



Common Council

335 South Broadway

Regular Meeting

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

Agenda

Tuesday, January 7, 2014

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **January 7, 2014 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 December 17, 2013 Common Council Meeting.
4. A Public Hearing on a Conditional Use Application for an Overnight Shelter Facility at 290 Reid Street is scheduled for 7:35 p.m. or soon after.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #14-01, Authorizing and Approving a Conditional Use Permit (Overnight Shelter Facility at 290 Reid Street - St. Norbert College Pennings Building).
5. Public comment upon matters not on the agenda or other announcements.
6. Presentation by Dave Vaclavik, Central Brown County Water Authority on Status of the Village of Wrightstown Source of Water Supply Determination.
7. Ordinance #14-01, Amending §54-8 De Pere Municipal Code Regarding Moving or Razing Buildings (Second Reading).
8. Resolution #14-02, Authorizing Participation in the Department of Natural Resources Municipal Dam Grant Program.
9. Resolution #14-03, Authorizing Submission of Department of Natural Resources Grant Application for Development of Recreational Boating Facilities.
10. Resolution #14-04, Authorizing 2014 Agreement Between Aging & Disability Resource Center of Brown County, Inc. and City of De Pere.
11. Voucher Approval.
12. Operator License Applications
13. Future agenda items.
14. Discuss Status of MetJet, Inc. Revolving Loan.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

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

15. 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.

Mayor
Alderspersons
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
313 MAIN AVENUE LLC
AJANGO PROPERTIES LLC
B S ENTERPRISES OF DE PERE LLC
GAROT
HAWK HOLDINGS LLC
KEY PROPERTY MANAGEMENT LLC
LOCH
LUTSEY ENTERPRISES LLP
MASTERS PROPERTIES OF DE PERE LLC
NICK BROTHERS PARTNERSHIP
PHE WI LLC
REID STREET RETAIL LLC
SAINT NORBERT COLLEGE INC
THILMANY LLC
TILKENS FAMILY LTD PARTNERSHIP
Christel Giesen

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

MEETING DATE: January 7, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the December 17, 2013 Common Council Meeting.

ATTACHMENTS:

- Minutes Council 12-17-2013 City of De Pere (PDF)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, December 17, 2013

7:30 PM

De Pere City Hall Council Chambers

1. Call to order.

The Common Council Meeting was called to order on December 17, 2013 at 7:30 p.m., De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of Allegiance. The Council said the Pledge of Allegiance.
3. Approval of the Minutes of the December 3, 2013 Common Council Meeting.

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

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

Mayor Walsh wished everyone a Merry Christmas.

5. Recommendation from the Plan Commission for a CSM Application for a two lot and single outlot CSM at 647 Black Earth Drive.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Heuvelmans, Aldersperson
SECONDER:	Kevin Bauer, Aldersperson
AYES:	Bauer, Boyd, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty
EXCUSED:	Scott Crevier

6. Recommendation from the Plan Commission for a CSM Application for a two lot and single outlot CSM on Ravine Road.

Attachment: Minutes Council 12-17-2013 City of De Pere (1740 : Approval of the Minutes of the December 17, 2013 Common Council Meeting.)

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

7. Recommendation from the Finance/Personnel Committee to Accept \$250 Donation from Shopko to Police Department for Training Room.

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

8. Recommendation from the Finance/Personnel Committee to create a high deductible health plan and decrease the HRA contribution for employees contingent upon the failure of ratification of the police and fire contracts.
At 7:35 p.m., Mayor Walsh stated that this item would be moved to beyond the closed session section.

At 9:11 p.m., the Council discussed this recommendation. Because the Council voted to ratify the Police and Fire contracts, there is no longer a need to address this recommendation.

9. Recommendation from the Board of Public Works to Award Project 13-06 to Relyco, Inc.

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

10. Ordinance #13-25, Amending §1-11(e) De Pere Municipal Code Regarding Penalties for Municipal Ordinance Violations.

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

11. Ordinance #13-26, Amending §6-4(b) De Pere Municipal Code Regarding the Board of Public Works.

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

12. Ordinance #13-27, Amending §54-8 De Pere Municipal Code Regarding Moving or Razing Buildings.

This ordinance requires a second reading and will be on the January 7th, 2014 Common Council Agenda.

RESULT: ADOPTED [5 TO 2]
MOVER: Kevin Bauer, Alderperson
SECONDER: James Boyd, Alderperson
AYES: Bauer, Boyd, Heuvelmans, Kneiszel, Rafferty
NAYS: Michael Donovan, Larry Lueck
EXCUSED: Scott Crevier

13. Ordinance #13-28, Amendment Chapter 118 De Pere Municipal Code Regarding Exemptions to Taxicab License.

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Boyd, Alderperson
SECONDER: Michael Donovan, Alderperson
AYES: Bauer, Boyd, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty
EXCUSED: Scott Crevier

14. Resolution #13-155, Accepting Offer from Wisconsin Department of Transportation (WisDOT) for City to Purchase Former WisDOT Bridge Approach Property for Public Use.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: Bob Heuvelmans, Alderperson
AYES: Bauer, Boyd, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty
EXCUSED: Scott Crevier

15. Resolution #13-156, Authorizing Agreement Regarding the Sale and Purchase of Certain Property Between Cleo J. Klubertanz and the City of De Pere.
City Planner Ken Pabich stated that the City is acquiring this property for the extension of Commerce Drive.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: Larry Lueck, Alderperson
AYES: Bauer, Boyd, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty
EXCUSED: Scott Crevier

16. Resolution #13-157 Authorizing Facade Improvement Grant to Danen Properties, LLC (615-617 George Street).

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

17. Resolution #13-158, Authorizing and Approving a Revocable Occupancy Permit for 4 Forte, LLC for the Installation and Maintenance of Concrete Curb (950 Main Avenue).

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

18. Resolution #13-159, Approving Agreement for HVAC Preventative Maintenance Between the City of De Pere and Tweet-Garot Mechanical, Inc.

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

19. Resolution #13-160, Authorizing Second Amendment to Agricultural Farm Lease and Grass Cutting Agreement.

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

20. Resolution #13-161, Authorizing Development Agreement Between the City of De Pere and American Drive Realty, LLC.

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Boyd, Alderperson
SECONDER: Bob Heuvelmans, Alderperson
AYES: Bauer, Boyd, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty
EXCUSED: Scott Crevier

21. Resolution #13-162, Authorizing Facilities Use Agreement (De Pere Fiber Optic Group - WiscNet).

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

22. Resolution #13-163, Opposing Assembly Bill 522 Requiring Municipalities to Share Payments in Lieu of Tax (PILOTs) with Other Taxing Jurisdictions.

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

23. Resolution #13-164, Authorizing Submission of Wisconsin Economic Development Corporation Grant for Community Development Investment Program.

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

24. Resolution #13-165, Ratifying Grant Application to Wisconsin State Energy Office for Clean Energy Investments.

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

25. Resolution #13-166, Revising Sewer Service Rates (December 2013).
Mike Konecny from Schenck and Finance Director Joe Zegers answered questions from the Council.

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

26. Resolution #13-167, Authorizing Increase in Municipal Court Fees.

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

27. Resolution #13-168, Regarding Certain Fees.

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

28. Resolution #13-169, Regarding De Pere Parks, Recreation & Forestry Recreation Programs, Swimming Pools and Community Center Fees 2014.

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

29. Resolution #13-170, Authorizing Services Scope Statement with Kronos Incorporated.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Bob Heuvelmans, Alderperson
AYES:	Bauer, Boyd, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty
EXCUSED:	Scott Crevier

30. Resolution #13-171, Adopting City of De Pere Employee Policy Manual. Human Resources Director Shannon Metzler pointed out that the policy manual refers to summer hours; this was included in a survey in the winter newsletter and will be determined by the survey results. She also mentioned that language in the new manual regarding water employees weekend hours will be removed.

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

31. Appointment of Election Officials for 2014-2015 Elections. Alderperson Bauer stated for the record that he will vote against this; only two parties are represented by this list, and there are more than two political parties in this country.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Boyd, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty
NAYS:	Kevin Bauer
EXCUSED:	Scott Crevier

32. Voucher Approval.

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

33. Operator License Applications
Alderperson Bauer moved, seconded by Alderperson Heuvelmans to approve Previously Tabled Operator License for Misty Bero and to deny Previously Tabled Operator License for Kristin Trepanier. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License for Bailey Houston. Upon vote, motion carried unanimously.

34. Future agenda items.
35. Review tentative successor collective bargaining agreements with the De Pere Police Benevolent Association and the De Pere Professional Firefighters Association. Alderperson Lueck moved, seconded by Alderperson Rafferty to enter closed session at 8:05 p.m. Upon vote, motion carried unanimously.

Aldersperson Donovan moved, seconded by Aldersperson Kneiszel to reconvene in open session at 9:07 p.m. Upon vote, motion carried unanimously.

36. Resolution #13-172, Ratifying Contract with the De Pere Police Benevolent Association.

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

37. Resolution #13-173, Ratifying Contract with the De Pere Professional Firefighters Association, IAFF Local 141.

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

38. Adjournment. Aldersperson Bauer moved, seconded by Aldersperson Rafferty to adjourn the meeting at 9:11 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 7, 2014

DEPARTMENT: Plan Commission

FROM: Ken Pabich

SUBJECT: Resolution #14-01, Authorizing and Approving a Conditional Use Permit (Overnight Shelter Facility at 290 Reid Street - St. Norbert College Pennings Building).

ATTACHMENTS:

- Reso14-01 (DOCX)
- 1-7-14 Class 1-CU-SNC (DOCX)

RESOLUTION #14-01

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Overnight Shelter Facility at 290 Reid Street;
St. Norbert College Pennings Building)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 7th day of January, 2014 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

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

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(3), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-39(2)(a), De Pere Municipal Code, for purposes of permitting within the R-2 Single and Two Family Residence District, an overnight shelter facility at 290 Reid Street subject to the following conditions:

1. The building shall be equipped with the proper smoke and CO detectors.
2. The building shall be in compliance with code for residential occupants.
3. The number of beds is limited to 16 (sixteen).
4. Permitted days of operation are between January 8th and January 26th, 2014.
5. The hours of operation permitted are between 9p.m. and 6a.m. Daytime services or activities are not provided or permitted at this site.

Resolution #14-01
Page 2 of 2

6. The services provided on this site are limited to those related to providing a safe sleeping facility for guests.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of January, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-01 (1737 : Resolution #14-01, Conditional Use Application)

Publish: December 26, 2013 (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Tuesday, January 7, 2014 at 7:35 p.m. or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway Street, De Pere, Wisconsin, a public hearing will be held by the Common Council of the City of De Pere to act on the conditional use request for the following property:

Conditional Use to allow for an Overnight Shelter Facility at 290 Reid Street, which is Single & Two Family Residence (R-2) District. Petitioner: Saint Norbert College.

Dated this 26th day of December, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Attachment: 1-7-14 Class 1-CU-SNC (1737 : Resolution #14-01, Conditional Use Application)

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

MEETING DATE: January 7, 2014

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Presentation by Dave Vaclavik, Central Brown County Water Authority on Status of the Village of Wrightstown Source of Water Supply Determination.

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: January 7, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #14-01, Amending §54-8 De Pere Municipal Code
Regarding Moving or Razing Buildings (Second Reading).

ATTACHMENTS:

- Ord14-01 (DOCX)

ORDINANCE #14-01
(formerly Ordinance #13-27)

AMENDING §54-8, DE PERE MUNICIPAL CODE
REGARDING MOVING OR RAZING BUILDINGS

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

Section 1: **§54-8, Moving buildings**, is hereby repealed and recreated as follows:

Sec. 54-8. Moving or razing buildings.

- (a) *Permit required.*
- (1) Except as provided below, a permit is required to move or raze any building in the City. Before such permit is granted by the Building Inspector, the party applying therefore shall submit a properly completed application for the permit to the Building Inspection Department. Such application shall include:
 - A. Name of applicant;
 - B. Name and address of property owner(s);
 - C. Address and legal description(s) of property involved;
 - D. Description of work to be completed, including street route and travel time where building moving is involved; and
 - E. Such other information as determined necessary by the Building Inspector
 - (2) The permit shall require the applicant to indemnify and hold harmless the city from any and all liability arising from said moving or raising activities.
 - (3) A permit shall not be required for moving or razing private accessory sheds.
- (b) *Bond required.* The applicant shall include with such application a surety bond in the sum of \$250,000.00, which bond shall indemnify the city from any costs and expenses which may accrue against the city as the result of granting such permit.
- (c) *Insurance requirements.* No permit to move or raze any building shall be granted until the applicant files a certificate of insurance naming the city as an additional insured with the city clerk-treasurer, giving evidence of liability insurance in the following amounts:

- (1) Moving permit.
 - A. Public liability:
 - i. Bodily injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.
 - ii. Property damage: \$500,000.00 each occurrence, \$1,000,000.00 aggregate.
 - B. Auto liability:
 - i. Bodily injury: \$100,000.00 each occurrence, \$300,000.00 aggregate.
 - ii. Property damage: \$100,000.00 each occurrence.
- (2) Razing permit.
 - A. Public liability:
 - i. Bodily injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.
 - ii. Property damage: \$500,000.00 each occurrence, \$2,000,000.00 aggregate.
- (d) *Compliance with state law.* The permit holder shall comply with all relevant state statutes and other applicable provisions of this Code.
- (e) *Additional conditions for moving permit.*
 - (1) Applicant shall obtain a street closure permit from the Department of Public Works. Such permit request shall include all necessary approvals from public utilities or communications carriers.
 - (2) The street closure permit may order the move to occur between the hours of 6:30 p.m. and 6:00 a.m. for public safety reasons.
 - (3) The progress in moving any building shall be as continuous as possible during the hours of the day, and day by day, and night if the building inspector or street closure order requires, until complete, with the least possible obstruction of traffic movement.
 - (4) No building shall be allowed to remain overnight on any street crossing or intersection so near thereto as to prevent easy access to any fire hydrant, driveway or within 50 feet of the property line of the intersection of the street extended. Any building left in the street overnight shall be barricaded to protect traffic in

accordance with the latest state department of transportation Manual of Uniform Traffic Devices.

- (5) Tree trimming.
 - A. No permit shall be granted to move a building in, along or upon the public streets of the city if the measurements shown on the application indicate that street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the director of parks, recreation and forestry and their owner.
 - B. If it is necessary to trim any city-owned trees or shrubs to move the building and such trimming is approved by the director of parks, recreation and forestry, such department will trim the trees or shrubs and bill the party receiving the permit. The sureties referred to in this section shall be held until full payment of the costs of such trimming is received from the permit holder.
- (f) *Additional conditions for razing permit.*
 - (1) Except as provided below, a raze permit may be issued not less than 10 calendar days following the Buildings Inspector's receipt of a fully completed application.
 - A. The Building Inspector shall forward such completed application to the Chair of the Historic Preservation Commission for it to determine whether the structure subject to the raze permit is listed on the national, state or local register of historic places or if the structure is included in a federal, state or local historic district as a contributing structure. The Historic Preservation Commission may document such structure within the 10 calendar day period as permitted by property owner.
 - B. If such structure is listed as on the local register of historic places or if such structure is listed as a contributing property in a local historic district under §38-6 of this Code, the regulations of that chapter shall govern the issuance of any permit to raze the structure.
 - C. This subsection shall not apply to structures for which an order has been issued for razing or rehabilitation in accordance with Wis. Stats. §66.0413 or §94-12 of this Code.

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

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

Ordinance #14-01
Page 4 of 4

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of
January, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Ord14-01 (1728 : Razing Permit Ordinance (2d reading))

CURRENT ORDINANCE

Sec. 54-8. Moving buildings.

- (a) *Permit required.* Before a permit to move any building is granted by the building inspector, the party applying therefore shall have completed an appropriate permit delineating the route to be taken, limits on the time for the removal and travel, a certificate of insurance as required in subsection (c) of this section, and any and all other conditions required by the building inspector. Prior to the issuance of such permit, the street superintendent shall also approve of all conditions and terms of the permit.
- (b) *Bond required.* The party applying to move a building shall file with the city personnel/insurance manager a surety bond in the sum of \$5,000.00, which bond shall indemnify the city from any costs and expenses which may accrue against the city as the result of granting such permit.
- (c) *Certificate of insurance required.* No permit to move any building shall be granted until the applicant files a certificate of insurance naming the city as an additional insured with the city clerk-treasurer, giving evidence of liability insurance in the following amounts:
 - (1) *Public liability:*
 - a. Bodily injury: \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.
 - b. Property damage: \$500,000.00 each occurrence, \$500,000.00 aggregate.
 - (2) *Auto liability:*
 - a. Bodily injury: \$100,000.00 each occurrence, \$300,000.00 aggregate.
 - b. Property damage: \$100,000.00 each occurrence.
- (d) *Hold harmless agreement.* Notwithstanding the foregoing, the applicant shall indemnify and hold harmless the city from any and all liability arising out of moving of the structure.
- (e) *Compliance with state law.* The party receiving a permit hereunder shall also comply with Wis. Stats. ch. 348, and any other relevant state or provision of this Code.
- (f) *Additional conditions.* The progress in moving any building shall be as continuous as possible during the hours of the day, and day by day, and night if the building inspector or street superintendent so orders until complete, with the least possible obstruction of traffic movement. If, in the opinion of the street superintendent, the move constitutes a hazard or obstruction of traffic movement, the superintendent may order that the move take place between the hours of 6:30 p.m. and 6:00 a.m. No building shall be allowed to remain overnight on any street crossing or intersection so near thereto as to prevent easy access to any fire hydrant, driveway or within 50 feet of the property line of the intersection of the street extended. Any building left in the

street overnight shall be barricaded to protect traffic in accordance with the latest state department of transportation Manual of Uniform Traffic Devices.

- (g) *Temporary signage.* If the street superintendent deems it necessary to post no parking signs and other traffic control signs along the route the building is to be moved upon and to allow the building to be moved safely, the superintendent shall, upon the advice and consent of the director of public works, order them to be erected and taken down after the building is moved and bill the full cost to the party receiving the permit to move the building. The city shall hold the sureties given by the person as provided in this section until full payment for any such signage is received.
- (h) *Tree trimming.*
 - (1) Permission shall in no case be granted to move a building in, along or upon the public streets of the city if the measurements shown on the application indicate that street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the director of parks, recreation and forestry and their owner.
 - (2) If it is necessary to trim any city-owned trees or shrubs to move the building and such trimming is approved by the director of parks, recreation and forestry, such department will trim the trees or shrubs and bill the party receiving the permit. The sureties referred to in this section shall be held until full payment of the costs of such trimming is received.

(Ord. No. 08-31, § 1, 11-18-2008)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 7, 2014

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Resolution #14-02, Authorizing Participation in the Department of Natural Resources Municipal Dam Grant Program.

The City owns a small portion of the dam on the Fox River. The section is located off the end of James Street and extends to the Fox River Navigational Authority property at the locks (see attached). In 2010, the City and Wisconsin Department of Natural Resources (WDNR) completed a field review. Seepage was identified at several points through the dam. City staff began monitoring the seepage depth and upstream elevations of the reservoir. Based on these observations, it was determined that the seepage through the dam decreases as the reservoir depth decreases and actually reaches a point where the main seepage points completely stop.

The City contracted with the Army Corps of Engineers (ACOE) to complete an analysis of the dam to determine the source/location of the leak. The report was completed in July of 2013. ACOE completed a survey and ran several tests to determine the point of the leak. Through the use of a dye test, ACOE identified the location of the leak near the west end of the dam. Repairs are required on the dam. The City is continuing to work with ACOE to complete recommendations for repairing the leak.

The Wisconsin Department of Natural Resources has a municipal dam grant program to assist communities in repairing dams. Applications for the grant are due January 22nd, 2014. Grant funding is up to 50% of the first \$400,000 of total eligible project costs. The preliminary estimates for the dam repair from ACOE is under \$200,000. In order to be eligible to apply for the grant, the attached resolution needs to be approved by the City.

ATTACHMENTS:

- Reso14-02 (DOCX)

RESOLUTION #14-02

AUTHORIZING PARTICIPATION IN THE DEPARTMENT OF NATURAL RESOURCES
MUNICIPAL DAM GRANT PROGRAM

RESOLUTION OF: CITY OF DE PERE

County of Brown

WHEREAS, the City of De Pere owns the De Pere Dam and requests financial assistance under s. 31.385 and s. 227.11, Wis. Stats., and ch. NR 335, Wis. Adm. Code, for the purpose of dam repair; and

WHEREAS, the state share for such a project may not exceed 50 percent (50%) of the first \$400,000.00 of total eligible project costs nor 25 percent (25%) of the next \$800,000.00 of total eligible project costs.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of De Pere hereby authorizes the City Engineer to:

- Submit an application to the DNR for financial aid under ch. NR 335, Wis. Adm. Code;
- sign grant agreement documents;
- take all necessary action to complete the project associated with any grant agreement; and
- submit reimbursement claims along with necessary supporting documentation.

BE IT FURTHER RESOLVED THAT:

The City of De Pere agrees to pay a share of the eligible costs which is equal to the total project cost minus the state share.

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.

Resolution #14-02
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of
January, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-02 (1732 : Resolution #14-02, WDNR Municipal Dam Grant Program)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 7, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #14-03, Authorizing Submission of Department of Natural Resources Grant Application for Development of Recreational Boating Facilities.

The Wisconsin Department of Natural Resources has a grant program through the Waterways Commission that allows us to apply for funding to assist in refurbishing docks and/or boat launches. We would like to leverage our \$5000 that has been approved in the 2014 budget to try and get additional funding for repairing our docks at Voyageur Park. We are hopeful that with the grant we can refurbish all the Finger Points.

The Board of Park Commissioners has reviewed this issue and is recommending applying for the grant.

ATTACHMENTS:

- Reso14-03 (DOCX)
- 20131114144705666 (PDF)

RESOLUTION #14-03

AUTHORIZING SUBMISSION OF DEPARTMENT OF NATURAL RESOURCES GRANT
APPLICATION FOR DEVELOPMENT OF RECREATIONAL BOATING FACILITIES

WHEREAS, the City of De Pere requests assistance for the purpose of developing recreational boating facilities; and

WHEREAS, the City plans to start refurbishing the docks at Voyageur Park.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of De Pere has budgeted a sum sufficient to complete the project and hereby authorizes the Director of Parks, Recreation and Forestry to:

- Submit an application to the Wisconsin Waterways Commission for financial assistance;
- sign documents; and
- take all necessary action to undertake, direct and complete the approved project

BE IT FURTHER RESOLVED THAT:

The City of De Pere will comply with state and federal rules for the programs; may perform force account work; will maintain the completed project in an attractive inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval in writing from the Wisconsin Waterways Commission before any change is made in the use of the project site (if applicable).

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 7th day of January, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-03 (1733 : Resolution #14-03 to approve grant application to WDNR for Voyageur Dock repairs.)

State of
Department of Natural Resources
Box 7921, Madison WI 53707-7921
wi.gov

Financial Assistance Application

Form 8700-121 (R 12/07)

Page 1 of 2

Packet Pg. 28

Notice: This form is authorized under s. 30.92, Wis. Stats. You must complete this form in order to apply for or receive financial assistance from the Department of Natural Resources. Failure to complete this form will result in denial of financial assistance. Personally identifiable information on this form is not intended to be used for any other purpose.

1. Complete the suggested resolution on the reverse side, or submit a resolution conforming to the appropriate section of ch. NR 7, Wis. Adm. Code.
2. Submit 2 copies of all forms and attachments. See reverse side for necessary attachments.
3. Mail application to the appropriate DNR regional office (address on page 2).

Date Prepared

Leave Blank - DNR Use Only

Received

Project Number

Acknowledged

Type of Project

- ☐ Feasibility Study ☐ Development Project ☐ Channel Dredging ☐ Aids to Navigation and Regulatory Markers
☐ Weed Harvesting Equipment ☐ EWM Treatment ☐ Trash Skimmer

Applicant Information

Applicant/Organization Name		Check Recipient: Individual <u>other</u> than authorized individual to act on behalf of the applicant. Provide check recipient information below:
Authorized Individual Name	Title	Check Recipient Name: (Name to Appear on Check)
Address		Address
City, State, ZIP Code		City, State, ZIP Code
Telephone Number ()		E-Mail Address

Project Information

Project Title

For a feasibility study, development or channel dredging project, list proposed work items with schedule for completion.

Summarize number and type of navigational or regulatory markers.

List the pieces of weed harvesting equipment, and specify how they are to be utilized and maintained.

Required Attachments

- Proof of project's feasibility for development or channel dredging projects.
- Plans for the development of launching ramps that indicate percentage slope of the ramp and the width of the existing or proposed boarding dock.
- List all sources of sponsor match. Note other sources of any donation or in-kind costs.

Estimated Costs		Leave Blank - DNR Use Only
		Eligible Costs
State Share		State Share
Applicant's Share		Applicant's Share
Total		Total

☐ Check here if the applicant conducts a boating safety enforcement and education program approved by the Department.

☐ Check here if applicant is requesting cost sharing under NR 7.088, projects of regional or statewide significance.

List any other state or federal aid, grant or loan program that have been, are, or may be involved in this project. If none, check here ☐

As the applicant's authorized official, I certify that to the best of my knowledge, the information in this application is true and correct.

Typed Name of Authorized Official

Signature of Authorized Official

Waterways Application Attachments**Feasibility Study:**

- A. Governmental unit or qualified lake association resolution authorizing participation (sample below).
- B. List of tasks to be accomplished and the cost of each. Tasks should be arranged under the following headings:
 - 1. Economic Analysis; 2. Environmental Analysis; 3. Engineering Analysis.

Development:

- A. Governmental unit or qualified lake association resolution requesting financial assistance and authorizing participation (sample below).
- B. Statement of feasibility of the project covering economic, environmental and engineering aspects.
- C. Cost estimate worksheet (Form 8700-14).
- D. Preliminary site plans.
- E. Construction plans of structures to be built.
- F. Copy of permit.

Channel Dredging:

- A. Governmental unit or qualified lake association resolution requesting financial assistance and authorizing participation (sample below).
- B. Statement of feasibility of the project covering economic, environmental and engineering aspects.
- C. Cost estimate worksheet (Form 8700-14).
- D. Preliminary engineering plans.
- E. Copy of permit (if applicable).

Navigational or Regulatory Markers:

Copy of waterway placement permit indicating buoys or markers requested.

Weed Harvesting Equipment:

- A. Copy of approved weed harvesting management plan.
- B. Cost estimate worksheet (form 8700-14).
- C. Governmental unit or qualified lake association resolution requesting financial assistance and authorizing participation (sample below).

Chemical Treatment of Eurasian Water Milfoil (EWM):

Copy of chemical treatment permit.

Trash Skimmer: Cost Estimate Worksheet (form 8700-014)**Sample Resolution**

WHEREAS, _____ hereby requests assistance for purpose of ☐ performing a feasibility study for ☐ developing recreational boating facilities ☐ acquiring weed harvesting equipment ☐ dredging a channel for recreation boating ☐ acquiring aids to navigation or regulatory markers as described in the application ☐ acquiring trash skimming equipment ☐ chemical treatment for EWM

THEREFORE, BE IT RESOLVED, that _____ has budgeted a sum sufficient to complete the study, project, or acquisition and

HEREBY AUTHORIZES _____, _____, to act on behalf of _____ to:

- Submit an application to the Wisconsin Waterways Commission for financial assistance;
- Sign documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that _____ will comply with state and federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval in writing from the Wisconsin Waterways Commission before any change is made in the use of the project site (if applicable).

Adopted this _____ day of _____, 20____.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting on the _____ day of _____, 20____.

Authorized Signature _____
Title _____

Department of Natural Resources Regional Offices**Northern Region**

810 Maple Street
Spooner, WI 54801
(715) 635-4159

OR

107 Sutliff
Rhineland, WI 54501
(715) 365-8928

Northeast Region

2984 Shawano Avenue
PO Box 10448
Green Bay, WI 54307-0448
(920) 662-5121

Southeast Region

2300 N. Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212
(414) 263-8610

South Central Region

3911 Fish Hatchery Road
Fitchburg, WI 53711
(608) 275-3265

West Central Region

1300 W. Clairemont Avenue
Eau Claire, WI 54702
(715) 839-3713

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 7, 2014

DEPARTMENT: Common Council

FROM: Marty Kosobucki

SUBJECT: Resolution #14-04, Authorizing 2014 Agreement Between Aging & Disability Resource Center of Brown County, Inc. and City of De Pere.

Staff is requesting approval for the newly revised contract with the Aging and Disability Resource Center (ADRC). Our current agreement was outdated, thus it was in the best interest of both parties to update the agreement, which covers duties and responsibilities associated with administering the nutrition program as well as the rental obligations and reimbursement by the ADRC for half of the Senior Program Coordinator's salary and benefits. The contract has been reviewed by the City Attorney and approved by the Corporate Counsel of the ADRC.

Thank you for your time and consideration.

ATTACHMENTS:

- Reso14-04 (DOCX)
- 2014 ADRC -DePere Contract Final (PDF)

RESOLUTION #14-04

AUTHORIZING 2014 AGREEMENT BETWEEN AGING & DISABILITY RESOURCE
CENTER OF BROWN COUNTY, INC. AND CITY OF DE PERE

WHEREAS, the current Agreement with Aging & Disability Resource Center of Brown County, Inc. is in need of updating; and

WHEREAS, the City wishes to continue providing the nutrition program for senior citizens at its Community Center on the terms and conditions found in the 2014 Agreement Between Aging & Disability Resource Center of Brown County, Inc. and City of De Pere attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Park Commissioners has reviewed this Agreement and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the 2014 Agreement Between Aging & Disability Resource Center of Brown County, Inc. and City of De Pere (Exhibit 1) together with subsequent renewals thereof provided the terms and conditions are substantively similar and sufficient funds have been properly budgeted therefor.

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 7th day of January, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-04 (1738 : Resolution #14-04, to approve ADRC Contract.)

___ Agency Copy

___ Provider Copy

**2014 AGREEMENT BETWEEN
AGING & DISABILITY RESOURCE CENTER OF BROWN COUNTY, INC.
AND
CITY OF DE PERE**

This Agreement is made and entered into this 1st day of January 2014 by and between the Aging & Disability Resource Center of Brown County, Inc. ("ADRC"), a private, non-profit corporation organized and existing under the laws of the State of Wisconsin, with its principal place of business located at 300 South Adams Street in Green Bay, Wisconsin 54301 and the City Of De Pere ("City"), a Wisconsin municipality in Brown County with its office located at the De Pere Community Center, 600 Grant Street, in De Pere, Wisconsin 54115.

WHEREAS, the ADRC administers the Nutrition Program for residents of Brown County who are 60 years of age or older under the regulations of the Older Americans Act, 45 CFR Part 1321, and other similar programs for older adults, adults with disabilities and their caregivers ("Services"), within Brown County; and

WHEREAS, the City, is committed to providing said Services to its older citizens.

NOW, THEREFORE, upon consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **TERM OF AGREEMENT:** It is agreed among the parties that this Agreement shall become effective January 1, 2014 and shall expire on December 31, 2014 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for consecutive terms of one year ("Renewal Term(s)") unless either party: (1) notifies the other of its intent to not renew by October 1st of the initial Term year; (2) notifies the other of its intent to not renew by October 1st of any Renewal Term year thereafter; or (3) terminates this Agreement as otherwise provided for herein..
2. **ADRC'S DUTIES AND RESPONSIBILITIES:** It is agreed among the parties that the ADRC's duties, responsibilities and obligations hereunder are as follows:
 - A. Make payments to the City on a quarterly basis per the amounts noted in Appendix A for the following Services that it provides in accordance with the terms and conditions of this Agreement:
 - i. Rental of the Facility to host the ADRC Nutrition Program located at 600 Grant Street in De Pere, Wisconsin ("Facility"). If the City decides to increase the Facility's rent, it shall notify the ADRC of the same, in writing, on or before April 30th of the Initial Term or the then existing Renewal Term, the anticipated increase to commence on day one of the succeeding Renewal Term. Should the ADRC determine, in its sole discretion, that its funding is insufficient to cover the anticipated increase in rental of the Facility or disagree with the proposed increase amount, either party may terminate or not renew this Agreement as provided for herein;
 - ii. Salary and benefits of up to 50% for the City's Senior Program Coordinator ("Coordinator") who manages the nutrition site. The City shall notify the ADRC, in writing, on or before April 30th of the Initial Term and each Renewal Term thereafter

Attachment: 2014 ADRC -DePere Contract Final (1738 : Resolution #14-04, to approve ADRC Contract.)

of the Coordinator's anticipated salary and benefit amount for the upcoming Renewal Term year. Should the ADRC determine, in its sole discretion, that its funding is insufficient to cover said anticipated salary and benefits or disagree with the proposed salary and benefit amount, either party may terminate or not renew this Agreement as provided for herein.

- B. Provide training and support to the City's Senior Program Coordinator designated to manage the Nutrition Program.
 - C. Provide the disposable supplies, heated delivery bags and on-site kitchen warming units for the Nutrition Program. Provide repairs or replacement of such items when deemed necessary.
3. **CITY'S DUTIES AND RESPONSIBILITIES:** It is agreed among the parties that the City's duties, responsibilities and obligations hereunder are as follows:
- A. Provide an adequate Facility for purposes of operating a Nutrition Program that complies with all applicable federal, state and local standards and regulations.
 - B. Appoint and employ, as a City and not an ADRC employee, a .5 FTE (20 hours per week) staff person responsible for managing the Nutrition Program at the Facility. Said management of the Nutrition Program shall include the duty to:
 - i. Organize, supervise, coordinate and monitor the operations of the Nutrition Program at the Facility;
 - ii. Ensure the Facility is welcoming and supportive of consumers;
 - iii. Ensure the packaging and distribution of homebound meals;
 - iv. Ensure food handling and service meets the *ServSafe* guidelines;
 - v. Recruit and supervise volunteers to assist at the Facility's dining site and in the delivery of homebound meals;
 - vi. Ensure that dining participants have the opportunity to contribute and that contributions are handled according to federal, state and agency policies (see Appendix C);
 - vii. Plan and organize socialization and other activities at the Facility's dining site;
 - viii. Ensure confidentiality of consumer information and records pursuant to governing law, including but not limited to HIPAA, HITECH and any applicable state privacy laws;
 - ix. Ensure that nutrition education is provided at the Facility's dining site;
 - x. Post consumer policies as applicable and provided by the ADRC;
 - xi. Maintain accurate participation records and other Nutrition Program documentation;
 - xii. Submit reports in a timely manner; and
 - xiii. Participate in the Quarterly Nutrition Unit Meeting of the ADRC.
 - C. Provide an adequate and sufficient number of tables, chairs and serving facilities for the Nutrition Program.
 - D. Provide access and use of a telephone, fax, computer and internet.

- E. Provide access to an area served by water.
 - F. To the greatest extent feasible, provide snow removal and salting prior to 9:00 AM.
 - G. Provide an adequate storage area for supplies.
 - H. Agree to meet state and federal service standards as expressed by state and federal laws applicable to the Services covered by this Agreement.
 - I. Agree to promptly notify the ADRC whenever it is unable to comply with applicable state and federal laws.
 - J. Furnish the ADRC with certificates of insurance to demonstrate that it has procured the required insurance.
4. **AGENTS, EMPLOYEES AND REPRESENTATIVES OF ONE PARTY NOT AGENTS OR EMPLOYEES OF OTHER PARTY:** The parties to this Agreement specifically intend, agree and understand that no relation of employer-employee is created by this Agreement. No agent, employee, representative or contractor of the one party shall be or shall be deemed to be the agent, employee, representative or contractor of another party hereto.
5. See Appendices A-1 and A-2 for Indemnity and Insurance Requirements.
6. **AMENDMENT, ASSIGNMENT:** This Agreement may be amended from time to time upon mutual written agreement of the parties hereto and as may be required by applicable state and federal agencies and regulations.
- No party hereto shall have the right to assign this Agreement or any part hereof to any person, firm or corporation, without the written consent of the other parties, which written consent may not be arbitrarily withheld.
7. **TERMINATION:** This Agreement may be terminated during its Initial Term or during any Renewal Term thereafter by the mutual consent of the parties hereto. Alternatively, any party may terminate and cancel this Agreement during its Initial Term or during any Renewal Term thereafter by giving sixty (60) days written notice to the other parties of such termination and cancellation. In addition, any party may terminate and cancel this Agreement, if the other party fails to comply with the terms and conditions of this Agreement, by giving fifteen (15) days written notice to the other parties of such default.
8. **FORCE MAJEURE:** If the performance of any part of this Agreement is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, this Agreement may be terminated by giving written notice.
9. **NOTICE:** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

CITY OF DEPERE at:
 Paula Rahn
 Community Center Manager
 600 Grant Street
 DePere, WI 54115
prahn@mail.de-pere.org
 (920) 339-2471

ADRC at:
 Christel Giesen
 300 South Adams Street
 Green Bay, WI 54305-3600
Giesen_cd@co.brown.wi.us
 (920) 448-4297

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" or Email and deemed delivered upon receipt by the addressee. Either party may change the above contact information by giving the other party notice of the same at any time.

10. **VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the ADRC and City shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
11. **CONFLICT OF INTEREST:**
 - A. **Interest in Agreement** - No officer, employee or agent of the ADRC who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.
 - B. **Interest of Other Local Public Officials** - No member of the governing body of the ADRC, who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.
 - C. **Interest of Corporation and Employees** - If the City is aware or becomes aware that any person described in Sections 10, A. or B. of this Agreement has any personal financial interest, direct or indirect, in this Agreement, the City shall immediately disclose such knowledge to the ADRC. The City further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The City further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed or subcontracted.
11. **SEVERABILITY:** The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.
12. **CONSTRUCTION:** All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or

enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

13. **SIGNATURE AUTHORITY:** The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Agreement.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the ADRC and the City with respect to the subject matter hereof and there is no other or further written or oral understandings or agreements with respect hereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized representatives of the ADRC, Agent and Principal.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their respective duly authorized representatives on the date first above written.

CITY OF DEPERE

Date

AGING & DISABILITY RESOURCE CENTER
OF BROWN COUNTY, INC.

Tom Diedrick, Chairperson

Date

Devon Christianson, Director

Date

Attachment: 2014 ADRC -DePere Contract Final (1738 : Resolution #14-04, to approve ADRC Contract.)

CITY OF DEPERE
LISTING OF APPENDICES

- | | |
|----------------|--|
| Appendix A | - Contract Amounts for 2014 |
| Appendix B (1) | - Purchaser Indemnity and Insurance Requirements |
| Appendix B (2) | - Provider Insurance Certificate |
| Appendix C | - Nutrition Program Income Policy |

Attachment: 2014 ADRC -DePere Contract Final (1738 : Resolution #14-04, to approve ADRC Contract.)

**CITY OF DEPERE
APPENDIX A
Contract Awards for 2014**

1. Nutrition Program annual rent totaling \$2,580 to be paid on a quarterly basis of \$645 per quarter.
2. 50% of the Senior Program Coordinator's salary and benefits, not to exceed \$33,115.58 in 2014, payable to the City of De Pere on quarterly basis.

Attachment: 2014 ADRC -DePere Contract Final (1738 : Resolution #14-04, to approve ADRC Contract.)

CITY OF DEPERE

**APPENDIX B (1)
PROVIDER INDEMNITY AND INSURANCE REQUIREMENTS**

Hold Harmless

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

Insurance Requirements

Provider shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder. Such insurance shall be provided by insurer(s) authorized to conduct business in the State of Wisconsin.

The Provider shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a representative of the Purchaser, nor shall the Provider allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a representative of the Purchaser.

Explanation of Insurance Requirements

The Purchaser shall maintain the following types of insurance in the amounts at least equal to those specified.

Worker's Compensation Insurance, in compliance with the laws of the State of Wisconsin and its statutory limits with Employer's Liability Insurance in an amount not less than \$100,000 per claimant.

General Liability Insurance, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence for general liability and an annual aggregate of \$2,000,000.

Automobile Liability Insurance, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence which includes all autos (owned, hired and non-owned).

Additional Insured

The Provider agrees that the General Liability and Automobile Liability insurance policies shall be endorsed to name the Purchaser as additional insured's as respects: liability arising out of activities performed by or on behalf of the provider: products and completed operations; premises owned, occupied or used; or automobiles owned, leased, hired or

borrowed. The coverage shall contain no special limitations on the scope of protection to the Purchaser.

Waiver of Subrogation

Insurers shall waive all subrogation rights against the Purchaser on all policies listed on the insurance certificate.

Cancellation Notice

The Purchaser will be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to Purchaser prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon thirty (30) days prior written notice to the Purchaser.

The certificate of insurance will be delivered to the Purchaser prior to the execution of the contract.

The certificate holder shall be noted as:

Aging & Disability Resource Center of Brown County
300 S. Adams Street
Green Bay, WI 54301

CITY OF DEPERE
APPENDIX B (2)
PROVIDER INSURANCE CERTIFICATE

Provider – Please insert copy.

Attachment: 2014 ADRC -DePere Contract Final (1738 : Resolution #14-04, to approve ADRC Contract.)

CITY OF DEPERE

APPENDIX C

NUTRITION PROGRAM INCOME POLICY

**Aging & Disability Resource Center
300 S. Adams Street
Checklist for Monetary Receipts and Deposits
DePere Dining Site**

Nutrition Donations Received at DePere Dining Site:

The DePere Dining Site has donation statements sent out monthly for their consumers but they also make bank deposits for any cash donations they receive from consumers at their site. The steps below should be followed and the nutrition site manager should also send the consumer's name and amount of donation to the main office for recording in Donation 2 data base – for consumer information only.

- Donations collected at all Dining Sites shall be counted and verified by two (2) persons.
- Record donations daily and have both persons sign the Form 554 Donation Verification – *Attachment A*.
- Stamp the back of the checks for Deposit Only.
- Fill out a two part bank deposit slip each day. List each check separately noting the name and the amount. Have two persons verify and initial the deposit slip that it is the same as the donation amount verified for that day. Record the deposit amount and date on Form 543 Deposit Record – *Attachment B*.
- Lock up donations, verification form and deposit record forms daily in designated secure location every day.
- Every Friday, take the deposit to Associated Bank. Have the teller validate one copy (yellow) of the deposit slip or collect the white deposit receipt ticket.
- Staple the Form 554 Donation Verification, the Form 543 Deposit Record and the yellow deposit slip validated by the bank (or bank receipts as proof of depositing) copies together and send them via interoffice mail with the nutrition caterer to the Nutrition Coordinator at the ADRC's main office with the other weekly paperwork.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 7, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 1-7-2014 Vouchers (PDF)

12/31/2013 11:30 AM

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VENDOR: 04220 JAN 2014 COUNCIL FY 2013

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2568	A-1 AUTO UPHOLSTERY INC I-18676	A-1 AUTO UPHOLSTERY INC	R	12/31/2013		225.00CR	070182	225.00
0001	A1 ELEVATOR CORP I-5701	A1 ELEVATOR CORP	R	12/31/2013		150.00CR	070183	150.00
0302	AIRGAS USA LLC I-9022450654 I-9022750551 I-9914533524 I-9914533525 I-9914533526	AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC	R R R R R	12/31/2013 12/31/2013 12/31/2013 12/31/2013 12/31/2013		68.75CR 131.58CR 153.17CR 395.82CR 122.90CR	070184 070184 070184 070184 070184	 872.22
3919	ALLIED UTILITY EQUIPMENT INC I-12742	ALLIED UTILITY EQUIPMENT INC	R	12/31/2013		447.00CR	070185	447.00
5604	AURORA BAYCARE MED CTR LLC I-KK142	AURORA BAYCARE MED CTR LLC	R	12/31/2013		247.20CR	070186	247.20
0020	BADGERLAND PRINTING INC I-22812 I-22905	BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R	12/31/2013 12/31/2013		34.00CR 98.00CR	070187 070187	 132.00
5672	BANKERS ADVERTISING CO I-201312312900	BANKERS ADVERTISING CO	R	12/31/2013		408.39CR	070188	408.39
0023	BATTERIES PLUS LLC I-501-235513-01 I-501-413499	BATTERIES PLUS LLC BATTERIES PLUS LLC	R R	12/31/2013 12/31/2013		590.00CR 97.50CR	070189 070189	 687.50
0027	BAY TOWEL INC I-1731615 I-1732939 I-1732940 I-1736129 I-1736130 I-1736131 I-1738012 I-1739346 I-1739347	BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC	R R R R R R R R R	12/31/2013 12/31/2013 12/31/2013 12/31/2013 12/31/2013 12/31/2013 12/31/2013 12/31/2013 12/31/2013		80.90CR 36.40CR 51.95CR 36.40CR 50.42CR 20.91CR 80.90CR 36.40CR 54.86CR	070190 070190 070190 070190 070190 070190 070190 070190 070190	 449.14
0025	BAYCOM INC I-152174	BAYCOM INC	R	12/31/2013		14.00CR	070191	14.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3175	DEREK BEIDERWIEDEN I-201312262884	DEREK BEIDERWIEDEN	R	12/31/2013		14.01CR	070192	14.01
6868	BLUERAVEN CREATIVE I-2445	BLUERAVEN CREATIVE	R	12/31/2013		60.00CR	070193	60.00
0649	BRAUER SUPPLY & EQUIPMENT I-20131211	BRAUER SUPPLY & EQUIPMENT	R	12/31/2013		508.00CR	070194	508.00
0039	BROOKS TRACTOR INC I-D28664 I-D28863	BROOKS TRACTOR INC BROOKS TRACTOR INC	R R	12/31/2013 12/31/2013		20.42CR 1,256.15CR	070195 070195	 1,276.57
0046	BROWN COUNTY PORT SOLID WASTE DEPT I-23535	BROWN COUNTY PORT SOLID WASTE	R	12/31/2013		16,150.68CR	070196	16,150.68
0737	BRUCE MUNICIPAL EQUIPMENT INC I-5132751 I-5132962	BRUCE MUNICIPAL EQUIPMENT INC BRUCE MUNICIPAL EQUIPMENT INC	R R	12/31/2013 12/31/2013		582.92CR 568.36CR	070197 070197	 1,151.28
0115	CARQUEST AUTO PARTS LLC I-6339-178357 I-6339-178857	CARQUEST AUTO PARTS LLC CARQUEST AUTO PARTS LLC	R R	12/31/2013 12/31/2013		10.24CR 30.57CR	070198 070198	 40.81
1962	CASPERS TRUCK EQUIPMENT INC I-71047	CASPERS TRUCK EQUIPMENT INC	R	12/31/2013		330.00CR	070199	330.00
0536	CDW GOVERNMENT INC I-HJ32971	CDW GOVERNMENT INC	R	12/31/2013		135.83CR	070200	135.83
2708	CLEANING SOLUTION SERVICES INC I-05-8543 I-05-8656 I-05-8679	CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC CLEANING SOLUTION SERVICES INC	R R R	12/31/2013 12/31/2013 12/31/2013		192.03CR 1,225.00CR 742.15CR	070201 070201 070201	 2,159.18
6414	COMMUNICATIONS ENGINEERING CO I-58233	COMMUNICATIONS ENGINEERING CO	R	12/31/2013		478.00CR	070202	478.00
5970	COPPENS INC I-201312312901	COPPENS INC	R	12/31/2013		200.00CR	070203	200.00
0217	COUNTRY VISIONS COOPERATIVE I-201312262885 I-201312312902	COUNTRY VISIONS COOPERATIVE COUNTRY VISIONS COOPERATIVE	R R	12/31/2013 12/31/2013		22.85CR 3.99CR	070204 070204	 26.84

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0063	DAANEN & JANSSEN INC							
	I-135663	DAANEN & JANSSEN INC	R	12/31/2013		120.00CR	070205	120.00
2624	DECKER SUPPLY CO							
	I-880899	DECKER SUPPLY CO	R	12/31/2013		1,601.46CR	070206	1,601.46
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1605763	EMERGENCY MEDICAL PRODUCTS INC	R	12/31/2013		85.35CR	070207	85.35
0091	FASTENAL COMPANY							
	I-WIGRE282940	FASTENAL COMPANY	R	12/31/2013		7.31CR	070208	
	I-WIGRE283627	FASTENAL COMPANY	R	12/31/2013		701.66CR	070208	708.97
2839	FAULKS BROS CONSTRUCTION INC							
	I-199849	FAULKS BROS CONSTRUCTION INC	R	12/31/2013		1,115.81CR	070209	
	I-199850	FAULKS BROS CONSTRUCTION INC	R	12/31/2013		1,111.34CR	070209	
	I-199851	FAULKS BROS CONSTRUCTION INC	R	12/31/2013		1,111.34CR	070209	
	I-199852	FAULKS BROS CONSTRUCTION INC	R	12/31/2013		1,109.26CR	070209	
	I-199853	FAULKS BROS CONSTRUCTION INC	R	12/31/2013		1,107.18CR	070209	5,554.93
0331	FERGUSON WATERWORKS #1476 INC							
	I-142445	FERGUSON WATERWORKS #1476 INC	R	12/31/2013		3,750.00CR	070210	3,750.00
2627	FESTIVAL FOODS INC							
	I-188	FESTIVAL FOODS INC	R	12/31/2013		6.22CR	070211	
	I-263	FESTIVAL FOODS INC	R	12/31/2013		15.65CR	070211	
	I-61	FESTIVAL FOODS INC	R	12/31/2013		7.88CR	070211	29.75
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-12441	FIRE APPARATUS & EQUIPMENT INC	R	12/31/2013		95.17CR	070212	95.17
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2236339-00	FIRST SUPPLY GREEN BAY LLC	R	12/31/2013		288.00CR	070213	
	I-2260225-00	FIRST SUPPLY GREEN BAY LLC	R	12/31/2013		322.74CR	070213	610.74
1668	FORESTRY SUPPLIERS INC							
	I-547187-00	FORESTRY SUPPLIERS INC	R	12/31/2013		4,496.92CR	070214	4,496.92
0835	FOSTER COACH SALES INC							
	I-7468	FOSTER COACH SALES INC	R	12/31/2013		62.93CR	070215	62.93
0105	FOX SPECIALITY COMPANY							
	I-26769	FOX SPECIALITY COMPANY	R	12/31/2013		103.34CR	070216	103.34

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1383	ED GERSEK INC I-13-22 (2)	ED GERSEK INC	R	12/31/2013		96,755.61CR	070217	96,755.61
0116	GRAINGER INC I-9320242713 I-9324065094	GRAINGER INC GRAINGER INC	R	12/31/2013 12/31/2013		142.40CR 93.81CR	070218 070218	 236.21
0351	HACH COMPANY I-8613123	HACH COMPANY	R	12/31/2013		494.59CR	070219	494.59
6869	HALO INNOVATIONS INC. I-89481	HALO INNOVATIONS INC.	R	12/31/2013		175.19CR	070220	175.19
4902	HALRON LUBRICANTS INC I-634159-00	HALRON LUBRICANTS INC	R	12/31/2013		34.80CR	070221	34.80
0446	HAWKINS INC I-3545399 RI	HAWKINS INC	R	12/31/2013		4,811.39CR	070222	4,811.39
3521	HD SUPPLY WATERWORKS LTD I-B848365 I-B882437	HD SUPPLY WATERWORKS LTD HD SUPPLY WATERWORKS LTD	R	12/31/2013 12/31/2013		816.00CR 1,371.00CR	070223 070223	 2,187.00
5484	HYDRO DESIGNS INC I-30783-IN	HYDRO DESIGNS INC	R	12/31/2013		1,415.00CR	070224	1,415.00
1399	INDOFF INC I-2377423 I-2378107 I-2378439 I-2379098 I-2379383 I-2380716 I-2381641 I-2385336	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R	12/31/2013 12/31/2013 12/31/2013 12/31/2013 12/31/2013 12/31/2013 12/31/2013 12/31/2013		14.99CR 900.89CR 25.41CR 29.15CR 25.49CR 41.90CR 48.99CR 7.64CR	070225 070225 070225 070225 070225 070225 070225 070225	 1,094.46
0567	INDUSTRIAL MARKETING CORP I-38853	INDUSTRIAL MARKETING CORP	R	12/31/2013		250.98CR	070226	250.98
6809	JACK'S MAINTENANCE SERVICE INC. I-20315	JACK'S MAINTENANCE SERVICE INC	R	12/31/2013		320.00CR	070227	320.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1276	JX ENTERPRISES INC							
	I-D-233380111	JX ENTERPRISES INC	R	12/31/2013		124.80CR	070228	
	I-D-233390062	JX ENTERPRISES INC	R	12/31/2013		2.81CR	070228	
	I-D-233540055	JX ENTERPRISES INC	R	12/31/2013		190.28CR	070228	317.89
6870	KIEFER & ASSOC LLC							
	I-351263	KIEFER & ASSOC LLC	R	12/31/2013		831.55CR	070229	831.55
6538	KIM'S TAE KWON DO CENTER INC							
	I-771091	KIM'S TAE KWON DO CENTER INC	R	12/31/2013		35.00CR	070230	35.00
6871	LAMAR COMPANIES							
	I-104627073	LAMAR COMPANIES	R	12/31/2013		237.50CR	070231	237.50
0154	LAMERS BUS LINES INC							
	I-201312262886	LAMERS BUS LINES INC	R	12/31/2013		1,986.45CR	070232	1,986.45
4585	LAMP RECYCLERS							
	I-68805	LAMP RECYCLERS	R	12/31/2013		71.68CR	070233	71.68
2926	LANDSCAPE ASSOCIATES							
	I-5501	LANDSCAPE ASSOCIATES	R	12/31/2013		500.00CR	070234	500.00
5786	LEE, CINDY							
	I-201312312903	LEE, CINDY	R	12/31/2013		35.60CR	070235	35.60
0159	LEXIS NEXIS INC							
	I-1311259653	LEXIS NEXIS INC	R	12/31/2013		213.88CR	070236	213.88
6198	MAILFINANCE							
	I-H4359066	MAILFINANCE	R	12/31/2013		89.00CR	070237	89.00
1443	MARTIN SECURITY SYSTEMS INC							
	I-100632	MARTIN SECURITY SYSTEMS INC	R	12/31/2013		299.40CR	070238	299.40
2291	MASTER GRAPHICS							
	I-Q036120	MASTER GRAPHICS	R	12/31/2013		3,600.00CR	070239	3,600.00
4498	MC MAHON ASSOC INC							
	I-46787	MC MAHON ASSOC INC	R	12/31/2013		127.50CR	070240	127.50
0173	MENARDS INC							
	C-31283	MENARDS INC	R	12/31/2013		6.24	070241	
	C-32538	MENARDS INC	R	12/31/2013		19.87	070241	
	I-31965	MENARDS INC	R	12/31/2013		150.09CR	070241	
	I-32539	MENARDS INC	R	12/31/2013		303.41CR	070241	
	I-32675	MENARDS INC	R	12/31/2013		326.62CR	070241	
	I-33221	MENARDS INC	R	12/31/2013		267.76CR	070241	1,021.77

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5891	MIDWEST ENGINEERING SERVICES INC							
	I-G350028-IN	MIDWEST ENGINEERING SERVICES I	R	12/31/2013		3,100.90CR	070242	3,100.90
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-215508	MILLER & ASSOC SAUK PRAIRIE IN	R	12/31/2013		480.00CR	070243	
	I-215509	MILLER & ASSOC SAUK PRAIRIE IN	R	12/31/2013		1,470.00CR	070243	
	I-215515	MILLER & ASSOC SAUK PRAIRIE IN	R	12/31/2013		1,633.00CR	070243	3,583.00
6872	MINNESOTA WISCONSIN PLAYGROUND							
	I-3353012	MINNESOTA WISCONSIN PLAYGROUND	R	12/31/2013		2,547.75CR	070244	2,547.75
2525	MITY LITE INC							
	I-946974 F	MITY LITE INC	R	12/31/2013		315.60CR	070245	315.60
0076	NASSCO INC							
	I-51748166.001	NASSCO INC	R	12/31/2013		105.61CR	070246	105.61
6873	NEOGOV							
	I-07-11053	NEOGOV	R	12/31/2013		8,567.00CR	070247	8,567.00
6555	NES ECOLOGICAL SERVICES							
	I-67254	NES ECOLOGICAL SERVICES	R	12/31/2013		1,235.00CR	070248	1,235.00
2896	NOODLE SOUP OF WEINGART DESIGN CORP							
	I-122726	NOODLE SOUP OF WEINGART DESIGN	R	12/31/2013		74.00CR	070249	74.00
6874	NORTHCOAST PRODUCTIONS							
	I-120425	NORTHCOAST PRODUCTIONS	R	12/31/2013		500.00CR	070250	500.00
0190	NORTHEAST ASPHALT INC							
	I-13-07 (5)	NORTHEAST ASPHALT INC	R	12/31/2013		44,569.56CR	070251	44,569.56
0531	NORTHEAST AUTO PARTS INC							
	I-285348	NORTHEAST AUTO PARTS INC	R	12/31/2013		123.96CR	070252	
	I-285367	NORTHEAST AUTO PARTS INC	R	12/31/2013		125.43CR	070252	
	I-285452	NORTHEAST AUTO PARTS INC	R	12/31/2013		61.74CR	070252	
	I-285477	NORTHEAST AUTO PARTS INC	R	12/31/2013		17.58CR	070252	
	I-285652	NORTHEAST AUTO PARTS INC	R	12/31/2013		23.63CR	070252	
	I-285655	NORTHEAST AUTO PARTS INC	R	12/31/2013		35.89CR	070252	388.23
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000086358	NORTHEAST WI TECH COLLEGE	R	12/31/2013		947.80CR	070253	947.80

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3250	NORTHERN LAKE SERVICE I-246564	NORTHERN LAKE SERVICE	R	12/31/2013		60.00CR	070254	60.00
1160	OFFICEMAX INC I-480795	OFFICEMAX INC	R	12/31/2013		59.72CR	070255	59.72
5222	P J KORTENS & CO INC I-10015614	P J KORTENS & CO INC	R	12/31/2013		293.50CR	070256	293.50
4476	PAUL CONWAY SHIELDS CORP I-336808-IN	PAUL CONWAY SHIELDS CORP	R	12/31/2013		147.45CR	070257	147.45
0525	PETROLEUM EQUIP SERVICE OF WI INC I-93417	PETROLEUM EQUIP SERVICE OF WI	R	12/31/2013		56.00CR	070258	56.00
5353	PHILIPS HEALTHCARE I-927004429	PHILIPS HEALTHCARE	R	12/31/2013		2,492.49CR	070259	2,492.49
6126	PM SUPPLY - WRIGHT INDUSTRIAL I-41913 I-41992 I-42042	PM SUPPLY - WRIGHT INDUSTRIAL PM SUPPLY - WRIGHT INDUSTRIAL PM SUPPLY - WRIGHT INDUSTRIAL	R R R	12/31/2013 12/31/2013 12/31/2013		445.00CR 409.16CR 95.76CR	070260 070260 070260	 949.92
0208	POMP'S TIRE SERVICE INC I-1010014944 I-1010014847 I-90012194 I-90012246 I-90012516	POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC	R R R R R	12/31/2013 12/31/2013 12/31/2013 12/31/2013 12/31/2013		1,306.50CR 1,306.50CR 433.92CR 44.00CR 265.40CR	070261 070261 070261 070261 070261	 3,356.32
0395	PRO ONE JANITORIAL INC I-88687	PRO ONE JANITORIAL INC	R	12/31/2013		1,140.98CR	070262	1,140.98
6278	RAKERS, ERIC I-201312312904	RAKERS, ERIC	R	12/31/2013		13.00CR	070263	13.00
0228	RENT A FLASH OF WISCONSIN INC I-41802	RENT A FLASH OF WISCONSIN INC	R	12/31/2013		2,132.60CR	070264	2,132.60
5393	RICOH USA INC. I-5028526992	RICOH USA INC.	R	12/31/2013		113.33CR	070265	113.33

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6875	RJ'S SIGNS AND DESIGNS LLC							
	I-1434	RJ'S SIGNS AND DESIGNS LLC	R	12/31/2013		52.50CR	070266	52.50
0158	ROBERT E LEE & ASSOCIATES INC							
	I-67242	ROBERT E LEE & ASSOCIATES INC	R	12/31/2013		210.00CR	070267	210.00
5270	ROLYAN BUOYS							
	I-247966	ROLYAN BUOYS	R	12/31/2013		861.00CR	070268	861.00
5632	RW MANAGEMENT GROUP INC							
	I-1213-635	RW MANAGEMENT GROUP INC	R	12/31/2013		9,000.00CR	070269	9,000.00
0234	SAINT NORBERT COLLEGE INC							
	I-LS42603	SAINT NORBERT COLLEGE INC	R	12/31/2013		50.00CR	070270	50.00
0235	SAINT VINCENT HOSPITAL							
	I-36625	SAINT VINCENT HOSPITAL	R	12/31/2013		18.50CR	070271	18.50
4875	SANOPI PASTEUR							
	I-902509839	SANOPI PASTEUR	R	12/31/2013		67.84CR	070272	67.84
3048	SCHOOL SPECIALTY							
	I-24287639	SCHOOL SPECIALTY	R	12/31/2013		308.04CR	070273	308.04
3268	SEILER INSTRUMENT & MFG CO INC							
	I-INV-303210	SEILER INSTRUMENT & MFG CO INC	R	12/31/2013		1,392.40CR	070274	1,392.40
0406	SIMPLEXGRINNELL INC							
	I-76622039	SIMPLEXGRINNELL INC	R	12/31/2013		705.98CR	070275	705.98
4796	SISTER CITIES INTERNATIONAL							
	I-20131204021901	SISTER CITIES INTERNATIONAL	R	12/31/2013		360.00CR	070276	360.00
1446	SNAP ON INDUSTRIAL							
	I-ARV/21382833	SNAP ON INDUSTRIAL	R	12/31/2013		599.66CR	070277	599.66
6789	SPEEDY CLEAN DRAIN AND SEWER							
	I-13-15 (4 FINAL)	SPEEDY CLEAN DRAIN AND SEWER	R	12/31/2013		2,597.43CR	070278	2,597.43
0255	STELLPFUG LAW SC							
	I-406-03M (2)	STELLPFUG LAW SC	R	12/31/2013		700.00CR	070279	700.00

Attachment: 1-7-2014 Vouchers (1730 : Voucher Approval.)

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A / P CHECK REGISTER

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CHECK: 04220 JAN 2014 COUNCIL FY 2013

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3378	STRYKER SALES CORP I-1411466M	STRYKER SALES CORP	R	12/31/2013		76.47CR	070280	76.47
6196	TEAM REIL INC I-11224	TEAM REIL INC	R	12/31/2013		285.00CR	070281	285.00
4842	THOMSON REUTERS I-828617725	THOMSON REUTERS	R	12/31/2013		379.68CR	070282	379.68
0267	TRAFFIC & PARKING CONTROL INC I-I440751 I-I442238 I-I442239	TRAFFIC & PARKING CONTROL INC TRAFFIC & PARKING CONTROL INC TRAFFIC & PARKING CONTROL INC	R R R	12/31/2013 12/31/2013 12/31/2013		1,407.50CR 983.44CR 1,940.02CR	070283 070283 070283	4,330.96
0268	TRUCK EQUIPMENT INC I-9715	TRUCK EQUIPMENT INC	R	12/31/2013		25.70CR	070284	25.70
0272	UNIFORM SHOPPE INC I-226920 I-227159 I-227228	UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R R R	12/31/2013 12/31/2013 12/31/2013		274.95CR 164.00CR 146.85CR	070285 070285 070285	585.80
0270	US POSTAL SERVICE I-201312312905	US POSTAL SERVICE	R	12/31/2013		200.00CR	070286	200.00
2112	UW EXTENSION I-302784 I-302921 I-302924	UW EXTENSION UW EXTENSION UW EXTENSION	R R R	12/31/2013 12/31/2013 12/31/2013		895.00CR 445.00CR 795.00CR	070287 070287 070287	2,135.00
0486	UW MADISON I-201312312906	UW MADISON	R	12/31/2013		995.00CR	070288	995.00
5539	VORPAHL FIRE & SAFETY CORP I-215127084 I-215127565	VORPAHL FIRE & SAFETY CORP VORPAHL FIRE & SAFETY CORP	R R	12/31/2013 12/31/2013		443.67CR 263.60CR	070289 070289	707.27
1054	VOSS SIGNS LLC I-S-159827	VOSS SIGNS LLC	R	12/31/2013		435.00CR	070290	435.00
2467	WATER WELL SOLUTIONS SERV GRP INC I-13-12-101	WATER WELL SOLUTIONS SERV GRP	R	12/31/2013		535.40CR	070291	535.40

Attachment: 1-7-2014 Vouchers (1730 : Voucher Approval.)

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A / P CHECK REGISTER

PAGE: 10

PACKET: 04220 JAN 2014 COUNCIL FY 2013

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0282	WESCO DISTRIBUTION INC							
	I-546389	WESCO DISTRIBUTION INC	R	12/31/2013		35.45CR	070292	35.45
4620	WFSAA							
	I-201312272889	WFSAA	R	12/31/2013		45.00CR	070293	45.00
6734	WI BUSINESS DEVELOPMENT							
	I-201312272888	WI BUSINESS DEVELOPMENT	R	12/31/2013		100.00CR	070294	100.00
4012	WINTER WOOD PRODUCTS							
	I-496535	WINTER WOOD PRODUCTS	R	12/31/2013		932.00CR	070295	932.00
1547	JADE WITT							
	I-201312272890	JADE WITT	R	12/31/2013		91.75CR	070296	91.75
6877	WPRA							
	I-201312312907	WPRA	R	12/31/2013		200.00CR	070297	200.00
1	WRISTBAND RESOURCES							
	I-201312272891	CI1381444	R	12/31/2013		17.95CR	070298	17.95
6865	PAUL ZIMMERMAN FOUNDRIES							
	I-36623	PAUL ZIMMERMAN FOUNDRIES	R	12/31/2013		161.10CR	070299	161.10

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	118	0.00	266,473.30	266,473.30
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	118	0.00	266,473.30	266,473.30

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 1-7-2014 Vouchers (1730 : Voucher Approval.)

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A / P CHECK REGISTER

PAGE: 11

CHECK: 04220 JAN 2014 COUNCIL FY 2013

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	12/2013	88,022.24CR
201	12/2013	3,339.53CR
215	12/2013	1,235.00CR
405	12/2013	152,578.43CR
601	12/2013	17,364.19CR
650	12/2013	3,933.91CR
=====		
ALL		266,473.30CR

Attachment: 1-7-2014 Vouchers (1730 : Voucher Approval.)

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A / P CHECK REGISTER

PAGE: 1

PACKET: 04221 JAN 2014 COUNCIL FY 2014

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0888	BROWN COUNTY HEALTH DEPT							
	I-2014-001	BROWN COUNTY HEALTH DEPT	R	1/07/2014		1,815.12CR	070300	1,815.12
3189	ICMA							
	I-2014 139221	ICMA	R	1/07/2014		934.00CR	070301	934.00
0157	LEAGUE OF WI MUNICIPALITIES							
	I-201312302897	LEAGUE OF WI MUNICIPALITIES	R	1/07/2014		5,685.56CR	070302	5,685.56
0932	WI CITY/COUNTY MANAGEMENT ASSOC							
	I-201312302898	WI CITY/COUNTY MANAGEMENT ASSO	R	1/07/2014		175.12CR	070303	175.12
2425	WI POLICE EXECUTIVE GROUP							
	I-201312302899	WI POLICE EXECUTIVE GROUP	R	1/07/2014		100.00CR	070304	100.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	5	0.00	8,709.80	8,709.80
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	5	0.00	8,709.80	8,709.80

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 1-7-2014 Vouchers (1730 : Voucher Approval.)

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A / P CHECK REGISTER

PAGE: 2

PACKET: 04221 JAN 2014 COUNCIL FY 2014

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	1/2014	8,709.80CR
=====		
ALL		8,709.80CR

Attachment: 1-7-2014 Vouchers (1730 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 7, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications

ATTACHMENTS:

- 01-07-14 (PDF)

CITY OF DE PERE - JANUARY 7, 2014					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
OPERATOR LICENSE APPLICATIONS FOR THE 2012-2014 LICENSING PERIOD					
1	CARLE, AMBER E.	2800 VIKING DR., APT. 2A	GREEN BAY	WI	54301
2	DAUL, LARISSA M.	1019 CORAL ST., #4	DE PERE	WI	54115
3	GAZELLA, CASEY R.	1663 BADGER ST.	GREEN BAY	WI	54301
4	GOVE, STEPHANIE D.	527 N. ERIE ST.	DE PERE	WI	54115
5	LEPP, DAVID E.	1403 QUINETTE LN.	DE PERE	WI	54115
6	MORAN, JENNIFER	3177 HWY. 57	DE PERE	WI	54115
7	SADOSKI, AMBER L.	304 MAIN AVE., #4	DE PERE	WI	54115
8	SEROOGY, JACOB R.	2140 S. PINE TREE RD.	DE PERE	WI	54115
9	STOCK, EMILY A.	1857 FARLIN AVE.	GREEN BAY	WI	54301
10	SUNDBERG, CARI L.	614 S. ERIE ST., APT. 6	DE PERE	WI	54115
11	VANDER BLOOMEN, BRYAN M.	1334 SAND ACRES DR.	DE PERE	WI	54115

Attachment: 01-07-14 (1741 : Operator License Applications)

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

MEETING DATE: January 7, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Discuss Status of MetJet, Inc. Revolving Loan.
