50/Each	Atterberg Limits	\$50.00/Each
Grout Cylinder Compression Test	\$15.00/Each	Standard Proctor	\$125.00/Each
CMU Compression Test	\$30.00/Each	Modified Proctor	\$135.00/Each
Asphalt Core Density	\$25.00/Each	California Bearing Ratio	\$150.00/Each
MTSG Test	\$50.00/Each	Permeability, Granular Soil	\$200.00/Each
Asphalt Extraction/Gradation	\$150.00/Each	Permeability, Cohesive Soil	\$250.00/Each
Marshall Density Test	\$135.00/Each	Sample Prep/Remolding	\$35.00/Each
Moisture Content	\$5.00/Each	Permeability, Granular Soils	\$230.00/Each
		Permeability, Cohesive Soils	\$280.00/Each

REMARKS - Personnel charges will be based on a portal-to-portal basis; a minimum charge of 3 hours will apply for all Field Testing Services. One (1) day advance scheduling is requested for all field testing services; same-day scheduling will be subject to a premium rate of 1.3 times the standard rate. Where a support vehicle is not needed, a transportation charge of \$0.50 per mile will be added for travel to and from the site, and other job related travel. Project Engineer for contract administration, scheduling, report review and consultation will be charged to all reports at a minimum rate of one half hour per report. An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday or holidays; for work scheduled outside the hours of 7:30 a.m. to 5:00 p.m.; or for more than eight (8) hours per day.

The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1 1/2% per month of delinquency. Proposal estimates and verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)
GEOTECHNICAL SERVICES STANDARD FEE SCHEDULE

ENGINEERING SERVICES

Engineering & Technical services for site reconnaissance, boring locations, field supervision, water level measurements & sampling, engineering evaluation, analysis & consultation.

Project Engineer	\$70.00 Per Hour	Staff Engineer	\$60.00 Per Hour
Project Manager	\$60.00 Per Hour	Clerical	\$25.00 Per Hour

FIELD SERVICES

Mobilization of Drilling Equip.	\$175.00 Per Day	Boring Layout	\$50.00 Per Hour
Support Vehicle	\$50.00 Per Day	Standby & Problem Access Time	\$125.00 Per Hour
All-terrain Drill Rig	\$750.00 Per Day	Betonite Backfill	\$2.00 Per Foot

Soil Drilling with Split-spoon (ASTM D-1586) or Shelby Tube (ASTM D-1587) sampling at 5-foot intervals:

Depth Range	Unit Charges Per Foot 3 1/4", 4 1/4" I.D. Auger		Unit Charges Per Foot 6 1/4" I.D. Auger		Extra SS or ST Samples
	Easy Drilling*	Hard Drilling**	Easy Drilling*	Hard Drilling**	
0 - 25 ft.	\$12.00	\$13.00	\$14.00	\$16.00	\$10.00
25 - 50	\$13.00	\$15.00	\$16.00	\$18.00	\$14.00
50 - 75	\$15.00	\$18.00	\$19.00	\$21.00	\$18.00
75 - 100	\$17.00	\$20.00	\$24.00	\$27.00	\$22.00

* N-count of 40 blows or less, or Qu or Qp less than 4 tsf

** N-count greater than 40 blows, or Qu or Qp greater than 4 tsf

Drilling with 12-1/4" I.D. Auger will be quoted upon request.

Auger Drilling without sampling	\$9.00 Per Foot	Shelby Tubes, 2" diameter	\$25.00 Each
Rock Coring with Diamond Bit	\$55.00 Per Foot	3" diameter	\$30.00 Each
Rock Boring with 3" Roller Bit	\$50.00 Per Foot	Drilling mud as needed	\$2.50 Per Foot
Rock Coring & Boring Set-up Charge	\$250.00 Per Hole	Pavement Cold-Patch at boreholes	\$25.00 Per Hole

LABORATORY TESTING

Visual Engineering Classification	\$4.00 Per Test	Unconfined compression tests,	
Hand Penetrometer Test	\$4.00 Per Test	remac	\$5.00 Per Test
Moisture Content Test	\$4.00 Per Test	without stress-strain curve	\$25.00 Per Test
Organic Content Test	\$30.00 Per Test	with stress-strain curve	\$40.00 Per Test
Density Determination with Moisture Content	\$25.00 Per Test	California Bearing Ratio (CBR)	\$175.00 Per Test
Atterberg Limits Determination	\$50.00 Per Test	Consolidation Test, Maximum 16 tsf	Upon Request
Grain Size Analysis, Mechanical	\$65.00 Per Test	Additional Unload-Reload Points	Upon Request
Grain Size Analysis, Mechanical & Hydrometer	\$75.00 Per Test	Permeability, Rigid Wall	\$230.00 Per Test
Moisture Density Relationship		Permeability, Flexible Wall	\$280.00 Per Test
Standard Method, ASTM D-698	\$125.00 Per Test	Preparation of Shelby Tube Sample	\$15.00 Per Tube
Modified Method, ASTM D-1557	\$135.00 Per Test	Sample preparation/remolding	\$30.00 Each

REMARKS

Charges for monitoring well installation, analytical testing services, and special equipment or sampling techniques not included herein, will be quoted upon request. Rental equipment & commercial transportation charges will be billed at cost plus 15%. A per diem charge of \$150.00/day will be billed as applicable. Invoices will be submitted monthly, with payment due within 30 days of invoice date. Interest will be added at a rate of 1½% per month of delinquency. Proposal estimates & verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-23, Authorizing Agreement for Contractor Services Between the City of De Pere and Feaker & Sons, Inc. (West Business Park Swale).

The Board of Public Works recommendation is to accept the quote from Feaker & Sons for \$5,080.00. Funds for this work are will come from TID 6.

The Engineering Department received quotes to construct a swale in the West Business Park on January 30, 2015. The work includes constructing a ditch to improve drainage south of Biotech Way and east of the spur line. The quotes for this work are as follows:

Contractor	Total Cost
Feaker & Sons	\$5,080.00
Ed Gersek, Inc.	\$7,075.00
RC Excavating	\$7,750.00
AG Excavating	\$8,244.50
Advance Construction	\$9,979.00
Van Straten Construction Co.	\$9,990.00
De Groot Inc.	\$13,300.00

ATTACHMENTS:

- Reso15-23 (DOCX)
- Feaker & Sons (west business park swale) 2-15-189-002-15 (DOCX)
- Exhibit A - Feaker (PDF)
- Exhibit B - Feaker (PDF)

RESOLUTION #15-23

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND FEAKE & SONS, INC.
(West Business Park Swale)

WHEREAS, the City is in need of services to construct a swale in its West Business Park; and

WHEREAS, Feaker & Sons, Inc. has available and offers to provide personnel and equipment necessary to construct the swale within the required time.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Feaker & Sons, Inc. (West Business Park Swale) 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 February, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-23 (3094 : Resolution #15-23, Contractor Services Agreement for West Business Park Swale)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND FEAKER & SONS, INC.
(West Business Park Swale)**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and Feaker & Sons, Inc., a Wisconsin corporation ("Contractor").

WITNESSETH

WHEREAS, the City is in need of services to construct a swale in its West Business Park; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to construct the swale within the required time.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated January 23, 2015 (Exhibit A) and Contractors Proposal thereto (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

II. SCOPE OF CONTRACTOR SERVICES

Contractor 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 Contractor with information and items as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation in an amount not to exceed \$5,080, payable in a lump sum at the conclusion of the project. Payment to the Contractor 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 CONTRACTOR

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

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

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

XII. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, the City shall indemnify and hold harmless Contractor, the Contractor's officers, directors, partners, employees, and Contractor's Contractors 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 Contractors with respect to this Agreement or the project.

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

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

If to Contractor:

Feaker & Sons, Inc.
 Attention: Randal Barlament
 P.O. Box 5817
 De Pere, WI 54115

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

FEAKER & SONS, 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\Feaker & Sons (west business park swale) 2-15-189-002-15.docx

From: Pam Denis
Sent: Friday, January 23, 2015 4:18 PM
To: Pam Denis
Cc: Karen Heyrman
Subject: City of De Pere requesting quote on West Business Park Swale

Good Afternoon

The City would like a quote from you to complete a swale in the West Business Park. Attached you will find a project location map, swale site plan and profile page, and a quantity sheet. Please complete the quantity sheet and return to Karen Heyrman no later than 3:00 p.m. on Friday January 30, 2015.

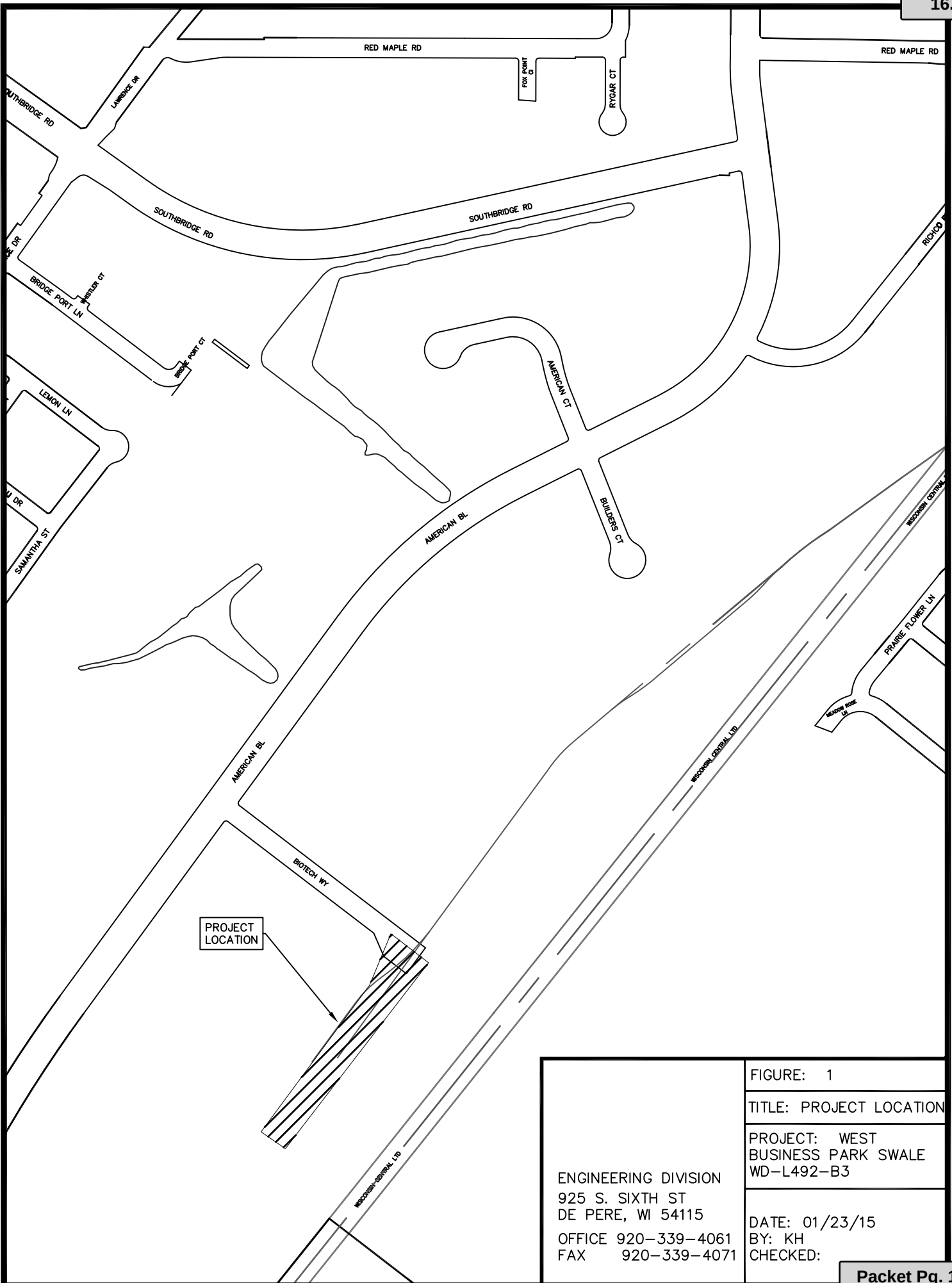
A recommendation should be acted on by the City Council so that work can begin the last week of February. All work needs to be completed by March 31, 2015.

Please contact Karen at 339-4072, ext. 2239 if you have any additional questions or comments.

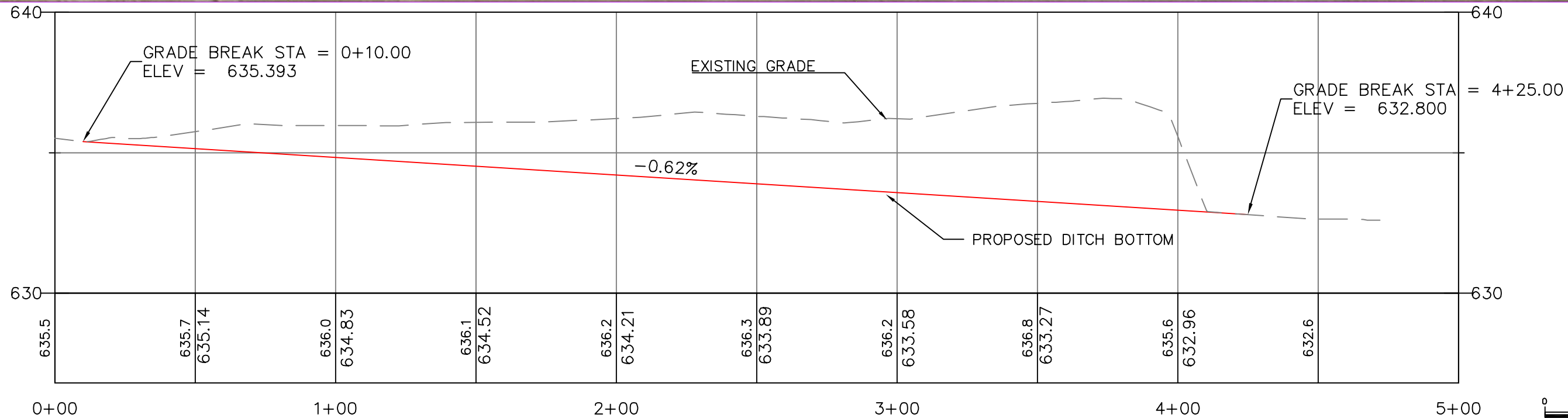
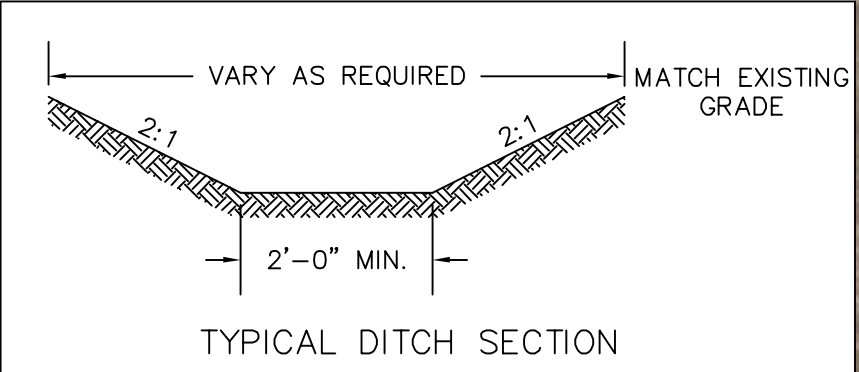
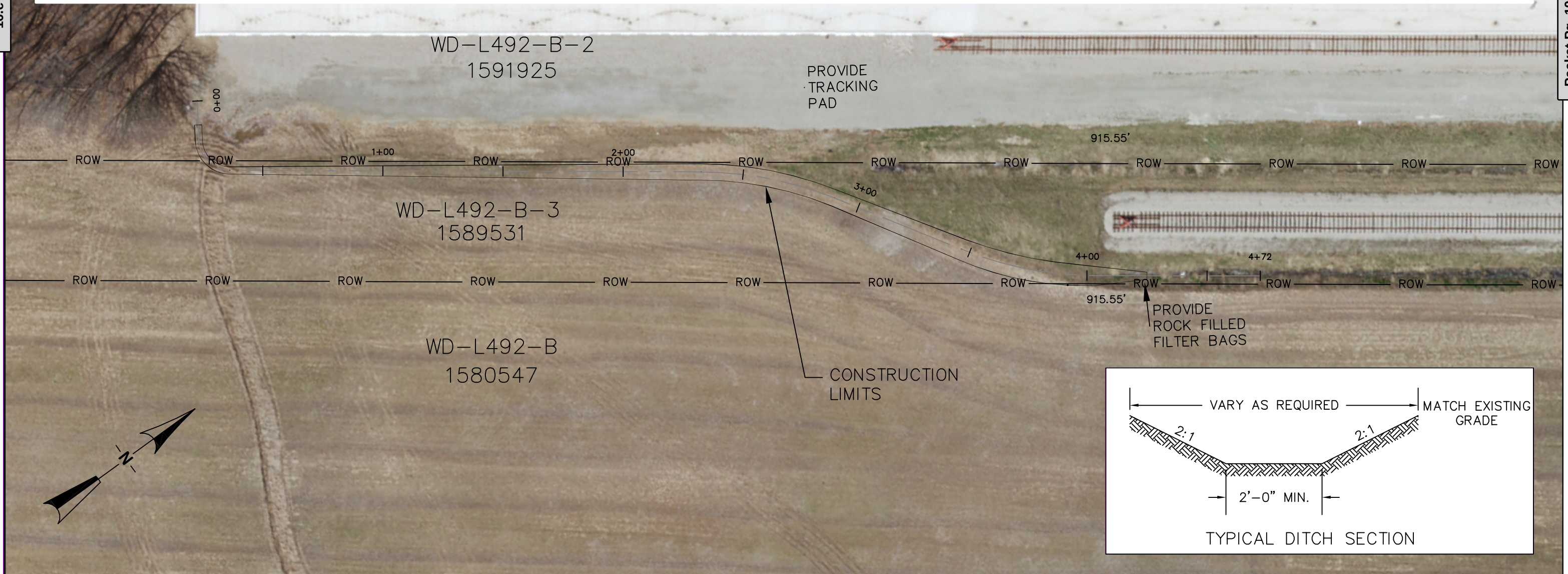
Pam Denis

**Department of Public Works Administrative Assistant
City of De Pere
Municipal Services Center
925 S. Sixth Street
De Pere, WI 54115**

**Ph: (920) 339-4060
pdenis@mail.de-pere.org**



ENGINEERING DIVISION 925 S. SIXTH ST DE PERE, WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	FIGURE: 1
	TITLE: PROJECT LOCATION
	PROJECT: WEST BUSINESS PARK SWALE WD-L492-B3
	DATE: 01/23/15 BY: KH CHECKED:



CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

West Business Park Swale
WD-L492-B3

NAME: Site Plan
PROJECT # 2015/Spur Swale

	NO.	DATE	BY	REVISIONS / ISSUES	
				REMARKS	
SURVEYED		1-2015	MPJ		
DRAWN		1-2015	MPJ		
DESIGNED					
CHECKED					

CITY OF DE PERE
WEST BUSINESS PARK SWALE
UNIT PRICE
January 23, 2014

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
DRAINAGE					
SD-01	Unclassified Excavation	CY	150	\$ _____	\$ _____
SD-02	Landscaping - Seed No. 20	SY	540	\$ _____	\$ _____
SD-03	Erosion Control Revegetation Mat, Class I	SY	270	\$ _____	\$ _____
SPECIAL CONSTRUCTION					
SP-01	Provide Tracking Pad	EACH	1	\$ _____	\$ _____
SP-02	Provide Rock Filled Erosion Control Bags	EA	2	\$ _____	\$ _____
TOTAL AMOUNT BID:					\$ _____

Attachment: Exhibit A - Feaker (3094 : Resolution #15-23, Contractor Services Agreement for West Business Park Swale)

CITY OF DE PERE
WEST BUSINESS PARK SWALE
UNIT PRICE
 January 23, 2014

Company Name: Feaker & Sons (920) 660-1302
 Company Address: P.O. Box 5817
 Company Address: DePere, WI. 54115
 Company Representative: Randal Barlament
 Signature: Randal Barlament

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
DRAINAGE					
SD-01	Unclassified Excavation	CY	150	\$ 21.00	\$ 3150.00
SD-02	Landscaping - Seed No. 20	SY	540	\$ 1.00	\$ 540.00
SD-03	Erosion Control Revegetation Mat, Class I	SY	270	\$ 2.00	\$ 540.00
SPECIAL CONSTRUCTION					
SP-01	Provide Tracking Pad	EACH	1	\$ 800.00	\$ 800.00
SP-02	Provide Rock Filled Erosion Control Bags	EA	2	\$ 25.00	\$ 50.00
TOTAL AMOUNT BID:					\$ 5080.00

Attachment: Exhibit B - Feaker (3094 : Resolution #15-23, Contractor Services Agreement for West Business Park Swale)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 17, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-24, Authorizing Submission of Wisconsin Department of Natural Resources Urban Nonpoint Source & Storm Water Program Construction Grant Application.

The Board of Public Works recommends approval for the preparation and submittal of an application for the Urban Nonpoint Source and Storm Water Management Grant Program.

The Wisconsin Department of Natural Resources (WDNR) offers planning grants under the Urban Nonpoint Source and Storm Water Management Grant Program. This program is on a 2-year cycle. Grants for the upcoming cycle are due April 15, 2015. Grant funding may be up to \$150,000 for construction projects. The grant is a 50/50 match. Projects eligible for construction grants include:

- Construction of structural urban best management practices (BMPs) including detention, wet, infiltration, or wetland basins, or infiltration trenches.
- Engineering design and construction services for BMPs installation.
- Land acquisition and easement purchase, including appraisal cost.
- Storm sewer rerouting and removal of structures.
- Streambank and shoreline stabilization

The City received the revised WPDES Permit No. WI-S0050075-2 for storm water runoff in 2014. Requirements of this permit are based on recently established pollutant allocations for Total Maximum Daily Loads (TMDL's) to the lower Fox River. The permit requires the City to continue to implement post construction storm water management practices to reduce pollutant loads to the Lower Fox River. Staff proposes to submit a grant application for the construction of a storm water detention pond in Optimist Park to treat storm water from developed areas within the upper Cook Street drainage basin.

ATTACHMENTS:

- Reso15-24 (DOCX)
- CI-BOPW-2-9-2015-WDNRGrant (PDF)

RESOLUTION #15-24

AUTHORIZING SUBMISSION OF WISCONSIN DEPARTMENT OF NATURAL
RESOURCES URBAN NONPOINT SOURCE & STORM WATER
PROGRAM CONSTRUCTION GRANT APPLICATION

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) offers construction grants under its Urban Nonpoint Source and Storm Water Management Grant Program; and

WHEREAS, such grant, if awarded, will be used by the City to construct a storm water detention pond in Optimist Park in 2016 or 2017, with the WDNR covering 50% of costs up to a maximum grant amount of \$150,000; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the Director of Public Works to:

- Submit an application to the WDNR for financial assistance as described above;
- sign necessary documents; and
- take all other necessary action to undertake, direct and complete the approved project

BE IT FURTHER RESOLVED THAT:

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-24 (3095 : Resolution #15-24, Authorizing Submission of a WDNR Urban Storm Water Grant)

State of Wisconsin
Runoff Management Section-WT/3
Department of Natural Resources
101 South Webster Street
Madison, WI 53703 or
P.O. Box 7921
Madison WI 53707-7921

Urban Nonpoint Source & Storm Water (UNPS&SW)Program Construction Grant Application

Form 8700-299 (R 3/14)

Page 1 of 12

Notice: This application form template was created by the Wisconsin Department of Natural Resources. Application is hereby made to the Wisconsin Department of Natural Resources, Bureau of Watershed Management, for grant assistance consistent with s. 281.66, Wis. Stats., and Chapters NR 151, 154 and 155, Wis. Adm. Code. Collection of this information is authorized under the authority of s. 281.66, Wis. Stats. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.]. *Unless otherwise noted, all citations refer to Wisconsin Administrative Code.*

Please read the instructions prior to completion of this form. Complete all sections as applicable. Tab to each section or click in answer spaces.

Applicant Information

Calendar Year of Grant Start

Project Name

Applicant (governmental unit applying; name and type, e.g. Madison, City of)

Name of Government Official - Authorized Signatory (First Last)

Name of Government Official - Grant Contact Person (First Last)

Title

Title

Area Code + Phone Number

Area Code + Phone Number

E-Mail Address

E-Mail Address

Mailing Address - Street or PO Box

Mailing Address - Street or PO Box

City

State

ZIP Code

WI

City

State

ZIP Code

WI

Project Information

A. Location of Project

See Attachment A and Surface Water Data Viewer (SWDV) at <http://dnrm.wi.gov/SL/?Viewer=SWDV> for assistance in completing this question.

County

State Senate District number:

State Assembly District number:

Minor Civil Division (city, town, village, e.g., Wrightstown, Village of)	Township (N)	Range	E or W	Section	Quarter	Quarter- Quarter	Latitude (North, 4 to 7 decimal places)	Longitude (West, 4 to 7 decimal places)
	N							
	N							
	N							

Project Name:

UNPS&SW Program - Construction Grant Application

Form 8700-299

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Method for Determining Latitude & Longitude (check one)

- ☐ GPS ☐ DNR Surface Water Data Viewer
☐ Other (specify):

B. Project Summary and Description. Use this space for the project summary and description, not an attachment.

C. Watershed, Waterbody, and Pollutants See [Attachment A](#) and Surface Water Data Viewer (SWDV) at:

<http://dnrm.wi.gov/SL/?Viewer=SWDV> for assistance in completing this question.

(For example: Watershed Name: Oconomowoc River; Watershed Code: UR09; Primary Waterbody Name: Oconomowoc River; Nearest Water body: Flynn Creek.)

Note: If the project is in more than one watershed, submit a separate application for each watershed, unless this application is for a high-efficiency street sweeper.

Watershed Name	Watershed Code	Primary Waterbody Name	Nearest Waterbody Name

12-digit Hydrologic Unit Code (HUC):

Nonpoint Source Pollutant(s) Controlled by the Project

- ☐ Nutrients ☐ Sediment ☐ Other, specify:

D. Pro-Rating for Existing versus New Development

- ☐ Check this box if the project will serve existing development only. *Existing means in existence on or before October 1, 2004.*
 If not, provide attachments and the following:

100% Percentage of design volume from *existing* development. The default is 100%. Please change the percentage as necessary.

E. Endangered and Threatened Resources, Historic Places and Properties and Wetlands

Check the appropriate box for each question based on what the governmental unit knows to occur where the project disturbs land:

- ☐ 1. There are endangered or threatened resources as identified in s. 29.604, Wis. Stats., and ch. NR 27 in the project area.
☐ 2. There are archaeological sites, historical structures, burial sites, or other historic places identified in s. 44.45, Wis. Stats., in the project area.
☐ 3. There are wetlands in the project area that are governed by water quality standard provisions of ch. NR 103.
 (Answer with the SWDV map layer **Wetland Indicators** at
<http://dnrm.wi.gov/SL/Viewer.html?Viewer=SWDV&runWorkflow=Wetland>)

F. Alternative Funding Possibilities

- ☐ Check this box if applicant requests that the DNR also submit a copy of this application to the Clean Water Fund Program or the Small Loan Program.

G. Environmental Hazards Assessment

Project Name:

UNPS&SW Program - Construction Grant Application

Form 8700-299

(R 3/14)

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- ☐ Check this box if this project includes excavation or purchase of land or easement.
- ☐ Check this box if a completed copy of the Environmental Hazards Assessment Form (required for a project that includes excavation or the purchase of land or an easement) is attached to this application. (See Attachment H and <http://dnr.wi.gov/files/pdf/forms/1800/1800-001.pdf>.) If this is a project that includes excavation or the purchase of land or an easement, consult the Bureau of Remediation and Redevelopment (R&R) Site Map and answer the following questions using a map scale of 1:8529 or larger.
- ☐ 1. There is one or more open (ongoing cleanup) R&R sites on the same property where the excavation is planned.
- ☐ 2. There is one or more closed (completed cleanup) R&R sites on the same property where the excavation is planned.
- ☐ 3. There is one or more open (ongoing cleanup) R&R site on an adjacent property.
- ☐ 4. There is one or more closed (completed cleanup) R&R site on an adjacent property.

Part I. Screening Requirements**A. Maps and Photographs**

Yes

- ☐ An 8.5" x 11" map from the DNR data/map viewers, showing the project area and locations of proposed Best Management Practices (BMPs), is attached (link to <http://dnrmaps.wi.gov/SL/?Viewer=SWDV>).
- ☐ Aerial photo maps and project area photos are also included.

B. Best Management Practices (BMPs) For Which Funding Is Requested (check all that apply):Note: Storm water treatment practices on navigable waters or in wetlands are *not* eligible for funding under this program.

- ☐ Detention Basin
- ☐ Wetland Basin
- ☐ Filtration Practice
- ☐ Infiltration Practice
- ☐ Property Acquisition - Fee Title
- ☐ Property Acquisition - Easement
- ☐ Accelerated or High-Efficiency Street Sweeper
- ☐ Shoreline Habitat Restoration for Developed Areas
- Streambank or Shoreline Protection:
- ☐ Rip-Rapping
- ☐ Shaping and Seeding
- ☐ Other Streambank or Shoreline Protection (including Bio-engineering) - Specify below.
- ☐ Other (Specify)

C. Filters Note: The applicant must be able to check "Yes" to questions 1 through 8 below to be eligible for a grant. Check "Yes" to questions 9 through 14, if applicable. Applicants who answer "Yes" to Question 11 must check a, b, or c for Question 11.

Yes

- ☐ 1. Project is in an urban area as identified in Attachment B.
- ☐ 2. Project will be completed within 24 months of the start of the grant period.
- ☐ 3. Staff and contractors designated to work on this project have adequate training, knowledge, and experience to implement the proposed project.

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- ☐ 4. Staff or contractual services, in addition to those funded by this grant, will be provided if needed.
- ☐ 5. Best management practices constructed under this grant will not work at cross-purposes to and are consistent with non-agricultural performance standards under ch. NR 151 (see Attachments C & D).
- ☐ 6. The local DNR District Nonpoint Source Coordinator has been contacted and the project was discussed. See contacts at: <http://dnr.wi.gov/topic/nonpoint/NPScontacts.html>.

Name of the District Nonpoint Source Coordinator Contacted	Date Contacted	Subject of Contact

- ☐ 7. Construction Ordinance: Local regulations are in place to administer and enforce construction erosion controls in the governmental unit consistent with the non-agricultural performance standards in s. NR 151.11.
- ☐ 8. Post-Construction Ordinance: Local regulations are in place to administer and enforce post-construction runoff from areas of new development and re-development in the governmental unit consistent with the non-agricultural performance standards in s. NR 151.12.
- ☐ 9. Navigable Waters Determination: If this project will install an urban storm water treatment practice, the applicant has determined that the practice will not be located in any intermittent or perennial waterway shown on a map from the DNR's Surface Water Data Viewer identified below. Check the box to indicate the map has been consulted:
- ☐ Surface Water Data Viewer Map, 24K Hydro Layer at: <http://dnrmaps.wi.gov/SL/?Viewer=SWDV>
- ☐ 10. Wetlands Determinations: If this project will install an urban storm water treatment practice, the applicant has determined that the practice will not be located in any wetland based on consulting both the Wisconsin Wetland Inventory and Wetland Indicators maps. Check the box to indicate both map layers have been consulted.
- ☐ Wisconsin Wetland Inventory and Wetland Indicators at:
<http://dnrmaps.wi.gov/SL/Viewer.html?Viewer=SWDV&runWorkflow=Wetland>
- or
- A wetland delineation completed by a qualified person shows the BMP will not encroach upon a wetland.
- ☐ Provide the name and phone number of the wetland delineator.

Name:

Phone Number:

- ☐ 11. This is a proposed urban project which requires that the applicant have control of the property. If "Yes," please check the applicable statement below:
- ☐ a. The applicant is stating that it currently owns the property or has control of the property through an easement or a construction and maintenance agreement.
- ☐ b. The applicant has attached documentation to this application that states that the current owner of the property is willing to enter into a construction and maintenance agreement with the grant applicant prior to the award of the grant.
- ☐ c. The applicant proposes purchasing the property (fee title) or an interest in the property (easement), and the applicant has attached documentation (e.g., option to purchase or offer to purchase) that the sale will be completed prior to the award of the grant.
- ☐ 12. Applicant declares that *one* of the two statements below is **TRUE**. Please check the box to indicate that the statement is true.
- ☐ a. The applicant is not the University of Wisconsin Board of Regents.
- ☐ b. The applicant is the University of Wisconsin Board of Regents **and** the project will develop recommendations for a UW Campus area located in a municipality that meets **both** of the following criteria:
- ☐ i. The applicant is required to obtain a permit under subchapter I. of ch. NR 216; **and**
- ☐ ii. The municipality is located either in a priority watershed or lake area identified under s. 281.65, Wis. Stats., or in an area of concern as identified by the International Joint Commission under the Great Lakes Water Quality Agreement.
- ☐ 13. This application is a joint application among local units of government, and a DRAFT Inter-Governmental Agreement is attached (see Attachment I).
- ☐ 14. This applicant currently has an existing Runoff Management grants, and the applicant hereby certifies that all such grant projects shall be completed within the applicable grant period for each.

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[illegible]

Project Name: _____

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3. Storm Sewer Reroute		
4. Structure Removal		
5. Subtotal: (add rows 1 through 4)		
6. Property Acquisition (Fee Title & Easement see attachment F for requirements)		
7. Grand Total: (add rows 5 and 6)		

B.1. (continued) Cost Sharing Worksheet

Eligible Costs:	Prorate %	Cost-Share %	
8. Construction and Design (Row 5 * Prorate * Cost-share %)	100 %	50 %	\$
9. Property Acquisition: (Row 6 * Prorate * Cost-share %)	100 %	50 %	\$

Cap Test:

10. Construction and Design (Row 8 or \$150,000, whichever is less)	\$
11. Property Acquisition (Row 9 or \$50,000, whichever is less)	\$
12. Maximum State Share (sum of Rows 10 + 11)	\$

State and Local Share:

13. Requested State-Share Amount (= Requested Grant Amount)	\$
14. Local-Share Amount (Row 7, Column B, less Row 13)]	\$

Local-Share Source(s) _____

B. 2. Method used to Calculate Cost Estimates: Check the appropriate box.

- ☐ 1. Project costs are based on completed design and competitive bid on the project. Construction components and costs above in B.1. should be detailed. Provide documentation attached to this application.
- ☐ 2. Project costs are based on completed design with materials and labor costs based on similar, recently bid projects. Construction components above in B.1. should be detailed. Provide documentation in this application.
- ☐ 3. Project design is not complete; however, the proposed project and costs are based on similar and recent projects and costs. Provide as much construction detail above in B.1. as possible. Provide documentation for this method in this application.
- ☐ 4. Project design is not complete and the cost estimate is based on an average or a range of projects and costs. Provide as much construction detail above as possible. Provide documentation for this method in this application.
- ☐ 5. Project and costs are less specific than choices above. Provide an explanation for cost estimates attached to this application.

C. Cost-Effectiveness. Please provide narrative answers to Parts C.1. and C.2. You are advised to answer Part C.3., though you are not required to do so.

1. Describe the environmental benefits this project will achieve.

2. Describe why the proposed management measures are reasonable means to attain the project benefits based upon such factors as cost, effectiveness, site feasibility, available technical standards, and practicality.

Project Name: _____

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3. If you evaluated one or more alternative management measures, describe why the alternative(s) is not being recommended.

Question 2. Project Evaluation Strategy**A. Modeling and Measures of Change**

Pre- and post-project evaluation measures used to ensure success in meeting project goals.

The applicant *must* agree to provide a description of the modeled results or changes in pollution potential in the final project report submitted for the project, and will provide their modeling and analysis to the storm water permit specialist responsible for their community. The project evaluation strategy will be based on comparing pre- and post-project changes in modeled pollutant loading to water resources or will be based on the quantity of units managed.

Check all that apply in the table below.

Priority for Developed Urban Area		Units of Measure		Recommended Measurement Method
☐ 1.	20-40% Reduction in Total Suspended Solids (TSS)	a.	Pounds TSS reduced	SLAMM, P-8
		b.	% TSS reduction	
☐ 2.	Infiltration	a.	% Pre-development stay-on volume	Recarga, SLAMM, P-8
		b.	Cubic feet stay-on volume	
☐ 3.	Peak Flow Discharge	a.	Change in cubic feet per second	TR-55 or equivalent
☐ 4.	Protective Areas	a.	Feet of bank protected	Count
☐ 5.	Fueling and Maintenance Areas	a.	Oily sheen presence	Visual assessment
☐ 6.	Streambank	a.	Tons of bank erosion reduced	NRCS bank erosion formula
		b.	Feet of bank protected	Count
☐ 7.	Other (specify)			

B. Water Quality Monitoring (not eligible for cost sharing at this time)

If, in addition to the above, the project evaluation strategy includes evaluating BMP effectiveness and/or pre- and post-project water resource monitoring, and the information will be provided to DNR in the final project report, check all that apply below.

- ☐ 1. A one-page summary of the monitoring strategy is attached.
- ☐ 2. The project will evaluate the in-stream physical habitat, fisheries, biological, or chemical conditions.
- ☐ 3. The project will evaluate BMP pollution reduction effectiveness (e.g. inlet/outlet monitoring).
- ☐ 4. The applicant is willing to participate with the Department to do monitoring in the project area should funding become available.

Question 3. Evidence of Local Support

For A., check the applicable situation that exists at the time of application. One or both boxes under B. may be checked.

A. Budget

Project Name: _____

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- ☐ 1. Adopted Budget: The municipal governing body or utility board has included the Local Share cost of this project within the municipal operating budget or utility district budget. If yes, provide details.
- ☐ 2. Capital Budget: The municipality or utility has included this project's anticipated costs within its adopted Capital Improvement Plan. If yes, provide details.
- ☐ 3. Proposed Budget: The Public Works Department has or will include the costs for this project within its preliminary budget proposal to be submitted to committee. If yes, provide details.

B. Public Information

- ☐ 1. The applicant has already conducted public outreach activities about the proposed project with property owners in the immediate project area. If yes, provide details.
- ☐ 2. This project has been discussed at a governmental meeting open to the public. If yes, provide details.

Question 4. Water Quality Needs (check one, A through G)

The project must be consistent with at least one of the following seven watershed priorities. Check the one water quality category which best identifies the water quality need(s) which the project **directly deals with**: (check **only one**)

Note: For border waters where a State of the Basin Report does not exist, another governmental document acceptable to the Regional Nonpoint Source Coordinator may be used to identify the water quality need.

Surface Water Considerations☐ **A. Clean Water Act section 303(d) List of Impaired Waters**

A water body (lake or stream) on the latest Clean Water Act (CWA) section 303(d) List of Impaired Waters, where the cause of the water quality impairment is nonpoint source pollution **and this project** will reduce the type of nonpoint source pollutants for which the water is listed. (See Attachment A)

Name of Applicable Impaired Water: _____

Name of Pollutant Causing Impairment: _____

☐ **B. Outstanding or Exceptional Resource Waters or Other Areas of Special Natural Resource Interest**
B. Outstanding or Exceptional Resource Waters or Other Areas of Special Natural Resource Interest
 Prevention of degradation due to nonpoint sources of outstanding resource waters (ORW) (per s. NR 102.10) or exceptional resource waters (ERW) (per s. NR 102.11) or other areas of special natural resource interest (ASNRI).

To locate ORW/ERW and other ASNRI's see Attachment A and go to DNR's Surface Water Data Viewer Designated Waters Theme at <http://apwmad0d1600/SL/Viewer.html?Viewer=SWDV&runWorkflow=DesignatedWaters>.

Name of Applicable ORW/ERW or ASNRI: _____

☐ **C. Not Fully Supporting Uses or NPS Ranking of High or Medium**

A water body (lake or stream) identified in a DNR-approved Basin/Watershed Plan as not supporting designated uses due to nonpoint sources, but is not on the section 303(d) List. In newer plans, these waters are categorized as "supporting" (as opposed to "fully supporting") designated uses; in plans prior to 2010 they were labeled as "partially meeting" designated uses. Or, the project is located in watershed, lake watershed, or other area ranked high or medium on the NPS Rankings List, where the goals of the project are directly associated with the reason for the ranking on the NPS Rankings List.

☐ **D. Surface Water Quality**

Prevention of surface water quality degradation due to nonpoint sources.

Project Name: _____

UNPS&SW Program - Construction Grant Application

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Groundwater Considerations For assistance with this section, please consult the DNR District Drinking Water and Groundwater Specialist at <http://dnr.wi.gov/topic/drinkingwater/contact.html> or the County Extension office.

- ☐ **E. Exceeds Groundwater Enforcement Standard**
Groundwater within the project area where representative information indicates there are levels for NPS contaminants that exceed groundwater enforcement standards.
- ☐ **F. Exceeds Groundwater Preventive Action Limit**
Groundwater within the project area where representative information indicates there are levels for NPS contaminants that exceed groundwater preventive action limits.
- ☐ **G. Groundwater Quality**
The project area is within a geological area defined in s. NR 151.015(18) as susceptible to groundwater contamination. (See Attachment G)

Drinking Water Bonus Points

- Yes** Check this box if the project water quality goals identified above relate to the reduction of nonpoint source contaminants in community or non-community public drinking water supplies. This includes municipal water supplies governed by chs. NR 809 and 811; other-than-municipal (OTM) water supplies governed by chs. NR 809 & 811; non-transient water supplies governed by chs. NR 809 and 812; and transient water supplies governed by chs. NR 809 and 812.
- ☐ 1. If your project will reduce nonpoint source contaminants in community or non-community public drinking water supplies and you checked box E, F, or G in the "Groundwater Considerations" section above, please choose a, b or c below and move on to Question 5. (You will need assistance from your DNR District Grant Coordinator <http://dnr.wi.gov/topic/nonpoint/NPScontacts.html> or Water Supply Specialist <http://dnr.wi.gov/topic/drinkingwater/Contact.html> to answer.)
- ☐ a. Check this box if the project is located: within the wellhead protection area of a municipal well, or within 1,200 feet of a municipal well for which a wellhead protection area is not delineated, or within 1,200 feet of an OTM water supply well, or within 1,200 feet of a transient water supply well.
- ☐ b. Check this box if the project is located within 200 feet of transient water supply well.
- ☐ c. Check this box if **neither** a nor b applies
2. If your project will reduce nonpoint source contaminants in community or non-community public drinking water supplies and you checked box A, B, C, or D in the "Surface Water Considerations" section above, please place a check mark next to the drainage area where the project is located: (See Attachment E)
- | | |
|---|---|
| ☐ Pike River and Creek | ☐ Twin Rivers |
| ☐ Root River | ☐ Kewaunee and Ahnapee Rivers |
| ☐ Oak Creek | ☐ Menominee River |
| ☐ Milwaukee River | ☐ Fish Creek |
| ☐ Sauk Creek | ☐ St. Louis and Nemadji Rivers |
| ☐ Sheboygan and Onion Rivers | ☐ Lake Winnebago |
| ☐ Manitowoc River | |

Question 5. Extent of Pollutant Control**A. Ch. NR 151 Performance Standard for Total Suspended Solids**

- ☐ Check this box if this project focuses on meeting s. NR 151.13 Total Suspended Solids (TSS) Performance Standard to control TSS carried in existing urban area runoff that enters waters of the state, as part of a NR 216 municipal separate storm sewer system (MS4) permit.
Note: This does not include stream bank restoration.

B. Other Water Resources Management Priority

- ☐ Check this box if the proposed project addresses a water resources management priority other than the ch. NR 151 performance standard in Part A., above.
If checked, describe the priority and how the project addresses this priority.

C. Planning Data And Source Targeting

- ☐ Check this box if the applicant has quantitative planning information that ranks pollution sources from highest to lowest in severity and the proposed project will manage a pollution source contained in the top 50% of the ranked list. If "Yes," provide the following information:
1. Summary of the targeting analysis that justifies the proposed project and provides the project's ranking from that analysis.

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2. Name of document(s):

3. Date(s) published:

4. Pertinent page number(s):

5. A copy of non-state department document(s) is available (check all that apply):

☐ At this website:☐ Attached to this application for:☐ Contact this person:

Name:

Phone:

Question 6. Consistency with Resource Management Plans And Supporting Regulations**A. Consistency with Resource Management Plans**

- ☐ Check this box if the proposed project implements a water quality recommendation from a locally approved resource management plan. Examples include Smart Growth plans, Legacy Community plans, Water Star plans, local Storm Water Management plans, wellhead protection, lake management, regional water quality plans, Remedial Action plans and other watershed-based nonpoint source control plans.

(This question does not include a TMDL report, TMDL implementation plan, or County Land and Water Resource Management Plan.)

If checked, cite the name and date(s) of publication of the document and pertinent page numbers. Provide URL or attach pertinent pages. Summarize the water quality recommendation(s) and describe how it relates to the goals of this proposed project.

B. Supporting Regulations

Check the box for the statement that applies to this project. The project is located within an area which has:

- ☐ 1. One or more regulations that implement the non-agricultural performance standards for developed urban areas under s. NR 151.13;
- ☐ 2. Other regulations designed to reduce the impact on water quality from new development, other than construction site erosion control or a storm water ordinance.

Describe the regulations indicated above in relation to the goals of this project.

Question 7. Use of Additional Funding

- ☐ Check this box if the applicant is requesting less state share on Row 13 of Question 1B (Cost-Sharing Worksheet) than it was offered on Row 12 of that section.

Question 8. City of Racine

- ☐ Check this box if this is an application from the City of Racine for a project that is necessary for the city to comply with state storm water permitting requirements.

Part III. Eligibility for Multipliers

Completion of this part of the application is optional. However, an applicant can increase the final project score by qualifying for a project multiplier.

Local Implementation Program

Yes N/A

- ☐ A. The applicant governmental unit is implementing a pollution prevention information and education program targeted for property owners and other residents.
- ☐ ☐ B. The applicant governmental unit is implementing a nutrient management plan for municipally-owned properties of at least five acres of pervious area where nutrients are applied
- ☐ C. The applicant governmental unit is implementing a tracking of storm water permitting activity (construction and post-construction) in the governmental unit and can make summary information available to the DNR upon request.

Project Name:

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Optional Additional Information

Carefully review your answers to all of the questions above. Is there additional information that will add to the department's understanding of this project? If so, describe here.

Applicant Certification

A Responsible Government Official (authorized signatory) must sign and date the application form prior to submittal to the DNR. I certify that, to the best of my knowledge, the information contained in this application and attachments is correct and true.

Signature of Responsible Government Official

Date Signed

Name (*Please Print*)

Title

☐ Check this box if the required, completed Governmental Responsibility Resolution (see Attachment J) is attached

Submittal Directions

To be considered for funding, provide the following for each application submitted:

- One hard copy of the completed application form [DNR Form 8700-299 (R 1/14) with **original signature in blue ink** plus all attachments;
- Three additional hard copies of the completed, signed application form plus all attachments; and
- One electronic copy of the completed application form in **PDF format only** plus all attachments and maps on CD.

All application materials must be postmarked by midnight **April 15 of the same calendar year**.

Mail to: Department of Natural Resources
Runoff Management Section -WT/3
101 South Webster Street
Madison, WI 53703

or

PO Box 7921
Madison WI 53707-7921

Project Name: _____

**UNPS&SW Program - Construction Grant
Application**

Form 8700-299

(R 3/14)

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Please use this page to write any constructive comment(s) you might have to improve this application.

Thank you.

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

MEETING DATE: February 17, 2015

DEPARTMENT: Common Council

FROM: Lisa Renier

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

ATTACHMENTS:

- February 2015 Appointment Letter (DOC)

Memo

City of De Pere

To: City Council Members
 From: Michael J. Walsh, Mayor
 Subject: Re-Appointments
 Date: February 13, 2015

I am submitting the following names re-appointment at the February 17, 2015 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Board/Commission

Appointment/Re-Appointment

Historic Preservation Commission

Gene Hackbarth/Re-Appointment

Historic Preservation Commission

Mike Fleck/Re-Appointment

Housing Authority

Robert Phillips/Re-Appointment

Attachment: February 2015 Appointment Letter (3123 : Appointments)

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

MEETING DATE: February 17, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 2-17-15 VOUCHERS (PDF)

2/10/2015 4:02 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04682 FEB 2015 COUNCIL - 2 2-17-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6426	ACL							
	I-201501-0	ACL	R	2/17/2015		107.20CR	074159	107.20
0302	AIRGAS USA LLC							
	I-9924827411	AIRGAS USA LLC	R	2/17/2015		219.87CR	074160	
	I-9924827412	AIRGAS USA LLC	R	2/17/2015		88.56CR	074160	
	I-9924827413	AIRGAS USA LLC	R	2/17/2015		380.60CR	074160	689.03
2982	ALL CITY COMMUNICATIONS							
	I-4699567-020115	ALL CITY COMMUNICATIONS	R	2/17/2015		157.66CR	074161	157.66
6022	APPLETON POST CRESCENT							
	I-8673981	APPLETON POST CRESCENT	R	2/17/2015		717.37CR	074162	717.37
2050	ASSOCIATED TRUST COMPANY							
	I-1916	ASSOCIATED TRUST COMPANY	R	2/17/2015		332.75CR	074163	332.75
5604	AURORA BAYCARE MED CTR LLC							
	I-TT157	AURORA BAYCARE MED CTR LLC	R	2/17/2015		1,026.25CR	074164	1,026.25
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-72694	BADGER MAILING & SHIPPING SYST	R	2/17/2015		162.04CR	074165	162.04
0020	BADGERLAND PRINTING INC							
	I-24998	BADGERLAND PRINTING INC	R	2/17/2015		16.00CR	074166	
	I-25085	BADGERLAND PRINTING INC	R	2/17/2015		224.00CR	074166	
	I-25122	BADGERLAND PRINTING INC	R	2/17/2015		40.00CR	074166	280.00
0023	BATTERIES PLUS LLC							
	I-501-237980-01	BATTERIES PLUS LLC	R	2/17/2015		130.45CR	074167	130.45
0027	BAY TOWEL INC							
	I-1928481	BAY TOWEL INC	R	2/17/2015		128.32CR	074168	
	I-1933259	BAY TOWEL INC	R	2/17/2015		41.62CR	074168	
	I-1933260	BAY TOWEL INC	R	2/17/2015		54.17CR	074168	
	I-1935255	BAY TOWEL INC	R	2/17/2015		128.32CR	074168	
	I-1935276	BAY TOWEL INC	R	2/17/2015		84.05CR	074168	
	I-1936635	BAY TOWEL INC	R	2/17/2015		41.62CR	074168	478.10
0025	BAYCOM INC							
	I-92674	BAYCOM INC	R	2/17/2015		240.00CR	074169	240.00

Attachment: 2-17-15 VOUCHERS (3113 : Voucher Approval.)

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PAGE: 2

PACKET: 04682 FEB 2015 COUNCIL - 2 2-17-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6473	BEAVER OF WISCONSIN INC							
	I-86996	BEAVER OF WISCONSIN INC	R	2/17/2015		860.25CR	074170	860.25
2970	BELLINHEALTH INC							
	I-60	BELLINHEALTH INC	R	2/17/2015		117.62CR	074171	117.62
0649	BRAUER SUPPLY & EQUIPMENT							
	I-201501311	BRAUER SUPPLY & EQUIPMENT	R	2/17/2015		301.19CR	074172	301.19
0038	BROADWAY AUTOMOTIVE INC							
	I-302994P	BROADWAY AUTOMOTIVE INC	R	2/17/2015		123.90CR	074173	
	I-744932	BROADWAY AUTOMOTIVE INC	R	2/17/2015		150.00CR	074173	273.90
0039	BROOKS TRACTOR INC							
	I-D37216	BROOKS TRACTOR INC	R	2/17/2015		24.06CR	074174	24.06
2944	BROWN COUNTY JAIL							
	I-201502094316	BROWN COUNTY JAIL	R	2/17/2015		560.00CR	074175	560.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-27131	BROWN COUNTY PORT SOLID WASTE	R	2/17/2015		14,680.43CR	074176	14,680.43
2984	BROWN COUNTY TREASURER							
	I-2015-00000024	BROWN COUNTY TREASURER	R	2/17/2015		3,637.68CR	074177	3,637.68
0115	CARQUEST AUTO PARTS LLC							
	I-6339-199772	CARQUEST AUTO PARTS LLC	R	2/17/2015		34.98CR	074178	
	I-6339-199780	CARQUEST AUTO PARTS LLC	R	2/17/2015		4.55CR	074178	39.53
2708	CLEANING SOLUTION SERVICES INC							
	I-05-10022	CLEANING SOLUTION SERVICES INC	R	2/17/2015		1,375.00CR	074179	
	I-05-10023	CLEANING SOLUTION SERVICES INC	R	2/17/2015		1,732.00CR	074179	
	I-05-10024	CLEANING SOLUTION SERVICES INC	R	2/17/2015		1,265.00CR	074179	
	I-05-9923	CLEANING SOLUTION SERVICES INC	R	2/17/2015		1,265.00CR	074179	
	I-05-9992	CLEANING SOLUTION SERVICES INC	R	2/17/2015		264.81CR	074179	5,901.81
7107	COPPENS ROOFING INC.							
	I-201502094317	COPPENS ROOFING INC.	R	2/17/2015		1,197.50CR	074180	1,197.50
0075	DIGGERS HOTLINE INC							
	I-140 9 36401	DIGGERS HOTLINE INC	R	2/17/2015		666.69CR	074181	
	I-150 1 36401	DIGGERS HOTLINE INC	R	2/17/2015		125.64CR	074181	792.33

Attachment: 2-17-15 VOUCHERS (3113 : Voucher Approval.)

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PACKET: 04682 FEB 2015 COUNCIL - 2 2-17-14

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7068	DORN INDUSTRIAL SALES & SOLUTIONS INC.							
	I-25167	DORN INDUSTRIAL SALES & SOLUTI	R	2/17/2015		74.38CR	074182	74.38
7108	ELSTER SOLUTIONS, LLC							
	I-9000056996	ELSTER SOLUTIONS, LLC	R	2/17/2015		1,290.00CR	074183	1,290.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1706667	EMERGENCY MEDICAL PRODUCTS INC	R	2/17/2015		71.82CR	074184	
	I-1709267	EMERGENCY MEDICAL PRODUCTS INC	R	2/17/2015		616.90CR	074184	
	I-1709551	EMERGENCY MEDICAL PRODUCTS INC	R	2/17/2015		109.50CR	074184	
	I-1711429	EMERGENCY MEDICAL PRODUCTS INC	R	2/17/2015		99.90CR	074184	898.12
0086	EMPLOYEE RESOURCE CENTER INC							
	I-115-1130	EMPLOYEE RESOURCE CENTER INC	R	2/17/2015		345.00CR	074185	345.00
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201502094318	EMS MEDICAL BILLING ASSOC LLC	R	2/17/2015		4,785.76CR	074186	4,785.76
3452	ESRI INC							
	I-92930001	ESRI INC	R	2/17/2015		13,100.00CR	074187	13,100.00
0091	FASTENAL COMPANY							
	I-WIGRE304366	FASTENAL COMPANY	R	2/17/2015		48.89CR	074188	48.89
0331	FERGUSON WATERWORKS #1476 INC							
	I-166331	FERGUSON WATERWORKS #1476 INC	R	2/17/2015		219.20CR	074189	219.20
2627	FESTIVAL FOODS INC							
	I-201502094319	FESTIVAL FOODS INC	R	2/17/2015		18.19CR	074190	
	I-201502094320	FESTIVAL FOODS INC	R	2/17/2015		34.91CR	074190	53.10
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-13849	FIRE APPARATUS & EQUIPMENT INC	R	2/17/2015		273.73CR	074191	273.73
5124	FIRELINE SPRINKLER CORP							
	I-6551-14D	FIRELINE SPRINKLER CORP	R	2/17/2015		725.00CR	074192	725.00
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2985310-00	FIRST SUPPLY GREEN BAY LLC	R	2/17/2015		67.46CR	074193	67.46
0835	FOSTER COACH SALES INC							
	I-5782	FOSTER COACH SALES INC	R	2/17/2015		62.01CR	074194	62.01

Attachment: 2-17-15 VOUCHERS (3113 : Voucher Approval.)

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PACKET: 04682 FEB 2015 COUNCIL - 2 2-17-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0562	GALL'S INC							
	C-2704155	GALL'S INC	R	2/17/2015		65.45	074195	
	I-2605131	GALL'S INC	R	2/17/2015		65.45CR	074195	
	I-3048909	GALL'S INC	R	2/17/2015		143.15CR	074195	
	I-3068897	GALL'S INC	R	2/17/2015		42.95CR	074195	186.10
6725	GALLAGHER'S PIZZA INC.							
	I-3941	GALLAGHER'S PIZZA INC.	R	2/17/2015		35.75CR	074196	35.75
1891	GANNETT WI MEDIA							
	I-8675945	GANNETT WI MEDIA	R	2/17/2015		610.47CR	074197	610.47
0349	GEMINI PLASTICS INC.							
	I-104230	GEMINI PLASTICS INC.	R	2/17/2015		23.94CR	074198	23.94
2544	GLOBAL RECOGNITION INC							
	I-146495	GLOBAL RECOGNITION INC	R	2/17/2015		784.30CR	074199	
	I-146626	GLOBAL RECOGNITION INC	R	2/17/2015		456.30CR	074199	1,240.60
0116	GRAINGER INC							
	I-9644348212	GRAINGER INC	R	2/17/2015		113.60CR	074200	
	I-9655467521	GRAINGER INC	R	2/17/2015		33.71CR	074200	147.31
0666	GRAY'S INC							
	I-32358	GRAY'S INC	R	2/17/2015		305.00CR	074201	305.00
0119	GREATER GREEN BAY CHAMBER							
	I-135141 B	GREATER GREEN BAY CHAMBER	R	2/17/2015		512.50CR	074202	
	I-141483	GREATER GREEN BAY CHAMBER	R	2/17/2015		3,900.00CR	074202	4,412.50
0124	GREEN BAY CITY TREASURER							
	I-101076	GREEN BAY CITY TREASURER	R	2/17/2015		35,512.00CR	074203	35,512.00
2044	GREEN BAY TITLE COMPANY INC							
	I-GB35953	GREEN BAY TITLE COMPANY INC	R	2/17/2015		475.00CR	074204	475.00
3521	HD SUPPLY WATERWORKS LTD							
	I-D428106	HD SUPPLY WATERWORKS LTD	R	2/17/2015		95,523.00CR	074205	
	I-D428249	HD SUPPLY WATERWORKS LTD	R	2/17/2015		54,060.00CR	074205	
	I-D500174	HD SUPPLY WATERWORKS LTD	R	2/17/2015		964.80CR	074205	150,547.80
3571	HEARTLAND BUSINESS SYSTEMS INC							
	I-I150123169	HEARTLAND BUSINESS SYSTEMS INC	R	2/17/2015		262.50CR	074206	262.50

Attachment: 2-17-15 VOUCHERS (3113 : Voucher Approval.)

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PACKET: 04682 FEB 2015 COUNCIL - 2 2-17-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5484	HYDRO DESIGNS INC							
	I-34641-IN	HYDRO DESIGNS INC	R	2/17/2015		2,876.00CR	074207	2,876.00
0670	IACP-MEMBERSHIP							
	I-201502094321	IACP-MEMBERSHIP	R	2/17/2015		150.00CR	074208	150.00
6886	IMMIXTECHNOLOGY INC.							
	I-106976	IMMIXTECHNOLOGY INC.	R	2/17/2015		147.95CR	074209	147.95
1399	INDOFF INC							
	I-2568385	INDOFF INC	R	2/17/2015		172.50CR	074210	
	I-2573800	INDOFF INC	R	2/17/2015		128.28CR	074210	
	I-2575122	INDOFF INC	R	2/17/2015		20.94CR	074210	
	I-2575797	INDOFF INC	R	2/17/2015		391.45CR	074210	
	I-2577189	INDOFF INC	R	2/17/2015		56.99CR	074210	
	I-2577210	INDOFF INC	R	2/17/2015		43.58CR	074210	
	I-2579169	INDOFF INC	R	2/17/2015		54.95CR	074210	
	I-2581409	INDOFF INC	R	2/17/2015		75.40CR	074210	944.09
1276	JX ENTERPRISES INC							
	C-D-250120158	JX ENTERPRISES INC	R	2/17/2015		149.36	074211	
	C-D-250220110	JX ENTERPRISES INC	R	2/17/2015		319.51	074211	
	C-D-250220122	JX ENTERPRISES INC	R	2/17/2015		373.92	074211	
	I-D-243440090	JX ENTERPRISES INC	R	2/17/2015		76.19CR	074211	
	I-D-250080091	JX ENTERPRISES INC	R	2/17/2015		149.36CR	074211	
	I-D-250160008	JX ENTERPRISES INC	R	2/17/2015		319.51CR	074211	
	I-D-250230059	JX ENTERPRISES INC	R	2/17/2015		44.38CR	074211	
	I-D-250230165	JX ENTERPRISES INC	R	2/17/2015		23.09CR	074211	
	I-D-250260063	JX ENTERPRISES INC	R	2/17/2015		10.10CR	074211	
	I-D-250260136	JX ENTERPRISES INC	R	2/17/2015		61.12CR	074211	
	I-D-250280006	JX ENTERPRISES INC	R	2/17/2015		5.59CR	074211	
	I-D-250280144	JX ENTERPRISES INC	R	2/17/2015		216.30CR	074211	
	I-D-250290101	JX ENTERPRISES INC	R	2/17/2015		90.59CR	074211	
	I-D-250290102	JX ENTERPRISES INC	R	2/17/2015		140.92CR	074211	
	I-D-250290110	JX ENTERPRISES INC	R	2/17/2015		26.43CR	074211	
	I-D-250340122	JX ENTERPRISES INC	R	2/17/2015		12.30CR	074211	
	I-D-250350114	JX ENTERPRISES INC	R	2/17/2015		36.70CR	074211	369.79
VOID	VOID CHECK		V	2/17/2015			074212	**VOID**
1	KIESLER'S POLICE SUPPLY							
	I-201502094322	747747	R	2/17/2015		70.00CR	074213	70.00

Attachment: 2-17-15 VOUCHERS (3113 : Voucher Approval.)

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PACKET: 04682 FEB 2015 COUNCIL - 2 2-17-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
3140	KUNDINGER FLUID POWER INC							
	I-50315470	KUNDINGER FLUID POWER INC	R	2/17/2015		1,106.25CR	074214	1,106.25
6914	L C UNITED PAINTING							
	I-201502094314	L C UNITED PAINTING	R	2/17/2015		28,900.00CR	074215	28,900.00
6249	LANAIR PRODUCTS LLC							
	I-340884-IN	LANAIR PRODUCTS LLC	R	2/17/2015		140.44CR	074216	
	I-9302928950B	LANAIR PRODUCTS LLC	R	2/17/2015		11.99CR	074216	
	I-9303051882	LANAIR PRODUCTS LLC	R	2/17/2015		71.29CR	074216	223.72
0159	LEXIS NEXIS INC							
	I-1501254192	LEXIS NEXIS INC	R	2/17/2015		214.00CR	074217	214.00
0173	MENARDS INC							
	I-55457	MENARDS INC	R	2/17/2015		258.00CR	074218	
	I-55592	MENARDS INC	R	2/17/2015		22.65CR	074218	
	I-55949	MENARDS INC	R	2/17/2015		21.58CR	074218	
	I-55979	MENARDS INC	R	2/17/2015		36.66CR	074218	
	I-56216	MENARDS INC	R	2/17/2015		192.83CR	074218	
	I-56301	MENARDS INC	R	2/17/2015		40.31CR	074218	
	I-56346	MENARDS INC	R	2/17/2015		12.99CR	074218	585.02
3191	NIELSON COMMUNICATIONS INC							
	I-GB15-18737	NIELSON COMMUNICATIONS INC	R	2/17/2015		10.60CR	074219	10.60
0531	NORTHEAST AUTO PARTS INC							
	C-298240	NORTHEAST AUTO PARTS INC	R	2/17/2015		56.25	074220	
	C-298283	NORTHEAST AUTO PARTS INC	R	2/17/2015		32.26	074220	
	I-298044	NORTHEAST AUTO PARTS INC	R	2/17/2015		12.49CR	074220	
	I-298143	NORTHEAST AUTO PARTS INC	R	2/17/2015		19.03CR	074220	
	I-298208	NORTHEAST AUTO PARTS INC	R	2/17/2015		17.99CR	074220	
	I-298232	NORTHEAST AUTO PARTS INC	R	2/17/2015		247.67CR	074220	
	I-298277	NORTHEAST AUTO PARTS INC	R	2/17/2015		140.56CR	074220	
	I-298301	NORTHEAST AUTO PARTS INC	R	2/17/2015		75.97CR	074220	
	I-298345	NORTHEAST AUTO PARTS INC	R	2/17/2015		80.24CR	074220	505.44
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000105874	NORTHEAST WI TECH COLLEGE	R	2/17/2015		1,422.72CR	074221	1,422.72
0187	NSIGHT TELS SERVICES							
	I-201502104323	NSIGHT TELS SERVICES	R	2/17/2015		64.40CR	074222	64.40

Attachment: 2-17-15 VOUCHERS (3113 : Voucher Approval.)

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PACKET: 04682 FEB 2015 COUNCIL - 2 2-17-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0197	PACKER CITY INTERNATIONAL INC							
	I-X101013472:01	PACKER CITY INTERNATIONAL INC	R	2/17/2015		180.10CR	074223	
	I-X101014164:01	PACKER CITY INTERNATIONAL INC	R	2/17/2015		56.10CR	074223	236.20
0208	POMP'S TIRE SERVICE INC							
	C-10344329	POMP'S TIRE SERVICE INC	R	2/17/2015		120.00	074224	
	I-1010025511	POMP'S TIRE SERVICE INC	R	2/17/2015		722.46CR	074224	
	I-1010025512	POMP'S TIRE SERVICE INC	R	2/17/2015		790.70CR	074224	
	I-1010025694	POMP'S TIRE SERVICE INC	R	2/17/2015		290.00CR	074224	1,683.16
1246	PREVEA WORKMED INC							
	I-93604	PREVEA WORKMED INC	R	2/17/2015		319.75CR	074225	
	I-93671	PREVEA WORKMED INC	R	2/17/2015		175.00CR	074225	494.75
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-344511	PROFESSIONAL SERVICE INDUSTRIES, INC.	R	2/17/2015		1,215.00CR	074226	1,215.00
4208	RED THE UNIFORM TAILOR							
	I-W59162	RED THE UNIFORM TAILOR	R	2/17/2015		224.00CR	074227	224.00
2561	TOM ROFFERS							
	I-201502104324	TOM ROFFERS	R	2/17/2015		100.00CR	074228	100.00
1890	S I METALS AND SUPPLY							
	I-164755	S I METALS AND SUPPLY	R	2/17/2015		230.50CR	074229	230.50
6768	SAINT NORBERT COLLEGE							
	I-02	SAINT NORBERT COLLEGE	R	2/17/2015		97.00CR	074230	97.00
0235	SAINT VINCENT HOSPITAL							
	I-39939	SAINT VINCENT HOSPITAL	R	2/17/2015		55.84CR	074231	55.84
1516	SCHENCK BUSINESS SOLUTIONS, SC							
	I-SC10049703	SCHENCK BUSINESS SOLUTIONS, SC	R	2/17/2015		5,800.00CR	074232	5,800.00
0242	SCOTT CONSTRUCTION INC							
	I-11285MB	SCOTT CONSTRUCTION INC	R	2/17/2015		754.20CR	074233	754.20
0406	SIMPLEXGRINNELL INC							
	I-80960531	SIMPLEXGRINNELL INC	R	2/17/2015		465.00CR	074234	465.00
1494	STATE BAR CLE REGISTRATIONS							
	I-522191	STATE BAR CLE REGISTRATIONS	R	2/17/2015		62.91CR	074235	
	I-522612	STATE BAR CLE REGISTRATIONS	R	2/17/2015		150.29CR	074235	213.20

Attachment: 2-17-15 VOUCHERS (3113 : Voucher Approval.)

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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
0255	STELLPFLUG LAW SC							
	I-406-01M (228)	STELLPFLUG LAW SC	R	2/17/2015		1,422.83CR	074236	1,422.83
0267	TRAFFIC & PARKING CONTROL INC							
	I-S0461062	TRAFFIC & PARKING CONTROL INC	R	2/17/2015		588.00CR	074237	588.00
6989	TRILLIUM CNG (1700)							
	I-10000522	TRILLIUM CNG (1700)	R	2/17/2015		1,356.52CR	074238	1,356.52
0268	TRUCK EQUIPMENT INC							
	I-618825-00	TRUCK EQUIPMENT INC	R	2/17/2015		69.49CR	074239	
	I-620336-00	TRUCK EQUIPMENT INC	R	2/17/2015		231.67CR	074239	
	I-622816-00	TRUCK EQUIPMENT INC	R	2/17/2015		93.24CR	074239	
	I-623017-00	TRUCK EQUIPMENT INC	R	2/17/2015		47.70CR	074239	442.10
0417	TWEET GAROT MECHANICAL INC							
	I-15680	TWEET GAROT MECHANICAL INC	R	2/17/2015		897.00CR	074240	897.00
0272	UNIFORM SHOPPE INC							
	I-239526	UNIFORM SHOPPE INC	R	2/17/2015		17.95CR	074241	
	I-239552	UNIFORM SHOPPE INC	R	2/17/2015		8.45CR	074241	
	I-239576	UNIFORM SHOPPE INC	R	2/17/2015		89.95CR	074241	
	I-239620	UNIFORM SHOPPE INC	R	2/17/2015		32.00CR	074241	
	I-239902	UNIFORM SHOPPE INC	R	2/17/2015		56.95CR	074241	
	I-239903	UNIFORM SHOPPE INC	R	2/17/2015		114.90CR	074241	
	I-239949	UNIFORM SHOPPE INC	R	2/17/2015		42.95CR	074241	
	I-239961	UNIFORM SHOPPE INC	R	2/17/2015		64.95CR	074241	
	I-240007	UNIFORM SHOPPE INC	R	2/17/2015		1,113.30CR	074241	
	I-240030	UNIFORM SHOPPE INC	R	2/17/2015		233.80CR	074241	
	I-240055	UNIFORM SHOPPE INC	R	2/17/2015		44.95CR	074241	
	I-240056	UNIFORM SHOPPE INC	R	2/17/2015		29.90CR	074241	1,850.05
7015	US BANK EQUIPMENT FINANCE							
	I-271507246	US BANK EQUIPMENT FINANCE	R	2/17/2015		207.50CR	074242	207.50
4696	US CELLULAR							
	I-69633277	US CELLULAR	R	2/17/2015		100.73CR	074243	100.73
1229	UTILITY SALES AND SERVICE INC							
	I-129698-IN	UTILITY SALES AND SERVICE INC	R	2/17/2015		330.81CR	074244	330.81
0277	VAN'S FIRE & SAFETY INC							
	I-4068095	VAN'S FIRE & SAFETY INC	R	2/17/2015		60.55CR	074245	60.55

Attachment: 2-17-15 VOUCHERS (3113 : Voucher Approval.)

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PACKET: 04682 FEB 2015 COUNCIL - 2 2-17-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3085	VANDERLOOP'S SHOES INC							
	I-I04-10002889	VANDERLOOP'S SHOES INC	R	2/17/2015		1,996.00CR	074246	
	I-I04-10003002	VANDERLOOP'S SHOES INC	R	2/17/2015		100.00CR	074246	
	I-I04-10003102	VANDERLOOP'S SHOES INC	R	2/17/2015		100.00CR	074246	2,196.00
0282	WESCO DISTRIBUTION INC							
	I-5167	WESCO DISTRIBUTION INC	R	2/17/2015		132.00CR	074247	132.00
1523	WI AMATEUR SOFTBALL ASSOC INC							
	I-2015-002	WI AMATEUR SOFTBALL ASSOC INC	R	2/17/2015		48.00CR	074248	48.00
2645	WI DEPT OF JUSTICE CRIME INFO BUREA							
	I-T18502	WI DEPT OF JUSTICE CRIME INFO	R	2/17/2015		693.00CR	074249	693.00
6469	WI DOCUMENT IMAGING							
	I-56409	WI DOCUMENT IMAGING	R	2/17/2015		465.92CR	074250	465.92
5588	WINS CPS TRAINING							
	I-537	WINS CPS TRAINING	R	2/17/2015		36.77CR	074251	
	I-538	WINS CPS TRAINING	R	2/17/2015		47.00CR	074251	83.77
7109	WRISTBAND RESOURCES							
	I-CI1506836	WRISTBAND RESOURCES	R	2/17/2015		66.58CR	074252	66.58

** T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	93	0.00	308,508.96	308,508.96
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:	1	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:	94	0.00	308,508.96	308,508.96

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 2-17-15 VOUCHERS (3113 : Voucher Approval.)

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PACKET: 04682 FEB 2015 COUNCIL - 2 2-17-14

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	2/2015	98,574.41CR
201	2/2015	85,687.84CR
208	2/2015	153.97CR
260	2/2015	475.00CR
301	2/2015	332.75CR
405	2/2015	1,215.00CR
601	2/2015	115,127.44CR
650	2/2015	6,942.55CR
=====		
ALL		308,508.96CR

Attachment: 2-17-15 VOUCHERS (3113 : Voucher Approval.)

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

MEETING DATE: February 17, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- Operator License List (PDF)

CITY OF DE PERE - FEBRUARY 17, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
New Operator License Applications for the 2014-2016 Licensing Period					
1	ANDERSON, KRISTA A.	1269 VANDERBRAAK ST.	GREEN BAY	WI	54302
2	BARRY, JESSICA S.	1210 VALLEYVIEW	GREEN BAY	WI	54304
3	DALTON, SARA L.	117 FT. HOWARD AVE.	DE PERE	WI	54115
4	GRIMMETT, MARY W.	2281 SAMANTHA ST., #118	DE PERE	WI	54115
5	HARTMAN, JESSICA M.	4000 NATURE CT.	GREEN BAY	WI	54115
6	HALIBURTON, EVA M.	1344 DOBLON ST.	GREEN BAY	WI	54302
7	HORNE, TRACY L.	1365 MESA DR., #12	GREEN BAY	WI	54304
8	KENT, COLBIE E.	W3436 SHADY RD.	BLACK CREEK	WI	54106
9	PAHL, KAMI A.	605 JAMES ST.	DE PERE	WI	54115
10	SHEEHAN, DANIEL J.	1571 SILVERSTONE TR., #6	DE PERE	WI	54115

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

MEETING DATE: February 17, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

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

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

MEETING DATE: February 17, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Consideration of disposition of 102 N. Broadway (Creviere Commons site). (This item is for joint consideration by the Redevelopment Authority and Common Council).
