



Common Council

Regular Meeting

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

Agenda

Tuesday, January 17, 2017

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 17, 2017** 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 3, 2017 Common Council Meeting.
4. Public Hearing to levy special assessments for construction of sanitary sewer, storm sewer, water main and storm water retention pond construction located on Richco Road from American Boulevard.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Board of Public Works.
 - C. Resolution #17-02, Final Resolution Authorizing Sanitary Sewer, Storm Sewer, Water Main and Storm Water Management Pond Construction and Levying Special Assessments Against Benefitted Property (Richco Road from American Boulevard)
5. Public comment upon matters not on the agenda or other announcements.
6. Presentation of the 2015 Stormwater Management Plan.
7. Recommendation from Finance and Personnel Committee for Police Department to Participate in Brown County Click it or Ticket and Speed Task Force 2017.
8. Recommendation from Finance/Personnel Committee to complete a property appraisal for Parcel ED-881 for New Leaf Market Cooperative.
9. Recommendation from the Finance & Personnel Committee to move the Training & Safety Officer into the interim Assistant Fire Chief position.
10. Recommendation from the Finance/Personnel Committee to approve emergency funding for replacement of unit heaters.
11. Ordinance #17-01 Amending Various Provisions of the De Pere Municipal Code
12. Ordinance #17-02, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
13. Resolution #17-03, Authorizing Commercial Lease Agreement with Green Bay Metropolitan Sewerage District.

14. Resolution #17-04, Authorizing First Installment Property Tax Collection Agreement Between Brown County Treasurer and City of De Pere (December 2017 - February 2018).
15. Voucher Approval.
16. Operator License Applications.
17. Future Agenda Items
18. 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
Kenneth Stock
John & Lisa Dougherty

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: January 17, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the January 3, 2017 Common Council Meeting.

ATTACHMENTS:

- 01-03-2017 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, January 3, 2017

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on January 3, 2017 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
James Boyd	Alderman	Present
Dan Carpenter	Alderman	Present
Scott Crevier	Alderman	Present
Michael Donovan	Alderman	Present
Ryan Jennings	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 20, 2016 Common Council Meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dean Raasch, Alderman
SECONDER: Dan Carpenter, Alderman
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

4. Public comment upon matters not on the agenda or other announcements. None.
5. Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College.

RESULT: ADOPTED [7 TO 0]
MOVER: Lisa Rafferty, Alderman
SECONDER: Dean Raasch, Alderman
AYES: Boyd, Carpenter, Donovan, Jennings, Lueck, Raasch, Rafferty
ABSTAIN: Scott Crevier

6. Recommendation from the Board of Park Commissioners to approve donation of \$21,476.38 from anonymous donor to be used for soccer related project.

Parks Director Marty Kosobucki explained that the Park Board decided to take the money and landscape 6 acres of property in Southwest Park. This area can be used for practice or games. Alderman Donovan expressed his gratitude for the generosity.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Larry Lueck, Alderman
SECONDER: James Boyd, Alderman
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

7. Recommendation from the Board of Parks Commissioners to approve \$260 Donation from De Pere Area Men's Club to Recreation Scholarship Fund.

Attachment: 01-03-2017 Common Council Minutes (5414 : Approval of the Minutes of the January 3, 2017 Common Council Meeting.)

Parks Director Marty Kosobucki explained that in 2016, the donations were able to help 38 families.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

8. Recommendation from the Board of Park Commissioners to approve \$1,000 donation from a De Pere Citizen to Community Center.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

9. Recommendation from the Board of Park Commissioners to consider repairing costs for Diving Boards at Legion and VFW Pools.

Alderperson Rafferty inquired about the need to maintain the existing pools if the City is planning to build an aquatic center. Parks Director Marty Kosobucki explained that he believes the Park Department will have to run the existing pools for at least two summers before the aquatic center might be built and that the Park Board decided to recommend replacement of the diving boards. Discussion followed. Alderperson Donovan explained that the diving boards can be transferred to the new aquatic facility when it's completed and Parks Director Marty Kosobucki explained that additional boards can be kept as inventory for replacement parts when the aquatic center is completed.

RESULT:	ADOPTED [6 TO 2]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Lueck, Raasch
NAYS:	Ryan Jennings, Lisa Rafferty

10. Resolution #17-01 Authorizing Memorandum of Understanding Among the City of De Pere, The Village of Allouez, The City of Green Bay and Brown County for Fox River State Trail Winter Maintenance

City Attorney Judy Schmidt-Lehman explained that this agreement expires in June of 2017. Alderperson Crevier explained that he agrees the trail should be plowed, but not at the City's expense. Mayor Walsh explained that there is a lot of interest in having the trail plowed, so for the amount he believes it is worth the expense. Alderpersons Donovan, Jennings, Raasch and Carpenter all expressed their support for this item. Alderperson Rafferty asked why the plowing will stop at Heritage Road and hopes that the coverage can be expanded in the future to cover the large subdivision beyond Heritage Road; Mayor Walsh explained that Heritage Road is what Brown County proposed to clear to and that next year the City will suggest to Brown County to extend plowing beyond Heritage Road.

Alderperson Donovan moved, seconded by Alderperson Rafferty to open the meeting. Upon vote, motion carried unanimously. Brett Coleman came forward and shared his concern that the subdivision beyond Heritage Road is being excluded from the portion of the trail being cleared. Alderperson Raasch moved, seconded by Alderperson Rafferty to close the meeting. Upon vote, motion carried unanimously.

RESULT: ADOPTED [6 TO 2]
MOVER: Larry Lueck, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Boyd, Carpenter, Donovan, Jennings, Lueck, Raasch
NAYS: Scott Crevier, Lisa Rafferty

11. Voucher Approval.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderperson
SECONDER: James Boyd, Alderperson
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

12. Operator License Applications.

CITY OF DE PERE - January 3, 2017

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	GERONDALE, AMBER L.	1739 BRIQUELET ST	GREEN BAY	WI	54304

New Operator License Applications for the 2016-2018 Licensing Period					
1	BENZ, MICHELLE L.	724 BOLLES ST	DE PERE	WI	54115
2	DEPAS, KAILYN E.	1134 ST. AGNES DR	GREEN BAY	WI	54304
3	EVANGELISTA, BRITTANY M.	601 WEST BRIAR APT 104	GREEN BAY	WI	54301
4	JERALE, JENNIFER I.	808 CHERRY ST	GREEN BAY	WI	54301
5	NITKA, TAMMY L.	1328 SAN JOSE PL	GREEN BAY	WI	54303
6	SACHIN, KA PATEL	200 N. PERKINS ST #110	APPLETON	WI	54914
7	WIRTH, HEATHER J.	740 OAK ST	DE PERE	WI	54115
8	ZIA, USMAN	1405 S. NORWOOD AV APT 6	GREEN BAY	WI	54304

Alderperson Raasch moved, seconded by Alderperson Boyd to deny Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Carpenter to approve Operator License Applications #1-6 and table Operator License Applications #7-8. Upon vote, motion carried unanimously.

13. Future Agenda Items

Alderperson Donovan requested an updated on the Southern Bridge.

Alderperson Crevier asked for an update on the former bridge approach property; City Attorney Judy Schmidt-Lehman will send a memo to Council with an update.

Alderperson Lueck asked for discussion on the stadium tax rebate.

14. Adjournment.

Alderperson Boyd moved, seconded by Alderperson Rafferty to adjourn the meeting at 8:02 p.m.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 17, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #17-02, Final Resolution Authorizing Sanitary Sewer, Storm Sewer, Water Main and Storm Water Management Pond Construction and Levying Special Assessments Against Benefitted Property (Richco Road from American Boulevard)

The Common Council at the March 17, 2016 meeting approved the Preliminary Resolution and scheduled a Public Hearing for the Final Resolution.

Richco Road is an existing 20 foot wide unimproved gravel street. Currently, Richco Road connects to Red Maple and extends 1500 feet to the south. Improvements are proposed to the street at this time due to expiration of expenditures from TID #6.

This project involves reconstructing the gravel street to a concrete roadway to meet City standards for industrial streets in the West Business Park. New sanitary sewer, storm sewer, water main, and storm water management facilities are being constructed in conjunction with the street reconstruction. Red Maple is anticipated to be part of the Southern Bridge roadway system. The City is minimizing connections to the Southern Bridge roadway. As part of this project, Richco Road is being relocated to connect to American Drive and disconnected from Red Maple Road. The new street along with sewer and water facilities will be extended from American Boulevard to 800 feet north.

Roadway construction will be funded by TID #6 due to the expiration of expenditures to TID #6 and the relocation of Richco Road from connecting at Red Maple Road (future Southern Bridge roadway) to a new connection at American Boulevard.

Assessment charges for the project include the following:

- Sanitary sewer, storm sewer, and water main which will be assessed at 100% to the benefiting properties.
- Storm water management will be assessed at 100% to benefiting properties that are not developed and 50% to benefiting properties that are considered developed.
- TID #6 will fund the remaining 50% of the storm water management charge against developed properties. The pond is being sized to treat developed parcels to an 80% total suspended solids (TSS) reduction rate even though the Municipal Code only requires treatment of 40% TSS reduction for developed properties. The additional treatment is required for the City to meet long term treatment requirements in the City's MS4 Storm

Water Permit.

Two property owners are impacted by the assessment.

ATTACHMENTS:

- Reso17-02 (DOCX)
- 1-17-17 Public Hearing for special assessments - Res. 16-30 (DOCX)
- Reso16-30 (DOCX)
- Special Assessment Boundary Map_030316 (PDF)
- Schedule B&C (PDF)
- Report-Special Assessment Schedule D-Final-Richco Road (PDF)

RESOLUTION #17-02

FINAL RESOLUTION AUTHORIZING SANITARY SEWER, STORM SEWER, WATER
MAIN AND STORM WATER MANAGEMENT POND CONSTRUCTION
AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY
(Richco Road from American Boulevard)

WHEREAS, the Common Council of the City of De Pere having declared its intention to exercise its police power to levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the areas described below and special assessments to be levied on a reasonable basis upon the property benefited thereby. Said improvements to include: sanitary sewer, storm sewer water main, storm water management pond and incidentals therefore where necessary and required. Said improvements shall be constructed in, and the properties benefiting therefrom are contained within, the following described areas or abutting streets:

SANITARY SEWER, STORM SEWER, WATER MAIN AND STORM WATER POND CONSTRUCTION

West side of Richco Road from American Boulevard;

East side of Richco Road from 265' East of American Boulevard to Red Maple Road.

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding such improvements and, pursuant thereto, a public hearing has been held at the City Hall Council Chambers on the 17th day of January, 2017 at 7:30 p.m., whereupon the Common Council heard all interested parties or their agents or attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, that:

1. The report of the Board of Public Works of the City of De Pere, as compiled by the Director of Public Works, pertaining to the construction of the above described improvements, including plans and specifications therefore (as modified*) is hereby adopted and approved.

2. The Common Council, based on its view of the property and its review of such report, determines that the above described properties are benefited by such public improvements and that the benefits and amounts assessed against each parcel on the basis shown in the report (as modified*), representing an exercise of police power, are determined to be on a reasonable basis and are hereby confirmed and approved.

3. Payment for the public improvements shall be made by assessing the cost therefore against the above described benefited properties as indicated in such report.

4. The assessments hereby levied for said improvements shall be:

- (1) paid in cash within thirty (30) days of invoice; or
- (2) paid in five (5) annual installments, together with interest on the unpaid balance at a rate of 3.07%; or
- (3) paid upon transfer of ownership of any parcel or part of a parcel against which assessments are levied;

whichever occurs first. If title to part of such parcel is transferred, only such assessment that is attributable to the part transferred shall become due and payable upon transfer.

5. The total amount assessed benefited properties shall not exceed the total cost of the improvements.

6. The Clerk-Treasurer is hereby directed to publish this resolution in the Green Bay Press Gazette as a Class 1 Notice.

7. The Clerk-Treasurer is further directed to mail a copy of this resolution to the property owners whose names appear on the assessment roll whose address is known or can, with reasonable diligence, be ascertained.

8. If any section, sentence, or clause of this resolution or any special assessment set forth or referenced herein shall be declared invalid for any reason whatsoever, such decision

Resolution #17-02

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shall not affect the remaining sections or assessments approved herein, which shall remain in full force and effect.

9. This resolution shall remain in full force and effect from and after its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of January, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

* Strike if not modified by the Council

Attachment: Reso17-02 (5454 : Resolution#17-02, Final Resolution Authorizing Utility Construction - Richco Road)

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, the Common Council of the City of De Pere, Wisconsin, has declared its intention to exercise its police powers and levy special assessments pursuant to Section 66.0703, Wis. Stats. for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include sanitary sewer, storm sewer water main, storm water management, pond, and incidentals therefore where necessary and required. Said improvements shall be constructed and the properties benefiting there from are contained in the following described areas or abutting streets:

SANITARY SEWER, STORM SEWER, WATER MAIN AND STORM WATER RETENTION POND CONSTRUCTION

West side of Richco Road from American Boulevard to Red Maple Road; East side of Richco Road from 265' East of American Boulevard to Red Maple Road.

1. The total assessed against such districts shall not exceed the total cost of the improvements. Sanitary sewer, storm sewer, and water main shall be assessed at 100% against benefitting parcels. The storm water management pond shall be assessed at 100% against undeveloped benefitting parcels and 50% against developed parcels. The Common Council determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on acreage for sanitary sewer, storm sewer, water main, and storm water management pond construction.
2. The assessments against any parcel shall be paid as follows:
 - (a) In cash within 30 days of invoice; or
 - (b) In 5 annual installments together with interest on the unpaid balance at the Common Council established rate in effect on the date the final Resolution levying such assessments is adopted; or
 - (c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.

The report of the Director of Public Works showing preliminary plans and specifications for said improvements, an estimate of the entire cost of the proposed improvements, a schedule of the proposed assessments, and a statement that the property against which the assessments are proposed is benefited, is on file in the office of the City Clerk-Treasurer and may be inspected there on any business day between the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday.

YOU ARE FURTHER NOTIFIED, that the Common Council will hear all interested persons or their agents or attorneys concerning matters contained in the Preliminary Resolution authorizing such assessment and the report, including proposed assessments of benefits, at 7:30 or as soon thereafter as can be heard, on Tuesday, January 17, 2017 in the Council Chambers of the City Hall.

All objections will be considered at said hearing, and thereafter the amount of the assessment will be finally determined.

BY ORDER OF THE COMMON COUNCIL
Shana Ledvina, Clerk - Treasurer

RESOLUTION #16-30

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER WIS. STATS. §66.0703
SANITARY SEWER, STORM SEWER, WATER MAIN, AND STORM WATER MANAGEMENT
POND CONSTRUCTION ON RICHCO ROAD FROM AMERICAN BOULEVARD TO RED
MAPLE ROAD

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

1. That the Common Council hereby declares its intention to exercise its police powers and levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include sanitary sewer, storm sewer water main, storm water management, pond, and incidentals therefore where necessary and required. Said improvements shall be constructed and the properties benefiting there from are contained in the following described areas or abutting streets:

SANITARY SEWER, STORM SEWER, WATER MAIN AND STORM WATER POND CONSTRUCTION

West side of Richco Road from American Boulevard to Red Maple Road

East side of Richco Road from 265' East of American Boulevard to Red Maple Road.

2. The total assessed against such districts shall not exceed the total cost of the improvements. Sanitary sewer, storm sewer, and water main shall be assessed at 100% against benefitting parcels. The storm water management pond shall be assessed at 100% against undeveloped benefitting parcels and 50% against developed benefitting parcels. The Common Council determines that such improvements shall be

installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on acreage for sanitary sewer, storm sewer, water main, and storm water management pond construction.

3. The assessments against any parcel shall be paid as follows:
 - a. In cash within 30 days of invoice; or
 - b. In _____(to be determined by Board of Public Works) annual installments, together with interest on the unpaid balance at the Common Council established rate in effect on the date the final Resolution levying such assessments is adopted; or
 - c. Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.
4. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:
 - (a) Preliminary plans and specifications for said improvements;
 - (b) An estimate of the entire cost of the proposed improvements;
 - (c) A schedule of the proposed assessments;
 - (d) A statement that the property against which the assessments are proposed is benefited.

After compiling such report, the Director of Public Works is directed to file a copy thereof in the City Clerk-Treasurers office for public inspection.

5. Upon receiving the report of the Board of Public Works, the Clerk-Treasurer is directed to give a Class I notice of public hearing on such report as specified in Wis. Stats. §66.0703. The hearing shall be held in the Common Council Chambers of the City Hall at a time set by the Clerk-Treasurer in accordance with the aforementioned statutory provision.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of March, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: ____

Nays: ____

SPECIAL ASSESSMENT BOUNDARY

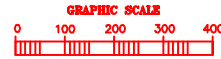
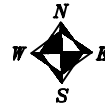


FIGURE: 1

TITLE: RICHCO ROAD

PROJECT: 16-04, Cit
of De Pere Special
Assessment Boundary

ENGINEERING DIVISION

925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061

FAX 920-339-4071

DATE: 3/3/16

BY: KMH

CHECK

Packet Pg. 16

SCHEDULE B
RICHCO ROAD - SANITARY SEWER, STORM SEWER, WATER MAIN, AND STORM WATER MANAGEMENT POND
AMERICAN BOULEVARD TO RED MAPLE ROAD
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS

SANITARY SEWER CONSTRUCTION

No.	Item	Total Quantity	Cost	Unit	Total Cost	Assessable
SS-01	Provide 8" PVC Sanitary Sewer (Natural Backfill)	575	\$25.00	/LF	\$14,375.00	\$14,375.00
SS-02	Provide 8" PVC Sanitary Sewer (Granular Backfill)	130	\$61.00	/LF	\$7,930.00	\$7,930.00
SS-03	Provide 6" PVC Sanitary Lateral (Natural Backfill)	30	\$34.00	/LF	\$1,020.00	\$1,020.00
SS-04	Provide 6" PVC Sanitary Lateral (Granular Backfill)	40	\$67.00	/LF	\$2,680.00	\$2,680.00
SS-06	Provide 8" x 6" Wye	1	\$75.00	/EA	\$75.00	\$75.00
SS-07	Provide 4' Diameter Sanitary Manhole	57	\$177.00	/VF	\$10,089.00	\$10,089.00
Sub-Total					\$36,169.00	\$36,169.00
Contingency					\$1,808.45	\$1,808.45
Technical, Legal, and Administration					\$7,233.80	\$7,233.80
Total Estimated Cost					\$45,211.25	\$45,211.25

STORM SEWER CONSTRUCTION

No.	Item	Total Quantity	Cost	Unit	Total Cost	Assessable
ST-01	Provide 45" x 29" RCP CL III or Polypropylene (Natural Backfill)	75	\$108.00	/LF	\$8,100.00	\$8,100.00
ST-02	Provide 45" x 29" RCP CL III or Polypropylene (Granular Backfill)	115	\$114.00	/LF	\$13,110.00	\$13,110.00
ST-03	Provide 42" RCP CL III or Polypropylene (Natural Backfill)	45	\$88.00	/LF	\$3,960.00	\$3,960.00
ST-08	Provide 18" RCP CL III or Polypropylene (Natural Backfill)	165	\$30.00	/LF	\$4,950.00	\$4,950.00
ST-10	Provide 24" RCP CL III Culvert (Granular Backfill)	40	\$55.00	/LF	\$2,200.00	\$2,200.00
ST-12	Provide 15" PVC or RCP (Natural Backfill)	80	\$40.00	/LF	\$3,200.00	\$3,200.00
ST-13	Provide 15" PVC or RCP (Granular Backfill)	85	\$33.00	/LF	\$2,805.00	\$2,805.00
ST-14	Provide 8' Diameter Storm Manhole	5	\$430.00	/VF	\$2,150.00	\$2,150.00
ST-18	Provide 45"x29" RCP Flared End Section	1	\$1,200.00	/EA	\$1,200.00	\$1,200.00
ST-19	Provide 42" RCP Flared End Section	1	\$1,500.00	/EA	\$1,500.00	\$1,500.00
ST-21	Provide 24" RCP Flared End Section	2	\$600.00	/EA	\$1,200.00	\$1,200.00
ST-22	Provide Type 'A' Inlet	2	\$800.00	/EA	\$1,600.00	\$1,600.00
ST-23	Provide Type 'B' Inlet	4	\$825.00	/EA	\$3,300.00	\$3,300.00
ST-24	Remove Pipe (Storm Sewer and Culverts)	230	\$15.00	/LF	\$3,450.00	\$3,450.00
ST-26	Reconnect to Existing Inlet	1	\$200.00	/EA	\$200.00	\$200.00
Sub-Total					\$52,925.00	\$52,925.00
Contingency					\$2,646.25	\$2,646.25
Technical, Legal, and Administration					\$10,585.00	\$10,585.00
Total Estimated Cost					\$66,156.25	\$66,156.25

WATER MAIN CONSTRUCTION

No.	Item	Total Quantity	Cost	Unit	Total Cost	Assessable
W-01	Provide 12" PVC Watermain (Natural Backfill)	655	\$36.00	/LF	\$23,580.00	\$23,580.00
W-02	Provide 12" PVC Watermain (Granular Backfill)	150	\$53.00	/LF	\$7,950.00	\$7,950.00
W-03	Provide 6" PVC Water Service (Natural Backfill)	20	\$28.00	/LF	\$560.00	\$560.00
W-04	Provide 6" PVC Water Service (Granular Backfill)	40	\$39.00	/LF	\$1,560.00	\$1,560.00
W-05	Provide 6" PVC Hydrant Lead	20	\$52.00	/LF	\$1,040.00	\$1,040.00
W-06	Provide Hydrant Assembly - 7.0 Bury	1	\$3,500.00	/EA	\$3,500.00	\$3,500.00
W-09	Provide Hydrant Assembly - 9.0 Bury	1	\$3,825.00	/EA	\$3,825.00	\$3,825.00
W-10	Provide Hydrant Assembly - 9.5 Bury	1	\$3,900.00	/EA	\$3,900.00	\$3,900.00
W-11	Provide 12" Valve	2	\$2,860.00	/EA	\$5,720.00	\$5,720.00
W-12	Provide 6" Valve	4	\$1,250.00	/EA	\$5,000.00	\$5,000.00
W-16	Connection to Existing Water Main - American Boulevard	1	\$7,500.00	/LS	\$7,500.00	\$7,500.00
Sub-Total					\$64,135.00	\$64,135.00
Contingency					\$3,206.75	\$3,206.75
Technical, Legal, and Administration					\$12,827.00	\$12,827.00
Total Estimated Cost					\$80,168.75	\$80,168.75

STORM WATER MANAGEMENT POND CONSTRUCTION

No.	Item	Total Quantity	Cost	Unit	Total Cost	Assessable
SD-02	Unclassified Excavation / Pond Excavation - Site 2	19500	\$4.75	/CY	\$92,625.00	\$92,625.00
SD-05	Landscaping - Topsoil, Seed, Fertilizer, and Mulch - Wetland Meadow Seeding - Ponds	325	\$3.00	/SY	\$975.00	\$975.00
SD-06	Landscaping - Topsoil, Seed, Fertilizer, and Mulch - Upland Meadow Seeding - Ponds	3350	\$1.60	/SY	\$5,360.00	\$5,360.00
SD-08	Clear and Grub Site 2	1	\$1,139.51	/LS	\$1,139.51	\$1,139.51
SP-02	Provide Silt Fence	2630	\$1.40	/LF	\$3,682.00	\$3,682.00
SP-03	Provide Inlet Protection, Type A	6	\$100.00	/EA	\$600.00	\$600.00
SP-04	Provide Inlet Protection, Type C	2	\$50.00	/EA	\$100.00	\$100.00
SP-05	Erosion Control Revegetation Mat., Channel	20	\$1.35	/SY	\$27.00	\$27.00
SP-06	Erosion Control Revegetation Mat., Non-Channel	3350	\$1.00	/SY	\$3,350.00	\$3,350.00
SP-07	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 12" Thick	94	\$20.00	/SY	\$1,880.00	\$1,880.00
SP-08	Provide Rip Rap (Medium) with Geotextile Fabric Type HR, 18" Thick	206	\$30.00	/SY	\$6,180.00	\$6,180.00
SP-09	Provide Tracking Pad	1	\$1,500.00	/EA	\$1,500.00	\$1,500.00
SP-10	Remove Fence	265	\$3.85	/LF	\$1,020.25	\$1,020.25
SP-13	Temporary Seed Topsoil Stockpile - Site 2	1	\$1,500.00	/LS	\$1,500.00	\$1,500.00
ST-27	Pond Outlet Structure	1	\$8,500.00	/EA	\$8,500.00	\$8,500.00
ST-29	Provide Stone Weeper - Site 2	1	\$1,000.00	/LS	\$1,000.00	\$1,000.00
Sub-Total					\$129,438.76	\$129,438.76
Contingency					\$6,471.94	\$6,471.94
Technical, Legal, and Administration					\$25,887.75	\$25,887.75
Total Estimated Cost					\$161,798.45	\$161,798.45
Total Estimated Project Cost					\$353,334.70	

SCHEDULE C
 RICHCO ROAD - SANITARY SEWER, STORM SEWER, WATERMAIN, AND STORM WATER MANAGEMENT POND
 AMERICAN BOULEVARD TO RED MAPLE ROAD
 PROPOSED ASSESSMENT RATES

ASSESSMENT RATE CALCULATIONS

Improvement	Unit Type	Assessable Acreage	Total Cost (Assessable)	Cost Per Acre
Sanitary Sewer	ACRE	26.240	\$45,211.25	\$1,723.02

Improvement	Unit Type	Assessable Acreage	Total Cost (Assessable)	Cost Per Acre
Storm Sewer	ACRE	35.845	\$66,156.25	\$1,845.65

Improvement	Unit Type	Assessable Acreage	Total Cost (Assessable)	Cost Per Acre
Watermain	ACRE	26.240	\$80,168.75	\$3,055.27

Improvement	Unit Type	Assessable Acreage	Total Cost (Assessable)	Cost Per Acre
Storm Water Management Pond Construction	ACRE	35.845	\$161,798.75	\$4,513.91

PROBABLE PROJECT FINANCING

Item	Cost Per Acre	Assessable Acreage	Total
Sanitary Sewer	\$1,723.02	26.240	\$45,211.25
Storm Sewer	\$1,845.65	35.845	\$66,156.25
Water Main	\$3,055.27	26.240	\$80,168.75
Storm Water Management Pond Construction	\$4,513.91	35.845	\$161,798.75
Total			\$353,335.00

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
FINAL ASSESSMENTS

TYPE OF IMPROVEMENT: SANITARY SEWER MAIN, STORM SEWER MAIN, WATER MAIN, AND STORM WATER MANAGEMENT POND

LOCATION - RICHO ROAD

COST PER UNIT - ACRE					SANITARY SEWER		STORM SEWER		WATER MAIN		STORM WATER MANAGEMENT				
					\$1,729.98		\$1,851.09		\$3,067.60		\$4,527.23				
PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	LOT SQ FT	LOT ACREAGE	CORNER LOT EXEMPTION	ASSESSABLE	ASSESSABLE	ASSESSABLE	ASSESSABLE	ASSESSABLE	ASSESSABLE	ASSESSABLE	ASSESSABLE	STORM WATER TID #6 COST	TOTAL ASSESSMENT	COMMENTS
					ACREAGE	COST	ACREAGE	COST	ACREAGE	COST	ACREAGE	COST			
CITY OF DEPERE 335 S BROADWAY	RICHCO RD WD-L179	278388	6.391	0.646	5.745	\$9,937.89	5.745	\$10,633.60	5.745	\$17,621.86	5.745	\$26,006.72		\$64,200.06	As part of the preliminary resolution, there was a smaller corner lot given a corner lot exemption that has sewer, water, and storm sewer service off of American Boulevard.
DE PERE WI 54115-2593															
CITY OF DEPERE 335 S BROADWAY	1463 RED MAPLE RD WD-L179-3	248169.8	5.697		5.697	\$9,855.70	5.697	\$10,545.66	5.697	\$17,476.12	5.697	\$25,791.63		\$63,669.10	
DE PERE WI 54115-2593															
KENNETH C STOCK	RICHCO RD														
1200 CENTENNIAL CENTRE	WD-L179-5	60667	1.393		1.393	\$2,409.86	1.393	\$2,578.57	1.393	\$4,273.17	1.393	\$3,153.22	\$3,153.22	\$12,414.81	Developed parcel for storm water management
ONEIDA WI 54155															
CITY OF DEPERE 335 S BROADWAY	RICHCO RD POND PARCEL	129127	2.964		-	\$0.00	-	\$0.00	-	\$0.00	-	\$0.00		\$0.00	Parcel is the storm water management pond.
DE PERE WI 54115-2593															
KCS INC SUITE 400 1200 CENTENNIAL CENTRE	RICHCO RD WD-L178-1-1	763771.3	17.534	9.605	7.929	\$13,717.01	17.534	\$32,457.01	7.929	\$24,323.00	17.534	\$39,690.23	\$39,690.23	\$110,187.25	
ONEIDA WI 54155															Developed parcel for storm water management. 9.605 acres is exempt from sanitary sewer and water main. As part of the preliminary resolution, there was a separate parcel already having sewer and water service from Red Maple Road.
JOHN & LISA DOUGHERTY	RICHCO RD														
1279 SUNNY CREEK DR	WD-L179-7	233907	5.370		5.370	\$9,289.99	5.370	\$9,940.35	5.370	\$16,473.01	5.370	\$12,155.61	\$12,155.61	\$47,858.97	Developed parcel for storm water management
GREEN BAY WI 54313															
	TOTAL		39.349	0.646	26.134	\$45,210.45	35.739	\$66,155.20	26.134	\$80,167.15	35.739	\$106,797.40	\$54,999.05	\$298,330.20	

Notes:

(1) The storm water management pond is designed to treat all parcels to 80% TSS removal. There are several "developed" parcels in the assessment boundary that only need to obtain treatment of 40% TSS when redeveloped per the current City Municipal Code. TID#6 is funding 50% of the storm water management pond cost for the developed parcel so that the City can obtain 80% TSS removal for the City's TMDL discharge limits.

(2) Assessments based on revised lot layout created as part of Certified Survey Map 8722 and the vacation of Richco Road from the cul de sac off of American to Red Maple Road. Exemptions for service area based on map included with the preliminary resolution.

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

MEETING DATE: January 17, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Presentation of the 2015 Stormwater Management Plan.

The purpose of this presentation is to update the Common Council on the storm water management plan completed for the City, identify some of the long term challenges faced, and identify future action items required to meet Wisconsin Department of Natural Resources (WDNR) mandated Total Phosphorous (TP) and Total Suspended Solids (TSS) reductions.

Background

In 2015, the City contracted with RA Smith National, Inc. to complete a storm water management plan. This plan was completed in 2016.

The purpose of the plan was to complete several tasks as related to the City's MS4 permit with the Wisconsin Department of Natural Resources (WDNR). These tasks included:

- Update the City's storm water quality model for existing conditions.
- Create a long-term plan for meeting the reduction of Total Phosphorous (TP) and Total Suspended Solids (TSS) to meet Total Maximum Daily Limits (TMDL) requirements for the receiving body of water.
- Prepare a storm water pollution prevention plan for the City's Municipal Service Facility.
- Field screening at all City-owned major storm sewer outfalls.

The challenge the City faces is the long term plan to address TP and TSS to meet WDNR mandated TMDL limits. Attached in your packet is the majority of the report as it pertains to modeling and long term planning.

From the MS4 permit, the City is divided into three different drainage basins based on where discharges occur. The basins are the Ashwaubenon Creek, East River, and Fox River. The WDNR has established different criteria for TP and TSS reductions based on the receiving body of water. As discussed in the report, the City is meeting requirements in the Ashwaubenon Creek and East River areas, but well below required TP and TSS reduction levels for discharges to the Lower Fox River (See Table 2).

Several alternatives were reviewed to meet long term TP and TSS reductions to areas discharging to the Lower Fox River. These included:

- Pollutant/nutrient trading between the three drainage basins (i.e., the City is providing more pounds of TSS removal in the Ashwaubenon Creek and East River Basins than required which could be “traded” to the Fox River Basin to where there is not enough pounds of TSS removal).
- Construction of additional storm water management facilities.
- Inclusion of storm water management upgrades in roadway design and construction.
- More restrictive controls on redevelopment which could be achieved through an ordinance update.

Table 3 of the report identifies additional storm water management facilities in the Lower Fox River Basin, along with anticipated TP and TSS reductions from these facilities. As noted in Table 4, even with these facilities, the City will still not attain the required TSS reductions. Therefore, other actions will be required by the City.

Future Action

Staff is continuing to identify other storm water management facilities that could be constructed in the Lower Fox River Basin to attain additional TSS reductions. In the short term, staff will need to determine practices to be used to meet the TMDL restrictions. The practices with details on how they will be incorporated will need to be included in the plan. This will need to be presented to the WDNR. Options to be considered include:

- Additional public storm water management facilities that could be constructed in the Lower Fox River Basin.
- Potential storm water management systems that can be included in street reconstructions.
- Regulatory changes that may make pollutant/nutrient trading between drainage basins (Ashwaubenon Creek and East River Basin to the Fox River Basin) more viable.
- Construction of private storm water management facilities that are constructed as part of redevelopment projects (This may require an ordinance update.).
- Pollutant/nutrient trading with agricultural or other entities outside of the City.

Staff will be bringing recommendations back to the Board in the future identifying which of the practices or combination of items identified above that should be incorporated to meet WDNR mandated reductions.

The storm water management plan will be monitored and updated on a regular basis. Staff will begin to incorporate the construction of facilities identified in the report and potential new facilities such as a pond at Kiwanis Park to treat existing residential development in the capital improvements program.

ATTACHMENTS:

- 2015 Stormwater Management Planning (PDF)
- Storm Water Management Report Presentation (PDF)

R.A. Smith National

*Beyond Surveying
and Engineering*



2015 Stormwater Management Planning City of De Pere, WI

October 21, 2016

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

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Introduction

The City of De Pere received a new MS4 permit in 2014. The permit included requirements for the City to meet Total Maximum Daily Load (TMDL) allocations in the Lower Fox River basin. These requirements include reductions in Total Suspended Solids (TSS) and Total Phosphorous (TP). In addition, the permit required a stormwater pollution prevention plan (SWPPP) be prepared for the De Pere Municipal Services Facility.

The City most recently evaluated stormwater pollutant loadings and developed a stormwater management plan in 2008, which examined only TSS. Therefore, additional analysis and planning were needed to identify the current pollutant loadings and develop a long-term plan for the City to achieve the TMDL allocations.

As a requirement of the MS4 permit, the City has an ongoing program to detect and eliminate illicit discharges at storm outfalls to the three watersheds; Fox River, Ashwaubenon Creek, and East River. Field screening for illicit discharges needed to be performed at the City's major storm outfalls in 2015-2016.

This report documents the efforts by City of De Pere and R.A. Smith National staff in 2015 and 2016 to accomplish the following:

- Update the City's stormwater quality model for existing conditions
- Create a long-term plan for meeting TMDL requirements
- Prepare a stormwater pollution prevention plan for the City's Municipal Services Facility
- Field screening at all City-owned major storm outfalls

Maps provided in the appendices may not be fully legible at the report scale. These maps have also been separately provided to City at full scale.

Model Update

The WinSLAMM model from the 2008 De Pere analysis was used as the starting point for this study. The model was converted to the latest WinSLAMM version 10.1.6. The model updates included the following:

- Created separate models for each subbasin within the three watersheds of the City
- Revised subbasin boundaries based on latest topographic data and sewer system mapping
- Revised model area to exclude non-connecting highway areas and areas not draining through the City MS4 system
- Utilized latest zoning data with standard WinSLAMM land use files
- Developed explicit input data for each management practice

Additional data on each facility was required to represent the existing management facilities in the model. The available data was reviewed and additional necessary data were identified by R.A. Smith National staff. City of De Pere staff gathered and provided the additional data needed to model each stormwater facility.

Appendix A contains an updated MS4 storm sewer system map, and a map showing WinSLAMM modeling areas, as well as watershed boundaries and areas tributary to existing stormwater management practices.

The existing stormwater management practices in De Pere consist of biweekly street sweeping, two bioretention facilities, and 64 wet detention facilities. The stormwater management facility characteristics are summarized in Table 1.

TABLE 1 - EXISTING STORMWATER MANAGEMENT FACILITIES

Subbasin	Total Tributary Area (ac)	Annual Influent TSS (pounds)	Annual Effluent TSS (pounds)	TSS Percent Reduction	Outlet Type *	Owner
Ashwaubenon Creek						
AC050A	83.9	20,918	3,624	82.7%	Spillway	Private
AC050B	6.0	1,388	361	74.0%	12" Pipe	Private
AC055A	11.8	4,988	1,979	60.3%	12" Pipe	Private
AC055C	6.9	2,745	1,322	51.8%	24" Pipe	Private
AC060A	66.1	17,883	6,898	61.4%	2 @ 12" Pipe	De Pere
AC070A	38.6	14,886	1,844	87.6%	Riser Pipe	Private
AC070B	66.8	13,828	5,099	63.1%	Riser Pipe	Private
AC080A	4.0	1,692	701	58.6%	Riser Pipe	Private
AC090A	18.5	6,284	449	92.9%	Riser Pipe	De Pere
AC090B	7.5	3,526	722	79.5%	36" Pipe	Private
AC090C	6.3	2,949	684	76.8%	10" Pipe	Private
AC090D	3.2	1,511	497	67.1%	10" Pipe	Private
AC090F	11.6	4,345	894	79.4%	24" x 38" Pipe	Private
AC090H	12.5	5,397	1,721	68.1%	26" Pipe	De Pere
AC090I	13.4	6,313	2,089	66.9%	36" Pipe	Private
AC090J	19.1	9,001	4,602	48.9%	18" Pipe	Private
AC090K	2.7	912	140	84.6%	Riser Pipe	Private
AC090L	228.4	63,863	29,557	53.7%	Riser Pipe	De Pere
AC100B	590.6	52,435	35,836	31.7%	36" Pipe	De Pere
AC100C	3.2	727	129	82.3%	12" Pipe	Private
AC100D	484.1	51,394	28,960	43.7%	48" Pipe	De Pere
AC100E	302.2	39,062	14,440	63.0%	Spillway	De Pere
AC100F	374.7	33,572	21,548	35.8%	Spillway	De Pere
AC100G	4.7	2,056	522	74.6%	15" Pipe	Private
AC100H	204.6	32,191	7,151	77.8%	Spillway	De Pere
AC105A	7.1	2,269	541	76.2%	Spillway	Private
AC105B	1.6	403	96	76.1%	Riser Pipe	Private
AC110A	6.5	1,092	254	76.7%	8" Pipe	De Pere
AC130A	18.2	2,977	1,422	52.2%	12" Pipe	Private
AC140A	12.5	2,007	409	79.6%	12" Pipe	De Pere
AC150A	41.8	5,505	1,278	76.8%	10" Pipe	De Pere
AC160A	47.1	15,361	2,012	86.9%	24" Pipe	Private
AC170A	7.1	348	61	82.4%	Biofilter	De Pere

Subbasin	Total Tributary Area (ac)	Annual Influent TSS (pounds)	Annual Effluent TSS (pounds)	TSS Percent Reduction	Outlet Type *	Owner
AC170B	6.5	320	60	81.2%	Biofilter	De Pere
AC180A	17.4	616	26	95.7%	Riser Pipe	De Pere
East River						
ER010A	3.8	861	118	86.3%	24" Pipe	Private
ER010B	160.3	29,442	3,507	88.1%	Riser Pipe	Private
ER010C	239.9	16,495	4,830	70.7%	36" Pipe	Private
ER020A	288.8	49,651	18,740	62.3%	Spillway	De Pere
ER040A	101.9	21,790	5,579	74.4%	Riser Pipe	De Pere
ER050A	213.9	35,167	8,532	75.7%	Spillway	De Pere
ER060A	22.5	3,500	1,054	69.9%	21" Pipe	De Pere
ER080A	13.6	6,263	1,505	76.0%	12" Pipe	Private
ER080B	7.3	3,138	774	75.3%	Riser Pipe	Private
ER080C	103.6	38,092	6,152	83.8%	Spillway	Ledgeview
ER110A	68.2	31,354	11,815	62.3%	30" Pipe	De Pere
ER120A	87.0	16,012	4,678	70.8%	18" Pipe	De Pere
ER130B	57.9	7,665	1,145	85.1%	Riser Pipe	Private
Fox River East						
FE240B	10.1	2,234	86	96.2%	Riser Pipe	Private
FE260A	19.1	6,679	955	85.7%	Riser Pipe	De Pere
FE260B	81.0	31,477	7,451	76.3%	3' Weir	De Pere
FE275A	23.2	5,882	1,256	78.6%	15" Pipe	Private
FE280B	31.7	12,737	3,106	75.6%	14" Pipe	De Pere
FE290A	20.8	6,479	297	95.4%	Riser Pipe	De Pere
Fox River West						
FW010A	25.1	3,163	993	68.6%	24" Pipe	De Pere
FW200A	22.0	6,608	2,121	67.9%	12" Pipe	Private
FW200C	5.3	2,291	577	74.8%	12" Pipe	Private
FW200D	252.3	86,379	35,185	59.3%	12" Pipe	De Pere
FW200E	15.5	4,976	2,805	43.6%	Spillway	Private
FW200F	7.0	3,272	961	70.6%	18" Pipe	Private
FW200G	3.7	1,897	289	84.8%	12" Pipe	Private
FW280A	57.4	27,855	5,046	81.9%	12" Pipe	Private
FW280C	96.5	45,369	18,951	58.2%	42" Pipe	Private
FW290B	180.2	28,944	18,297	36.8%	Spillway	De Pere
FW290C	305.8	43,302	32,076	25.9%	Riser Pipe	De Pere
FW290A	109.2	39,322	6,682	83.0%	21" Pipe	De Pere

Existing Conditions Modeling Results

With the updated model, pollutant loadings were calculated for existing conditions and summarized by watershed for comparison to the TMDL allocations, which are unique to each river reach and watershed. The existing condition modeling results for the City are presented in Table 2.

TABLE 2 - MODELING RESULTS FOR EXISTING CONDITIONS

Basin	Ashwaubenon Creek	East River	Lower Fox River Mainstem	Total
Area (acres)	1,592	1,253	3,009	5,854
Total Phosphorus No Controls (pounds/year)	987	728	1,838	3,553
TP With Controls (pounds/year)	379	198	1,283	1,860
Percent TP Reduction	61.6%	72.8%	30.2%	47.7%
TMDL Required Percent Phosphorus Reduction	40.5%	40.5%	40.5%	NA
Additional TP Removal Required (pounds/year)	(209)	(235)	189	NA
Total Suspended Solids No Controls (pounds/year)	514,581	321,619	866,773	1,702,973
TSS With Controls (pounds/year)	181,261	85,223	541,590	808,074
Percent TSS Reduction	64.8%	73.5%	37.5%	52.5%
TMDL Required Percent TSS Reduction	52.0%	52.0%	72.2%	NA
Additional TSS Removal Required (pounds/year)	(65,738)	(69,154)	300,280	NA

The modeling results indicate that additional stormwater management facilities are not needed in the East River or Ashwaubenon Creek watersheds. However, significant additional stormwater treatment is needed in the Lower Fox River watershed to comply with the TMDL allocation requirements.

Appendix B contains two maps showing the results of the TSS modeling for each subbasin in WinSLAMM. One map shows the level of TSS generated, in pounds per acre, and the second map shows the level of TSS discharged, in pounds per acre. The results on the second map reflect the effectiveness of the existing stormwater management facilities.

Stormwater Management Plan to Meet TMDL Requirements

Based on the results of the existing conditions evaluation, alternative means for meeting the TMDL requirements were discussed with the City staff. We discussed the potential for pollutant trading between the Ashwaubenon Creek and East River watersheds, where current pollutant reductions exceed the requirements, and the Lower Fox River, where additional reductions are needed. The primary obstacle to such trading is that Ashwaubenon Creek and East River discharge into the Fox River downstream of the reach of the Fox River where the additional pollutant reductions are needed. The Fox River reach within the City of De Pere does not benefit from the “cleaner” discharge from Ashwaubenon Creek and East River. The pollutant trading system

established by WDNR would allow a very small credit toward the Lower Fox River requirements and therefore the effort expended to go through the trading process would outweigh the benefits to be gained at this time.

We also discussed potential locations for additional stormwater management facilities and identified twelve sites where additional TSS and TP reductions could possibly be achieved. Of these sites, four were considered infeasible due to contaminated ground conditions or conflicting land use plans. The other eight sites are summarized in Table 3 and individually illustrated on maps in Appendix C.

Estimates of the cost to construct each facility were based on conceptual design and unit costs representative of the current construction climate in De Pere. These estimates are opinions of probable construction cost and are subject to change as the design is refined. Costs do not include land acquisition or easements.

TABLE 3 - POTENTIAL STORMWATER MANAGEMENT FACILITIES

Subbasin	Description	Tributary Area (acres)	Size (surface area)	Anticipated TSS Reduction (%)	Anticipated TSS Removal (pounds/year)	Estimated Construction Cost
FE030	Wet Pond Glenwood Ravine	106.4	1.25 acre	88.2%	20,650	\$650,000
FE110A1	Wet Pond Legion Park West	29.8	0.25 acre	66.4%	3,793	\$250,000
FE110A2	Underground Storage Legion Park	32.3	0.25 acre	65.4%	8,009	\$750,000
FE110B	Underground Storage George St. Parking	137.2	0.35 acre	47.2%	11,084	\$1,050,000
FE170A2	Underground Storage Boat Landing	9.9	0.05 acre	51.5%	973	\$150,000
FE190C	Wet Pond Optimist Park	48.8	1.0 acre	87.5%	7,559	\$550,000
FE190B	Wet Pond Honey Court	9.3	0.25 acres	78.9%	2,294	\$250,000
FW200B2	Wet Pond Westwood Elementary	106.3	1.0 acre	87.6%	18,305	\$550,000
FW200H	Wet Pond Patriot Park	27.1	0.7 acres	90.6%	3,909	\$385,000
FW010A	Outlet Modifications Pond I9-FR59U6	25.1	Add 4" orifice to 24" pipe	87.6%	465	\$10,000
FW300	Wet Pond Industrial Park	120.7	--	82.4%	23,326	--
TOTAL						\$4,595,000

As shown in Table 2, the TSS removal in the Lower Fox River basin needed for the City of De Pere to meet the TMDL allocations is 300,280 pounds per year. The potential facilities identified in Table 3 would provide approximately 95,416 pounds per year of TSS reduction and 241 pounds per year of TP reductions in the discharge to the Lower Fox River. As shown in Table 4, this leaves a balance of 204,864 pounds per year of TSS reduction required to achieve the TMDL allocations. No further reductions in TP would be needed.

TABLE 4 - LOWER FOX RIVER POLLUTANT LOAD COMPARISON

	Existing Conditions	With Potential Facilities (Table 3)	Difference
Total Phosphorus No Controls (pounds/year)	1,838.2	1,870.9	33
TP With Controls (pounds/year)	1,283.2	1,061.8	(221)
Percent TP Reduction	30.2%	43.2%	--
TMDL Required Percent Phosphorus Reduction	40.5%	40.5%	--
Additional TP Removal Required (pounds/year)	189.4	(51.4)	(241)
Total Suspended Solids No Controls (pounds/year)	866,773	877,774	11,000
TSS With Controls (pounds/year)	541,590	449,236	(92,354)
Percent TSS Reduction	37.5%	48.8%	--
TMDL Required Percent TSS Reduction	72.2%	72.2%	--
Additional TSS Removal Required (pounds/year)	300,280	204,864	(95,416)

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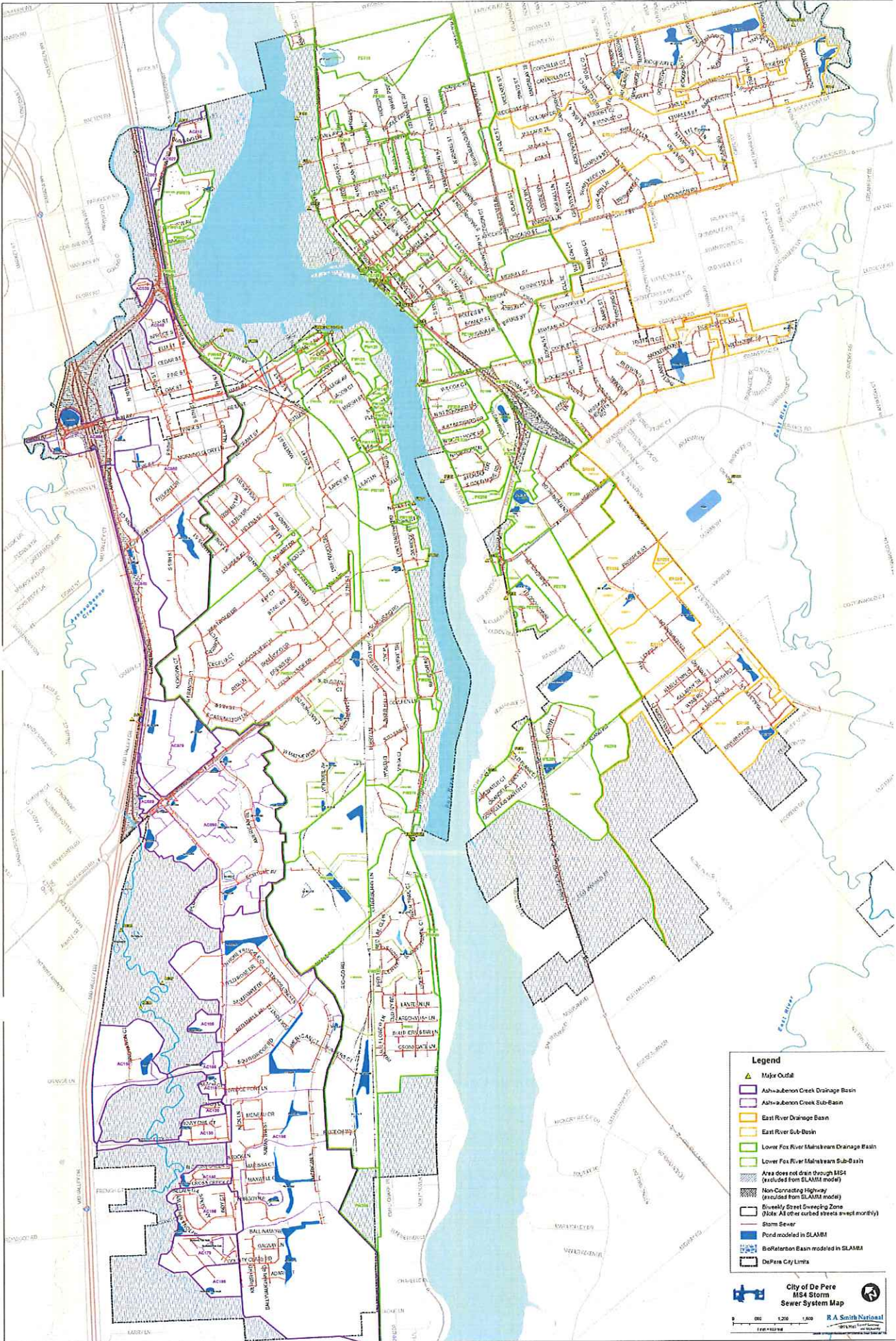
Illicit Discharge Detection Elimination

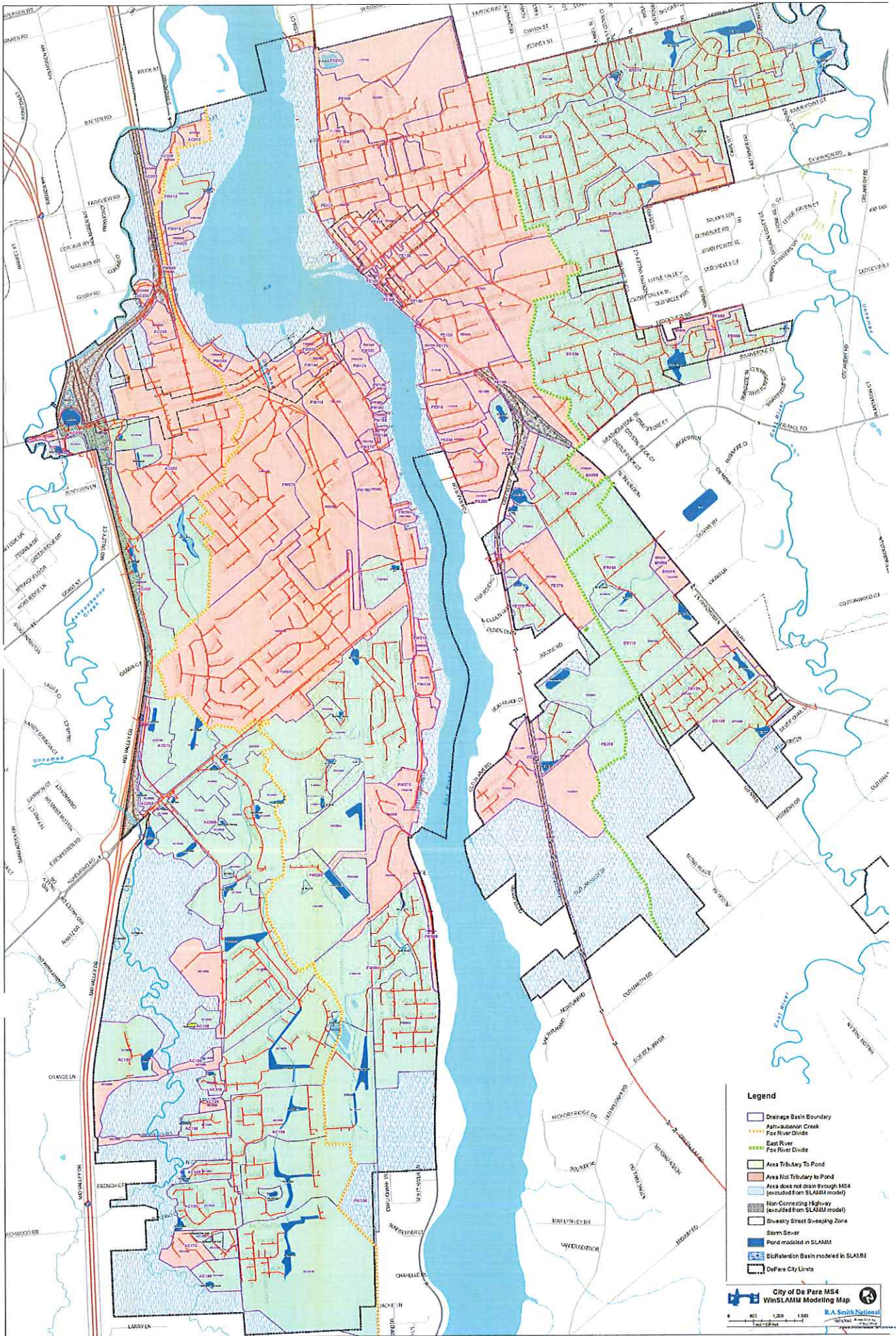
Working with City of De Pere public works staff, R.A. Smith National staff conducted dry weather field screening at all 33 major storm outfalls in the City on August 23, 2016. No illegal or illicit discharges were detected at any of the outfalls. The details of the inspection and results are provided in the report included as Appendix E.

Appendix A

MS4 Storm Sewer System Map

WinSLAMM Modeling Map



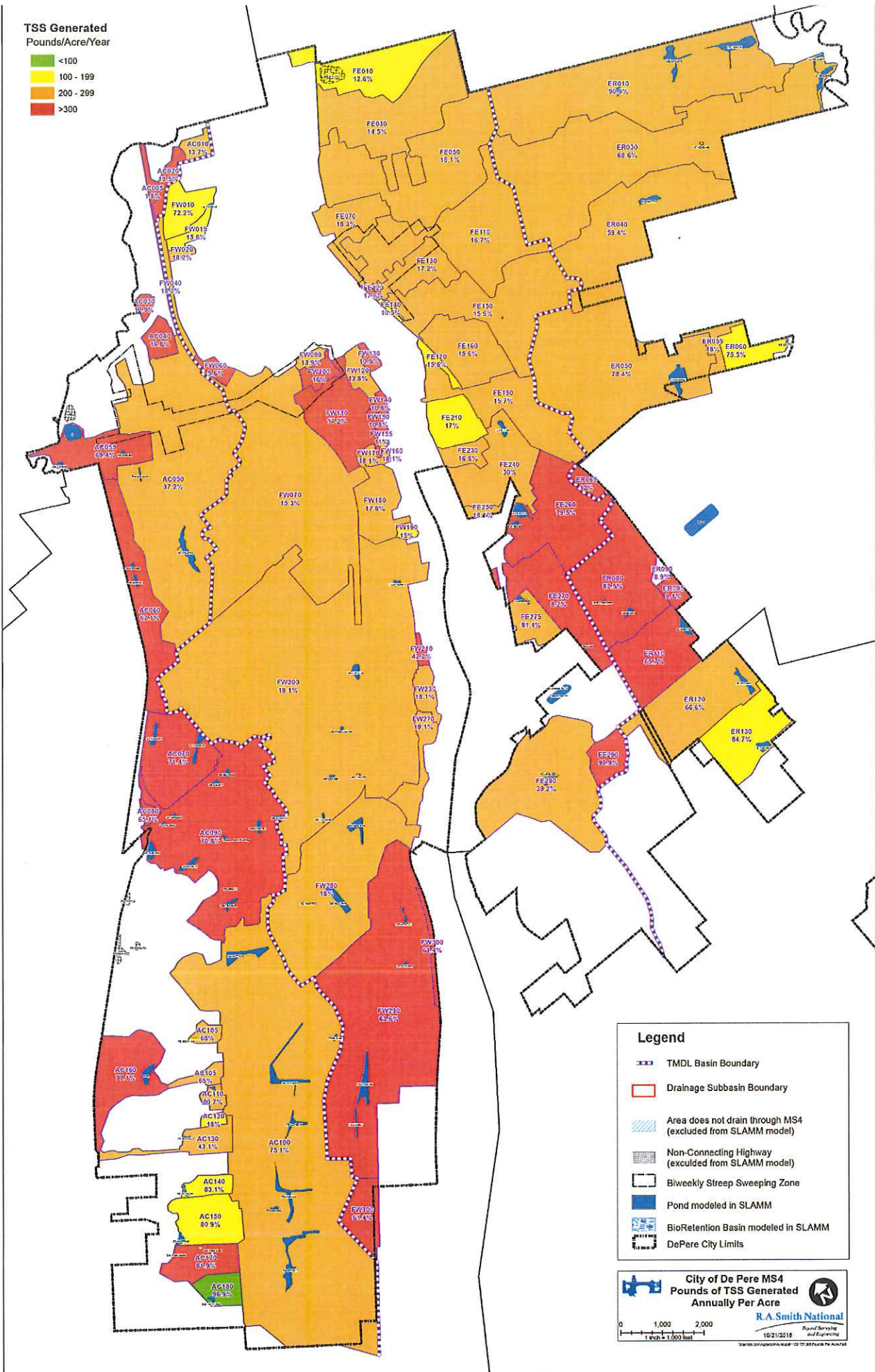


Appendix B

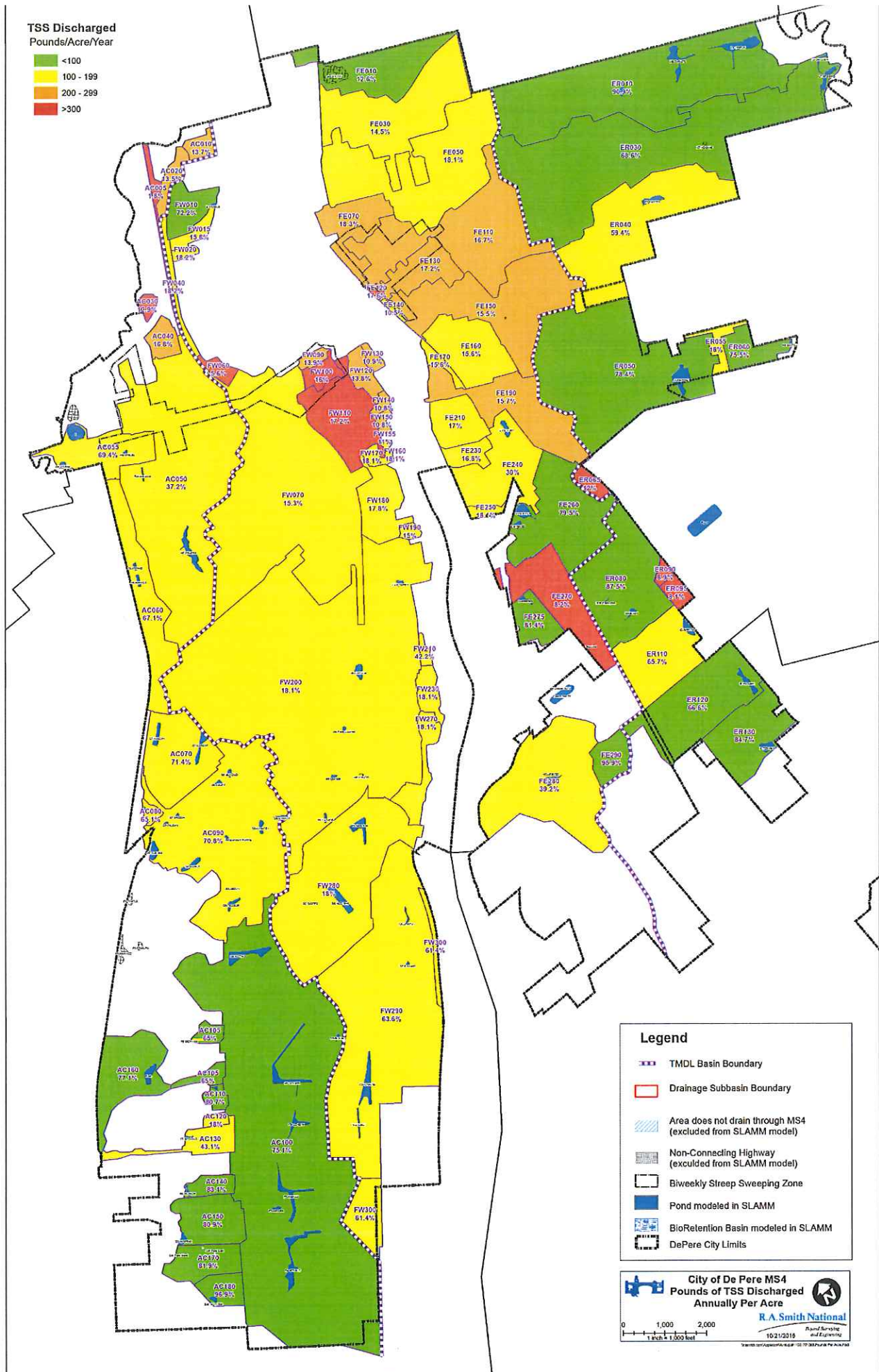
TSS Generated Map

TSS Discharged Map

TSS Generated
Pounds/Acre/Year

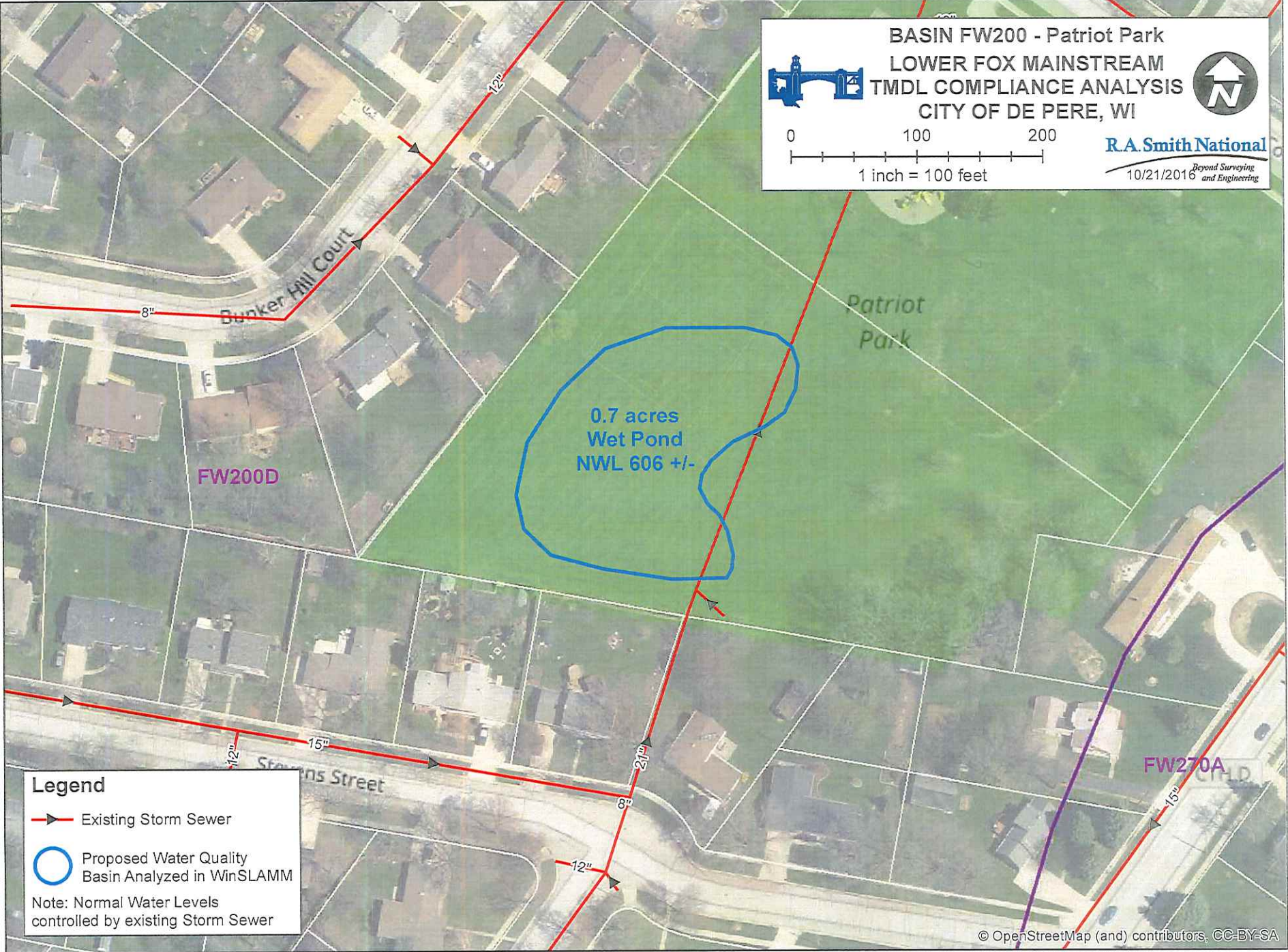


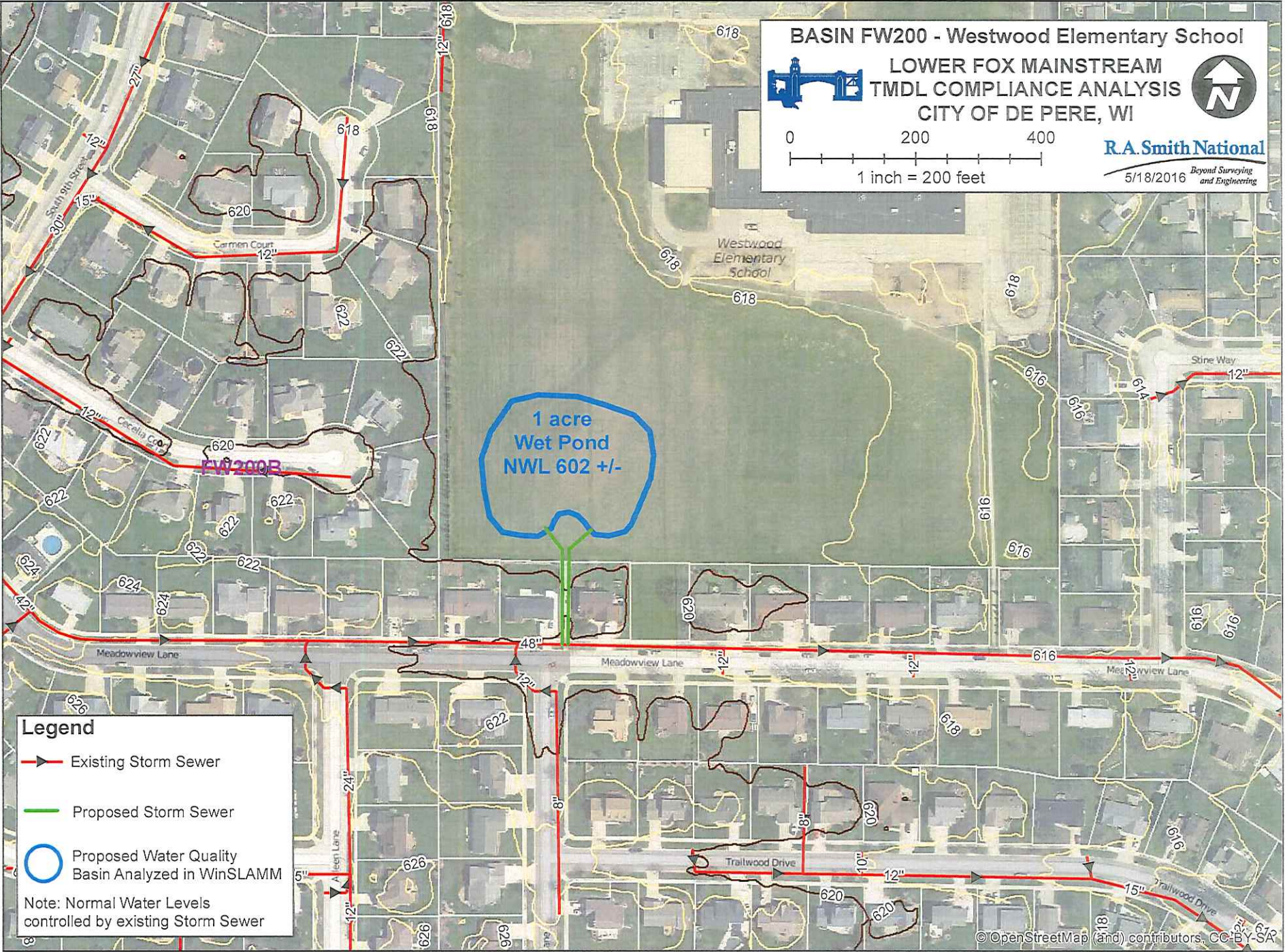
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Pounds/Acre/Year



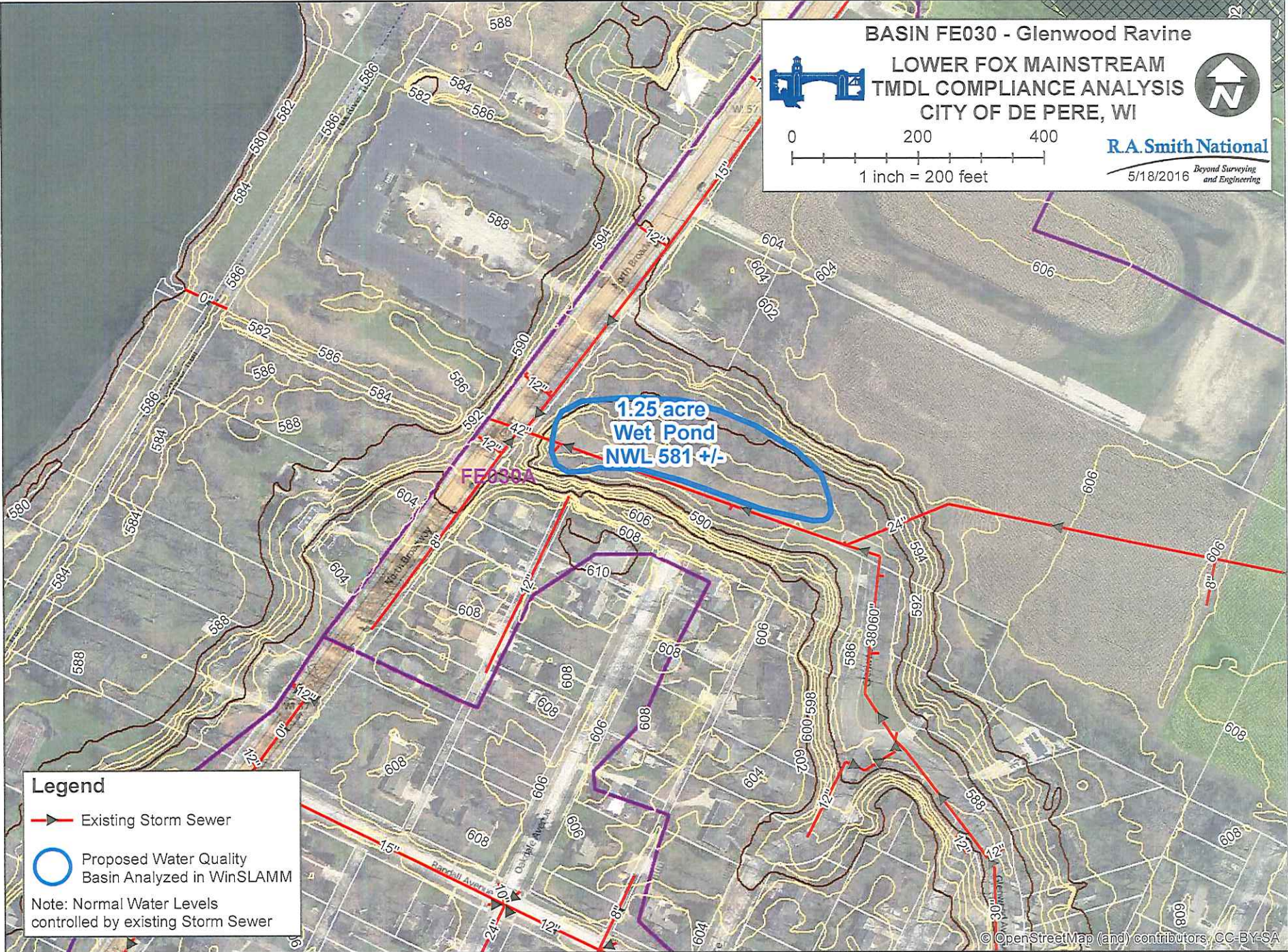
Appendix C

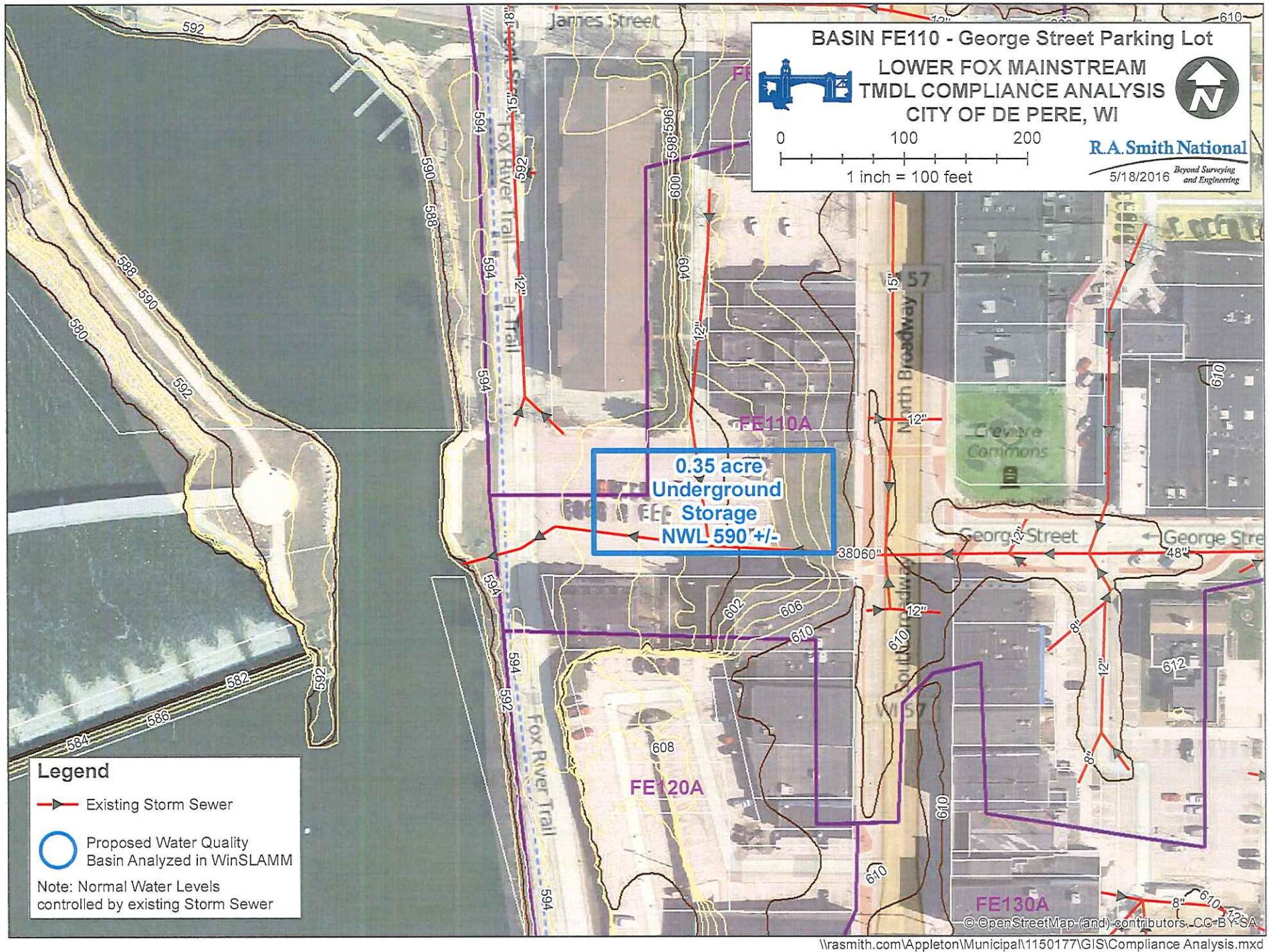
Potential Stormwater Facility Layouts

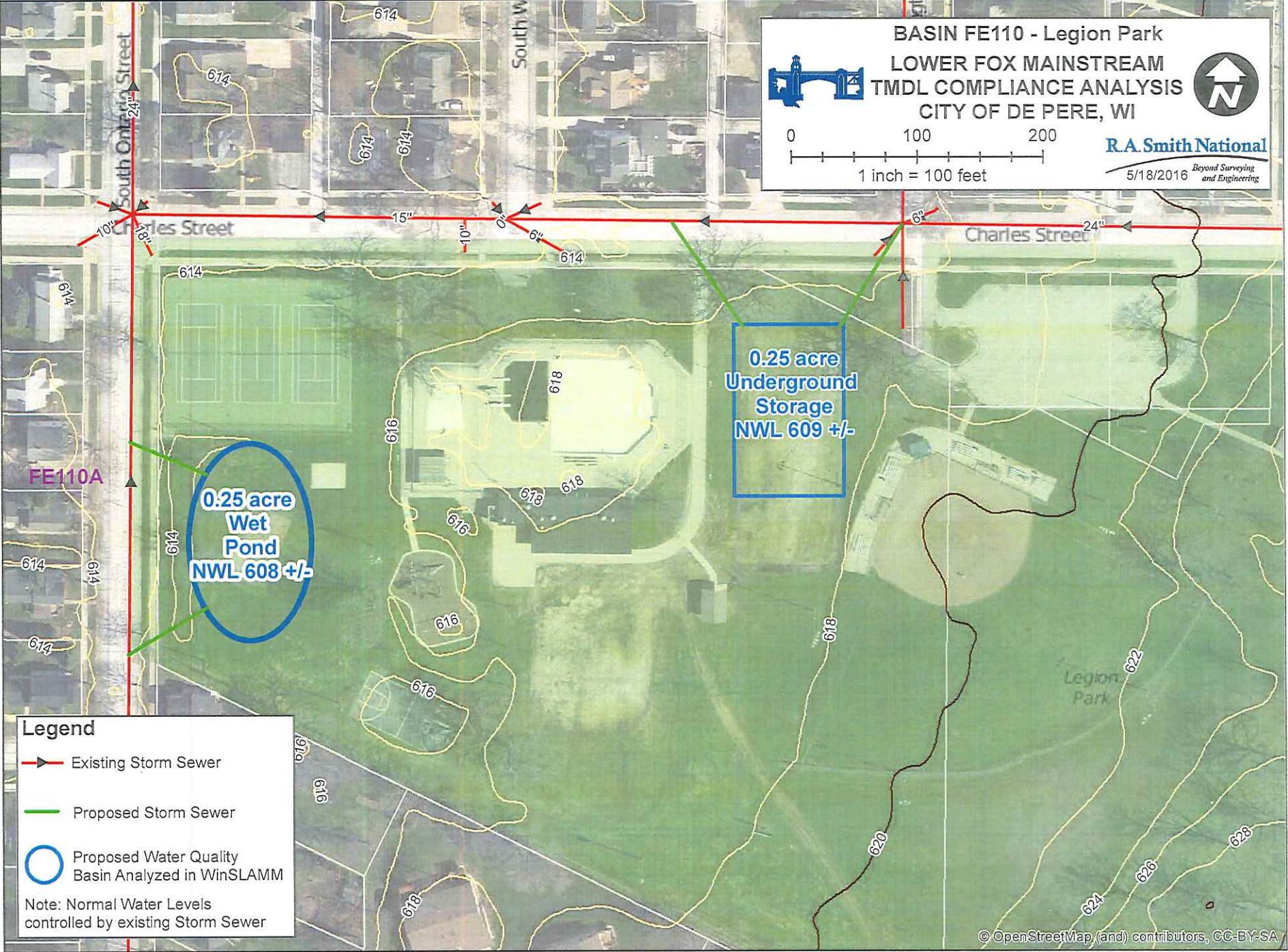


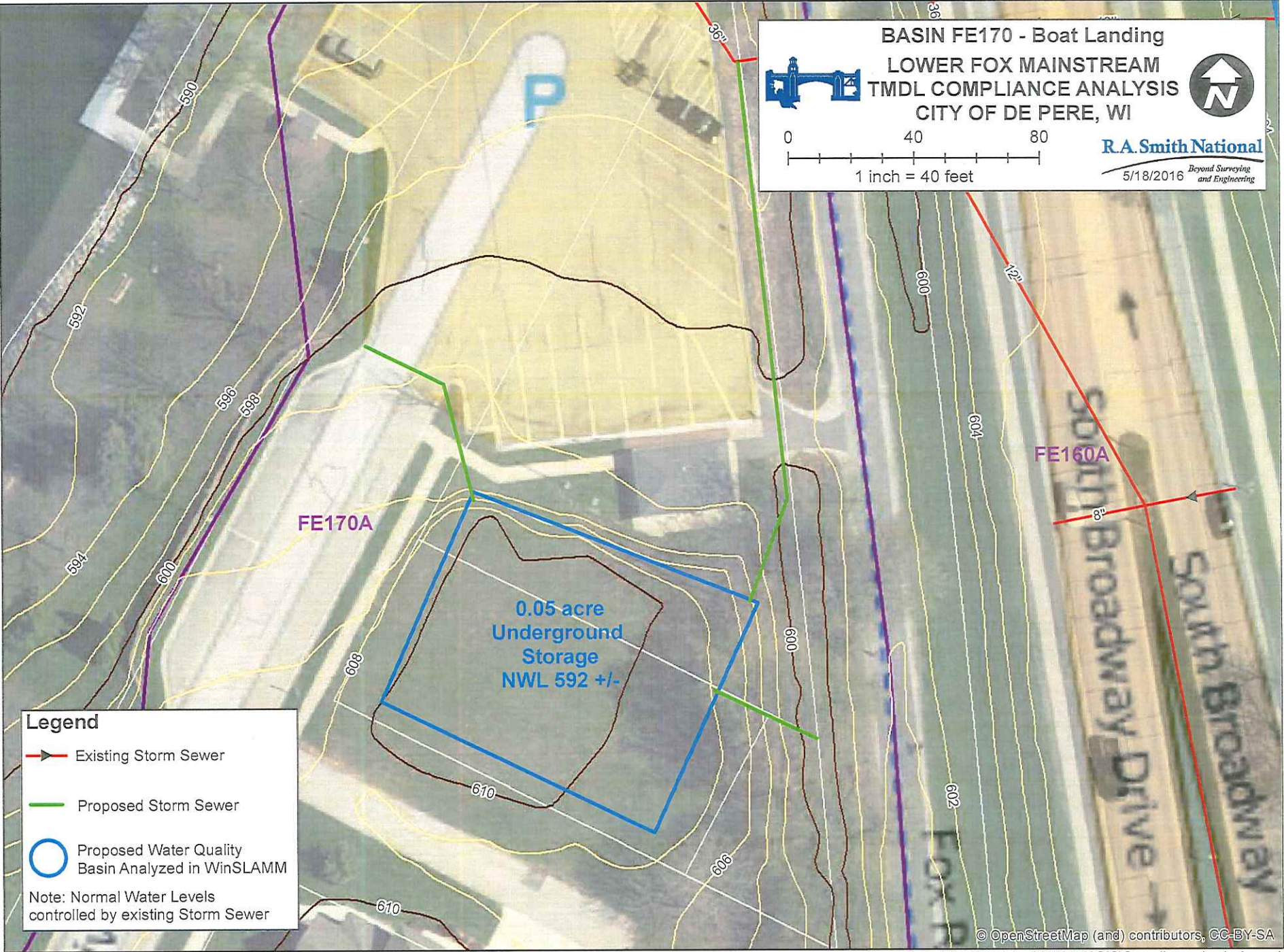


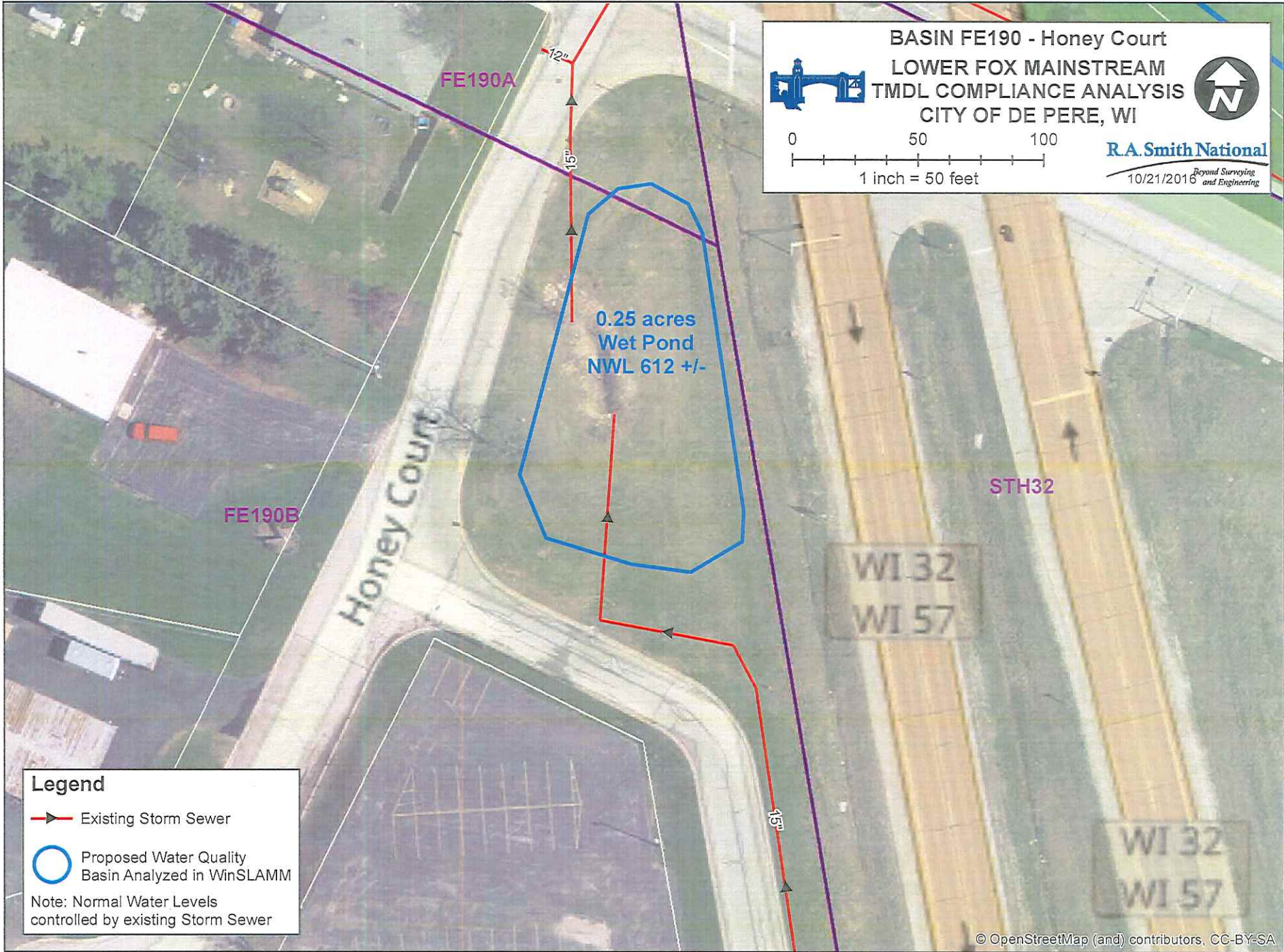
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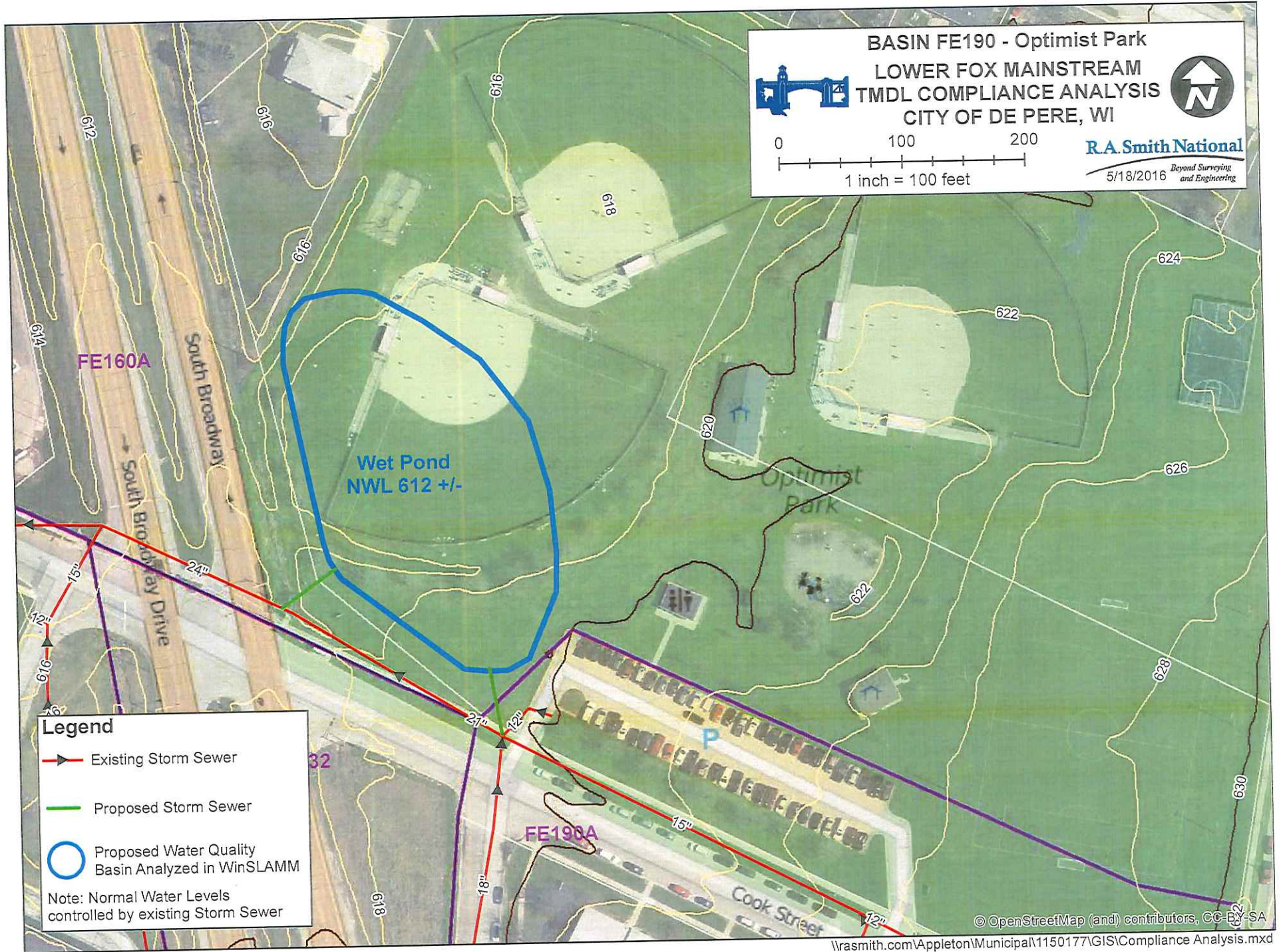




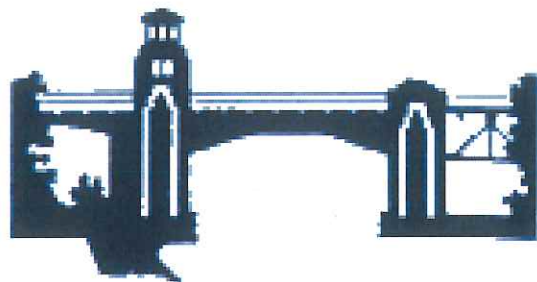








City of De Pere



STORM WATER MANAGEMENT REPORT PRESENTATION

January 9, 2017



2015 Stormwater Management Planning City of De Pere, WI

October 21, 2016

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

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

Introduction

The City of De Pere received a new MS4 permit in 2014. The permit included requirements for the City to meet Total Maximum Daily Load (TMDL) allocations in the Lower Fox River basin. These requirements include reductions in Total Suspended Solids (TSS) and Total Phosphorous (TP). In addition, the permit required a stormwater pollution prevention plan (SWPPP) be prepared for the De Pere Municipal Services Facility.

The City most recently evaluated stormwater pollutant loadings and developed a stormwater management plan in 2008, which examined only TSS. Therefore, additional analysis and planning were needed to identify the current pollutant loadings and develop a long-term plan for the City to achieve the TMDL allocations.

As a requirement of the MS4 permit, the City has an ongoing program to detect and eliminate illicit discharges at storm outfalls to the three watersheds; Fox River, Ashwaubenon Creek, and East River. Field screening for illicit discharges needed to be performed at the City's major storm outfalls in 2015-2016.

This report documents the efforts by City of De Pere and R.A. Smith National staff in 2015 and 2016 to accomplish the following:

- Update the City's stormwater quality model for existing conditions
- Create a long-term plan for meeting TMDL requirements
- Prepare a stormwater pollution prevention plan for the City's Municipal Services Facility
- Field screening at all City-owned major storm outfalls

Maps provided in the appendices may not be fully legible at the report scale. These maps have also been separately provided to City at full scale.

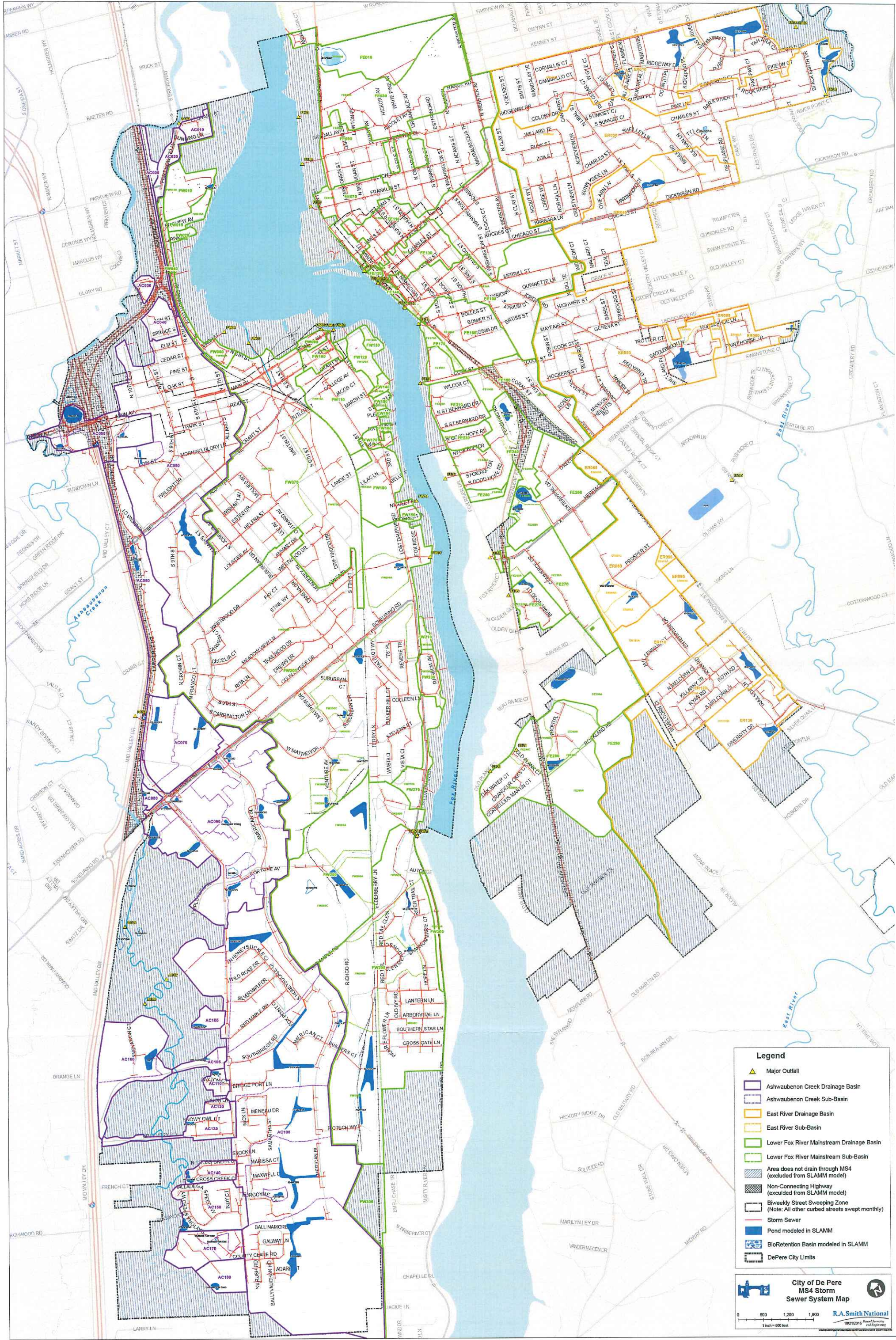
Model Update

The WinSLAMM model from the 2008 De Pere analysis was used as the starting point for this study. The model was converted to the latest WinSLAMM version 10.1.6. The model updates included the following:

- Created separate models for each subbasin within the three watersheds of the City
- Revised subbasin boundaries based on latest topographic data and sewer system mapping
- Revised model area to exclude non-connecting highway areas and areas not draining through the City MS4 system
- Utilized latest zoning data with standard WinSLAMM land use files
- Developed explicit input data for each management practice

Additional data on each facility was required to represent the existing management facilities in the model. The available data was reviewed and additional necessary data were identified by R.A. Smith National staff. City of De Pere staff gathered and provided the additional data needed to model each stormwater facility.

Appendix A contains an updated MS4 storm sewer system map, and a map showing WinSLAMM modeling areas, as well as watershed boundaries and areas tributary to existing stormwater management practices.



Existing Conditions Modeling Results

With the updated model, pollutant loadings were calculated for existing conditions and summarized by watershed for comparison to the TMDL allocations, which are unique to each river reach and watershed. The existing condition modeling results for the City are presented in Table 2.

TABLE 2 - MODELING RESULTS FOR EXISTING CONDITIONS

Basin	Ashwaubenon Creek	East River	Lower Fox River Mainstem	Total
Area (acres)	1,592	1,253	3,009	5,854
Total Phosphorus No Controls (pounds/year)	987	728	1,838	3,553
TP With Controls (pounds/year)	379	198	1,283	1,860
Percent TP Reduction	61.6%	72.8%	30.2%	47.7%
TMDL Required Percent Phosphorus Reduction	40.5%	40.5%	40.5%	NA
Additional TP Removal Required (pounds/year)	(209)	(235)	189	NA
Total Suspended Solids No Controls (pounds/year)	514,581	321,619	866,773	1,702,973
TSS With Controls (pounds/year)	181,261	85,223	541,590	808,074
Percent TSS Reduction	64.8%	73.5%	37.5%	52.5%
TMDL Required Percent TSS Reduction	52.0%	52.0%	72.2%	NA
Additional TSS Removal Required (pounds/year)	(65,738)	(69,154)	300,280	NA

The modeling results indicate that additional stormwater management facilities are not needed in the East River or Ashwaubenon Creek watersheds. However, significant additional stormwater treatment is needed in the Lower Fox River watershed to comply with the TMDL allocation requirements.

Appendix B contains two maps showing the results of the TSS modeling for each subbasin in WinSLAMM. One map shows the level of TSS generated, in pounds per acre, and the second map shows the level of TSS discharged, in pounds per acre. The results on the second map reflect the effectiveness of the existing stormwater management facilities.

Stormwater Management Plan to Meet TMDL Requirements

Based on the results of the existing conditions evaluation, alternative means for meeting the TMDL requirements were discussed with the City staff. We discussed the potential for pollutant trading between the Ashwaubenon Creek and East River watersheds, where current pollutant reductions exceed the requirements, and the Lower Fox River, where additional reductions are needed. The primary obstacle to such trading is that Ashwaubenon Creek and East River discharge into the Fox River downstream of the reach of the Fox River where the additional pollutant reductions are needed. The Fox River reach within the City of De Pere does not benefit from the “cleaner” discharge from Ashwaubenon Creek and East River. The pollutant trading system



City of De Pere

DE PERE STORM WATER MANAGEMENT REPORT LONG TERM RECOMMEDATIONS

Pages 5 thru 7 identify and discuss several options for meeting WDNR required TP and TSS reductions. These options include:

- Pollutant Trading Between Basins
- Construction of Additional Facilities
- Inclusion of Storm Water Upgrades in Roadway Design and Construction
- More Restrictive Controls on Redevelopment

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established by WDNR would allow a very small credit toward the Lower Fox River requirements and therefore the effort expended to go through the trading process would outweigh the benefits to be gained at this time.

We also discussed potential locations for additional stormwater management facilities and identified twelve sites where additional TSS and TP reductions could possibly be achieved. Of these sites, four were considered infeasible due to contaminated ground conditions or conflicting land use plans. The other eight sites are summarized in Table 3 and individually illustrated on maps in Appendix C.

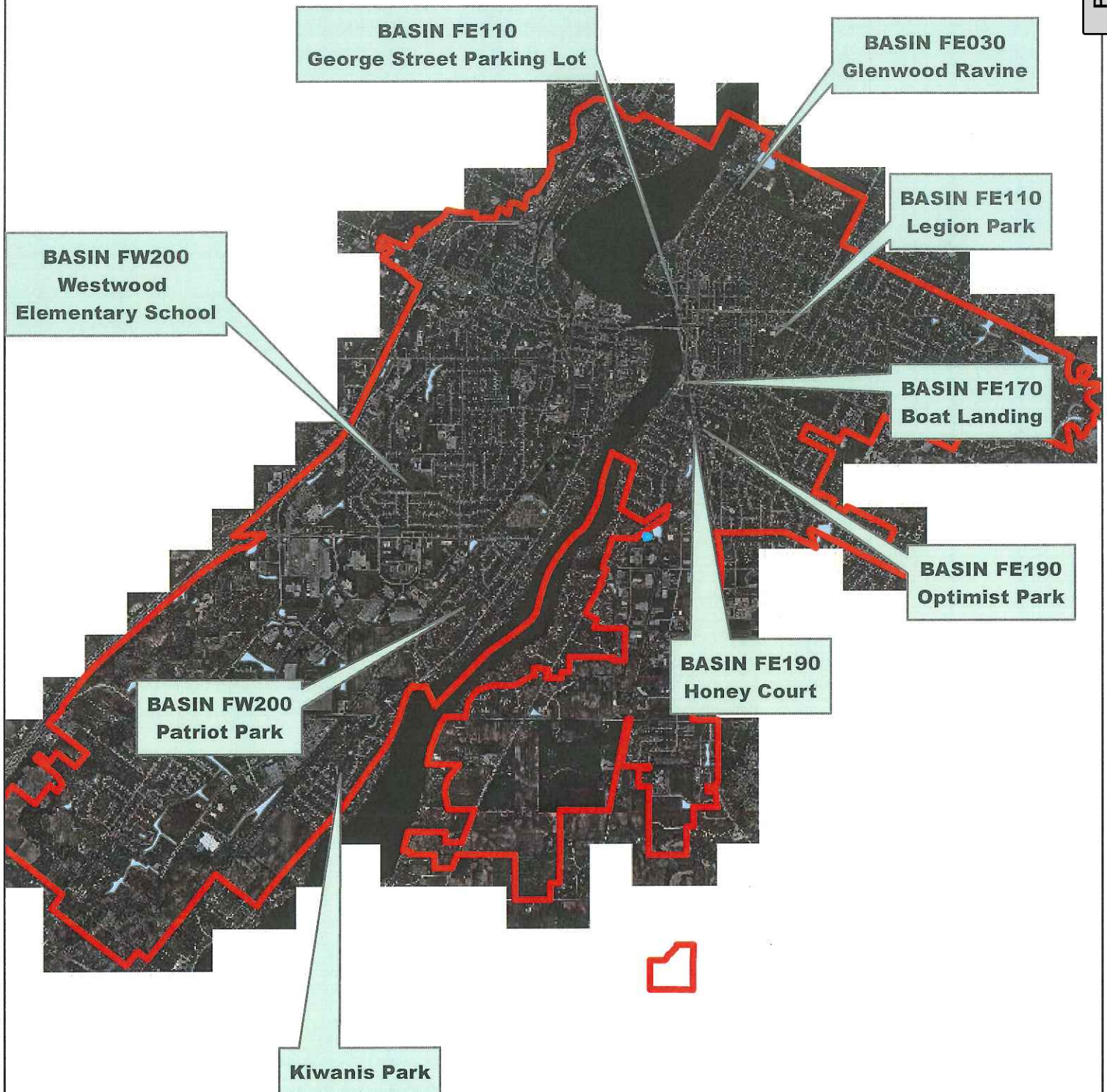
Estimates of the cost to construct each facility were based on conceptual design and unit costs representative of the current construction climate in De Pere. These estimates are opinions of probable construction cost and are subject to change as the design is refined. Costs do not include land acquisition or easements.

TABLE 3 - POTENTIAL STORMWATER MANAGEMENT FACILITIES

Subbasin	Description	Tributary Area (acres)	Size (surface area)	Anticipated TSS Reduction (%)	Anticipated TSS Removal (pounds/year)	Estimated Construction Cost
FE030	Wet Pond Glenwood Ravine	106.4	1.25 acre	88.2%	20,650	\$650,000
FE110A1	Wet Pond Legion Park West	29.8	0.25 acre	66.4%	3,793	\$250,000
FE110A2	Underground Storage Legion Park	32.3	0.25 acre	65.4%	8,009	\$750,000
FE110B	Underground Storage George St. Parking	137.2	0.35 acre	47.2%	11,084	\$1,050,000
FE170A2	Underground Storage Boat Landing	9.9	0.05 acre	51.5%	973	\$150,000
FE190C	Wet Pond Optimist Park	48.8	1.0 acre	87.5%	7,559	\$550,000
FE190B	Wet Pond Honey Court	9.3	0.25 acres	78.9%	2,294	\$250,000
FW200B2	Wet Pond Westwood Elementary	106.3	1.0 acre	87.6%	18,305	\$550,000
FW200H	Wet Pond Patriot Park	27.1	0.7 acres	90.6%	3,909	\$385,000
FW010A	Outlet Modifications Pond I9-FR59U6	25.1	Add 4" orifice to 24" pipe	87.6%	465	\$10,000
FW300	Wet Pond Industrial Park	120.7	--	82.4%	23,326	--
TOTAL						\$4,595,000

As shown in Table 2, the TSS removal in the Lower Fox River basin needed for the City of De Pere to meet the TMDL allocations is 300,280 pounds per year. The potential facilities identified in Table 3 would provide approximately 95,416 pounds per year of TSS reduction and 241 pounds per year of TP reductions in the discharge to the Lower Fox River. As shown in Table 4, this leaves a balance of 204,864 pounds per year of TSS reduction required to achieve the TMDL allocations. No further reductions in TP would be needed.

6.b

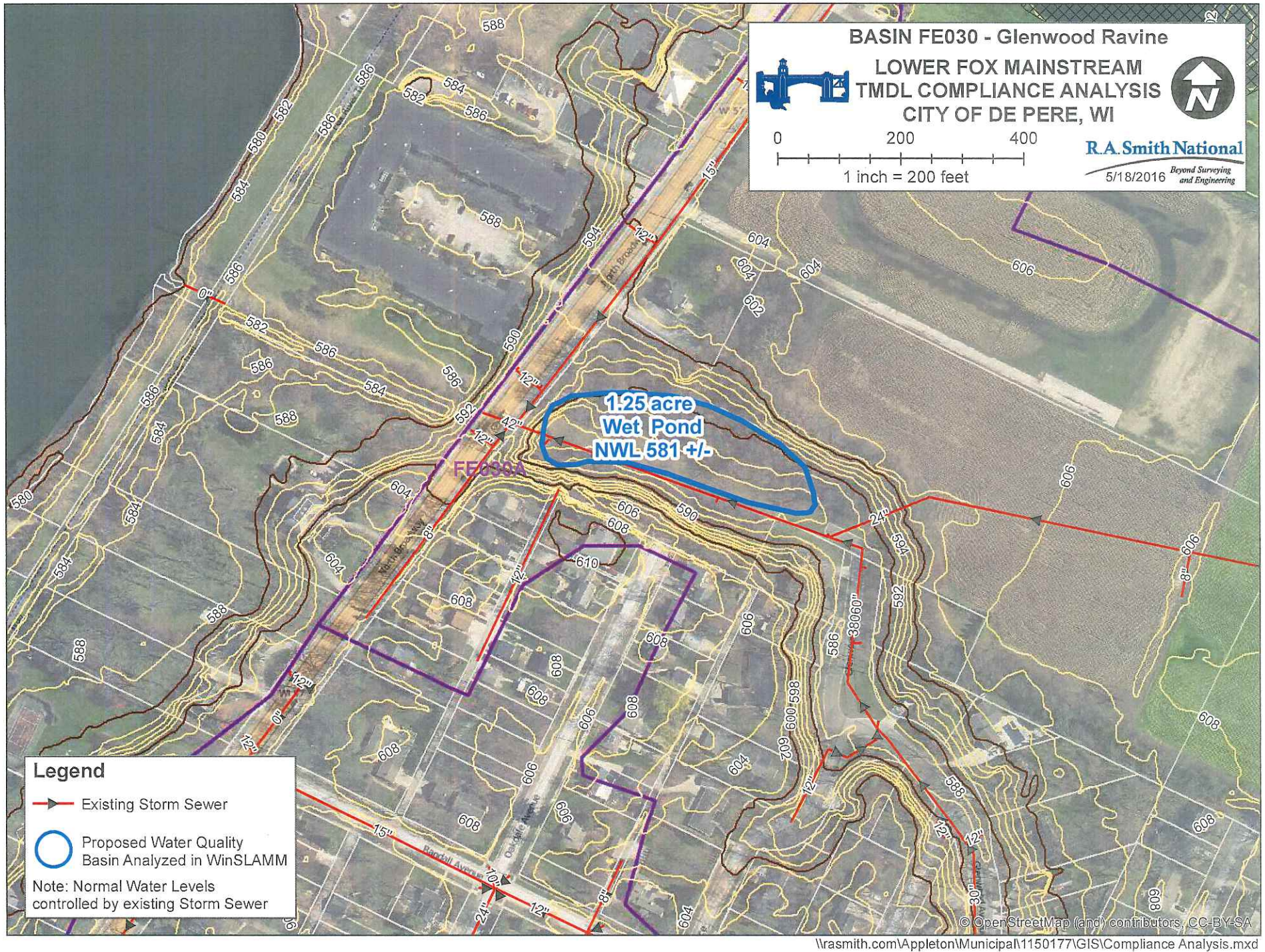


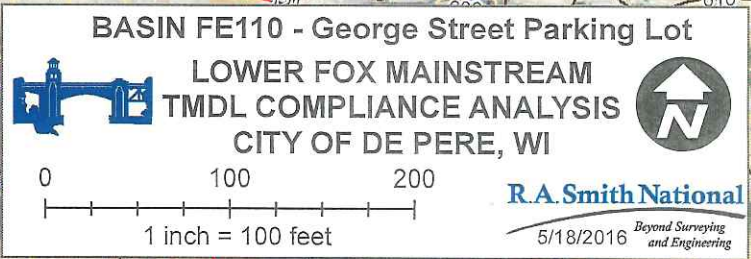
Stormwater Management Planning City of De Pere, Wi

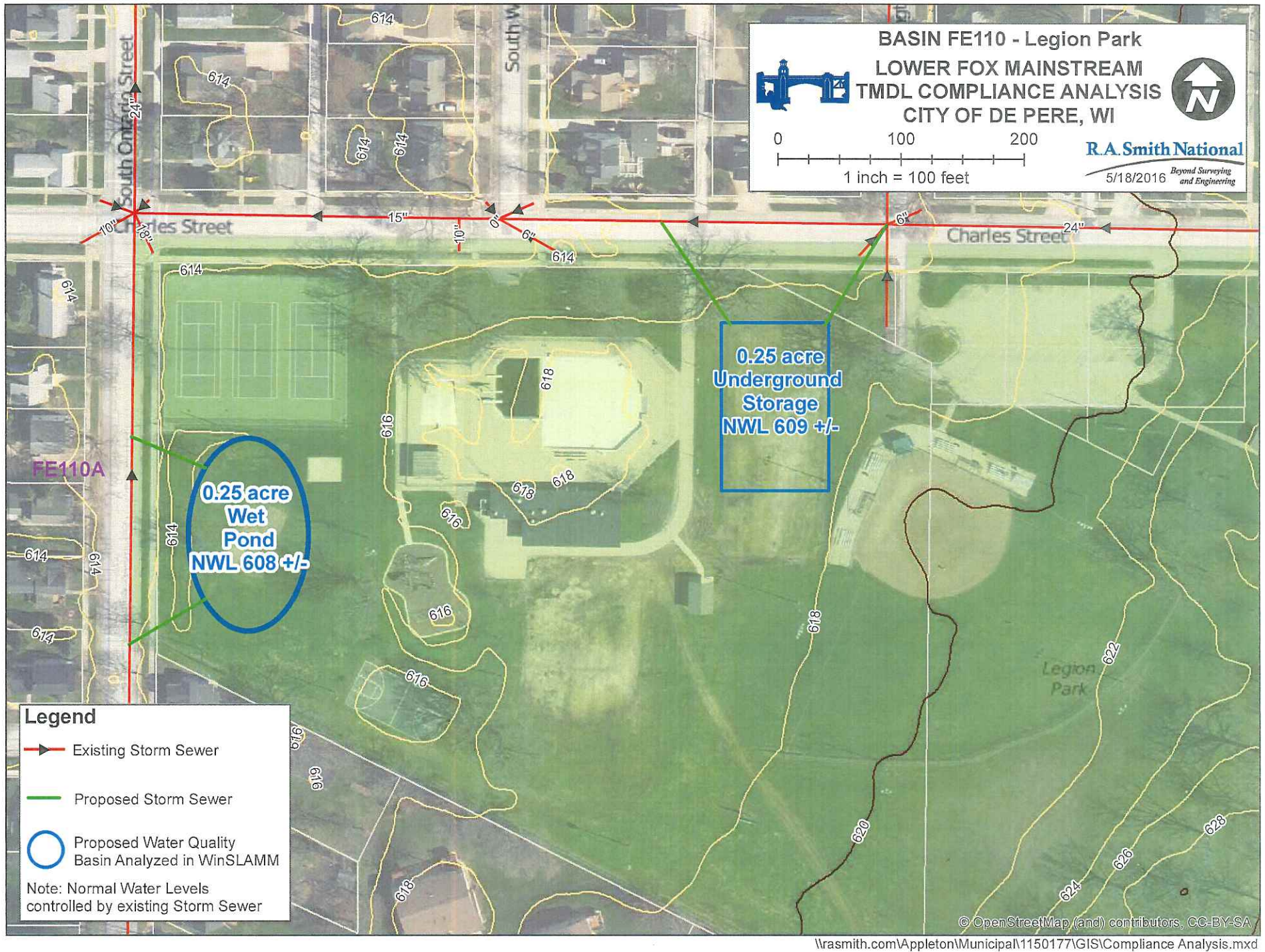


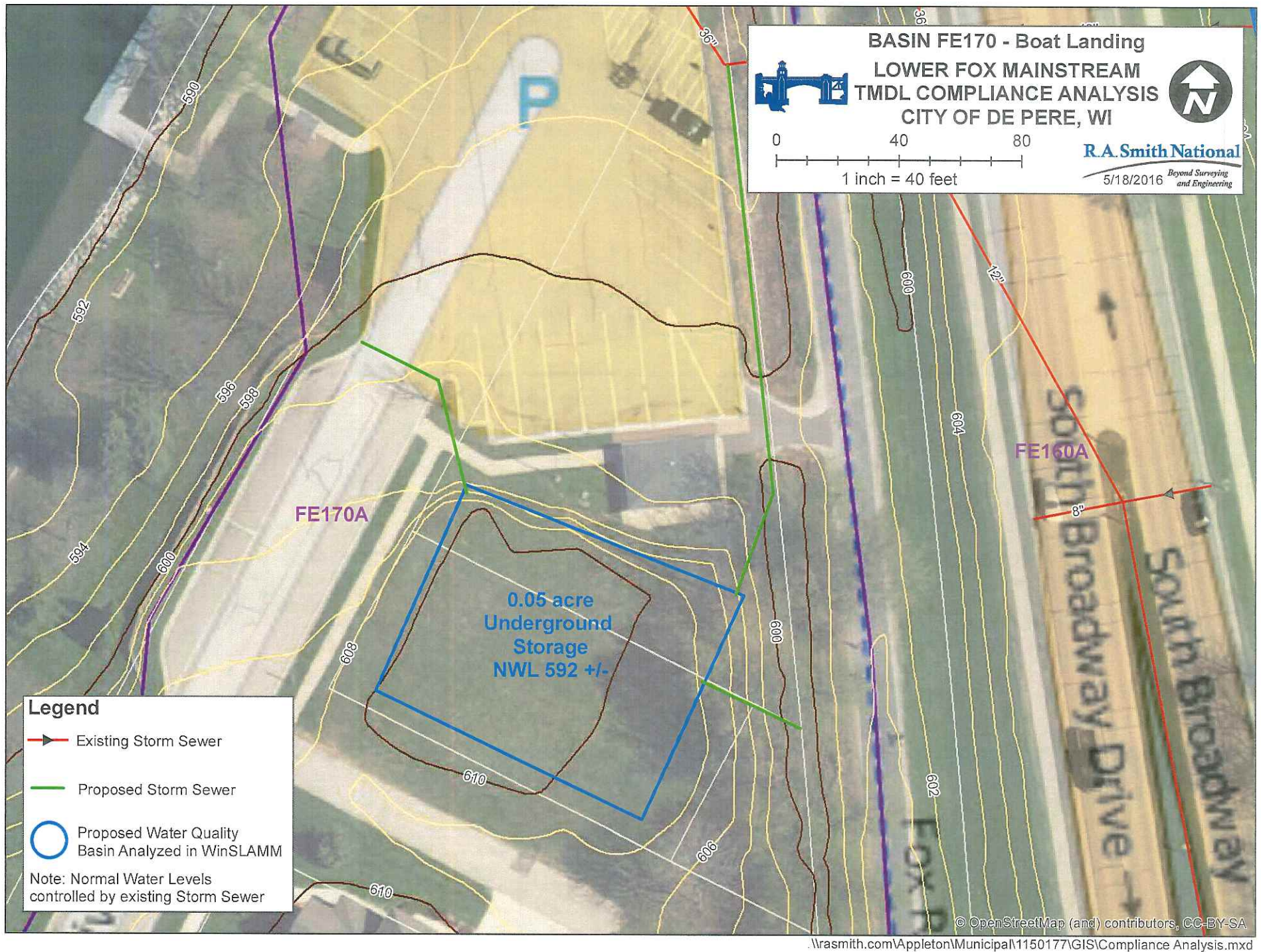
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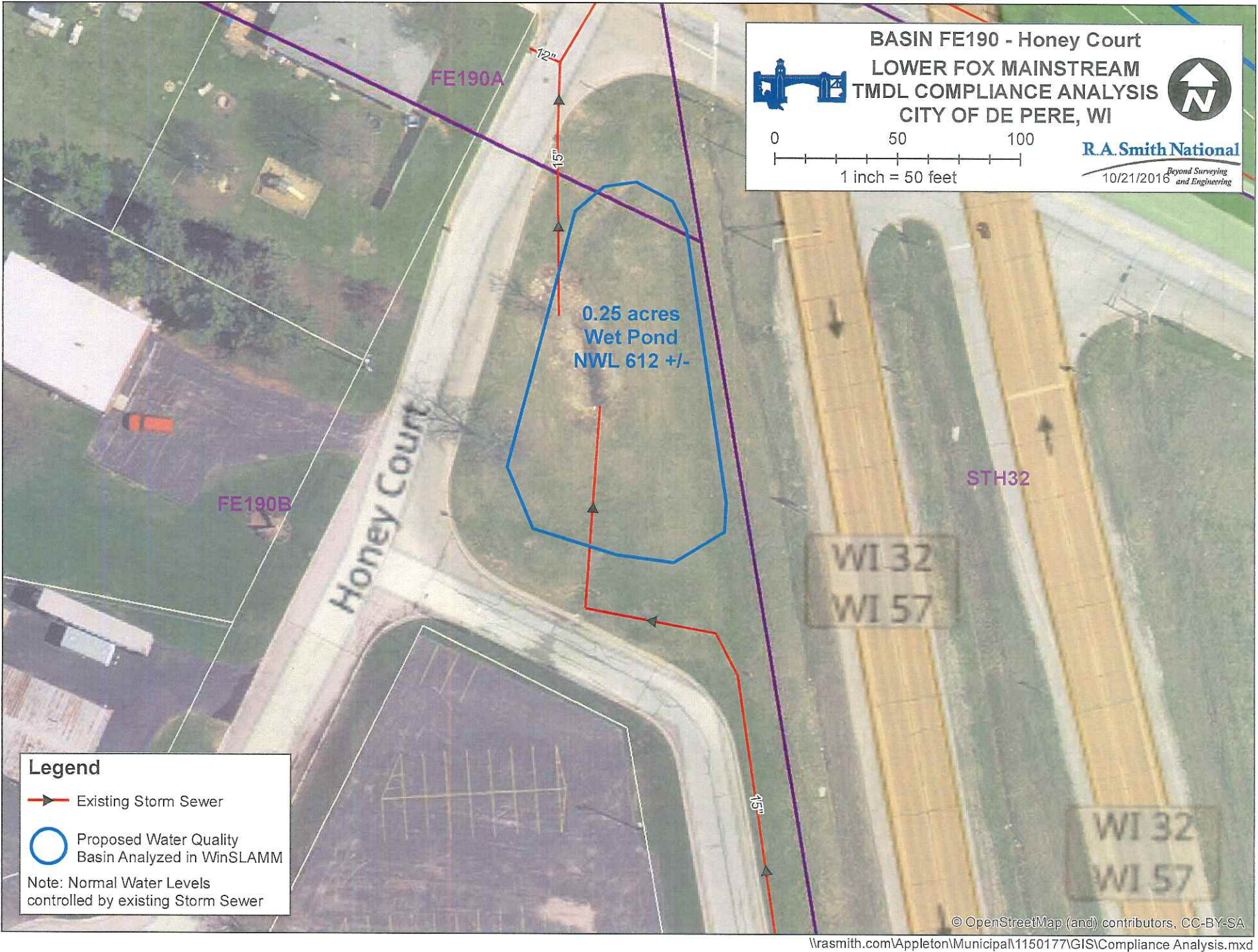
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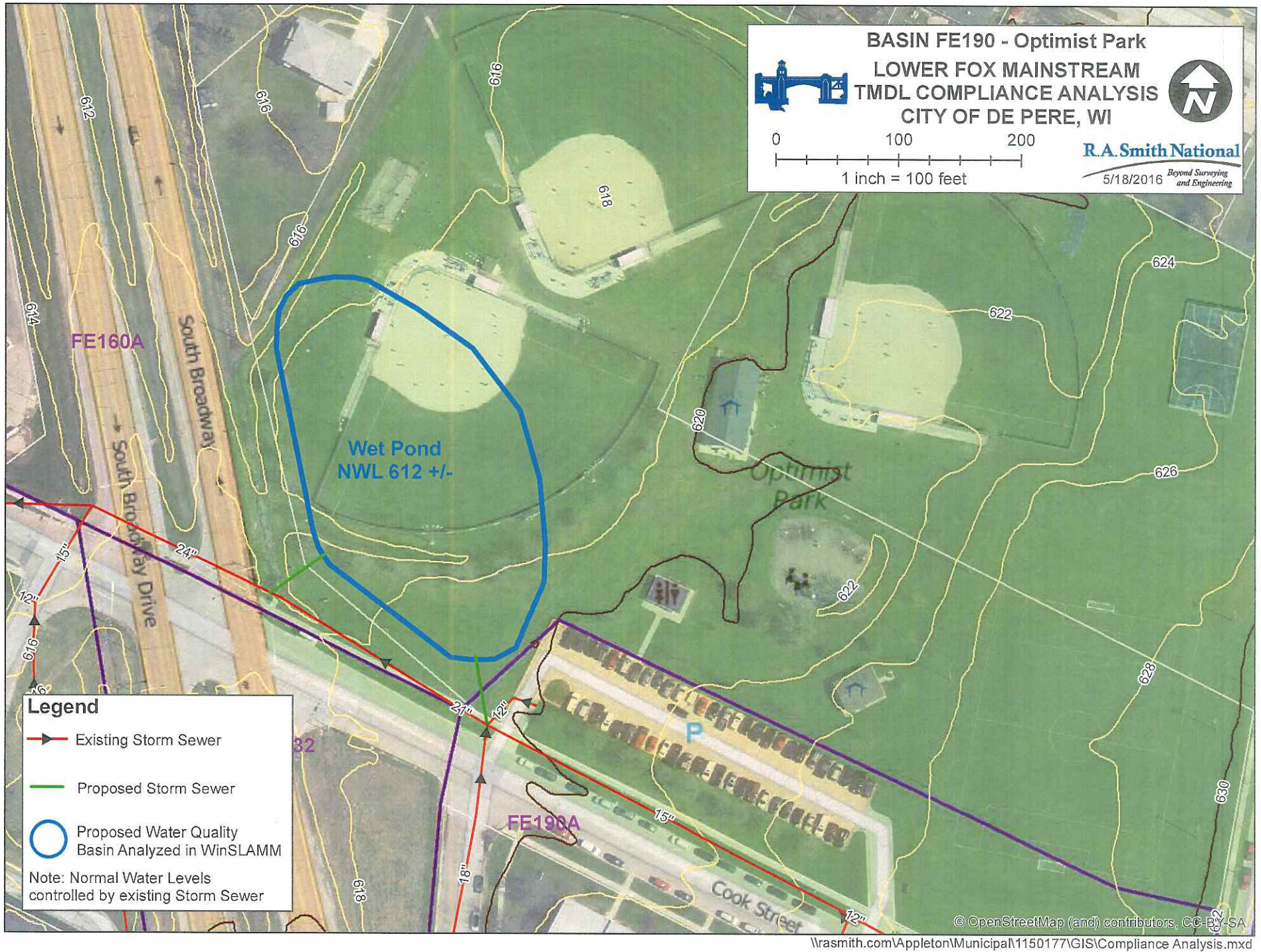


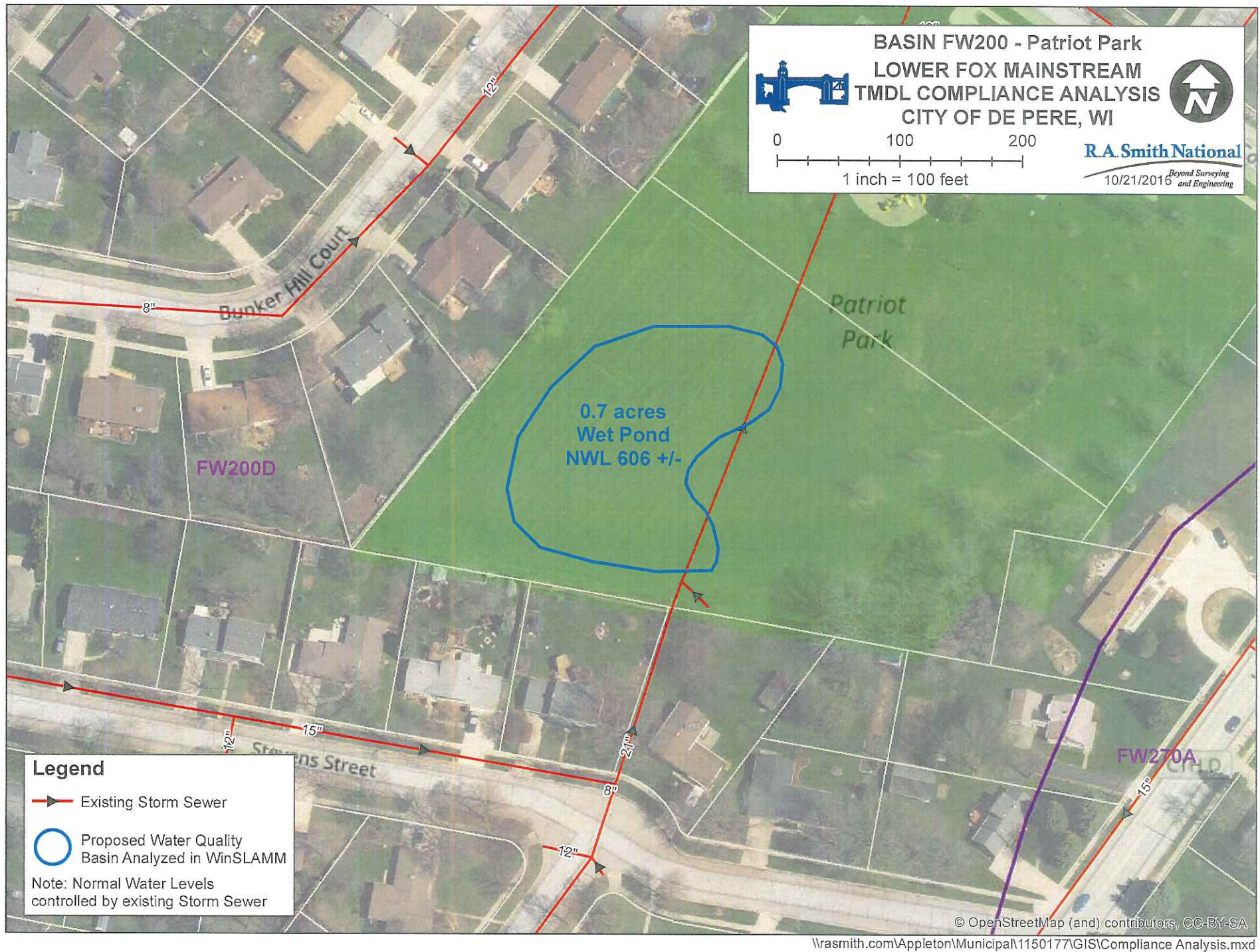












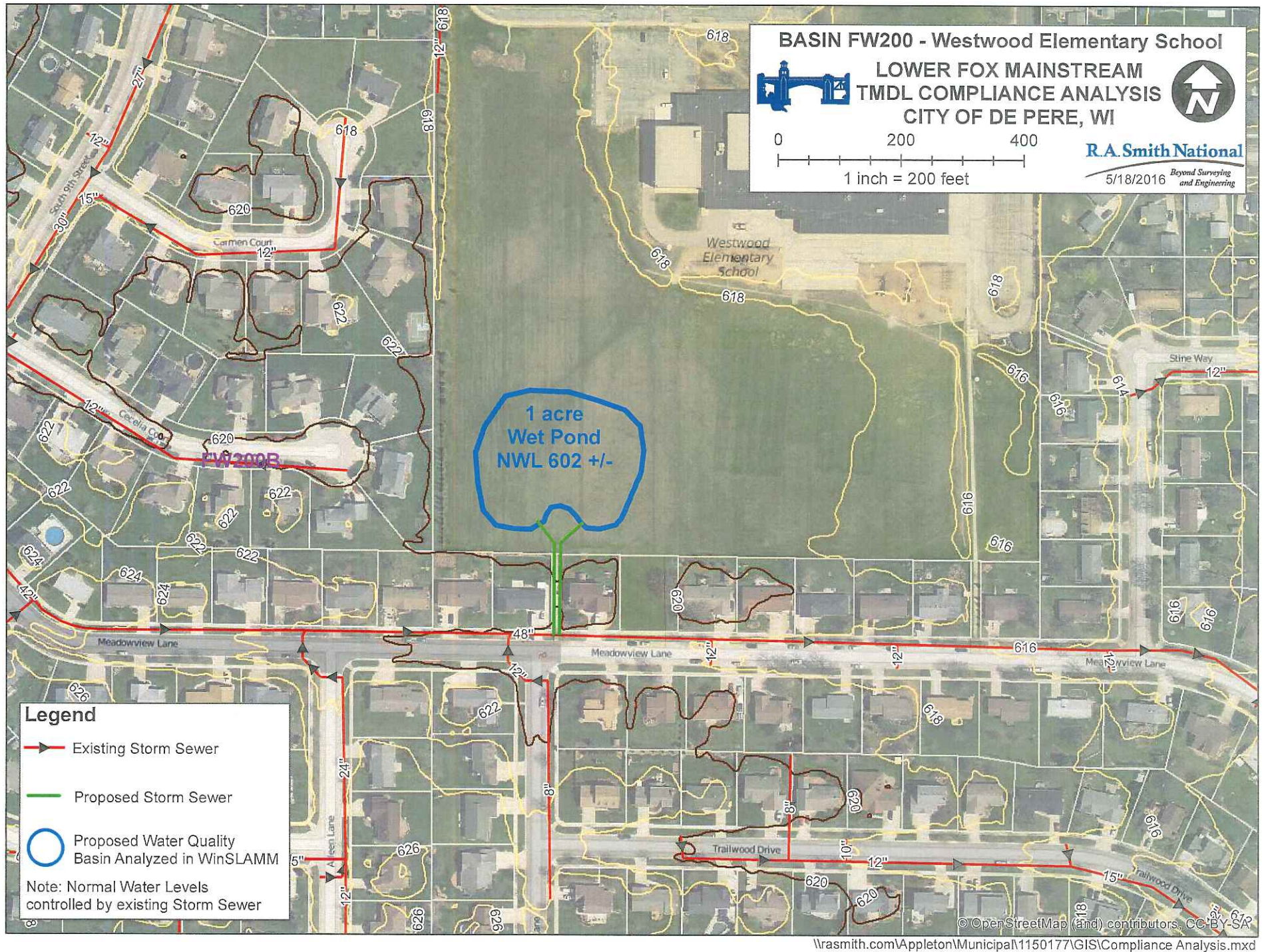


TABLE 4 - LOWER FOX RIVER POLLUTANT LOAD COMPARISON

	Existing Conditions	With Potential Facilities (Table 3)	Difference
Total Phosphorus No Controls (pounds/year)	1,838.2	1,870.9	33
TP With Controls (pounds/year)	1,283.2	1,061.8	(221)
Percent TP Reduction	30.2%	43.2%	--
TMDL Required Percent Phosphorus Reduction	40.5%	40.5%	--
Additional TP Removal Required (pounds/year)	189.4	(51.4)	(241)
Total Suspended Solids No Controls (pounds/year)	866,773	877,774	11,000
TSS With Controls (pounds/year)	541,590	449,236	(92,354)
Percent TSS Reduction	37.5%	48.8%	--
TMDL Required Percent TSS Reduction	72.2%	72.2%	--
Additional TSS Removal Required (pounds/year)	300,280	204,864	(95,416)

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City of De Pere

DE PERE STORM WATER MANAGEMENT FUTURE ACTIONS

Staff is continuing to identify other storm water management facilities that could be constructed in the Lower Fox River Basin to attain additional TSS reductions. In the short term, staff will need to determine practices to be used to meet the TMDL restrictions. The practices with details on how they will be incorporated will need to be included in the plan. This will need to be presented to the WDNR. Options to be considered include:

- Additional public storm water management facilities that could be constructed in the Lower Fox River Basin.
- Potential storm water management systems that can be included in street reconstructions.
- Regulatory changes that may make pollutant/nutrient trading between drainage basins (Ashwaubenon Creek and East River Basin to the Fox River Basin) more viable.
- Construction of private storm water management facilities that are constructed as part of redevelopment projects (This may require an ordinance update.).
- Pollutant/nutrient trading with agricultural or other entities outside of the City.

Staff will be bringing recommendations back to the Board in the future identifying which of the practices or combination of items identified above that should be incorporated to meet WDNR mandated reductions.

The storm water management plan will be monitored and updated on a regular basis. Staff will begin to incorporate the construction of facilities identified in the report and potential new facilities such as a pond at Kiwanis Park to treat existing residential development in the capital improvements program.



City of De Pere

Action Item Recommendations/Closing

The main intent of this is to bring the Board up to date on the City's storm water management plan and identify future action items required to meet WDNR mandated TP and TSS reductions. Staff is requesting input from the Board on whether this should be forwarded to Council.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 17, 2017

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation from Finance and Personnel Committee for Police Department to Participate in Brown County Click it or Ticket and Speed Task Force 2017.

At the January 10, 2017, Finance and Personnel Committee meeting, the committee recommended the police department participate in the following:

The De Pere police department is seeking authority to participate in the 2017 Click it or Ticket (CIOT) and Speed Task Force grant mobilized in Brown County. Other agencies participating in the CIOT/Speed Task Force are Green Bay PD, Brown Co. Sheriff Office, Ashwaubenon Public Safety and Hobart/Lawrence PD.

There are 55 deployments scheduled for the fiscal year (Nov 2016 through Oct 2017) with about 5 deployments per month. De Pere would be in the schedule about once per month, but the schedule is subject to change based on an identified greater need. Each deployment would be four (4) hours.

The grant is worth \$125,000 total and is divided up to the participating agencies based on the number of officers working each deployment. De Pere PD would have 1 to 2 officers work per deployment. We would be required to match the grant money received by 25%, not through actual fund expenditures, but through soft matches such as administrative time used to process paperwork, vehicles mileage and maintenance costs, and regularly assigned traffic duties, etc.

In recent years the police department has participated in such deployments and we again are seeking inclusion in this task force.

Please contact me or Captain Chad Opicka if you have any questions about this task force or the assignments.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 17, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Recommendation from Finance/Personnel Committee to complete a property appraisal for Parcel ED-881 for New Leaf Market Cooperative.

On Tuesday, January 10, the Finance/Personnel Committee voted 4-0 to approve the property appraisal request for Parcel ED-881. As a follow up to the meeting discussion, staff began reaching out to other Downtown stakeholders that were not part of the cross access easement agreement to inquire about the potential loss of parking stalls. We will have more to report on the efforts of this outreach at the Council meeting. The appraisal is recommended to be awarded to Weiler Appraisal in the amount of \$1,200.

ATTACHMENTS:

- FP Memo January 2016 (PDF)

City of De Pere MEMORANDUM



To: City of De Pere Finance and Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: January 10, 2017

RE: **Property Appraisal Request – New Leaf Market Cooperative – Parcel ED 881**

Request Summary

New Leaf has requested to acquire part of a City owned parking lot in order to construct a building expansion for their grocery store, the New Leaf Market Cooperative. An appraisal is necessary in order to determine market value of the parcel.

Project History

In the fall of 2015, the City of De Pere applied for a WEDC Community Development Investment Grant on behalf of New Leaf Market Cooperative in order to facilitate the development of a downtown grocery store. In June of 2016, WEDC awarded a \$250,000 grant to New Leaf in order to pursue the project.

New Leaf originally planned to lease space in the 310 N Wisconsin building (the shopping center immediately north of Shopko). The building was sold during the grant review period, which made leasing the space unfeasible. New Leaf representatives then worked on an alternative plan in order to remain in Downtown De Pere. On December 2, 2016, they reached an agreement on an offer to purchase the currently vacant, two-story building located at 320 N. Wisconsin Street.

The floorplate of the existing building is not large enough to accommodate the space needed for the New Leaf Market cooperative. New Leaf representatives approached the City with a request to acquire a portion of the parking lot located just north of the building, parcel ED-881. They propose to expand the 320 N. Wisconsin building in order to provide adequate space for the grocery store.

The revised project scope has a number of benefits including a desirable location in downtown De Pere as well as property ownership, which provides collateral for the necessary financing. However, the new location has also increased the project scope and budget.

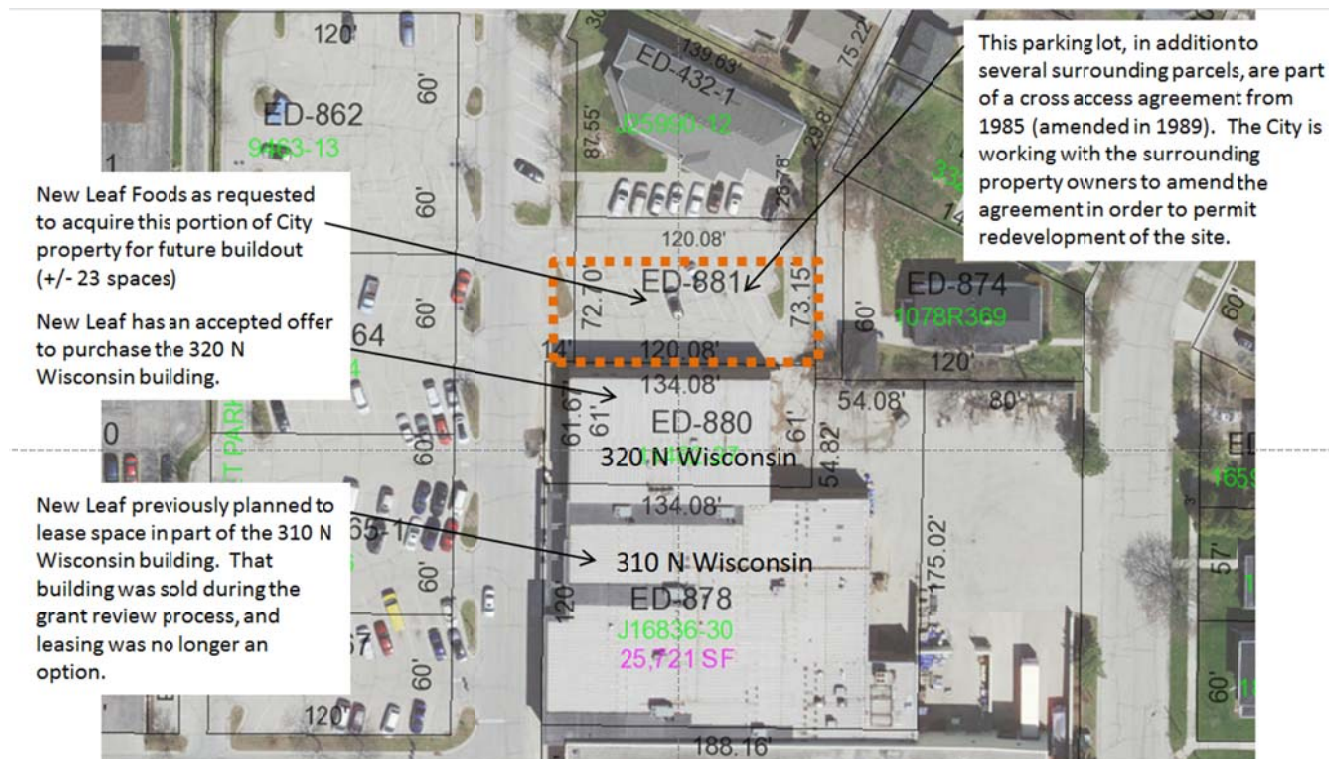
While the New Leaf project has not required any City approvals in the last year, their members have been busy preparing for project implementation. The attachments to this memo provide a progress report from the past year as well as a proposed timeline.

The New Leaf Market Cooperative project aligns with the Downtown Master Plan in a number of ways, including:

- Survey participants listed a grocery store as the #1 desired business in Downtown De Pere.
- The project would increase business and private investment by occupying and expanding an existing vacant building.

Attachment: FP Memo January 2016 (5445 : ED-881- Property Appraisal Request for New Leaf)

- Converting a municipal owned parking lot into a building will increase the tax base in TID #7.
- Adding a grocery store, particularly one that focuses on locally accessible and organic products, will capitalize on a growing downtown De Pere key business niche of high quality food related establishments that range from restaurants to specialty shops to catering.



Downtown Parking

Parcel ED-881 currently functions as a municipal owned parking lot and provides 23 long-term parking spaces in Downtown De Pere. These spaces are currently underutilized, but the adjacent 2-story building is also vacant.

The Downtown Master Plan encourages urban redevelopment of many sites but also notes the importance of parking to a successful business district. The plan notes that 'parking should be adequate in supply and convenient to use, without dominating the urban fabric and character of Downtown.' Based on the abundance of existing parking in this specific geographical area, combined with the usage patterns, we believe that redeveloping parcel ED-881 will not have a significant detrimental effect to existing parking patterns.

Cross Easement Agreement

The parcel is part of a cross easement agreement between the City of De Pere and the owners of Shopko, 310 N. Wisconsin and 320 N. Wisconsin. The agreement includes a site plan that designates parcel ED-881 as a parking lot. This easement agreement must be amended to remove that requirement before the property can be redeveloped. Staff reached out to affected property owners, and provided a draft revised easement agreement. All parties have been verbally supportive of the request to amend the agreement and their respective legal counsels are currently reviewing the documents.

Next Steps

Consideration of a property appraisal is one of many municipal approvals necessary in order to complete the New Leaf Market Co Op. Here is an abbreviated list of other City reviews:

Phase 1 –LAND ACQUISITION

- Cross Easement Amendment
- Property Appraisal
- Certified Survey Map – if property lines are modified
- Sales Agreement/Purchase Option/Development Agreement

Phase 2 - FINANCING

- Revolving Loan Fund Request and Terms
- Loan Documents

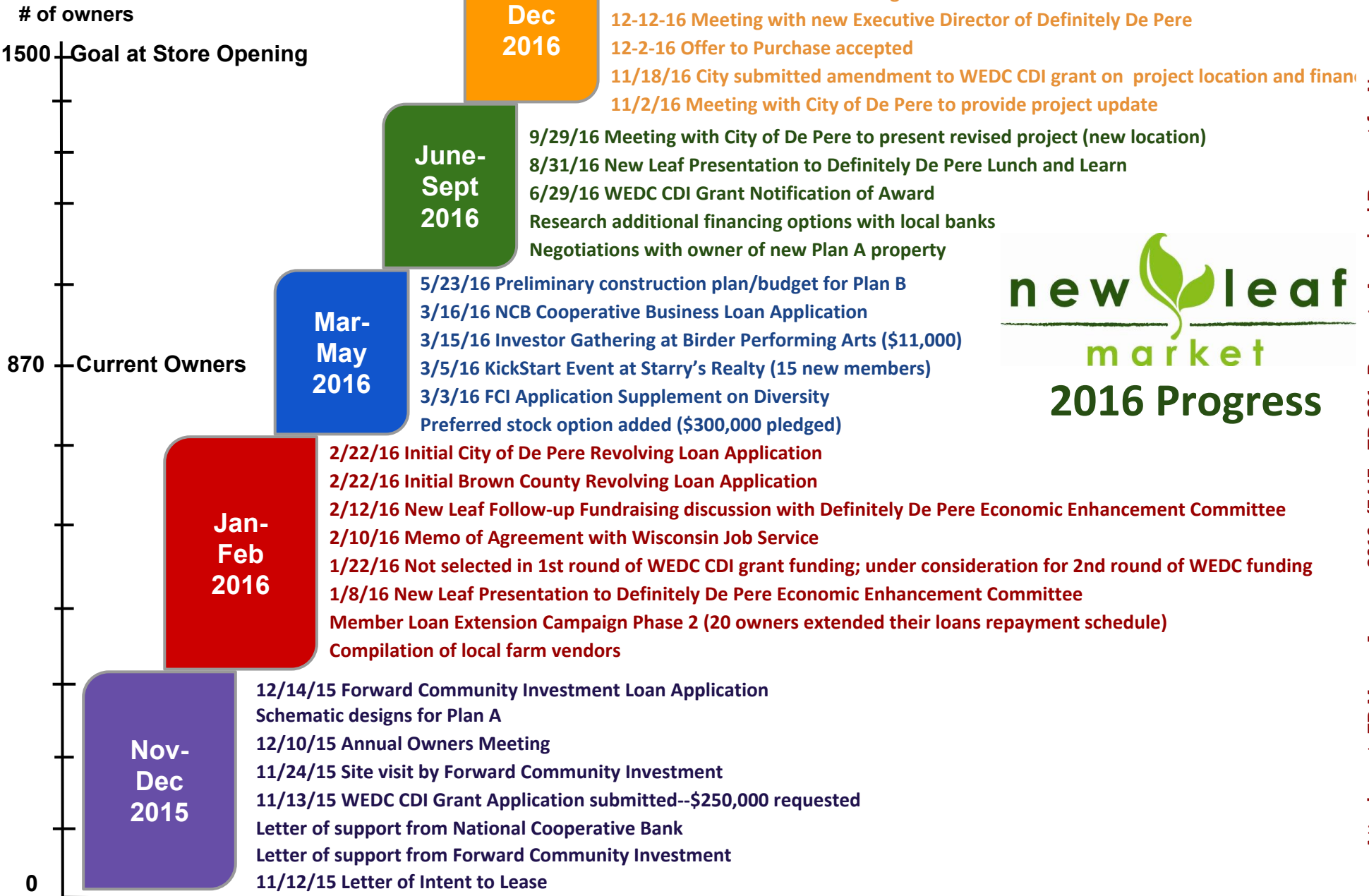
Phase 3 - PLANNING AND PERMITTING

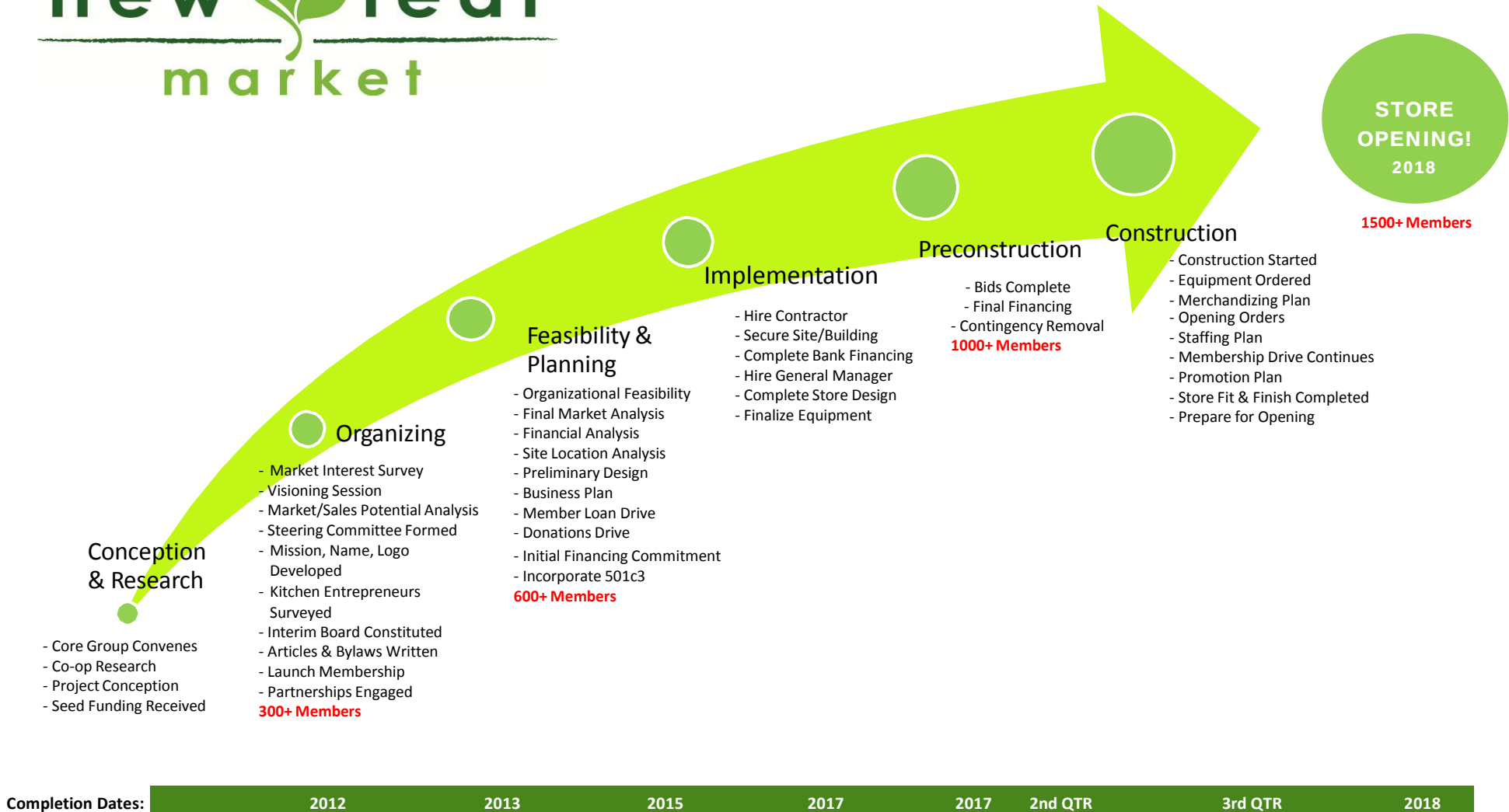
- Site Plan
- Building and Health Permits

Budget Impact

At the drafting of this memo, staff received two of three requested quotes for the appraisal (\$1,200 and \$2,000). A 3-5 week timeframe is expected for appraisal completion. Funds for the appraisal are proposed to come from the Economic Development/Planning Consulting Budget.

The Common Council will also review this item. If you have any questions about this item prior to the meeting, feel free contact me.





City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: January 17, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from the Finance & Personnel Committee to move the Training & Safety Officer into the interim Assistant Fire Chief position.

ATTACHMENTS:

- ASST CHIEF VACANCY (PDF)

Memo



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

From: Alan Matzke, Fire Chief *AEW*

Date: December 28, 2016

Re: Assistant Chief Vacancy

****Note**** At the January 10, 2017 Finance & Personnel Committee Meeting, the question was posed as to whether the position would be salary? The permanent position is a salary position and I assume the interim would be as well; however, upon further review by the Human Resource Director Shannon Metzler, the interim position would not meet the salary criteria; therefore, the position would be hourly.

The Fire Department would like to request the support and approval of the Finance & Personnel Committee to fill the Assistant Chief position on an interim basis until the recruitment and appointment of the position can be completed.

Emergency preparedness and emergency response remain the number one objectives of the organization. In addition, the Fire Department is currently underway with several major projects that are vital to the operational efficiency to the organization. We have begun a transition to a new records management system (RMS) and the implementation of the system is incremental. We are currently using the new system for ambulance and fire reporting and hope to begin to track occupancies, training, maintenance and daily scheduling of staff. With each incremental step, we have to evaluate the process, educate and implement. The process to transfer all of our records management will take the next six to twelve months.

The organization is in the process of a complete evaluation and update of all department policies and Standard Operating Guidelines (SOG's). The organization has endured three leadership changes in the past four-years and is in need of clearly defined expectations and operational standards supported by supervision. Strategic organizational goals need to be defined, developed and implemented. The department has multiple versions of SOG's in place and there has been very little SOG training and limited communication on objectives and goals causing staff to interpret the department direction differently. The Assistant Chief is instrumental in achieving the daily progress of such an endeavor.

The role of a Chief Officer responding to an emergency scene is imperative. These events are low frequency, very high risk and present a significant human and fiscal risk to the organization and community. Best practice suggests a Chief Officer respond to every report of a working structure fire, as well as a multi-vehicle and/or multi-patient motor vehicle collision. If an event is escalating, the Chief Officer will begin to assist in a role within the National Incident Management System (NIMS). If the event is no longer escalating, then the role of Chief Officer is to provide oversight and supervision to assure policy and procedures are being followed and that the expectation of the public we serve is met.

Immediate concerns arising from our customers can be addressed immediately to help improve customer satisfaction and organizational image.

Training is the number two objective of our organization, as it supports and facilitates emergency preparedness and emergency response. The organization has been very aggressive in the area of training since you approved the addition of a part-time Fire Training & Safety Officer (TSO) in October, 2015.

The October 7, 2015 Memo from Chief Rubin stated, "About fifteen (15) years ago, the full-time training chief's position was abolished during financially stressful times for our City. Since the termination of the Chief Training Officer's position, the department has fallen behind in fire, rescue and hazardous materials training requirements. There is no overall training plan or even an enterprise vision at this point in time without having a staff training officer focusing on this requirement."

With the addition of the TSO, the organization is developing a bi-annual training plan that meets or exceeds standards. The development of the curricula is the key to attempt to address staff requests to achieve consistency and job specific training. Curricula development has dominated allotted time for the TSO and rendered the TSO unable to participate in delivery of education. To assist with education delivery, the department developed a field training program, where Firefighters stepped up to assist with training responsibilities within the department. All training that has occurred during this time is documented. The department organized and participated in multiple training sessions with neighboring departments including; Ashwaubenon, Ledgeview, Lawrence, Bellevue and for the first time in the history of our departments, we trained with Greenleaf and Morrison.

The success of a fire organization is directly related to the success of its training and we have made great progress, but there is much left to complete. The training curricula are developed as we work through the bi-annual programs and we are only half done. The success and momentum of our training efforts need to be supported by the Assistant Chief position.

I am concerned about my ability to be successful in moving the department forward with the absence of administrative help. I have based this request on the potential of six months of interim service.

I could recommend transitioning a Captain into the role of interim Assistant Chief. This option would cost approximately \$9,280. It is advantageous to seek the assistance from the next level supervisory category, as they should have the highest level of expertise to assist in the role of Assistant Chief. The disadvantage would be the impact to the overall operation. The Captains long-term programs and

responsibilities would have to be supported and managed by a Lieutenant and consistently the program and responsibilities of the Lieutenant would have to be supported and managed by a Firefighter. The overtime impact is dependent upon several factors; including, but not limited to sick leave, FMLA, department activities. This option would require a Captain to be willing to accept the challenge, as well as negotiations with International Association of Fire Fighters Local 141 Union to allow the Captain to leave the union for the duration of the interim appointment.

I could also recommend transitioning the part-time TSO into the role of Assistant Chief. The hourly rate of this position is \$15 and he currently works ten hours per week. To assume additional responsibilities, the current TSO would like to be compensated \$25 per hour for the additional thirty hours per week. This option would cost approximately \$22,620.

Both options require no additional benefits; however, the Acting Assistant Chief would be expected to take a response vehicle home and be available for after-hours emergency response 50% of the time.

Thank you for your consideration of this request. I feel the best result for the department would be to move the Training and Safety Officer into the interim Assistant Chief position. I feel this will be the least disruptive to the organization and would yield the best results, as the Training and Safety Officer is a retired Captain with thirty plus years of experience and has intimate knowledge regarding the department and its staff.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 17, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Finance/Personnel Committee to approve emergency funding for replacement of unit heaters.

During the preventative maintenance of our buildings, our contractor informed us that we have two unit heaters that have cracked heat exchangers. Due to their location and importance we obtained approval from the City Administrator to replace the units under an emergency repair. One unit is located in the Police Station and the other is located at the West Side Fire Station. Both units had cracked heat exchangers which would cause leaking of carbon monoxide. The cost to replace both units is \$9,556 installed, of which funds will come from undesignated reserves.

ATTACHMENTS:

- City of De Pere West Side Fire Station Unit Heater Replacement (PDF)
- City of De Pere Police Garage Unit Heater (PDF)



TWEET/GAROT MECHANICAL, INC.

CORPORATE OFFICE:

2545 Larsen Road
P. O. Box 11767
Green Bay, WI 54307-1767
(920) 498-0400
Fax: (920) 498-8136

REGIONAL OFFICES:

2810 Jefferson Street
Wisconsin Rapids, WI 54495
(715) 421-0400
Fax: (715) 421-5442

1825 Dolphin Drive
Waukesha, WI 53186
(262) 436-0714
Fax: (262) 436-0713

N911 US 41, Suite B
Menominee, MI 49858
(906) 863-0040
Fax: (906) 863-0042

www.tweetgarot.com

December 7, 2016

Marty Kosobucki
City of De Pere
925 South Sixth Street
De Pere, WI 54115

RE: De Pere West Side Fire Station Unit Heater Replacement

Dear Marty:

Thank you for your interest in Tweet/Garot Mechanical, Inc. and allowing us to provide the following-
Lump Sum pricing for the above noted project.

Sterling Unit Heater..... \$4,403.00

Scope of work:

To replace a Sterling TF-350 unit heater that has a crack in the heat exchanger.

- Provide & install one (1) new Sterling TF-350 heater at West Side Fire Station
- (1) Sterling TF-350 unit heater with
 - o Power vented
 - o 20 gauge Tubular heat exchanger
 - o Hot surface pilot ignition system
- Material required to install components
- Start up and check to verify proper operation
- Owner training

Our proposal does not include:

- Repair or replacement of any additional components that may be found to be defective
- Labor to perform the service work after normal business hours
- Electrical work

This proposal reflects material pricing as of this date and is valid for 30 days.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed. Any applicable tax is not included in this proposal. If this project is tax-exempt, an exemption certificate must be submitted with your purchase order.

Thank you for the opportunity to submit this proposal. Please call (920) 498-7630 or e-mail dave.lemay@tweetgarot.com with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – Green Bay

Attachment: City of De Pere West Side Fire Station Unit Heater Replacement (5457 : Approve emergency funding for replacement of unit



David Le May
Service Design Estimator

ACCEPTANCE OF PROPOSAL:

By: _____ Date: _____ P.O. No. _____

Attachment: City of De Pere West Side Fire Station Unit Heater Replacement (5457 : Approve emergency funding for replacement of unit

CONTRACT TERMS AND CONDITIONS

1. **Asbestos and Hazardous Materials.** Unless specified in the scope of services, asbestos or other hazardous materials disturbance, removal or abatement is not provided for by the terms and conditions of this contract and in the event that asbestos or other hazardous material is encountered or disturbed in order to complete this project, it will be treated as extra work under Paragraph 10 of this Agreement. Tweet/Garot Mechanical, Inc. may require Owner to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site before proceeding.
2. **Arbitration, Validity and Damages.** Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Claims within the monetary limit of the Small Claims Court shall be litigated in such court at the request of either party. Any claim filed in Small Claims Court shall not be deemed to be a waiver of the right to arbitrate, and if a counter-claim in excess of the jurisdiction of the Small Claims Court may be filed outside the Small Claims Court, then the party filing in the Small Claims Court may demand arbitration pursuant to this paragraph.

ANY DAMAGES FOR WHICH TWEET/GAROT MECHANICAL, INC. MAY BE LIABLE TO OWNER
SHALL NOT, IN ANY EVENT, EXCEED THE CASH PRICE OF THIS AGREEMENT.
3. **Reservation of Rights of Dispute.** In the event that Tweet/Garot Mechanical, Inc. is required, or deems it appropriate, to proceed with and complete any work which is the subject of a dispute between the Owner and Tweet/Garot Mechanical, Inc. as to whether such work should be classified as a "change" or as an "extra", Tweet/Garot Mechanical, Inc. may, if it deems it appropriate, but is not required to, proceed with such work, and therefore or contemporaneously, begin arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, to determine whether such work is in fact a "change" or an "extra" without waiving any said rights, as well as determining the effect of the extra work.
4. **Attorney Fees.** In the event legal action or arbitration is instituted for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to the costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.
5. **Removal of Debris.** Upon completion of work, Tweet/Garot Mechanical, Inc. agrees to remove all of its own debris and surplus materials from Owner's property and leave the property in a neat and clean condition. Tweet/Garot Mechanical, Inc. will not accept any charges for any pro-rated proportion of general clean-up of the premises, nor will it be responsible for the disposal of central scrap piles.
6. **Failure to Make Payments.** If the Owner fails to make the scheduled progress payments as defined in "Schedule of Payments" then Tweet/Garot Mechanical, Inc. has the absolute right to cease the performance of any further work until such time as payment is made. If said payment is more than ten(10) working days late, Tweet/Garot Mechanical, Inc. may treat said lateness as a material breach of this contract agreement and justifiably refuse to complete the balance of this contract. Tweet/Garot Mechanical, Inc. may then institute arbitration proceedings as described herein for any and all damages incurred including but not limited to lost profits.
7. **Items not the responsibility of Tweet/Garot Mechanical, Inc..** Unless specifically included in the scope of services, Tweet/Garot Mechanical, Inc. shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Tweet/Garot Mechanical, Inc. is not responsible for any abnormal or unusual pre-existing conditions.
8. **Excusable Delays.** If Tweet/Garot Mechanical, Inc. is delayed in the performance of the work by conditions that could not be reasonably foreseen by Tweet/Garot Mechanical, Inc. or out of the reasonable control of Tweet/Garot

Mechanical, Inc., which include, but are not limited to actions taken by Owner, acts of God; fire; explosions or other casualty losses; terrorist acts; strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement or removal; or acts of governmental bodies, then Owner shall grant Tweet/Garot Mechanical, Inc. a reasonable extension of time. If additional work or costs are required of, or incurred by Tweet/Garot Mechanical, Inc. as a result of the delay, then Tweet/Garot Mechanical, Inc. shall be entitled to compensation as called for in Paragraph 10.

9. **Safety and OSHA Requirements.** Tweet/Garot Mechanical, Inc. agrees to comply with all local, state and national laws, including without limitation, the provisions of the Accident and Safety Health Act of 1970 and the Construction Safety Act of 1969. Tweet/Garot Mechanical, Inc. is not responsible for any liability caused by the owner's noncompliance. Owner responsibility includes availability to Tweet/Garot Mechanical, Inc. personnel of all pertinent Material Safety Data Sheets (MSDS) or OSHA's Hazard Communication Regulations.
10. **Extra Work.** Tweet/Garot Mechanical, Inc. shall provide the labor and materials specified in the scope of services. Additional work not specified in the contract will be provided only upon written authorization of Owner. However, in the event that the parties cannot agree on the sum necessary to compensate Tweet/Garot Mechanical, Inc. for the extra work, then Tweet/Garot Mechanical, Inc. shall be paid its actual costs for the additional labor and materials as well as its normal overhead and profit. In the event that an emergency exists, then Tweet/Garot Mechanical, Inc. may proceed upon the verbal authorization of Owner or Owner's job superintendent and request written confirmation of the verbal authorization within 72 hours.
11. **Protection of Work.** To the extent noted herein, Tweet/Garot Mechanical, Inc. will protect its own work until completion and acceptance of the work. To allow Tweet/Garot Mechanical, Inc. to protect the work, Owner shall provide Tweet/Garot Mechanical, Inc. adequate storage space and security on the construction site. Once Tweet/Garot Mechanical, Inc.'s work is completed, then the Owner shall be responsible for the protection of the work as well as the entire project.

If Tweet/Garot Mechanical, Inc.'s work is damaged or destroyed as a result of actions beyond the reasonable control of Tweet/Garot Mechanical, Inc. or through the negligence of persons other than Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall repair and replace said damage or destroyed work but will do so only upon being compensated for same. Compensation shall be treated as extra work and the compensation shall be determined as provided in Paragraph 10.
12. **Concealed Conditions.** In the event that Tweet/Garot Mechanical, Inc. encounters rock, groundwater, underground construction utilities or other conditions unknown to Tweet/Garot Mechanical, Inc. and not reasonably foreseeable by Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall immediately stop work and call Owner's attention to such concealed conditions in writing. The contract terms will be equitably adjusted in writing.
13. **Insurance.** Tweet/Garot Mechanical, Inc. will carry workers compensation insurance to protect Tweet/Garot Mechanical, Inc.'s employees during the progress of the work. The Owner shall obtain and pay for insurance for injury to his own employees and persons not under the control of Tweet/Garot Mechanical, Inc..
14. **Indemnification.** The Owner shall indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from Owner use of the job site, or from the conduct of the Owner's business or from any activity, work or things done, permitted or suffered by Owner or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from any breach or default in the performance of any obligations on the Owner's part to be performed under the terms of the contract agreement, or arising from any negligence of the Owner or any of the Owner's agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought therein; and in case any action or proceeding be brought against Tweet/Garot Mechanical, Inc. by reason of any such claim. The Owner, upon notice from Tweet/Garot Mechanical, Inc., shall defend same at the Owner's expense by counsel satisfactory to Tweet/Garot Mechanical, Inc..



TWEET/GAROT MECHANICAL, INC.

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2545 Larsen Road
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Fax: (920) 498-8136

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Fax: (262) 436-0713

N911 US 41, Suite B
Menominee, MI 49858
(906) 863-0040
Fax: (906) 863-0042

www.tweetgarot.com

December 7, 2016

Marty Kosobucki
City of De Pere
925 South Sixth Street
De Pere, WI 54115

RE: De Pere Police Garage Unit Heater Replace existing Trane unit

Dear Marty:

Thank you for your interest in Tweet/Garot Mechanical, Inc. and allowing us to provide the following-
Lump Sum pricing for the above noted project.

Trane Unit Heater..... \$5,153.00

Scope of work:

To replace a Trane unit heater that has a crack in the heat exchanger.

- Demo existing Trane unit heater
- Provide & install one (1) Sterling or Reznor 175 unit heater with
 - o Stainless Steel Heat Exchanger
 - o Separated combustion
 - o 115V
- Start up and check to verify proper operation
- Material required to install components
- Check in and out with on-site facilities staff

Our proposal does not include:

- Repair or replacement of any additional components that may be found to be defective
- Labor to perform the service work after normal business hours
- Electrical work

This proposal reflects material pricing as of this date and is valid for 30 days.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed. Any applicable tax is not included in this proposal. If this project is tax-exempt, an exemption certificate must be submitted with your purchase order.

Thank you for the opportunity to submit this proposal. Please call (920) 498-7630 or e-mail dave.lemay@tweetgarot.com with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – Green Bay

Attachment: City of De Pere Police Garage Unit Heater (5457 : Approve emergency funding for replacement of unit heaters.)



David Le May
Service Design Estimator

ACCEPTANCE OF PROPOSAL:

By: _____ Date: _____ P.O. No. _____

Attachment: City of De Pere Police Garage Unit Heater (5457 : Approve emergency funding for replacment of unit heaters.)

CONTRACT TERMS AND CONDITIONS

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14. **Indemnification.** The Owner shall indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from Owner use of the job site, or from the conduct of the Owner's business or from any activity, work or things done, permitted or suffered by Owner or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from any breach or default in the performance of any obligations on the Owner's part to be performed under the terms of the contract agreement, or arising from any negligence of the Owner or any of the Owner's agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought therein; and in case any action or proceeding be brought against Tweet/Garot Mechanical, Inc. by reason of any such claim. The Owner, upon notice from Tweet/Garot Mechanical, Inc., shall defend same at the Owner's expense by counsel satisfactory to Tweet/Garot Mechanical, Inc..

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 17, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #17-01 Amending Various Provisions of the De Pere Municipal Code

ATTACHMENTS:

- Ord17-01 (DOCX)
- Mayor-FP-2016OrdinanceUpdates1-10-17-148-009-14 CC update JSL (PDF)
- Sec 78-3 Abatement of Public Nuisances-Redlined (PDF)
- 86-4 Prohibited Animals red-lined (PDF)
- Chapter 18Police and Fire Department-Redlined (PDF)
- Sec 30-1 Redlined -Board of Park Commissioners (PDF)

ORDINANCE #17-01

AMENDING VARIOUS PROVISIONS OF THE DE PERE MUNICIPAL CODE

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

Section 1. **Sec. 78-3. Abatement of public nuisances.** is hereby amended as follows:

1. Section 78-3(a) is hereby amended by deleting the word assistant from the reference to director of public works.
2. Sec. 78-5(c), *Abatement by court action*. is hereby repealed and recreated as follows:
(c) *Abatement by court action*. If the inspecting officer shall determine that a public nuisance exists on private premises but the nature of such nuisances is not such as to threaten great and immediate danger to public health, safety, peace, morals or decency, a written report of the inspecting officer's findings shall be forwarded to the City Attorney for a determination on filing an action to abate such nuisance in the name of the city in the circuit court in accordance with the provisions of Wis. Stats. ch. 823.

Section 2. **Sec. 86-4, Prohibited animals.** is hereby amended as follows:

1. Section 86-4(a)(1) is hereby amended by replacing “[appendix A} of this Code” with “(Chapter 14) of this Code” and by also adding the following at the end of said paragraph following the word department: “or as licensed under Sec. 86-5(g) of this Code.”
2. Section 86-4(a)(3) is hereby amended by adding the following to the end of said paragraph: “, unless such bees are part of an agricultural operation, and authorized by the city zoning ordinance (Chapter 14) of this Code or are permitted under Sec. 86-7 of this Code.”

Section 3. Chapter 18, POLICE AND FIRE DEPARTMENTS, is hereby amended as follows:

1. By replacing “the head” with “in command” in Sec. 18-2; and
2. By revising **Sec. 18-3. Duties of police department.** as follows:

- A. Section 18-3(a) is hereby amended by deleting the third sentence in said paragraph and replacing it with the following: “The designated second in command and, secondly, any appointed sworn officers of the department shall discharge the duties of the chief of police in case of absence, disability or suspension of the chief of police.”
 - B. Section 18-3(b) is hereby amended by deleting the phrase “, with our without process” from said paragraph.
 - C. Section 18-3(c) is hereby amended by repealing said paragraph and replacing it with the following: “It shall further be the duty of the chief of police and all police officers to enforce all ordinances of the city relating to offenses against public peace and quiet, public policy and public safety.”
 - D. Section 18-3(d) is hereby amended by deleting all references to parking control attendant and replacing with community service officer.
3. By adding the following to the end of the second sentence in Sec. 18-4(a): , except in the case of an immediate family member. For purposes of this ordinance, “immediate family member” shall mean spouse, child, step-child, parent or step-parent.

Section 4. §30-1(c), *Director of parks and recreation/city forester*. is hereby repealed and recreated to read as follows:

(c) *Director of parks and recreation/city forester*. The municipal office of director of parks and recreation/city forester is hereby created. A statement of activities, distinguishing features, duties, responsibilities, work requirements, and desirable training and experience is and shall be on file in the office of the city administrator. In matters regarding the construction, development and maintenance of all public parks, parkways, boulevards, pleasure drives and in all matters regarding and relating to the planning, operation and management of park and recreation programs such officer is directly responsible to the board of park commissioners.

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

Section 6. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of January, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Deputy Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: Park Bd. 12/15/16; Finance/Personnel Comm. 1/10/17

Publication Date: _____

Effective Date: _____

MEMORANDUM

TO: Mayor Michael J. Walsh
Finance/Personnel Committee Members

FROM: Judith Schmidt-Lehman, City Attorney

DATE: January 10, 2017

RE: Various ordinance updates

Council Update:

The Finance/Personnel Committee recommends approval of the proposed ordinance updates.

Additionally, I am recommending an additional update to harmonize the prohibited animal restrictions on bees [§86-4(1)(3)] with their allowed use under the Agricultural zoning provision [§14-54.1]. The need for this change was brought to my attention by Ald. Rafferty in her Committee questioning of whether our various codes on keeping of chickens are consistent. I reviewed those as they pertain to chickens and have determined they are consistent. However, that review exposed the inconsistencies in the beekeeping requirements.

The law department endeavors to periodically update ordinance provisions that have become obsolete or otherwise are in need of revision. This year, several different ordinances were identified as in need of updating. Three specific ordinances are before you for review and recommendation to the Common Council, namely:

1. Proposed revisions to circuit court process to abate a public nuisance [Sec. 78-3(c) De Pere Municipal Code (DPMC).] The language in the current provision is dated.
2. Proposed revisions to the list of “prohibited animals” in Sec.86-4(a) DPMC to allow for licensed chickens and permitted bees. These changes were missed when the urban chicken license and bee permitting ordinances were approved by the Council.
3. Proposed revisions to the duties of the police department found in Chapter 18 DPMC. The language in the current ordinance is dated.

Red-lined versions of the proposed changes are attached for your convenience.

Updates to the duties of the Director of Parks, Recreation & Forestry [Sec. 30-1(c) DPMC] were reviewed and approved by the Board of Park Commissioners in December, 2016. These changes will accompany any of the above proposed revisions approved by this Committee to the January 17, 2017 Council meeting. Additional changes to certain public health licensing ordinances, due to State Department restructuring, will be reviewed by the Board of Health for recommendation to the Council at a later date.

If you have any questions or concerns, please let me know.

JSL

Attachments

CC: Lawrence Delo, City Administrator
Derek Beiderwieden, Police Chief
Marty Kosobucki, Director of Parks, Recreation and Forestry
Deborah Armbruster, Health Director

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Sec. 78-3. - Abatement of public nuisances.

(a)

Inspection of premises. Whenever the city receives a complaint that a public nuisance exists, the ~~assistant~~ director of public works, street superintendent, chief of police, health officer, sanitarian, city forester, or building inspector, whichever officer is appropriate under the circumstances, shall promptly be notified. The appropriate officer shall immediately inspect or cause to be inspected the premises upon which the nuisance is said to exist and shall make a written report of such condition. Whenever practicable, the inspecting officer shall cause photographs to be made of the premises and shall maintain a file containing such written report and photographs.

(b)

Summary abatement.

(1)

Notice to owner. If the inspecting officer determines that a public nuisance exists on private property and that there is a great and immediate danger to the public health, safety, peace, morals, decency, comfort or repose, such officer may request the chief of police to serve notice on the owner or, if the owner cannot be found, on the occupant or person causing or permitting or maintaining such nuisance and shall also post a copy of the notice on the premises. Such notice shall direct the owner, occupant or person causing, permitting or maintaining such nuisance to abate or remove such nuisance within 24 hours and shall state that unless such nuisance is so abated, the city will cause the nuisance to be abated and will charge the cost of abatement against the owner, occupant or person causing, permitting or maintaining the nuisance in the manner otherwise provided in this section.

(2)

Abatement by city. If the nuisance is not abated within the time provided, or if the owner, occupant or person causing the nuisance cannot be found, the health officer in other cases, shall cause the abatement or removal of such nuisance.

(c)

Abatement by court action. If the inspecting officer shall determine that a public nuisance exists on private premises but the nature of such nuisances is not such as to threaten great and immediate danger to the public health, safety, peace, morals or decency, ~~he or she shall file~~ a written report of the inspecting officer's findings ~~shall be forwarded to the City Attorney for a determination on filing with the mayor who shall cause~~ an action to abate such nuisance ~~to be commenced~~ in the name of the city in the ~~county~~ circuit court in accordance with the provisions of Wis. Stats. ch. 823.

(d)

Other methods not excluded. Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the city or its officials in accordance with the laws of the state.

Sec. 86-4. - Prohibited animals.

(a) No person shall bring into, keep, maintain, offer for sale or barter, or release to the wild, nor shall any person permit such activities to occur on premises owned, controlled, rented or maintained by that person:

- (1) Any rooster, fowl other than chicken (*Gallus gallus domesticus*), turkeys, ducks, geese, cows, cattle, horses, sheep, swine, goats, pot-bellied pigs, or any other domesticated livestock, unless part of an agricultural operation, and authorized by the city zoning ordinance ~~Appendix A~~ (Chapter 14) of this Code and the city health department or is licensed under Sec.86-5(g) of this Code.
- (2) Wild animals, including but not limited to, any live monkey, or other nonhuman primate, raccoon, skunk, prairie dog, fox, wolf, panther, lynx, opossum, or any other warm-blooded animal which can normally be found in the wild state. For the purposes of this Code, wolf-dog hybrids are considered wild animals.
- (3) Any poisonous or venomous, biting or injecting species of reptiles, amphibians, arachnids, or insects, including bees unless such bees are part of an agricultural operation, and authorized by the city zoning ordinance (Chapter14) of this Code or are permitted under Sec.86-7 of thie Code.
- (4) Snakes not indigenous to Wisconsin or any snake exceeding three feet in length.

Sec. 18-2. - Police department.

The chief of police shall be ~~the head in command~~ of the police department and have supervision over all its officers and members. There shall be such number and rank of members of the department as the common council shall determine.

Sec. 18-3. - Duties of police department.

- (a) The chief of police shall have general supervision over the police department, and shall be responsible for its efficiency. The chief of police shall have the powers and duties set forth in Wis. Stats. § 62.13. The ~~captain of the police department designated second in command~~ and, secondly, any ~~appointed sworn officers of the department other police officer appointed by the chief of police or the board of police and fire commissioners~~ shall discharge the duties of the chief of police in case of absence, disability or suspension of the chief of police.
- (b) It shall be the duty of the chief of police and of all police officers to preserve the public peace and to suppress all riots, disturbances and breaches of the peace, and they shall, ~~with or without process,~~ apprehend all disorderly persons or disturbers of the peace.
- (c) ~~It shall further be the duty of~~ the chief of police and all police officers ~~shall to enforce see that all ordinances are enforced, and whenever any violation shall come to their knowledge, whether by personal observation or by information from others, they shall make complaint and cause the person so offending to be prosecuted. They shall cause~~ all ordinances of the city relating to offenses against ~~public morals and decency,~~ public peace and quiet, public policy and public safety. ~~to be enforced to the complete suppression of such offenses.~~
- (d) Within the table of organization of the police department is hereby created the civilian position of ~~community service officer parking control attendant~~. Employees filling such position shall not be deemed peace officers or subordinates of the chief of police for purposes of Wis. Stats. § 62.13, but are hereby granted the limited power to issue citations for all violations of existing parking regulations (including, specifically, parking violations adopting statutory provisions by reference and future amendments to such state or municipal regulations), subject to the penalties and procedures provided at section 150-3(e) of this Code. All other duties of the position of community service officer parking control attendant shall be as prescribed by the finance/personnel committee, subject to the direction and control of the chief of police and/or his or her designee.
- (e) *Crossing guards.* As permitted under Wis. Stats. § 349.215, the chief of police shall appoint such adult crossing guards as determined necessary and within the department budget. The chief of police or his/her designee shall be responsible for the supervision and direction of the crossing guards. All crossing guards shall wear such equipment or uniform as prescribed by the chief of police.

Sec. 18-4. - Bail.

- (a) *Release of arrested person.* The chief of police, whenever in his or her opinion the circumstances may require, may receive of any person who may have been accused of violating any ordinance and has been arrested therefor, a sum of money not exceeding the maximum amount of the penalty which may be imposed in such case, and release such person from arrest until the opening of municipal court on the next succeeding day when the court may be in session, or until a time for the hearing of the case. No member of the police department shall provide bail, except in the case of an immediate

family member. For purposes of this ordinance, “immediate family member” shall mean spouse, child, step-child, parent or step-parent.

- (b) *Forfeiture of bail.* When any person so arrested and released shall fail to appear personally or by his or her attorney at the time fixed for the hearing of the case, and upon the order of the court forfeiting bail, the money deposited with the chief of police shall be retained and paid into the municipal court and disbursed in the same manner as are forfeitures imposed for violation of city ordinances.

Sec. 18-5. - Assisting police; resisting an officer.

Whenever in the execution of any duty it shall be necessary to make any arrest or commitment, the chief of police or any police officer may, if necessary, command any person to assist him or her in so doing and may employ such force as may be necessary for the purpose. No person shall resist, or aid or countenance any person in resisting any police officer or other person assisting him or her in the execution of any duty, or shall refuse to aid him or her or them when called upon.

Sec. 30-1. - Board of park commissioners.

(a) *Membership.*

(1) *Members.* There is hereby created and established a board of park commissioners. Such board shall consist of seven members, consisting of three members from the common council and four citizen members who shall be residents of the city. All members shall be appointed by the mayor subject to confirmation of the common council. The common council members shall be appointed for a term of one year; the citizen members shall be appointed for a term of three years each on expiration of the term of citizen members previously appointed.

(2) *Advisory members.* Two advisory seats on the board of park commissioners are hereby created to which persons of high school age may be appointed by the mayor. The selection process for such appointment shall be as approved by the board. The persons appointed to the teen advisory seats shall be non-voting members of the board whose seats and whose presence shall not be counted for purposes of a quorum.

(b) *Jurisdiction.* The board of park commissioners shall govern, manage, control, improve and care for all public parks, parkways, boulevards and pleasure drives located within the city and secure their quiet, orderly and suitable use and enjoyment by residents of the city. In addition thereto, the board of park commissioners shall supervise and regulate the recreational programs of the city's recreation department. The board of park commissioners shall have the powers, duties and responsibilities set forth in Wis. Stats. ch. 27, and may adopt policies, rules and regulations to promote its purpose.

(c) *Director of parks and recreation/city forester.* The municipal office of director of parks and recreation/city forester is hereby created. A statement of activities, distinguishing features, duties, responsibilities, work requirements, and desirable training and experience is and shall be on file in the office of the city administrator. In matters regarding the construction, development and maintenance of all public parks, parkways, boulevards, ~~and pleasure drives~~ ~~such officer is directly responsible to and under the general supervision of the assistant director of public works. In and in~~ all other matters regarding and relating to the planning, operation and management of park and recreation programs such officer is directly responsible to the board of park commissioners. ~~Such officer shall have the responsibilities of a city forester pursuant to Wis. Stats. ch. 27.~~

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE:	January 17, 2017
DEPARTMENT:	Public Works
FROM:	Eric Rakers
SUBJECT:	Ordinance #17-02, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

City Engineer Parking and Traffic Recommendations**December Review via E-Mail**

Recommendation of the Board of Public Works at the January 9, 2017 meeting was to restrict parking on the east side of Third Street from Stewart Street to 70 feet south.

Parking Items:

1. Restrict Parking on the east side of Third Street just south of Stewart Street.
 - Staff received request to restrict parking (approximately 2 vehicles from the intersection) on the east side of Third Street, just south of Stewart Street. This section of Third Street is 36 feet wide, with one lane in each direction and a parking lane on the east side. There is a bus stop at this location. Due to a change in the area, there is a high demand for parking with vehicles regularly parked at the bus stop. When vehicles are parked at this location, buses need to stop in traffic. Third Street is a collector street and this situation could cause a safety concern.



ATTACHMENTS:

- Ord17-02 (DOCX)
- Mayor CC-Traffic Regulation Ordinance Amendment-Parking1-13-17 (PDF)

ORDINANCE #17-02

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

Section 1: §150-23, Schedule G (Parking) is hereby amended as follows:

ADDITIONS

<i>No Parking</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Third	E	Stewart	70/S

DELETIONS:

<i>No parking.</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Third	E	220'/N Stewart	140'/N

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

Section 3: This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of January, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 1/9/2017

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Amendments to Chapter 150 De Pere Municipal Code Regarding Traffic
Regulations
Date: January 17, 2016

The proposed ordinance amendment to Chapter 150 De Pere Municipal Code on the January 17, 2017 Council agenda regarding Traffic Regulations has been slightly revised since the Board of Public Works review on January 9, 2017. While preparing the parking restriction addition recommended by the Board of Public Works, another restriction found to be in this general area was discovered to be in conflict with an additional restriction in place encompassing this same area; therefore, the overlapping restriction is also being recommended to be deleted on the proposed ordinance amendment.

If you have any questions or concerns, feel free to call me at 339-4042 at your convenience.

JSL

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 17, 2017

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #17-03, Authorizing Commercial Lease Agreement with Green Bay Metropolitan Sewerage District.

The Board of Public Works at the January 9, 2017 meeting approved the recommendation to enter into a lease agreement with the GBMSD.

The Municipal Service Center (MSC) currently does not have adequate indoor storage for vehicles and equipment resulting in vehicles and equipment to have to be stored outside. The storage of equipment outside causes maintenance issues and damages from the outdoor environment. In addition, the indoor storage at the MSC has become really congested resulting in staff having to shuffle around equipment on a regular basis in order to access equipment on any given day. Ultimately, there are future plans to expand the MSC so that all equipment can be stored inside but funding the expansion of the MSC is not a City priority at this time. In the meantime, staff has the opportunity to lease space to store vehicles and equipment indoors at the Green Bay Metropolitan Sewerage District's (GBMSD) facility in De Pere. The lease would be from January 18, 2017 to June 30, 2017 in the amount of \$1,000. The intent for this short term lease is to determine if utilizing the GBMSD's facility will be beneficial for the City with storage needs. The City has sufficient funding for the lease agreement under outside services in the "Machinery & Equipment" program.

ATTACHMENTS:

- Reso17-03 (DOCX)
- GBMSD Lease Agreement (PDF)

RESOLUTION #17-03

AUTHORIZING COMMERCIAL LEASE AGREEMENT WITH
GREEN BAY METROPOLITAN SEWERAGE DISTRICT

WHEREAS, the City is in need of storage space for various Municipal Service Center equipment, including vehicles, leaf loaders and street sweepers; and

WHEREAS, the Green Bay Metropolitan Sewerage District has available and offers to lease a portion of its building located in De Pere, at 315 Leonard Street, to the City for equipment storage in accordance with the terms and conditions of the Commercial Lease Agreement 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 is hereby authorized and directed to execute such Commercial Lease Agreement, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of January, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective January 3, 2017, by and between Green Bay Metropolitan Sewerage District ("Landlord") and the City of De Pere ("Tenant"). Landlord is the owner of land and improvements commonly known and numbered as 315 Leonard Street De Pere, WI 54115 described as follows (the "De Pere Facility"): Landlord makes available for lease a portion of the Building designated as De Pere Facility Solids Building located at 315 Leonard Street De Pere, WI 54115 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 18, 2017 and ending June 30, 2017. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of January to June. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term and Landlord, if agreed, will allow for an additional renewal of the Lease. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of One Thousand Dollars and no/100 (\$1,000.00) annual rent per year, payable at the beginning of the Lease Term. Payment shall be due in advance on the first day of the lease term to Landlord at 2231 N. Quincy Street Green Bay, WI 54302 or at such other place designated by written notice from Landlord or Tenant.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be Annual Rent in Renewal Term per year payable at the beginning of the Lease Term.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device except such storage as may be incidental to the keeping of the vehicles and equipment on the Leased Premises as provided in Section 6 Alterations and Improvements herein.

4. Sublease and Assignment.

Tenant shall not have any right, without Landlord's consent, to assign this Lease to a corporation or other entity with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at no time, shall have the right, without Landlord's written consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises during all times as Tenant is a Tenant during the Lease Term. Tenant shall have the right to place personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, limited to: storage of three (3) automobiles, four (4) leaf loaders, and two (2) sweepers at the Leased premises. All personal property and equipment, as indicated above, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall move such personal property and equipment into the Leased Premises in a time period of not more than seven (7) days from the beginning of the Lease Term and remove such personal property and equipment in a time period of not more than seven (7) days before the end of the Lease Term. Tenant shall minimize site access and removal requests during the Lease Term. Tenant has the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property and equipment located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before the Lease Term, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Landlord shall not be required to maintain insurance against thefts, with regard to Tenant's personal property and equipment, within the Leased Premises or the Building.

9. Utilities.

Landlord shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Tenant shall have no right to place on the Leased Premises, any signs.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's storage of personal property and equipment on the Leased Premises.

12. Building Rules.

Tenant will comply with the rules of the Building and or requests by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

13. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

16. Condemnation and or an Emergency.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, or Landlord requires the immediate removal of the Lease Premises for an Emergency, this Lease shall cease when the public authority takes possession or the Landlord declares and Emergency, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:
If to Landlord to:

Green Bay Metropolitan Sewerage District,
 Attention: Thomas Sigmund, Executive Director
 2231 N. Quincy Street
 Green Bay, WI 54302

If to Tenant to:
 City of De Pere
 Attention: Al Luberd, Street Superintendent
 335 S. Broadway
 De Pere, WI 54115

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

18. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

20. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

21. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

22. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

23. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

24. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

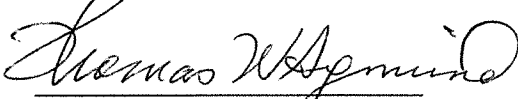
25. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

26. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

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

GREEN BAY METROPOLITAN SEWERAGE DISTRICT


By: Thomas W. Sigmund, P.E.
Its: Executive Director

CITY OF DE PERE

(Authorized Signatory)

By: _____
(Print Name)

Its: _____
(Individual's Title)

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

MEETING DATE: January 17, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #17-04, Authorizing First Installment Property Tax Collection Agreement Between Brown County Treasurer and City of De Pere (December 2017 - February 2018).

ATTACHMENTS:

- Reso17-04 (DOCX)
- updated memo to council re tax collection agreement with brown county (DOC)
- C De Pere- 2017 Tax Collection Agreement Final (PDF)

RESOLUTION #17-04

AUTHORIZING FIRST INSTALLMENT PROPERTY TAX COLLECTION
AGREEMENT BETWEEN BROWN COUNTY TREASURER AND CITY OF DE PERE
(December 2017 – February 2018)

WHEREAS, the City and Brown County are subject to an Agreement whereby the County agrees to provide tax collection services on City's behalf for real and personal property taxes, as well as payments of special assessments and special charges for the first installment of property tax collection; and

WHEREAS, the County Treasurer has presented City with a revised Agreement (covering December 2017-February 2018), which implements an \$0.85 charge per tax bill to offset costs associated with the first installment collection process for the 2017 tax roll; and

WHEREAS, the City believes entering into the First Installment Property Tax Collection Agreement (December 2017-February 2018), attached hereto and incorporated as Exhibit A, for the next tax collection season will allow City to fully evaluate its options for tax collection in the future; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

The Mayor is authorized and directed to enter into the First Installment Property Tax Collection Agreement (December 2017-February 2018) between the Brown County Treasurer and the City of De Pere (Exhibit A), subject to such changes as deemed necessary by the Finance Director and City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Resolution #17-04
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of January, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso17-04 (5446 : Resolution #17-04, Brown County Tax Collection Agreement)

CITY OF DE PERE**MEMO**

DATE: January 11, 2017

TO: Members of the Common Council, Mayor Walsh

FROM: Joe Zegers, Finance Director
Shana Ledvina, Clerk-Treasurer

RE: Tax Collection Agreement with Brown County

The Brown County Treasurer's office has collected property taxes on behalf of the City of De Pere for years without charging any of the municipalities for these services. The Brown County Treasurer, Paul Zeller, has identified a budget shortfall in 2017 and 2018 and would like to begin charging the municipalities for the 2017 tax collection services. The Brown County Executive's Office has offset this shortfall for the Treasurer's 2017 budget.

Our agreement with Brown County ends with the 2016 tax collection (through July 2017) and beginning in December 2017, Brown County will be charging all municipalities .85 per tax bill for collection of property taxes. The new agreement is included in your packet for review. Based on the number of tax bills they sent on the City's behalf in 2015, we estimate the cost of collection to be around \$7,450.00, which will be budgeted for in 2018 and due to Brown County in February 2018.

We recommend approval of this agreement for collection of the 2017 property and personal property tax bills. We do not believe we have enough time to plan and prepare for collecting property taxes by December of this year, and we are waiting to learn more about the new Land Information / Tax Collection System software program that Brown County will be implementing at some point this year/early next year that we may be able to use for tax collection in lieu of purchasing our own software. At this time, the majority of municipalities have either approved or are recommending approval of the agreement for 2017.

Approved: Towns of Green Bay, Scott, New Denmark, Humboldt, Lawrence, Pittsfield;
Villages of Bellevue, Wrightstown, Hobart and Pulaski

Going to Boards/Committees for Approval: Town of Rockland (1/16), Town of Morrison (1/17), Village of Allouez (1/17), Village of Suamico (2/06), Village of Ledgeview (1/17), City of Green Bay (1/31)

Opted out: Village of Denmark

Pending Recommendation: Villages of Ashwaubenon, Howard

The Finance/Personnel Committee recommended approval of this agreement at their January 10 Meeting.

If you have any questions, feel free to contact Shana Ledvina at 339-4072 ext. 1355 or Joe Zegers at 339-4041.

COUNTY TREASURER'S OFFICE

FINAL

BROWN COUNTY

305 EAST WALNUT

P.O. BOX 23600

GREEN BAY, WISCONSIN 54305-3600

PHONE (920) 448-4074 FAX (920) 448-6341

PAUL ZELLER

COUNTY TREASURER

DECEMBER 2017 – FEBRUARY 2018
FIRST INSTALLMENT PROPERTY TAX COLLECTION AGREEMENT

This document contains the terms of agreement between the **CITY OF DE PERE** and the **BROWN COUNTY TREASURER** to provide property tax billing and collection services.

1. TAX BILLING

- A. The Brown County Treasurer will prepare appropriate tax bills for your municipality, specifying the first installment payment and/or full payment of Real and Personal Property Taxes along with Special Charges and Special Assessments to be due on or before January 31st, annually. Tax bill preparation includes entering tax rates, providing forms, printing, folding, sealing, presorting, and delivering the bills to the USPS.
- B. The Municipal Clerk will provide all approved 2017 tax rates to the Brown County Treasurer's Office by December 8, 2017.
- C. Brown County will invoice municipalities for postage and collection costs separately. Actual postage costs will be due by January 31, 2018.

2. COLLECTIONS

- A. The Brown County Treasurer will process the first installment and full payments of Real and Personal Property Taxes, plus payments of Special Charges and Special Assessments.
- B. Brown County Treasurer will deposit collections into your municipality's specified bank account on a weekly basis. Each municipality will have full control of their respective bank accounts.
- C. Municipal Treasurer will forward timely payments received in the post-marked envelope to the Brown County Treasurer immediately.

3. REPORTS

- A. Brown County Treasurer will provide an electronic Real Estate Tax, Special Assessment, and Personal Property Tax Collection Report to the municipality with each weekly deposit.

4. RECEIPTS

- A. Taxpayers that mail payments will receive receipts from the Brown County Treasurer's Office if requested.
- B. Taxpayers that pay in person at the Brown County Treasurer's Office, will receive an immediate printed receipt.

5. SETTLEMENT

- A. The municipality will settle with Brown County on or before the 20th of February for all collections of General Taxes, Special Charges, and Special Assessments. Each municipality will pay all the taxing districts their proportionate share of the levies collected from information provided by the Brown County Treasurer's office by the statutory prescribed payment dates.

6. COST REIMBURSEMENT TO BROWN COUNTY

- A. Brown County will charge municipalities for costs associated with the first installment collection process. The per bill fee for municipal tax collection services is listed below. Invoices for tax collection services will be due by February 28, 2018. Actual postage costs for tax bill mailing will be billed separately following mailing and will be due by January 31, 2018.

7. COLLECTION SERVICES AND COST OPTIONS:

_____ Real Property Tax Collection	= \$0.85 per Property Tax Bill + Actual Postage Costs
_____ Personal Property Tax Collection	= \$0.85 per Property Tax Bill + Actual Postage Costs
_____ Opt-Out Option	= No Charge per Property Tax Bill + Actual Postage Costs
Brown County will prepare the tax bills by entering tax rates, providing forms, printing, folding, sealing, presorting, and delivering the bills to the USPS. Municipality is responsible for 1st Installment collection. Any payment received by the Brown County will be forwarded immediately to the appropriate municipality. No bank collection sites will be provided. A land records portal will be set up for municipal use.	

8. TERMS OF AGREEMENT FOR TAX COLLECTION:

This one year agreement for the 2017 tax roll will be binding between the CITY OF DE PERE and the COUNTY OF BROWN for tax bill preparation and collection according to option(s) chosen.

CITY OF DE PERE

NAME OF MUNICIPALITY

BROWN COUNTY

NAME OF COUNTY

MUNICIPAL OFFICER

BROWN COUNTY TREASURER

DATE

BROWN COUNTY EXECUTIVE

DATE

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

MEETING DATE: January 17, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 1-17-17 VOUCHERS (PDF)

PACKET: 05403 JAN 2017 COUNCIL - 2 1-17-17

15.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0001	A1 ELEVATOR CORP							
	I-10722	A1 ELEVATOR CORP	R	1/17/2017		127.50CR	080853	127.50
0007	AMBROSIUS SALES & SERVICE							
	I-109512	AMBROSIUS SALES & SERVICE	R	1/17/2017		42.74CR	080854	42.74
0020	BADGERLAND PRINTING INC							
	I-28910	BADGERLAND PRINTING INC	R	1/17/2017		553.70CR	080855	553.70
0023	BATTERIES PLUS LLC							
	I-501-509811	BATTERIES PLUS LLC	R	1/17/2017		38.07CR	080856	38.07
0027	BAY TOWEL INC							
	C-S180601	BAY TOWEL INC	R	1/17/2017		214.72	080857	
	I-2303880	BAY TOWEL INC	R	1/17/2017		177.02CR	080857	
	I-2309784	BAY TOWEL INC	R	1/17/2017		35.36CR	080857	
	I-2309785	BAY TOWEL INC	R	1/17/2017		90.79CR	080857	
	I-2312421	BAY TOWEL INC	R	1/17/2017		177.02CR	080857	
	I-2312442	BAY TOWEL INC	R	1/17/2017		72.06CR	080857	
	I-2314188	BAY TOWEL INC	R	1/17/2017		35.36CR	080857	
	I-2314189	BAY TOWEL INC	R	1/17/2017		90.79CR	080857	463.68
0038	BROADWAY AUTOMOTIVE INC							
	I-366506P	BROADWAY AUTOMOTIVE INC	R	1/17/2017		96.98CR	080858	96.98
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-33035	BROWN COUNTY PORT SOLID WASTE	R	1/17/2017		18,051.05CR	080859	18,051.05
0061	CUMMINS NPOWER, LLC							
	I-802-67341	CUMMINS NPOWER, LLC	R	1/17/2017		275.20CR	080860	275.20
0069	DE PERE GREENHOUSE INC							
	I-27845	DE PERE GREENHOUSE INC	R	1/17/2017		50.00CR	080861	50.00
0075	DIGGERS HOTLINE INC							
	I-161 2 36401	DIGGERS HOTLINE INC	R	1/17/2017		202.25CR	080862	
	I-161 2 36402	DIGGERS HOTLINE INC	R	1/17/2017		20.88CR	080862	223.13
0079	DORSCH CORP							
	I-33702	DORSCH CORP	R	1/17/2017		33.64CR	080863	33.64
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1875680	EMERGENCY MEDICAL PRODUCTS INC	R	1/17/2017		64.45CR	080864	
	I-1875873	EMERGENCY MEDICAL PRODUCTS INC	R	1/17/2017		50.25CR	080864	114.70

Attachment: 1-17-17 VOUCHERS (5452 : Voucher Approval.)

PACKET: 05403 JAN 2017 COUNCIL - 2 1-17-17

15.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-1216-4156	EMPLOYEE RESOURCE CENTER INC	R	1/17/2017		417.00CR	080865	417.00
0089	FRV INC							
	I-127551	FRV INC	R	1/17/2017		75.96CR	080866	75.96
0091	FASTENAL COMPANY							
	I-WIGRE339221	FASTENAL COMPANY	R	1/17/2017		66.48CR	080867	
	I-WIGRE339714	FASTENAL COMPANY	R	1/17/2017		9.99CR	080867	76.47
0115	CARQUEST AUTO PARTS LLC							
	I-6339-534369	CARQUEST AUTO PARTS LLC	R	1/17/2017		53.63CR	080868	53.63
0116	GRAINGER INC							
	I-9275938000	GRAINGER INC	R	1/17/2017		34.92CR	080869	
	I-9307707340	GRAINGER INC	R	1/17/2017		138.18CR	080869	
	I-9313238546	GRAINGER INC	R	1/17/2017		32.94CR	080869	
	I-9313285901	GRAINGER INC	R	1/17/2017		329.36CR	080869	535.40
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-989005383	GRAYBAR ELECTRIC COMPANY INC	R	1/17/2017		68.18CR	080870	68.18
0119	GREATER GREEN BAY CHAMBER							
	I-159171	GREATER GREEN BAY CHAMBER	R	1/17/2017		375.00CR	080871	375.00
0141	JEFFERSON FIRE & SAFETY INC							
	I-233145	JEFFERSON FIRE & SAFETY INC	R	1/17/2017		75.00CR	080872	
	I-233146	JEFFERSON FIRE & SAFETY INC	R	1/17/2017		218.80CR	080872	293.80
0156	LAWSON PRODUCTS INC							
	I-9304581945	LAWSON PRODUCTS INC	R	1/17/2017		29.54CR	080873	
	I-9304586879	LAWSON PRODUCTS INC	R	1/17/2017		224.36CR	080873	
	I-9304590145	LAWSON PRODUCTS INC	R	1/17/2017		783.81CR	080873	1,037.71
0157	LEAGUE OF WI MUNICIPALITIES							
	I-201701116753	LEAGUE OF WI MUNICIPALITIES	R	1/17/2017		6,617.26CR	080874	6,617.26
0158	ROBERT E LEE & ASSOCIATES INC							
	I-71487	ROBERT E LEE & ASSOCIATES INC	R	1/17/2017		6,015.99CR	080875	6,015.99
0173	MENARDS INC							
	I-97551	MENARDS INC	R	1/17/2017		18.98CR	080876	
	I-97765	MENARDS INC	R	1/17/2017		79.99CR	080876	
	I-97954	MENARDS INC	R	1/17/2017		24.42CR	080876	
	I-98291	MENARDS INC	R	1/17/2017		84.70CR	080876	
	I-98573	MENARDS INC	R	1/17/2017		15.98CR	080876	
	I-98694	MENARDS INC	R	1/17/2017		12.81CR	080876	236.88

Attachment: 1-17-17 VOUCHERS (5452 : Voucher Approval.)

PACKET: 05403 JAN 2017 COUNCIL - 2 1-17-17

VENDOR SET: 01

15.a

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0187	NSIGHT TELS SERVICES							
	I-201701116754	NSIGHT TELS SERVICES	R	1/17/2017		65.05CR	080877	65.05
0197	PACKER CITY INTERNATIONAL INC							
	I-X101058363:01	PACKER CITY INTERNATIONAL INC	R	1/17/2017		33.18CR	080878	
	I-X101058561:01	PACKER CITY INTERNATIONAL INC	R	1/17/2017		209.85CR	080878	
	I-X101058925:01	PACKER CITY INTERNATIONAL INC	R	1/17/2017		34.96CR	080878	277.99
0200	FIRST SUPPLY LLC							
	I-10334523-00	FIRST SUPPLY LLC	R	1/17/2017		545.30CR	080879	545.30
0208	POMP'S TIRE SERVICE INC							
	I-1010045379	POMP'S TIRE SERVICE INC	R	1/17/2017		1,451.46CR	080880	1,451.46
0217	COUNTRY VISIONS COOPERATIVE							
	I-201701116748	COUNTRY VISIONS COOPERATIVE	R	1/17/2017		32.77CR	080881	32.77
0218	PROMOTIONAL DESIGNS INC							
	I-13620-1	PROMOTIONAL DESIGNS INC	R	1/17/2017		332.96CR	080882	332.96
0228	RENT A FLASH OF WISCONSIN INC							
	I-55880	RENT A FLASH OF WISCONSIN INC	R	1/17/2017		285.00CR	080883	285.00
0234	SAINT NORBERT COLLEGE INC							
	I-LS42955	SAINT NORBERT COLLEGE INC	R	1/17/2017		123.75CR	080884	123.75
0238	WAUSAU EQUIPMENT CO INC							
	I-5631051	WAUSAU EQUIPMENT CO INC	R	1/17/2017		1,015.69CR	080885	1,015.69
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201701116751	WI DEPT OF JUSTICE TIME MADI	R	1/17/2017		28.00CR	080886	28.00
0351	HACH COMPANY							
	I-10242642	HACH COMPANY	R	1/17/2017		1,496.14CR	080887	
	I-159787	HACH COMPANY	R	1/17/2017		108.18CR	080887	1,604.32
0416	TWIRL SEWER SERVICE							
	I-21431	TWIRL SEWER SERVICE	R	1/17/2017		290.00CR	080888	290.00
0417	TWEET GAROT MECHANICAL INC							
	I-41632	TWEET GAROT MECHANICAL INC	R	1/17/2017		785.00CR	080889	
	I-41852	TWEET GAROT MECHANICAL INC	R	1/17/2017		108.05CR	080889	
	I-42087	TWEET GAROT MECHANICAL INC	R	1/17/2017		1,628.16CR	080889	
	I-42089	TWEET GAROT MECHANICAL INC	R	1/17/2017		2,182.07CR	080889	
	I-42292	TWEET GAROT MECHANICAL INC	R	1/17/2017		2,055.00CR	080889	6,758.28

Attachment: 1-17-17 VOUCHERS (5452 : Voucher Approval.)

PACKET: 05403 JAN 2017 COUNCIL - 2 1-17-17

15.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0446	HAWKINS INC							
	I-3997350 RI	HAWKINS INC	R	1/17/2017		5,281.66CR	080890	5,281.66
0499	PACK AND SHIP LLC							
	I-141427	PACK AND SHIP LLC	R	1/17/2017		17.46CR	080891	17.46
0531	NORTHEAST AUTO PARTS INC							
	C-317709	NORTHEAST AUTO PARTS INC	R	1/17/2017		100.00	080892	
	I-317389	NORTHEAST AUTO PARTS INC	R	1/17/2017		29.76CR	080892	
	I-317697	NORTHEAST AUTO PARTS INC	R	1/17/2017		901.37CR	080892	
	I-317713	NORTHEAST AUTO PARTS INC	R	1/17/2017		8.94CR	080892	
	I-317761	NORTHEAST AUTO PARTS INC	R	1/17/2017		33.99CR	080892	
	I-317824	NORTHEAST AUTO PARTS INC	R	1/17/2017		133.53CR	080892	1,007.59
0536	CDW GOVERNMENT INC							
	C-GJT3817	CDW GOVERNMENT INC	R	1/17/2017		7,010.00	080893	
	I-GHD3274	CDW GOVERNMENT INC	R	1/17/2017		26.09CR	080893	
	I-GHD4163	CDW GOVERNMENT INC	R	1/17/2017		539.22CR	080893	
	I-GHM5858	CDW GOVERNMENT INC	R	1/17/2017		7,010.00CR	080893	
	I-GHR0043	CDW GOVERNMENT INC	R	1/17/2017		45.88CR	080893	
	I-GHV1326	CDW GOVERNMENT INC	R	1/17/2017		319.91CR	080893	
	I-GHV5847	CDW GOVERNMENT INC	R	1/17/2017		325.98CR	080893	
	I-GJF6364	CDW GOVERNMENT INC	R	1/17/2017		6,436.32CR	080893	
	I-GJG7105	CDW GOVERNMENT INC	R	1/17/2017		1,570.59CR	080893	
	I-GJM1520	CDW GOVERNMENT INC	R	1/17/2017		246.00CR	080893	
	I-GJM2517	CDW GOVERNMENT INC	R	1/17/2017		659.42CR	080893	
	I-GJN8212	CDW GOVERNMENT INC	R	1/17/2017		264.94CR	080893	
	I-GJR7613	CDW GOVERNMENT INC	R	1/17/2017		8,608.32CR	080893	
	I-GJV0408	CDW GOVERNMENT INC	R	1/17/2017		47.96CR	080893	
	I-GJX1148	CDW GOVERNMENT INC	R	1/17/2017		45.80CR	080893	
	I-GKX5141	CDW GOVERNMENT INC	R	1/17/2017		49.41CR	080893	
	I-GLC5002	CDW GOVERNMENT INC	R	1/17/2017		30.19CR	080893	
	I-GLC7335	CDW GOVERNMENT INC	R	1/17/2017		49.05CR	080893	19,265.08
VOID	VOID CHECK		V	1/17/2017			080894	**VOID**
0562	GALLS LLC							
	C-5818859	GALLS LLC	R	1/17/2017		127.38	080895	
	I-6437655	GALLS LLC	R	1/17/2017		53.02CR	080895	
	I-6532600	GALLS LLC	R	1/17/2017		55.69CR	080895	
	I-6569487	GALLS LLC	R	1/17/2017		25.01CR	080895	
	I-6668608	GALLS LLC	R	1/17/2017		41.50CR	080895	
	I-6672865	GALLS LLC	R	1/17/2017		205.40CR	080895	253.24

Attachment: 1-17-17 VOUCHERS (5452 : Voucher Approval.)

PACKET: 05403 JAN 2017 COUNCIL - 2 1-17-17

15.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-P01734	BRUCE MUNICIPAL EQUIPMENT INC	R	1/17/2017		663.92CR	080896	
	I-P01782	BRUCE MUNICIPAL EQUIPMENT INC	R	1/17/2017		531.79CR	080896	1,195.71
1	REDMOND, BARB							
	I-201701116749	ZUMBA GOLD	R	1/17/2017		43.00CR	080897	43.00
1105	LEDGEVIEW, TOWN OF							
	I-201701116756	LEDGEVIEW, TOWN OF	R	1/17/2017		6,684.89CR	080898	6,684.89
1246	PREVEA HEALTH							
	I-107232	PREVEA HEALTH	R	1/17/2017		1,072.00CR	080899	
	I-107482	PREVEA HEALTH	R	1/17/2017		42.00CR	080899	1,114.00
1276	JX ENTERPRISES INC							
	I-D-263630041	JX ENTERPRISES INC	R	1/17/2017		59.88CR	080900	
	I-D-270040005	JX ENTERPRISES INC	R	1/17/2017		5.54CR	080900	
	I-D-270040057	JX ENTERPRISES INC	R	1/17/2017		24.00CR	080900	
	I-D-2740040030	JX ENTERPRISES INC	R	1/17/2017		14.07CR	080900	103.49
1359	RAY O'HERRON CO INC							
	I-1672530-IN	RAY O'HERRON CO INC	R	1/17/2017		841.81CR	080901	841.81
1399	INDOFF INC							
	I-2894878	INDOFF INC	R	1/17/2017		159.75CR	080902	
	I-2895351	INDOFF INC	R	1/17/2017		95.19CR	080902	
	I-2896221	INDOFF INC	R	1/17/2017		43.83CR	080902	
	I-2896685	INDOFF INC	R	1/17/2017		299.98CR	080902	
	I-2898032	INDOFF INC	R	1/17/2017		57.33CR	080902	
	I-2898569	INDOFF INC	R	1/17/2017		171.59CR	080902	
	I-2899198	INDOFF INC	R	1/17/2017		239.12CR	080902	
	I-2899243	INDOFF INC	R	1/17/2017		16.99CR	080902	
	I-2902062	INDOFF INC	R	1/17/2017		3.19CR	080902	1,086.97
1456	AL BENZSCHAWEL PLUMBING INC							
	I-24183	AL BENZSCHAWEL PLUMBING INC	R	1/17/2017		1,145.96CR	080903	1,145.96
1701	PRAXAIR DISTRIBUTION INC							
	I-75610057	PRAXAIR DISTRIBUTION INC	R	1/17/2017		9.92CR	080904	9.92
1903	TECHNOLOGY ARCHITECTS INC							
	I-D20160638	TECHNOLOGY ARCHITECTS INC	R	1/17/2017		1,217.00CR	080905	
	I-D20160639	TECHNOLOGY ARCHITECTS INC	R	1/17/2017		44.00CR	080905	
	I-D20160721	TECHNOLOGY ARCHITECTS INC	R	1/17/2017		1,804.12CR	080905	
	I-D20160731	TECHNOLOGY ARCHITECTS INC	R	1/17/2017		2,641.19CR	080905	5,706.31

Attachment: 1-17-17 VOUCHERS (5452 : Voucher Approval.)

PACKET: 05403 JAN 2017 COUNCIL - 2 1-17-17

VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6516	UNITED PARCEL SERVICE INC	R	1/17/2017		7.99CR	080906	7.99
2052	GEGARE PURCHASING LLC							
	I-1770081	GEGARE PURCHASING LLC	R	1/17/2017		80.00CR	080907	80.00
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1700139	ACCURATE SUSPENSION WAREHOUSE	R	1/17/2017		948.76CR	080908	
	I-1700212	ACCURATE SUSPENSION WAREHOUSE	R	1/17/2017		167.30CR	080908	1,116.06
2602	JOSSART BROTHERS INC							
	I-16-02 (6)	JOSSART BROTHERS INC	R	1/17/2017		212,377.34CR	080909	
	I-233	JOSSART BROTHERS INC	R	1/17/2017		2,174.75CR	080909	
	I-249	JOSSART BROTHERS INC	R	1/17/2017		1,152.75CR	080909	
	I-249-REVISE	JOSSART BROTHERS INC	R	1/17/2017		1,455.50CR	080909	
	I-252	JOSSART BROTHERS INC	R	1/17/2017		1,563.25CR	080909	218,723.59
2708	CLEANING SOLUTION SERVICES INC							
	I-12487	CLEANING SOLUTION SERVICES INC	R	1/17/2017		1,105.24CR	080910	1,105.24
2982	ALL CITY COMMUNICATIONS							
	I-4699567-010117	ALL CITY COMMUNICATIONS	R	1/17/2017		196.76CR	080911	196.76
2984	BROWN COUNTY TREASURER							
	I-2016-00000024 B	BROWN COUNTY TREASURER	R	1/17/2017		1,815.12CR	080912	1,815.12
2992	TITAN PULIC SAFETY SOLUTIONS LLC							
	I-4031	TITAN PULIC SAFETY SOLUTIONS L	R	1/17/2017		4,562.00CR	080913	4,562.00
3140	KUNDINGER FLUID POWER INC							
	I-50413438	KUNDINGER FLUID POWER INC	R	1/17/2017		28.71CR	080914	
	I-50413440	KUNDINGER FLUID POWER INC	R	1/17/2017		232.38CR	080914	261.09
3189	ICMA							
	I-201701116752	ICMA	R	1/17/2017		1,060.80CR	080915	1,060.80
3191	NIELSON COMMUNICATIONS INC							
	I-AT10976	NIELSON COMMUNICATIONS INC	R	1/17/2017		49.90CR	080916	49.90
3266	QUALITY SANDBLASTING LLC							
	I-168949	QUALITY SANDBLASTING LLC	R	1/17/2017		2,200.00CR	080917	2,200.00

Attachment: 1-17-17 VOUCHERS (5452 : Voucher Approval.)

PACKET: 05403 JAN 2017 COUNCIL - 2 1-17-17

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
3521	HD SUPPLY WATERWORKS LTD							
	I-G615526	HD SUPPLY WATERWORKS LTD	R	1/17/2017		1,755.00CR	080918	1,755.00
3707	VIKING ELECTRIC SUPPLY							
	I-2080912	VIKING ELECTRIC SUPPLY	R	1/17/2017		2,154.60CR	080919	
	I-2080916	VIKING ELECTRIC SUPPLY	R	1/17/2017		2,394.00CR	080919	
	I-2097053	VIKING ELECTRIC SUPPLY	R	1/17/2017		239.40CR	080919	
	I-2105166	VIKING ELECTRIC SUPPLY	R	1/17/2017		151.56CR	080919	
	I-2105302	VIKING ELECTRIC SUPPLY	R	1/17/2017		302.50CR	080919	
	I-2135933	VIKING ELECTRIC SUPPLY	R	1/17/2017		1,848.00CR	080919	
	I-2144065	VIKING ELECTRIC SUPPLY	R	1/17/2017		1,675.80CR	080919	
	I-2147273	VIKING ELECTRIC SUPPLY	R	1/17/2017		193.06CR	080919	
	I-2147479	VIKING ELECTRIC SUPPLY	R	1/17/2017		239.40CR	080919	9,198.32
4632	ACCURATE LLC							
	I-ACCAPP2017-1	ACCURATE LLC	R	1/17/2017		4,000.00CR	080920	4,000.00
5199	AYRES ASSOCIATES INC							
	I-166647	AYRES ASSOCIATES INC	R	1/17/2017		7,051.30CR	080921	7,051.30
5207	MDE INC							
	I-7007	MDE INC	R	1/17/2017		550.00CR	080922	550.00
5348	DECATUR ELECTRONICS INC							
	I-IN00015515	DECATUR ELECTRONICS INC	R	1/17/2017		103.45CR	080923	103.45
5393	RICOH USA INC.							
	I-5046326894	RICOH USA INC.	R	1/17/2017		213.94CR	080924	213.94
5476	PERSONNEL EVALUATION INC							
	I-21741	PERSONNEL EVALUATION INC	R	1/17/2017		36.00CR	080925	36.00
5484	HYDROCORP INC							
	I-41240-IN	HYDROCORP INC	R	1/17/2017		2,876.00CR	080926	
	I-41292-IN	HYDROCORP INC	R	1/17/2017		3,325.00CR	080926	
	I-41520-IN	HYDROCORP INC	R	1/17/2017		4,440.00CR	080926	10,641.00
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	C-2722	BADGER MAILING & SHIPPING SYST	R	1/17/2017		112.10	080927	
	C-2796	BADGER MAILING & SHIPPING SYST	R	1/17/2017		78.47	080927	
	I-92156	BADGER MAILING & SHIPPING SYST	R	1/17/2017		325.06CR	080927	134.49

Attachment: 1-17-17 VOUCHERS (5452 : Voucher Approval.)

PACKET: 05403 JAN 2017 COUNCIL - 2 1-17-17

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5568	SYBLE HOPP SCHOOL							
	I-201701116755	SYBLE HOPP SCHOOL	R	1/17/2017		901.00CR	080928	901.00
5830	GRAEF INC							
	I-91315	GRAEF INC	R	1/17/2017		1,450.00CR	080929	1,450.00
6061	CARRICO AQUATIC RESOURCES INC							
	I-20170005	CARRICO AQUATIC RESOURCES INC	R	1/17/2017		4,117.51CR	080930	4,117.51
6093	WALT'S PETROLEUM SERVICE INC							
	I-83927	WALT'S PETROLEUM SERVICE INC	R	1/17/2017		448.38CR	080931	448.38
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-69141	PM SUPPLY - WRIGHT INDUSTRIAL	R	1/17/2017		256.81CR	080932	256.81
6260	NORTHERN SOUND & VIDEO LLC							
	I-2916	NORTHERN SOUND & VIDEO LLC	R	1/17/2017		209.47CR	080933	209.47
6404	BAY AREA TESTING & CONSULTING LLC							
	I-1511	BAY AREA TESTING & CONSULTING	R	1/17/2017		347.20CR	080934	
	I-1513	BAY AREA TESTING & CONSULTING	R	1/17/2017		109.00CR	080934	456.20
6426	ACL							
	I-201612-0	ACL	R	1/17/2017		93.80CR	080935	93.80
6724	CARASOFT TECHNOLOGY CORP							
	I-QUOTE 8659839	CARASOFT TECHNOLOGY CORP	R	1/17/2017		11,400.00CR	080936	11,400.00
6937	HOOD, TRACY							
	I-201701116757	HOOD, TRACY	R	1/17/2017		168.16CR	080937	168.16
6946	DEAN ENTERPRISES LLC							
	I-D-50095	DEAN ENTERPRISES LLC	R	1/17/2017		105.75CR	080938	105.75
7015	US BANK EQUIPMENT FINANCE							
	I-321272080	US BANK EQUIPMENT FINANCE	R	1/17/2017		393.02CR	080939	393.02
7129	NELSON TACTICAL							
	I-320	NELSON TACTICAL	R	1/17/2017		1,438.50CR	080940	
	I-430	NELSON TACTICAL	R	1/17/2017		21.59CR	080940	1,460.09
7213	ALL STAR CUTTING & CORING LLC							
	I-1661	ALL STAR CUTTING & CORING LLC	R	1/17/2017		300.00CR	080941	300.00

Attachment: 1-17-17 VOUCHERS (5452 : Voucher Approval.)

PACKET: 05403 JAN 2017 COUNCIL - 2 1-17-17

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
7245	GREEN BAY WATER UTILITY							
	I-5819	GREEN BAY WATER UTILITY	R	1/17/2017		15,000.00CR	080942	15,000.00
7249	DLZ							
	I-136081	DLZ	R	1/17/2017		2,405.00CR	080943	2,405.00
7268	NORTHSTAR FUR & TRADING							
	I-61827	NORTHSTAR FUR & TRADING	R	1/17/2017		250.00CR	080944	250.00
7335	ENGINEER SUPPLY							
	I-11152311	ENGINEER SUPPLY	R	1/17/2017		349.23CR	080945	349.23
7337	COMPASS MINERALS AMERICA							
	I-71572050	COMPASS MINERALS AMERICA	R	1/17/2017		14,519.36CR	080946	14,519.36
7350	WI MEDIA							
	I-273112	WI MEDIA	R	1/17/2017		911.51CR	080947	911.51
7417	VERDIN CO, THE							
	I-162345	VERDIN CO, THE	R	1/17/2017		945.00CR	080948	945.00
7422	EXCEL UNDERGROUND LLC							
	I-4863	EXCEL UNDERGROUND LLC	R	1/17/2017		2,321.80CR	080949	2,321.80
7507	DEBORAH ARMBRUSTER							
	I-201701116747	DEBORAH ARMBRUSTER	R	1/17/2017		56.84CR	080950	56.84
7523	KURZ INDUSTRIAL SOLUTIONS							
	I-S1294447.001	KURZ INDUSTRIAL SOLUTIONS	R	1/17/2017		247.89CR	080951	247.89
7524	WALSDORF ROOFING CO INC							
	I-16-22 (1) (FINAL)	WALSDORF ROOFING CO INC	R	1/17/2017		62,800.00CR	080952	62,800.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	99	0.00	478,870.20	478,870.20
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:	100	0.00	478,870.20	478,870.20

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 1-17-17 VOUCHERS (5452 : Voucher Approval.)

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	1/2017	103,658.50CR
201	1/2017	12,470.52CR
208	1/2017	108.99CR
209	1/2017	12,951.28CR
405	1/2017	293,992.14CR
415	1/2017	1,471.94CR
455	1/2017	1,450.00CR
460	1/2017	6,015.99CR
601	1/2017	41,581.36CR
650	1/2017	5,169.48CR
=====		
ALL		478,870.20CR

Attachment: 1-17-17 VOUCHERS (5452 : Voucher Approval.)

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

MEETING DATE: January 17, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 01-17-17 (PDF)

CITY OF DE PERE - January 17, 2017

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	WIRTH, HEATHER J.	740 OAK ST	DE PERE	WI	54115
2	ZIA, USMAN	1405 S. NORWOOD AV #6	GREEN BAY	WI	54304

Temporary Operator License Applications					
1	INGS, BARBARA A.	2431 KIMBERLY	GREEN BAY	WI	54313

New Operator License Applications for the 2016-2018 Licensing Period					
1	BUKOURICZ, DANIEL J.	1912 SYLVAN DR	GREEN BAY	WI	54313
2	ELDRIDGE, MITCHELL P.	1814 VALORANE BL	GREEN BAY	WI	54304
3	NEUMAN, NATALIE R.	232A N. SUPERIOR ST	DE PERE	WI	54115
4	WENIG, TREVOR I.	1837 ST. AGNES DR	GREEN BAY	WI	54304

Attachment: 01-17-17 (5441 : Operator License Applications.)