



Common Council

335 South Broadway

Regular Meeting

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

Revised Agenda

Tuesday, January 19, 2016

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 **January 19, 2016** 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 January 5, 2016 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 a Temporary Premise Description Change for St. Norbert College.
6. Ordinance #16-03, Amending Section 106-6 De Pere Municipal Code Regarding Special Events.
7. Resolution #16-05, Authorizing Intergovernmental Agreement for Traffic Signal Maintenance.
8. Resolution #16-06, Authorizing a Petition to the Office of the Commissioner of Railroads for the Modification and Alteration of the Roadway Spur Crossing - Venture Avenue.
9. Resolution #16-07, Authorizing Police Canine Agreement.
10. Resolution #16-08, Authorizing Submission of Assistance to Firefighters Grant Application.
11. Resolution #16-09, Approving Memorandum Regarding Off Duty Exercise Room and Equipment Use.
12. Recommendation from the Finance & Personnel Committee to consider request to purchase a Fire Department command vehicle.
13. Recommendation from the Finance/Personnel Committee to approve funds to investigate ownership of unassigned parcel at the former bridge approach (area near Front Street and George Street).
14. Recognition of placement on National and State Register of Historic Places for Nicolet High School, 111 Third Street.
15. Voucher Approval.
16. Operator License Applications.
17. Discussion regarding options to utilize excess stadium sales tax funds (item added).

- 18. Future agenda items.
- 19. Resolution #16-10, Ratifying Contract with the De Pere Professional Firefighters Association, IAFF Local 141.

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.

- 20. 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
Jim Draeger
Tom Nelson (Fire Union Executive)
Charlie Leiterman (Police Union President)

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: January 19, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the January 5, 2016 Common Council Meeting.

ATTACHMENTS:

- 1-5-2016 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, January 5, 2016

7:30 PM

De Pere City Hall Council Chambers

1. Call to order: The Common Council Meeting was called to order on January 5, 2016 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the December 15, 2015 Common Council Meeting.

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

4. Public comment upon matters not on the agenda or other announcements. None.
5. Recommendation from the Plan Commission to approve the CSM Application for an Extraterritorial CSM for a one lot CSM in the Town of Lawrence. Surveyor: Leslie D. Van Horn.

Alderman Crevier asked why the City approves CSM applications for the Town of Lawrence.

City Attorney Judy Schmidt-Lehman explained that State Statute gives municipalities the authority to review plats and subdivisions within three miles of our corporate boundaries.

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

6. Recommendation from the Board of Park Commissioners to accept \$1,200 donation from a De Pere Citizen.

Attachment: 1-5-2016 Common Council Minutes (4298 : Approval of the Minutes of the January 5, 2016 Common Council Meeting.)

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

7. Ordinance #16-01, Amending Precise Implementation Plan (WD-D0020-3) (Rezoning for a 48,000+ square foot place of assembly at 1551 Scheuring Road) (Formerly Ordinance #15-33) (second reading).

Mayor Walsh apologized for not saying anything about the second reading of this ordinance at the December 15, 2015 Common Council Meeting; City Code requires a second reading of any ordinance that is not approved unanimously at its first reading. We normally announce it at the end of that agenda item, but with the crowd cheering and getting up to leave, it was inadvertently missed. The pastors were notified of the second reading immediately the next day.

RESULT:	ADOPTED [6 TO 2]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Kevin Bauer, Alderperson
AYES:	Bauer, Crevier, Donovan, Lueck, Raasch, Rafferty
NAYS:	James Boyd, Jim Kneiszel

8. Ordinance #16-02, Amending §150-3(e) De Pere Municipal Code Regarding Parking Violation Penalties (Formerly Ordinance #15-35).

Alderperson Rafferty asked what was being amended; City Attorney Judy Schmidt-Lehman replied that the fines have been removed from the ordinance and conflicting language is being corrected. Alderperson Lueck asked that the amendments to the existing language be outlined in future ordinances.

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

9. Resolution #16-01, Urging the State Legislature to Authorize Municipalities to Choose the Method of Publication of Legal Notices and Official Proceedings. (Request of Alderperson Crevier)

Alderperson Kneiszel asked Alderperson Crevier if there is an alternative means of obtaining access to these notices without technology. Alderperson Crevier replied that the purpose of the resolution is to influence the State to allow municipalities to determine how to publish its notices. The City can still publish the notices in the paper, but it would be the choice of the City. Discussion followed.

RESULT:	ADOPTED [5 TO 3]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Bauer, Boyd, Crevier, Raasch, Rafferty
NAYS:	Michael Donovan, Jim Kneiszel, Larry Lueck

10. Resolution #16-02, Authorizing Submission of Dr Pepper Snapple Group - KaBOOM! 2015 Let's Play Construction Grant Program Grantee Letter of Agreement.

Mayor Walsh asked that someone make a motion to refer this item back to staff.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

11. Resolution #16-03, Opposing Assembly Bill 568 and Senate Bill 445 Requiring Property Owner Consent for Historic Preservation.

Aldersperson Rafferty explained that she will vote in favor of this resolution but disagrees with some components of the bill.

Aldersperson Donovan moved, seconded by Aldersperson Raasch to open the meeting. Upon vote, motion carried unanimously. Eugene Hackbarth of the Historic Preservation Commission came forward and shared a handout with the Council. He explained the importance the Historic Preservation Commission intent on opposing Assembly Bill 568 and Senate Bill 445 and that the resolution focuses on opposing two things: the proposed methods of designating a property as a historic landmark and the allowance of property owners to change the appearance of historic buildings. Discussion followed. Mary Jane Herber came forward and discussed the proposed bills with the Council. Andre Jacque came forward and expressed his support of the resolution. Aldersperson Donovan moved, seconded by Aldersperson Bauer to close the meeting. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [6 TO 2]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Jim Kneiszel, Aldersperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Rafferty
NAYS:	Larry Lueck, Dean Raasch

12. Resolution #16-04, Authorizing Support of House of Representatives Bill 3846, Historic Tax Credit Improvement Act of 2015.

Aldersperson Lueck moved, seconded by Aldersperson Boyd to open the meeting. Upon vote, motion carried unanimously. Mary Jane Herber explained that the bill increases federal tax credits from 20 to 30 percent. Aldersperson Kneiszel moved, seconded by Aldersperson Raasch to close the meeting. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [7 TO 1]
MOVER:	James Boyd, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Raasch, Rafferty
NAYS:	Larry Lueck

13. Southern Bridge Project Update.

City Administrator Larry Delo explained that the project is moving forward and that the county is continuing to work with state and federal agencies. He reviewed Public Works Director Scott Thoresen's memo with the Council. He stated that a decision is anticipated in 2018 and that the Federal Highway Administration will not allow the County to determine a route until the environmental study is completed. Discussion followed regarding the environmental impact review, the timeline of the project, the lack of communication with the Federal Highway Administration and the Department of Transportation. City Administrator Larry Delo suggested that Brown County be asked to present at an upcoming Council meeting on their progress.

14. Voucher Approval.

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

15. Operator License Applications.

CITY OF DE PERE - January 5, 2016					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
denied	JANSEN, ERIC J.	525 DUTTON AVE.	GREEN BAY	WI	54304
2	TAYLOR, SAMANTHA R.	2694 MEADOWCREST DR.	GREEN BAY	WI	54304
3	WARD, RACHAEL M.	452 S. ST. BERNARD DR., APT. #4	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	BETHKE, TRACY L.	325 PARK ST.	PULASKI	WI	54162
tabled	CORNELL, SAMANTHA A.	1331 BELLEVUE ST.	GREEN BAY	WI	54302
tabled	SCHUMACHER, JEREMY R.	301 N. 6TH ST.	DE PERE	WI	54115
4	STIEDE, MELISSA A.	W959 MAIN LANEY DR.	PULASKI	WI	54162
5	VAN GHEEM, CIARA L.	N4057 LIBERTY LN., APT. 9	KAUKAUNA	WI	54130
6	WATSON, ARIAN N.	127 S. WISCONSIN ST.	DE PERE	WI	54115
7	WERNER, COLLEEN A.	1139 MORaine WAY	GREEN BAY	WI	54303

Alderperson Bauer moved, seconded by Alderperson Raasch to deny Previously Tabled Operator License Application #1 and to approve Previously Tabled Operator License Applications #2 and 3. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Boyd to table Operator License Applications #2 and 3 and to approve Operator License Applications #1 and 4-7. Upon vote, motion carried unanimously.

16. Future agenda items.

Alderperson Crevier thanked City of De Pere employees, specifically the Fire Department for installing smoke detectors and the MSC employees for working with De Pere Christian Outreach to wrap gifts. Alderperson Bauer requested to have the Parking and Traffic Team review the speed and use of school buses on Westwood Drive.

17. Adjournment.

Alderperson Crevier moved, seconded by Alderperson Rafferty to adjourn the meeting at 9:08 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

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

MEETING DATE: January 19, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College.

ATTACHMENTS:

- SNC Temp Premise Descrip Change.pdf (PDF)

5 a

Packet Pg. 9

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning JULY 1 20 15 ;
ending JUNE 30 20 16

TO THE GOVERNING BODY of the: ☐ Town of }
☐ Village of } DEPERE
☒ City of }

County of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY
☒ 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): ST NORBERT COLLEGE, INC

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</u>	<u>THOMAS KUNKEL</u>	<u>1527 FOX RIDGE CT 54115</u>
Vice President/Member			
Secretary/Member	<u>SECRETARY</u>	<u>AMY SORENSON</u>	<u>1521 BAY HIGHLANDS 54311</u>
Treasurer/Member	<u>TREASURER</u>	<u>EILEEN JAHNKE</u>	<u>3435 BAY HIGHLANDS 54311</u>
Agent	<u>TERRIE DUBOIS</u>	<u>729 BASCOM WAY</u>	<u>54311</u>
Directors/Managers			

3. Trade Name ST. NORBERT COLLEGE Business Phone Number 920-403-1352
4. Address of Premises SEE ATTACHED Post Office & Zip Code 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 _____ and date _____ 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, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SEE ATTACHED FOR DATES AND LOCATIONS FOR EXTENSION
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? _____
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 they must hold a Wisconsin Seller's Permit? [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 21st day of December, 20 15

Patricia A. Werg
(Clerk/Notary Public)

My commission expires Jan. 31, 2016

Amy Sorenson
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Eileen Jahnke
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>12-22-15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Extension of Premise for:

Bush Art Center; First floor area outside the gallery, 403 Third Street(attached to Michels Commons which is licensed)

Thursday, February 4th, 2016, 5-7pm

Tuesday, March 1st, 2016, 7-9pm

Friday, April 8th, 2016, 5-7pm

Abbot Pennings Hall of Fine Arts,Walter Theater lobby first floor, 315 Third St. (across from Michels Commons which is licensed)

Saturday, January 30th, 2016, 5-9pm

Cassandra Voss Center, Main level floor and lower seminar room

Thursday, January 28th, 2016, 6-8:30pm

Thursday, March 3rd, 2016, 7p-11pm

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

MEETING DATE: January 19, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #16-03, Amending Section 106-6 De Pere Municipal Code Regarding Special Events.

ATTACHMENTS:

- Ord16-03 (DOCX)
- Mayor & F-P - special event changes JSL 12-28-15-148-009-14 (DOCX)
- Special Event Ord redlined 12-15 (PDF)

ORDINANCE #16-03

AMENDING SECTION 106-6 DE PERE MUNICIPAL CODE
REGARDING SPECIAL EVENTS

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

SECTION 1: Section 106-6(a)(4)B., *Late Applications*, is hereby amended by adding the following sentence to the end of the paragraph:

Late application fees for IRS 501(c) organizations shall be the regular special event application fee.

SECTION 2: Section 106-6(a)(4)C.2, *Fees*, is hereby repealed and replaced with the following:

2. The timely application fee and underlying permit fees other than park rental fees (unless earlier waived by the Park Board) are waived for events sponsored by charitable organizations which have IRS section 501(c) status.

SECTION 3: Section 106-6(a)(4)C.3, *Fees*, is hereby repealed and replaced with the following:

3. Fees for services provided by the City for the event will be estimated by the City at the time of application. The applicant shall pay 50% of the estimated fees to the City Clerk-Treasurer at least 14 days prior to the start of the event. After the event, the City shall determine the actual service fees incurred and bill the applicant for those service fees less the deposit paid. The permit applicant shall pay such service fee bill within 30 days of receipt thereof.

SECTION 4: Section 106-6(a)(4)D, *Insurance and Indemnification*, is hereby repealed and replaced with the following:

- D. *Insurance and Indemnification*. Proof of general liability insurance in the amounts listed below shall be provided by the applicant. All such insurance policies shall name the City of De Pere as an additional insured for purposes of the special event. All policies of insurance shall provide the City not less than 30 days' notice of policy cancellation.

Low Hazard Event: \$1million dollars per occurrence
 Medium and High Hazard Events: \$2 million dollars per occurrence
 Higher insurance limits may be required for particular High Hazard events
 as determined necessary by the City Attorney.

SECTION 5: Section 106-6(a)(5), *Additional City Services*, Emergency Fire/Medical

Resources Matrix for Special Events, is hereby repealed and replaced with the following matrix:

Event Type	Anticipated Maximum Crowd Size	Knowledge of 911 Access and CPR	Basic First Aid Station(s)	First Aid Station(s) Including Nurse	ALS 1 Ambulance	ALS 2 Ambulances	Firefighting Team(s) 2 Firefighters	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	●	●	✓		●		●

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

SECTION 7: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of January, 2016.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 1/12/16

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney
RE: Proposed Revisions to Special Event Permit Ordinance
Date: December 28, 2015

City staff has debriefed the 2015 Special Event ordinance and permitting process and we wish to present several suggested changes to the ordinance. Those changes, shown in the attached red-lined version of the current ordinance, are summarized as follows:

- The current ordinance required estimated service fees be paid in advance of the event. This did not work as planned; it was often too difficult to determine ahead of time a reasonable estimate of costs. Therefore, we are suggesting changing the ordinance to require that applicants pay 50% of the anticipated service fees before the event, with billing for the remainder after the event.
- Adjust insurance requirements to require:
 1. Low Hazard events to provide \$1million general liability coverage and indemnify the City. The one low hazard event that occurred in 2015 (Christ the king procession) carried risks similar to medium events and did provide insurance with application.
 2. Add cancellation notice of at least 30 days at suggestion of City's insurance consultant.
- Create a late application fee for IRS 501(c) organizations. Since the ordinance waives the application fee for these groups, the penalty of "double the application fee" for late applications is an ineffective deterrent. The proposed change is to have the 501(c) group pay the regular application fee for late applications.
- Clarification that the waiver of underlying permit fees for 501(c) groups does not include park rental fees unless those fees have been earlier waived by the Park Board.
- Decrease the required fire department staffing for large events to one (1) ALS ambulance (was 2) and two (2) firefighters on scene (was 4 + a supervisor)

These proposed changes will be discussed at the January 12, 2016 Finance/Personnel Committee meeting. If you have any questions in advance of the meeting, please let me know.

c: Lawrence A. Delo, City Administrator
Shana Ledvina, Clerk-Treasurer
Alderpersons Boyd, Kneiszel, Raasch and Bauer

H:\jdupont\Memos\2015\Mayor & F-P - special event changes 12-28-15-148-009-14.docx

Attachment: Mayor & F-P - special event changes JSL 12-28-15-148-009-14 (4301 : Ordinance #16-03, Special Event Permit Revisions)

Proposed Redlined Changes to Special Events Ordinance

§106-6(a) De Pere Municipal Code regarding Special Events,

(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).
- (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. [Late application fees for IRC 501\(c\) organizations shall be the regular special event permit application fee.](#)

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 [timely](#) application fee and underlying permit fees [other than park rental fees \(unless earlier waived by the Park Board\)](#) are waived for events sponsored by charitable organizations which have IRS section 501(c) status.

~~3.—3.~~ Fees for services provided by the City for the event will be estimated by the City at the time of application. The applicant shall pay 50% of the estimated fees to the City Clerk-Treasurer at least 14 days prior to the start of the event. After the event, the City shall determine the actual service fees incurred and bill the applicant for those service fees less the deposit paid. The permit applicant shall pay such service fee bill within 30 days of receipt thereof. ~~assessed to the permit applicant and paid prior to the start of the event. If the amount assessed prior to the event does not fully reimburse the City for the full amount of services actually rendered as determined at the conclusion of the event, the permittee shall be responsible for the difference. If the amount assessed prior to the event exceeds the amount for services provided by the City as determined at the conclusion of the event, the amount overpaid shall be returned to the permittee.~~

~~D.—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.~~ Proof of general liability insurance in the amounts listed below shall be provided by the applicant. All such insurance policies shall name the City of De Pere as an additional insured for purposes of the special event. All policies of insurance shall provide the City not less than 30 days' notice of policy cancellation.

Low Hazard Event: \$1million dollars per occurrence

Medium and High Hazard Events: \$2 million dollars per occurrence

Higher insurance limits may be required for particular 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 a fee for such services. This may include, but is not limited to, police services, fire/rescue services, barricades and the like. The fee for such equipment or services shall be as determined by resolution of the Common Council. Charitable organizations which have IRS section 501(c) status shall be charged 50% of the established fee. 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 1 Ambulance	ALS 2 Ambulances	Firefighting Team(s) 2 Firefighters	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.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 19, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #16-05, Authorizing Intergovernmental Agreement for Traffic Signal Maintenance.

The Board of Public Works on January 11, 2016 approved the staff recommendation to contract with the City of Green Bay to maintain the City of De Pere's traffic signals.

In the past, the City always used Brown County Highway Department to perform maintenance and repairs to the City's traffic signal. In 2015, the County requested the City enter into a new municipal agreement (see attached agreement) to continue to perform traffic signal maintenance and repairs. The County's agreement was a broad agreement to cover all municipalities throughout the County. Staff could not come into agreement terms with the County because as part of the agreement the County required the City to maintain the storm sewer within a County road. Therefore, the City started utilizing the City of Green Bay to perform maintenance and repairs to all the City's traffic signals. The attached agreement formalizes the services the City of Green Bay provides.

ATTACHMENTS:

- Reso16-05 (DOCX)
- Green Bay traffic signal agreement (PDF)
- Brown County Highway Agreement (PDF)

RESOLUTION #16-05

AUTHORIZING INTERGOVERNMENTAL AGREEMENT
FOR TRAFFIC SIGNAL MAINTENANCE

WHEREAS, the City is in need of repair and maintenance services for its traffic signals; and

WHEREAS, the City of Green Bay has available and offers to provide personnel and equipment necessary to maintain the City's traffic signals subject to the terms and conditions of the Intergovernmental Agreement for Traffic Signal Maintenance as is attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Intergovernmental Agreement for Traffic Signal Maintenance.

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 19th day of January, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-05 (4286 : Resolution #16-05, Approving Green Bay Traffic Signal Agreement.)

INTERGOVERNMENTAL AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE

THIS AGREEMENT is made and entered into as of the 1st day of August, 2015 pursuant to the authority of Section 66.0301(2), Wis. Stats., as an intergovernmental agreement by and between, the City of De Pere (hereinafter "DEPERE"), and the City of Green Bay (hereinafter "GREEN BAY"), both parties being municipal corporations organized under the laws of the State of Wisconsin, collectively hereinafter referred to as the PARTIES.

WITNESSETH

WHEREAS, the PARTIES are interested in creating a contractual relationship to maintain traffic signals owned by DEPERE within the corporate limits of DEPERE;

NOW, in consideration of the mutual covenants and promises contained herein, the PARTIES covenant and agree as follows:

1. Repair Service & Maintenance: Upon request from DEPERE, GREEN BAY shall perform repairs and replacements of traffic signal equipment and parts such as bulbs, visors, back plates, signal housing, brackets poles, anchor bases, electrical services, wiring, control cabinets, and equipment contained inside of control cabinets. GREEN BAY will not perform any underground and/or excavation work for pull boxes, pole bases, or buried conduit. GREEN BAY shall, as requested by DEPERE, respond to calls for service work both during and outside of regular business hours (on a 24-hours per day and 7 days per week basis). GREEN BAY shall provide a current contact list for DEPERE's use for such service call requests. GREEN BAY shall program traffic signal controllers pursuant to timing specifications and requirements only as requested by DEPERE, and at all other times DEPERE shall program its traffic signal controllers. GREEN BAY shall maintain and provide all of the above services for any and all additional traffic signal installations owned by DEPERE and added to DEPERE's traffic signal system.
2. Management & Inspections: GREEN BAY shall perform traffic signal equipment inspections and conflict monitor testing as required by Federal regulations on an annual basis without the requirement of a request from DEPERE. DEPERE shall routinely review and inspect the general condition and function of its traffic signal system and shall inform GREEN BAY of its traffic signal maintenance needs. GREEN BAY will not routinely patrol DEPERE's traffic signal system for any problems,

- malfunctions, or failures. Other than inspections and testing required by federal regulations, GREEN BAY is ultimately dependent on the requests it receives from DEPERE to perform maintenance and service work in accordance with the terms of this Agreement. DEPERE shall plan, organize and manage its traffic signal installation projects and existing traffic signal reconstruction projects and shall perform its own underground utility locates. GREEN BAY will not perform any major traffic signal project work for DEPERE, but upon request shall consult with DEPERE regarding new signal design and existing signal maintenance projects.
3. Information & Access: DEPERE shall regularly inform GREEN BAY of any changes or additions to its traffic signal system including traffic signal project work to allow for GREEN BAY to perform its services under this Agreement efficiently and effectively. DEPERE shall provide to GREEN BAY digital copies of current constructed traffic signal system plans which show all conduits, pole bases, wires, detectors, cabinets, poles, pull boxes, equipment manufacturers and model numbers. DEPERE shall provide to GREEN BAY keys, lock combinations and any other special lock tools for locked traffic signal equipment. DEPERE shall maintain a copy of the current traffic signal timing plan in each controller cabinet. GREEN BAY shall provide and maintain documentation of all work performed on traffic signals. Such work documentation shall be kept in the associated traffic signal controller cabinet.
 4. Costs and invoicing: GREEN BAY shall invoice DEPERE for actual costs of labor, fringe benefits, equipment usage, parts, materials, sublet services and administrative fees, expended by GREEN BAY in the performance of work under this terms of this Agreement and for costs of worker compensation and employers liability charges at the current rate for class code 9412-Municipal Operations of the Wisconsin Compensation Rating Bureau. All charges shall be invoiced at a pass-through rate.
 5. Insurance: DEPERE shall maintain a comprehensive general liability policy in the amount of \$1,000,000 aggregate, including property damage and bodily injury, and it shall name GREEN BAY as an additional insured for and during such time as employees of GREEN BAY are engaged in traffic signal maintenance of traffic signal owned by and located in DEPERE and are otherwise performing work for DEPERE as contemplated by this Agreement. Both PARTIES agree to maintain workers compensation insurance coverage and be responsible for any job-related injury occurring to employees performing work for their respective entity under this Agreement.
 6. Indemnification. DEPERE shall hold harmless, indemnify and defend GREEN BAY, its elected and appointed officials, officers, employees,

agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of DEPERE or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on GREEN BAY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers. This indemnity provision shall survive the termination of the Agreement.

7. Immunity: Notwithstanding any other portions of this agreement, nothing contained herein is intended to waive or estop the PARTIES or their insurers to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80 of the Wis. Stats. To the extent that indemnification is available and enforceable, the PARTIES or their insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
8. Scheduling of services: GREEN BAY will make all reasonable and deliberate effort to perform under this Agreement but enters this Agreement with DEPERE under the understanding that the traffic signal maintenance and repair activities within the corporate limits of GREEN BAY take priority. Therefore, if due to an extraordinary high volume of service work for its traffic signals, adverse weather conditions, or other reason beyond the reasonable control of GREEN BAY, performance under this Agreement is made impractical, GREEN BAY shall be excused from performance hereunder.
9. Term and renewal of Agreement: The term of this Agreement shall be for an initial five (5) year period beginning August 1, 2015 and ending July 31, 2020, with the option to renew for an additional three (3), five-year (5) terms upon written letter agreement.
10. Termination of Agreement: Either party may terminate this Agreement with or without cause upon a thirty (30) business day written notice to the other party.

11. Authorized Agents & Notice: The following authorized agents are designated as the representatives of the respective municipalities and such offices are authorized by this Agreement to administer the provisions hereof, including entering into agreements concerning schedules as provided in this Agreement. All required notices under the terms of the Agreement shall be deemed delivered as of the postmark date, postage prepaid to:

CITY OF DE PERE

City Engineer
Department of Public Works
925 Grant Street
De Pere, WI 54115
(920) 339-4060

CITY OF GREEN BAY

Operations Director
DPW-Operations Division
519 South Oneida Street
Green Bay, WI 54303
(920) 448-3100

12. Miscellaneous:

- (a) Entire Agreement: This Agreement supersedes any and all agreements previously made between the PARTIES relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by an instrument in writing duly executed by all PARTIES.
- (b) Assignment: It is expressly understood that the parties may not assign any rights or obligations hereunder without the prior written consent of the other party.
- (c) Law Governing: This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Wisconsin.
- (d) Severability: If any provisions of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

(e) Amendments: Any amendments to this Agreement shall be agreed upon by both PARTIES in writing.

IN WITNESS WHEREOF, the PARTIES hereby set their hands and seals as of the date first written above.

CITY OF DE PERE

Michael Walsh, Mayor

Shana Defnet, Clerk

CITY OF GREEN BAY

James J. Schmitt, Mayor

Kris Teske, Clerk

Brown County

MUNICIPAL MAINTENANCE AGREEMENT

Municipality: City of De Pere

Year: 2015

Road Miles: 105.81

A. GENERAL

The signatory, City of De Pere (Municipality), through its undersigned duly authorized officers or officials, hereby requests the Brown County Public Works Department (County) to provide general maintenance activities for 2015 calendar year.

The authority for the Municipality to enter into agreements with the County Highway Commissioner is extended by Section 83.035 of Wisconsin State Statutes and 6.10 of Brown County Ordinances.

The Municipality agrees to fund 100% of the maintenance work in accordance with labor, machinery, and material costs including small tools and administration charges.

The purpose and importance of having this agreement between the County and the Municipality is twofold. First, the Municipality and the County can better set their budgets accordingly for the upcoming year. Second, the County can ensure staff and equipment levels are provided for the upcoming year based on the committed work from the Municipality. A Municipality that utilizes the County for winter maintenance work needs to commit to utilizing the County for summer maintenance work to offset the year-round County expenses of the snowplow operator's salaries and fringe benefit costs.

B. MAINTENANCE WORK SUMMARY

The municipalities have four options this year for utilizing County services:

1. **Winter Maintenance** (includes general maintenance activities for funding minimum, and as desired by the Municipality, and on call emergency services).

The average plow operator has a yearly salary and fringe benefit of approximately \$75,000. For each plow operator committed to the Municipality for full time plowing during the winter months, the Municipality agrees to utilize the County for enough summer (general) maintenance activities to offset the year-round County expenses for this employee. Therefore, winter maintenance will be in minimal increments of \$75,000 per plow operator committed to the Municipality.

If the Municipality enters into an agreement with the County for winter maintenance work, the County will perform on call emergency services at normal labor, machinery, and material costs.

For winter maintenance, snowplow operators will typically be sent out to plow the Municipality's roadways when the County sends out plows for County highways, or as otherwise needed. The Municipality will not be contacted for permission prior to sending out County plows for the Municipal roadways.

2. **General Maintenance** (includes general maintenance activities and/or on call emergency services).

The Municipality can utilize the County to perform certain general maintenance activities and/or on call emergency services. The County will charge normal rates for the general maintenance work, and a rate equal to 50% above (1.5 times) normal labor, machinery, and material costs for on call emergency services not pertaining to the contracted general maintenance activities. For example, if a Municipality has contracted for pavement markings with the County, then normal rates would be used for that work. If this same Municipality needed emergency help with a storm cleanup, then the 1.5 times rate would be applied for on call emergency services.

3. **On Call Emergency Services** (only for on call emergency services).

The Municipality can elect to enter into an agreement with Brown County for only on call emergency services. By selecting this, the Municipality sets up an agreement with the County for emergency work – downed trees, flooding, storm clean up, emergency road or bridge repair, etc. Without an agreement, the Municipality will need to take care of this work without the County's help. Please note, the County will charge a rate equal to 50% above (1.5 times) normal labor, machinery, and material costs for on call emergency services as there are no dedicated staff budgeted for maintenance work for that Municipality. In addition, the County will only provide emergency services when staff and machinery is available – our first priority is to the State, County, and Municipalities with winter maintenance agreements. As soon as staff and machinery is available, the County will assist the Municipality with their emergency service request.

4. **No Agreement.**

The Municipality may also select to not enter into an agreement with the County for any services.

C. MAINTENANCE WORK SELECTION

The Municipality hereby requests the following services from Brown County for calendar year 2015:

1. ☐ **Winter Road Maintenance** (Snow Plowing and Salting). On call emergency services are included in winter road maintenance at normal costs.

Check the following items to be done in addition to the winter maintenance:

- | | |
|--|---|
| ☐ General Road Maintenance
(pothole repair, crack filling, road
patching/repair etc.) | ☐ Drainage – Ditch Excavating |
| ☐ Pavement Marking | ☐ Culvert Pipe Replacement (Including
engineering & permitting if needed) |
| ☐ Signing & Traffic Control | ☐ Bridge Maintenance |
| ☐ Traffic Signal Maintenance | ☐ Pavement Sweeping |
| ☐ Shoulder Grading | ☐ Road Design |
| ☐ Guardrail Installation/Repair | ☐ Road Construction (Towns Only) |
| ☐ Roadside Grass Mowing & Brushing | ☐ Bridge Inspections |
| ☐ Litter Pickup | ☐ Other Click here to enter text. |

2. ☐ **General Maintenance** (Check all that Apply)

- | | |
|---|---|
| ☐ General Road Maintenance
(pothole repair, crack filling, road
patching/repair, etc.) | ☐ Drainage – Ditch Excavating |
| ☐ Pavement Marking | ☐ Culvert Pipe Replacement (Including
engineering & permitting if needed) |
| ☐ Signing & Traffic Control | ☐ Bridge Maintenance |
| ☐ Traffic Signal Maintenance | ☐ Pavement Sweeping |
| ☐ Shoulder Grading | ☐ Road Design |
| ☐ Guardrail Installation/Repair | ☐ Road Construction (Towns Only) |
| ☐ Roadside Grass Mowing & Brushing | ☐ Bridge Inspections |
| ☐ Litter Pickup | ☐ Other Click here to enter text. |

3. ☐ **On Call Emergency Services Only**

4. ☐ **The Municipality does NOT wish to enter into an agreement with the County for 2015 for any services.**

D. RATES

Brown County will charge machinery, labor, and material costs including small tools and administration charges for work performed per this agreement. The current 2014 rates will be used until 2015 rates are determined, at which time the new rates will be used and the Municipality will be notified. All machinery, labor, and material costs are subject to a 5% administrative fee.

Machinery Rates

Machinery rates are per Wisconsin DOT Highway Maintenance Manual for Classified Equipment Rates Standard and Special Rated Units (Attachment #1). Snowplows have a combined equipment rate and are summarized as follows per hour:

Single Axle Truck with plow & wing, spreader & 5-yard box	\$81.90
Tandem Axle Truck with plow & wing, spreader, & 10-yard box	\$107.46
Tri-Axle Truck with plow & wing, spreader, & 15-yard box	\$103.08
Quad-Axle Truck with plow & wing, spreader, & 15-yard box	\$92.96
Motorgrader (Over 150 hp, 6-wheel drive) with widening wing	\$98.72

If surveying is required, the rate per hour for survey equipment is as follows:

Survey Equipment	\$10.00
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Labor Rates

The 2015 labor rates per employee classification per hour are as follows:

Superintendent	\$49.81
Foreman	\$38.05
Laborer/Operator	\$36.43
Summer Intern Laborer	\$16.80
Engineering Manager	\$62.85
Senior Civil Engineer	\$51.71
Civil Engineer	\$40.86
Engineering Technician II	\$44.16
Engineering Technician I	\$41.57

Material Rates

The 2015 cost for salt and sand/salt are as follows:

Salt	\$58/ton
Sand/Salt Mix	\$31/ton

Any salt purchased from Brown County by the Municipality must be utilized by the Municipality for its own roads, parking lots, or pedestrian walkways. The salt shall not be resold to any other entity or municipality for profit.

E. AGREEMENT AMOUNT

Brown County agrees to provide maintenance activates for the Municipality located within said government territory as identified by WISLR (Wisconsin Information System for Local Roads) records. Current WISLR maps are incorporated by reference as a contract document. The Municipality agrees that it will utilize County maintenance expenditures during the calendar year as follows:

1. ☐ Winter Maintenance & General Maintenance Items
(Minimums as set forth above).

For 2015 a minimum total amount of:	\$Click here to enter text.
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2. ☐ General Maintenance Items (No minimum total amount).

For 2015 an estimated amount of:	\$Click here to enter text.
----------------------------------	-----------------------------

3. ☐ On Call Emergency Services Only (No minimum total amount).

For 2015 at 1.5x charge out rate.	\$ N/A
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In the event that a Municipality anticipates a major project in the following calendar year, the Municipality may carry over an unused minimum spending requirement to be used for that project. Such carry over may not be further than the next calendar year.

F. BILLING

As work progresses, the Municipality will be billed monthly for the work performed in accordance with the provisions of this agreement.

G. MAINTENANCE RESPONSIBILITY

On all county highways within the Municipality, the County is responsible for all curb-to-curb street maintenance including pavement repair, sweeping, snow & ice removal, center median mowing, traffic signals, inlet/catch basin clean outs, and signing. The Municipality is responsible for all sidewalks, street lighting, sanitary sewer, storm sewer, water and utility repair & maintenance, and mowing outside of the curb (terrace).

H. INDEMNIFICATION

The Municipality hereby agrees to release, indemnify, defend and hold harmless Brown County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorneys' fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by the County, its officers, officials, employees, agent or assigns. The County does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

I. MUNICIPALITY'S AUTHORIZED PERSONNAL

The Municipality authorizes the following individuals to request services on behalf of the Municipality by telephone or in writing (including email) with the County. All telephone conversations requesting services are considered binding.

Name (Printed Legibly or Typed)	Title
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

J. AUTHORIZATION

This request is made by the undersigned proper authority to make such request for the designated Municipality, and upon acceptance by the County, shall constitute agreement between the Municipality and the County.

FOR THE MUNICIPALITY:

Name & Title

Date

FOR THE COUNTY:

Paul Van Noie, Director/Highway Commissioner
Brown County Public Works Department

Date

Attachment #1



Highway Maintenance Manual
Chapter 02 Administration
Section 25 Cost Invoicing
Subject 50 Classified Equipment Rates

Bureau of Highway Maintenance
January 2014

1.0 2014 Classified Equipment Rates Standard and Special Rated Units

<u>Class</u>	<u>Description</u>	<u>Rate</u>	<u>Est. Life</u>
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AIR COMPRESSORS

Rates are for the compressor and pneumatic tools used with the compressor, except breakers, jackhammers (class 929), and wagon drills. Rates do not include equipment used to transport the compressor.

<u>402</u>	125 through 209 cubic foot per minute capacity -----	17.06/hr.	10 years
<u>403</u>	210 cubic foot per minute capacity and over-----	22.06/hr.	10 years

BITUMINOUS EQUIPMENT

Note: Paver rates include the cost of automatic controls.

<u>701</u>	Bitumen kettle, 1-2 bbls., inclusive, includes fuel -----	11.90/hr.	8 years
<u>702</u>	Bitumen kettle, 3-5 bbls., inclusive, includes fuel -----	20.04/hr.	8 years
<u>707</u>	Tank car heater (except wood or coal fired)-----	12.20/hr.	12 years
<u>708</u>	Trailer style distributor, including tank and equipment, but not the truck-----	43.34/hr.	12 years
<u>709</u>	Patch material heater and mixer (surge bin) -----	19.98/hr.	12 years
<u>710</u>	Heating kettle, double jacketed -----	38.40/hr.	8 years
<u>712</u>	Self-propelled paver and finishing machine -----	1.46/ton	8 years
<u>712</u>	Self-propelled paver and finishing machine -----	2.12/c.y.	8 years
<u>713</u>	Portable storage tank for oil/emulsion with heating unit; charge only for hours of heating or pumping-----	24.20/hr.	12 years
<u>714</u>	Portable supply or storage tank for oil/emulsion -----	36.74/day	12 years
<u>716</u>	Slide in distributor, including truck, rear drive 23,000 through 49,999 lbs.-----	93.62/hr.	7 years
<u>717</u>	Slide in distributor, including truck, tandem rear drive 23,000 through 49,999 lbs. -----	43.76/hr.	9 years
<u>718</u>	Slide in distributor, including truck, tandem rear drive, 50,000 lbs. and over-----	120.66/hr.	9 years
<u>719</u>	Pavement profiler, under 2', not self-propelled -----	41.80/hr.	10 years
<u>720</u>	Pavement profiler, self-propelled or not self-propelled over 2' (<u>Alternate Photo</u>) -	69.74/hr.	8 years

GENERATORS, PORTABLE ELECTRIC

<u>805</u>	3,001 watt output through 10,000 watt output-----	18.62/hr.	12 years
<u>806</u>	10,001 watt output and over-----	101.70/hr.	12 years

GRADERS, MOTOR

Note: The cost of automatic controls (i.e. lasers) is not included in the grader rates. A separate add-on rate for lasers is identified as class 315.

Classifications are in accordance with rated net flywheel horsepower (hp), exclusive of attachments. Horsepower shall be in accordance with Society of Automotive Engineers (S.A.E.) standard 1349.

<u>302</u>	Less than 85 hp -----	40.96/hr.	10 years
<u>305</u>	At least 85 hp -----	58.26/hr.	10 years
<u>306</u>	At least 140 hp -----	53.68/hr.	10 years
<u>307</u>	At least 150 hp -----	70.48/hr.	10 years
<u>308</u>	Six wheel drive (front and tandem rear axles, all drive) -----	76.98/hr.	10 years
<u>315</u>	Slope controller for grader -----	22.58/hr.	10 years

GRADERS, TOW TYPE ATTACHMENT

<u>321</u>	Single blade -----	5.22/hr.	10 years
<u>323</u>	Dual blade (8 ft. blade and over and return blade attachment)-----	18.22/hr.	10 years

MAINTAINER ATTACHMENTS

<u>392</u>	Hydraulically operated return blade-----	5.88/hr.	10 years
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MOWERS AND MOWER ATTACHMENTS

<u>410</u>	Motorized lawnmower, 30" through 59" cut -----	17.50/hr.	5 years
<u>411</u>	Motorized lawnmower, 60" cut or more -----	21.80/hr.	5 years
<u>412</u>	Disc bar attachment-----	24.56/hr.	10 years
<u>413</u>	Rotary, reel, and flail attachments-----	14.62/hr.	10 years
<u>414</u>	Sickle bar attachment-----	16.94/hr.	10 years
<u>415</u>	2 pan section (single unit), rotary, reel, flail, etc. -----	22.40/hr.	10 years
<u>416</u>	3 pan section (single unit), rotary, reel, flail, etc. -----	26.20/hr.	10 years

ROAD ROLLERS

<u>531</u>	Tow-type, including sheepsfoot, vibrating and non-vibrating----- (Alternate Photo) (Alternate Photo)	15.16/hr.	10 years
<u>532</u>	Self propelled, non-vibratory-----	48.82/hr.	10 years
<u>533</u>	Self propelled, vibratory, 1 through 2 tons-----	41.06/hr.	8 years
<u>534</u>	Self propelled, vibratory, over 2 tons-----	43.48/hr.	8 years

SCRAPERS AND SCRAPER ATTACHMENTS

Scrapers are rated as a unit with the tractor used exclusively for scraper operation. Capacity is based on the manufacturer's truck capacity without sideboards.

<u>546</u>	14 cubic yards and over-----	86.82/hr.	10 years
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<u>547</u>	Scraper, twin engine -----	144.90/hr.	10 years
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SHOULDERING MACHINES

<u>450</u>	Shoulder reclaimer -----	21.00/hr.	10 years
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<u>451</u>	Motor grader attachment-----	79.00/hr.	10 years
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<u>455</u>	Self propelled, 2wd or 4wd with between 6' and 12' extension-----	130.50/hr.	10 years
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SHOVELS

Complete units classified by capacity, including the truck or tractor. Capacity is based on manufacturer's rating.

<u>552</u>	Truck mounted, including hydraulic cable operated combination back-hoe units (i.e. Gradall)-----	64.20/hr.	10 years
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<u>555</u>	Track-type backhoe, through 99 hp -----	49.00/hr.	10 years
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<u>557</u>	Self contained excavator, rubber tire (i.e. Cruz Aire) -----	67.30/hr.	10 years
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<u>558</u>	Shovel, track-type (100 through 149 hp)-----	60.38/hr.	10 years
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<u>559</u>	Shovel, track-type (150hp and over)-----	67.14/hr.	10 years
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SNOW PLOWS, MOTOR GRADER AND TRACTOR ATTACHMENTS

<u>612</u>	Widening wing -----	21.74/hr.	10 years
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SNOW PLOWS, TRUCK ATTACHMENTS

<u>632</u>	V-shape -----	21.96/hr.	10 years
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<u>633</u>	Power reversible, truck mounted -----	12.26/hr.	10 years
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<u>634</u>	One-way (including motor grader or tractor attachments) -----	11.24/hr.	10 years
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<u>635</u>	Widening wing-----	11.38/hr.	10 years
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<u>636</u>	Underbody, fixed moldboard-----	16.48/hr.	10 years
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<u>637</u>	Underbody, power reversible moldboard -----	18.08/hr.	10 years
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SPREADER ATTACHMENTS

These attachments are for applying sand, chips, or deicers. Units purchased after 1/1/86 shall be capable of calibration within 10% of the recommended sodium chloride application rate (100 to 300 lbs./lane mile) at speeds of 15 to 35 miles per hour. The term "computer controlled" means that the controller receives a vehicle speed signal and a spreader feed signal (i.e., closed loop is terminology also used within the industry) and can be calibrated in pounds and liquid per mile. These controllers can be calibrated to apply the exact amount of granular and liquid material per mile at any speed.

<u>420</u>	Spreader, tailgate mounted, computer controlled with on board pre-wetting system (may include anti-icing spray bar)-----	16.52/hr.	8 years
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<u>421</u>	Spreader, hopper type truck body with conveyor feeding material to power driven spinner type spreader, computerized, with on board pre-wetting system (may include anti-icing spray bar) -----	29.02/hr.	8 years
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<u>424</u>	Tailgate mounted, non-computerized-----	11.00/hr.	8 years
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<u>425</u>	Hopper type truck body with conveyor feeding material to power driven spinner type spreader, non-computerized-----	23.16/hr.	8 years
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<u>426</u>	Tailgate mounted, computer controlled-----	11.50/hr.	8 years
<u>427</u>	Hopper type truck body with conveyor feeding material to power driven spinner type spreader, computerized-----	29.56/hr.	8 years
<u>428</u>	Zero-velocity type spreader, includes 'pre-wetting' type system (may include anti-icing spray bar)-----	35.78/hr.	8 years

SPREADERS, SELF-PROPELLED CHIP

<u>440</u>	Single width with mechanical extension-----	171.44/hr.	10 years
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SWEEPERS AND ATTACHMENTS

<u>431</u>	Broom, power take-off or hydraulic pump driven, attached to separate vehicle class-----	32.62/hr.	10 years
<u>432</u>	Broom, self-powered, pulled by separate vehicle down the road-----	33.50/hr.	10 years
<u>433</u>	Street sweeper, mechanical debris collection system, self propelled down the road-----	117.54/hr.	10 years
<u>434</u>	Broom, self powered, self propelled down the road-----	44.08/hr.	10 years
<u>435</u>	Vacuum debris collection system, with or without sweeper, self propelled down the road (Alternate Photo)-----	78.50/hr.	10 years

TRACTORS/SKID STEERS/END LOADERS/DOZERS

These units shall be rated by net flywheel SAE horsepower (hp). Net horsepower shall be in accordance with Society of Automotive Engineers (SAE) standard 1349, and shall not exceed that stated in the manufacturer's national advertising.

<u>202</u>	Wheel-type, 12 through 34 hp-----	27.36/hr.	10 years
<u>203</u>	Wheel-type, 35 through 49 hp-----	27.10/hr.	10 years
<u>204</u>	Wheel-type, 50 through 64 hp-----	29.30/hr.	10 years
<u>205</u>	Wheel-type, 65 through 79 hp-----	33.86/hr.	10 years
<u>206</u>	Wheel-type, 80 through 99 hp-----	37.26/hr.	10 years
<u>207</u>	Wheel-type, 100 through 149 hp-----	53.54/hr.	10 years
<u>208</u>	Wheel-type, 150 through 214 hp-----	61.20/hr.	10 years
<u>209</u>	Wheel-type, 215 hp and more-----	77.12/hr.	10 years
<u>214</u>	Track-type dozer, 12 through 64 hp-----	57.68/hr.	10 years
<u>215</u>	Track-type dozer, 65 through 79 hp-----	47.96/hr.	10 years
<u>216</u>	Track-type dozer, 80 through 99 hp-----	48.76/hr.	10 years
<u>217</u>	Track-type dozer, 100 through 149 hp-----	64.38/hr.	10 years
<u>218</u>	Track-type dozer, 150 through 214 hp-----	82.48/hr.	10 years
<u>219</u>	Track-type dozer, 215 hp and more-----	105.30/hr.	10 years
<u>221</u>	Agricultural type tractor/skid steer, 4- wheel drive units, 20 through 64 hp----- (Alternate Photo) (Alternate Photo)	28.46/hr.	10 years

<u>222</u>	Agricultural type tractor/skid steer, 4- wheel drive units, 65 through 79 hp-----34.20/hr. (Alternate Photo) (Alternate Photo)	10 years
<u>223</u>	Agricultural type tractor/skid steer, 4- wheel drive units, 80 through 99 hp-----37.50/hr. (Alternate Photo) (Alternate Photo)	10 years
<u>224</u>	Agricultural type tractor/skid steer, 4- wheel drive units, 100 through 150 hp -----44.14/hr.	10 years
<u>250</u>	Backhoe/loader/tractor, (80 to 100 hp) -----47.08/hr.	10 years

TRAILERS

Classification shall be based on the manufacturer's rated capacity for the specific model trailer

<u>490</u>	Less than 1 ton (use manufacturer's rated capacity) -----11.14/hr.	10 years
<u>491</u>	1 through 4 tons (use manufacturer's rated capacity) -----15.12/hr.	10 years
<u>493</u>	5 through 29 tons (use manufacturer's rated capacity)-----25.18/hr.	10 years
<u>496</u>	30 tons and over (use manufacturer's rated capacity)-----44.34/hr.	10 years

TRUCKS

Classifications shall be based on the manufacturer's gross vehicle weight (GVW) rating assigned to the specific model, including all component equipment recommended or required by the manufacturer, as listed in the current national advertising and specifications. No consideration shall be given to any GVW that may be assigned for a specific purpose, preferred service, limited area, or that is not included in the national advertising for that model. If optional GVW's or a range of GVW's are given without identifying equipment necessary to place the unit within the range, the average of the range shall be used.

**The washing of trucks performing winter activities shall be charged to the job using activity code 072.
All other (non-winter) truck washing shall be charged to the truck unit.**

<u>101</u>	Rear drive or 4wd, 15,000 lbs and less -----13.94/hr.	6 years
<u>103</u>	Rear drive or 4wd, 15,001 through 17,999 lbs-----20.32/hr.	6 years
<u>104</u>	Rear drive or 4wd, 18,000 through 22,999 lbs-----24.56/hr.	6 years
<u>106</u>	Rear drive or 4wd, 23,000 lbs through 49,999 lbs -----46.60/hr.	10 years
<u>112</u>	Rear drive or 4wd, more than 50,000 lbs -----87.00/hr.	15 years
<u>117</u>	Tandem rear drive through 49,999 lbs -----52.96/hr.	9 years
<u>118</u>	Tandem rear drive, 50,000 lbs and over -----67.30/hr.	9 years
<u>1118</u>	Tandem rear drive, 50,000 lbs and over, with tri-axes -----62.92/hr.	9 years
<u>1128</u>	Tandem rear drive, 50,000 lbs and over, with quad-axes-----52.80/hr.	9 years

VEHICLES

<u>114</u>	Automobiles -----0.80/mile	100,000mi
<u>115</u>	Commissioner Vehicle (Administration Account) -----set rate locally	100,000mi
<u>119</u>	Vans, Extended cabs, SUV's -----14.74/hr.	5 years
<u>120</u>	Patrol superintendent vehicles -----0.58/mile	100,000mi

MISCELLANEOUS EQUIPMENT

<u>901</u>	Backhoe attachment/Grapple (<u>Alternate Photo</u>)-----	8.60/hr.	10 years
<u>902</u>	Brush chipper-----	30.70/hr.	8 years
<u>906</u>	Mechanical tamper, self-powered -----	32.90/hr.	8 years
<u>907</u>	Ripper attachments for graders or tractors -----	70.88/hr.	10 years
<u>908</u>	Surge bin-----	42.00/hr.	15 years
<u>910</u>	Arrow board, self contained on trailer-----	4.58/hr.	10 years
<u>911</u>	Gravel conveyor-----	27.72/hr.	12 years
<u>912</u>	Mudjack -----	41.14/hr.	10 years
<u>915</u>	Post hole digger (auger), power attachment-----	25.32/hr.	10 years
<u>918</u>	Screening plant-----	0.34/ton	10 years
<u>918</u>	Screening plant-----	0.50/c.y.	10 years
<u>919</u>	Spring tooth or disc harrow attachment-----	10.12/hr.	10 years
<u>922</u>	Welder, electric, per 100 amp capacity (does not include cost of welding rod) -----	3.64/hr.	10 years
<u>923</u>	Water pump, centrifugal (with or without pintle hitch) (<u>Alternate Photo</u>)-----	22.46/hr.	5 years
<u>924</u>	Water pump, diaphragm -----	32.42/hr.	5 years
<u>925</u>	Sprayer, multi-purpose stand alone, liquid distribution system, including tank, spray bar, nozzles, to be used for spot weed spraying or dust control, excluding anti-icing. -----	18.38/hr.	10 years
<u>926</u>	Water tanker or portable tank with pump and spray bars, not for anti-icing, exclusive of motive equipment (no charge may be made while in transit)----- (<u>Alternate Photo</u>)	23.88/hr.	8 years
<u>930</u>	Hydro-seeder with water supply-----	56.96/hr.	10 years
<u>931</u>	Mulch spreader with water supply -----	67.32/hr.	10 years
<u>932</u>	Brush cutter, (backhoe mounted on boom)-----	33.26/hr.	5 years
<u>933</u>	Shoulder drag-----	29.24/hr.	10 years
<u>934</u>	Concrete saw, through 9 hp. including blades-----	48.26/hr.	3 years
<u>935</u>	Concrete saw, 10 through 24 hp. including blades -----	37.22/hr.	5 years
<u>936</u>	Concrete saw, over 25 hp, includes blades -----	79.78/hr.	10 years
<u>937</u>	Hot air lance -----	8.96/hr.	5 years
<u>938</u>	Pavement router/joint cleaner/roto-cutter, asphalt, -----	35.32/hr.	5 years
<u>939</u>	Field office, Class A-----	55.00/day	15 years
<u>940</u>	Brush cutter (tractor mounted)-----	23.36/hr.	3 years
<u>941</u>	Bump burner, infrared or open flame grader attach-----	49.36/hr.	12 years

<u>942</u>	Post pusher/driver (wood or metal)-----	14.80/hr.	12 years
<u>946</u>	Trailer, sign -----	13.02/day	10 years
<u>947</u>	Portable pressure washer (heated or not heated) - attached wheels, capacity thru 20 hp. -----	41.10/hr.	10 years
<u>948</u>	Aerial platform (self propelled or trailer mounted) -----	20.12/hr.	12 years
<u>949</u>	Attenuator (truck mounted or towed)-----	8.32/hr.	10 years
<u>950</u>	Centerliner, mtd. on dual axle truck -----	78.92/hr.	10 years
<u>951</u>	Centerliner, mtd. on single axle truck -----	87.22/hr.	12 years
<u>952</u>	Liquid dust control, applicator only -----	0.40/gal	8 years
<u>953</u>	Boom for mowers, attached to tractor -----	14.10/hr.	10 years
<u>954</u>	Sign truck, 23,000 lbs and over, incl. storage cabinets, boom/auger/crane and aerial platform -----	30.50/hr.	6 years
<u>955</u>	Tailgate conveyor or spreader box -----	25.16/hr.	12 years
<u>956</u>	Hydraulic drill -----	17.00/hr.	8 years
<u>958</u>	Message board (programmable) maximum charge of 12 hours in a 24 hr period -----	10.52/hr.	10 years
<u>959</u>	Sign Truck, under 23,000 lbs. incl. storage cabinets, boom/auger, and aerial platform -----	27.82/hr.	6 years
<u>960</u>	Portable pressure washer (heated or not heated) - attached wheels, capacity 21 hp and greater -----	54.70/hr.	10 years

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 19, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #16-06, Authorizing a Petition to the Office of the Commissioner of Railroads for the Modification and Alteration of the Roadway Spur Crossing - Venture Avenue.

The Board of Public Works approved the staff recommendation for a resolution to authorize a petition to the Office of the Commissioner of Railroads to establish Venture Avenue as an at-grade railroad crossing on January 11, 2016.

The City is working with Cedar Corporation and Via Rail Logistics, LLC (VIA Rail) to provide railroad-related engineering services for the coordination with the Canadian National Railway Company (CN) and the Office of the Commissioner of Railroads to establish Venture Avenue as a proposed at-grade railroad crossing.

The City is proposing to connect two existing dead end roadways (Venture Avenue) and Fortune Avenue) to expand the West Business Park. The extension of Venture Avenue will cross the existing spur line which is owned and maintained by the City. It is operated by CN.

The City intends to create (2) 48-foot-wide full depth composite at-grade railroad crossings and protect the crossing with reflectorized crossbucks with yield signs as shown on the attached exhibit.

The design and construction work will be completed under City project 16-04 and is funded by TID #6.

ATTACHMENTS:

- Reso16-06 (DOCX)
- WBPark-Venture Spur Crossing-Signage (PDF)

RESOLUTION #16-06

AUTHORIZING A PETITION
TO THE WISCONSIN OFFICE OF THE
COMMISSIONER OF RAILROADS FOR
MODIFICATION AND ALTERATION OF THE
ROADWAY SPUR CROSSING – VENTURE AVENUE
BY THE CITY OF DE PERE

WHEREAS, the City of De Pere has adopted a site development plan in the West Business Park; and

WHEREAS, the site development plan provides in part for the extension and construction of a roadway connecting Venture Avenue to Fortune Avenue in the City of De Pere; and

WHEREAS, pursuant to Wis. Stats. §195.29, the Common Council of the City of De Pere and the Board of Public Works of the City of De Pere are the appropriate bodies to petition the Wisconsin Office of the Commissioner of Railroads with regard to the modification and alteration of the roadway crossings by an approved contractor.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and all other appropriate officers, consultants, and agents of the City of De Pere are authorized and directed to perform all required activities, to execute and process all necessary documents to petition the Office of the Commissioner of Railroads for a modification and alteration of the railroad grade crossings at Venture Avenue in the City of De Pere.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of January, 2016.

APPROVED:

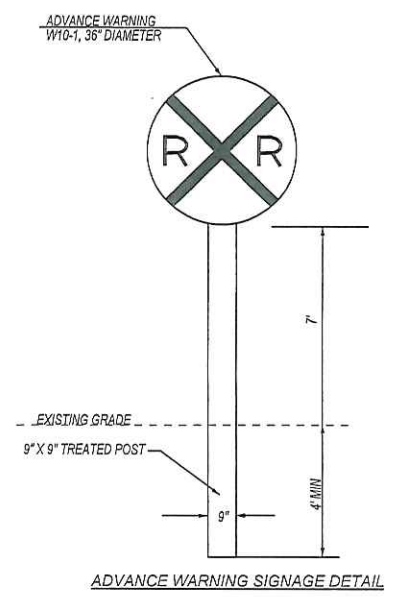
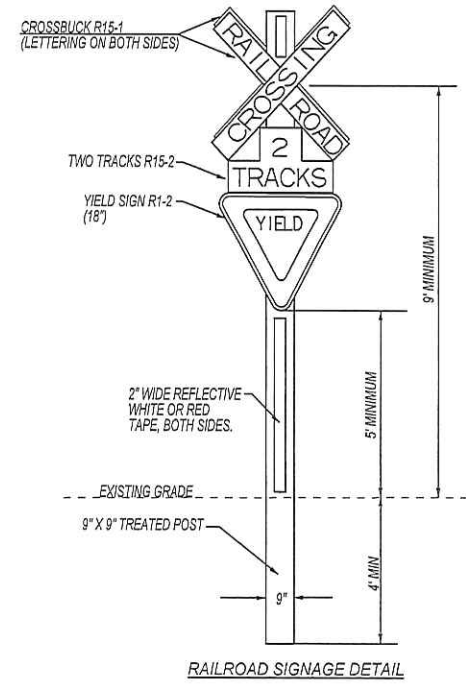
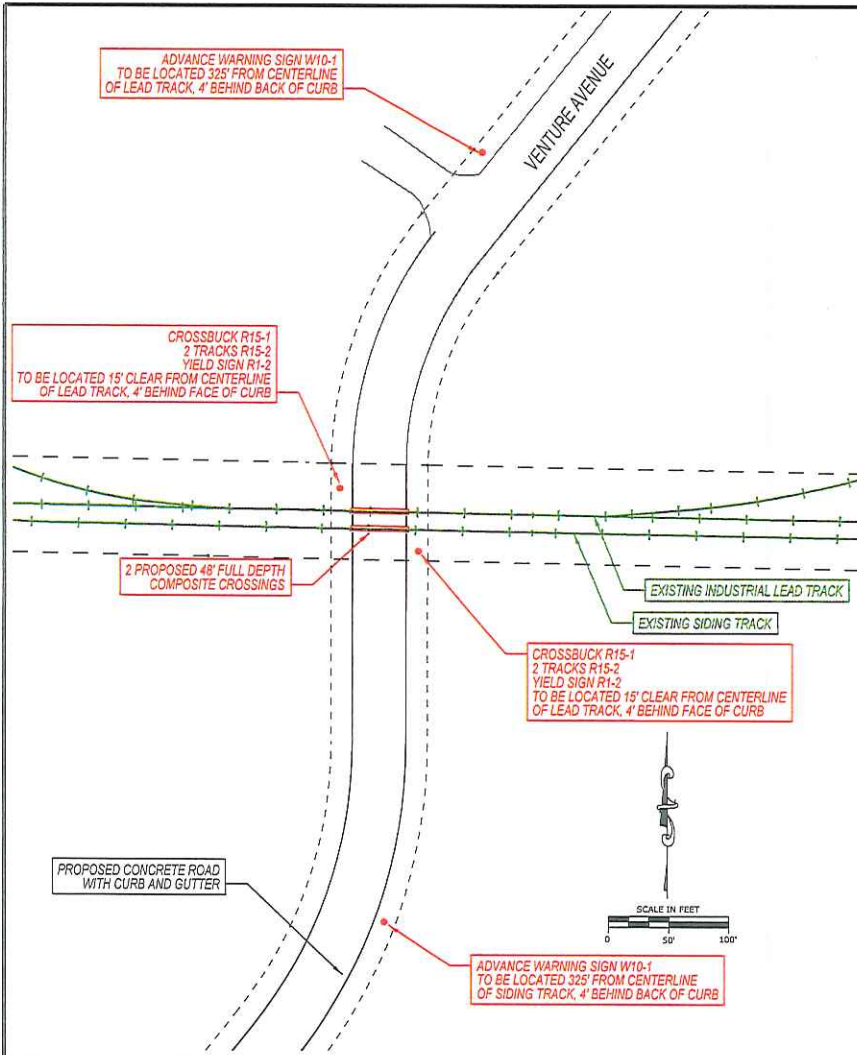
Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-06 (4287 : Resolution #16-06, Authorizing a Petition to the OCR - Venture Avenue)



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www.cedarcorp.com

624 Wilson Ave.
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FAX 708-235-2727

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Suite 142
Bloomington, IL 61701
800-334-0037
FAX 800-491-9020

1498 Delaware Street
Suite 502
Green Bay, WI 54301
920-491-0091
FAX 920-491-9020

VIA RAIL
LOGISTICS, LLC

550 W34326 Ridgeway Drive
Dousman, Wisconsin 53118
phone: 414.405.7682
fax: 925.403.5334



CITY OF DE PERE
ENGINEERING
PROPOSED SITE CONDITION
DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

SITE 1 FORTUNE - VENTURE CONNECTION

EXHIBIT NO.6

NAME:	BY	DATE	REV.	DATE	REV.	REVISIONS / ISSUES	PAGE NO.
WEST BUSINESS PARK DEVELOPMENT							
PROJECT #							
10-01							
CHECKED							

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 19, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #16-07, Authorizing Police Canine Agreement.

Police canine Elsie has reached the end of her nine year career with the De Pere Police Department. She retired on December 29, 2015. The police department K-9 procedure outlines the process for canines at retirement; specifically, if the handler wishes and is able to care for the assigned canine, the handler will submit a letter of request to the chief of police for transfer of ownership to the handler. K-9 Officer Joseph Johnson, Elsie's assigned handler, has submitted such a letter and wishes to take ownership of Elsie. Upon transfer, the responsibility of care, including food, veterinary, grooming, and liability fall to Officer Johnson.

Due to the date of the Finance and Council meetings and the date of retirement, I have granted temporary custody of Elsie to Officer Johnson pending the approval of the Finance Committee and the Council; otherwise care of Elsie would be the responsibility of the department.

The Finance/Personnel Committee has recommended transfer of ownership at its January 12, 2016 meeting. I recommend approval of the transfer of ownership of canine Elsie from the City of De Pere to Joseph Johnson.

If you have any questions about this request, please contact me at your earliest convenience.

ATTACHMENTS:

- Reso16-07 (DOCX)
- Canine Agreement (Johnson) 1-16 (DOCX)

RESOLUTION #16-07

AUTHORIZING POLICE CANINE AGREEMENT

WHEREAS, Joseph Johnson is an officer of the City of De Pere Police Department and is trained and certified as a Canine Officer who has trained and partnered with a German Shepherd named Elsie since 2006; and

WHEREAS, the De Pere Police Department retired Elsie on December 29, 2015; and

WHEREAS, Officer Johnson wishes to assume ownership and responsibility over Elsie, upon the terms and conditions set forth in the attached Police Canine Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Police Chief is authorized and directed to execute the Police Canine Agreement 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 19th day of January, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-07 (4303 : Resolution #16-07, K-9 Retirement and Ownership Transfer)

CITY OF DE PERE

POLICE DEPARTMENT

325 South Broadway Street
De Pere, WI 54115-2298
(920) 339-4083
Fax No.: (920) 339-4082
E-mail: dppd@mail.de-pere.org



POLICE CANINE AGREEMENT

THIS AGREEMENT dated this _____ day of January, 2016, is by and between the City of De Pere, a Wisconsin municipal corporation ("City") and De Pere Police Officer Joseph F. Johnson ("Johnson").

WHEREAS, Johnson is an officer of the City of De Pere Police Department and is trained and certified as a Canine Officer who has trained and partnered with a German Shepherd named Elsie since 2006; and

WHEREAS, the De Pere Police Department retired Elsie on December 29, 2015; and

WHEREAS, Johnson wishes to assume ownership and responsibility over Elsie.

NOW THEREFORE, for good and valuable consideration, the parties do agree and state as follows:

1. Effective as of December 29, 2015, the City relinquishes all ownership and responsibility of Elsie to Johnson.
2. Johnson agrees to assume all ownership and responsibility Elsie including all food, care and maintenance.
3. Johnson understands and acknowledges all prior medical history and prior training Elsie has received and knowingly releases the City for any and all liabilities that may be incurred after Johnson assumes ownership relating to Elsie, her care, maintenance and actions. Further, Johnson agrees to indemnify and hold harmless the City, its officers, officials and employees from any and all claims or demands for loss of or damage to property or for injury or death to any person arising from or in connection of his ownership of Elsie, Elsie's actions or inactions, Johnson's actions or inactions, such costs to include reasonable attorney's fees and other costs of defense.

Derek Beiderwieden, Chief of Police

Joseph F. Johnson

SERVING WITH P.R.I.D.E.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 19, 2016

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Resolution #16-08, Authorizing Submission of Assistance to Firefighters Grant Application.

ATTACHMENTS:

- Reso16-08 (DOCX)
- FIRE DEPT GRANT APP REQUEST (PDF)

RESOLUTION #16-08

AUTHORIZING SUBMISSION OF ASSISTANCE
TO FIREFIGHTERS GRANT APPLICATION

WHEREAS, the Federal Emergency Management Agency (FEMA) offers grant funds for equipment, protective gear, emergency vehicles and training through its Assistance to Firefighters Grant (AFG) Program; and

WHEREAS, if awarded, such grant will be used by the City's Fire Rescue Department to replace its aging self-contained breathing apparatus equipment; and

WHEREAS, this grant program requires a 10% match; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Fire Chief is authorized to submit an AFG request for funding the above described equipment.

BE IT FURTHER RESOLVED THAT:

Any such grant awarded shall be formally accepted by the Common Council.

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 19th day of January, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-08 (4306 : Resolution #16-08, Authorizing Submission of Assistance to Firefighters Grant Application)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief *DL Rubin*

Date: January 12, 2016

Re: Consider Accepting a Federal Emergency Management Grant from the Assistance to Fire Fighters Program for Breathing Apparatus Replacements

In February of 2004, De Pere Fire Rescue placed 38 complete self-contained breathing apparatus units, 3 rapid intervention team emergency escape packs and 24 spare cylinders, into service for the use by and protection of the City's fire fighters. These Scott Safety self-contained breathing apparatus units are used by fire fighters to enter environments that represent a wide range of respiratory system inhalation hazards. Self-contained breathing apparatus is the most important and valuable component of a fire fighter's safety equipment. Being the most vital link that allows a fire fighter to perform his/her job, the need to have updated and well maintained equipment is a must, as well as it is spelled out in law.

With timing always being of the essence, the City of De Pere has a wonderful opportunity to take advantage of the Federal Emergency Management Agency's grant from the Assistance to Fire Fighters Program for breathing apparatus system replacement. Several Brown County Fire Departments are collectively applying for a "regional" grant to replace the worn out SCBA equipment and to ensure that the replacement devices are compatible to allow for interoperability for emergency events involving more than one area fire department (i.e., Smitty's Junk Yard fire that occurred this summer). The "lead agency" preparing this grant request is Bellevue Fire Department. Our other partner that's part of this regional request is Ledgeview Fire Department. Using the strength of all three agencies, De Pere will qualify for the matching formula of 90% federally funded with only 10% locally funded.

The life span for the forty-five minute self-contained breathing apparatus that De Pere purchased is 15 years of service life before replacement. The devices that we are currently are using are at the 12 year mark. By the time this federal grant is processed and approved, at least one more year will have passed. That will leave about two years of service life left to procure the devices, revise our procedures and train our members (career and paid on call) in their use. The timeline does fit well within the needs of the Department.

The grant request for De Pere Fire Rescue will be for 30 complete air packs with EZ-Scape IV; 30 spare cylinders; 50 face pieces and 4 rapid intervention escape air packs. The estimated total cost for this equipment is \$236,000. The payment break down is 90% grant contribution by the Federal

Government and 10% match by the City of De Pere. The Federal grant value will be \$212,400, with the cost to the City being approximately \$23,600. If the City Council approves this request to proceed with this grant, the timeline will blend into next year's budget preparation cycle. The plan will be to request the matching funds of \$23,600 during the next budget City preparation cycle. In essence, this grant will save the City of De Pere taxpayers approximately \$212,400. The need to have updated self-contained breathing apparatus is a mandated requirement.

Thank you for your consideration. I respectfully request your support to move this item (allowing the Fire Department to make application for a federal grant) forward to the City Council for final action and acceptance. If you have any questions, please do not hesitate to ask.

H:\Memos\Request to Personnel Finance - AFG Grant.docx

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 19, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-09, Approving Memorandum Regarding Off Duty Exercise Room and Equipment Use.

ATTACHMENTS:

- Memo - MOA Exercise Equipment (PDF)
- Reso16-09 (DOCX)
- MOA - Police.Fire Exercise Equipment (PDF)
- Waiver & Release - union exercise room (PDF)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council *Judy*
From: Judith Schmidt-Lehman, City Attorney
RE: Memorandum Regarding Off Duty Exercise Room and Equipment Use
Date: January 14, 2016

City staff and Police and Fire unions have had several conversations regarding the need for an agreement among the parties pertaining to use of city facilities to house union owned fitness equipment for off-duty use. The Memorandum was drafted as a result of those conversations and both the Police and Fire unions have agreed to execute the Memorandum.

The Finance/Personnel Committee reviewed and recommended approval of this Memorandum.

JSL:jld

H:\jdupont\Memos\2016\Mayor & CC-Weight Room MOA 1-19-16.docx

RESOLUTION #16-09

APPROVING MEMORANDUM REGARDING OFF DUTY
EXERCISE ROOM AND EQUIPMENT USE

WHEREAS, the City operates a Fire Rescue Department, whose non-exempt employees are members of the De Pere Professional Firefighters Association; and

WHEREAS, the City operates a Police Department, whose non-exempt employees are members of the De Pere Police Benevolent Association; and

WHEREAS, the City currently allows the Fire and Police Unions to utilize the basement storage room at Fire Station 1 and a room at Fire Station 2 to house Fire and Police Union owned exercise equipment for off-duty use; and

WHEREAS, the parties wish to memorialize in writing the City's permission for use of its facilities to house the Fire and Police Union exercise equipment under the terms set forth in the attached Memorandum Regarding Off Duty Exercise Room and Equipment Use; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Memorandum Regarding Off Duty Exercise Room and Equipment Use.

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 19th day of January, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

MEMORANDUM REGARDING OFF DUTY
EXERCISE ROOM AND EQUIPMENT USE

WHEREAS, the City of De Pere ("City") operates a Fire Rescue Department ("Fire Department"), whose non-exempt employees are members of the De Pere Professional Firefighters Association ("Fire Union"); and

WHEREAS, the City operates a Police Department ("Police Department"), whose non-exempt employees are members of the De Pere Police Benevolent Association ("Police Union"); and

WHEREAS, the City has, in the past, allowed the Police and Fire Unions ("Unions" or "Both Unions") use of unoccupied building space in their respective departments to house Fire Union and Police Union owned exercise equipment for off-duty exercise use; and

WHEREAS, due to the donation of professional exercise equipment to the Unions jointly ("Union Equipment"), the City currently allows the Unions to utilize the basement storage room at Fire Station 1 and a room at Fire Station 2 ("City Facilities") to house the Union Equipment for off-duty use; and

WHEREAS, subject to the policies of the Fire Department, the Fire chief may allow on-duty use of the Union Equipment upon such terms and conditions as the Fire Chief may determine. This on-duty use is not subject to this Memorandum.

WHEREAS, the parties wish to memorialize this arrangement in writing.

NOW THEREFORE, the parties hereby set forth their understanding regarding off-duty use of Union Equipment upon City Facilities.

1. City hereby allows the use of the above referenced City Facilities to house the Union Equipment for off-duty use under the terms set forth herein.
2. Use of the Union Equipment in City Facilities shall be limited to Police and Fire Department employees only; no friends, relatives or other persons are allowed upon the City Facilities for such use.
3. The Unions agree that all off-duty Police and Fire Department employee users of the equipment shall sign a Waiver and Release of Liability form, attached hereto and incorporated by reference, prior to being allowed to use the Union Equipment and that the Unions are responsible for obtaining signed Waiver and Release Forms from all union member users of the City Facilities and Union Equipment.
4. The Unions shall provide the City with the original executed Waiver and Release of Liability forms. Failure to obtain or forward Waiver and Release Liability forms for all Police and Fire Department off-duty users of the City Facilities and Union Equipment

will result in the City rescinding its permission to utilize the City Facilities for the Union Equipment.

5. Use of the City Facilities may be rescinded by the City Administrator at any time for any reason if it is determined that the room or rooms are needed for some other purpose, are no longer suitable for the exercise use, or for any other reason or no reason.
6. Any party may elect to end this arrangement for any reason upon a written 30 day notice to the other party. The Unions shall inform their members of the termination of this Memorandum.
7. As this Memorandum of Agreement involves solely off-duty use of city property, neither this agreement nor the subject matter of this agreement impact wages, hours or conditions of employment and thus are not subject to bargaining under Chapter 111 Wisconsin Statutes.

Dated this _____ day of _____, 2016.

**DE PERE PROFESSIONAL FIREFIGHTERS
ASSOCIATION IAFF LOCAL 141**

**DE PERE POLICE
BENEVOLENT ASSOCIATION**

Tom Nelson, Executive Board Member

Charles Leiterman, President

CITY OF DE PERE

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

WAIVER AND RELEASE OF LIABILITY OFF-DUTY EXERCISE

I, _____, (print name) voluntarily request to use the fitness equipment/machinery owned by the De Pere Police Benevolent Association (Police Union) and the De Pere Professional Firefighters Association (Fire Union) ("Union Equipment") located in:

1. the storage room in the southeast corner of the lower level of the City of De Pere Fire Station #1 (400 Lewis Street, De Pere, WI); or
2. the southwest corner of the lower level in Fire Station #2 (1180 Grant Street, De Pere, WI), hereinafter collectively referred to as the "City Facility" (circle location(s) of use).

I understand that my use of the City Facility and the Union Equipment while off work/duty is voluntary and I do so at my own risk. I understand that use of the City Facility and Union Equipment is restricted to City Police and Fire Department employees only and that non- City employees are not permitted in the City Facility for any reason.

In consideration of being allowed to utilize Union Equipment in the City Facility off work/duty, I hereby agree, on behalf of myself, my heirs, executors, representatives, agents and assigns to waive, release and forever discharge the City, its officials, officers, employees, agents and all others from any and all responsibility or liability for injuries, including death, damages, loss, claims or causes of action, including claims or causes of action caused by the negligent acts or omissions of any of those mentioned, resulting from my use or access to the City Facility off work/duty and Union Equipment .

I understand and am aware that strength, flexibility and aerobic exercise, including use of the Union Equipment or not, is a potentially hazardous and dangerous activity. I understand that individual workouts without supervision can be dangerous. I also understand that fitness activities involve a risk of injury and even death and I am voluntarily participating in these activities and using the Union Equipment with knowledge of the dangers involved. I hereby agree to and expressly assume and accept any and all risk of injury and death.

I hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation or use of the Union Equipment. I hereby acknowledge that I have either had a physical examination and been given my physician's permission to utilize the City Facility and Union Equipment for fitness purposes, or that I have decided to participate in using the City Facility and the Union Equipment without the approval of my physician and do hereby assume all responsibility for my participation and utilization of the City Facility and Union Equipment in my activities.

I understand that this Waiver and Release of Liability covers only such use of the City Facility and Union Equipment which occurs off work/duty and that any injury or loss suffered shall not be covered under the Worker's Compensation Act. This waiver does not surrender any rights under Chapter 102 Wisconsin Statutes.

Finally, I understand that the City is voluntarily allowing the City Facility to house the Union Equipment and allow the City Facility to be used for fitness/exercise purposes. I understand the City could determine in the future that the City Facility is needed for some other purpose or no other purpose, in its sole discretion.

I acknowledge that I have had the opportunity to discuss and negotiate the terms of this Waiver and Liability Form. I acknowledge that use of the City Facility and the Union Equipment is a voluntary activity on my own time and is not required by the City. I understand the terms and conditions of this release and sign voluntarily.

Signature

Date

Emergency Contact Person

Phone

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 19, 2016

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Recommendation from the Finance & Personnel Committee to consider request to purchase a Fire Department command vehicle.

ATTACHMENTS:

- FIRE DEPT REQUEST COMMAND VEHICLE (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief *DefRubin*

Date: January 12, 2016

Re: Consider Request to Purchase Fire Department Command Vehicle

The Fire Rescue Department would like to respectfully request permission to purchase a new command response vehicle. The Department needs this unit to replace the 2001 (15-year-old) Crown Victoria Ford sedan. The 2001 model has 76,109 miles reflected on its odometer. Further, there is no engine hour meter on this sedan, but the common held belief is that the engine idling time is at least twice the length of engine operating hours that the vehicle has been driven. This vehicle is currently in need of significant repairs to maintain it as a safe and reliable emergency response vehicle for the Department that our citizens and visitors can depend on to arrive to deliver emergency services. So, in the final analysis, this vehicle is ready to be retired from the fire fleet as soon as possible. The Department requested and was granted \$35,000 for the replacement of this vehicle. The referenced funds are listed in the City of De Pere 2016 Annual Adopted Budget, in the Capital Improvements section; Line Item 100-52200-810.

The replacement vehicle that the Fire Rescue Department is requesting approval to purchase is a **2016 Fleet Ford Utility Police Interceptor AWD 4dr K8A**. This is a fuel efficient, highly reliable emergency response vehicle that is currently being used by the De Pere Police Department and many other local police departments across America. The Ford Interceptor model vehicle that we are requesting to procure has been successfully adopted and used by many fire departments as a mobile incident command post vehicle. One additional and long overdue major upgrade will be the conversion from a single rear wheel drive system to an all-wheel drive vehicle during severe weather operations. The all-wheel drive upgrade will ensure reasonable response time arrival, as well as greatly enhance employee safety during high hazard times.

If approved by the De Pere City Council for purchase, the exact breakdown of the associated costs of this capital purchase are as follows:

Attachment: FIRE DEPT REQUEST COMMAND VEHICLE (4305 : Recommendation from Finance to Consider Request to Purchase Fire Dept

Price quote provided by Bergstrom Automobile Sales – Jerry Iverson, Sales rep.

\$34,465.00	Manufacturer's Suggested Retail Price
- 6,289.00	Fleet Discount
5,279.00	Emergency response equipment (i.e., warning lights & sirens)
-1,200.00	2001 Ford Crown Victory Trade-In
70.50	Wisconsin New Vehicle License & Registration
<u>1,000.00</u>	Motorola 800 Radio & Antenna installation
\$33,325.50	Final cost – on the road

The purchase price of this vehicle is under the budgeted amount; bringing this project in under the established line item amount by \$1,674.50. This vehicle will save additional taxpayer dollars in cost per mile operating efficiency. This new internal combustion engine will release few carbon pollutants into the atmosphere, thereby being a more responsible community steward and protecting our environment.

Finally, once this vehicle is approved by the City Council for purchase, the delivery cycle time is projected at 120 days (four months). The emergency equipment transfer and installation from the retired vehicle will take two (2) additional weeks of time to complete. This project will come in under budget and within a reasonable timeframe, once the procurement order is received by the Fire Department.

Thank you for your consideration of this request. We respectfully urge the Finance and Personnel Committee to approve this request and forward it for final approval by the City of De Pere Common Council.

H:\Memos\Request to Personnel Finance - Command Vehicle.docx

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 19, 2016

DEPARTMENT: Plan Commission

FROM: Sarah Wallace

SUBJECT: Recommendation from the Finance/Personnel Committee to approve funds to investigate ownership of unassigned parcel at the former bridge approach (area near Front Street and George Street).

The Finance Committee recommended approval of funds to investigate the ownership of the unassigned parcel; not to exceed \$5,000. The Original Plat of De Pere has also been added to your packet as reference.

ATTACHMENTS:

- 1.12.16_Finance_Memo (DOCX)
- REL survey 1989 old bridge approach (PDF)
- Bridge Abuttment WisDOT maps (PDF)
- Original Plat (PDF)

City of De Pere

Memo



To: Michael J. Walsh, Mayor
Finance/Personnel Committee

From: Sarah Wallace, Associate Planner

cc: Larry Delo, Judy Schmidt-Lehman, Kimberly Flom

Date: December 29, 2015

Re: Request to investigate ownership of unassigned parcel at the former bridge approach (area near Front Street and George Street)

Alderperson Crevier and members of the Definitely De Pere Design Committee requested staff to research and provide an estimate to research the ownership of the area off of Front Street and George Street (old Bridge Approach). Figure 1 below identifies the property with a red outline. WisDOT informed Brown County that this piece was constructed to support the draw-bridge as part of the 1932 Claude Allouez Bridge installation. Potential ownership could be the WDNR, WisDOT, the City of De Pere or a combination thereof. WisDOT and WDNR have disclaimed ownership.



Figure 1

Definitely De Pere is interesting in pursuing the development and installation of a commemorative feature on the property. Staff reached out to Robert E. Lee and Associates (REL) and Green Bay Title for a general cost estimate associated with the research needed to identify ownership of this area. The estimate that was given is from \$200 to \$2,000 with the possibility for it to be substantially

higher. The cost associate with this research is difficult to identify, as more research is needed. At this time, it is not certain that enough information may be available to make a determination.

REL did provide staff with the attached survey of the area they completed in 1989. This survey provides some information to go on to further investigate ownership issues. Additionally, WisDOT provided staff with drawings of work it performed on the unassigned "parcel" in 2006-2007 in conjunction with removal of the old Claude Allouez Bridge. That too is attached.

Aldersperson Crevier requested that this item be placed on the Finance/Personnel agenda for discussion on investigating ownership of the unassigned parcel at the former bridge approach (area near Front Street and George Street).

Since this matter has arisen after the 2016 Budget was approved, funds for this work have not been budgeted. If the Committee and Council wish to pursue investigating the ownership of this piece, funding would need to come from unassigned General Fund

Legal Description

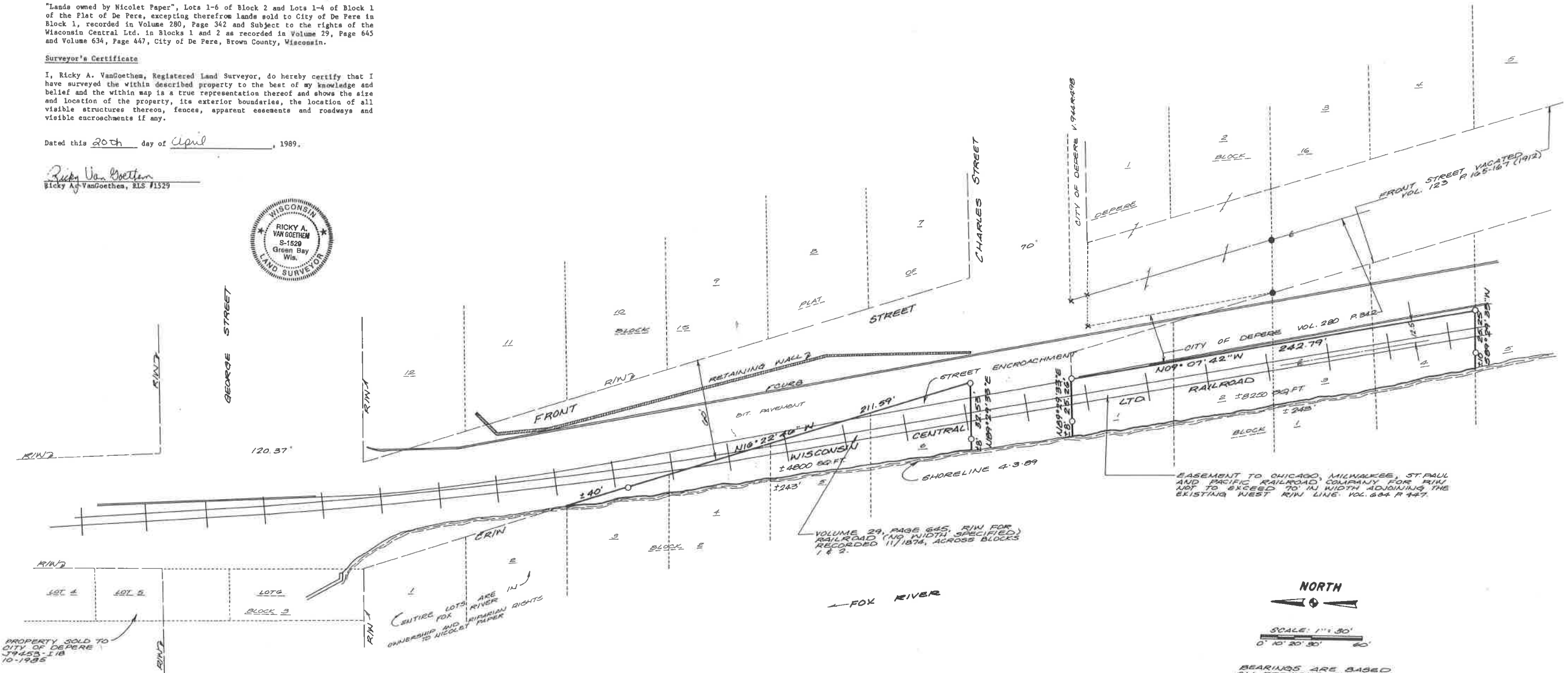
"Lands owned by Nicolet Paper", Lots 1-6 of Block 2 and Lots 1-4 of Block 1 of the Plat of De Pere, excepting therefrom lands sold to City of De Pere in Block 1, recorded in Volume 280, Page 342 and Subject to the rights of the Wisconsin Central Ltd. in Blocks 1 and 2 as recorded in Volume 29, Page 645 and Volume 634, Page 447, City of De Pere, Brown County, Wisconsin.

Surveyor's Certificate

I, Ricky A. VanGoethem, Registered Land Surveyor, do hereby certify that I have surveyed the within described property to the best of my knowledge and belief and the within map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location of all visible structures thereon, fences, apparent easements and roadways and visible encroachments if any.

Dated this 20th day of April, 1989.

Ricky VanGoethem
Ricky A. VanGoethem, RLS #1529



SCALE: 1" = 30'
0' 10' 20' 30' 40'

BEARINGS ARE BASED ON PREVIOUS SURVEYS.

- LEGEND
- SET 1"X30" IRON PIPE MIN. WT. 11.13 LB./LIN. FT.
 - EXIST. 1" IRON PIPE
 - X EXIST. CUT CROSS

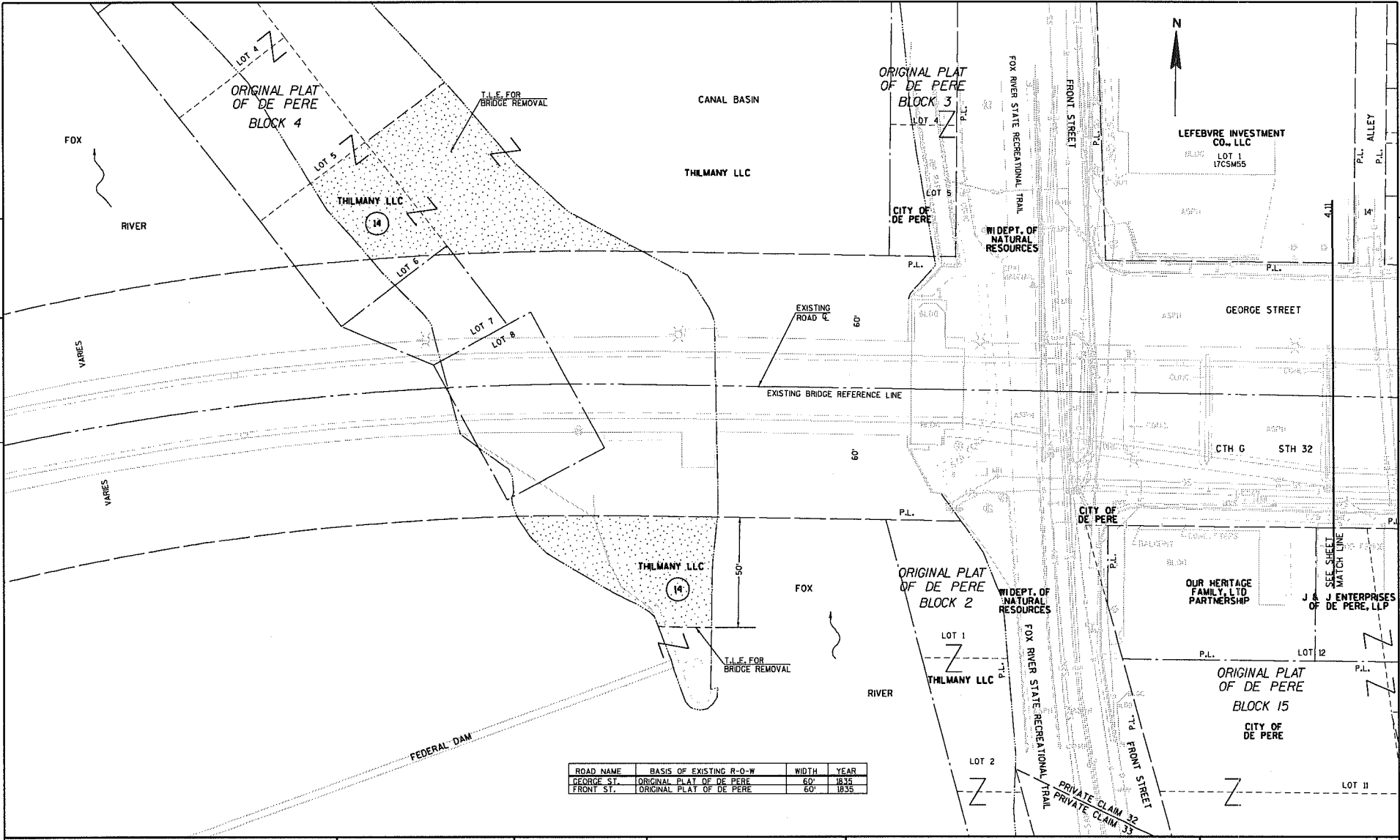
NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION

PLAT OF SURVEY NICOLET PAPER COMPANY
Part of Blocks 1 & 2 of the Plat of DePere,
City of DePere, Brown County, Wisconsin

DATE 4/19/89	ROBERT E. LEE & ASSOCIATES, INC. ENGINEERING • SURVEYING • LABORATORY SERVICES (414) 336-6338 Box 2100 Green Bay, WI 54306-2100	SHEET NO. 1
FILE NO.		
JOB NO. 1115002		

Attachment: REL survey 1989 old bridge approach (4304 : Recommendation from FIP - Orphaned Parcel)

4

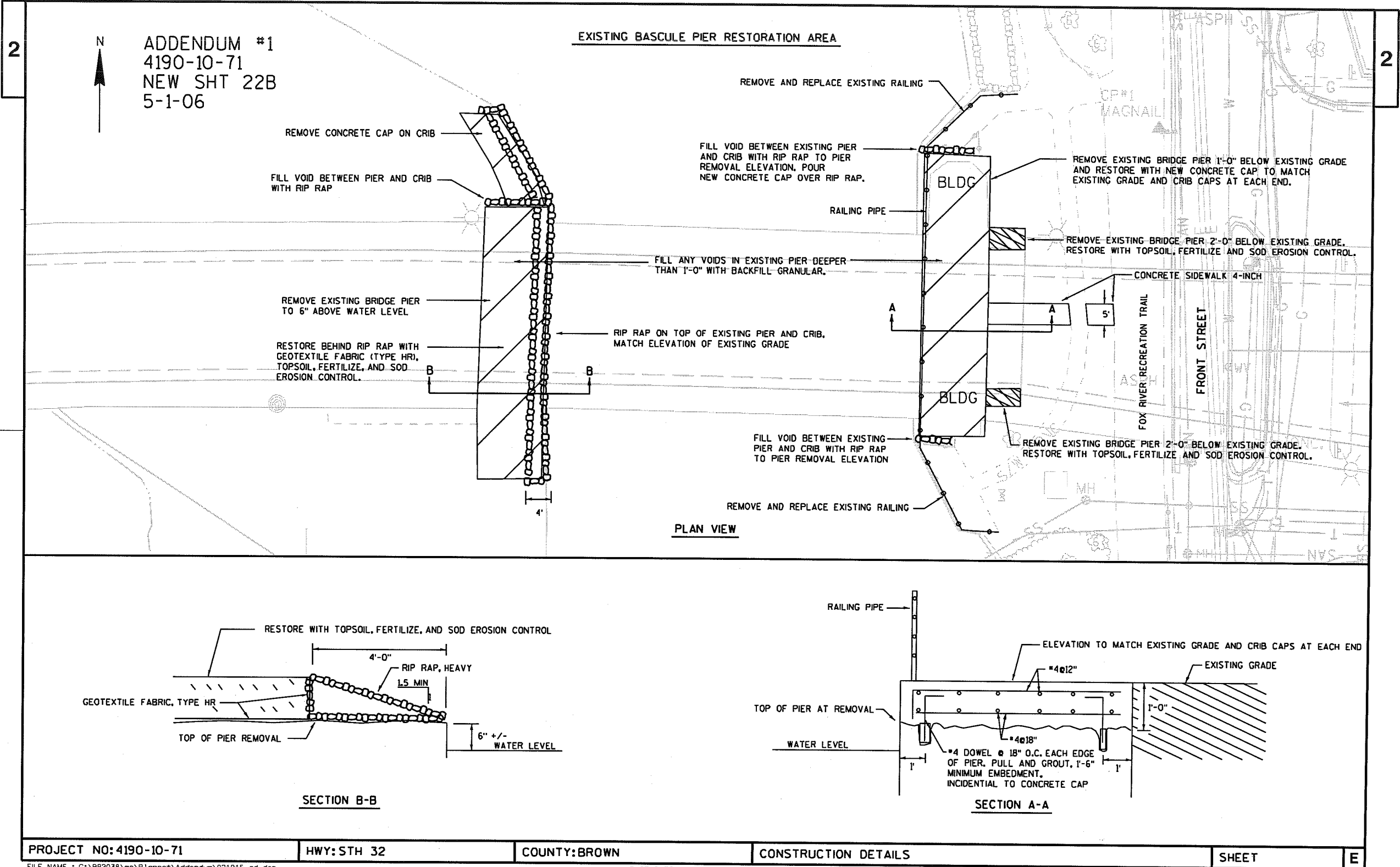


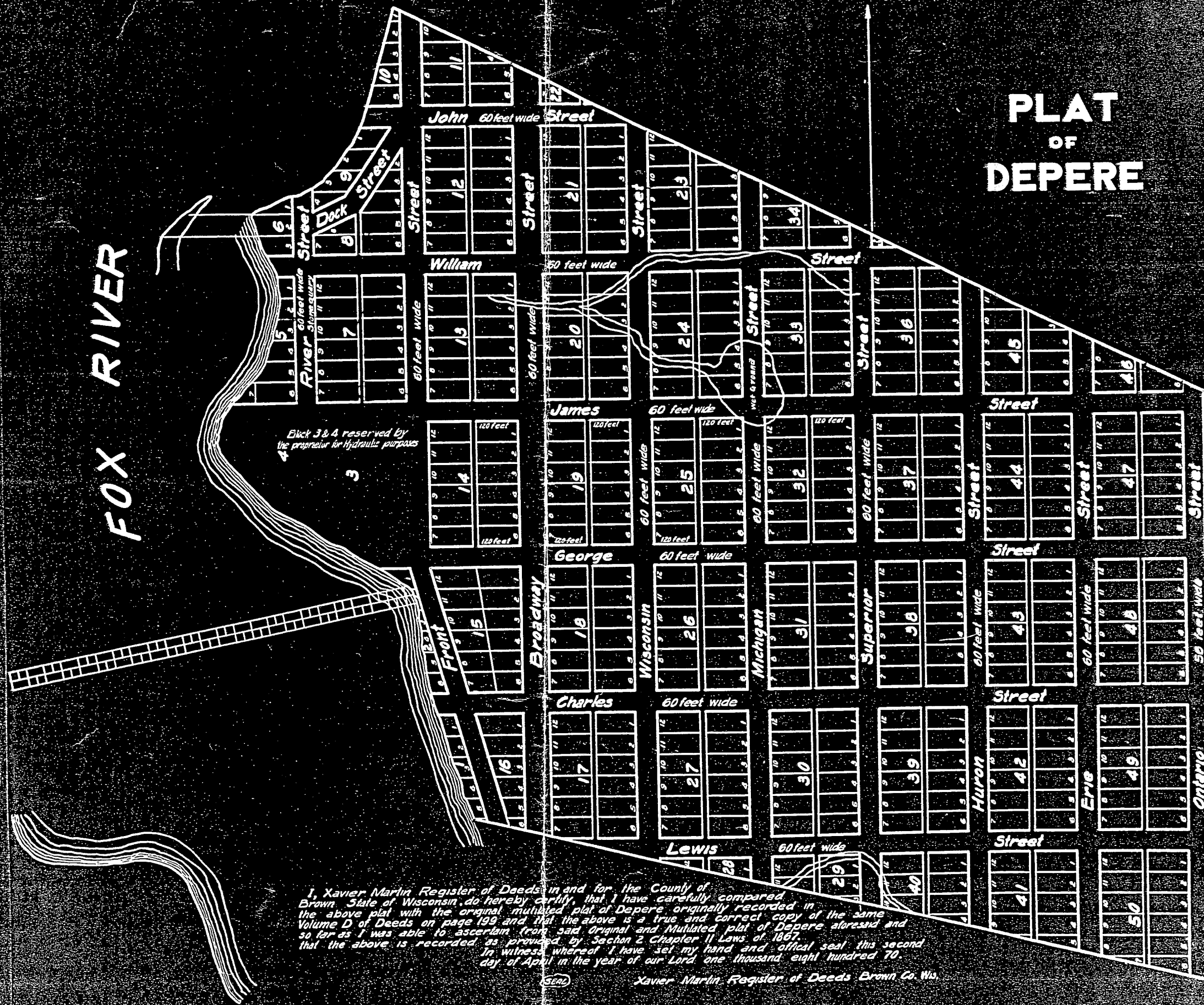
ROAD NAME	BASIS OF EXISTING R-O-W	WIDTH	YEAR
GEORGE ST.	ORIGINAL PLAT OF DE PERE	60'	1835
FRONT ST.	ORIGINAL PLAT OF DE PERE	60'	1835

REVISION DATE: 12-21-05 N.C.	DATE 11/11/05	SCALE, FEET 0 20 40	HWY: STH 32 COUNTY: BROWN	STATE R/W PROJECT NUMBER 4190-10-21 CONSTRUCTION PROJECT NUMBER 4190-10-71	PLAT SHEET NO: 4.15 PS&E SHEET 178
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FILE NAME : g:\992038\vis\Plotset\040117.rw.dgn PLOT DATE : 02/01/2006 PLOT BY : **...plotuser...** PLOT NAME : PLOT SCALE : **...plotscale...** WISDOT/CADDs SHEET TO

Attachment: Bridge Abuttment WisDOT maps (4304 : Recommendation from F/P - Orphaned Parcel)





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

MEETING DATE: January 19, 2016

DEPARTMENT: Plan Commission

FROM: Sarah Wallace

SUBJECT: Recognition of placement on National and State Register of Historic Places for Nicolet High School, 111 Third Street.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 19, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 1-19-16 VOUCHERS (PDF)

PACKET: 05031 JAN 2016 COUNCIL 2 1-19-16

VENDOR SET: 01

15.a

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0001	A1 ELEVATOR CORP							
	I-9037	A1 ELEVATOR CORP	R	1/19/2016		123.60CR	077375	123.60
4632	ACCURATE LLC							
	I-201601135525	ACCURATE LLC	R	1/19/2016		5,950.00CR	077376	5,950.00
1566	ACE TOWING INC							
	I-37778	ACE TOWING INC	R	1/19/2016		600.00CR	077377	
	I-37788	ACE TOWING INC	R	1/19/2016		300.00CR	077377	900.00
2091	AHLBORN EQUIPMENT INC							
	I-150854	AHLBORN EQUIPMENT INC	R	1/19/2016		624.56CR	077378	624.56
0302	AIRGAS USA LLC							
	I-9046687072	AIRGAS USA LLC	R	1/19/2016		131.07CR	077379	
	I-9932819601	AIRGAS USA LLC	R	1/19/2016		325.87CR	077379	456.94
2982	ALL CITY COMMUNICATIONS							
	I-4699567-010116	ALL CITY COMMUNICATIONS	R	1/19/2016		242.64CR	077380	242.64
0653	ANIMAL HOSPITAL OF DE PERE							
	I-201601125508	ANIMAL HOSPITAL OF DE PERE	R	1/19/2016		260.94CR	077381	260.94
5604	AURORA BAYCARE MED CTR LLC							
	I-TT267	AURORA BAYCARE MED CTR LLC	R	1/19/2016		277.98CR	077382	277.98
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-82157	BADGER MAILING & SHIPPING SYST	R	1/19/2016		324.62CR	077383	324.62
0020	BADGERLAND PRINTING INC							
	I-26924	BADGERLAND PRINTING INC	R	1/19/2016		356.06CR	077384	
	I-26949	BADGERLAND PRINTING INC	R	1/19/2016		241.01CR	077384	
	I-26951	BADGERLAND PRINTING INC	R	1/19/2016		44.00CR	077384	
	I-26967	BADGERLAND PRINTING INC	R	1/19/2016		58.00CR	077384	699.07
0027	BAY TOWEL INC							
	I-2080752	BAY TOWEL INC	R	1/19/2016		39.28CR	077385	
	I-2096790	BAY TOWEL INC	R	1/19/2016		126.33CR	077385	
	I-2098228	BAY TOWEL INC	R	1/19/2016		45.16CR	077385	
	I-2098229	BAY TOWEL INC	R	1/19/2016		74.28CR	077385	
	I-2101699	BAY TOWEL INC	R	1/19/2016		45.16CR	077385	
	I-2101700	BAY TOWEL INC	R	1/19/2016		74.28CR	077385	
	I-2103749	BAY TOWEL INC	R	1/19/2016		126.33CR	077385	
	I-2103770	BAY TOWEL INC	R	1/19/2016		62.02CR	077385	
	I-2105179	BAY TOWEL INC	R	1/19/2016		45.16CR	077385	
	I-2105180	BAY TOWEL INC	R	1/19/2016		74.28CR	077385	712.28

Attachment: 1-19-16 VOUCHERS (4299 : Voucher Approval.)

PACKET: 05031 JAN 2016 COUNCIL 2 1-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

15.a

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0028	BAY VERTE MACHINERY INC							
	I-266683-00	BAY VERTE MACHINERY INC	R	1/19/2016		74.99CR	077386	74.99
0025	BAYCOM INC							
	I-BENCHINV_000110	BAYCOM INC	R	1/19/2016		4,850.00CR	077387	
	I-SRVCE0000000729	BAYCOM INC	R	1/19/2016		72.50CR	077387	4,922.50
5790	BIANEW							
	I-201601135526	BIANEW	R	1/19/2016		30.00CR	077388	
	I-201601135527	BIANEW	R	1/19/2016		40.00CR	077388	70.00
0039	BROOKS TRACTOR INC							
	I-372889	BROOKS TRACTOR INC	R	1/19/2016		3,272.06CR	077389	3,272.06
0972	BROWN COUNTY GLASS LLC							
	I-13158	BROWN COUNTY GLASS LLC	R	1/19/2016		399.00CR	077390	399.00
2944	BROWN COUNTY JAIL							
	I-201601125509	BROWN COUNTY JAIL	R	1/19/2016		160.00CR	077391	160.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-29941	BROWN COUNTY PORT SOLID WASTE	R	1/19/2016		24,580.40CR	077392	24,580.40
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201601135528	BROWN COUNTY REGISTER OF DEEDS	R	1/19/2016		153.00CR	077393	153.00
2984	BROWN COUNTY TREASURER							
	I-201601135529	BROWN COUNTY TREASURER	R	1/19/2016		52.50CR	077394	52.50
7021	CARSTAR WILSON AUTO COLLISION GREEN BAY							
	I-30326	CARSTAR WILSON AUTO COLLISION	R	1/19/2016		500.00CR	077395	500.00
6575	CEDAR CORP							
	I-87027	CEDAR CORP	R	1/19/2016		42,410.00CR	077396	42,410.00
6910	CHOICE1 HEALTH CARE SERVICES LLC							
	I-4362	CHOICE1 HEALTH CARE SERVICES L	R	1/19/2016		249.50CR	077397	249.50
2708	CLEANING SOLUTION SERVICES INC							
	I-11110	CLEANING SOLUTION SERVICES INC	R	1/19/2016		1,732.00CR	077398	
	I-11212	CLEANING SOLUTION SERVICES INC	R	1/19/2016		1,265.00CR	077398	2,997.00

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0217	COUNTRY VISIONS COOPERATIVE							
	I-201601125510	COUNTRY VISIONS COOPERATIVE	R	1/19/2016		12.57CR	077399	12.57
0063	DAANEN & JANSSEN INC							
	I-152022	DAANEN & JANSSEN INC	R	1/19/2016		57.72CR	077400	57.72
0554	DAVIS & KUELTHAU SC TRUST ACCOUNT							
	I-400246	DAVIS & KUELTHAU SC TRUST ACCO	R	1/19/2016		185.50CR	077401	185.50
5668	DE PERE HEALTH DEPT							
	I-201601125511	DE PERE HEALTH DEPT	R	1/19/2016		175.00CR	077402	175.00
6946	DEAN ENTERPRISES LLC							
	I-D-34632	DEAN ENTERPRISES LLC	R	1/19/2016		103.50CR	077403	103.50
0075	DIGGERS HOTLINE INC							
	I-151 2 36401	DIGGERS HOTLINE INC	R	1/19/2016		174.39CR	077404	174.39
2543	DLT SOLUTIONS LLC							
	I-4482548	DLT SOLUTIONS LLC	R	1/19/2016		787.50CR	077405	787.50
7249	DLZ							
	I-134888	DLZ	R	1/19/2016		4,304.87CR	077406	4,304.87
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-1215-8810	EMPLOYEE RESOURCE CENTER INC	R	1/19/2016		347.50CR	077407	347.50
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201601125512	EMS MEDICAL BILLING ASSOC LLC	R	1/19/2016		4,543.86CR	077408	4,543.86
0091	FASTENAL COMPANY							
	I-WIGRE321656	FASTENAL COMPANY	R	1/19/2016		35.27CR	077409	
	I-WIGRE322204	FASTENAL COMPANY	R	1/19/2016		5.07CR	077409	40.34
3187	FDSOA							
	I-1353	FDSOA	R	1/19/2016		4,995.00CR	077410	
	I-1354	FDSOA	R	1/19/2016		1,200.00CR	077410	6,195.00
3547	FORD CREDIT DEPT 67-434							
	I-1214968	FORD CREDIT DEPT 67-434	R	1/19/2016		103,694.88CR	077411	103,694.88
0105	FOX SPECIALITY COMPANY							
	I-318771	FOX SPECIALITY COMPANY	R	1/19/2016		38.81CR	077412	38.81

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7079	G & O THERMAL SUPPLY COMPANY							
	I-987862	G & O THERMAL SUPPLY COMPANY	R	1/19/2016		16.20CR	077413	
	I-988695	G & O THERMAL SUPPLY COMPANY	R	1/19/2016		163.63CR	077413	179.83
0562	GALL'S INC							
	I-4387234	GALL'S INC	R	1/19/2016		148.44CR	077414	
	I-4586765	GALL'S INC	R	1/19/2016		52.50CR	077414	200.94
1891	GANNETT WI MEDIA							
	I-9503069	GANNETT WI MEDIA	R	1/19/2016		323.44CR	077415	323.44
2544	GLOBAL RECOGNITION INC							
	I-153584	GLOBAL RECOGNITION INC	R	1/19/2016		878.10CR	077416	
	I-153703	GLOBAL RECOGNITION INC	R	1/19/2016		10.00CR	077416	888.10
0116	GRAINGER INC							
	C-9916792378	GRAINGER INC	R	1/19/2016		266.96	077417	
	I-9916792378	GRAINGER INC	R	1/19/2016		357.45CR	077417	
	I-9924825301	GRAINGER INC	R	1/19/2016		24.50CR	077417	
	I-9924825319	GRAINGER INC	R	1/19/2016		282.80CR	077417	397.79
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-982744232	GRAYBAR ELECTRIC COMPANY INC	R	1/19/2016		144.70CR	077418	144.70
0122	GREEN BAY REBUILDERS LLC							
	I-37974	GREEN BAY REBUILDERS LLC	R	1/19/2016		200.00CR	077419	
	I-37984	GREEN BAY REBUILDERS LLC	R	1/19/2016		150.00CR	077419	350.00
7245	GREEN BAY WATER UTILITY							
	I-5622	GREEN BAY WATER UTILITY	R	1/19/2016		693.38CR	077420	693.38
3521	HD SUPPLY WATERWORKS LTD							
	I-E904782	HD SUPPLY WATERWORKS LTD	R	1/19/2016		231.59CR	077421	
	I-E929515	HD SUPPLY WATERWORKS LTD	R	1/19/2016		400.00CR	077421	
	I-E946730	HD SUPPLY WATERWORKS LTD	R	1/19/2016		1,484.32CR	077421	2,115.91
5484	HYDROCORP INC							
	I-37590-IN	HYDROCORP INC	R	1/19/2016		3,600.00CR	077422	
	I-37702-IN	HYDROCORP INC	R	1/19/2016		2,876.00CR	077422	
	I-37816-IN	HYDROCORP INC	R	1/19/2016		3,325.00CR	077422	9,801.00
5425	IAAI INC							
	I-83067	IAAI INC	R	1/19/2016		100.00CR	077423	100.00

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			TYPE	DATE			NO#	AMOUNT
1399	INDOFF INC							
	C-2735771	INDOFF INC	R	1/19/2016		25.07	077424	
	I-2728947	INDOFF INC	R	1/19/2016		25.89CR	077424	
	I-2728982	INDOFF INC	R	1/19/2016		18.89CR	077424	
	I-2733826	INDOFF INC	R	1/19/2016		107.34CR	077424	
	I-2734007	INDOFF INC	R	1/19/2016		36.84CR	077424	
	I-2735230	INDOFF INC	R	1/19/2016		99.82CR	077424	
	I-2736520	INDOFF INC	R	1/19/2016		264.80CR	077424	
	I-2736539	INDOFF INC	R	1/19/2016		144.30CR	077424	
	I-2736561	INDOFF INC	R	1/19/2016		265.95CR	077424	
	I-2738049	INDOFF INC	R	1/19/2016		166.78CR	077424	
	I-2739261	INDOFF INC	R	1/19/2016		44.97CR	077424	1,150.51
2602	JOSSART BROTHERS INC							
	I-9-104	JOSSART BROTHERS INC	R	1/19/2016		995.90CR	077425	
	I-9-105	JOSSART BROTHERS INC	R	1/19/2016		1,090.20CR	077425	
	I-9-106	JOSSART BROTHERS INC	R	1/19/2016		1,599.08CR	077425	
	I-9-107	JOSSART BROTHERS INC	R	1/19/2016		2,028.89CR	077425	5,714.07
1276	JX ENTERPRISES INC							
	I-D-253550036	JX ENTERPRISES INC	R	1/19/2016		487.65CR	077426	
	I-D-253570055	JX ENTERPRISES INC	R	1/19/2016		132.04CR	077426	
	I-D-253570107	JX ENTERPRISES INC	R	1/19/2016		657.73CR	077426	
	I-D-260070024	JX ENTERPRISES INC	R	1/19/2016		57.54CR	077426	1,334.96
0149	KIMCO ENGRAVING INC							
	I-27997	KIMCO ENGRAVING INC	R	1/19/2016		68.42CR	077427	68.42
3140	KUNDINGER FLUID POWER INC							
	I-50362475	KUNDINGER FLUID POWER INC	R	1/19/2016		194.10CR	077428	194.10
0153	LAFORCE INC							
	I-911819RP	LAFORCE INC	R	1/19/2016		1,078.00CR	077429	1,078.00
5303	LAKE AREA PUBLIC WKS ASSOC							
	I-201601135530	LAKE AREA PUBLIC WKS ASSOC	R	1/19/2016		75.00CR	077430	75.00
0154	LAMERS BUS LINES INC							
	I-201601125513	LAMERS BUS LINES INC	R	1/19/2016		861.90CR	077431	861.90
0156	LAWSON PRODUCTS INC							
	I-9303734640	LAWSON PRODUCTS INC	R	1/19/2016		386.04CR	077432	386.04

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			TYPE	DATE			NO#	AMOUNT
0157	LEAGUE OF WI MUNICIPALITIES							
	I-201601135531	LEAGUE OF WI MUNICIPALITIES	R	1/19/2016		6,447.09CR	077433	6,447.09
0159	LEXIS NEXIS INC							
	I-1512250489	LEXIS NEXIS INC	R	1/19/2016		214.00CR	077434	214.00
1187	LINCOLN CONTRACTORS SUPPLY INC							
	I-K28298	LINCOLN CONTRACTORS SUPPLY INC	R	1/19/2016		1,950.00CR	077435	1,950.00
6198	MAILFINANCE							
	I-N5710490	MAILFINANCE	R	1/19/2016		314.73CR	077436	314.73
0173	MENARDS INC							
	C-75322	MENARDS INC	R	1/19/2016		32.60	077437	
	C-75471	MENARDS INC	R	1/19/2016		36.00	077437	
	I-75064	MENARDS INC	R	1/19/2016		87.63CR	077437	
	I-75073	MENARDS INC	R	1/19/2016		45.09CR	077437	
	I-75136	MENARDS INC	R	1/19/2016		146.83CR	077437	
	I-75323	MENARDS INC	R	1/19/2016		4.29CR	077437	
	I-75452	MENARDS INC	R	1/19/2016		36.00CR	077437	
	I-75473	MENARDS INC	R	1/19/2016		34.85CR	077437	
	I-75505	MENARDS INC	R	1/19/2016		92.86CR	077437	
	I-76172	MENARDS INC	R	1/19/2016		172.76CR	077437	
	I-76302	MENARDS INC	R	1/19/2016		31.48CR	077437	
	I-76550	MENARDS INC	R	1/19/2016		28.84CR	077437	
	I-76561	MENARDS INC	R	1/19/2016		5.97CR	077437	
	I-76629	MENARDS INC	R	1/19/2016		885.90CR	077437	
	I-76757	MENARDS INC	R	1/19/2016		389.97CR	077437	
	I-76783	MENARDS INC	R	1/19/2016		19.98CR	077437	
	I-77109	MENARDS INC	R	1/19/2016		19.90CR	077437	
	I-77177	MENARDS INC	R	1/19/2016		2.99CR	077437	1,936.74
VOID	VOID CHECK		V	1/19/2016			077438	**VOID**
0776	MOTOROLA							
	I-13090898	MOTOROLA	R	1/19/2016		93.75CR	077439	93.75
4679	NEWSC							
	I-1138	NEWSC	R	1/19/2016		2,000.00CR	077440	2,000.00
0531	NORTHEAST AUTO PARTS INC							
	I-307457	NORTHEAST AUTO PARTS INC	R	1/19/2016		6.49CR	077441	
	I-307482	NORTHEAST AUTO PARTS INC	R	1/19/2016		19.49CR	077441	
	I-307589	NORTHEAST AUTO PARTS INC	R	1/19/2016		20.88CR	077441	
	I-307641	NORTHEAST AUTO PARTS INC	R	1/19/2016		47.28CR	077441	
	I-307649	NORTHEAST AUTO PARTS INC	R	1/19/2016		61.49CR	077441	
	I-307761	NORTHEAST AUTO PARTS INC	R	1/19/2016		81.49CR	077441	
	I-307796	NORTHEAST AUTO PARTS INC	R	1/19/2016		46.21CR	077441	
	I-307808	NORTHEAST AUTO PARTS INC	R	1/19/2016		29.68CR	077441	313.01

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5433	NORTHEAST WI TECH COLLEGE							
	I-CS28624	NORTHEAST WI TECH COLLEGE	R	1/19/2016		280.00CR	077442	280.00
0194	OLSON TRAILER & BODY LLC							
	I-70967	OLSON TRAILER & BODY LLC	R	1/19/2016		9,000.00CR	077443	9,000.00
0255	ONE LAW GROUP SC							
	I-406-01M (240)	ONE LAW GROUP SC	R	1/19/2016		1,639.28CR	077444	1,639.28
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY2118618	OVERHEAD DOOR CO OF GREEN BAY	R	1/19/2016		269.70CR	077445	269.70
5222	P J KORTENS & CO INC							
	I-10018126	P J KORTENS & CO INC	R	1/19/2016		1,410.63CR	077446	1,410.63
0197	PACKER CITY INTERNATIONAL INC							
	I-X101036499:01	PACKER CITY INTERNATIONAL INC	R	1/19/2016		17.48CR	077447	17.48
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-61904	PM SUPPLY - WRIGHT INDUSTRIAL	R	1/19/2016		291.70CR	077448	291.70
0208	POMP'S TIRE SERVICE INC							
	I-1010035194	POMP'S TIRE SERVICE INC	R	1/19/2016		26.00CR	077449	
	I-90028788	POMP'S TIRE SERVICE INC	R	1/19/2016		15.00CR	077449	
	I-90028860	POMP'S TIRE SERVICE INC	R	1/19/2016		618.88CR	077449	
	I-90028891	POMP'S TIRE SERVICE INC	R	1/19/2016		60.00CR	077449	
	I-90028915	POMP'S TIRE SERVICE INC	R	1/19/2016		586.48CR	077449	
	I-90028922	POMP'S TIRE SERVICE INC	R	1/19/2016		702.33CR	077449	
	I-90029035	POMP'S TIRE SERVICE INC	R	1/19/2016		29.95CR	077449	2,038.64
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-410104	PROFESSIONAL SERVICE INDUSTRIE	R	1/19/2016		1,683.00CR	077450	
	I-411765	PROFESSIONAL SERVICE INDUSTRIE	R	1/19/2016		1,359.00CR	077450	
	I-412271	PROFESSIONAL SERVICE INDUSTRIE	R	1/19/2016		279.50CR	077450	3,321.50
0218	PROMOTIONAL DESIGNS INC							
	I-275498	PROMOTIONAL DESIGNS INC	R	1/19/2016		486.00CR	077451	486.00
0220	QUILL CORP							
	I-1697920	QUILL CORP	R	1/19/2016		97.75CR	077452	
	I-1935522	QUILL CORP	R	1/19/2016		32.69CR	077452	130.44

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6948	RAY'S TIRE							
	I-3-35710	RAY'S TIRE	R	1/19/2016		1,408.09CR	077453	1,408.09
5393	RICOH USA INC.							
	I-5039823484	RICOH USA INC.	R	1/19/2016		232.34CR	077454	232.34
7322	SAFETY COMPLIANCE ASSOCIATES							
	I-4232	SAFETY COMPLIANCE ASSOCIATES	R	1/19/2016		1,025.00CR	077455	1,025.00
4168	SCHAEFER SYSTEMS INTERNATIONAL INC							
	I-PCINV015197	SCHAEFER SYSTEMS INTERNATIONAL	R	1/19/2016		73.38CR	077456	73.38
1516	SCHENCK BUSINESS SOLUTIONS, SC							
	I-SC10087171	SCHENCK BUSINESS SOLUTIONS, SC	R	1/19/2016		7,830.00CR	077457	7,830.00
0242	SCOTT CONSTRUCTION INC							
	I-11677MB	SCOTT CONSTRUCTION INC	R	1/19/2016		974.82CR	077458	
	I-11689MB	SCOTT CONSTRUCTION INC	R	1/19/2016		437.57CR	077458	
	I-11690MB	SCOTT CONSTRUCTION INC	R	1/19/2016		771.41CR	077458	2,183.80
2953	SHERWIN INDUSTRIES INC							
	I-SS063427	SHERWIN INDUSTRIES INC	R	1/19/2016		92.20CR	077459	92.20
0406	SIMPLEXGRINNELL INC							
	I-78313876	SIMPLEXGRINNELL INC	R	1/19/2016		1,723.70CR	077460	1,723.70
2683	SOMMERS CONSTRUCTION CO INC							
	I-15-06 (4)	SOMMERS CONSTRUCTION CO INC	R	1/19/2016		230,892.17CR	077461	230,892.17
0258	SUPERIOR CHEMICAL CORP							
	I-112893	SUPERIOR CHEMICAL CORP	R	1/19/2016		208.33CR	077462	
	I-112983	SUPERIOR CHEMICAL CORP	R	1/19/2016		172.81CR	077462	381.14
7323	TASER TRAINING ACADEMY							
	I-TASE36328	TASER TRAINING ACADEMY	R	1/19/2016		200.00CR	077463	200.00
2992	TITAN PULIC SAFETY SOLUTIONS LLC							
	I-3784	TITAN PULIC SAFETY SOLUTIONS L	R	1/19/2016		4,429.00CR	077464	4,429.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-I513281	TRAFFIC & PARKING CONTROL INC	R	1/19/2016		496.52CR	077465	
	I-I513567	TRAFFIC & PARKING CONTROL INC	R	1/19/2016		2,353.80CR	077465	2,850.32

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			TYPE	DATE			NO#	AMOUNT
7309	TRILLIUM CNG							
	I-10000522	TRILLIUM CNG	R	1/19/2016		4,397.21CR	077466	4,397.21
0417	TWEET GAROT MECHANICAL INC							
	I-27665	TWEET GAROT MECHANICAL INC	R	1/19/2016		132.67CR	077467	
	I-28530	TWEET GAROT MECHANICAL INC	R	1/19/2016		231.00CR	077467	363.67
0272	UNIFORM SHOPPE INC							
	I-250332	UNIFORM SHOPPE INC	R	1/19/2016		42.95CR	077468	
	I-250592	UNIFORM SHOPPE INC	R	1/19/2016		128.85CR	077468	
	I-250694	UNIFORM SHOPPE INC	R	1/19/2016		53.95CR	077468	
	I-250695	UNIFORM SHOPPE INC	R	1/19/2016		53.95CR	077468	
	I-250696	UNIFORM SHOPPE INC	R	1/19/2016		61.90CR	077468	
	I-250797	UNIFORM SHOPPE INC	R	1/19/2016		308.78CR	077468	
	I-250813	UNIFORM SHOPPE INC	R	1/19/2016		69.50CR	077468	
	I-250848	UNIFORM SHOPPE INC	R	1/19/2016		81.95CR	077468	
	I-250865	UNIFORM SHOPPE INC	R	1/19/2016		55.90CR	077468	
	I-250876	UNIFORM SHOPPE INC	R	1/19/2016		119.90CR	077468	
	I-250885	UNIFORM SHOPPE INC	R	1/19/2016		95.60CR	077468	1,073.23
7015	US BANK EQUIPMENT FINANCE							
	I-295321210	US BANK EQUIPMENT FINANCE	R	1/19/2016		207.50CR	077469	207.50
1451	VALLEY CABINET INC							
	I-23670-000	VALLEY CABINET INC	R	1/19/2016		11,122.05CR	077470	11,122.05
4770	VERIZON WIRELESS							
	I-9757079740	VERIZON WIRELESS	R	1/19/2016		546.13CR	077471	546.13
3707	VIKING ELECTRIC SUPPLY							
	I-1026019	VIKING ELECTRIC SUPPLY	R	1/19/2016		290.85CR	077472	
	I-9969443	VIKING ELECTRIC SUPPLY	R	1/19/2016		221.61CR	077472	512.46
7324	WAUKESHA COUNTY TECH COLLEGE							
	I-201601125514	WAUKESHA COUNTY TECH COLLEGE	R	1/19/2016		300.00CR	077473	300.00
0238	WAUSAU EQUIPMENT CO INC							
	I-5194326	WAUSAU EQUIPMENT CO INC	R	1/19/2016		835.88CR	077474	835.88
0282	WESCO DISTRIBUTION INC							
	I-76809	WESCO DISTRIBUTION INC	R	1/19/2016		1,724.40CR	077475	1,724.40

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1952	WI DEPT OF REVENUE							
	I-201601135532	WI DEPT OF REVENUE	R	1/19/2016		10,263.99CR	077476	10,263.99
0294	WI DEPT OF TRANSPORTATION	BBS						
	I-L40697	WI DEPT OF TRANSPORTATION	BBS	R	1/19/2016	20,190.34CR	077477	
	I-L40699	WI DEPT OF TRANSPORTATION	BBS	R	1/19/2016	13,210.07CR	077477	
	I-L40787	WI DEPT OF TRANSPORTATION	BBS	R	1/19/2016	1,276.45CR	077477	
	I-L40788	WI DEPT OF TRANSPORTATION	BBS	R	1/19/2016	1,898.61CR	077477	
	I-L40789	WI DEPT OF TRANSPORTATION	BBS	R	1/19/2016	1,976.32CR	077477	38,551.79
3876	WI MUNICIPAL COURT CLERKS ASSOC							
	I-201601135533	WI MUNICIPAL COURT CLERKS ASSO	R	1/19/2016		40.00CR	077478	40.00
1181	WI PARK AND RECREATION ASSOC							
	I-103-16	WI PARK AND RECREATION ASSOC	R	1/19/2016		125.00CR	077479	
	I-233-16	WI PARK AND RECREATION ASSOC	R	1/19/2016		125.00CR	077479	
	I-234-16	WI PARK AND RECREATION ASSOC	R	1/19/2016		125.00CR	077479	375.00
0515	WI PUBLIC HEALTH ASSOC							
	I-300000883	WI PUBLIC HEALTH ASSOC	R	1/19/2016		200.00CR	077480	200.00
4012	WINTER WOOD PRODUCTS							
	I-539823	WINTER WOOD PRODUCTS	R	1/19/2016		1,091.00CR	077481	1,091.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	106	0.00	594,213.25	594,213.25
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:	107	0.00	594,213.25	594,213.25

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 1-19-16 VOUCHERS (4299 : Voucher Approval.)

PACKET: 05031 JAN 2016 COUNCIL 2 1-19-16

15.a

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	1/2016	230,575.23CR
201	1/2016	7,410.89CR
208	1/2016	34.87CR
405	1/2016	315,761.92CR
415	1/2016	9,000.00CR
601	1/2016	24,465.06CR
650	1/2016	6,965.28CR
=====		
ALL		594,213.25CR

Attachment: 1-19-16 VOUCHERS (4299 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 19, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 01-19-16 Operator License List.pdf (PDF)

CITY OF DE PERE - January 19, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	CORNELL, SAMANTHA A.	1331 BELLEVUE ST.	GREEN BAY	WI	54302
2	SCHUMACHER, JEREMY R.	301 N. 6TH ST.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	BASS, JAIDIN D.R.	101 WEST BRIAR LN.	GREEN BAY	WI	54301
2	BIELSKI, MARIA L.	421 S. ONTARIO ST.	DE PERE	WI	54115
3	FOX, YOLANDA M.	1337 S. NORWOOD	GREEN BAY	WI	54304
4	JOHNSTON, KASEY J.	1140 MORaine WAY	GREEN BAY	WI	54303
5	PAUDEL, JETTA	5109 N. APPLEBEND DR.	APPLETON	WI	54913
6	PAUDEL, PRAKASH	5109 N. APPLEBEND DR.	APPLETON	WI	54913
7	PEROCK, KORTNEY M.	840 PARK ST., APT. 24	DE PERE	WI	54115
8	PURDOM, THOMAS C.	2133 DICKINSON RD., APT. 1	DE PERE	WI	54115
9	RATH, ASHLEY M.	3103 TORDEUR LN.	GREEN BAY	WI	54311
10	ROETHLISBERGER, ERIN J.	2072 HILLTOP DR.	GREEN BAY	WI	54313
11	VEGA TAFOLLA, ERIKA	1345 FRANCO CT.	DE PERE	WI	54115
12	WETTSTEIN, BETH A.	N2961 SHORE DR.	MARINETTE	WI	54143

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 19, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-10, Ratifying Contract with the De Pere Professional Firefighters Association, IAFF Local 141.

ATTACHMENTS:

- Mayor & CC-Fire TA 1-19-16 (DOCX)
- Reso16-10 (DOCX)
- Fire TA 1-9-16 (PDF)

CITY OF DE PERE**MEMO**

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Ratifying Contract with De Pere Professional Firefighters Association
Date: January 14, 2016

This item is noticed for a possible closed session in order to allow the Council to convene in closed session if any council member wishes to discuss additional or further negotiations of this contract. If there is no desire to discuss further negotiations, going into closed session is not necessary.

Both the negotiating team and the Finance/Personnel Committee recommend approval of this tentative agreement.

JSL:jld

H:\jdupont\Memos\2016\Mayor & CC-Fire TA 1-19-16.docx

Attachment: Mayor & CC-Fire TA 1-19-16 (4302 : Resolution #16-10, Ratifying Contract with Fire)

RESOLUTION #16-10

RATIFYING CONTRACT WITH THE DE PERE PROFESSIONAL
FIREFIGHTERS ASSOCIATION, IAFF LOCAL 141

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

That the Common Council of the City of De Pere hereby ratifies the amendments to the 2014-2015 labor agreement by and between the City and the De Pere Professional Firefighters Association IAFF Local 141, which amendments shall be incorporated in and made a part of the labor agreement to be in effect between the parties for the years 2016 and 2017; the Mayor and Clerk-Treasurer are authorized and directed to execute such amended labor agreement and to implement the amendments contained in said agreement as soon as practicable and consistent with established procedures.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of
January, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

MEMO

To: Tom Nelson, Executive Officer, De Pere Professional Firefighters Association IAFF Local #141
 From: Judith Schmidt-Lehman, City Attorney
 Shannon Metzler, Human Resources Director
 Dennis Rubin, Fire Chief
 RE: Tentative Agreement
 Date: January 9, 2016

Below is the City understanding of the tentative agreement between the parties for collective bargaining agreement covering the period January 1, 2016 – December 31, 2017:

LANGUAGE CHANGES

Article 7 (Employment and Promotions), modify as follows:

All applicants seeking employment with the Department will be given an ~~agility~~ ability test to determine their qualifications in addition to other testing procedures established by the Police and Fire Commission. ~~All new hires after January 1, 2016 shall be required to maintain their paramedic license as a condition of employment provided holding a valid paramedic license is required to apply for the position.~~

The procedure to be followed in the promotion of personnel in the Department will be as established by the Police and Fire Commission and in effect on the date of this agreement.

Article 8 (Hours of Work), modify as follows:

An employee shall be entitled to change hours of work when he/she is able to secure another employee to work in his/her place, provided:

1. ~~1. Such substitution is made only between officers and between non-officers, as follows:~~
 - a. ~~Officers may trade with other officers and the top three (3) of the promotional eligibility list. In the event that an eligibility list is not valid, then the officers may trade with the three (3) most senior non-officers of the Department. These trades will not be subject to Shift Supervisor Pay under Article 12. The parties agree that exempting this paragraph from Shift Supervisor Pay will not create a precedent in future bargaining.~~
 - b. ~~All other trades will be between non-officers.~~
2. Such substitution is made only between employees with identical emergency medical certification when the number of paramedics on duty is two less than the number of paramedics assigned to that shift.

3. Such substitution does not impose any additional cost on the City. **The person who accepts the trade by agreeing to work shall be held responsible for any costs incurred.**
4. The officer in charge of the shift is notified and approves of the substitution. **When submitted for approval, the trade shall be reciprocal, meaning both sides of the trade are included and identified and both sides of the trade will occur within a rolling calendar year.**
5. Neither the Department nor the City is held responsible for enforcing any agreement made between employees. It is understood that an employee's first responsibility is to his/her position with the City.
6. Substitutions outside the parameters of this paragraph may be authorized by the Chief or the Chief's designee.

Article 12-Salaries:

Across the board wage increase of:

2016 - +2%

2017 - +2%

Article 15: Clothing Allowance: modify as follows:

All new hires shall receive an initial clothing issue consisting of such minimum requirements as follows:

Three (3) pants
 Three (3) t-shirts
 Three (3) duty shirts
 Three (3) sweatshirts
 Black belt
 Black shoes

Employees will thereafter receive an annual clothing allowance. Such annual allowances shall commence on January 1 following employment for all employees hired before June 1. An employee hired on or after June 1 shall receive their first clothing allowance the second January 1 following hire. Annual clothing allowances are as follows:

201~~6~~⁴ - \$~~300.00~~^{275.00}

201~~7~~⁵ - \$~~325.00~~^{275.00}

Effective January 1, 2003, new hires who successfully complete their probationary period shall receive one complete dress uniform from the City a One Hundred Dollar (\$100.00) clothing allowance credit toward the purchase of any required dress uniform components. Such One Hundred Dollars (\$100.00) shall be used only for the purchase of any required dress uniform components on or before that employee's completion of three years of employment with the City.

In the event an employee does not expend the entire amount of the annual clothing allowance in the calendar year, the unexpended amount, up to a maximum of One Hundred Dollars (\$100.00), shall be carried forward for the use of the employee in the subsequent year.

If a new hire resigns or is dismissed within twelve (12) months of employment, that person shall reimburse the City the entire cost of the initial clothing issued. All employees who thereafter resign or are dismissed shall reimburse the City the clothing allowance granted yet unearned based on the number of months remaining in the year the termination becomes effective.

The City shall pay the reasonable costs for necessary replacement of eyeglasses damaged or lost while on duty and up to Fifty Dollars (\$50.00) per year for wristwatches damaged or lost while on duty.

Article 16 (Insurance): modify as follows:

The City shall pay eighty-five percent (85%) of the monthly premium cost for the health insurance plan. The funds, if any, in the current HRA account, shall remain available to the employee, and shall vest to that employee under the terms described in the expired 2011-13 Agreement. Any funds in an employee's HRA account as of December 31, 2015 shall vest in that employee under the terms described in the expired 2011-2013 Agreement.

To the extent provided by the law, the City agrees it will provide health insurance benefits and HRA contributions to Union which match those provided to the general municipal employees of the City.

Dental

The City shall provide dental insurance coverage equivalent to that provided on December 31, 1978, or as otherwise mandated by the laws of the State of Wisconsin. The City will pay eighty-five percent (85%) of the monthly premium cost for the dental insurance plan. one hundred percent (100%), up to a maximum of Thirty Dollars (\$30.00), of the monthly premium cost for the individual coverage plan, and a maximum of Thirty Dollars (\$30.00) of the monthly premium cost for the family coverage plan.

Add Identity Theft coverage for employees with no quid from Union provided that union's coverage under this program shall be as provided to general employees of the City, meaning that changes, additions or deletions of the coverage are within the discretion of the City Council.

Article 22 (Sick Leave), modify 4th paragraph as follows:

In order to be granted sick leave with pay, the employee must adhere to the following:

- a. Report promptly to the Chief or the Chief's designee the reason for his/her absence if ~~he is~~ unable to report for duty.
- b. Permit the City to make such medical examinations or nursing visits as it deems desirable.
- c. Unless otherwise already covered by qualified FMLA leave, Submit a medical certificate for any absence of more than ~~forty-eight (48)~~ twenty-four (24) successive duty hours if required by the City. **City shall reimburse employee for the medical bill incurred in obtaining the medical certificate.**
- d. Payment of authorized sick leave will be made upon filing of a sick leave voucher approved by the Chief.

Article 22 (Sick Leave), page 21: modify as follows:

Upon discontinuation of employment of an employee who has met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualifies for a disability pension as defined at Chapter 41, Wis. Stats., the City shall credit to the account of such employee an amount equal to the employee's then existing daily rate of pay times 66.67% of the accrued and unused sick leave (maximum accumulation of 90 days) credited to that employee as of the date the employee terminates his/her employment with the City not to exceed sixty (60) days. The amount so determined will be used by the employer to pay the monthly premiums for group hospitalization and medical insurance provided by the employer until such amount is exhausted or until the employee reaches Medicare eligibility ~~his/her 65th birthday~~, subject to the approval and requirements of the insurance carrier and/or the policy provided by the employer. For employees retiring on and after July 18, 2001, the monthly premium for group hospitalization and medical insurance may be paid as follows: eighty-five percent (85%) from such retiree account and fifteen percent (15%) by the individual retiree.

Article 34 (Comments on Rules or Guidelines): modify as follows:

The Association shall be permitted to review and comment on any changes to standard operating guidelines and work rules as provided in this article. In most cases, the Chief shall post the rule or guideline on the department bulletin board. The rule or guideline shall have an effective date not less than ~~fifteen~~thirty (30) days

from the date of posting. During such period before the rule/guideline is effective, the Association, through a designated officer, may make official comments regarding the rule to the Chief in oral or written form. The Chief shall consider the comments and may (at his/her discretion) change the proposed rule in a manner consistent with such comments without regard to the fifteenthirty (3015) day posting requirement stated above.

In the event the Chief determines in his/her reasonable discretion that it is necessary to implement a rule or guideline with less than fifteenthirty (3015) days' notice, he/she may do so by posting a rule or guideline with an effective date less than fifteenthirty (3015) days from date of posting. The Association shall have the right during the fifteenthirty (3015) days following the posting to formally comment on the rule or guideline regardless of its effective date. The Chief shall consider any such comments and may, at his/her discretion, implement any changes suggested in the comments without regard to the fifteenthirty (3015) day posting requirement provided above.

Nothing in this article shall affect the right of the Chief to determine the substance of the rules and guidelines, nor shall anything in this article be read as limiting the powers conferred to the City under Article 3 of this agreement.

Article 36 (Duration), modify dates to:

This agreement shall become effective as of January 1, 201~~4~~⁶, and remain in force and effect to and including December 31, 201~~7~~⁶ -and shall renew itself for additional one (1) year periods until and unless a subsequent contract is entered into.

Article 38: Education Expenses.

Effective January 1, 2016, the City shall establish an education reimbursement fund in the amount of One Thousand Five Hundred (\$1,500.00) Dollars annually. The fund shall not prepay any expenses but shall be used to reimburse an employee for costs, which are personally incurred. An employee shall request education cost reimbursement in writing prior to enrollment. The request shall include a description of the anticipated course, summary of anticipated expenses, and probable time schedule. The Chief shall review the application and determine reimbursement eligibility. In order to qualify for reimbursement under this Article, the course must be required for the attaining of a degree in police career enhancement and previously approved of by the Fire Chief (Chief).

Approval shall be conditioned upon satisfactory completion of the education program and shall be given by means of written notification.

Satisfactory completion of the education or training program shall be determined as follows:

- (a) A passing grade if on a pass/fail system.
- (b) A grade of A, B, or C on a graded system; a grade of D or Fail shall be considered unsatisfactory, and the employee shall not be eligible for reimbursement.

If an employee is able to choose between pass/fail, audit, or grade system, the grade system must be chosen to qualify for reimbursement. An employee shall submit appropriate proof of completion and an official grade, if applicable, to the Chief as a condition of reimbursement.

Employee expenses eligible for reimbursement under the terms of this Article shall consist of tuition, fees and necessary books, and other educational material; the maximum tuition reimbursement shall be Fifty (\$50.00) Dollars per credit.

Applications shall be considered in their order of submission to the Chief. If the funds available for employee development are expended prior to any further appropriation, the reimbursement program shall be suspended without recourse.

NOTE: City agrees that the amount to be placed in the education reimbursement account as of January 1, 2016 shall be \$1500, which amount is the same as in the Police Union Agreement. Should the city negotiate a higher amount with the Police Union for 2016 or 2017, the City agrees to the higher amount for the Fire Agreement as well.

Eliminate various outdated language references.

- Replace "...a paramedic slot becomes available..." in the last sentence of Article 12 with "...the vacancy occurs..."

Article 12-Salaries:

Initial Paramedic Training

Firefighters who successfully complete initial paramedic training while employed by City shall be reimbursed by City for actual tuition and book expenses incurred, up to \$1,500, upon successful completion of training. Said reimbursement shall be conditioned upon the employee giving written authorization to City to deduct the entire reimbursement amount from that employee's paycheck(s) should said employee leave the employ of the City of De Pere Fire Department within three (3) years of the date of completion of such initial paramedic training.

~~The City will offer vacant paramedic slots in the department to the senior incumbent employee, if any, with paramedic certification at the time the vacancy~~

~~opens. Should there be a firefighter or firefighters enrolled in initial paramedic training at the time a paramedic slot becomes available, the City will permit the senior such firefighter, upon successful completion of paramedic training, to bump a junior firefighter who was awarded that paramedic vacancy.~~

- Delete all language regarding supplemental vacation day in 2014-2015

Article 12-Salaries:

~~Supplemental Payment on First Regular Payroll in January 2014~~

- ~~A. All current non-probationary employees shall receive a \$200 lump sum payment on the first regular payroll after January 1, 2014.~~
- ~~B. Four past retirees shall each receive a lump sum payment of \$700 on the first regular payroll following January 1, 2014; this payment shall be documented on a Form 1099 for tax purposes.~~