



Common Council

Regular Meeting

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

Agenda

Tuesday, November 21, 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 **November 21, 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 November 7, 2017 Common Council Meeting.
4. Public Hearing on the proposed Budget for calendar year 2018.
 - A. Presentation of 2018 Budget.
 - B. Notice of Public Hearing.
 - C. Approval of proposed 2018 Budget.
 - D. Resolution #17-85, Adoption of Tax Levy for City Purposes to Support the 2018 City Budget.
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendation from the License Committee on an Application for Change of Agent submitted by Dolgencorp, LLC.
7. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Baffidilucio, LLC, 109-113 N. Broadway. Submitted by Baffidilucio, LLC, Agent: Andrew T. Krans, De Pere, WI.
8. Recommendation from the License Committee on an Application for a Change in Corporate Entity from Virgola, LLC to Jonny Olives, LLC.
9. Ordinance #17-20, Creating Chapter 9 De Pere Municipal Code Regarding Non-Discrimination in Housing, Public Accommodation and Employment (second reading).
10. Ordinance #17-21, Amending Chapter 134 - Room Tax - Hotel and Motel.
11. Resolution #17-86, Authorizing Intergovernmental Agreement Between the City of De Pere and the City of Menasha Creating the Bridges of Fox River Consortium For Provision of Environmental.
12. Resolution #17-87, Authorizing Amendment to Agreement Regarding Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere (Part of Parcel WD-1138-1).

13. Resolution #17-88, Authorizing Amendment to Agreement for Revaluation and Statutory Assessor Services (January 1, 2016 - December 31, 2018).
14. Resolution #17-89, Authorizing On-Site Services Agreement Between the City of De Pere and Bellin Memorial Hospital, Inc., d/b/a Occupational Health Solutions ("Bellin") (Worksite Health Services for City Employees and Spouses).
15. Resolution #17-90, Authorizing Agreement with Schenck, S.C. (Sewer Utility Rate Study).
16. Resolution 17-91, Initial Resolution Regarding Industrial Development Revenue Bond Financing For Midland Plastics, Inc. Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.
17. Approve funding for repairs to Riverwalk.
18. Voucher Approval.
19. Operator License Applications.
20. Future Agenda Items.
21. 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
Anthony Hawks
Andrew Krans
Jonathan Korte
Kate Albrecht

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: November 21, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the November 7, 2017 Common Council Meeting.

ATTACHMENTS:

- 11-7-17 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, November 7, 2017

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on November 7, 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	Aldersperson	Present
Dan Carpenter	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Jonathon Hansen	Aldersperson	Present
Ryan Jennings	Aldersperson	Present
Larry Lueck	Aldersperson	Present
Casey Nelson	Aldersperson	Present
Dean Raasch	Aldersperson	Present

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the October 17, 2017 Common Council Meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Aldersperson
SECONDER: Dan Carpenter, Aldersperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

4. Public comment upon matters not on the agenda or other announcements. None.
5. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons Hockey Team), 1450 Fort Howard Av. Submitted by De Pere Deacons Hockey Team, Inc., Agent: David E. Lepp, De Pere, WI.

RESULT: ADOPTED [UNANIMOUS]
MOVER: James Boyd, Aldersperson
SECONDER: Dan Carpenter, Aldersperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

6. Recommendation from the BID Board regarding the 2018 De Pere Business Improvement District Operating Plan.

RESULT: ADOPTED [7 TO 0]
MOVER: Larry Lueck, Aldersperson
SECONDER: Dean Raasch, Aldersperson
AYES: Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson, Raasch
ABSTAIN: Ryan Jennings

7. Ordinance #17-20, Creating Chapter 9 De Pere Municipal Code Regarding Non-Discrimination in Housing, Public Accommodation and Employment. (Tabled at October 17, 2017 Common Council Meeting)

Attachment: 11-7-17 Common Council Minutes (6418 : Approval of the Minutes of the November 7, 2017 Common Council Meeting.)

Aldersperson Raasch moved, seconded by Aldersperson Crevier to open the meeting at 7:32 p.m. Upon vote, motion carried unanimously.

Patricia Finder-Stone urged the Council to keep an open mind when listening to the discussion. The following people expressed concerns with the proposed ordinance and/or were against the proposed ordinance: Mike LeMay, Sheldon Miles, Matt Kadlec, John Benecke, Stan Sukowaty, Chris Brehm, Jack Guerra, Bill Schroeder, William Van Kirk, Jeff Zepnick, Tom Barrett, Matt Rohloff, Graham Hunt, Jill Quinlan, Trevor Fayas, Ed Foral, Brad Foltmer, Kevin Bauer, Lisa Rafferty, Calvin Hunt, Eric Cunningham, Pat Boyer, and Curt Gerbers. The following people expressed support for the proposed ordinance: Annette Grunseth, John Grunseth, Stacie Christian, Paige Vanden Busch, Natalie Buhl, Noah Reif, Lisa Hefty, Anna Grunseth, Jamie Gonzalez, Miranda Bonde, Kayla Johnson, Roberta Lovell, Andrew Albright, Aaron Linssen, Amanda Kim, Megan Porer, Lane Moran, Lauren March, Jane Feldhausen, and Oscar English. Concerns expressed included safety for women and children, reverse discrimination issues, religious freedom, locker room and bathroom issues, freedom of conscience for business owners and municipal overreach. Aldersperson Raasch moved, seconded by Aldersperson Boyd to close the meeting at 9:48 p.m. The Council took a short recess and resumed at 9:55 p.m. City Attorney Judy Schmidt-Lehman addressed the questions asked during the open session. She explained that the ordinance is an attempt to protect a class that is not protected under federal or state laws. She explained that religious organizations should not be subject to discrimination claims and are protected under the first amendment. She explained that this ordinance does not identify a certain way for anyone to use the bathroom. The ordinance is designed so that any complaints are directed to the City Administrator, who then attempts to come to a resolution with the parties involved. If they cannot come to an agreement, the City Administrator brings the complaint to the City Attorney, who then decides upon a citation. That citation could be challenged before the Municipal Judge. Discussion with the City Council followed. Aldersperson Hansen moved, seconded by Aldersperson Boyd to strike "regardless of intent" from Section B of the ordinance and to insert "intentional" before the word act in the same section. Discussion followed. Upon vote, motion failed 5-3 with Alderspersons Boyd, Hansen and Jennings voting ay. Discussion followed. Upon vote on the ordinance, motion carried 5-4 with Alderspersons Boyd, Jennings, Hansen, and Nelson voting ay and Alderspersons Crevier, Raasch, Lueck, and Carpenter voting nay. Mayor Walsh voted ay to break the tie. The ordinance requires a second reading.

RESULT:	ADOPTED [5 TO 4]
MOVER:	Casey Nelson, Aldersperson
SECONDER:	Ryan Jennings, Aldersperson
AYES:	James Boyd, Jonathon Hansen, Ryan Jennings, Casey Nelson, Mayor Walsh
NAYS:	Dan Carpenter, Scott Crevier, Larry Lueck, Dean Raasch

8. Resolution #17-84, Urging Continuation of Federal Historic Tax Credits for Commercial Properties.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

9. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

10. Operator License Applications.

CITY OF DE PERE	
License Committee - November 7, 2017	
Previously Tabled Operator License Applications	
1	BIELSKI, ASHLEY M.
New Operator License Applications	
1	BAKKEN, ALICIA B.
2	BAKKEN, ANA L.
3	BAKKEN, PAUL
4	BROOKS, SARA L.
5	DEMSKE, ANITA S.
6	GUNDRUM, CATHERINE H.
7	HEEZEN, MELISSA A.
8	JORDAN, AMY M.
9	LUEDTKE, MATHEW K.
10	MC ARDLE, MICHELLE L.
11	RECKELBERG, AUSTIN A.
12	UPTHEGROVE, DONNA L.

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

Alderperson Boyd moved, seconded by Alderperson Hansen to approve Operator License Applications #1-11. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to table Operator License Application #12. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

11. Future Agenda Items. None.

12. Discussion of status of Shopko Stores Operating Co., LLC v. City of De Pere Cases

Alderperson Raasch moved, seconded by Alderperson Nelson to close the meeting at 10:53 p.m. Upon vote, motion carried unanimously.

Alderperson Jennings moved, seconded by Alderperson Carpenter to open the meeting at 11:04 p.m. Upon vote, motion carried unanimously.

13. Adjournment.

Alderperson Raasch moved, seconded by Alderperson Crevier to adjourn the meeting at 11:05 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 21, 2017

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #17-85, Adoption of Tax Levy for City Purposes to Support the 2018 City Budget.

ATTACHMENTS:

- Reso17-85 (DOC)
- 2018 Budget Hearing Publication (XLSX)

RESOLUTION #17-85

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2018 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2018 City Budget; and

WHEREAS, a public hearing regarding proposed 2018 City Budget was held on November 21, 2017; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2018 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the De Pere Common Council hereby approves the 2018 Budget as presented; further the Common Council adopts a total 2017 property tax levy to support the City's 2018 Budget and that this levy be further apportioned according to the following: General Fund (\$8,173,527); Debt Service (\$2,286,357); Capital Projects (\$1,742,276); and Local Levy TID Districts (\$797,541).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso17-85 (6420 : Resolution #17-85, ADOPTION OF TAX LEVY FOR CITY PURPOSES TO)

2018 BUDGET CITY OF DE PERE, WISCONSIN

The Common Council of the City of De Pere will hold a public hearing on the proposed budget for calendar year 2018 on Tuesday, November 21, 2017, commencing at 7:30 p.m. in the Council Chambers of The De Pere City Hall, 335 S. Broadway St., De Pere, Wisconsin. Notice is hereby given that the details of the proposed Budget will be on file in the Clerk-Treasurer's office in City Hall beginning on November 3rd, 2017 and will be open for public inspection during regular office hours. A summary of the proposed budget is published herewith.

Dated this 4th day of November, 2017
Shana Ledvina - City Clerk- Treasurer City of De Pere, Wisconsin

<u>GENERAL FUND</u>	<u>2016 ACTUAL</u>	<u>2017 ESTIMATED</u>	<u>2017 ADOPTED BUDGET</u>	<u>2018 PROPOSED BUDGET</u>	<u>PERCENT CHANGE</u>
<u>REVENUES</u>					
Taxes (other than property)	\$559,364	\$545,850	\$566,920	\$546,820	
Public Improvements	\$32,136	\$21,000	\$35,000	\$21,000	
Intergovernmental	\$3,000,386	\$2,812,111	\$2,886,866	\$3,155,324	
Licenses and Permits	\$685,508	\$564,125	\$566,265	\$632,025	
Fines, Forfeitures & Penalties	\$195,226	\$205,000	\$327,000	\$345,000	
Public Charges for Services	\$1,631,639	\$1,622,751	\$1,850,383	\$1,739,025	
Intergovernmental Charges for Services	\$1,122,372	\$1,097,740	\$1,086,240	\$1,102,680	
Miscellaneous	\$168,660	\$235,563	\$234,400	\$217,600	
Fund Balance Applied	\$0	\$0	\$0	\$0	
Transfers from Other Funds	\$1,295,500	\$1,342,400	\$1,343,400	\$1,311,400	
TOTAL GENERAL FUND REVENUES	\$8,690,791	\$8,446,540	\$8,896,474	\$9,070,874	1.96%
<u>EXPENDITURES</u>					
General Government	\$1,452,239	\$1,251,494	\$1,419,098	\$1,597,811	
Other General Government	\$233,071	\$242,000	\$282,405	\$420,482	
Public Safety	\$8,384,640	\$8,898,585	\$9,013,823	\$9,110,376	
Public Works	\$2,212,858	\$2,385,027	\$2,424,906	\$2,097,882	
Solid Waste & Recycling	\$667,999	\$660,314	\$626,928	\$663,410	
Health & Social Services	\$462,381	\$504,851	\$513,033	\$519,095	

Culture, Recreation & Education	\$2,084,786	\$1,967,611	\$2,097,504	\$2,120,576	
Conservation & Development	\$258,021	\$271,766	\$274,547	\$277,056	
Capital Outlay	\$605,389	\$297,850	\$285,005	\$437,713	
Contingency Fund	\$0	\$0	\$0	\$0	
Transfer to Other Funds	\$0	\$0	\$0	\$0	
TOTAL GENERAL EXPENDITURES	\$16,361,384	\$16,479,498	\$16,937,249	\$17,244,401	1.81%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(\$7,670,593)	(\$8,032,958)	(\$8,040,775)	(\$8,173,527)	1.65%
General Fund Property Tax Levy	\$7,971,828	\$8,040,775	\$8,040,775	\$8,173,527	1.65%
GENERAL FUND SURPLUS (DEFICIT)	\$301,235	\$7,817	\$0	\$0	
<u>SPECIAL REVENUE FUNDS</u>					
Revenues	\$241,353	\$260,495	\$264,500	\$262,700	-0.68%
Expenditures	(\$243,136)	(\$568,773)	(\$572,882)	(\$484,243)	-15.47%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(\$1,783)	(\$308,278)	(\$308,382)	(\$221,543)	28.16%
SPECIAL REVENUE FUND PROPERTY TAX	\$0	\$0	\$0	\$0	
SPECIAL REVENUE FUND SURPLUS (DEFICIT)	(\$1,783)	(\$308,278)	(\$308,382)	(\$221,543)	
<u>DEBT SERVICE FUND</u>					
Revenues	\$6,008,169	\$3,486,170	\$3,486,170	\$3,501,994	0.45%
Expenditures	(\$7,764,552)	(\$5,661,020)	(\$5,661,020)	(\$5,788,351)	2.25%
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	(\$1,756,383)	(\$2,174,850)	(\$2,174,850)	(\$2,286,357)	5.13%
Debt Service Fund Property Tax Levy	\$1,837,313	\$2,174,850	\$2,174,850	\$2,286,357	5.13%
Debt Service Fund Surplus (Deficit)	\$80,930	\$0	\$0	\$0	

CAPITAL PROJECTS FUNDS

Revenues	\$3,582,586	\$6,086,240	\$6,086,240	\$6,945,369	14.12%
Expenditures	(\$5,655,211)	(\$7,827,516)	(\$7,827,516)	(\$8,687,645)	10.99%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(\$2,072,625)	(\$1,741,276)	(\$1,741,276)	(\$1,742,276)	0.06%
CAPITAL PROJECTS FUNDS PROPERTY TAX LEVY	\$1,741,276	\$1,741,276	\$1,741,276	\$1,742,276	0.06%
CAPITAL PROJECTS SURPLUS (DEFICIT)	(\$331,349)	\$0	\$0	\$0	

FUND BALANCES

	<u>General Fund</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Proprietary Funds</u>
Actual as of January 1, 2017	\$7,427,383	\$1,099,006	\$710,514	\$2,313,879	\$50,266,334
Projected December 31, 2017	\$6,134,852	\$1,079,006	\$710,514	\$2,313,879	\$49,752,746

CITY PROPERTY TAX LEVY

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Percent Change</u>
<u>General Fund</u>	\$7,970,680	\$8,040,775	\$8,173,527	1.65%
<u>Debt Service Fund</u>	\$1,837,313	\$2,174,850	\$2,286,357	5.13%
<u>Capital Projects Fund</u>	\$1,741,276	\$1,741,276	\$1,742,276	0.06%
<u>TOTAL TAX LEVY</u>	\$11,549,269	\$11,956,901	\$12,202,160	2.05%

CITY TAX RATES

<u>(PER \$1,000 ASSESSED VALUE)</u>	<u>\$6.67</u>	<u>\$6.74</u>	<u>\$6.72</u>	-0.34%
<u>(PER \$1,000 EQUALIZED VALUE)</u>	<u>\$6.54</u>	<u>\$6.69</u>	<u>\$6.40</u>	-4.32%

	<u>2015 ACTUAL</u>	<u>2016 ESTIMATED</u>	<u>2016 ADOPTED BUDGET</u>	<u>2017 PROPOSED</u>	<u>Percent Change</u>
<u>LOCAL LEVY</u>					
<u>TAX INCREMENT DISTRICTS</u>	<u>\$860,990</u>	<u>\$991,732</u>	<u>\$991,732</u>	<u>\$797,541</u>	-19.58%

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

MEETING DATE: November 21, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for Change of Agent submitted by Dolgencorp, LLC.

ATTACHMENTS:

- Dolgencorp_Change of Agent_11-21-17 (PDF)

CHANGE OF AGENT

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 20 17 ;
ending June 20 18TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of
County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	Lawrence J. Gatta	See attached	
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Anthony Hawk</u>		
Directors/Managers			

3. Trade Name Dollar General Store #10542 Business Phone Number _____
4. Address of Premises 805 Main Ave Post Office & Zip Code De Pere WI 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state Kentucky and date 10/09/08 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) _____
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? (phone 1-800-937-8864) ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? (phone (808) 286-2776) ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 7th day of November[Signature]
(Clerk/Notary Public)My commission expires July 8, 2019

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11-7-17</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: November 21, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Baffidilucio, LLC, 109-113 N. Broadway. Submitted by Baffidilucio, LLC, Agent: Andrew T. Krans, De Pere, WI.

ATTACHMENTS:

- Baffidilucio_11-21-17 (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Nov. 27th 20 17 ;
ending June 30 20 18TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>OWNER</u>	<u>ANDREW KRAUS</u>	<u>[REDACTED]</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>ANDREW T. KRAUS</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Directors/Managers			

3. Trade Name
- [REDACTED]
- Business Phone Number
- 920-371-5032
-
4. Address of Premises
- 109-113 N. BROADWAY
- Post Office & Zip Code
- 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 8/2017 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
- 3000 SQFT. Building

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

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?
- ☒
- Yes
- ☐
- No
-
- (b) If yes, under what name was license issued?
- DAUCERS, LLC

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

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]
- ☒
- Yes
- ☐
- No

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 1st day of November, 20 17

[Signature]
(Clerk/Notary Public)

My commission expires 4-30-21

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11-6-17</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

SURRENDER OF LICENSE

Part I

Legal/Real Name of Current Licensee: Dancers Inc.
 Premises Address: 109-113 N. Broadway, City of De Pere
 Trade Name: Bilotti's Pizza Garden

This is to advise that the undersigned is surrendering the following license(s)

Combination "Class B" Beer & Liquor

Class "B" Beer

Class "A" Beer and/or "Class A" Liquor

Wholesale Beer

"Class C" Wine

(circle which apply)

to: Baffidilucio LLC

(Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

[Signature]
 President, Member, Partner, Individual

Secretary, Member, Partner

State of Wisconsin)

) ss.

County of Brown

Current Licensee

Marc N. Bilotti
 President, Member, Partner, Individual

Cathleen Bilotti
 Secretary, Member, Partner

On the 6 day of November, 2017, personally came before me
Marc and Cathleen Bilotti, known to me to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the Current Licensee and
 acknowledged that s/he executed the foregoing document.

[Signature]
 Notary Public

Brown County, Wisconsin

My Commission expires: 3-12-21

State of Wisconsin)

) ss.

County of Brown

On the 6th day of November, 2017 personally came before me
Andrew Krans, known to me to be the person(s) who
 executed the foregoing Surrender of License, and known to me to be the Proposed New Applicant and
 acknowledged that s/he executed the foregoing document.

[Signature]
 Notary Public

Brown County, Wisconsin

My Commission expires: 4-30-21

Attachment: Baffidilucio 11-21-17 (6430 : Class "B"/"Class B" License for Baffidilucio LLC)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 21, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Change in Corporate Entity from Virgola, LLC to Jonny Olives, LLC.

Licensee Jonathan Korte was the sole member of Virgola, LLC and is reorganizing under a new LLC to accompany the new trade name of his establishment, Jonny Olives. Mr. Korte remains as the appointed agent.

ATTACHMENTS:

- Jonny Olives_Change in Corp Entity_11-21-17(PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Nov 22 20 17 ;
ending June 30 20 18TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Jonathan Korte</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
Vice President/Member	<u>Mari O'Brien</u>		
Secretary/Member			
Treasurer/Member			
Agent	<u>Jonathan Korte</u>		
Directors/Managers	<u>Mari O'Brien / Jonathan Korte</u>		

3. Trade Name
- Jonny Olives
- Business Phone Number
- 920 819-7918
-
4. Address of Premises
- 115 N Broadway St.
- Post Office & Zip Code
- 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 11-7-17 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
- front room and back lounge and basement for storage

10. Legal description (omit if street address is given above):
- basement for storage

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

- (b) If yes, under what name was license issued?
- Jonathan Korte / Virgula green bay llc

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

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776].
- ☒
- Yes
- ☐
- No

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 27th day of November, 20 17[Signature]
(Clerk/Notary Public)My commission expires 11-17-2017[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11-7-17</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 21, 2017

DEPARTMENT: Common Council

FROM: Shana Ledvina

SUBJECT: Ordinance #17-20, Creating Chapter 9 De Pere Municipal Code Regarding Non-Discrimination in Housing, Public Accommodation and Employment (second reading).

The Finance/Personnel Committee voted to recommend approval of the ordinance by a 3-2 vote on October 10, 2017. Please note the effective date of the ordinance is slated to be March 1, 2018 in order to publicize the ordinance and provide training to interested businesses and residents.

Additionally, attached is a Chart created by Ald. Lueck showing the different categories of classes of persons protected by the various statutes and the proposed ordinance.

Lastly, a forfeiture for violation of the ordinance must be set by the municipal judge and police chief. I will be requesting they provide the law department with this information, which will then be put into Resolution form for adoption by the council at a later date.

- JSL

ATTACHMENTS:

- Ord17-20 (DOCX)
- Petition (PDF)
- Emails From Casey Nelson-Business Owners 2017 (DOCX)
- anti discrim ord business comment (PDF)
- Supporting 10-10-17 (PDF)
- Protected class chart (PDF)
- Prohibited Discrimination Proposal Memo - (Alderperson Nelson) (DOCX)

ORDINANCE #17-20

CREATING CHAPTER 9 DE PERE MUNICIPAL CODE
REGARDING NON-DISCRIMINATION IN HOUSING,
PUBLIC ACCOMMODATION AND EMPLOYMENT

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

SECTION 1: Section 9-1, *Non-Discrimination in Housing, Public Accommodation and Employment*, is hereby created to read as follows:

Sec. 9-1.**(a) Policy and Intent.**

A vibrant, productive and economically successful city is made possible by the talents, contributions and well-being of its diverse residents. It is the policy of the City of De Pere that equal rights and equal opportunity within the context of the larger commercial and social fabric of the De Pere community are promoted.

Provision for adequate safeguards against discrimination is a proper and necessary function of city government. To protect the health, safety and general welfare of all inhabitants of the city, and all persons employed and living within the city, it is declared to be the public policy of this city to foster and enforce to the fullest extent of the law equal opportunity employment, housing and public accommodations without regard to actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, military service or veteran status, person with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

Where applicable, this chapter shall be interpreted and applied consistently with the provisions of Title VII of the Civil Rights Act of 1968, 42 U.S.C. sections 2000a, et seq., 42 U.S.C. sections 3601, et seq., 24 C.F.R. sections 100, et seq., and ss. 66.1011, 106.50, 106.52 and 111.31, Wis. Stats., and any successor provisions of state and federal law.

(b) Definitions.

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

Age means being age 40 or older.

Ancestry means the country, nation, tribe or other identifiable group from which one descends.

Color means color of skin.

Committee means the City Finance/Personnel Licensing Committee.

Disability means, with respect to a person, any of the following:

- (1) A physical or mental impairment which substantially limits one or more of the person's major life activity.
- (2) A record of having impairment.
- (3) Being perceived as having impairment.
- (4) This term does not include current, illegal use of or addiction to a controlled substance. The behavioral manifestations of a mental disability may be taken into consideration in determining whether or not the applicant is qualified.

Discriminate, discrimination or discriminatory shall mean any act, policy, advertisement or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, military service or veteran status, race, religion, color, persons with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

Dwelling means any building, structure or portion thereof which is occupied as or designed or intended for occupancy as a residence by one (1) or more families, and vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Employee shall mean any individual employed or seeking employment from an employer.

Employer shall mean any person who, for compensation, regularly employs five or more individuals, not including the employer's parents, spouse or children. For purposes of [this ordinance] an "employer" is also any person acting on behalf of an employer, directly or indirectly, or any employment agency.

Gender identity and/or gender expression means a person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.

Family includes one or more natural person.

Family status means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person's household regardless of the person's marital status:

- (1) A person is pregnant.
- (2) A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.

- (3) A person's household includes one (1) or more minor or adult relatives.
- (4) A person's household includes one (1) or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.
- (5) A person's household includes one (1) or more adults or minor children placed in his or her care under a court order, under guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child, or adopted person.

Marital Status means the status of being married, single, divorced, separated or widowed.

Military Service or Veteran Status means current or former service in the U.S. armed forces, the state defense force, the national guard of any state, or any other reserve component of the U.S. armed forces.

National origin means generally a member of a nation by origin, birth or naturalization or having common origins.

Person shall mean one or more individuals, firms, corporations, partnerships or other organizations, associations or groups of persons however arranged, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

Place of public accommodation shall mean all establishments within the City of De Pere which offers goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution or club which by its nature is distinctly private.

Protected classes are defined as:

- (1) **Age.** Persons 40 years of age or older.
- (2) **Color.** A person's skin color.
- (3) **Disability/Handicap.** A physical or mental impairment that substantially limits one or more major life activities.
- (4) **Domestic Abuse, Sexual Assault and Stalking Victims.** Persons who have been or are victims of domestic abuse, sexual assault or stalking.
- (5) **Family Status.** Household composition, including the presence of children.
- (6) **Gender Identity and/or Gender Expression.** A person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.
- (7) **Lawful Source of Income.** A person's legal means of income, including such subsidized forms as Social Security, food stamps, unemployment compensation, etc.
- (8) **Marital Status.** Married, unmarried, single, divorced, widowed or separated.
- (9) **Military Service or Veteran Status.** Active or former military service, including retirement or honorable discharge therefrom.

- (10) **National Origin/Ancestry.** The country of one's birth and/or the nationality of one's ancestors.
- (11) **Race.** A person's race or the race of persons with whom one associates.
- (12) **Religion.** A person's religious beliefs or denominational affiliation.
- (13) **Sex.** A person's sex, including sexual harassment or intimidation.
- (14) **Sexual Orientation.** Individuals identified as heterosexual, gay, lesbian, bisexual or any sexual orientation identity.

Race means generally a member of a group united or classified together on the basis of common history, nationality or geography.

Religion or creed means a system of religious beliefs including moral or ethical beliefs about right and wrong that are sincerely held with the strength of traditional religious views.

Sex/gender means being female or male.

Sexual Orientation means a person's actual or perceived heterosexuality, homosexuality, asexuality, or bisexuality.

To rent includes to lease, to sublease, to let and to otherwise grant for consideration the right to occupy premises not owned by the occupant.

(c) Discrimination in Housing Prohibited.

- (1) Subject to other provisions of this article, no person may discriminate in the rental of housing, procurement of property owner's insurance or commit any sale or discriminatory housing practice against a person on the basis of actual or perceived: age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, color, military service or veteran status, person with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.
- (2) **Discriminatory housing practice** means:
 - (A) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of any basis listed in this chapter.
 - (B) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of any basis listed in this chapter.
 - (C) To make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale, financing or rental of a dwelling that indicates any preference, limitation or discrimination because of any basis listed in this chapter or an intention to make such preference, limitation or discrimination.
 - (D) To represent to any person because of any basis listed in this chapter that any dwelling is not available for inspection, sale or rental when such dwelling is, in fact, so available.

- (E) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of persons of a particular economic status or a member of a protected class as set forth in this chapter or by representations to the effect that such present or prospective entry will or may result in any of the following:
- i. The lowering of real estate values in the area concerned.
 - ii. A deterioration in the character of the area concerned.
 - iii. An increase in criminal or antisocial behavior in the area concerned.
 - iv. A decline in the quality of the schools or other public service facilities in the area.
- (F) For any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part of the making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or to discriminate against such person in the fixing of the amount, interest, rate, duration or other terms or conditions of such loan or other financial assistance, because of any basis listed in this chapter applicable to such person or to any associated person in connection with such loan or financial assistance, or of the present or prospective owners, lessees, tenants or occupants of the dwelling in relation to which such loan or other financial assistance is given.
- (G) By advertising in a manner that indicates discrimination by a preference or limitation based upon the classes of persons protected by this chapter.
- (H) For a person in the business of insuring against hazards, by refusing to enter into, or to do so by exacting terms, conditions or privileges with respect to a contract of insurance against hazards to a dwelling based upon the classifications of persons protected by this chapter.
- (3) ***Discrimination against victims of domestic abuse prohibited.*** A person may not evict a tenant or refuse to rent or lease residential property based on the fact that a tenant or prospective tenant or a member of the tenant's or prospective tenant's household has been or may be the victim of domestic abuse, as defined in §813.12(1)(a), Wis. Stats., or has been a victim of a crime prohibited by Chapter 948, Wis. Stats.
- (4) ***Discrimination against persons with disabilities prohibited.*** For the purposes of this section, "discrimination" includes but is not limited to:
- (A) A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications may be necessary to afford the person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

- (B) A refusal to make reasonable accommodation in rules, policies, practices or services, when the accommodations may be necessary to afford the person equal opportunity to use and enjoy a dwelling.
- (C) In connection with the design and construction of covered multi-family dwellings for first occupancy after March 31, 1991, a failure to design and construct the dwelling in a manner that the public use and common use areas of the dwelling are easily accessible to and useable by disabled persons; or, a failure to comply with the appropriate requirements providing accessibility and usability for physically disabled people as set forth within, or adopted by, this code including the American National Standard for buildings and facilities requirements.

(5) *Animals assisting persons with disabilities.*

- (A) If an individual's vision, hearing or mobility is impaired, it is discrimination for a person to refuse to rent or sell housing to the individual, cause the eviction of the individual from housing, require extra compensation from an individual as a condition of continued residence in housing or engage in the harassment of the individual because he or she keeps an animal that is specially trained to lead or assist the individual with impaired vision, hearing or mobility if all of the following apply:
 - i. Upon request, the individual shows to the lessor, seller or representative of the condominium association credentials issued by a school recognized by the department as accredited to train animals for individuals with impaired vision, hearing or mobility.
 - ii. The individual accepts liability for sanitation with respect to, and damage to the premises caused by, the animal.
- (B) Subdivision (A) does not apply in the case of the rental of owner-occupied housing if the owner or a member of his or her immediate family occupying the housing possesses and, upon request, presents to the individual a certificate signed by a physician which states that the owner or family member is allergic to the type of animal the individual possesses.

(d) Discrimination in Employment Prohibited

With regard to employment, it shall be unlawful for any employers or labor organizations, to engage in any of the following acts, wholly or partially for a discriminatory reason:

- (1) To discriminate against any individual, with respect to failure to hire, refusal to hire, discharge, compensation, terms, conditions, or privileges of employment, including promotion; however nothing in this subsection shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
- (2) To limit, segregate, or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee; or

- (3) To fail or refuse to refer for employment, or to give negative information to a potential employer of any individual, in such a manner that would deprive or limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as an applicant or prospective employee.

(e) Discrimination in Public Accommodations Prohibited

It shall be unlawful for a business establishment or place of public accommodation to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations wholly or partially for a discriminatory reason.

(f) Exceptions.

- (1) Nothing in this chapter shall prohibit:

- (A) A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons.
- (B) A private club, not in fact open to the public, which as incident to its primary purpose provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- (C) Discrimination on the basis of age or persons with disability in relation to housing designed to meet the needs of the elderly or persons with disabilities.

- (2) With the exception of prohibitions against discriminatory advertising and statements, this chapter shall not apply to:

- (A) An owner-occupied building containing no more than four units when the units are being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwellings.
- (B) A single-family residence if it is rented or sold by an owner who does not own more than three such single-family residences at any one time and; provided that in the case of the sale of any such single-family residence by a private individual owner not residing in the house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within a twenty-four (24) month period and; provided any such single-family residence is being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwelling.

(g) Enforcement.

- (1) Any person who claims to have been aggrieved or injured under this ordinance may file a written complaint with the City Administrator (or authorized designee), setting forth therein the details, including location of property, names, dates, witnesses, and other factual matters. All such complaints shall be signed by the complainant. Such complaints shall be filed within 300 days after the alleged violation of this ordinance.
- (2) The City Administrator shall provide a copy of a timely-filed complaint to the City Attorney for review and jurisdictional determination.
- (3) The City Administrator may receive and provide resolution to complaints on a voluntary, informal dispute resolution basis, may adopt rules, policies and regulations, and involve City staff as deemed appropriate and consistent with this ordinance and the laws of this state to carry out the policy and provisions of this ordinance and the powers and duties of the City Administrator.
- (4) Any complaint not voluntarily resolved through an informal dispute resolution process shall be forwarded to the City Attorney's Office for an ordinance enforcement determination.

(h) Jurisdiction.

- (1) The City shall not exercise jurisdiction over any complaint that sets forth or states any facts or allegations that are subject matter within the jurisdiction of any state or federal agency, including but not limited to the U.S. Equal Employment Opportunity Commission or the State of Wisconsin, Department of Workforce Development, regardless of whether the complainant has chosen to file with that said agency or not. If it appears that the City does not have jurisdiction over a filed complaint, the complainant shall be referred to the appropriate state or federal enforcement agency.
- (2) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system based on age such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this ordinance.
- (3) Nothing contained in this ordinance shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification, a bona fide physical requirement, or, as to a religious or denominational institution, based upon a preference for applicants of the same religion or denomination.

(i) Penalty for violation of Chapter.

Penalty for violation of chapter. Any person who violates any provision of this chapter shall be subject to a municipal ordinance forfeiture in such amount as determined by resolution of the common council. Each such violation shall constitute a separate offense.

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

Ordinance #17-20

Page 9 of 9

SECTION 3: It is hereby declared to be the intention of the City Council that the several provisions of this ordinance are separable. If any court of competent jurisdiction shall adjudge any provision of this ordinance to be invalid, such judgment shall not affect any other provisions of this ordinance not specifically included in said judgment.

SECTION 4: This ordinance shall take effect on March 1, 2018.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

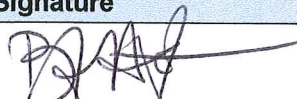
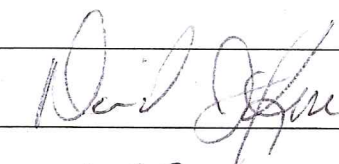
Nays: _____

Publication Date: _____

Effective Date: 03/01/2018

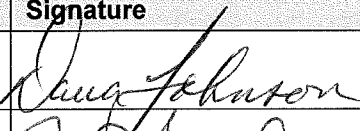
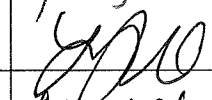
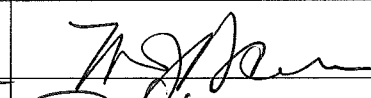
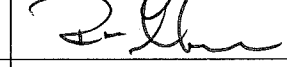
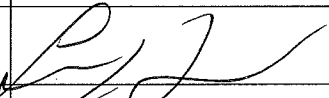
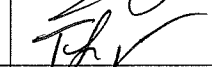
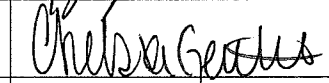
Petition to implement an anti-discrimination ordinance in the city of DePere, Wisconsin

Petition summary and background	This ordinance would offer legal protection against discrimination to individuals on the basis of gender identity and expression. Currently, there are no laws in the state of Wisconsin that prohibit discrimination in housing, employment, and health treatment.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to implement and enact the proposed anti-discrimination city ordinance in Depere, Wisconsin.

Printed Name	Signature	Address	Comment	Date
BARBARA STEEN		920 DUCHATEAU AVE	THIS IS GREAT !	10/6/17
KSERIA SALON		118 N. BROADWAY		
K/ika Shoes		124 N. BROADWAY		10-6-17
ALPHA DELIGHTS		143 N. WISCONSIN ST		10-6-17

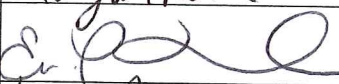
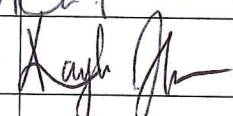
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Printed Name	Signature	Address	Comment	Date
Dana Johnson		915 N. Rankin St Appleton, WI 54911		10/2/17
JOAN GROESSL		203 Arlington Ave. Algoma WI 54201		10.2.2017
Lauren Lindbeck		1546 Quarry Park Dr #1 De Pere, WI 54115		10/6/17
Christal Chedock		111 N. WISCONSIN ST. De Pere WI 54115		10/6/17
MJ Danner		112 N BROADWAY		10/6/17
Rich STARRY		112 N. Broadway		10/6/17
HongYAN LI		310 N Wisconsin St STE F	Asian Business Inc	10/06/17
Cory Lewis		522 N. Lane St. Appleton		10/6/17
Travis Lange		1332 Dobbin St. Green Bay		10.6.17
Chelsea Gentile		108 Fort Howard Ave De Pere		10.6.17

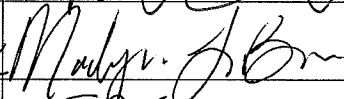
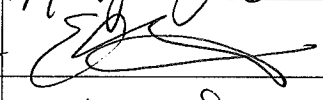
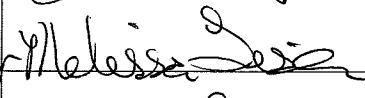
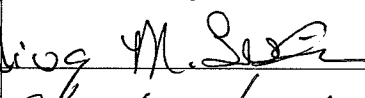
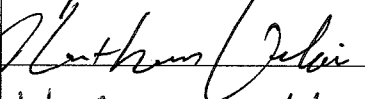
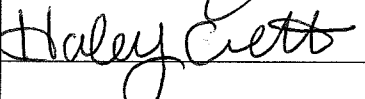
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Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to implement and enact the proposed anti-discrimination city ordinance in Depere, Wisconsin.

Printed Name	Signature	Address	Comment	Date
Brent Felchlin		802 George St. DePere, WI 54115		10/6/17
Taylor Pierce		320 Main Ave DePere, WI		10/6/17
Emma Lehman		301 Cass St. #4 DePere 54115	I am in strong support of this ordinance.	10/9/17
Kayla Johnson		2013 Bridge Port Ct #7 DePere WI 54115		10/10/17

Petition to implement an anti-discrimination ordinance in the city of DePere, Wisconsin

Petition summary and background	This ordinance would offer legal protection against discrimination to individuals on the basis of gender identity and expression. Currently, there are no laws in the state of Wisconsin that prohibit discrimination in housing, employment, and health treatment.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to implement and enact the proposed anti-discrimination city ordinance in Depere, Wisconsin.

Printed Name	Signature	Address	Comment	Date
Taylor LeBreck		1791 Grant St Apt #7		10/6/17
Madison LeBreck		402 South Erie St		10/6/17
Elizabeth Borchert		2255 Samantha St #20		10/6/17
Melissa Fischer		402 South Erie St.		10/6/17
Serenity Wilkins Hedberg		109 N. Wisconsin St.		10/6/17
Nathan Velicer		2881 Oak Stream Dr.		10-6-17
Haley Arndt		2255 Samantha St #20		10-7-17

Petition to implement an anti-discrimination ordinance in the city of DePere, Wisconsin

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Printed Name	Signature	Address	Comment	Date
Jessie Crandall	Jessie Crandall	1080 Springfield Dr.		10/10/17
Emily Wesoloski	Emily Wesoloski	1166 Prews Dr.		10/10/17
Olivia Mazzariello	Olivia Mazzariello	306 Fort Howard Ave.		10/10/17
Maddy VanDeHey	Maddy VanDeHey	1285 Danena Dr.		10/10/17
Marina Goeben	Marina Goeben	1018 Meadowview Ln.		10/10/17
Grace Kriescher	Grace Kriescher	801 Quidditch Ct		10/10/17
Miles Swieczichowski	Miles Swieczichowski	1521 Wild Rose Dr.	I am a trans man	10-10-17
Scottyn Haverkorn	Scottyn Haverkorn	1938 Minten Way		10/10/17
Joan Calderon	Joan Calderon	992 Aldrin St.		10/10/17
Delany Allen	Delany Allen	1911 Creamery Rd.		10/10/17
Alexandra Pullman	Alexandra Pullman	1775 Borgoyne Ct		10/10/17

Printed name:

Zachary Wenger
Cathy Nick

Karissa Devroy
Pam Bisbing

Signature:

Zach Wenger
Cathy Nick

Karissa Devroy
Pam Bisbing

Address:

352 Arbor Vitae Ln
2659 Greenbrier Rd.

1042 Schehring road
Trans people are
1011 Countryside Dr.

Date

10/10/17

10/10/17

10/10/17

unique + special
10/10/17

9.b

From: Annette Grunseth [annettegrunseth@gmail.com]
 Sent: Tuesday, October 3, 2017 4:17 PM
 To: Casey Nelson; Stacie Christian
 Subject: A signature in favor non discrimination ordinances

Hi Casey and Stacie,
 Attached is a signature from Lori Teske from Dwell and Grace consignment store on George Street.
 I Invited her to the meeting on October 10 at City Hall. She did not want to talk but said her daughter probably will. She will let me know.

Since you want to get this right away, I thought I'd send it today. I have two more calls to make tomorrow and will send signatures if (when) I get two more.

PS I plan to be at the meeting Oct 10th and can also speak up.
 Annette

Annette Grunseth
 920-819-2494
annettegrunseth@gmail.com

From: ll [REDACTED]
Sent: Sunday, October 1, 2017 8:27 PM
To: Casey Nelson
Subject: Ordinance concerning gender identity/expression

Dear Alderman Nelson;

It was brought to my attention that you have submitted an ordinance prohibiting the discrimination in employment, housing, and public accommodation based on gender identity or expression. As a business owner, mother, grandmother, and resident of De Pere, I commend your leadership and forward thinking and I encourage you to move forward on this matter. In these days when fear, ignorance, bullying, and hatred are so prevalent, more communities would benefit from this type of leadership.

Sincerely,

Chris Spah
 Owner/Operator of The Pasty Shop

From: Rich Starry [rich@thestarrys.com]
Sent: Thursday, September 21, 2017 12:11 PM
To: Casey Nelson
Subject: Discrimination Ordinance

I did see the correspondence and saw on tv the presentation before the board...

I would be in support of the ordinance and have no questions.

Thanks for the hard work supporting DePere and its residences.

Rich



Judy Schmidt-Lehman

From: Jayme Sellen <JSellen@greatergbc.org>
Sent: Wednesday, September 20, 2017 10:12 AM
To: Judy Schmidt-Lehman
Subject: RE: City of De Pere proposed anti-discrimination ordinance

Here is one

Employers want consistency and one set of rules. First of all, I am not a lawyer but it would seem the current protected class of Sexual Orientation would provide discrimination protection to someone in this trendy "gender identity" category. While I don't know of any current businesses in De Pere that would discriminate against someone based on "gender identity" (in the current absence of this proposed ordinance) and it is unlikely an employer would decide to not start or discontinue operating a business in De Pere due to this innocuous proposal, if adopted, why would the City want to create its own exception to federal and state law that makes the City Council the arbiter of guilt and penalty for something as significant as "Discrimination" rather than State and Federal law and courts?

From: Judy Schmidt-Lehman [mailto:jschmidt-lehman@mail.de-pere.org]
Sent: Wednesday, September 20, 2017 9:33 AM
To: Jayme Sellen
Subject: RE: City of De Pere proposed anti-discrimination ordinance

Thanks Jayme. Is it possible for you to forward their comments on to me so that I can share them with the Committee? If they are concerned about being identified, would you be able to send them to me without identifying who sent them?

Thanks again!

Judy

From: Jayme Sellen [mailto:JSellen@greatergbc.org]
Sent: Wednesday, September 20, 2017 9:16 AM
To: Judy Schmidt-Lehman; 'Tina Quigley '; De Pere Chamber of Commerce; Laurie Radke
Cc: Casey Nelson; Larry Delo; Ryan Jennings
Subject: RE: City of De Pere proposed anti-discrimination ordinance

Hi Judy,

I did send it to a few of our members in De Pere. I have heard from a few but not everyone I sent it to.

Thank you,

Jayme

From: Judy Schmidt-Lehman [mailto:jschmidt-lehman@mail.de-pere.org]
Sent: Wednesday, September 20, 2017 8:16 AM
To: 'Tina Quigley '; De Pere Chamber of Commerce; Laurie Radke; Jayme Sellen
Cc: Casey Nelson; Larry Delo; Ryan Jennings
Subject: RE: City of De Pere proposed anti-discrimination ordinance

Attachment: anti discrim ord business comment (6373 : Ord #17-20, Creation of Chapter 9 DPMC Non-Discrimination in Housing,

Good Morning! I am writing in follow-up to my e-mail below, asking that you consider assisting the City of De Pere in distributing a draft "Anti-Discrimination" ordinance currently up for discussion by the City's Finance/Personnel Committee. If you would please let me know if you have distributed the proposed ordinance among your membership, I would appreciate it. If your agency has decided to not forward it on, I would appreciate knowing that as well.

I have attached a copy of the draft ordinance in case your email in-box is as cluttered as mine!

Thank you again for your considered assistance!

Judy

Judith Schmidt-Lehman
De Pere City Attorney
335 S. Broadway Street
De Pere, WI 54115
(920) 339-4042
(920) 339-4049 (fax)
jschmidt-lehman@mail.de-pere.org

From: Judy Schmidt-Lehman
Sent: Thursday, September 14, 2017 3:51 PM
To: Tina Quigley ; De Pere Chamber of Commerce; 'lradke@greatergbc.org'; 'jsellen@greatergbc.org'
Cc: Casey Nelson; Larry Delo
Subject: City of De Pere proposed anti-discrimination ordinance

Greetings all. I am writing to request your assistance in distributing to your respective memberships an ordinance currently under consideration in De Pere. An explanation from Ald. Casey Nelson, sponsor of the proposal together with the current draft of the proposed ordinance is attached. We hope that you will assist us in seeking public input on the draft ordinance.

If you have any questions or concerns, please feel free to contact me.

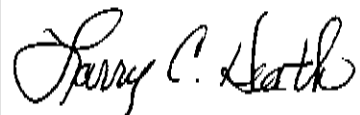
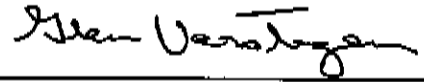
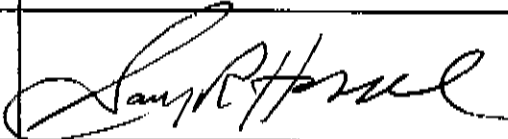
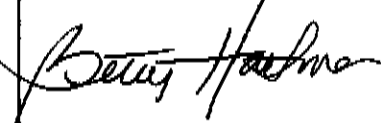
Thanks so very much for your willingness to help us with this!

Judy

Judith Schmidt-Lehman
De Pere City Attorney
335 S. Broadway Street
De Pere, WI 54115
(920) 339-4042
(920) 339-4049 (fax)
jschmidt-lehman@mail.de-pere.org

Attachment: anti discrim ord business comment (6373 : Ord #17-20, Creation of Chapter 9 DPMC Non-Discrimination in Housing,

If live, work, or do business in De Pere and you or your business support the addition of gender identity and expression to the City of De Pere's non-discrimination policy for employment, housing, and public accommodations, please consider filling in your information below:

Affiliation (check all applicable):	Name:	Address (De Pere residence, business, employer):	Signature:
☒ Resident ☐ Business ☐ Employed in De Pere	Shawna Stueck	449 N. Wisconsin St. De Pere, WI 54115	
☒ Resident ☐ Business ☐ Employed in De Pere	LARRY C. HEATH	3552 HICKORY RIDGE DE PERE, WI 54115	
☒ Resident ☐ Business ☐ Employed in De Pere	GLEN VERSTEGEN	3552 HICKORY RIDGE DE PERE, WI 54115	
☒ Resident ☐ Business ☐ Employed in De Pere	SHARON HASSEL	1863 HORSESHOE CT DE PERE, WI 54115	
☒ Resident ☐ Business ☐ Employed in De Pere	GARY R. HASSEL	1863 HORSESHOE CT DE PERE, WI 54115	
☐ Resident ☐ Business ☒ Employed in De Pere	Betty Hartman	2470 Brenner PL Green Bay, WI 54301	
☐ Resident ☒ Business ☐ Employed in De Pere	Pete Angilello	320 Wisconsin Ave. De Pere, WI 54115	
☒ Resident ☐ Business ☐ Employed in De Pere	Anne B. Rakow-Weist	4029 Willow Tree Ln De Pere, WI 54115	

HOUSING	Federal	State	Ordinance
Age		x	x
Ancestry		x	x
Arrest record			
Color	x	x	x
Conviction record			
Creed			
Declining to attend a meeting about religious/political matters			
Familial Status	x	x	x
Gender Identity/Expression			x
Handicap/Disability	partial	x	x
Lawful source of income		x	x
Marital Status		x	x
Military Service			x
National Origin	x	x	x
Race	x	x	x
Religion	x	x	x
Sex	x	x	x
Sexual Orientation		x	x
Use/nonuse of lawful products in off time			
Victim of domestic abuse, sexual assault, stalking		x	x
	7	13	15
PUBLIC ACCOMMODATION	Federal	State	Ordinance
Age			x
Ancestry		x	x
Arrest record			
Color	x	x	x
Conviction record			
Creed		x	
Declining to attend a meeting about religious/political matters			
Familial Status			x
Gender Identity/Expression			x
Handicap/Disability		x	x
Lawful source of income			x
Marital Status			x
Military Service			x
National Origin	x	x	x
Race	x	x	x
Religion	x		x
Sex		x	x
Sexual Orientation		x	x
Use/nonuse of lawful products in off time			
Victim of domestic abuse, sexual assault, stalking			x
	4	8	15
EMPLOYMENT	Federal	State	Ordinance
Age		x	x
Ancestry		x	x
Arrest record		x	
Color	x	x	x
Conviction record		x	
Creed		x	
Declining to attend a meeting about religious/political matters		x	
Familial Status			x
Gender Identity/Expression			x
Handicap/Disability		x	x
Lawful source of income			x
Marital Status		x	x
Military Service		x	x
National Origin	x	x	x
Race	x	x	x
Religion	x		x
Sex	x	x	x
Sexual Orientation		x	x
Use/nonuse of lawful products in off time		x	
Victim of domestic abuse, sexual assault, stalking			x
	5	15	15

PROPOSAL

Proposal to draft an ordinance that defines protected classes in which discrimination is prohibited in areas of housing, employment and public accommodation in the city of De Pere.

Protecting citizens from discrimination is an important responsibility for any governing body, and publicly displaying a steadfast dedication to this issue will help our city attract a vibrant, diverse citizenry. This proposal requests approval to draft an ordinance prohibiting discrimination in housing, employment and public accommodation for specific defined protected classes. The main objective of this ordinance is to illustrate that the city of De Pere understands and appreciates the importance of equal treatment for all of its citizens. This may very well provide economic benefits by making our city more appealing to visitors and individuals looking for a progressive place to live.

This ordinance will prohibit discrimination in housing, employment and public accommodation for the following protected classes: age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, persons with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking. The primary intention in regards to housing will be to make it unlawful to refuse to sell, rent to, negotiate with or provide financing to any person because of their inclusion in a protected class. For employment, the ordinance will bar any act, policy, advertisement or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's inclusion in a protected class. In regards to public accommodation, the ordinance will prohibit a business establishment or place of public accommodation to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations wholly or partially for a discriminatory reason.

Any person who claims to have been wronged under this ordinance will first have their complaint heard by the Mayor, who will attempt to rectify the situation. If a resolution cannot be reached or discrimination continues a fine may be instituted. With the exception of egregious violations, an informal resolution will be preferred over municipal prosecutions. This ordinance will be designed to cover only those situations that are not currently covered under state and federal anti-discrimination laws. The major difference in this ordinance compared to protected classes included in federal and/or state anti-discrimination laws is protection for gender identity or expression. Enacting this ordinance will convey that De Pere is a progressive, open minded city that accepts and protects everybody. There are communities and states that have enacted or are proposing legislation to further single out and allow discrimination against this portion of the population and we have an opportunity to stand out and display a commitment to protect persons regardless of their gender identity or expression.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 21, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #17-21, Amending Chapter 134 - Room Tax - Hotel and Motel.

The Finance/Personnel Committee voted to recommend approval of the ordinance changes to the Council.
JSL

The State Budget Bill included language restricting municipal regulation of short-term rentals. This legislation affects both the City's Room Tax and Zoning Ordinances. The item before the Committee concerns changes to the Room Tax Ordinance made necessary by the state legislation. Changes to the City's Zoning Ordinance will go before the City Plan Commission in the future.

ATTACHMENTS:

- Ord17-21 (DOCX)
- Chapter 134 Room Tax Ordinance-redlined (DOCX)
- Administrator-ED&P Director-Sanitarian-C-T-Short term rental memo10-3-17-130-001-10 (PDF)

ORDINANCE #17-21

AMENDING CHAPTER 134 – ROOM TAX – HOTEL AND MOTEL

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

Section 1: **Chapter 134 – Room Tax – Hotel and Motel**, is hereby amended by deleting
“- Hotel and Motel” from the title of this Chapter.

Section 2: **Sec. 134-1. - Regulations.**, is hereby amended as follows:

1. Sec. 134-1.(a) *Definitions.*, is hereby amended by replacing “Wis. Stats. § 66.75” with “Wis. Stats. § 66.0615.”
2. The following definition paragraphs shall be added to Section 134-1.(a) in the appropriate alphabetical order:

Lodging marketplace means an entity that provides a platform through which an unaffiliated 3rd party offers to rent a short-term rental to an occupant and collects the consideration for the rental from the occupant.

Occupant means a person who rents a short-term rental through a lodging marketplace.

Owner means the person who owns the residential dwelling that has been rented.

Residential dwelling means any building, structure, or part of the building or structure, that is used or intended to be used as a home, residence, or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others.

Short-term rental means a residential dwelling that is offered for rent for a fee and for fewer than 29 consecutive days.

3. Sec. 134-1.(b) (1) is hereby repealed and recreated as follows:

(1) Pursuant to Wis. Stats. § 66.0615, a tax is imposed on the privilege of furnishing, at retail, rooms or lodging to customers by hotel keepers, motel operators, lodging marketplaces, owners of short-term rentals and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of ten percent of the gross receipts from such retail furnishing of rooms or lodging. Such tax shall be collected from the customer when the customer's bill is

paid, and shall be paid by the person responsible to the city clerk-treasurer on a monthly basis or as otherwise directed by Resolution of the Common Council. Such tax shall not be subject to the selective sales tax imposed by Wis. Stats. § 77.52(2). The proceeds of such tax shall be remitted to, and received by, the city clerk-treasurer monthly on or before the 20th day of the following month.

4. Sec. 134-1.(c) *Permit.*, is hereby repealed and recreated as follows:

(c) *Permit.* Every person furnishing rooms or lodging under subsection (b) of this section shall file with the city clerk-treasurer an application for a room tax identification number for each location where such rooms or lodging is provided (“lodging”). Every application shall be made upon a form prescribed by the city clerk-treasurer and shall set forth the name under which the applicant intends to provide lodging, location of the lodging, and such other information as the city clerk-treasurer requires. The application shall be signed by the owner if residential property and, if not a residential property, by the person responsible who is authorized to act on behalf of the entity owing the lodging.

5. Sec. 134-1.(d) *Tax number.*, is hereby amended by deleting “place of business” and replacing it with “lodging location” in the first sentence of said paragraph and deleting the phrase “person in whose” prior to “name” and adding “in which” following “name” in the second sentence.

6. Sec. 134-1(f) and (g) are hereby created to read as follows:

(f) *Notification by Owner.* Every owner who rents their residential dwelling shall notify the city clerk-treasurer, in writing, when the first rental within a 365 day period began.

(g) *Tourist rooming house license.* Any person who maintains, manages or operates a short-term rental as defined herein for more than 10 nights each year shall obtain a tourist rooming house license as defined in Wis. Stats. 97.01(15k).;

with all subsequent paragraphs being re-lettered accordingly.

7. Sec. 134-1(h)(3) *Late filing fee.*, is hereby amended by deleting the phrase “of \$100.00” and replacing it with “in such amount as determined by Resolution of the Common Council.”

8. Sec. 134-1(j) *Confidentiality.*, is hereby amended by deleting the phrase “forfeit not less than \$100.00 nor more than \$300.00” and replacing it with “be subject to a forfeiture in such amount as determined by Resolution of the Common Council.”

9. Sec. 134-1(k) *Administration and payment of taxes.*, is hereby amended by deleting the phrase “and the finance committee” from the first sentence of said paragraph.

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

Section 4: This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 11/14/17

Publication Date: _____

Effective Date: _____

Chapter 134 – ROOM TAX ~~HOTEL AND MOTEL~~

Sec. 134-1. - Regulations.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning. The definitions in Wis. Stats. § ~~66.0615 66.75~~ are adopted by reference in this section as if fully set forth and shall apply to this section.

Customer means any person residing for a continuous period of time less than one month in a hotel, motel or furnished accommodation available to the public.

Gross receipts means, insofar as applicable, as defined in Wis. Stats. § 77.51(3) and (4)(a), (b).

Lodging marketplace means an entity that provides a platform through which an unaffiliated 3rd party offers to rent a short-term rental to an occupant and collects the consideration for the rental from the occupant.

Formatted: Superscript

Occupant means a person who rents a short-term rental through a lodging marketplace.

Owner means the person who owns the residential dwelling that has been rented.

Person responsible means the sole owner of the business subject to this chapter, the partners, if a partnership owns the business subject to this chapter, the corporate president, or designated general manager or agent, if a corporation owns the business subject to this chapter.

Residential dwelling means any building, structure, or part of the building or structure, that is used or intended to be used as a home, residence, or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others.

Short-term rental means a residential dwelling that is offered for rent for a fee and for fewer than 29 consecutive days.

(b) *Room tax imposed.*

(1) Pursuant to Wis. Stats. § ~~66.0615 66.75~~, a tax is imposed on the privilege of furnishing, at retail, rooms or lodging to customers by hotel keepers, motel operators, lodging marketplaces, owners of short-term rentals and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of ten percent of the gross receipts from such retail furnishing of rooms or lodging. Such tax shall be collected from the customer when the customer's bill is paid, and shall be paid by the person responsible to the city clerk-treasurer on a monthly basis or as otherwise directed by Resolution of the Common Council. Such tax shall not be subject to the selective sales tax imposed by Wis. Stats. § 77.52(2). The proceeds of such tax shall be remitted to, and received by, the city clerk-treasurer monthly on or before the 20th day of the following month.

(2) Such tax shall be distributed as provided by resolution of the council.

(c) *Permit.* Every person furnishing rooms or lodging under subsection (b) of this section shall file with the city clerk-treasurer an application for a room tax identification number for each location where such rooms

~~or lodging is provided ("lodging") place of business.~~ Every application shall be made upon a form prescribed by the city clerk-treasurer and shall set forth the name under which the applicant intends to ~~provide lodging~~~~transact business~~, location of the ~~lodging~~~~place of business~~, and such other information as the city clerk-treasurer requires. The application shall be signed by the owner if ~~residential property a sole proprietor~~ and, if not a ~~residential property sole proprietor~~, by the person responsible who is authorized to act on behalf of the ~~entity owing the lodging business.~~

(d) *Tax number.* The city clerk-treasurer shall issue to each applicant a separate number for each ~~lodging location~~~~place of business~~ within the city. Such number is not assignable and is valid only for the ~~person in whose~~ name ~~in which~~ it is issued and for the collection of the room tax at the place designated therein.

(e) *Recordkeeping.* Every person liable for the tax imposed by this section shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as the city clerk-treasurer requires.

~~(f) Notification by Owner. Every owner who rents their residential dwelling shall notify the city clerk-treasurer, in writing, when the first rental within a 365 day period began.~~

~~(g) Tourist rooming house license. Any person who maintains, manages or operates a short-term rental as defined herein for more than 10 nights each year shall obtain a tourist rooming house license as defined in Wis. Stats. 97.01(15k).~~

~~(f)(h) Filing of returns.~~

- (1) *Required.* A return shall be filed with the city clerk-treasurer, by each person responsible subject to subsection (b) of this section, on or before the day on which such tax is due and payable. Such return shall show the gross receipts of the preceding calendar month from such retail furnishing of rooms or lodging, and the amount of tax imposed for such period, and such other information as the city clerk-treasurer deems necessary to administer this section. An annual return shall be filed within 90 days of the close of each calendar or fiscal year and shall contain certain such information as the city clerk-treasurer requires to administer this section. Each return shall be signed by the person required to file a return, or an authorized agent, but need not be verified by oath. The city clerk-treasurer may, for good cause, extend the time of filing any return, but not longer than 30 days from the filing date.
- (2) *Failure to file.* If any person required to make a return fails, neglects or refuses to do so for the amount and in the manner, form and time prescribed in this section, the city clerk-treasurer, according to his or her best judgment, shall determine the amount of the tax due the city and make a dooamage assessment upon the person who fails to file and pay on a timely basis. Each person whose tax is determined by the city clerk-treasurer shall pay the amount determined, plus interest at the rate of one percent per month on the unpaid balance. No refund or modification of the payment, as determined by the city clerk-treasurer, may be granted until the person files a correct room tax return and permits the city clerk-treasurer or an authorized agent to inspect and audit the records of the business required to be kept in subsection (e) of this section.
- (3) *Late filing fee.* In addition of any other forfeiture provided in this section, whether imposed or not, a forfeiture ~~in such amount as determined by Resolution of the Common Council of \$100.00~~ shall be imposed upon and collected from any person each time such person fails to file the return required in subsection (f)(1) of this section on a timely basis.

~~(g)(i)~~ *City clerk-treasurer's right of inspection and audit.*

- (1) Whenever the city clerk-treasurer has probable cause to believe that the correct amount of room tax has not been assessed upon and collected from customers, or that the tax return is not correct, the city clerk-treasurer may cause an inspection and audit of the financial records of any person subject to subsection (b) of this section, to determine whether or not the correct amount of room tax is assessed, collected and paid according to subsections (b) and (f) of this section.
- (2) If any person subject to subsection (b) of this section, fails to comply with a request by the city clerk-treasurer or an authorized agent to inspect and audit the person's financial records as in subsection (g)(1) of this section, such person shall be subject to a forfeiture in the amount of five percent of the tax due the city at the time of the audit.

~~(h)(i)~~ *Confidentiality.* Information obtained under this section shall be confidential, except the city clerk-treasurer may provide information to persons using the information in the discharge of duties imposed by law, the duties of their office, such as the duties of the office of room tax commissioner, or by order of a court. The city clerk-treasurer may publish statistics classified so as not to disclose the identity of particular returns. Any person who violates any provision of this subsection shall be subject to a forfeiture in such amount as determined by Resolution of the Common Council ~~forfeit not less than \$100.00 nor more than \$300.00.~~

~~(i)(k)~~ *Administration and payment of taxes.* This chapter shall be administered by the city clerk-treasurer ~~and the finance committee.~~ The tax imposed for the month is due and payable on the 20th day of the month following the collection of the tax from the customer under subsection (b) of this section.

~~(j)(l)~~ *Failure to pay tax when due.*

- (1) *Forfeitures.* In addition to the forfeitures provided in this chapter, and the tax due under this chapter, a forfeiture of 25 percent of the room tax due for the previous year under subsection (b) of this section, or \$5,000.00, whichever is less, shall be imposed upon any person or business that allows the monthly tax imposed to be delinquent under this chapter.
- (2) *Delinquent taxes.* The tax imposed by the section shall become delinquent if not paid within 30 days after the due date of the return, or within 30 days after the expiration of an extension prior if one has been granted. If a return is filed late, or there is no return filed, the due date for the taxes imposed is the due date of the return.
- (3) *Security may be required.* In order to protect the revenue of the city, the city clerk-treasurer shall require any person liable for the tax imposed by this section who fails to pay the tax as required in this section, to file with the city clerk-treasurer, before or after the permit is issued, such security, not in excess of \$5,000.00 cash or a surety bond equal to the prior month's tax, as the city clerk-treasurer determines. If any taxpayer fails or refuses to place such security, the city clerk-treasurer may refuse or revoke its permit. If any taxpayer is delinquent in the payment of the taxes imposed by this section, the city clerk-treasurer may, upon ten days' notice after giving the taxpayer an opportunity to confer, recover the taxes, interest and penalties from the security or surety placed with the city clerk-treasurer by such taxpayer. No interest shall be paid or allowed by the city to any person for the deposit of such security.

CITY OF DE PERE

MEMO

To: Larry Delo, City Administrator
 Kim Flom, Director of Economic Development and Planning
 Dale Schmit, Sanitarian
 Shana Ledvina, City Clerk-Treasurer
 From: Judith Schmidt-Lehman, City Attorney *Judy*
 RE: State Budget Bill Impact on Municipal Regulation of Short-Term Rentals
 Date: October 9, 2017

We have been involved recently in the issue of short-term rentals of residential dwellings, from zoning, room tax and Agriculture, Trade and Consumer Protection (ATCP) licensure perspectives. The State Budget Bill (2017 Wisconsin Act 59) included legislation limiting municipal authority over short-term rental of residential dwellings. Attached is a copy of that part of the Budget Bill pertaining to short term rentals.

The purpose of this memo is to outline the legislative changes and suggest next steps.

The new legislation is not comprehensive; rather it targets various features of short term rentals. Under the new legislation (effective September 23, 2017):

- “Short-term rental” is defined as a residential dwelling that is offered for rent for a fee for fewer than 29 consecutive days;
- Municipalities may not prohibit the rental of any residential dwelling for 7 consecutive days or longer;
- If a residential dwelling is rented for periods of time between 7 and 28 consecutive days, a municipality may not limit the total number of days rented within 365 days to fewer than 180 days;
- A municipality may not specify a time period during which a residential dwelling may be rented; it may however require that the maximum number of days allowable run consecutively within a 365 day period;
- Persons who rent out their residential dwellings to others must notify the municipal clerk as to the date the first rental occurred;
- One who operates a short-term rental for more than 10 nights each year must obtain an ATCP tourist rooming house license and any similar municipal license;
- Municipalities may by ordinance impose room tax obligations on owners of short-term rentals and lodging marketplaces (Airbnb, etc.);
- Lodging marketplaces (defined as an entity that shares a platform through which an unaffiliated 3rd party offers to rent a short-term rental to an occupant and collects the consideration for the rental from the occupant) are required to register with the State Department of Revenue and collect all sales and room taxes imposed related to the short-term rental, and forward the same to the respective jurisdictions.

As you can see, these legislative changes affect the operations of multiple departments in different ways.

Suggested next steps include:

1. Amend Room Tax Ordinance (Chapter 134 De Pere Municipal Code [DPMC]) to specifically:
 - A. List lodging marketplaces and owners of short-term rentals not utilizing lodging marketplace as obligated to collect and remit room tax;
 - B. Require people who own short-term rental residential dwellings to notify the City Clerk of first rental date.
 - C. Require tourist rooming house licensure for short-term rentals of more than 10/year.
2. Address zoning code changes to conform to legislative changes. The legislative changes allow different options to be considered with zoning, including:
 - A. Whether to prohibit rentals of less than 7 days and if so, in what zoning classifications;
 - B. Whether to limit the maximum number of rental days to 180 days or some higher number.
3. Create materials similar to the Brown County Health Department materials developed for owners of short-term rental properties to navigate short term rental requirements.

Shana; please let me know when you believe suggested changes to the Room tax ordinance should go to the Finance/Personnel Committee for review and I will draft the same. As for zoning code changes, Kim should determine when to bring the short-term rental issue to the Plan Commission. The law department will then draft whatever ordinance changes the Commission wishes to recommend to the Council. Finally, once the new requirements are in place, it would be helpful for the Health Department to assemble a “how-to” set of materials for owners of short-term rental properties to assist them in complying with city regulations and collecting the associated room tax.

Please let me know if you have any questions or would like additional information.

JSL

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effective 9/23/17 (published 9/22/17)

2017 Assembly Bill 64

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2017 Wisconsin Act 59

the trust in a manner consistent with ch. 38 and in accordance with the terms of the trust. Any trust formed pursuant to this paragraph shall be separate from any other trust created by, or under the control of, the technical college district.

SECTION 985k. 66.0603 (3) (d) of the statutes is created to read:

66.0603 (3) (d) 1. In addition to the authority granted under sub. (2), a technical college district may delegate the investment authority over the funds described under sub. (1m) (g) to an investment manager who meets the requirements and qualifications specified in the trust's investment policy and who is registered as an investment adviser under the Investment Advisers Act of 1940, 15 USC 80b-3.

2. If a technical college district has established a trust described in sub. (1m) (g), it shall annually publish a written report that states the amount in the trust, the investment return earned by the trust since the last report was published, the total disbursements made from the trust since the last report was published, and the name of the investment manager if investment authority has been delegated under subd. 1.

SECTION 985L. 66.0615 (1) (bs) of the statutes is created to read:

66.0615 (1) (bs) "Lodging marketplace" means an entity that provides a platform through which an unaffiliated 3rd party offers to rent a short-term rental to an occupant and collects the consideration for the rental from the occupant.

SECTION 985m. 66.0615 (1) (de) of the statutes is created to read:

66.0615 (1) (de) "Occupant" means a person who rents a short-term rental through a lodging marketplace.

SECTION 985n. 66.0615 (1) (df) of the statutes is created to read:

66.0615 (1) (df) "Owner" means the person who owns the residential dwelling that has been rented.

SECTION 985o. 66.0615 (1) (di) of the statutes is created to read:

66.0615 (1) (di) "Residential dwelling" means any building, structure, or part of the building or structure, that is used or intended to be used as a home, residence, or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others.

SECTION 985p. 66.0615 (1) (dk) of the statutes is created to read:

66.0615 (1) (dk) "Short-term rental" means a residential dwelling that is offered for rent for a fee and for fewer than 29 consecutive days.

SECTION 985q. 66.0615 (1m) (a) of the statutes is amended to read:

66.0615 (1m) (a) The governing body of a municipality may enact an ordinance, and a district, under par.

(e), may adopt a resolution, imposing a tax on the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients by hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations. A tax imposed under this paragraph may be collected from the consumer or user, but may not be imposed on sales to the federal government and persons listed under s. 77.54 (9a). A tax imposed under this paragraph by a municipality shall be paid to the municipality and, with regard to any tax revenue that may not be retained by the municipality, shall be forwarded to a tourism entity or a commission if one is created under par. (c), as provided in par. (d). Except as provided in par. (am), a tax imposed under this paragraph by a municipality may not exceed 8 percent. Except as provided in par. (am), if a tax greater than 8 percent under this paragraph is in effect on May 13, 1994, the municipality imposing the tax shall reduce the tax to 8 percent, effective on June 1, 1994.

SECTION 985r. 66.0615 (5) of the statutes is created to read:

66.0615 (5) (a) A lodging marketplace shall register with the department of revenue, on forms prepared by the department, for a license to collect taxes imposed by the state related to a short-term rental and to collect room taxes imposed by a municipality. After a lodging marketplace applies for and receives such a license, it shall do all of the following:

1. If a short-term rental is rented through the lodging marketplace, collect sales and use taxes from the occupant and forward such amounts to the department of revenue.

2. If a short-term rental that is rented through the lodging marketplace is located in a municipality that imposes a room tax, collect the room tax from the occupant and forward it to the municipality.

3. Notify the owner of a short-term rental that the lodging marketplace has collected and forwarded the taxes described in subds. 1. and 2.

(b) A municipality may not impose and collect a room tax from the owner of a short-term rental if the municipality collects the room tax on the residential dwelling under par. (a) 2.

SECTION 993. 66.0903 (1) (c) of the statutes is amended to read:

66.0903 (1) (c) "Hourly basic rate of pay" has the meaning given in s. 16.856 (1) (b), 2015 stats.

SECTION 994. 66.0903 (1) (f) of the statutes is amended to read:

66.0903 (1) (f) "Prevailing hours of labor" has the meaning given in s. 16.856 (1) (e), 2015 stats.

SECTION 995. 66.0903 (1) (g) of the statutes is amended to read:

over

2017 Wisconsin Act 59

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2017 Assembly Bill 64

66.0903 (1) (g) "Prevailing wage rate" includes the meanings given under s. 66.0903 (1) (g), 2013 stats., and s. 16.856 (1) (f), 2015 stats.

SECTION 996. 66.0903 (1) (j) of the statutes is amended to read:

66.0903 (1) (j) "Truck driver" has the meaning given in s. 16.856 (1) (j) includes an owner-operator of a truck.

SECTION 996g. 66.1014 of the statutes is created to read:

66.1014 Limits on residential dwelling rental prohibited. (1) In this section:

(a) "Political subdivision" means any city, village, town, or county.

(b) "Residential dwelling" means any building, structure, or part of the building or structure, that is used or intended to be used as a home, residence, or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others.

(2) (a) Subject par. (d), a political subdivision may not enact or enforce an ordinance that prohibits the rental of a residential dwelling for 7 consecutive days or longer.

(b) If a political subdivision has in effect on the effective date of this paragraph [LRB inserts date], an ordinance that is inconsistent with par. (a) or (d), the ordinance does not apply and may not be enforced.

(c) Nothing in this subsection limits the authority of a political subdivision to enact an ordinance regulating the rental of a residential dwelling in a manner that is not inconsistent with the provisions of pars. (a) and (d).

(d) 1. If a residential dwelling is rented for periods of more than 6 but fewer than 29 consecutive days, a political subdivision may limit the total number of days within any consecutive 365-day period that the dwelling may be rented to no fewer than 180 days. The political subdivision may not specify the period of time during which the residential dwelling may be rented, but the political subdivision may require that the maximum number of allowable rental days within a 365-day period must run consecutively. A person who rents the person's residential dwelling shall notify the clerk of the political subdivision in writing when the first rental within a 365-day period begins.

2. Any person who maintains, manages, or operates a short-term rental, as defined in s. 66.0615 (1) (dk), for more than 10 nights each year, shall do all of the following:

a. Obtain from the department of agriculture, trade and consumer protection a license as a tourist rooming house, as defined in s. 97.01 (15k).

b. Obtain from a political subdivision a license for conducting such activities, if a political subdivision enacts an ordinance requiring such a person to obtain a license.

SECTION 996h. 66.1105 (2) (f) 2. e. of the statutes is created to read:

66.1105 (2) (f) 2. e. For a tax incremental district in the city of Milwaukee, direct or indirect expenses related to operating a rail fixed guideway transportation system, as defined in s. 85.066 (1), in the city of Milwaukee.

SECTION 996j. 66.1105 (5) (h) 5. of the statutes is created to read:

66.1105 (5) (h) 5. Notwithstanding the 2 consecutive year provision described in subd. 1., the village of Kimberly may adopt a resolution and proceed under this paragraph with regard to Tax Incremental District Number 6, which was created on September 12, 2016. To act under this subdivision, the village of Kimberly must adopt a resolution under subd. 1. not later than September 30, 2017, and shall provide the department of revenue with all required materials no later than October 31, 2017.

SECTION 996p. 66.1109 (5) (d) of the statutes is created to read:

66.1109 (5) (d) If real property that is specially assessed as authorized under this section is of mixed use such that part of the real property is exempted from general property taxes under s. 70.11 or is residential, or both, and part of the real property is taxable, the municipality may specially assess as authorized under this section only the percentage of the real property that is not tax-exempt or residential. This paragraph applies only to a 1st class city.

SECTION 996pm. 67.05 (6a) (a) 2. (intro.) of the statutes is amended to read:

67.05 (6a) (a) 2. (intro.) Except as provided under pars. (b) and (c) and subs. (7) and (15), and subject to the limit on the number of referendums that may be called in any calendar year under subd. 2. a., if the board of any school district, or the electors at a regularly called school district meeting, by a majority vote adopt an initial resolution to raise an amount of money by a bond issue, the school district clerk shall, within 10 days, publish notice of such adoption as a class 1 notice under ch. 985 or post the notice as provided under s. 10.05. The notice shall state the maximum amount proposed to be borrowed, the purpose of the borrowing, that the resolution was adopted under this subdivision and the place where and the hours during which the resolution may be inspected. The school board shall also do one of the following:

SECTION 996pr. 67.05 (6a) (a) 2. a. of the statutes is amended to read:

67.05 (6a) (a) 2. a. Direct the school district clerk to call a special election for the purpose of submitting submit the resolution to the electors for approval or rejection; or direct that the resolution be submitted at the next regularly scheduled spring primary or election or partisan primary or general election, provided such election is to be held not earlier than 70 days after the adoption of the resolution. The school board may direct the school district clerk to call a special election on the Tuesday after the first Monday in November in an odd-numbered year for

Vetoed
In Part

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 21, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #17-86, Authorizing Intergovernmental Agreement
Between the City of De Pere and the City of Menasha Creating the
Bridges of Fox River Consortium For Provision of Environmental.

ATTACHMENTS:

- Reso17-86 (DOCX)
- Exhibit A - Intergovernmental-Menasha-EHS Consortium11-1-17-118-003-03 (DOCX)
- Memo for 11-21-2017 meeting(DOC)
- Memo for BOH meeting 10-23-2017 (PDF)

RESOLUTION #17-86

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DE PERE AND THE CITY OF MENASHA
CREATING THE BRIDGES OF FOX RIVER CONSORTIUM
FOR PROVISION OF ENVIRONMENTAL SERVICES

WHEREAS, the City of De Pere and the City of Menasha (“the Parties”), both operate Local Health Departments within their respective jurisdictions under Chapter 251 Wisconsin Statutes, including Environmental Health Services (EHS) covering food safety and recreational licensing under the Department of Agriculture, Trade & Consumer Protection (DATCP) and Wisconsin Statutes Chapters 97 and 254; and

WHEREAS, DATCP requirements for a Local Health Department EHS to hold Agent Status under Wis. Admin. Code 74 ATCP include at least one environmental health inspection staff to be designated the Agent Standard for EHS; and

WHEREAS, the City of Menasha currently has an Agent Standard and the City of De Pere is in need of an Agent Standard for its EHS, and the Parties believe it is in their individual and mutual best interest to enter into the terms and conditions provided in the Intergovernmental Agreement Between the City of De Pere and the City of Menasha Creating the Bridges of Fox River Consortium for Provision of Environmental Services, attached and incorporated as Exhibit A; and

WHEREAS, the Parties believe it is in their individual and mutual best interests to enter into this Agreement to foster intergovernmental cooperation between the Parties; and

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

Resolution #17-86
Page 2 of 2

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Intergovernmental Agreement Between the City of De Pere and the City of Menasha Creating the Bridges of Fox River Consortium for Provision of Environmental Services (Exhibit A), subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso17-86 (6360 : Resolution 17-86, Authorizing Intergovernmental Agreement with Menasha)

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DE PERE AND THE CITY OF MENASHA
CREATING THE BRIDGES OF FOX RIVER CONSORTIUM
FOR PROVISION OF ENVIRONMENTAL HEALTH SERVICES

This Agreement is entered into as of January 1, 2018, between the City of De Pere, a Wisconsin municipal corporation (“De Pere”) and the City of Menasha, a Wisconsin municipal corporation (“Menasha”) (hereinafter “the Parties”) pursuant to the authority set out in Wis. Stats. §66.0301 regarding municipal intergovernmental cooperation.

WHEREAS, the Parties both operate Local Health Departments within their respective jurisdictions under Chapter 251 Wisconsin Statutes, including Environmental Health Services (EHS) covering food safety and recreational licensing under the Department of Agriculture, Trade & Consumer Protection (DATCP) and Wisconsin Statutes Chapters 97 and 254; and

WHEREAS, DATCP requirements for a Local Health Department EHS to hold Agent Status under Wis. Admin. Code 74 ATCP include at least one environmental health inspection staff to be designated the Agent Standard for said EHS; and

WHEREAS, Menasha currently has an Agent Standard and De Pere is in need of an Agent Standard for its EHS; and

WHEREAS, Menasha and De Pere enter into this Agreement creating the Bridges of Fox River Consortium (Consortium) to foster intergovernmental cooperation between the two agencies; and

WHEREAS, both agencies believe it is in their individual and mutual best interests to enter into this Agreement to provide for Environmental Health Services Program through Menasha upon the terms and conditions as set forth herein.

NOW THEREFORE, upon the mutual obligations and benefits set forth herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. CONSORTIUM CREATED

This Consortium is hereby created upon the terms and conditions set forth below, for the cooperative provision of Environmental Health Services in the cities of De Pere and Menasha.

II. MENASHA RESPONSIBILITIES

- A. Menasha shall provide Environmental Health Services to De Pere, including Environmental Health Services (EHS) covering food safety and recreational licensing under the Department of Agriculture, Trade & Consumer Protection (DATCP) and Wisconsin Statutes Chapters 97 and 254.
- B. Menasha shall employ an Agent Standard as required by DATCP for purposes of the EHS program, who shall be an employee of the City of Menasha for all purposes, including compensation (wages and benefits), insurance coverage (including workers compensation, unemployment compensation, general liability, professional liability, and auto coverage.)
- C. In addition to serving as the Agent Standard for purposes of this Agreement, the Agent Standard shall:
 - 1. Oversee and supervise the De Pere Sanitarian in food safety and recreational licensing inspections, including acting as the fiscal agent for issuing licenses therefore;
 - 2. Provide Food and Drug Administration Risk Based Retail Food Inspection training for the De Pere Sanitarian;
 - 3. Incorporate the De Pere Sanitarian into the Menasha National Voluntary Retail Program Standards process, concentrating on Standards 2,3 and 4; and

- 4. Provide documentation of Standard 2 and Standard 4 requirements being met by De Pere Sanitarian to DATCP as part of the annual self-assessment program.
- D. The Agent Standard shall have inspection and enforcement authority and responsibility over retail food and recreation establishments in the De Pere during the term of this Agreement.
- E. Menasha agrees to amend its Agent Status Agreement as deemed necessary by DATCP to fulfill the purposes of this Agreement.

III. DE PERE RESPONSIBILITIES

- A. De Pere shall act as the fiscal agent for the collection of license fees and enforcement activity and will continue to issue the licenses for De Pere.
- B. De Pere shall employ a Sanitarian, who shall be an employee of De Pere for all purposes, including compensation (wages and benefits), insurance coverage (including workers compensation, unemployment compensation, general liability, professional liability, and auto coverage.)
- C. The Sanitarian shall conduct inspections of retail food and recreation establishments in De Pere under the oversight and supervision of the Agent Standard.
- D. The Sanitarian shall engage in retail food and recreation license enforcement activities in De Pere under the oversight and supervision of the Agent Standard.
- E. The Sanitarian shall have inspection and enforcement authority over retail food and recreation establishments in Menasha during the term of this Agreement.
- F. De Pere shall pay Menasha the sum of \$8,000.00 (Eight Thousand and no/100 Dollars), plus \$350.00 (Three Hundred Fifty and no/100 Dollars) for mileage and expenses, for each year of its services under this Agreement, unless some different money amount is agreed to in writing between the parties after the first year. Payment shall be made in two equal installments; 50% at effective date of this Agreement and 50% six (6) months thereafter.
- G. De Pere shall, as of the effective date of this Agreement, relinquish its agent contract with DATCP during the term of this Agreement.
- H. This Agreement in no way affects De Pere's weights and measures program, nuisance complaint inspection program, or other employment responsibilities of the Sanitarian.

IV. MUTUAL RESPONSIBILITIES

- A. Menasha and De Pere each agree to amend their respective municipal ordinances pertaining to retail food and recreation establishment licensing as required by DATCP.
- B. Each party shall assume liability for, be responsible for, indemnify and, at the others' request, defend and save harmless, the other, its officers, officials, employees, agents and anyone to whom it may be liable by contract or otherwise, against any claim, loss, damage, or expense arising from any actual or claimed death or injury or damage to property, whether owned by De Pere, Menasha, or third parties, including loss of use, which actually or allegedly results from, or actually or allegedly arises in connection with, the negligent performance of each party to this Agreement, provided the negligence of that party is determined to be greater than the negligence of the other party.

V. CONFIDENTIALITY AND RECORDS

- A. Each party understands that, in the course of this Agreement, it may become privy to confidential information regarding work performed for or information gathered while performing work for the other party. Each party shall maintain the confidentiality of all information deemed confidential by either party unless required to release the same by law or a lawful order of a court of competent jurisdiction.
- B. All records created while performing EHS services under this Agreement shall remain the records of De Pere for purposes of the Wisconsin Public Records Law (Wis. Stats. §19.21 *et seq.*)

VI. TERM OF AGREEMENT

- A. This Agreement is effective as of January 1, 2018 and shall remain in effect for a period of one year. The Agreement will automatically renew for a period of successive one year periods unless terminated by either party as provided herein.
- B. Either party may terminate this Agreement by providing the other party with a 60 day written notice of termination.

VII. MISCELLANEOUS

- A. The undersigned represent that they have the lawful authority to execute this Agreement on behalf of their governing body.
- B. This Agreement represents the entire Agreement between the Parties. No change, amendment or modifications to the terms of this Agreement shall be effective unless in writing and signed by both parties.

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

CITY OF MENASHA

By:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

H:\azills\Agreements\2017\Intergovernmental Agreement-Menasha-EHS Consortium11-1-17-118-003-03.docx

Attachment: Exhibit A - Intergovernmental-Menasha-EHS Consortium11-1-17-118-003-03 (6360 : Resolution 17-86, Authorizing

Memo

To: Common Council for City of De Pere

From: Debbie Armbruster, Health Director

Date: November 14, 2017

Re: Consortium for Environmental Services Program – Agent Contract

Please refer to attached memo addressed to the Board of Health on October 18, 2017.

The Board of Health on 10-23-2017 recommended that a consortium be made between the City of De Pere and the City of Menasha. De Pere has had a long-standing agreement with Menasha that both Menasha and De Pere would assist each other as needed which has worked out well. The Menasha Health Department would hold the agent contract for both Menasha and De Pere however De Pere would continue issuing licenses as the City of De Pere and would remain the fiscal agent for the city. This consortium would be effective as of 1-1-2018 and would be reviewed after one year to assess the status of the De Pere sanitarian's standardization process. The development of this consortium has been approved by Jim Kaplanek, the Retail Food and Recreational Technical Section Chief for the Division of Food and Recreational Safety, Wisconsin Department of Agriculture, Trade and Consumer Protection.

The Board of Health requests the council to allocate funds of \$8,350 for the Environmental Services program consortium from the unassigned reserves fund for 2018. Administration will review the current salaried wages of the De Pere sanitarian to determine if there will be a compensation adjustment related to the city's need to contract agent status management from the City of Menasha.

Memo

To: Board of Health

From: Debbie Armbruster

Date: October 18, 2017

Re: Options to consider during agent status hiatus

Currently our registered sanitarian requires additional time to meet standardization. Our Agent Contract through The Wisconsin Department of Agriculture, Trade and Consumer Protection requires us to have an agent standard to maintain our agent contract. I have been in ongoing communication with James Kaplanek, Retail Food and Recreational Technical Section Chief, who has come up with two options:

1. Employ a Registered Sanitarian that can pass the retail food standardization exercises, or
2. Form a consortium with another Agent Health Department with an Agent standard.

Option #1 – At this time, we do not meet this requirement. This would mean that recruitment for a standardized Registered Sanitarian would need to be started ASAP. Consideration for how fast we could secure this position needs to be taken. We would still need to have an agreement with another health department during this time who would be responsible for our agent contract.

Option #2 – I have had conversations with Menasha Health Department and Brown County Health and Human Services Public Health Division regarding the formation of a consortium.

Menasha Health Department – would agree to form this consortium with the City of De Pere for a finite period of time while their sanitarian, Todd Drew, would both supervise our sanitarian and work with him to pass the standard process in one year. Menasha would **not** be able to take on our agent contract without our sanitarian here in De Pere as they only have one sanitarian themselves.

Brown County Public Health - would agree to form a consortium with the City of De Pere also for one of two options:

- a. For a finite period of time to supervise our sanitarian's work and work with him to pass standardization within a year.
- b. For however long it takes De Pere to secure a standard Registered Sanitarian up to one year at which time the agreement would be re-evaluated.

Neither agency would be able to take on our Weights and Measures program or our nuisance complaints.

In either of the above scenarios:

1. Our agent contract must be transferred to an agency with a standard. This also means they would be the fiscal agent for the licensing of establishments until which time we can take the contract back.
2. The cost to have either Menasha or Brown County for this work is still in negotiation dependent on whether our sanitarian continues in that role.

I have spoken to the health departments that have formed consortiums for their environmental services and have copies of their contracts to go by in developing one of our own. Our situation is a little different in that our goal is to bring the agent contract back to the City of De Pere as an independent agent when we can while theirs is to continue work as a consortium with one agency holding the agent contract and being the fiscal agent.

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

MEETING DATE: November 21, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #17-87, Authorizing Amendment to Agreement Regarding Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere (Part of Parcel WD-1138-1).

ATTACHMENTS:

- Reso17-87 (DOCX)
- And Beyond, LLC-Option Amendment 2017-138-004-15 (PDF)
- Exhibit 1-And Beyond, LLC Option Amendment 2017 (PDF)

RESOLUTION #17-87

AUTHORIZING AMENDMENT TO AGREEMENT REGARDING
OPTION TO PURCHASE CERTAIN PROPERTY BETWEEN
AND BEYOND, LLC AND THE CITY OF DE PERE
(Part of Parcel WD-1138-1)

WHEREAS, And Beyond, LLC currently owns an option to purchase real property located adjacent to its facility at 2249 American Boulevard, in the City's Southbridge Business Park, and wishes to amend the Option Agreement to allow temporary occupancy of the Option Parcel for purposes of motor vehicle parking; and

WHEREAS, the City wishes to promote such construction of a temporary gravel parking lot in accordance with the terms and conditions of the Amendment to Agreement Regarding Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere, attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Agreement Regarding Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso17-87 (6399 : Resolution #17-87, Authorizing And Beyond, LLC Option Amendment)

**AMENDMENT TO AGREEMENT REGARDING OPTION
TO PURCHASE CERTAIN PROPERTY BETWEEN AND BEYOND, LLC
AND THE CITY OF DE PERE
(Part of Parcel WD-1138-1)**

THIS AGREEMENT AMENDMENT is entered into this ____ day of _____, 2017, by and between And Beyond, LLC, a Wisconsin Limited Liability Company (“Developer”) and the City of De Pere, a Wisconsin municipal corporation (“City”).

WHEREAS, City and Developer (“the Parties”) are Parties to an Agreement Regarding an Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere , dated November 10, 2015 (“the Option Agreement”) concerning that part of Parcel WD-1138-1 as described in the Option Agreement (“the Option Parcel”); and

WHEREAS, the Parties wish to amend the Option Agreement to allow Developer to temporarily occupy part of the Option Parcel for purposes of motor vehicle parking in accordance with the terms and conditions of this Agreement Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, value, and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The Agreement Regarding an Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere, dated November 10, 2015, (“the Agreement”), is hereby amended by adding the following paragraphs to Section I:

E. Permission to Construct Temporary Gravel Parking Lot.

City grants Developer permission to construct a temporary parking lot (“Parking Lot”) upon the Option Parcel for purposes of vehicle parking for Developer’s employees, invitees and guests, upon the following terms and conditions:

1. The area of the Option Parcel to be disturbed by the construction and occupancy of the Parking Lot shall not exceed the area delineated by the blue dotted line on the attached Exhibit 1, which is approximately 24,000 s.f. (“the Authorized Area of Disturbance”).

2. Developer shall obtain all necessary permits and agency approvals required prior to commencement of construction of the Parking Lot.
3. Developer shall utilize all erosion control and stormwater detention methods as determined necessary by City.
4. Developer shall maintain the Authorized Area of Disturbance in good order and condition, including, without limitation, snow removal, litter and debris removal, and take such steps as necessary to minimize dust and other airborne particulate.
5. All vehicles shall be parked on the gravel surface and not on any other part of the Authorized Area of Disturbance.
6. Developer shall save and hold the City harmless from any and all injury that may occur to any party as the result of Developer's use of the Authorized Area of Disturbance. This provision is intended to indemnify and hold harmless the City to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Developer shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this Agreement amendment as as Exhibit 2.
7. No other use of the Authorized Area of Disturbance is permitted except that specifically approved in this Agreement Amendment.

F. Removal of Temporary Parking Lot

1. Unless Developer has earlier exercised its Option to Purchase the Option Parcel or received an extension of time from the City Common Council for use of the temporary parking facilities, Developer shall cease utilizing the temporary Parking Lot, remove all parking improvements thereon, and return the Authorized Area of Disturbance to the condition it was prior to Developer's occupancy thereof to City on or before August 1, 2018, on which date the city's permission for Developer to occupy the same shall cease.
2. Failure of Developer to remove the Parking Lot and restore the site to the satisfaction of the Director of Economic Development and Planning shall result in the City completing such removal and restoration, with the costs thereof placed upon the property at 2249 American Boulevard (Parcel WD-1372) as a special charge under Wis. Stats. §66.0627.

And Beyond, LLC
Amendment to Option to Purchase
Page 2 of 3

Should Developer exercise its Option to Purchase the Option Parcel prior to August 1, 2018, the terms and conditions of the Option Agreement shall apply. Provided Developer complies with such terms and conditions, removal of the temporary Parking Lot shall be completed in conjunction with the facility expansion site plan as approved by the city Plan Commission.

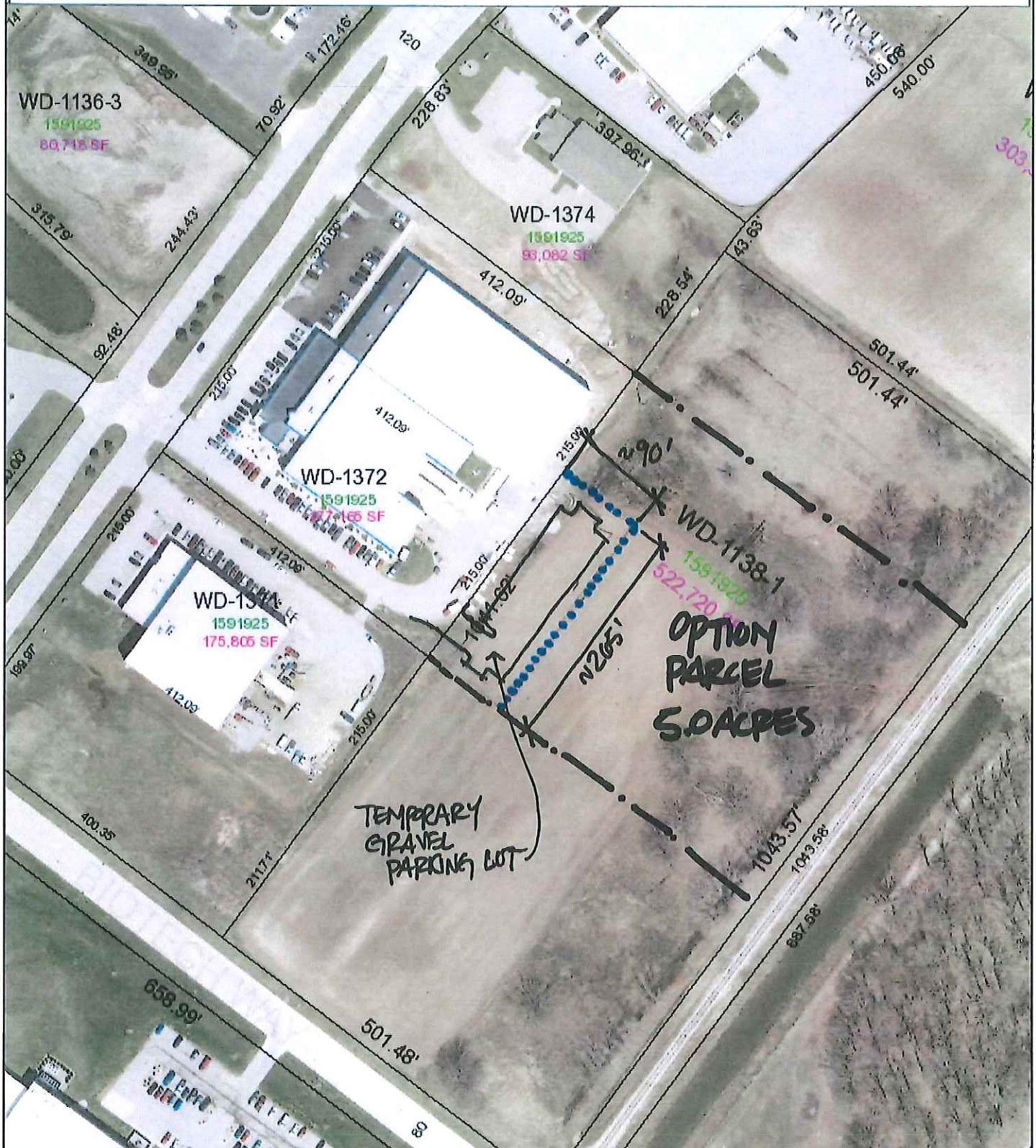
- IN WITNESS WHEREOF, the parties hereto have caused this Agreement Amendment to be executed as of the day and date first above written.

H:\azills\Agreements\2017\And Beyond, LLC-Option Amendment2017-138-004-15.docx

And Beyond, LLC
Amendment to Option to Purchase
Page 3 of 3

Infinity Machine - OPTION AMENDMENT 2017

Exhibit 1



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



11/13/2017

Scale 1 inch = 150.0 feet

Attachment: Exhibit 1-And Beyond, LLC Option Amendment 2017 (6399 : Resolution #17-87, Authorizing And Beyond, LLC Option Amendment)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 21, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #17-88, Authorizing Amendment to Agreement for Revaluation and Statutory Assessor Services (January 1, 2016 - December 31, 2018).

The Finance/Personnel Committee voted to recommend approval of this item at its November 14, 2017 meeting.

This Amendment will augment the services Accurate Appraisals provides under our current maintenance contract to include full valuation assessments for 2018. The cost of this additional service is \$19,800. Without the full valuation services, the cost of assessment maintenance services under the existing contract for 2018 is \$20,000.

ATTACHMENTS:

- Reso17-88 (DOCX)
- Accurate Amend add Full Valuation Services 2018 Draft (10-18-17) (PDF)
- Accurate Amend Exhibit 1 (PDF)

RESOLUTION #17-88

AUTHORIZING AMENDMENT TO AGREEMENT FOR
REVALUATION AND STATUTORY ASSESSOR SERVICES
(January 1, 2016 – December 31, 2018)

WHEREAS, the City and Accurate Appraisal, LLC are parties to an Agreement for Revaluation and Statutory Assessor services; and

WHEREAS, the City and Accurate Appraisal wish to amend the Agreement to include Full Value Maintenance services for the year 2018, as set forth in the Amendment attached hereto and incorporated by reference.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Agreement for Revaluation and Statutory Assessor Services, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**AMENDMENT TO AGREEMENT FOR REVALUATION
AND STATUTORY ASSESSMENT SERVICES
(January 1, 2016 – December 31, 2018)**

WHEREAS, the City of De Pere (“City”) and Accurate Appraisal, LLC (“Contractor”) (hereinafter “the Parties”) entered into the Agreement For Revaluation and Statutory Assessor Services (“the Agreement”) on January 6,, 2016, incorporated herein by reference; and

WHEREAS, the Parties wish to amend the Agreement to include Full Value Maintenance services for the year 2018, as described in the attached Exhibit 1; and

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

NOW, THEREFORE, upon the mutual promises and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. The Agreement is revised to cover Full Value Maintenance Services, Option A, which entail the services described in Exhibit 1, together with the De Pere Regular Maintenance Details outlined in Exhibit A to the Agreement.
2. The compensation for the Full Maintenance Services for 2018 shall be Thirty-Nine Thousand Eight Hundred and no/100 Dollars (\$39,800.00), which shall be paid to Contractor quarterly as set forth in paragraph II.B.2. of the Agreement.
3. All other terms and conditions of the Agreement remain in full effect and unchanged by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the _____ day of _____, 2017.

Accurate Appraisal, LLC

By:

Print Name: Lee T. De Groot

Title: Member

City of De Pere

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer



Our Process Values Your Assessments

Municipality: City of DePere

	Option A FVM No Walk	Option B FVM Limited Walks
Description of Service	Full Value with No Walk Throughs	Full Value Physical Inspection of new construction, sales, major permits over \$15,000
Yearly Cost	\$39,800	\$59,800
Term of Contract	4 Year	4 Year
Total Contract	\$159,200	\$239,200

Option A: A Full Value Maintenance is essentially an annual market revaluation to maintain 100% market value on all taxable property. We statistically breakdown the City by neighborhood and style of property – then analyze all sale properties to determine yearly statistical trends throughout the City. The regular maintenance portion is included in this contract price.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 21, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #17-89, Authorizing On-Site Services Agreement Between the City of De Pere and Bellin Memorial Hospital, Inc., d/b/a Occupational Health Solutions ("Bellin") (Worksite Health Services for City Employees and Spouses).

ATTACHMENTS:

- Reso17-89 (DOCX)
- 2017 Onsite Contract (11-6-2017) (PDF)

RESOLUTION #17-89

AUTHORIZING ON-SITE SERVICES AGREEMENT BETWEEN THE
CITY OF DE PERE AND BELLIN MEMORIAL HOSPITAL, INC.,
D/B/A OCCUPATIONAL HEALTH SOLUTIONS ("BELLIN")
(Worksite Health Services for City Employees and Spouses)

WHEREAS, the City is interested in purchasing worksite health coaching and nursing services from Bellin for the benefit of City employees and their spouses; and

WHEREAS, Bellin has available and offers to provide an on-site health coach/nurse in accordance with the terms and conditions of the On-Site Services Agreement attached hereto; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the On-Site Services Agreement Between the City of De Pere and Bellin Memorial Hospital, Inc., d/b/a Occupational Health Solutions ("Bellin"), attached and incorporated as Exhibit A, subject to such changes deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of November, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso17-89 (6427 : Resolution #17-89, Authorizing On-Site Services Agreement with Bellin)

bellinhealth

ON-SITE SERVICES AGREEMENT

This Agreement is entered into by and between Bellin Business Health Solutions, (“Bellin”), a division of Bellin Memorial Hospital, Inc. and **City of De Pere (“Client”) to be effective on December 1, 2017 (the “Effective Date”).**

1. **Scope of Services.** Client agrees to purchase, and Bellin agrees to provide, on-site medical services for the benefit of Client’s employees. These services include the services described in the “On-Site Service Addendum” attached hereto and incorporated into this Agreement by reference.

2. **Payment for Services.** Client agrees to pay Bellin for the services requested by Client according to this section. Those services highlighted in bold have been requested to be provided as of the Effective Date of this Agreement. Other services, as listed in below or in the Addendum may be requested at any time during the term of the Agreement.

a. Bellin shall bill for all services furnished under this Agreement on an hourly basis, according to the Discipline Price Structure set forth below (“On-Site Services Fee”):

- | | |
|--|---|
| 1.) Health Technician / Medical Assistant /LPN | \$35.00 per hour (min of 1 hr per visit) |
| 2.) Fitness Expert: | \$55.00 per hour (min 1 hr) |
| 3.) Health Nurse: | \$50.00 per hour (min 3 hrs per visit) |
| 4.) Therapist/Ergonomics Specialist: | \$92.00 per hour (min 3 hrs per visit) |
| 5.) Occupational Health Mid-Level Provider: | \$80.00per hour (min 2 hrs per visit) |
| 6.) Occupational Health Physician: | \$216.00 per hour (min 2 hrs per visit) |
| 7.) Bellin Medical Group Mid-Level Provider: | \$80.00 per hour (min 2 hrs per visit) |
| 8.) Bellin Medical Group Physician: | \$130.00 per hour (min 2 hrs per visit) |

Strep Tests are included in the On-Site Services Fee and will not incur an additional charge.

b. Fully Insured - Workers compensation visits for physician and mid-level services will be recorded as 15 minute visits and subtracted from the on-site hourly rate. (For example, if the provider is on site for 2 hours and sees 3 workers compensation patients Bellin will bill 15 minutes each for the 3 workers compensation patients and will bill the client for 1 hour and 15 minutes at the provider’s hourly rate.)

Self-Insured – Workers compensation visits will be billed at the hourly rate.

c. Fully Insured - Workers compensation visits for therapy services will be reported as the amount of the time spent with the patient subtracted from the total number of on-site hours. (For example, if a Bellin therapist is on site for 3 hours and sees 1 workers compensation patient which

took 45 minutes, Bellin will bill 45 minutes for the workers compensation session, and will bill the client 2 hours and 15 minutes at the therapist's hourly rate.)

Self-Insured – Workers compensation visits will be billed at the hourly rate.

d. Bellin will invoice Client's worker compensation administrator/insurer for all workers compensation-related services at Bellin's then-current standard rates for professional services (without regard to the price structure set forth herein). If the services are deemed not to be for a workers compensation related matter, then Client shall reimburse Bellin according to the standard billing rates and procedures.

e. The On-Site Services Fee shall remain unchanged throughout the Initial Term of the Agreement (as defined below). Beginning in any Renewal Term of the Agreement (as defined below), the On-Site Services Fee shall be subject to increase upon sixty (60) days prior, written notice to Client. All invoices shall be paid by Client within 30 days of the invoice date. Client shall be responsible for all costs of collection, including reasonable attorneys' fees and costs, provided Bellin is the prevailing party in any litigation.

3. **Term of Agreement.**

a. This Agreement shall be for a term of one (1) year beginning on the Effective Date and continuing until the first anniversary thereof ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one year periods ("Renewal Term", and together with the "Initial Term", the "Term" of the Agreement) unless terminated by either party by giving written notice of termination at least sixty (60) days prior to the end of the Initial Term or the then current Renewal Term. The above notwithstanding, either party may terminate this Agreement at any time, with or without cause, by providing sixty (60) days prior, written notice to the other party.

b. In the event that either party fails to perform a material term of this Agreement (other than non-payment by Client, which is provided for below), the non-breaching party shall provide the breaching party with written notice of the breach and the breaching party shall have ten days to cure the breach. In the event the breaching party fails to cure the breach within the ten day period, the non-breaching party shall have the right to immediately terminate this Agreement upon written notice.

4. **Miscellaneous.**

a. Bellin agrees to provide personnel who are qualified, competent, and licensed, certified or registered, if required in the State of Wisconsin, and as appropriate, to furnish services hereunder. Bellin further agrees to furnish Client with a monthly summary of services provided. Except for those items to be provided by Client pursuant to Section 4(b) below, Bellin agrees to provide, at its expense, all equipment and supplies required to furnish services hereunder, which equipment and supplies shall remain Bellin's personal property and returned to Bellin upon termination or expiration of the Agreement.

b. Client agrees to provide, at no cost to Bellin, consistent, private clinical setting type space (at least for the duration of consultations or treatments), equipment and supplies for Bellin's staff performing services under this Agreement, which shall include, at a minimum, an adequate writing surface; two functional chairs; reliable, secure and timely internet connection; and access to a telephone, sink and running water. Additional equipment and supplies may be provided by Client at

Bellin's request, if necessary for Bellin to perform the services under this Agreement, and if agreed to by Client.

c. Bellin agrees to provide 50 weeks of staffing coverage per year unless otherwise indicated and agreed to by both parties.

d. Client agrees not to recruit or hire any Bellin employee involved in providing services under this Agreement for the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement, unless such employee is hired pursuant to a public recruitment.

e. No relationship of employer or employee is created by this Agreement, it being understood that this Agreement will not change the employment relationships of the parties and their respective employees. The parties to this Agreement will act as independent contractors, and no party shall have or exercise any control or direction over the methods by which the other party's employees perform their work and functions.

f. This Agreement, including all Addendums, sets forth the entire agreement and understanding between Bellin and Client with respect to the subject matter hereof, and supersedes all previous oral or written communications, representations, or agreements between the parties concerning the subject matter. This Agreement may not be amended except by a written instrument signed or acknowledged by both Parties. The services covered by this Agreement are in addition to any other services or agreements entered into between the parties for unrelated services.

g. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin. Any disputes arising under this Agreement shall be exclusively venued in the circuit court for Brown County, Wisconsin.

h. Except as expressly provided herein, neither party may assign, transfer, delegate, or subcontract, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Bellin's use of agents and subcontractors shall not be deemed a violation of this Agreement, provided written notice of such is provided to Client in advance.

i. Each party agrees to indemnify and hold harmless the other party from and against any and all claims, demands, and expenses (including, but not limited to, expenses of investigation, settlement, litigation, and attorneys fees) arising out of or resulting from negligence or willful misconduct of the indemnifying party. This obligation shall survive the termination or expiration of this Agreement. Nothing contained herein is intended to waive or estop Client or its insurer to rely upon the limitations, defense, immunities contained within Wisconsin Statutes §893.80. To the extent that indemnification is available and enforceable, the Client or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Statutes §893.80.

j. Bellin agrees to maintain Commercial General Liability insurance, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and Professional Liability Insurance, with limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate, covering the acts or omissions of Bellin employees providing professional services under this Agreement. Bellin shall provide the City with a certificate of insurance outlining the above coverage and naming the City as an additional insured thereunder for purposes of this Agreement.

k. Both parties agree to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations that may apply to them and ensure appropriate safeguards for the protection of medical information as set forth in those regulations.

IN WITNESS WHEREOF, the parties pledge their faithful performance of this Agreement.

BELLIN MEMORIAL HOSPITAL, INC.
d/b/a Bellin Occupational Health Solutions

CITY OF DE PERE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Onsite Services Addendum – for Onsite Nurse

CLINICAL	Nurse
Blood pressure monitoring and body fat (BMI) composition	x
Immunizations/Vaccinations such as flu, tetanus, pneumonia and TB skin test	
Treat and prescribe (based on Bellin Medical Group protocol) for strep throat, head lice, cold sores, pink eye and swimmer ear	x
Basic care for earaches, sinus infections, flu or cold symptoms and more including worksite testing such as blood sugar (Basic care is providing an assessment, providing options for self-care or referral if necessary)	x
Pain and injury consultation	x
Information on age-appropriate screenings and tests	x
Cryotherapy; “cold therapy” or use of ice or cold packs applied to a part of the body after an injury to reduce inflammation	x
Kinesiology; taping that can benefit a wide variety of musculoskeletal and injuries, plus inflammatory conditions	x
CPR and First Aid training	x
HEALTH COACHING	
Understand and improve your HA results	x
Improve nutritional choices	x
Incorporate movement into your lifestyle	x
Weight Loss	x
Learn and use stress reduction techniques	x
Manage chronic diseases (like high blood pressure, diabetes or tobacco addiction)	x

On-Site Service Addendum

EDUCATION	Doctor	Mid-Level	Rehab	Specialized Training	Nurse	Tech/M A	Medical Director
General Topics	x	x	x		x	x	x
Ergo/Back/Body Mech			x				
1 st Aide					x		
CPR						x	
Blood Born Pathogen					x		
Women's Health	x	x	x	x	x		
OSHA Topics	x						x
Wellness (General)					x	x	
Stress					x		
Nutrition					x		
Nutrition (Dietician)				x			
Fitness (General)				x	x		
Fitness				x			
Smoking Cessation				x	x		
Weight Mgmt				x	x		
PREVENTION							
Pre-place Physical Exam	x	x					
Personal Fitness Training						x	
HRA Follow Up					x		
Drug/Alcohol Screening						x	
BP Monitoring					x	x	
Audiogram						x	
Pulmonary Function Test						x	
Respirator Fit Test						x	
Ergo Program Devel			x				
Vaccinations/Immunize					x	x	
Post offer Funct Assess			x				
Ergo/Eval/Survey			x				
General Medical Counsel	x	x			x		x
Company Walk Through	x	x	x		x	x	x
Med. Policy Review	x						x
Surveillance Physicals	x	x					
Fitness Center Set up/Staff						x	
Fitness Stretching						x	
Pre-Work Stretch Routine			x			x	
TB Skin Test					x	x	
TREATMENT							
Work Injury	x	x	x				x

Evaluation							
Work Injury Triage/Protocol			x	x			
Work Injury Treatment	x	x	x	x			x
Work Related Determine	x	x					x
Physical Therapy			x				
Occupational Therapy			x				
Sick Call (Gen Medical)	x	x					x
Sick Call Triage/Protocol				x			
General Medical f/u care	x						x
Accident Investigation				x			x
RTW/RECORD KEEPING							
Fit for Duty Exam	x	x					x
Functional Capacity Eval			x				
Physical Job Descriptions			x				
Transition to Gen Fitness						x	
Transitional Duty Program			x	x			
Restriction Interpretation			x	x			
Medical Case Review	x						x
Substance Abuse Flw-Up				x			
Work Hardening			x				
Work Comp Case Mgmt				x			
ASAP Return to Work			x				
RTW Policy Devel	x						x
OSHA 300 Log Keeping				x			
W Trend Analysis				x			
Work Injury Claims Review							x
Accommodation Recommendations							x
Review STD & LTD Claims							x
FMLA case review							x

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

MEETING DATE: November 21, 2017

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #17-90, Authorizing Agreement with Schenck, S.C.
(Sewer Utility Rate Study).

ATTACHMENTS:

- Reso17-90 (DOCX)
- Sewer Rate Study Memo-November 7 2017 (DOC)
- 201711080750 Proposal (PDF)
- 201711080749 Draft Budget (PDF)

RESOLUTION #17-90

AUTHORIZING AGREEMENT WITH SCHENCK, S.C.
(SEWER UTILITY RATE STUDY)

WHEREAS, the City wishes to retain the services of a certified public accounting firm to prepare and present a sewer utility rate study; and

WHEREAS, Schenck, S.C. has available and offers to provide personnel necessary to accomplish the required sewer utility rate study services within the required time frame; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached engagement letter with Schenck, S.C. for a sewer utility rate study.

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 21st day of November, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

To: Honorable Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Joe Zegers, Finance Director
RE: Consideration of Bid from Schenck SC for Sewer Utility Rate Study
Date: November 7, 2017

NEW Water (formerly known as the Green Bay Metropolitan Sewerage District) just completed their preliminary draft 2018 budget. I have included their schedule of budget dates and events as well as their rate comparisons from 2017 to 2018 from their preliminary draft document. NEW Water plans to formally adopt their budget on December 6th. Since we now have their preliminary draft of the 2018 budget, we can now proceed to include this in our 2018 Sewer Rate Study. In prior years we have retained our auditing firm Schenck SC to prepare the sewer rate study because of their expertise and familiarity with both the City's and NEW Water's operations and their fees appear lower than other firms that have bid in the past. I have attached Schenck's bid for your consideration and review and it should also be noted that their cost of \$5,500 to \$6,400 is \$100-\$200 more than the last two year's bid amounts of \$5,400 to \$6,200.

We are expecting them to start preparing their report during the second half of November and present it to the Public Works Committee on December 11th, 2017. With this timeline we can fully implement the new rates for the general City customers quarterly billed for the 1st quarter at the end of March 2018 and for our monthly industrial customers for their January 2018 billing. I would ask you to approve the attached so we can timely proceed with determining and implementing the 2018 sewer rate structure.

If you have any questions feel free to contact me prior to the meeting.



November 3, 2017

Joe Zegers, Finance Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

Dear Joe:

In accordance with your request, outlined below is a proposal to provide assistance to the City of De Pere in regard to cash flows and user charges of the wastewater collection utility enterprise fund.

Engagement Scope and Objectives

The scope of our engagement will be to prepare an analysis of current operating costs, capital expenditures, debt service payments and the present customer rate structure. As part of the analysis, we will project future cash inflows and outflows of the wastewater collection utility and provide recommendations for rate changes. We will also present our report and rate recommendations to the Public Works Committee and the City Council. Specifically, we will complete the following:

- Allocate costs of the wastewater utility between fixed and variable; including determining all costs applicable to treatment of high strength dischargers
- Assist the City in determining future capital expenditures of the wastewater utility including proposed methods of financing and rate recovery
- Preparation of a projection of wastewater utility operating cash flows
- Preparation of a recommendation for wastewater user charges, including understanding the rate methodology used by the Green Bay Metropolitan Sewerage District and the District's 2018 approved budget

Fees

The assistance will be provided by experienced Schenck Government & Not-for-Profit staff. It is expected that David Maccoux, Scott Sternhagen and Kyle Pockat will provide the majority of the hours in regard to this proposal. Dave has over 20 years of experience in consulting and auditing of Wisconsin utility operations. Scott Sternhagen completes utility rate analyzes for many utilities each year. Fees for services will be based on the number of hours worked at our standard rates. We estimate the cost of the proposed services will range from \$5,500 to \$6,400.

Acceptance

If the foregoing is acceptable to you, please return a signed copy of this proposal to me to confirm the engagement. We appreciate the opportunity to present our proposal for your consideration.

Sincerely,

David Maccoux, CPA

RESPONSE:

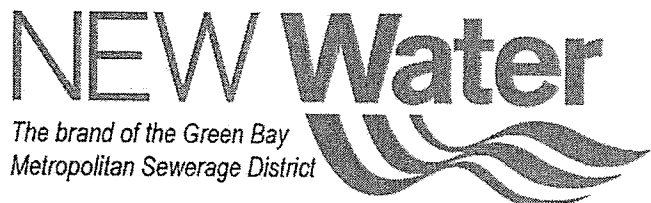
This letter correctly sets forth the understanding of the City of De Pere.

Signature

Title

Date

2018 Draft Budget August 23, 2017



NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2018 Budget - First Budget Workshop - August 23, 2017
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Summary of Revenues and Expenses Legends

NEW Water
 GREEN BAY METROPOLITAN SEWERAGE DISTRICT
 2018 Budget - First Budget Workshop - August 23, 2017
 DATES AND EVENTS

Thursday, July 27, 2017	First Discussion of 2018 Budget with Commission
August 2017	2018 Budget Meeting with Customers
Wednesday, August 23, 2017	2018 Budget First Budget Workshop and 2018 Tax Abatement Schedule
September 2017	2018 Budget Meeting with Customers
Wednesday, September 27, 2017	Second Budget Workshop
September & October 2017	Elected Officials Board Meetings
Wednesday, October 25, 2017	2018 Budget Third Budget Workshop as needed
Wednesday, December 6, 2017	2018 Budget Public Hearing and Adoption
Thursday, December 7, 2017	2018 Adopted Budget Distributed to Customers

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Municipal Rate Comparison

Parameter	2017 COS Rate (FRF Adjusted)	2018 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.72126	\$0.74475
Biochemical Oxygen Demand (LBS)	\$0.41913	\$0.34628
Suspended Solids (LBS)	\$0.36651	\$0.28116
Phosphorus (LBS)	\$0.58901	\$0.75652
Total Kjeldahl Nitrogen (LBS)	\$0.76448	\$0.68979
Fixed Charge	\$0.78834	\$0.89812
Total Combined Rate (1,000 GALS)	\$3.19780	\$3.05279

Procter & Gamble Rate Comparison

Parameter	2017 COS Rate (FRF Adjusted)	2018 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.58553	\$0.53420
Biochemical Oxygen Demand (LBS)	\$0.26840	\$0.25789
Suspended Solids (LBS)	\$0.20301	\$0.18371
Phosphorus (LBS)	\$0.43617	\$0.38906
Total Kjeldahl Nitrogen (LBS)	\$0.64142	\$0.49819

Fox River Fiber Rate Comparison - Excluding Fixed Charge

Parameter	2017 COS Rate (FRF Adjusted)	2018 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.53436	\$0.49507
Biochemical Oxygen Demand (LBS)	\$0.40685	\$0.33250
Suspended Solids (LBS)	\$0.35735	\$0.27071
Phosphorus (LBS)	\$0.56875	\$0.72371
Total Kjeldahl Nitrogen (LBS)	\$0.73482	\$0.65949

Note: The Fixed Charge to be billed by City of De Pere.

Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Summary of Revenues and Expenses

15.d

	2016 Budget	% of Overall Expenses	Projected 2016 Year-End	2016 Actual	2017 Budget	% of Overall Expenses	2018 Budget Preliminary	% of Overall Expenses	2018 Budget Favorable/ (Unfavorable) Variance	% Variance
Revenues										
Municipal User Fees	\$32,499,871	85.4%	\$ 33,768,234	\$ 33,927,996	\$ 33,599,315	85.9%	\$ 34,098,086	85.7%	\$ 498,771	1.5%
Mill User Fees	1,268,082	3.3%	1,214,723	1,275,812	1,360,778	3.5%	1,436,614	3.6%	75,836	5.6%
Mill Direct Charges	110,809	0.3%	151,080	140,042	233,462	0.6%	105,325	0.3%	(128,137)	-54.9%
Mill Capital Charges	1,232,508	3.2%	1,232,508	1,232,508	1,044,650	2.7%	1,037,677	2.6%	(6,973)	-0.7%
General Reserve Interest	4,447	0.0%	17,921	13,921	4,682	0.0%	2,175	0.0%	(2,507)	-53.5%
Other Revenues	844,152	2.2%	871,041	843,887	769,457	2.0%	767,024	1.9%	(2,433)	-0.3%
	\$35,959,870	94.5%	\$ 37,256,507	\$ 37,434,167	\$ 37,012,344	94.6%	\$ 37,446,901	94.1%	\$ 434,557	1.2%
DEBT and ICR Reserve Transfers	2,107,863	5.5%	2,107,863	2,107,863	2,095,257	5.4%	2,334,123	5.9%	238,866	11.4%
Transfer From Rate Stabilization Fund	-	0.0%	-	-	-	-	-	-	-	0.0%
General Fund Transfers	-	0.0%	(2,419,354)	(1,955,128)	-	-	-	-	-	0.0%
	\$ 2,107,862	5.54%	\$ (311,491)	\$ 152,735	\$ 2,095,257	5.36%	\$ 2,334,123	5.87%	\$ 238,866	11.4%
Total Revenues	\$ 38,067,732	100.0%	\$ 36,944,016	\$ 37,586,902	\$ 39,107,601	100.0%	\$ 39,781,024	100.0%	\$ 673,423	1.7%
Expenses										
Salaries & Benefits	\$ 9,739,319	25.58%	\$ 9,656,426	\$ 10,303,254	\$ 10,236,902	26.2%	\$ 10,553,231	26.5%	\$ (316,329)	-3.1%
Power	2,396,434	6.30%	2,336,381	2,322,538	2,409,473	6.1%	1,710,448	4.3%	699,025	29.0%
Contracted Services	2,372,322	6.23%	2,230,612	2,111,795	2,788,143	7.0%	3,555,317	8.9%	(767,174)	-27.5%
Maintenance & Repairs	1,580,896	4.15%	1,532,967	1,561,665	1,582,415	4.0%	1,922,737	4.8%	(340,322)	-21.5%
Chemicals	564,123	1.48%	525,546	557,429	548,890	1.4%	1,044,435	2.6%	(495,545)	-90.3%
Natural Gas & Fuel Oil	1,079,183	2.83%	932,894	908,605	961,931	2.4%	551,117	1.4%	410,814	42.7%
Solid Waste Disposal	256,315	0.67%	168,846	173,739	211,325	0.5%	156,677	0.4%	54,648	25.9%
Interceptor System (1)	514,560	1.35%	424,375	428,684	652,855	1.6%	1,290,490	3.2%	(637,635)	-97.7%
Office & Administrative	476,555	1.25%	542,501	451,045	529,641	1.3%	620,611	1.6%	(90,970)	-17.2%
Insurance	202,995	0.53%	225,666	232,200	237,593	0.6%	250,375	0.6%	(12,782)	-5.4%
Supplies	130,626	0.34%	184,603	189,145	149,838	0.4%	191,078	0.5%	(41,240)	-27.5%
Employee Training & Development	123,078	0.32%	115,815	114,624	152,673	0.4%	171,349	0.4%	(18,676)	-12.2%
Travel and Meetings	71,343	0.19%	65,768	61,578	80,868	0.2%	77,720	0.2%	3,148	3.9%
DNR Environmental Fees	145,000	0.38%	143,118	143,118	146,000	0.4%	136,000	0.3%	10,000	6.8%
Total O & M Expenses	19,652,749	51.63%	\$ 19,085,518	\$ 19,569,418	\$ 20,688,547	52.5%	22,231,585	55.9%	(1,543,038)	-7.5%
Debt Service (2)	\$ 10,993,983	28.9%	\$ 10,993,983	\$ 10,993,983	\$ 16,457,706	42.1%	15,253,439	38.3%	\$ 1,204,267	7.3%
Annual Capital	1,971,000	5.2%	1,414,515	1,583,501	1,961,348	5.0%	2,296,000	5.8%	(334,652)	-17.1%
R2E2 Construction (Rate Stabilization)	5,450,000	14.3%	5,450,000	5,450,000	-	0.0%	-	0.0%	-	0.0%
Total Debt Service, Annual Capital & Rate Stabilization	\$ 18,414,983	48.4%	\$ 17,858,498	\$ 18,027,484	\$ 18,419,054	47.1%	\$ 17,549,439	44.1%	\$ 869,615	4.7%
Total Expenses	\$ 38,067,732	100.0%	\$ 36,944,016	\$ 37,586,902	\$ 39,107,601	98.7%	\$ 39,781,024	100.0%	\$ (673,423)	-1.7%

Notes:

- (1) Interceptor System includes all expenses related to Interceptors, Meter and Lift Stations, including chemicals, power, phones, pretreatment program, and water.
(2) Debt Service for 2018 reflects collection and payments for 2019 Debt Payments.

Attachment: 201711080749 Draft Budget (6432 : Resolution #17-90, Authorizing Agreement with Schenck,

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Flow and Load Projections - with FRF Adjustment

		1,000 gal	1,000 gal	VOLUME		BOD		TSS		PHOS		TKN		65.0% Fixed Charge		
	I/I	Gallons	Total	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Allocation	Amount	% of Bill	Total Amount
City of Green Bay	0	4,900,000	4,900,000	\$3,650,070	7,908,168	\$2,738,709	7,045,361	\$1,980,948	187,671	\$141,986	1,401,479	\$966,855	43.17%	\$4,924,434	34.19%	\$14,403,001
City of De Pere	0	1,325,000	1,325,000	987,009	3,685,004	1,276,168	2,277,122	640,260	26,966	20,402	269,101	185,648	11.90%	1,357,102	30.38%	4,466,588
Fox River Fiber	0	310,000	310,000	153,471	1,138,072	378,411	700,072	189,519	20,232	14,642	204,572	134,913	4.85%	553,538	38.86%	1,424,494
Village of Allouez	0	738,000	738,000	549,745	706,269	244,591	992,515	279,066	21,085	15,952	153,233	105,713	5.18%	590,945	33.09%	1,786,012
Village of Ashwaubenon	0	1,432,500	1,432,500	1,067,087	2,081,630	720,897	2,480,799	697,528	55,612	42,074	299,917	206,907	12.18%	1,389,619	33.69%	4,124,112
Village of Bellevue	0	635,000	635,000	473,019	812,282	281,305	840,005	236,185	22,672	17,153	174,318	120,259	5.16%	588,084	34.27%	1,716,005
Village of Hobart	0	182,000	182,000	135,574	272,027	94,207	342,932	96,422	7,643	5,782	62,144	42,872	1.77%	201,679	34.98%	576,536
Village of Howard	0	870,000	870,000	648,074	773,692	267,940	1,753,448	493,018	24,567	18,587	307,043	211,823	7.48%	853,813	34.24%	2,493,254
Village of Luxemburg	0	170,000	170,000	126,635	47,780	16,547	45,104	12,682	1,988	1,504	17,342	11,964	0.61%	69,429	29.08%	238,761
Village of Pufaski	0	195,000	195,000	145,258	40,940	14,178	50,688	14,252	8,772	6,637	46,128	31,823	1.17%	133,178	38.57%	345,325
Village of Suamico	0	192,000	192,000	143,023	392,833	136,044	440,253	123,786	10,453	7,908	64,151	44,257	2.18%	248,216	35.30%	703,234
Town of Ledgeview Sanitary District #2	0	167,000	167,000	124,400	224,608	77,785	256,715	72,181	7,537	5,702	57,994	40,009	1.56%	178,213	35.76%	498,290
Town of Lawrence - Utility District	0	102,000	102,000	75,981	197,548	68,414	314,205	88,345	5,743	4,345	44,042	30,384	1.31%	149,025	35.78%	416,493
Pittsfield Sanitary District	0	12,600	12,600	9,386	15,690	5,434	24,831	6,982	467	353	3,594	2,479	0.11%	12,852	34.29%	37,486
Town of Scott Sanitary District #1	0	57,500	57,500	42,832	71,260	24,678	112,776	31,709	2,119	1,603	16,324	11,262	0.51%	58,416	34.26%	170,501
Dyckesville Sanitary District	0	29,000	29,000	21,602	35,412	12,264	56,043	15,758	1,053	797	8,112	5,596	0.26%	29,115	34.20%	85,131
New Franken Sanitary District	0	14,784	14,784	11,013	18,414	6,377	29,142	8,194	548	415	4,218	2,910	0.13%	15,083	34.29%	43,991
Royal Scott Sanitary District	0	29,000	29,000	21,602	35,182	12,184	61,570	17,312	1,136	859	8,552	5,900	0.27%	30,576	34.58%	88,433
Bayshore Sanitary District	0	22,250	22,250	16,574	29,419	10,188	46,559	13,091	875	662	6,739	4,649	0.21%	23,819	34.53%	68,984
Hauled Waste	0	31,090	31,090	47,230	311,500	155,896	425,000	161,397	6,965	6,214	49,000	40,714	0.00%	-	0.00%	411,452
Total Municipal	0	11,414,724	11,414,724	\$8,449,588	18,797,730	\$6,542,216	18,295,140	\$5,178,633	414,104	\$313,577	3,198,003	\$2,206,937	100%	\$11,407,136		\$34,098,086
Procter & Gamble	0	1,550,000	1,550,000	\$903,939	500,000	\$144,471	1,600,000	\$358,307	2,000	\$1,392	45,000	\$28,505	0.00%	\$-		\$1,436,614
Fox River Fiber-Direct Bill	0	0	0	-	0	-	0	-	0	-	0	-	0.00%	-		-
Total Mill	0	1,550,000	1,550,000	\$903,939	500,000	\$144,471	1,600,000	\$358,307	2,000	\$1,392	45,000	\$28,505	0%	\$-		\$1,436,614
Grand Total																
Units	0	12,964,724	12,964,724		19,297,730		19,895,140		416,104		3,243,003					
Costs				\$9,353,527		\$6,686,687		\$5,536,940		\$314,969		\$2,235,442	0%	\$11,407,136		\$35,534,700

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
User Fees by Source

	2018 Budget	2017 Budget	2016 Actual	2015 Actual	2014 Actual
City of Green Bay	\$14,403,001	\$13,663,407	\$13,827,312	\$12,487,909	\$11,665,027
City of De Pere	4,466,588	4,962,153	5,037,348	4,977,851	5,936,369
Fox River Fiber *	1,424,494	1,585,824	1,084,874	1,391,549	N/A
Village of Allouez	1,786,012	1,856,262	1,749,897	1,707,690	1,680,020
Village of Ashwaubenon	4,124,112	4,059,492	3,977,249	3,739,334	3,550,124
Village of Bellevue	1,716,005	1,699,626	1,593,290	1,637,450	1,508,969
Village of Hobart	576,536	470,722	459,957	383,540	317,342
Village of Howard	2,493,254	2,366,053	2,408,423	1,992,062	1,953,137
Village of Luxemburg	238,761	213,126	174,364	159,572	202,835
Village of Pulaski	345,325	328,416	317,468	281,687	299,117
Village of Suamico	703,234	710,252	669,926	668,187	641,215
Town of Ledgeview Sanitary District #2	498,290	480,081	469,136	565,832	522,144
Town of Lawrence - Utility District	416,493	359,804	374,940	311,614	295,328
Pittsfield Sanitary District	37,486	37,351	38,741	39,288	35,568
Town of Scott Sanitary District #1	170,501	170,733	178,443	181,977	198,283
Dyckesville Sanitary District	85,131	85,251	87,100	67,928	69,362
New Franken Sanitary District	43,991	43,353	45,153	46,422	43,026
Royal Scott Sanitary District	88,433	81,494	84,184	75,002	89,538
Bayshore Sanitary District	68,984	70,618	70,015	54,530	58,437
Hauled Waste **	411,452	355,296	1,280,178	2,485,872	1,970,099
Total Municipal	\$34,098,086	\$33,599,315	\$33,927,998	\$33,255,295	\$31,035,940
Procter & Gamble	1,436,614	1,360,778	1,275,813	1,149,433	1,249,018
Total Mill	\$1,436,614	\$1,360,778	\$1,275,813	\$1,149,433	\$1,249,018
Total User Fees	\$35,534,700	\$34,960,093	\$35,203,811	\$34,404,729	\$32,284,958

* Fox River Fiber Units and Cost were included in 2014 Budget and prior with City of De Pere.

** Hauled Waste for 2014, 2015, & 2016 was significantly higher due to a special projects with the Three Cheese Facilities.

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Municipal Cost of Service

	<u>Total</u>	<u>VOLUME</u> 1,000 gal	<u>BOD</u> pounds	<u>TSS</u> pounds	<u>PHOS</u> pounds	<u>TKN</u> pounds	<u>Fixed Charge</u> N/A
Unit Value Units (2)		11,383,634	18,486,230	17,870,140	407,139	3,149,003	11,383,634
Cost of Service Municipal							
Operating Cost	\$ 19,664,802	\$ 8,044,548	\$ 5,340,895	\$ 4,001,510	\$ 283,276	\$ 1,994,573	\$ -
Pretreatment Cost Allocation	219,001	0	107,639	71,821	4,718	34,823	0
Capital Cost (2)	5,415,643	344,546	289,724	186,135	5,423	114,383	4,475,431
Solids Project	8,387,937	13,474	648,322	757,940	13,958	22,539	6,931,704
Total Cost	\$ 33,687,383	\$ 8,402,568	\$ 6,386,580	\$ 5,017,406	\$ 307,375	\$ 2,166,318	\$ 11,407,136
Unit Operating Cost		\$0.70668	\$0.29473	\$0.22794	\$0.70736	\$0.64446	\$0.00000
Unit Capital Cost		\$0.03145	\$0.05074	\$0.05283	\$0.04760	\$0.04348	\$0.89812
Unit Combined Cost (1)	\$3.04325	\$0.73813	\$0.34548	\$0.28077	\$0.75496	\$0.68794	\$0.89812
Fox River Fiber (FRF) Adjustment (3)	\$0.00953	\$0.00662	\$0.00080	\$0.00039	\$0.00155	\$0.00185	\$0.00000
Adjusted Unit Combined Cost	\$3.05279	\$0.74475	\$0.34628	\$0.28116	\$0.75652	\$0.68979	\$0.89812

(1) Combined rate based on a standard parts/million.

(2) Excludes Hauled Waste flows and loads.

(3) FRF Adjustment removes interceptor costs.

GBMSD MUNICIPAL BUDGET RATE HISTORY	UNIT COMBINED COST (1)	VOLUME	BOD	SS	PHOS	TKN	Fixed Charge
2017	\$3.19780	\$0.72126	\$0.41913	\$0.36651	\$0.58901	\$0.76448	\$0.78834
2016	\$3.07421	\$0.79357	\$0.43068	\$0.41292	\$0.60597	\$0.64043	\$0.54580
2015	\$2.89731	\$0.80448	\$0.39331	\$0.34822	\$0.56768	\$0.65358	\$0.52659
2014	\$2.63618	\$0.76333	\$0.33466	\$0.29867	\$0.62124	\$0.68741	\$0.46763

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Hauled Waste Cost of Service

	<u>Total</u>	<u>VOLUME</u> 1,000 gal	<u>BOD</u> pounds	<u>TSS</u> pounds	<u>PHOS</u> pounds	<u>TKN</u> pounds	<u>Fixed Charge</u> N/A
Unit Value							
Units		31,090	311,500	425,000	6,965	49,000	0
Cost of Service							
Operating Cost	\$243,037	\$21,971	\$90,005	\$95,175	\$4,846	\$31,039	\$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	65,782	24,106	20,271	13,023	379	8,003	0
Solids Project	101,885	943	45,360	53,029	977	1,577	0
Direct Charges	0	0	0	0	0	0	0
FRF Adjustment	748	211	260	170	11	95	0
Total Cost	\$411,452	\$47,230	\$155,896	\$161,397	\$6,214	\$40,714	\$0

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Procter & Gamble Cost of Service

<u>Unit Value</u>	<u>Total</u>	<u>VOLUME</u> 1,000 gal	<u>BOD</u> pounds	<u>TSS</u> pounds	<u>PHOS</u> pounds	<u>TKN</u> pounds	<u>Capital Charge</u> N/A
Units		1,550,000	500,000	1,600,000	2,000	45,000	1,550,000
Cost of Service							
Operating Cost	\$1,436,614	\$903,939	\$144,471	\$358,307	\$1,392	\$28,505	\$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	379,586	0	0	0	0	0	379,586
Solids Project	658,090	0	0	0	0	0	658,090
Direct Charges	64,111	0	0	0	0	0	0
Total Cost	\$2,538,402	\$903,939	\$144,471	\$358,307	\$1,392	\$28,505	\$1,037,677
Unit Cost		\$0.58319	\$0.28894	\$0.22394	\$0.69583	\$0.63345	\$0.00000
Unit Capital Cost		\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.669
Unit Combined Cost		\$0.583	\$0.289	\$0.224	\$0.696	\$0.633	\$0.669

<u>BUDGET RATE HISTORY</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>
2017	\$0.58553	\$0.26840	\$0.20301	\$0.43617	\$0.64104
2016	\$0.05342	\$0.25789	\$0.18371	\$0.38906	\$0.49819
2015	\$0.52549	\$0.26270	\$0.19420	\$0.40750	\$0.50956
2014	\$0.51836	\$0.24896	\$0.19362	\$0.50636	\$0.56970

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Fox River Fiber Cost of Service

	<u>Total</u>	<u>VOLUME</u> 1,000 gal	<u>BOD</u> pounds	<u>TSS</u> pounds	<u>PHOS</u> pounds	<u>TKN</u> pounds	<u>Fixed Charge</u> N/A
Unit Value							
Units		310,000	1,138,072	700,072	20,232	204,572	-
Total Municipal Units		11,383,634	18,486,230	17,870,140	407,139	3,149,003	-
Cost of Service							
Operating Cost	\$ 848,286	\$ 219,070	\$ 328,803	\$ 156,761	\$ 14,077	\$ 129,576	\$ -
Pretreatment Cost Allocation	11,937	-	6,627	2,814	234	2,262	-
Capital Cost	667,880	9,750	57,749	36,985	963	8,895	553,538
Solids Project	-	-	-	-	-	-	-
Subtotal Cost of Service	\$ 1,528,103	\$ 228,819	\$ 393,179	\$ 196,559	\$ 15,274	\$ 140,733	\$ 553,538
Direct Charges	41,215	-	-	-	-	-	-
Less FRF Adjustment	(103,609)	(75,349)	(14,767)	(7,041)	(632)	(5,820)	-
Total Cost	\$ 1,465,708	\$ 153,471	\$ 378,411	\$ 189,519	\$ 14,642	\$ 134,913	\$ 553,538
Unit Cost (New for 2015)		\$0.73813	\$0.34548	\$0.28077	\$0.75496	\$0.68794	\$0.04853
FRF Adjustment		(0.2431)	(0.0130)	(0.0101)	(0.0312)	(0.0284)	0.0000
Unit Cost (with FRF Adjustment)		\$0.49507	\$0.33250	\$0.27071	\$0.72371	\$0.65949	\$0.04853

	<u>BUDGET RATE HISTORY</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
2017		\$0.53436	\$0.40685	\$0.35735	\$0.56875	\$0.73482	\$0.05707
2016		\$0.63165	\$0.41777	\$0.40379	\$0.58647	\$0.61550	\$0.60376
2015		\$0.59821	\$0.38082	\$0.33967	\$0.55008	\$0.63145	\$0.52659

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2018 Budget - First Budget Workshop - August 23, 2017
Allocation of Capital and Debt Service Costs (1)

	Allocations		
	FY2018	Municipal	Procter & Gamble (1)
Debt Service			
Debt Service - Municipal Only			
Clean Water Fund Loans			
4198-12 West Fox River Interceptor	\$142,813	\$142,813	\$0
4198-16 East River Lift Station	132,414	132,414	
4198-18 Scott Bayshore Interceptor	45,753	45,753	
4198-21 East Tower Drive Interceptor	182,867	182,867	
4345-06 De Pere Ashwaubenon Creek Interceptor	217,321	217,321	
4198-29 Phase Two Interceptor Rehabilitation	216,259	216,259	
4198-45 De Pere Facility East Service Area Interceptor Rehabilitation	186,870	186,870	
East River Interceptor Rehabilitation (New 2018)	259,014	259,014	
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	\$521,102	\$521,102	
Total Debt Service - Municipal Only (2)	\$1,904,413	\$1,904,413	
Debt Service - Common to All			
Clean Water Fund Loans			
4198-02 Bar Screen Replacement	\$100,709	\$94,167	\$6,542
4198-09 Service Water System	64,708	60,504	4,204
4198-24 Electrical Generation Facility	208,322	194,789	13,533
4198-25 RAS/WAS Improvements	663,173	620,093	43,080
4198-27 Solids Process Improvement	352,602	329,697	22,905
4198-32 GBF: Administration & Maintenance Building HVAC Replacement *	211,428	197,693	13,735
4198-35 Combined Treatment Facilities Projects	300,777	281,239	19,538
4198-37 Consolidation/Conveyance Project	881,330	824,079	57,251
4198-44 R2E2 Solids Management (2014 New) *	603,519	560,102	43,417
4198-48 DPF: UV Disinfection System Upgrade *	98,662	92,253	6,409
4345-04 De Pere Facility	257,741	240,998	16,743
4198-99 Green Bay Facility Solids Management Plan Construction (R2E2) (2015 New)	7,676,144	7,123,931	552,213
4198-52 GBF: Disinfection System Upgrade (2015 New) *	0	0	
DPF: Primary Substation & Emergency Generator (2017 New)	337,431	315,512	21,919
GBF & DPF: Clarifier Rehabilitation and Odor Control (2018 New)	102,400	95,748	6,652
DPF: Service Water System Rehabilitation/Replacement (2018)	157,266	147,050	10,216
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	304,079	284,326	19,753
Promissory Note to City of De Pere	160,485	150,060	10,425
Green Bay Facility Solids Management Plan - Design	868,250	805,789	62,461
Total Debt Service - Common to All (2)	\$13,348,027	\$12,418,031	\$930,996
Debt Service Offsets			
Georgia-Pacific - Capital Payment	(\$429,710)	(\$429,710)	\$0
4198-29 City of De Pere Rehabilitation Interceptor Ashwaubenon Creek Payment	(53,472)	(53,472)	
Less Debt Payments Funded from ICR Reserve **	(1,210,840)	(1,210,840)	
City of Green Bay Interceptors Payment	(292,430)	(292,430)	
Town of Lawrence Interceptors Payment ((9th Street Seg 5 Ext., Ashw. Creek 2,3,4,6,7 and Ashw. Interceptor 2,3 & 4)	(197,077)	(197,077)	
New Franken Sanitary District Interceptors Payment	(21,621)	(21,621)	
Royal Scott Sanitary District #1 Interceptor Payment	(8,902)	(8,902)	
4198-45 De Pere Eastside Interceptor Rehabilitation	(120,071)	(120,071)	
Total Debt Service Offsets	(\$2,334,123)	(\$2,334,123)	\$0
TOTAL DEBT SERVICE	\$12,919,316	\$11,988,321	\$930,996
ANNUAL CAPITAL OUTLAY			
2018 Requests - Allocated to All	\$1,936,000	\$1,816,053	\$119,947
2018 Requests - Allocated to Municipal Only	360,000	360,000	
TOTAL ANNUAL CAPITAL OUTLAY	\$2,296,000	\$2,176,053	\$119,947
TOTAL ANNUAL CAPITAL AND DEBT SERVICE	\$15,215,316	\$14,164,374	\$1,050,943
REVENUES AND TRANSFERS			
Interest Income	(\$2,175)	(\$2,175)	\$0
Hauled Waste Truck Fees	(\$40,517)	(\$37,885)	(\$2,632)
Miscellaneous Revenue - Capital ***	(\$163,701)	(\$153,067)	(\$10,634)
Total Non-Rate Revenues (Capital-Related)	(\$206,393)	(\$193,127)	(\$13,266)
Net Annual Capital and Debt Service	\$15,008,923	\$13,971,247	\$1,037,677

(1) Based on Revised Cost of Service Allocations from Camp Dresser & McKee Inc. June 2016 (Table 5). Debt Collection is for 2019 debt service payments.

(2) Total Debt Collected in 2018 Budget for 2019 Debt payments. Metropolitan Sewerage Districts are permitted to abate taxation by having sufficient funds available in its designated debt service fund to pay those debt obligations for the following year.

Metropolitan Sewerage Districts Subchapter 1200.13(2),(5) permits Sewerage Districts to levy a tax upon property for its performance of duties.

* Note: 2015, 2016 and 2017 Payments for Debt Service over/under collected for these projects due to timing on submitting loan.

** Note: Less Debt Payments funded from ICR Reserve (excluding debt payments of 2014 Budget new loans and forward).

*** Note: Miscellaneous Revenues are from Sampling & Lab Analysis from De Pere, Village of Ashwaubenon, Village of Hobart, Village of Suamico, Yacht Club, West Shore Pipeline, and ICR Leases.

Attachment: 201711080749 Draft Budget (6432 : Resolution #17-90, Authorizing Agreement with Schenck, S.C. (Sewer Utility Rate Study))

Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Summary of Debt Service Schedule

Issue	Description	Original Amount	2018 Budget for 2019 Debt Payments	Loan Date	Last Payment
4198-16	East River Lift Station	1,924,428	132,414	10/25/2000	May 2020
4198-12	West Fox River Interceptor	2,159,850	142,813	10/25/2000	May 2020
4345-06	De Pere Ashwaubenon Creek Interceptor	3,222,103	217,321	12/31/2007	May 2020
4198-09	Service Water System	946,212	64,708	7/11/2001	May 2021
4198-02	Bar Screens Replacement	1,490,715	100,709	7/11/2001	May 2021
4198-18	Scott Bayshore Interceptor	695,592	45,753	2/27/2002	May 2021
4345-04	De Pere Facility	3,881,879	257,741	12/31/2007	May 2021
4198-27	Solids Process Improvement	5,347,693	352,602	12/8/2004	May 2024
4198-21	East Tower Drive Interceptor	2,761,526	182,867	4/13/2005	May 2024
Dec. 2007	Promissory Note to City of De Pere	2,000,000	160,485	12/28/2007	Dec 2027
Sept. 2008	2008 General Obligation - Sewerage System Improvement Bond	10,000,000	825,181	9/15/2008	May 2028
4198-25	RAS/WAS Improvements	10,460,782	663,173	3/11/2009	May 2028
4198-35	Combined Treatment Facilities Projects	4,211,341	300,777	12/9/2009	May 2029
4198-37	Consolidation/Conveyance Project	12,821,922	881,330	12/9/2009	May 2029
4198-29	Phase Two Interceptor Rehabilitation	3,421,382	216,259	11/10/2010	May 2030
4198-24	Electrical Generator Project	3,246,148	208,322	12/22/2010	May 2030
4198-32	GBF: Administration & Maintenance Building HVAC Replacement **	3,133,312	211,428	4/10/2013	May 2032
4198-45	De Pere Facility East Service Area Interceptor Rehabilitation	3,146,593	186,870	12/12/2012	May 2032
4198-48	DPF: Disinfection System Upgrade (2013 New) **	4,272,020	98,662	1/8/2014	May 2033
4198-44	Green Bay Facility Solids Management Plan Construction (R2E2) (2014 New) * **	15,209,242	603,519	8/13/2014	May 2034
4198-52	GBF: Disinfection System Upgrade (2015 New) **	1,850,000	-	12/23/2015	May 2035
4198-99	Green Bay Facility Solids Management Plan Construction (R2E2) (2015 New) *	122,936,166	7,676,144	10/14/2015	May 2035
July 2013	General Obligation Bond Green Bay Facility Solids Management Plan - Design (R2E2) *	20,000,000	868,250	8/20/2013	May 2038
Total Existing Debt		\$242,766,677	\$14,397,327		
(New)	DPF: Primary Substation & Emergency Generator (2017 New) **	3,480,000	337,431	3/1/2018	May 2038
(New)	GBF & DPF: Clarifier Rehabilitation and Odor Control (2018 New)	12,040,000	102,400	6/30/2019	May 2039
(New)	DPF: Service Water System Rehabilitation/Replacement (2018)	2,320,000	157,266	6/30/2019	May 2039
(New)	East River Interceptor Rehabilitation (New 2018)	3,821,000	259,014	6/30/2019	May 2039
Total New Debt		\$21,661,000	\$856,112		
Grand Total with New Debt		\$264,427,677	\$15,253,439		
			\$ 9,147,912		

Notes:

* Solids Management - R2E2 Project Loans.

** Over collected debt payment from prior years due to timing of project expenditure projection.

Attachment: 201711080749 Draft Budget (6432 : Resolution #17-90, Authorizing Agreement with Schenck, S.C. (Sewer Utility Rate Study))

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Annual Capital

Item Description	Common to All - Municipal Only	Amount
Business Services		
<u>Information Technology</u>		
GBF: HR/Payroll Software System	Common to All	\$ 50,000.00
GBF & DPF: Time and Attendance System	Common to All	40,000
GBF: Financial Software Replacement/Upgrade	Common to All	250,000
GBF: Campus Paging System	Common to All	\$ 125,000
Total Business Services		\$ 465,000
Operations		
<u>Maintenance</u>		
DPF: Replace roof - Service Building	Common to All	\$ 113,000
DPF: Replace roof - Blower Building No. 2	Common to All	158,000
GBF: Tunnel Unit Heater Replacement Phase 1	Common to All	50,000
DPF: Process Air Blowers - HST Upgrades Phase 2 (HST #4, 6)	Common to All	100,000
Total Operations		\$ 421,000
Technical Services		
<u>Engineering</u>		
DPF: Demolish Solids Building & MS11A	Common to All	\$ 1,000,000
Annual Manhole Rehabilitation	Municipal Only	50,000
Total Engineering		\$ 1,050,000
<u>Field Services</u>		
Lift Station alarm notification system	Municipal Only	\$ 250,000
ERLS - Ozone unit replacement	Municipal Only	60,000
Total Field Services		\$ 310,000
Total Technical Services		\$ 1,360,000
Environmental Programs		
<u>Laboratory</u>		
Ion Chromatography	Common to All	\$ 50,000
Total Laboratory		\$ 50,000
Total Environmental Programs		\$ 50,000
Total Annual Capital Items		\$ 2,296,000

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Allocation of Operation and Maintenance Costs

Expenses are first allocated to cost components (Flow, BOD, TSS, Phos., TKN) and then allocated to Municipal and Mill customers based on projected annual wastewater flows and loadings.

ITEM	Total	Common to All					Municipal Only		Mill Only	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Salaries & Benefits										
Laboratory & Research & Environmental Services										
Operational Testing	\$ 561,897	\$ 78,666	\$ 67,428	\$ 50,570	\$ 33,714	\$ 39,333	\$ 117,998	\$ 134,855	\$ -	\$ 39,333
Water Quality Testing	770,313	770,313	0	0	0	0	0	0	0	0
Total Laboratory Services	\$ 1,332,210	\$ 848,979	\$ 67,428	\$ 50,570	\$ 33,714	\$ 39,333	\$ 117,998	\$ 134,855	\$ -	\$ 39,333
Treatment										
Pump Station	\$ 117,883	\$ 117,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Primary Treatment	158,390	158,390	0	0	0	0	0	0	0	0
Grit Removal	20,628	0	0	20,628	0	0	0	0	0	0
Aeration	227,223	0	113,611	0	0	113,611	0	0	0	0
Final & Chlorine Contact Basins	202,533	202,533	0	0	0	0	0	0	0	0
Filtration	30,180	30,180	0	0	0	0	0	0	0	0
Primary Thickeners	78,684	1,967	10,363	63,994	1,967	393	0	0	0	0
Waste Activated Sludge Thickeners	168,608	0	99,749	65,487	0	3,372	0	0	0	0
Dewatering - Belt Presses/Incineration	438,381	4,777	171,464	251,461	4,777	5,901	0	0	0	0
Primary Sludge	191,089	4,777	25,166	155,413	4,777	955	0	0	0	0
Secondary Sludge	247,292	0	146,298	96,048	0	4,946	0	0	0	0
Incineration	525,240	5,978	200,762	305,604	5,978	6,918	0	0	0	0
Primary Sludge	239,117	5,978	31,492	194,474	5,978	1,196	0	0	0	0
Secondary Sludge	286,123	0	169,270	111,130	0	5,722	0	0	0	0
Digestion	243,205	2,768	92,960	141,505	2,768	3,203	0	0	0	0
Struvite Harvesting	160,433	913	30,661	46,673	81,130	1,057	0	0	0	0
Power Generation	204,374	2,326	78,118	118,912	2,326	2,692	0	0	0	0
Solids, General	230,288	2,504	90,191	131,987	2,504	3,102	0	0	0	0
Total Treatment	\$ 2,806,050	\$ 530,218	\$ 887,879	\$ 1,146,252	\$ 101,450	\$ 140,251	\$ -	\$ -	\$ -	\$ -
Maintenance/Engineering										
Maintenance	\$ 2,464,468	\$ 773,320	\$ 709,347	\$ 451,378	\$ 16,491	\$ 339,448	\$ 128,152	\$ -	\$ 46,332	\$ -
Engineering	842,586	264,393	242,521	154,323	5,638	116,055	43,814	0	15,841	0
Total All Above	\$ 7,445,315	\$ 2,416,910	\$ 1,907,176	\$ 1,802,524	\$ 157,293	\$ 635,086	\$ 289,965	\$ 134,855	\$ 62,173	\$ 39,333
Business Services & Information Systems	\$ 2,026,910	\$ 670,117	\$ 528,787	\$ 499,771	\$ 43,611	\$ 176,085	\$ 80,396	\$ -	\$ 12,027	\$ 16,116
Total Salaries & Benefit Costs	\$ 9,472,225	\$ 3,087,027	\$ 2,435,962	\$ 2,302,295	\$ 200,904	\$ 611,171	\$ 370,361	\$ 134,855	\$ 74,200	\$ 55,449
Power										
Metro Pump	\$ 332,318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 332,318	\$ -	\$ -	\$ -
Mill Pump	21,360	0	0	0	0	0	0	0	21,360	0
Secondary Effluent Pump	22,290	22,290	0	0	0	0	0	0	0	0
Process Air Compressors	820,414	0	533,269	0	0	287,145	0	0	0	0
Solids Building	363,550	3,636	148,198	202,992	3,636	5,090	0	0	0	0
Primary Sludge (40)	145,420	3,636	19,152	118,270	3,636	727	0	0	0	0
Secondary Sludge (60)	218,130	0	129,046	84,722	0	4,363	0	0	0	0
All Other Plant	150,516	47,230	43,323	27,568	1,007	20,732	7,827	0	2,830	0
Total Power	\$ 1,710,448	\$ 73,156	\$ 724,790	\$ 230,559	\$ 4,643	\$ 312,966	\$ 340,145	\$ -	\$ 24,190	\$ -
Fuel										
Fuel - Diesel for Generators	\$ 33,000	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building	151,236	47,456	43,530	27,700	1,012	20,831	7,864	0	2,843	0
Incineration & Process	366,881	3,669	149,555	204,852	3,669	5,136	0	0	0	0
Primary Sludge (40)	146,752	3,669	19,327	119,354	3,669	734	0	0	0	0
Secondary Sludge (60)	220,129	0	130,228	85,498	0	4,403	0	0	0	0
Total Fuel	\$ 551,117	\$ 84,125	\$ 193,086	\$ 232,551	\$ 4,681	\$ 25,967	\$ 7,864	\$ -	\$ 2,843	\$ -

Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Allocation of Operation and Maintenance Costs

Expenses are first allocated to cost components (Flow, BOD, TSS, Phos., TKN) and then allocated to Municipal and Mill customers based on projected annual wastewater flows and loadings.

ITEM	Total	Common to All					Municipal Only		Mill Only	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Chemicals										
Sodium Hypochlorite	\$ 92,630	\$ 92,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gravity Belt Polymer	74,712	0	44,200	29,018	0	1,494	0	0	0	0
Gravity Thickener Polymer	0	0	0	0	0	0	0	0	0	0
Belt Press Polymer	356,112	3,561	145,165	198,839	3,561	4,986	0	0	0	0
Primary Sludge (40)	142,445	3,561	18,760	115,850	3,561	712	0	0	0	0
Secondary Sludge (60)	213,667	0	126,406	82,988	0	4,273	0	0	0	0
Lime and Clay	3,632	36	1,481	2,028	36	51	0	0	0	0
Primary Sludge (40)	1,453	36	191	1,182	36	7	0	0	0	0
Secondary Sludge (60)	2,179	0	1,289	846	0	44	0	0	0	0
Sodium Bisulfite	54,200	54,200	0	0	0	0	0	0	0	0
Ferric Chloride	26,630	13,315	0	0	13,315	0	0	0	0	0
Odor Control	10,000	2,955	2,921	2,013	126	1,319	489	0	177	0
Magnesium Chloride	121,248	690	23,172	35,273	61,314	798	0	0	0	0
Sodium Hydroxide - Air Pollution	39,061	445	14,930	22,727	445	514	0	0	0	0
Sodium Hydroxide - Nutrient Removal	60,750	346	11,610	17,673	30,721	400	0	0	0	0
Activated Carbon	0	0	0	0	0	0	0	0	0	0
Aqua Ammonia	119,628	1,362	45,725	69,604	1,362	1,576	0	0	0	0
Other Chemicals	85,832	85,832	0	0	0	0	0	0	0	0
Total Chemicals	\$ 1,044,435	\$ 255,372	\$ 289,205	\$ 377,176	\$ 110,879	\$ 11,138	\$ 489	\$ -	\$ 177	\$ -
Maintenance & Repairs										
Maintenance & Repairs	\$ 1,884,110	\$ 591,211	\$ 542,303	\$ 345,083	\$ 12,608	\$ 259,511	\$ 97,974	\$ -	\$ 35,421	\$ -
All Other Expenses										
Solid Waste	\$ 156,677	\$ 1,838	\$ 58,882	\$ 92,089	\$ 1,838	\$ 2,031	\$ -	\$ -	\$ -	\$ -
Primary Sludge (40)	73,513	1,838	9,682	59,788	1,838	368	0	0	0	0
Secondary Sludge (60)	83,164	0	49,200	32,301	0	1,663	0	0	0	0
DNR Environmental Fees	136,000	893	45,785	48,304	30,710	10,209	0	0	0	0
Other Miscellaneous	4,885,577	1,533,034	1,406,214	894,815	32,692	672,923	254,050	0	91,849	0
Biogas Treatment	19,500	222	7,453	11,346	222	257	0	0	0	0
Total All Other	\$ 5,197,754	\$ 1,536,086	\$ 1,518,334	\$ 1,046,553	\$ 65,461	\$ 685,420	\$ 254,050	\$ -	\$ 91,849	\$ -
Total Treatment Plant O & M	\$ 19,860,089	\$ 5,626,976	\$ 5,703,679	\$ 4,534,218	\$ 399,175	\$ 2,106,174	\$ 1,070,883	\$ 134,855	\$ 228,680	\$ 55,449
Field Services O & M										
Pretreatment	\$ 215,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,440	\$ -	\$ -
Municipal Interceptors	915,948	0	0	0	0	0	915,948	0	0	0
Mill Interceptors	2,294	0	0	0	0	0	0	0	2,294	0
Fox River Fiber Force Main	20,144	0	0	0	0	0	0	0	0	20,144
Municipal Metering Stations	340,981	0	0	0	0	0	340,981	0	0	0
Mill Metering Stations	20,353	0	0	0	0	0	0	0	0	20,353
Municipal Lift Stations	410,366	0	0	0	0	0	410,366	0	0	0
Subtotal	\$ 1,925,526	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,667,295	\$ 215,440	\$ 2,294	\$ 40,497
All Other (Field Services Salaries after distribution)	445,970	0	0	0	0	0	386,161	49,898	531	9,379
Total Interceptor System O & M	\$ 2,371,496	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,053,456	\$ 265,338	\$ 2,825	\$ 49,876
Total O & M Costs	\$ 22,231,585	\$ 5,626,976	\$ 5,703,679	\$ 4,534,218	\$ 399,175	\$ 2,106,174	\$ 3,124,339	\$ 400,193	\$ 231,505	\$ 105,325
Distribution to Participants										
MUNICIPAL	\$ 20,678,446	\$ 4,954,242	\$ 5,555,898	\$ 4,169,568	\$ 397,257	\$ 2,076,949	\$ 3,124,339	\$ 400,193	\$ -	\$ -
FOX RIVER FIBER	41,215	0	0	0	0	0	0	0	0	41,215
PROCTER & GAMBLE	1,511,924	672,734	147,781	364,649	1,919	29,225	0	0	231,505	64,111
Total	\$ 22,231,585	\$ 5,626,976	\$ 5,703,679	\$ 4,534,218	\$ 399,175	\$ 2,106,174	\$ 3,124,339	\$ 400,193	\$ 231,505	\$ 105,325

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Interceptor System O & M

Account Name	Maintenance	Field Services	Procter & Gamble Meter Station	Procter & Gamble Interceptor	Fox River Fiber Force Main	Total
Salaries - Procter & Gamble (P&G) Interceptor	\$ -	\$ 1,142		\$ 1,142		\$ 1,142
Benefits - P&G Interceptor	-	402		402		402
Salaries - P&G Meter Station	2,945	10,279	13,224			13,224
Benefits - P&G Meter Station	1,038	3,621	4,659			4,659
Salaries - Fox River Fiber - Force Main	-	4,569			4,569	4,569
Benefits - Fox River Fiber - Force Main	-	1,610			1,610	1,610
Salaries - Fox River Fiber - Meter Station	1,000	7,995			8,995	8,995
Benefits - Fox River Fiber - Meter Station	352	2,817			3,169	3,169
Repair & Maintenance (R & M) - P&G Interceptor			-	750		750
R & M - P&G Meter Station			1,030			1,030
Phones - P&G			1,440			1,440
Power - P&G			-			-
R & M - Force Main					1,606	1,606
R & M - Meter Station					195	195
Chemicals					-	-
Total	\$ 5,335	\$ 32,435	\$ 20,353	\$ 2,294	\$ 20,144	\$ 42,791

Account Name	Maintenance	Field Services	GBMSD Meter Stations	GBMSD Interceptors	Lift Station	Pretreatment
Salaries Pretreatment	\$ -	\$ 147,143				\$ 147,143
Salaries - GBMSD Interceptors	3,687	85,203		88,890		
Salaries - GBMSD Meter Stations	-	89,086	89,086			
Salaries - East Bayshore Lift Stations	26,150	38,376			64,526	
Salaries - East River Lift Station	13,231	13,706			26,937	
Salaries - Old Plank Lift Station	3,844	7,081			10,925	
Salaries - Interplant Force Main	-	11,878		11,878		
Salaries - Chemical Feed Building	-	2,284	2,284			
Benefits - Pretreatment	-	51,837				51,837
Benefits - GBMSD Interceptors	1,299	30,016		31,315		
Benefits - GBMSD Meter Stations	-	31,384	31,384			
Benefits - East Bayshore Lift Stations	9,212	13,520			22,732	
Benefits - East River Lift Station	4,661	4,829			9,490	
Benefits - Old Plank Lift Station	1,354	2,495			3,849	
Benefits - Interplant Force Main	-	4,185		4,185		
Benefits - Chemical Feed Building	-	805	805			
Pretreatment Program						16,460
R & M - East Bayshore System Lift Stations					63,950	
R & M - East Bayshore Force Main					1,660	
R & M - East River Lift Station					62,700	
R & M - GBMSD Interceptors - Field Services				56,155		
R & M - GBMSD Interceptors - Engineering				720,000		
R & M - Old Plank Lift Station					4,307	
R & M - Interplant Force Main				3,525		
R & M - GBMSD Meter Stations			161,730			
R & M - Chemical Feed Building			1,432			
Phones - Meter/Lift Stations			36,860			
Phones - Chemical Feed Building			-			
Power - Meter Stations			16,000			
Power - Chemical Feed Building			1,400			
Power - Old Plank Lift Station					1,550	
Power - East Bayshore Lift Stations					25,500	
Power - East River Lift Station					33,000	
Water - East River Lift Station					1,500	
Chemicals - Old Plank Lift Station					4,500	
Chemicals - De Pere Conveyance					47,320	
Chemicals - Chemical Feed Building					-	
Chemicals - Bayshore Interceptor					25,920	
Total			\$ 340,981	\$ 915,948	\$ 410,366	\$ 215,440

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Salaries and Benefits before Distribution

Description	Commission	Business Services	Laboratory & Research	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	\$ 2,500	\$ 1,068,772	\$ 532,523	\$ 2,029,401	\$ 1,807,538	\$ 620,153	\$ 439,719	\$ 742,084	\$ 490,755	\$ 7,733,445
Long Term Disability	-	6,078	3,293	12,391	10,897	4,058	3,181	4,287	2,862	47,047
Dental Insurance	-	10,844	5,793	18,369	22,084	6,883	5,447	6,486	1,783	77,689
Health Insurance	-	184,702	97,717	326,475	372,795	105,060	72,300	130,478	32,761	1,322,288
Life Insurance	-	3,518	853	5,731	5,965	2,431	2,415	1,968	1,289	24,170
Wisconsin Retirement	-	67,532	33,721	133,532	115,678	42,638	33,014	47,470	29,652	503,237
FICA & Medicare	191	78,187	40,738	160,855	138,277	50,073	38,945	58,769	37,542	601,577
Worker's Compensation	5	5,333	14,059	54,430	47,719	11,290	1,069	19,591	4,881	158,377
Uniforms	-	-	1,988	12,480	12,288	-	-	3,100	-	29,856
Employee Assistance	-	3,158	-	-	-	-	-	-	-	3,158
Wellness Program	-	-	-	52,386	-	-	-	-	-	52,386
Totals	\$ 2,696	\$ 1,428,124	\$ 730,685	\$ 2,806,050	\$ 2,533,241	\$ 842,586	\$ 596,090	\$ 1,012,233	\$ 601,525	\$ 10,563,231

Note: Engineering, Treatment and Information Technology Salaries were decreased by \$191K for re-allocation of salaries to Solids Management Capital Loan Amount.

Table 116
NEW Water

Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Salaries and Benefits after Distribution to Interceptors & Meter Stations

Description	Commission	Business Services	Laboratory Services	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	\$ 2,500	\$ 1,068,772	\$ 532,523	\$ 2,029,401	\$ 1,756,681	\$ 620,153	\$ 439,719	\$ 323,342	\$ 490,755	\$ 7,263,846
Long Term Disability	-	6,078	3,293	12,391	10,588	4,058	3,181	1,739	2,862	44,189
Dental Insurance	-	10,844	5,793	18,369	21,573	6,883	5,447	2,279	1,783	72,971
Health Insurance	-	184,702	97,717	326,475	364,099	105,060	72,300	58,880	32,761	1,241,994
Life Insurance	-	3,518	853	5,731	5,806	2,431	2,415	659	1,289	22,702
Wisconsin Retirement	-	67,532	33,721	133,532	112,370	42,638	33,014	5,507	29,652	457,965
FICA & Medicare	191	78,187	40,738	160,855	134,386	50,073	38,945	36,341	37,542	577,259
Worker's Compensation	5	5,333	14,059	54,430	46,677	11,290	1,069	14,122	4,881	151,867
Uniforms	-	-	1,988	12,480	12,288	-	-	3,100	-	29,856
Employee Assistance	-	3,158	-	-	-	-	-	-	-	3,158
Wellness Program	-	-	-	52,386	-	-	-	-	-	52,386
Totals	\$ 2,696	\$ 1,428,124	\$ 730,685	\$ 2,806,050	\$ 2,464,468	\$ 842,586	\$ 596,090	\$ 445,970	\$ 601,525	\$ 9,918,194

Note: Engineering, Treatment and Information Technology Salaries were decreased by \$191K for re-allocation of salaries to Solids Management Capital Loan Amount.

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
Employees Headcount Report

Divisions and Department	Department	2017 BUDGET HEADCOUNT	PROPOSED 2018 BUDGET HEADCOUNT
Business Services including Non-Departmental *		13	13
Laboratory & Research		8	8
Treatment including Health and Safety		26	26
Maintenance		24	24
Engineering		7	7
Information Technology		6	6
Field Services		9	9
Watershed Management		4	4
Regulatory Compliance		1	1
Total Headcount without Commissioners **		98	98
Commissioners		5	5

New Positions

Business Services	Administrative Services Assistant (Approved April 2016)
Environmental Programs	Lab Analyst II
Environmental Programs	Watershed Specialist

Notes:

* Non-Departmental Division includes Executive Director & Human Resources

** Total Full-Time and Part-Time positions

Divisions and Departments classification for referencing

<u>BUSINESS SERVICES</u>	<u>TECHNICAL SERVICES</u>	<u>OPERATIONS</u>	<u>ENVIRONMENTAL PROGRAMS</u>
Accounting	Engineering	Maintenance	Watershed Management
Public Affairs and Education	Field Services	Treatment	Regulatory Compliance
Information Technology		Health and Safety	Laboratory & Research
Administrative Services			Sustainability

Definition of Positions

Regular Full-time Employee – Individuals who work 40 hours per week for an extended period of time and have successfully completed a probationary period.
Regular Part-time Employee – Individuals who work less than 40 hours per week for an extended period of time.

NEW Water
Green Bay Metropolitan Sewerage District
2018 Budget - First Budget Workshop - August 23, 2017
OUT-OF-AREA TRAVEL - Outside EPA Region 5 (Wisconsin, Minnesota, Illinois, Ohio, Indiana, Michigan)

Title	Division	Event
Accounting Manager	Business Services	Institute of Management Accountants (IMA) Conference, TBD
Information Technology Manager	Business Services	Microsoft Envision Conference, TBD
System Technician - GIS	Business Services	Microsoft Ignite Conference, TBD
Director of Technical Services	Technical Services	Water Environment Federation (WEFTEC) Conference, New Orleans, LA
Project Manager	Technical Services	Water Environment Federation (WEF Residuals & Biosolids) Conference, TBD
Staff Engineer	Technical Services	Water Environment Federation (WEFTEC) Conference, New Orleans, LA
Director of Operations	Operations	Water Environment Federation (WEFTEC) Conference, New Orleans, LA
Treatment Manager	Operations	WEF Residuals & Biosolids Conference, TBD
TBD	Operations	WEF Residuals & Biosolids Conference, TBD
Executive Director	Non-Departmental	National Association of Clean Water Agencies (NACWA) Summer, Boston, MA
Executive Director	Non-Departmental	National Association of Clean Water Agencies (NACWA) Winter, Napa, CA
Executive Director	Non-Departmental	US Water Alliance, TBD
Executive Director	Non-Departmental	Water Environment Federation (WEFTEC) Conference, New Orleans, LA
Commissioner	Non-Departmental	National Association of Clean Water Agencies (NACWA) Summer, Boston, MA
Commissioner	Non-Departmental	National Association of Clean Water Agencies (NACWA) Winter, Napa, CA
Director of Environmental Programs	Environmental Programs	International Association of Great Lakes Research, (IAGLR), Toronto, On
Watershed Programs Manager	Environmental Programs	International Association of Great Lakes Research, (IAGLR), Toronto, On
Analytical Chemist	Environmental Programs	The Pittsburg Conference of Analytical Chemistry and Applied Spectroscopy, (PITTCON), Orlando, f
Water Resources Specialist	Environmental Programs	International Association of Great Lakes Research, (IAGLR), Toronto, On
Laboratory and Research Manager	Environmental Programs	Water Environment Federation (WEFTEC) Conference, New Orleans, LA

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2018 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN**

2018 Budget - First Budget Workshop - August 23, 2017	2018	2019	2020	2021	2022
MAJOR CAPITAL: WASTEWATER TREATMENT FACILITIES					
GBF: Blower System Efficiency Upgrade	-	-	400,000	2,413,000	4,016,000
GBF: R2E2 Solids Management Project	17,198,000	3,135,000	-	-	-
GBF: Metro & Mill Pumping and Plant Drain Systems Upgrades	-	100,000	1,460,000	4,860,000	1,620,000
GBF: Gravity Belt Thickener Replacement	-	-	400,000	5,400,000	-
DPF: Service Water System Rehabilitation/Replacement	160,000	2,160,000	-	-	-
DPF: Primary Substation & Emergency Generator	3,760,000	1,220,000	-	-	-
GBF & DPF: Clarifier Rehabilitation	400,000	2,160,000	2,160,000	2,160,000	2,160,000
GBF: Primary Clarifier Odor Control	250,000	2,750,000	-	-	-
GBF & DPF: Headworks Upgrades	-	-	400,000	3,250,000	3,430,000
Interplant Wastewater Force Main - Phase 2	-	-	-	-	36,000
GBF Phosphorus Upgrade	-	750,000	7,628,000	7,628,000	68,649,000
DPF Phosphorus Upgrade	-	500,000	2,768,000	2,768,000	24,912,000
TOTAL WASTEWATER TREATMENT FACILITIES	21,768,000	12,775,000	15,216,000	28,479,000	104,823,000
MAJOR CAPITAL: INTERCEPTORS					
Dutchman Creek Interceptor Upgrade & Rehabilitation ** See Notes **	2,500,000	-	-	-	-
Ninth Street Interceptor Rehabilitation ** See Notes **	7,000	118,000	2,966,000	-	-
East River Interceptor Rehabilitation	155,000	3,666,000	-	-	-
West Fox River Interceptor Relay and Rehabilitation	-	-	-	-	209,000
Ninth Street Interceptor Extension - American Drive	-	-	1,250,000	-	-
Fox River Crossing Rehabilitation	-	-	67,000	1,588,000	-
East Fox River Interceptor Rehabilitation	-	-	119,000	2,815,000	-
Bayview Interceptor Replacement ** See Notes **	4,123,000	-	-	-	-
Charles Street Interceptor Upsizing ** See Notes **	1,512,000	-	-	-	-
East River Lift Station - Upsizing & Rehabilitation	-	-	-	77,000	1,823,000
East Bayshore Lift Stations - Replacement	-	-	-	35,000	520,000
TOTAL INTERCEPTORS, METER STATIONS & LIFT STATIONS	8,297,000	3,784,000	4,402,000	4,515,000	2,552,000
DEPARTMENT ANNUAL CAPITAL INVESTMENTS					
MAINTENANCE SECTION					
DPF: Replace outdated MCCs	-	-	125,000	-	-
DPF: Replace diffuser socks in aeration system (10-year rotation)	-	-	-	57,000	-
GBF: Replace Air Handling Units	-	432,000	527,000	230,000	-
DPF: Replace roof - Sludge Control Tank Building	-	-	-	79,000	-
DPF: Replace roof - Service Building	113,000	-	-	-	-
DPF: Replace roof - Blower Building No. 2	158,000	-	-	-	-
Vehicle ID# 103 Replacement	-	50,000	-	-	-
Vehicle ID# 111 Replacement	-	-	-	40,000	-
DPF: Actuated Slide Gates & Basin Drains	-	-	-	200,000	-
GBF: Air Compressor Replacement	-	-	-	400,000	-
DPF: Air Handling Unit Replacement	-	250,000	-	-	-
GBF: Power Roof Vent Replacement	-	375,000	-	-	-
DPF: Power Roof Vent Replacement	-	-	125,000	-	-
GBF: Tunnel Unit Heater Replacement Phase 1	50,000	-	-	-	-
GBF: Tunnel Unit Heater Replacement Phase 2	-	50,000	-	-	-
GBF: Tunnel Unit Heater Replacement Phase 3	-	-	50,000	-	-
DPF: Tunnel Unit Heater Replacement	-	-	-	50,000	-
GBF: Transformer Replacement Project	-	125,000	-	-	-
GBF: SW Pump Replacement	-	-	-	400,000	-

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2018 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN**

2018 Budget - First Budget Workshop - August 23, 2017	2018	2019	2020	2021	2022
GBF: Basin Complex Walkway Concrete Rehabilitation	-	224,000	200,000	-	-
DPF: Process Air Blowers - HST Upgrades Phase 2 (HST #4,6)	100,000	-	-	-	-
Maintenance Section subtotal	421,000	1,506,000	1,027,000	1,456,000	-
INFORMATION TECHNOLOGY SECTION					
GBF: Fiber Optic Network Enhancement/Upgrade	-	-	-	80,000	-
GBF: Building Network Cabling Enhance/Upgrade	-	-	-	45,000	-
GBF: Replace PLC Input/Output Hardware	-	125,000	125,000	125,000	125,000
GBF: HR/Payroll Software System	50,000	-	-	-	-
GBF: & DPF: Time and Attendance System	40,000	-	-	-	-
GBF: Financial Software Replacement/Upgrade	250,000	-	-	-	-
GBF & DPF: Telephone System	-	-	125,000	-	-
GBF: Campus Paging System	125,000	-	-	-	-
GBF: eDocs, Imaging/ Management/Collaboration	-	-	-	90,000	-
Information Technology Section subtotal	465,000	125,000	250,000	340,000	125,000
ENGINEERING SECTION					
Meter Station #1 Flow Tube and Flow Meter Replacement	-	90,000	-	-	-
DPF: Demolish Solids Building & MS11A	1,000,000	-	-	-	-
ERLS: HVAC Improvements	-	300,000	-	-	-
Annual Manhole Rehabilitation	50,000	50,000	50,000	50,000	50,000
Engineering Services Section subtotal	1,050,000	440,000	50,000	50,000	50,000
WATERSHED MANAGEMENT SECTION					
Watershed Management Section subtotal	-	-	-	-	-
FIELD SERVICES SECTION					
MS-05 Flow Tube Replacement	-	100,000	-	-	-
Lift Station alarm notification system	250,000	-	-	-	-
ERLS - Grinder system	-	-	250,000	-	-
ERLS - Ozone unit replacement	60,000	-	-	-	-
Field Services Section subtotal	310,000	100,000	250,000	-	-
LABORATORY SERVICES SECTION					
Laboratory Information System	-	-	-	350,000	-
Ion Chromatography System	50,000	-	-	-	-
Laboratory Services Section subtotal	50,000	-	-	350,000	-
TOTAL ANNUAL CAPITAL INVESTMENTS	2,296,000	2,171,000	1,577,000	2,196,000	175,000
TOTAL CAPITAL INVESTMENTS	32,361,000	18,730,000	21,195,000	35,190,000	107,550,000

Notes:

Major Capital - Interceptors: Dutchman Creek Interceptor Upgrade & Rehabilitation project: Funded via \$390,719 from Debt Service Reserve and balance from Interceptor Cost Recovery Reserve.

Major Capital - Interceptors: Bayview Interceptor Replacement project anticipated to be funded from Interceptor Cost Recovery Reserve and no debt service collected.

Major Capital - Interceptors: Ninth Street Interceptor Rehabilitation project: \$100,000 overcollected in 2015 for anticipated Annual Capital project.

Major Capital - Interceptors: Charles Street Interceptor Upgrades project: To be funded through the Interceptor Cost Recovery Reserve.

This 5-year report projects costs going forward. It does not capture actual expenditures from previous years and the totals do not accurately reflect the total capital costs of projects that are in progress.

Green Bay Metropolitan Sewerage District 2018 Budget – Draft

Summary of Revenues and Expenses Legends

Revenues:

Favorable Revenue Variances: means more revenue than projected or budgeted. It is a positive occurrence to receive more revenues than anticipated.

Unfavorable Revenue Variances: means less revenue than projected or budgeted. It is usually a negative occurrence.

Municipal User Fees:	Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, Kjeldahl Nitrogen, Direct Charges, and Hauled Waste
Mill User Fees:	Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, Kjeldahl Nitrogen, Direct Charges from Procter & Gamble, and Fox River Fiber
Mill Direct Charges:	Daily Sample Pickup and Laboratory Testing, Inspection, Monitoring, Dewatering, O&M, and Diggers Hotline
Mill Capital Charges:	Capital and Debt Service Charges
General Reserve Interest:	Interest Income from General Fund Accounts (unrestrictive funds) other than Investment Accounts
Other Revenues:	Rate Stabilization Offsets, Interest Income Offsets, Hauled Waste Truck Fees, Sampling, Laboratory Analysis, Yacht Club Lease, and Interceptor Cost Recovery Leases
Rate Stabilization Reserve Transfers:	A designated expense allocated to rate stabilization funds due to prior year collection or expenses designated to be funded by this reserve
Interceptor Cost Recovery (ICR) Reserve Transfers:	GBMSD has agreements with various municipal customers in which the municipalities have agreed to reimburse GBMSD for the cost of interceptors owned by GBMSD whose capacity has been allocated to the municipalities. Annual repayments are sent to the municipalities. This transfer is to offset the debt payment of these interceptors

Green Bay Metropolitan Sewerage District

2018 Budget – Draft

Summary of Revenues and Expenses Legends

Plant and Equipment Replacement Fund Reserve Transfers (PERF): Designated capital expenses allocated to be funded by this reserve

General Fund Transfers: Designated expenses allocated to be paid by this fund

Expenses:

Favorable Expense Variances: means less expenses than budgeted or projected.

Unfavorable Expense Variances: means more expenses than budgeted or projected.

Salaries & Benefits:	Salaries, Opt-Out Incentive Payout, Health, Dental, & Life Insurances, Retirement, Social Security, Fringe Benefits, Workers Compensation, Uniforms, Employee Referral Services, Long Term Disability, Wellness, Employee Assistance, and Uniforms
Power:	All Power related for the facilities
Contracted Services:	Contractors, Legal, Audits, Studies, Occupational Health, Custodial and Lawn Services, Environmental Programs, Sponsorship, Temporary Assistance, Recruitment, Consultants, Hazardous Waste Disposal, Class and Compensation, Household Hazardous Waste Disposal, Continuous Improvement/Lean, In District Sustainability, Risk Based Asset Management, Watershed Based Planning, Reg/Muni Environment Service, and Contingency
Maintenance & Repairs:	Repair and Maintenance Building and Equipments, Small Tools, Fuel for GBMSD Vehicles and Boats, Freight, Water, Fire Protection, Equipment Leases and Rentals
Chemicals:	Sodium Hypochlorite and Bisulfite, Polymer, Ferric Chloride, Lime, and Laboratory Chemicals for the facilities
Natural Gas & Fuel Oil:	Diesel, Fuel, Natural Gas for Generators, Incineration, and Heating for the facilities

Green Bay Metropolitan Sewerage District

2018 Budget – Draft

Summary of Revenues and Expenses Legends

Solid Waste Disposal:	Material (grit, screenings, ash, and dewatered sludge) hauled from GBMSD to landfill
Interceptor System:	Repair and Maintenance of Interceptors, Lift Stations, Meter Stations, Pretreatment, Power, Chemicals, Water, and Telephones
Office & Administrative:	Publishing, Postage, Data Processing, Employee Recognition, Public Information, Portable, Telephones, Safety Shoes and Glasses, Memberships and Dues, Publications and Subscriptions, Licenses and Permits, Meeting Expenses, Bank Service Charges, Bond Issuance Cost, Community Outreach, Education & Public Outreach (EPO)
Insurances:	Automobile, Property, Boiler and Machinery, Liability, Umbrella, Commercial Crime, and Public Officials
Supplies:	Employee Security Badges, Safety & First Aid Equipment and Supplies, Small Computer Hardware and Software, Other Office Supplies, such as: Calculators, Pens, Pencils, Paper, Binders, Folders, Dividers, Tape, Batteries, Toner & Ink Cartridges etc., Cleaning/Janitorial Supplies, Building/Grounds Supplies, Shipping Supplies, etc.
Employee Training & Development:	Employee Development (Registration), Training, and Tuition Fees
Travel and Meetings:	Travel Lodging, Transportation, Meals and Mileage Expenses
DNR Environmental Fees:	Annual Environmental Fee statement from the DNR, which includes: charges from our NR101 discharge (includes a charge for all pounds of parameters that have permit limits), Hazardous Waste Disposal Fees, Air Emission Fees, and Laboratory Certification Fee. Other Fees such as Tier 2 report fees (related to hazardous material management on site) and other license or permit application fees which may arise

Green Bay Metropolitan Sewerage District
2018 Budget – Draft
Summary of Revenues and Expenses Legends

Debt Service and Annual Capital

Debt Service:	Principal and Interest incurred for Long Term Capital projects from Clean Water Fund Loans, General Obligation Bonds, and Promissory Notes to financial institutions, such as: DNR, Associated Bank, Board of Commissioners of Public Lands, etc.
Annual Capital:	Maintenance Equipment and Interceptor repairs for less than a year expenses and completion
R2E2 Construction – Rate Stabilization:	An amount collected in advance of the debt service being due for the Solids Project (R2E2) to provide a transition to the overall rate impact on the financing for this project. The funds will be segregated and used to pay subsequent debt service on the R2E2 Project. The amount collected brings the overall 2013 rate increase to within the 9% amount estimated in the planning for R2E2 Project

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 21, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution 17-91, Initial Resolution Regarding Industrial Development Revenue Bond Financing For Midland Plastics, Inc. Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.

The Finance/Personnel Committee voted to recommend approve of issuing the Industrial Revenue Bonds to the Council. JSL

ATTACHMENTS:

- Reso17-91 (DOCX)
- Mayor&F-P-Midland Plastics IRB-11-14-17-194-003-17 (PDF)

COMMON COUNCIL OF
CITY OF DE PERE, WISCONSIN

RESOLUTION NO. #17-91

**INITIAL RESOLUTION
REGARDING INDUSTRIAL DEVELOPMENT
REVENUE BOND FINANCING FOR
MIDLAND PLASTICS, INC. PROJECT**

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the “Act”) authorizes the City of De Pere, Wisconsin (the “Issuer”), to authorize the issuance and sale of bonds by the Issuer to construct, equip, re-equip, acquire by gift, lease or purchase, install, reconstruct, rebuild, rehabilitate, improve, supplement, replace, maintain, repair, enlarge, extend or remodel industrial projects; and

WHEREAS, Midland Plastics, Inc., a Wisconsin corporation, and a related entity, and/or a limited liability entity to be formed (collectively, the “Borrower”), desires to complete a project to be owned by the Borrower consisting of financing the (i) construction of an approximately 40,200 square foot facility located on American Boulevard in the West Business Park in the City of De Pere, Wisconsin (the “Facility”) to be operated by Midland Plastics, Inc. which specializes in manufacturing custom plastic products, (ii) acquisition and installation of equipment at the Facility, and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”), all of which would contribute to the well-being of the City of De Pere, Wisconsin; and

WHEREAS, the cost of the Project is presently estimated to be \$3,000,000 and the amount proposed to be financed with one or more issues or series of tax-exempt and/or taxable industrial development revenue bonds (the “Bonds”) issued under the Act does not exceed \$3,000,000; and

WHEREAS, it is the public interest of the Issuer to promote, attract, stimulate, rehabilitate and revitalize commerce, industry and manufacturing, to promote the betterment of the economy of the Issuer; and

WHEREAS, the Borrower has requested that the Issuer now approve an initial resolution (the “Initial Resolution”) providing for the financing of the Project in an amount not to exceed \$3,000,000; and

WHEREAS, the Issuer is a municipality organized and existing under and pursuant to the laws of the State of Wisconsin, and is authorized to enter into revenue agreements with eligible participants with respect to the Project whereby eligible participants agree to cause said Project to be constructed and to pay the Issuer an amount of funds sufficient to provide for the prompt payment when due of the principal and interest on said industrial development revenue bonds.

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

1. Based upon representations of the Borrower, it is the finding and determination of the Common Council that the Project is a qualified “project” within the meaning of the Act and that the Borrower is an “eligible participant” within the meaning of the Act. The Issuer shall:

- (a) Finance the Project in an amount not to exceed \$3,000,000; and
 - (b) Issue industrial development revenue bonds in one or more series of tax-exempt and/or taxable bonds (the “Bond(s)”), in an amount not to exceed \$3,000,000 in order to finance costs of the Project; and
 - (c) Lend the proceeds of the Bonds to the Eligible Participant(s) who will use the proceeds to help finance the Project (and for any other purpose permitted by the Act) and enter into a note and mortgage agreement or other security agreement with the Eligible Participant(s) or enter into other lawful revenue-producing agreements with respect to the Project providing revenues sufficient to pay principal and interest on the Bonds when due; and
 - (d) Assign the note and mortgage agreement and other security agreement or other revenue agreement and pledge the revenues and other amounts therefrom to the bondholders, or to a servicer, or a trustee under a Bond Agreement, in order to secure the payment of principal and interest on the Bonds.
2. The aforesaid plan of financing contemplates, and is conditioned upon, the following:
- (a) The Bonds shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation;
 - (b) The Bonds shall not constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers;
 - (c) The Project shall be subject to property taxation in the same amount and to the same extent as though the Project were not financed with industrial development revenue bonds;
 - (d) The Borrower shall find a purchaser for all of the Bonds;
 - (e) All expenses incurred in connection with the transactions contemplated herein, including but not limited to legal fees and Trustee’s fees, in connection with the issuance and sale of the Bonds shall be paid by the Borrower or out of the proceeds of the Bonds, or otherwise, but shall not be the responsibility of the Issuer; and
 - (f) A notice of public hearing required by federal law for purposes of Section 147(f) of the Internal Revenue Code, as amended, shall be published in a newspaper of general circulation in the City of De Pere and a public hearing shall be held to provide interested individuals or parties the opportunity to testify as to the Project and the issuance of the Bonds.

3. The appropriate officers of the Issuer are authorized to negotiate the aforesaid plan of financing, provided that all terms shall be subject to the conditions of this resolution and the provisions

of Section 66.1103 Wisconsin Statutes, and shall not be legally binding upon the Issuer nor be finally implemented unless and until:

(a) The details and mechanics of the same are authorized and approved by a further resolution of the Common Council which shall be solely within the discretion of the Common Council;

(b) The City Clerk shall cause notice of adoption of this Initial Resolution, in the form attached hereto as Exhibit A, to be published once in a newspaper of general circulation in the City of De Pere, and the electors of the City of De Pere shall have been given the opportunity to petition for a referendum on the matter of the aforesaid Bond issue, all as required by law;

(c) Either no such petition shall be timely filed or such petition shall have been filed and said referendum shall have approved the Bond issue;

(d) The City Clerk shall have received an employment impact estimate issued under Section 238.11 of the Wisconsin Statutes;

(e) All documents required to consummate the financing have been duly authorized, executed by the parties and delivered; and

(f) The Issuer and the Borrower have resolved all land use and special use issues with respect to the affected property and the Project.

4. Pursuant to the Act, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby; that the Issuer is not responsible for controlling any part of the project; and further that the Bonds, when issued, will contain such provisions regarding non-discrimination as state law or the Issuer shall require.

5. The City Clerk is directed, following adoption of this Initial Resolution (i) to publish notice of such adoption not less than one time in the official newspaper of the City of De Pere, Wisconsin, such notice to be in substantially the form attached hereto as Exhibit A and (ii) to file a copy of this Initial Resolution, together with a statement indicating the date the Notice to Electors was published, with the Wisconsin Economic Development Corporation within twenty (20) days following the date of publication of such notice.

6. This Initial Resolution is an "initial resolution" within the meaning of the Act and official action toward issuance of the Bonds for purposes of Sections 103 and 144 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Furthermore, it is the reasonable expectation of the Issuer that proceeds of the Bonds may be used to reimburse expenditures made on the Project prior to the issuance of the Bonds. The maximum principal amount of debt expected to be issued for the Project on the date hereof is \$3,000,000. This statement of official intent is made pursuant to Treasury Regulations §1.150-2.

7. This resolution shall be effective for two (2) years after the date it is initially adopted.

Passed and adopted at a regular meeting of the Common Council of the City of De Pere, Wisconsin this 21st day of November, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, City Clerk-Treasurer

Attachment: Reso17-91 (6375 : Resolution 17-91, Initial Resolution Regarding Industrial Development Revenue Bond Financing)

EXHIBIT A**NOTICE TO ELECTORS OF THE CITY OF DE PERE, WISCONSIN**

TAKE NOTICE that the Common Council of the City of De Pere, Wisconsin (the “Issuer”), at a regular meeting held at City Hall, 335 South Broadway, De Pere, Wisconsin, on November 21, 2017, adopted an Initial Resolution pursuant to Section 66.1103 of the Wisconsin Statutes, as amended, expressing the intention to issue not to exceed \$3,000,000 of industrial development revenue bonds of the Issuer (the “Bonds”) on behalf of Midland Plastics, Inc., a Wisconsin corporation, and a related entity, and/or a limited liability entity to be formed (collectively, the “Borrower”). The Borrower desires to complete a project consisting of financing the (i) construction of an approximately 40,200 square foot facility located on American Boulevard in the West Business Park in the City of De Pere, Wisconsin (the “Facility”) to be operated by Midland Plastics, Inc. which specializes in manufacturing custom plastic products, (ii) acquisition and installation of equipment at the Facility, and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”). The Borrower has represented that the net number of full-time equivalent jobs which the Project is expected to create on the Project site within three years is 10.

Pursuant to the terms of Section 66.1103 of the Wisconsin Statutes, all requirements that the Project be subject to the contracting requirements contained in Section 66.1103 are waived, the Borrower having represented that it is able to negotiate satisfactory arrangements for completing the Project and that the Issuer's interests are not prejudiced thereby.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, NOR SHALL THE BONDS GIVE RISE TO ANY PECUNIARY LIABILITY OF THE ISSUER, NOR SHALL THE BONDS BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER. RATHER, THE BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES AND OTHER AMOUNTS TO BE DERIVED PURSUANT TO THE REVENUE AGREEMENT RELATING TO SAID PROJECT TO BE ENTERED INTO BETWEEN THE ISSUER AND THE BORROWER.

The Initial Resolution may be inspected in the office of the City Clerk at 335 South Broadway, De Pere, Wisconsin, during business hours.

TAKE FURTHER NOTICE THAT THE ELECTORS OF THE CITY OF DE PERE MAY PETITION FOR A REFERENDUM ON THE QUESTION OF THE BOND ISSUE. Unless within thirty (30) days from the date of the publication of this Notice a petition signed by not less than five percent (5%) of the registered electors of the City of De Pere is filed with the City Clerk requesting a referendum on the question of the issuance of the Bonds, the Issuer will issue the Bonds without submitting the proposition for the electors' approval. If such petition is filed as aforesaid, then the Bonds shall not be issued until approved by a majority of the electors of the City of De Pere voting thereon at a general or special election.

Shana D. Ledvina, City Clerk-Treasurer
City of De Pere, Wisconsin

CERTIFICATION BY CITY CLERK

I, Shana D. Ledvina, duly sworn, hereby certify that I am the duly qualified and acting City Clerk-Treasurer of the City of De Pere, Wisconsin (the "City"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled: INITIAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR MIDLAND PLASTICS, INC. PROJECT

I hereby further certify as follows:

1. Said Initial Resolution was considered for adoption by the Common Council at a meeting held at City Hall, 335 South Broadway, De Pere, Wisconsin, at ____ p.m. on November 21, 2017. Said meeting was a meeting of the Common Council and was held in open session.

2. Said Initial Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the City.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following alderpersons were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following alderpersons were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Initial Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and after all alderpersons who desired to do so had expressed their views for or against said Initial Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAINED:

_____	_____
_____	_____

Whereupon the meeting chairperson declared said Initial Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on this 21st day of November, 2017.

[SEAL]

Shana D. Ledvina, City Clerk-Treasurer

CITY OF DE PERE

MEMO

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

From: Judith Schmidt-Lehman, City Attorney *J. Schmidt-Lehman*

RE: Industrial Revenue Bond Financing Request of Midland Plastics, Inc.

Date: November 14, 2017

City Clerk-Treasurer Shana Ledvina received a request from Midland Plastics' legal team that the City issue Industrial Development Revenue Bonds (IRB) to assist in the financing for the project. The purpose of this memo is to briefly explain what IRB Financing is under state statute and a brief explanation of the City approval process for issuing the same. Most technical requirements of the process (such as publication requirements and clerk receipt of documents from Developer) are omitted from this memo.

The City is authorized by Wis. Stats. §66.1103 to acquire, construct, equip, reconstruct, improve, maintain, repair, enlarge or remodel industrial projects; to enter into revenue producing agreements for same in order to promote the right to gainful employment, business opportunities and general welfare of its inhabitants; and to preserve and finance costs related to such industrial projects. The City issues the bonds and lends the money to the developer for the project; repayment of the bonds is then made by the developer out of the revenues derived by the project financed by the bonds. The bonds are limited obligations of the City, with payment of principal and interest on the bonds payable solely out of the revenues derived under the project financing agreement. The financing agreement will be in place when the final resolution is approved. IRBs are also not a charge against the City's general credit or taxing powers.

Assuming the Finance/Personnel Committee recommends moving forward with the IRBs, the attached Initial Resolution will go to the Common Council on November 21, 2017. This resolution will also authorize the project to be completed without compliance with public bidding laws since the City will have no element of control over the project. However, non-discrimination requirements in the construction contracts are still required under the language in this initial resolution. I have requested certain language changes to the Initial Resolution submitted on behalf of Midland Plastics, Inc. Hopefully those changes will be incorporated and ready for the November 14, 2017 Committee meeting.

Assuming approval of this resolution on November 21, 2017, the developer and financial institution will negotiate the project financing agreement, which must conform with requirements outlined in the initial resolution. The final bond resolution (also needing council approval) is accomplished after the project financing agreement is agreed upon, and is subject to City approval of the financing documents.

If there are questions regarding this matter, please feel free to call me at 339-4042. Otherwise, I look forward to discussing this issue with you on November 14, 2017.

JSL:amz

Attachment

cc: Lawrence A. Delo, City Administrator
Kimberly T. Flom, Economic Development & Planning Director
Alderpersons Boyd, Hansen, Raasch and Carpenter

H:\azills\Memos\2017\Mayor & F-P-Midland Plastics IRB-11-14-17-194-003-17.docx

Attachment: Mayor&F-P-Midland Plastics IRB-11-14-17-194-003-17 (6375 : Resolution 17-91, Initial Resolution Regarding Industrial Development

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 21, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve funding for repairs to Riverwalk.

We recently determined the underwater wiring at the Riverwalk was damaged. Unfortunately, we do not have information on when it was damaged or how it was damaged. We were able to get two different quotes from a company to replace the wiring. I have included both two quotes. The lowest quote is to replace the wiring as it currently is constructed (\$6,975). The other quote is to replace the underwater wiring in a manner that is more durable (\$17,795).

The current system we have is underwater wiring laid on the bottom of the river channel with pieces of conduit acting as weights to keep it from moving. The alternate system being proposed is to lay heavy conduit the length of the river channel and up both sides so the wiring is protected.

In working with insurance, they are agreeable to covering the loss. However, they have agreed to only pay the lesser amount (\$6,975). Staff is recommending to have the Capital Fund pay the difference to upgrade the underwater wiring system we have. The difference is \$10,820.

ATTACHMENTS:

- Underwater wiring.Option 1 (1) (PDF)
- Underwater wiring.Option 1 (2) (PDF)

2000 Progress Way, Kaukauna, WI 54130
Tel. 920-766-3888 Fax 920-766-0883

November 13, 2017

City of DePere
Eric Allen
925 S Sixth Street
DePere, WI 54115

RE: Existing Draw Bridge Conduit and Wire Installation

Dear Eric:

We are pleased to offer you a quote on the above referenced project. Our price is based on a site visit with yourself along with the following work scope and clarifications:

- Provide and install (2) 4" PVC Conduits across the canal channel. These conduits will rest on the bottom of the channel. They will connect to existing boxes on each side of the channel.
- Provide and install (2) 3/c # 10 Type SOOW cable, (1) 3/c # 6 Type SOOW cable, and (1) 3/c #4 Type SOOW cable in the above referenced PVC conduit. (1) #10; (1) #6 cable will be in one conduit and (1) #10 and (1) #4 cable will be in the second conduit.

This cable is rated for wet location. They are not considered submarine or marine type cable.

- Provide termination and testing

Lump Sum Cost:

\$6975.00

We look forward to the opportunity to work with you on this project. If you have any questions please feel free to call me at 920-462-1443.

Sincerely,

Paul Bohn
Project Manager

Attachment: Underwater wiring.Option 1 (1) (6421 : Approve funding for repairs to Riverwalk.)

2000 Progress Way, Kaukauna, WI 54130
Tel. 920-766-3888 Fax 920-766-0883

November 2, 2017

City of De Pere
Eric Allen
925 S Sixth St
De Pere, WI 54115

RE: Draw Bridge Conduit and Wire Repair Project

Dear Dave:

We are pleased to offer you a quote on the above referenced project. Our price is based on a site visit with yourself along with the following work scope and clarifications:

- Provide and install Qty. 2 – 2 ½" rigid galvanized conduit across the canal channel on the west side of the bridge. These conduits will rest on the bottom of the channel. The top 10' of conduit rising out of the water will be PVC RGC to reduce the possibility of rusting. PVC RGC Hubs will be provided along with an 18x18x6 stainless steel box mounted on the concrete wall approximately 24" above the water line.
- Provide and install RGC from the stainless steel box to the existing box on each side of the bridge.
- Provide and install 2 – 3/c #10 cables and 1 – 3/c #6 cable with exterior jacketed insulation with XHHW-2 conductor insulation in one conduit.
- Provide and install 1 – 3/c #2 cable with EPI CPE exterior jacketed insulation with XHHW-2 conductor insulation in the second conduit.
- This cable is rated for wet location and direct burial. They are not considered submarine or marine type cable.
- Cables to be pulled in conduit prior to dropping in the water.
- Single conductor wire will be used between boxes.
- Work to be completed by the end of November 2017.

Time and Material Not to Exceed

\$17,795.00

We look forward to the opportunity to work with you on this project. If you have any questions please feel free to call me at 920-462-1443.

Sincerely,

Paul Bohn
Project Manager

Attachment: Underwater wiring.Option 1 (2) (6421 : Approve funding for repairs to Riverwalk.)

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

MEETING DATE: November 21, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 11-21-17 VOUCHERS (PDF)

11/14/2017 3:13 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05724 NOV 2017 COUNCIL - 2 11-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6426	ACL I-201710-0	ACL	R	11/21/2017		120.60CR	083688	120.60
7551	AD GREENROOF LLC I-1150	AD GREENROOF LLC	R	11/21/2017		1,060.00CR	083689	1,060.00
2091	AHLBORN EQUIPMENT INC I-211031	AHLBORN EQUIPMENT INC	R	11/21/2017		15.08CR	083690	15.08
0302	AIRGAS USA LLC I-9068968389 I-9069064239	AIRGAS USA LLC AIRGAS USA LLC	R R	11/21/2017 11/21/2017		171.65CR 360.83CR	083691 083691	532.48
5323	ALLIED 100 LLC I-851462	ALLIED 100 LLC	R	11/21/2017		112.00CR	083692	112.00
2878	ARING EQUIPMENT CO INC I-C37356	ARING EQUIPMENT CO INC	R	11/21/2017		1,034.89CR	083693	1,034.89
5604	AURORA BAYCARE MED CTR LLC I-KY056 I-KY062	AURORA BAYCARE MED CTR LLC AURORA BAYCARE MED CTR LLC	R R	11/21/2017 11/21/2017		236.81CR 2,253.18CR	083694 083694	2,489.99
0020	BADGERLAND PRINTING INC I-30395 I-30442 I-30451	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R R	11/21/2017 11/21/2017 11/21/2017		125.00CR 145.00CR 63.00CR	083695 083695 083695	333.00
0023	BATTERIES PLUS LLC I-P118241 I-P93045	BATTERIES PLUS LLC BATTERIES PLUS LLC	R R	11/21/2017 11/21/2017		63.15CR 98.97CR	083696 083696	162.12
0027	BAY TOWEL INC I-2491675 I-2495933 I-2495934 I-2498426 I-2498445	BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC	R R R R R	11/21/2017 11/21/2017 11/21/2017 11/21/2017 11/21/2017		40.39CR 40.39CR 94.33CR 188.84CR 77.52CR	083697 083697 083697 083697 083697	441.47
0028	BAY VERTE MACHINERY INC I-319908-00 I-320549-00	BAY VERTE MACHINERY INC BAY VERTE MACHINERY INC	R R	11/21/2017 11/21/2017		109.98CR 129.99CR	083698 083698	239.97

Attachment: 11-21-17 VOUCHERS (6419 : Voucher Approval.)

11/14/2017 3:13 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 05724 NOV 2017 COUNCIL - 2 11-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0025	BAYCOM INC							
	I-EQUIPINV_010929	BAYCOM INC	R	11/21/2017		198.00CR	083699	
	I-PB655	BAYCOM INC	R	11/21/2017		7,402.14CR	083699	
	I-PB656	BAYCOM INC	R	11/21/2017		6,577.12CR	083699	14,177.26
2970	BELLINHEALTH INC							
	C-CM84	BELLINHEALTH INC	R	11/21/2017		0.89	083700	
	I-MB864	BELLINHEALTH INC	R	11/21/2017		10.18CR	083700	9.29
0038	BROADWAY AUTOMOTIVE INC							
	I-871403P	BROADWAY AUTOMOTIVE INC	R	11/21/2017		367.84CR	083701	367.84
2944	BROWN COUNTY JAIL							
	I-201711147670	BROWN COUNTY JAIL	R	11/21/2017		80.00CR	083702	80.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-35582	BROWN COUNTY PORT SOLID WASTE	R	11/21/2017		22,534.03CR	083703	22,534.03
2984	BROWN COUNTY TREASURER							
	I-2017-00000018	BROWN COUNTY TREASURER	R	11/21/2017		950.00CR	083704	
	I-2017-00000019	BROWN COUNTY TREASURER	R	11/21/2017		1,815.12CR	083704	2,765.12
0536	CDW GOVERNMENT INC							
	I-KQD1493	CDW GOVERNMENT INC	R	11/21/2017		99.85CR	083705	
	I-KQH7825	CDW GOVERNMENT INC	R	11/21/2017		688.65CR	083705	
	I-KRC0942	CDW GOVERNMENT INC	R	11/21/2017		8.19CR	083705	796.69
2708	CLEANING SOLUTION SERVICES INC							
	I-15431	CLEANING SOLUTION SERVICES INC	R	11/21/2017		1,105.24CR	083706	
	I-15436	CLEANING SOLUTION SERVICES INC	R	11/21/2017		1,784.35CR	083706	
	I-15450	CLEANING SOLUTION SERVICES INC	R	11/21/2017		1,416.56CR	083706	4,306.15
7639	CORE & MAIN LP							
	C-H104310	CORE & MAIN LP	R	11/21/2017		200.00	083707	
	I-H947482	CORE & MAIN LP	R	11/21/2017		2,067.36CR	083707	1,867.36
2926	CROSBY HEAVY DUTY WRECKER SERV INC							
	I-9516	CROSBY HEAVY DUTY WRECKER SERV	R	11/21/2017		150.00CR	083708	150.00
0061	CUMMINS NPOWER, LLC							
	I-802-89180	CUMMINS NPOWER, LLC	R	11/21/2017		476.95CR	083709	476.95

Attachment: 11-21-17 VOUCHERS (6419 : Voucher Approval.)

11/14/2017 3:13 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 05724 NOV 2017 COUNCIL - 2 11-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6700	DARLEY CO I-17296939	DARLEY CO	R	11/21/2017		1,499.05CR	083710	1,499.05
6946	DEAN ENTERPRISES LLC I-D-63370 I-D-63767	DEAN ENTERPRISES LLC DEAN ENTERPRISES LLC	R	11/21/2017 11/21/2017		102.25CR 175.00CR	083711 083711	 277.25
0079	DORSCH CORP C-38920 I-10021 I-10957 I-38657 I-38957	DORSCH CORP DORSCH CORP DORSCH CORP DORSCH CORP DORSCH CORP	R	11/21/2017 11/21/2017 11/21/2017 11/21/2017 11/21/2017		144.04 215.45CR 451.26CR 144.04CR 103.45CR	083712 083712 083712 083712 083712	 770.16
6858	DRP REPAIR LLC I-6978	DRP REPAIR LLC	R	11/21/2017		360.00CR	083713	360.00
0086	ERC INC I-ERC-1017-5301	ERC INC	R	11/21/2017		414.00CR	083714	414.00
2627	FESTIVAL FOODS INC I-52030-36	FESTIVAL FOODS INC	R	11/21/2017		9.42CR	083715	9.42
7265	FIRE CATT LLC I-WI-6214	FIRE CATT LLC	R	11/21/2017		4,191.95CR	083716	4,191.95
0200	FIRST SUPPLY LLC I-10845661-00 I-10847678-00	FIRST SUPPLY LLC FIRST SUPPLY LLC	R	11/21/2017 11/21/2017		34.50CR 28.57CR	083717 083717	 63.07
7079	G & O THERMAL SUPPLY COMPANY I-54963	G & O THERMAL SUPPLY COMPANY	R	11/21/2017		173.53CR	083718	173.53
0562	GALLS LLC I-8549298	GALLS LLC	R	11/21/2017		40.45CR	083719	40.45
2544	GLOBAL RECOGNITION INC I-169950 I-169962	GLOBAL RECOGNITION INC GLOBAL RECOGNITION INC	R	11/21/2017 11/21/2017		239.80CR 994.10CR	083720 083720	 1,233.90
5830	GRAEF INC I-95071 I-95073	GRAEF INC GRAEF INC	R	11/21/2017 11/21/2017		1,870.00CR 4,785.00CR	083721 083721	 6,655.00

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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
0116	GRAINGER INC							
	I-9594970049	GRAINGER INC	R	11/21/2017		159.76CR	083722	159.76
0124	GREEN BAY CITY TREASURER							
	I-111087	GREEN BAY CITY TREASURER	R	11/21/2017		36,457.25CR	083723	36,457.25
4902	HALRON LUBRICANTS INC							
	C-960036-00	HALRON LUBRICANTS INC	R	11/21/2017		20.00	083724	
	I-959181-00	HALRON LUBRICANTS INC	R	11/21/2017		535.76CR	083724	515.76
5484	HYDROCORP INC							
	I-44601-IN	HYDROCORP INC	R	11/21/2017		2,876.00CR	083725	
	I-44740-IN	HYDROCORP INC	R	11/21/2017		2,309.00CR	083725	5,185.00
1399	INDOFF INC							
	I-3023169	INDOFF INC	R	11/21/2017		64.63CR	083726	
	I-3023346	INDOFF INC	R	11/21/2017		235.09CR	083726	
	I-3024121	INDOFF INC	R	11/21/2017		426.98CR	083726	
	I-3026990	INDOFF INC	R	11/21/2017		418.49CR	083726	
	I-3028060	INDOFF INC	R	11/21/2017		188.97CR	083726	
	I-3028182	INDOFF INC	R	11/21/2017		259.94CR	083726	
	I-3028685	INDOFF INC	R	11/21/2017		63.90CR	083726	
	I-3030615	INDOFF INC	R	11/21/2017		90.81CR	083726	1,748.81
0567	INDUSTRIAL MARKETING CORP							
	I-41816	INDUSTRIAL MARKETING CORP	R	11/21/2017		484.43CR	083727	484.43
6809	JACK'S MAINTENANCE SERVICE INC.							
	I-40492	JACK'S MAINTENANCE SERVICE INC	R	11/21/2017		420.00CR	083728	420.00
1276	JX ENTERPRISES INC							
	I-1414684P	JX ENTERPRISES INC	R	11/21/2017		126.59CR	083729	
	I-1414698P	JX ENTERPRISES INC	R	11/21/2017		330.19CR	083729	
	I-D-1410145S	JX ENTERPRISES INC	R	11/21/2017		168.96CR	083729	625.74
7662	KNOWBE4							
	I-INV23284	KNOWBE4	R	11/21/2017		1,445.85CR	083730	1,445.85
3140	KUNDINGER FLUID POWER INC							
	I-50457715	KUNDINGER FLUID POWER INC	R	11/21/2017		202.69CR	083731	
	I-50457718	KUNDINGER FLUID POWER INC	R	11/21/2017		40.73CR	083731	243.42

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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
0153	LAFORCE INC							
	I-1048174	LAFORCE INC	R	11/21/2017		160.63CR	083732	160.63
0173	MENARDS INC							
	C-17469	MENARDS INC	R	11/21/2017		42.95	083733	
	I-166932	MENARDS INC	R	11/21/2017		12.97CR	083733	
	I-17463	MENARDS INC	R	11/21/2017		62.47CR	083733	
	I-17471	MENARDS INC	R	11/21/2017		35.96CR	083733	
	I-17528	MENARDS INC	R	11/21/2017		34.29CR	083733	
	I-17667	MENARDS INC	R	11/21/2017		1.93CR	083733	
	I-17688	MENARDS INC	R	11/21/2017		27.98CR	083733	
	I-17691	MENARDS INC	R	11/21/2017		23.85CR	083733	
	I-17817	MENARDS INC	R	11/21/2017		108.76CR	083733	
	I-17843	MENARDS INC	R	11/21/2017		283.82CR	083733	
	I-17884	MENARDS INC	R	11/21/2017		82.63CR	083733	
	I-17886	MENARDS INC	R	11/21/2017		214.94CR	083733	
	I-17901	MENARDS INC	R	11/21/2017		23.35CR	083733	
	I-17946B	MENARDS INC	R	11/21/2017		14.98CR	083733	
	I-17949	MENARDS INC	R	11/21/2017		274.20CR	083733	
	I-17960	MENARDS INC	R	11/21/2017		18.93CR	083733	
	I-18270	MENARDS INC	R	11/21/2017		71.91CR	083733	
	I-18283	MENARDS INC	R	11/21/2017		79.96CR	083733	1,329.98
VOID	VOID CHECK		V	11/21/2017			083734	**VOID**
0176	MID STATE SUPPLY CORP							
	I-4183994	MID STATE SUPPLY CORP	R	11/21/2017		520.67CR	083735	520.67
6555	NES ECOLOGICAL SERVICES							
	I-72942	NES ECOLOGICAL SERVICES	R	11/21/2017		1,050.00CR	083736	1,050.00
0531	NORTHEAST AUTO PARTS INC							
	I-325630	NORTHEAST AUTO PARTS INC	R	11/21/2017		7.99CR	083737	
	I-325684	NORTHEAST AUTO PARTS INC	R	11/21/2017		48.98CR	083737	
	I-325715	NORTHEAST AUTO PARTS INC	R	11/21/2017		6.29CR	083737	
	I-325844	NORTHEAST AUTO PARTS INC	R	11/21/2017		85.50CR	083737	
	I-325969	NORTHEAST AUTO PARTS INC	R	11/21/2017		55.18CR	083737	
	I-326001	NORTHEAST AUTO PARTS INC	R	11/21/2017		3.98CR	083737	
	I-72941	NORTHEAST AUTO PARTS INC	R	11/21/2017		1,500.00CR	083737	1,707.92
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000114273	NORTHEAST WI TECH COLLEGE	R	11/21/2017		1,801.31CR	083738	1,801.31

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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
3250	NORTHERN LAKE SERVICE							
	I-323972	NORTHERN LAKE SERVICE	R	11/21/2017		80.00CR	083739	
	I-324486	NORTHERN LAKE SERVICE	R	11/21/2017		560.00CR	083739	640.00
4245	NOVER ENGELSTEIN & ASSOC, INC.							
	I-M2018	NOVER ENGELSTEIN & ASSOC, INC.	R	11/21/2017		600.00CR	083740	600.00
0187	NSIGHT TELSERVICES							
	I-201711147672	NSIGHT TELSERVICES	R	11/21/2017		64.40CR	083741	64.40
0966	OLD DOMINION BRUSH							
	I-110158-IN	OLD DOMINION BRUSH	R	11/21/2017		102.17CR	083742	102.17
0255	ONE LAW GROUP SC							
	I-406-01M (262)	ONE LAW GROUP SC	R	11/21/2017		105.00CR	083743	105.00
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY2278204	OVERHEAD DOOR CO OF GREEN BAY	R	11/21/2017		686.00CR	083744	686.00
7355	OXFORD IMMUNOTEC							
	I-T 730800	OXFORD IMMUNOTEC	R	11/21/2017		263.75CR	083745	263.75
1331	PACKER FASTENER & SUPPLY INC							
	I-356954	PACKER FASTENER & SUPPLY INC	R	11/21/2017		2.00CR	083746	2.00
4476	PAUL CONWAY SHIELDS CORP							
	I-411681-IN	PAUL CONWAY SHIELDS CORP	R	11/21/2017		134.50CR	083747	134.50
5476	PERSONNEL EVALUATION INC							
	I-25377	PERSONNEL EVALUATION INC	R	11/21/2017		20.00CR	083748	20.00
0208	POMP'S TIRE SERVICE INC							
	I-90042130	POMP'S TIRE SERVICE INC	R	11/21/2017		463.77CR	083749	
	I-90043806	POMP'S TIRE SERVICE INC	R	11/21/2017		98.45CR	083749	562.22
1246	PREVEA HEALTH							
	I-112175	PREVEA HEALTH	R	11/21/2017		27.75CR	083750	
	I-112715	PREVEA HEALTH	R	11/21/2017		64.05CR	083750	91.80
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-531253	PROFESSIONAL SERVICE INDUSTRIES	R	11/21/2017		2,543.50CR	083751	2,543.50

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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
1359	RAY O'HERRON CO INC I-1752321-IN	RAY O'HERRON CO INC	R	11/21/2017		88.72CR	083752	88.72
6948	RAY'S TIRE I-3-46947	RAY'S TIRE	R	11/21/2017		410.24CR	083753	410.24
0158	ROBERT E LEE & ASSOCIATES INC I-72967	ROBERT E LEE & ASSOCIATES INC	R	11/21/2017		437.12CR	083754	437.12
1890	S I METALS AND SUPPLY I-203175	S I METALS AND SUPPLY	R	11/21/2017		1,135.00CR	083755	1,135.00
0501	SAINT MARY'S HOSPITAL I-21289	SAINT MARY'S HOSPITAL	R	11/21/2017		2.83CR	083756	2.83
0235	SAINT VINCENT HOSPITAL I-201711147674 I-46836	SAINT VINCENT HOSPITAL SAINT VINCENT HOSPITAL	R R	11/21/2017 11/21/2017		139.50CR 28.88CR	083757 083757	 168.38
4875	SANOFI PASTEUR I-909364641	SANOFI PASTEUR	R	11/21/2017		132.64CR	083758	132.64
0999	STAPLES ADVANTAGE I-3357130483 I-3357130484	STAPLES ADVANTAGE STAPLES ADVANTAGE	R R	11/21/2017 11/21/2017		86.38CR 13.21CR	083759 083759	 99.59
0267	TRAFFIC & PARKING CONTROL INC I-I582636	TRAFFIC & PARKING CONTROL INC	R	11/21/2017		543.60CR	083760	543.60
7309	TRILLIUM CNG I-1711022124	TRILLIUM CNG	R	11/21/2017		2,982.26CR	083761	2,982.26
6782	TRUCK COUNTRY OF WISC I-R202102743:01	TRUCK COUNTRY OF WISC	R	11/21/2017		1,303.60CR	083762	1,303.60
0417	TWEET GAROT MECHANICAL INC I-53536	TWEET GAROT MECHANICAL INC	R	11/21/2017		379.50CR	083763	379.50
0272	UNIFORM SHOPPE INC I-271038 I-271346 I-271360 I-271369 I-271427 I-271433	UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R R R R R R	11/21/2017 11/21/2017 11/21/2017 11/21/2017 11/21/2017 11/21/2017		25.90CR 157.40CR 85.85CR 29.90CR 471.80CR 90.90CR	083764 083764 083764 083764 083764 083764	 861.75

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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
7015	US BANK EQUIPMENT FINANCE							
	I-343223640	US BANK EQUIPMENT FINANCE	R	11/21/2017		207.50CR	083765	207.50
0277	VAN'S FIRE & SAFETY INC							
	I-4104253	VAN'S FIRE & SAFETY INC	R	11/21/2017		268.68CR	083766	
	I-4104254	VAN'S FIRE & SAFETY INC	R	11/21/2017		25.00CR	083766	293.68
3707	VIKING ELECTRIC SUPPLY							
	I-S000916766.002	VIKING ELECTRIC SUPPLY	R	11/21/2017		415.15CR	083767	
	I-S000916766.003	VIKING ELECTRIC SUPPLY	R	11/21/2017		197.68CR	083767	
	I-S000916956.001	VIKING ELECTRIC SUPPLY	R	11/21/2017		59.37CR	083767	
	I-S000953730.001	VIKING ELECTRIC SUPPLY	R	11/21/2017		478.80CR	083767	
	I-S000974173.001	VIKING ELECTRIC SUPPLY	R	11/21/2017		68.10CR	083767	1,219.10
7324	WAUKESHA COUNTY TECH COLLEGE							
	I-D0653959	WAUKESHA COUNTY TECH COLLEGE	R	11/21/2017		30.94CR	083768	30.94
0282	WESCO DISTRIBUTION INC							
	I-30309	WESCO DISTRIBUTION INC	R	11/21/2017		56.41CR	083769	56.41
2645	WI DEPT OF JUSTICE							
	I-201711147673	WI DEPT OF JUSTICE	R	11/21/2017		77.00CR	083770	77.00
7350	WI MEDIA							
	I-1052401	WI MEDIA	R	11/21/2017		792.82CR	083771	792.82
6887	WILLIAMS AUTO BODY SHOP INC.							
	I-RO #13993	WILLIAMS AUTO BODY SHOP INC.	R	11/21/2017		1,309.48CR	083772	1,309.48

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	84	0.00	141,964.10	141,964.10
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:	85	0.00	141,964.10	141,964.10

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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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
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	11/2017	120,414.22CR
201	11/2017	698.41CR
210	11/2017	1,870.00CR
405	11/2017	4,395.33CR
460	11/2017	1,487.12CR
601	11/2017	8,758.40CR
650	11/2017	4,340.62CR
=====		
ALL		141,964.10CR

Attachment: 11-21-17 VOUCHERS (6419 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 21, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 11-21-17 (PDF)

CITY OF DE PERE
License Committee - November 21, 2017

Previously Tabled Operator License Applications	
1	BIELSKI, ASHLEY M.
2	UPTHEGROVE, DONNA L.

New Operator License Applications	
1	BEINING, DANIELLE M.
2	DAL SANTO, NICOLE S.
3	VAUGHAN, WAYNE A.