



Common Council

Regular Meeting

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

Agenda

Tuesday, November 15, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **November 15, 2016** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

This meeting can be viewed LIVE on TW Cable Channel 4; AT&T U-verse Channel 99; www.depere.tv. This meeting is also rebroadcast on TV throughout the week and available on demand at www.depere.tv.

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the November 1, 2016 Common Council Meeting.
4. Public Hearing on the proposed Budget for calendar year 2017.
 - A. Presentation of 2017 Budget.
 - B. Notice of Public Hearing.
 - C. Approval of proposed 2017 Budget.
 - D. Resolution 16-111, Adoption of Tax Levy for City Purposes to Support the 2017 City Budget.
5. Public Hearing on the Rezoning of Parcel WD-445 (726 Main AV) from R-2 (Single and Two-Family Residence District) to B-3 (Motor Vehicle Dependent Business District).
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #16-25 Rezoning Certain Property (Parcel WD-445)
6. Public Hearing on the right-of-way vacation for a part of a railroad spur near Fortune Avenue.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #16-104, Regarding the Vacation of a Portion of a Public Thoroughfare (Railroad Spur 500 Block of Fortune Avenue).
7. Public Hearing on the right-of-way vacation for a part of Richco Road.

- A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #16-105, Regarding the Vacation of a Portion of a Public Thoroughfare (2100 Block of Richco Road).
- 8. Public comment upon matters not on the agenda or other announcements.
 - 9. Recommendation from the License Committee on an Application for a "Class A" Cider License for Voyageur Shell, LLC (DBA GCS Landing), 1063 N. Broadway St. Submitted by Voyageur Shell, LLC, Agent: Jacob Peter Anderson, 1570 Waterford Ct., Green Bay, WI.
 - 10. Recommendation from the License Committee on an Application for a "Class A" Cider License for De Pere Shell, Inc. (DBA De Pere Shell), 841 Main Av. Submitted by De Pere Shell, Inc., Agent: Michael Schilawski, 2789 W. Kenlar Ci, Green Bay, WI.
 - 11. Recommendation from the Board of Park Commissioners to request Brown County maintain the Fox River Trail for 12 months including snow removal.
 - 12. Recommendation from the Board of Park Commissioners to approve Pink Flamingo Donation of \$1,000 for concrete dugouts.
 - 13. Recommendation from the Board of Park Commissioners to consider replacing the two existing pools with one aquatic center with the location to be determined at a future time.
 - 14. Recommendation from the Board of Park Commissioners to approve request for fundraising efforts to improve Southwest Park Playground.
 - 15. Recommendation from the Board of Public Works to Not Repair the City Fountain located at Broadway and James Streets.
 - 16. Ordinance #16-26 Amending Sec. 8-22 De Pere Municipal Code Regarding Snow Removal
 - 17. Ordinance #16-27 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations
 - 18. Resolution #16-112, Authorizing Termination of 2016 & 2017 Agreement With Aging & Disability Resource Center of Brown County, Inc. and Approving 2017 Agreement (Nutrition Program).
 - 19. Resolution #16-113, Authorizing Seventh Amendment to Lease Agreement Between the City of De Pere and Humana Insurance Company.
 - 20. Resolution #16-114, Authorizing Amendment to Boat Launch Fees.
 - 21. Resolution #16-115, Authorizing Street Name Change (Innovation Court to Innovation Drive).
 - 22. Resolution #16-116, Authorizing Partial Release of Utility Easement (East Matthew Drive).
 - 23. Resolution #16-117, Authorizing First Amendment to Lease Agreement with T-Mobile Central LLC (Merrill Street Tower).
 - 24. Resolution #16-118, Authorizing Agreement with Schenck, S.C. (Sewer Utility Rate Study).

25. Recommendation of Bi-weekly Stipend for Interim Fire Chief
26. Approve expense of \$3,150 for asbestos removal at Fairgrounds House.
27. Re-Appointment to the Redevelopment Authority by Mayor Walsh.
28. Voucher Approval.
29. Operator License Applications.
30. Future agenda items.
31. 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
Bjorn Berg, Kwik Trip Inc.
Jared Schmidt, Robert E. Lee Inc.
Mary Meyer
Dave VandeHei, Pink Flamingo
Corey Greene Humana
Devon Christianson, Brown County ADRC
Matt Kriese, Brown County Parks
Jacob Peter Anderson

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

MEETING DATE: November 15, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the November 1, 2016 Common Council Meeting.

ATTACHMENTS:

- 11-01-16 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, November 1, 2016

7:30 PM

De Pere City Hall Council Chambers

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

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Alderman	Present
Dan Carpenter	Alderman	Present
Scott Crevier	Alderman	Present
Michael Donovan	Alderman	Present
Ryan Jennings	Alderman	Present
Larry Lueck	Alderman	Present
Dean Raasch	Alderman	Present
Lisa Rafferty	Alderman	Present

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the October 18, 2016 Common Council Meeting.

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

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

Tina Quigley, the new director of Definitely De Pere, was present at the meeting and introduced herself to the Common Council.

5. Recommendation from the License Committee on an Application for a Class "B" Beer and "Class B" Liquor License for Virgola Green Bay, LLC (DBA Virgola), 115 N. Broadway St. Submitted by Virgola Green Bay, LLC, Agent: Jonathan J. Korte, 3701 Delahaut St, Green Bay, WI.

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

6. Recommendation from the License Committee on a Renewal 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, 1403 Quinnette Ln, De Pere, WI.

Attachment: 11-01-16 Common Council Minutes (5275 : Approval of the Minutes of the November 1, 2016 Common Council Meeting.)

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

7. Consideration of Ordinance Changes to Historic Preservation Ordinance (referred back to staff).

Kim Flom, Economic Development and Planning Director, briefly reviewed the ordinances. She announced that interested parties were not contacted about the ordinances. Mayor Walsh recommended tabling the ordinances for this reason and bringing them back at a later date so that interested parties could be properly notified. Alderperson Boyd moved, seconded by Alderperson Lueck to table the ordinances. City Administrator Larry Delo mentioned that the second meeting in November will have a large agenda, and that the Council might want to consider moving these ordinances to the first meeting in December.

Alderperson Donovan moved, seconded by Alderperson Raasch to reconsider the motion to table the ordinances. Upon vote, motion carried unanimously.

Alderperson Lueck moved, seconded by Alderperson Boyd to refer the ordinances back to staff. Upon vote, motion carried unanimously.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

A. Ordinance #16-23A, Amending Various Provisions of Chapter 38 De Pere Municipal Code Regarding Historic Preservation in Compliance with 2015 Wisconsin Act 176.

B. Ordinance #16-23B, Amending Various Provisions of Chapter 38 De Pere Municipal Code Regarding Historic Preservation for Continued Certified Local Government Status.

C. Ordinance #16-23B2.0, Amending Various Provisions of Chapter 38 De Pere Municipal Code Regarding Historic Preservation In Compliance With 2015 Wisconsin Act 176 and for Continued Certified Local Government Status.

8. Resolution #16-110, Adopting Operating Plan for City of De Pere Business Improvement District #1 (Business Improvement District 2017 Operating Plan - Year Three).

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

9. Voucher Approval.

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

10. Operator License Applications.

CITY OF DE PERE - November 1, 2016					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	MEYER, JODI A.	1785 GRANT ST #12	DE PERE	WI	54115
2	SCHWARTZ, CHOYA R.	3146 SHAWANO AV	GREEN BAY	WI	54313
3	STIEGLITZ-VAN VONDEREN, SADIE B.	525 S. HURON RD	GREEN BAY	WI	54311
4	TINGLE, JENNIFER L.	240 1/2 FRANK ST	OCONTO	WI	54153
New Operator License Applications for the 2016-2018 Licensing Period					
1	CUNNINGHAM, BRIAN J.	626 N. MICHIGAN ST	DE PERE	WI	54115
2	JACKSON, GEORGE B.	324 ALLARD ST	DE PERE	WI	54115
3	KUROWSKI-BELLEAU, THEODORE M.	W 1472 TALL FEATHER WAY	SEYMOUR	WI	54165
4	PRANKE, CRYSTAL E.	2064 TERRY LN	DE PERE	WI	54115
5	ROBINSON, HEATHER R.	1269 VANDERBRAAK ST	GREEN BAY	WI	54302
6	SCHILAWSKI, MICHAEL J.	2789 W. KENLARC	SUAMICO	WI	54313
7	WALSH, KERRI L.	255 N. TENTH ST #222	DE PERE	WI	54115
8	WALTER, AMANDA A.	1296 CROWN CT	DE PERE	WI	54115

Aldersperson Raasch moved, seconded by Aldersperson Boyd to approve Previously Tabled Operator License Applications #1 and 4, deny Previously Tabled Operator License Application #3, and to table Previously Tabled Operator License Application #2. Upon vote, motion carried unanimously.

Aldersperson Raasch moved, seconded by Aldersperson Carpenter to approve Operator License Applications #3 and 5-8 and to table Operator License Applications # 1, 2, and 4. Upon vote, motion carried unanimously.

11. Future agenda items. None.

12. Adjournment. Aldersperson Boyd moved, seconded by Aldersperson Carpenter to adjourn the meeting at 7:49 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 15, 2016

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution 16-111, Adoption of Tax Levy for City Purposes to Support the 2017 City Budget.

ATTACHMENTS:

- 2017 Tax Levy Resolution (2) (DOC)
- 2017 Budget Hearing Publication (XLSX)

RESOLUTION #16-111

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2017 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2017 City Budget; and

WHEREAS, a public hearing regarding proposed 2017 City Budget was held on November 15, 2016; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2017 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the De Pere Common Council hereby approves the 2017 Budget as presented; further the Common Council adopts a total 2016 property tax levy to support the City's 2017 Budget and that this levy be further apportioned according to the following: General Fund (\$8,040,775); Debt Service (\$2,174,850); Capital Projects (\$1,741,276); and Local Levy TID Districts (\$991,732).

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

2017 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 2017 on Tuesday, November 15, 2016, 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 October 31st, 2016 and will be open for public inspection during regular office hours. A summary of the proposed budget is published herewith.

Dated this 31st day of October, 2016
Shana Ledvina - City Clerk- Treasurer City of De Pere, Wisconsin

<u>GENERAL FUND</u>	<u>2015 ACTUAL</u>	<u>2016 ESTIMATED</u>	<u>2016 ADOPTED BUDGET</u>	<u>2017 PROPOSED BUDGET</u>	<u>PERCENT CHANGE</u>
<u>REVENUES</u>					
Taxes (other than property)	\$544,995	\$526,411	\$529,820	\$566,920	
Public Improvements	\$13,129	\$35,000	\$15,000	\$35,000	
Intergovernmental	\$2,986,084	\$2,975,814	\$3,020,256	\$2,905,866	
Licenses and Permits	\$582,954	\$573,622	\$573,020	\$566,265	
Fines, Forfeitures & Penalties	\$190,859	\$204,000	\$217,500	\$327,000	
Public Charges for Services	\$1,431,182	\$1,702,510	\$1,618,350	\$1,850,383	
Intergovernmental Charges for Services	\$1,296,225	\$1,122,140	\$1,299,640	\$1,086,240	
Miscellaneous	\$344,679	\$205,779	\$199,100	\$234,400	
Fund Balance Applied	\$0	\$0	\$0	\$0	
Transfers from Other Funds	\$1,048,500	\$1,295,500	\$1,295,500	\$1,343,400	
TOTAL GENERAL FUND REVENUES	\$8,438,607	\$8,640,776	\$8,768,186	\$8,915,474	1.68%
<u>EXPENDITURES</u>					
General Government	\$1,390,778	\$1,434,320	\$1,488,074	\$1,419,098	
Other General Government	\$221,768	\$385,990	\$385,990	\$282,405	
Public Safety	\$8,170,783	\$8,370,648	\$8,522,683	\$9,013,823	
Public Works	\$2,284,695	\$2,464,321	\$2,400,020	\$2,424,906	
Solid Waste & Recycling	\$689,701	\$621,469	\$639,605	\$626,928	
Health & Social Services	\$483,832	\$486,183	\$516,265	\$513,033	

Culture, Recreation & Education	\$1,989,811	\$1,971,548	\$2,095,618	\$2,116,504	
Conservation & Development	\$312,864	\$244,691	\$272,378	\$274,547	
Capital Outlay	\$655,369	\$384,753	\$418,233	\$285,005	
Contingency Fund	\$0	\$0	\$0	\$0	
Transfer to Other Funds	\$0	\$0	\$0	\$0	
TOTAL GENERAL EXPENDITURES	\$16,199,601	\$16,363,923	\$16,738,866	\$16,956,249	1.30%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(\$7,760,994)	(\$7,723,147)	(\$7,970,680)	(\$8,040,775)	0.88%
General Fund Property Tax Levy	\$7,903,917	\$7,970,680	\$7,970,680	\$8,040,775	0.88%
GENERAL FUND SURPLUS (DEFICIT)	\$142,923	\$247,533	\$0	\$0	
<u>SPECIAL REVENUE FUNDS</u>					
Revenues	\$253,617	\$253,500	\$253,500	\$264,500	4.34%
Expenditures	(\$513,379)	(\$601,598)	(\$506,453)	(\$534,289)	5.50%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(\$259,762)	(\$348,098)	(\$252,953)	(\$269,789)	-6.66%
SPECIAL REVENUE FUND PROPERTY TAX	\$0	\$0	\$0	\$0	
SPECIAL REVENUE FUND SURPLUS (DEFICIT)	(\$259,762)	(\$348,098)	(\$252,953)	(\$269,789)	
<u>DEBT SERVICE FUND</u>					
Revenues	\$6,742,816	\$3,520,553	\$3,520,553	\$3,486,170	-0.98%
Expenditures	(\$8,557,506)	(\$5,557,866)	(\$5,557,866)	(\$5,661,020)	1.86%
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	(\$1,814,690)	(\$2,037,313)	(\$2,037,313)	(\$2,174,850)	6.75%
Debt Service Fund Property Tax Levy	\$1,657,282	\$1,837,313	\$1,837,313	\$2,174,850	18.37%
Debt Service Fund Surplus (Deficit)	(\$157,408)	(\$200,000)	(\$200,000)	\$0	

CAPITAL PROJECTS FUNDS

Revenues	\$8,709,168	\$2,354,344	\$2,354,344	\$6,086,240	158.51%
Expenditures	(\$10,265,031)	(\$4,095,620)	(\$4,095,620)	(\$7,827,516)	91.12%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(\$1,555,863)	(\$1,741,276)	(\$1,741,276)	(\$1,741,276)	0.00%
CAPITAL PROJECTS FUNDS PROPERTY TAX LEVY	\$1,641,276	\$1,741,276	\$1,741,276	\$1,741,276	0.00%
CAPITAL PROJECTS SURPLUS (DEFICIT)	\$85,413	\$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, 2016	\$5,876,892	\$1,193,405	\$629,584	\$2,845,835	\$47,426,741
Projected December 31, 2016	\$6,124,425	\$845,307	\$429,584	\$2,845,835	\$47,301,056

CITY PROPERTY TAX LEVY

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Percent Change</u>
<u>General Fund</u>	\$7,903,917	\$7,970,680	\$8,040,775	0.88%
<u>Debt Service Fund</u>	\$1,657,282	\$1,837,313	\$2,174,850	18.37%
<u>Capital Projects Fund</u>	\$1,641,276	\$1,741,276	\$1,741,276	0.00%
<u>TOTAL TAX LEVY</u>	\$11,202,475	\$11,549,269	\$11,956,901	3.53%

CITY TAX RATES

<u>(PER \$1,000 ASSESSED VALUE)</u>	<u>\$6.53</u>	<u>\$6.67</u>	<u>\$6.74</u>	0.94%
<u>(PER \$1,000 EQUALIZED VALUE)</u>	<u>\$6.53</u>	<u>\$6.54</u>	<u>\$6.69</u>	2.36%

	<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>\$831,489</u>	<u>\$860,990</u>	<u>\$860,990</u>	<u>\$991,732</u>	15.19%

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Ordinance #16-25 Rezoning Certain Property (Parcel WD-445)

On November 1, 2016 the Plan Commission recommended approval of the above referenced rezoning request with a vote of 5-0.

ATTACHMENTS:

- Ord16-25 (DOCX)
- Public Hearing Notice-Kwik Trip Rezone (DOCX)
- Report to Plan Commission - Kwik Trip (DOCX)
- Application Form (PDF)
- Zoning Map (PDF)

ORDINANCE #16-25
REZONING CERTAIN PROPERTY
(Parcel WD-445)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 15th day of November, 2016 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property:

Parcel WD-445 (726 Main Ave,)

De Pere Company's Addition, Lots 25, 27, 29 & 31, except the west 4 feet of Lot 31, Block 16.

shall be and the same is hereby rezoned from the present zoning classification of R-2, Single and Two-family Residence District, to B-3, Motor Vehicle Dependent Business District, as set forth in and regulated by the provisions of §14-45 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Ordinance #16-25

Page 2 of 2

Section 4. That this ordinance shall take effect upon its passage and publication according to law.

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 11/1/16

Publication Date: _____

Effective Date: _____

Attachment: Ord16-25 (5223 : Ordinance #16-25 Rezoning Certain Property)

Publish: October 31 and November 7, 2016 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, November 15, 2016** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the rezone request for the following properties:

Rezoning of Parcel WD-445 (726 Main AV) from R-2 (Single and Two-Family Residence District) to B-3 (Motor Vehicle Dependent Business District).

A map of the proposed rezoning is available at the City of De Pere Planning Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 31st day of October, 2016.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

Attachment: Public Hearing Notice-Kwik Trip Rezone (5223 : Ordinance #16-25 Rezoning Certain Property)

Item XX: Recommendation regarding a rezoning request from R-2 to B-3 at 726 Main Avenue (Parcel WD-445). Submitted by Kwik Trip INC.*

SITE MAP



REQUESTED ACTION: Rezoning Request.

Rezone four parcels from R-2 (Single and Two-family Residence District) to B-3 (Motor Vehicle Dependent Business District) for future business development or expansion.

COMMON DESCRIPTION: One parcel of land located northeast from the intersection of Main Avenue and 8th Street. The address is 726 Main Avenue.

PARCEL NUMBERS: WD-445

EXISTING ZONING:	R-2 (Single and Two-family Residence District)
PROPOSED ZONING:	B-3 (Motor Vehicle Dependent Business District)
SURROUNDING LAND USES:	Motor vehicle dependent business to the west. Business across the street to the south. Residential to the north and east.
COMPREHENSIVE PLAN:	Commercial redevelopment along Main Avenue on subject property, as well as to the east and west. Commercial to the south. Residential to the north.
APPLICANT NAME:	Bjorn Berg, Project Manager for Kwik Trip INC., property owner 1626 Oak Street La Crosse, WI 54602
SITE HISTORY:	The subject property has been vacant of structures, less a driveway, for over 10 years. Prior development was a residential structure. The land is now owned by the adjacent property owner of the Kwik Trip Express gas station and convenience store. The rezoning is proposed to allow for either future development or for future expansion of the convenience store and parking areas. The parcel will likely be combined with a similar zoned parcel to the west in the near future if rezoning is successful. In order to establish the same zoning categories as property to the west, the B-3 zone is proposed.
REVIEW:	When reviewing a rezoning request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses and desired development patterns. The proposed rezoning complies with proposed uses in the Comprehensive Plan and surrounding land uses. Although there are some residential uses to the east, etc., the City Comprehensive Plan indicates that Main Avenue is proposed to be a commercial redevelopment corridor. For rezoning applications, the Plan Commission provides a recommendation to the Common Council. A public hearing will be held at the Council meeting prior to review of the rezoning by the Common Council.
STAFF RECOMMENDATION:	Staff recommends APPROVAL of the rezoning request subject to the following: 1. Meet all state and local regulations.



CITY OF DE PERE

APPLICATION FOR
REZONING

Fee: \$ 290.00

Receipt #: 116158

Date: 9-28-16

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Kwik Trip Inc.	Authorized Representative Bjorn Berg	Title Project Manager	
Mailing Address 1626 Oak Street	City La Crosse	State WI	ZIP Code 54602
Email Address bberg@kwiktrip.com	Phone Number (incl. area code) 608-791-4343	Fax Number (incl. area code) 608-781-8960	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 726 Main Avenue, Lots 25,27,29,&31 Block 16, Brown County, De Pere, WI	Parcel Number(s): WD-445
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SECTION 4: Proposed Rezoning Use

Existing Zoning:	R-2 Residential		
Proposed Zoning:	B-3 Highway Use		
Adjacent Zoning: North R-2 Residential	Adjacent Zoning: South B-2 General Business	Adjacent Zoning: West B-3 Highway Use	Adjacent Zoning: East R-2 Residential
Present Use of Parcel	Vacant Land		
Proposed Use of Parcel	Vacant Land		

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

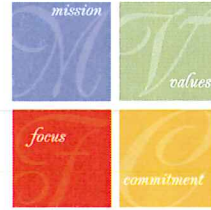
Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) Bjorn A Berg	Title Project Manager	Phone Number 608-791-4343
Signature of Applicant 		Date Signed 09/21/2016

Attach additional sheets if necessary.

1626 Oak St. • P.O. Box 2107 • La Crosse, WI 54602-2107
Phone 608-781-8988 • Fax 608-781-8960 • www.kwiktrip.com

Kwik Trip, Inc.



The City of De Pere
Kim Flom
Planning Division
335 S. Broadway Street
De Pere, WI 54115

September 26th, 2016

This letter is intended to accompany our application to the City of De Pere for the review of our request to rezone the vacant lot (726 Main Ave) that is adjacent to our Kwik Trip Express Convenience Store at 746 Main Ave in the City of De Pere.

Kwik Trip would be happy to provide any additional information or answer any questions or concerns the City of De Pere may have with our rezoning submittal. Please feel free to give me a call if needed.

Sincerely,

Bjorn Berg
Kwik Trip, Inc - Store Engineering
Project Manager
608-791-4343
bberg@kwiktrip.com

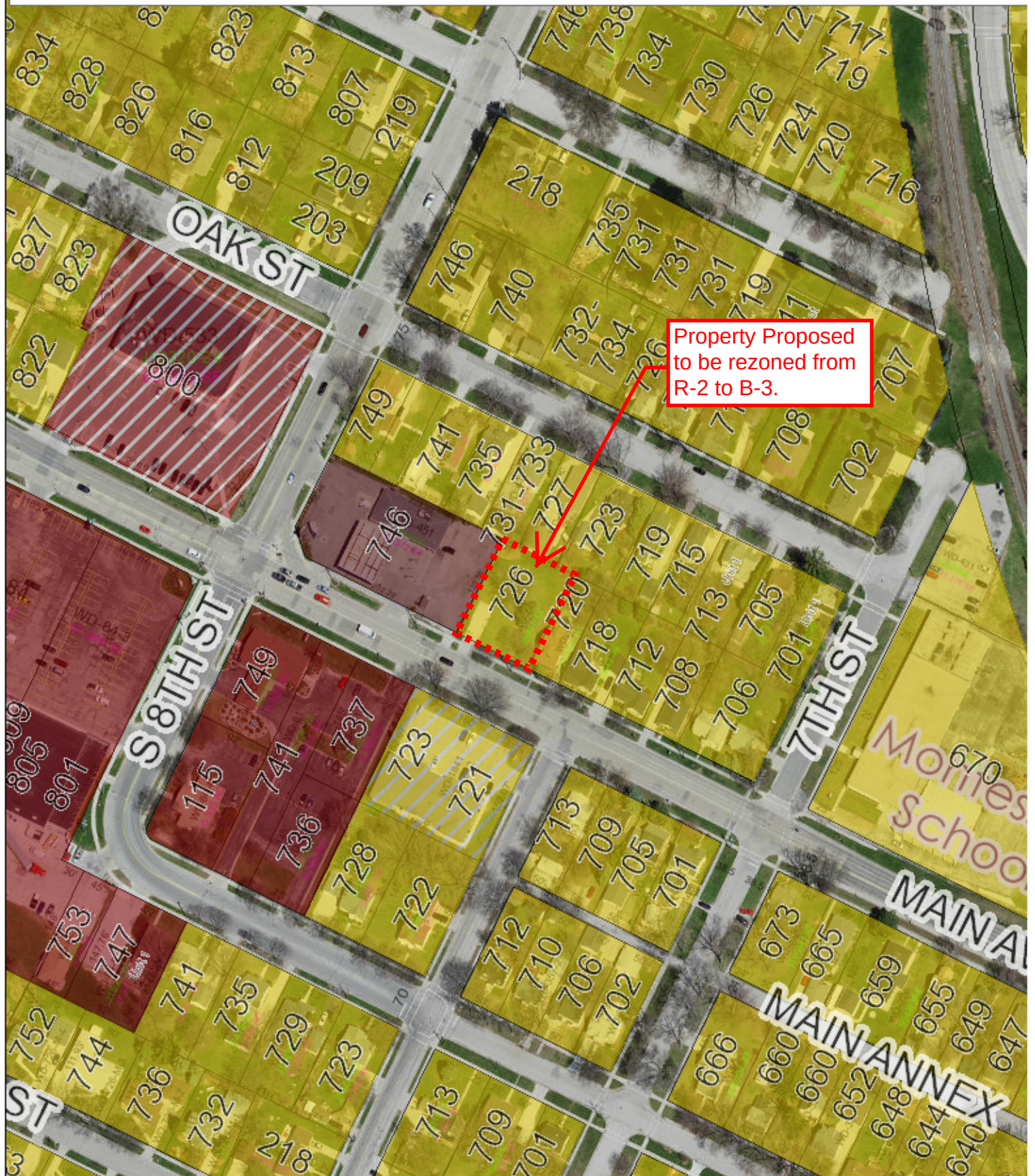
WD-445
Combine after approval
Matches
Blight



Our Mission: "To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life."

Kwik Trip & Kwik Star Stores • Tobacco Outlet Plus • Convenience Transportation, LLC • Hearty Platter Restaurants & Cafés

Proposed Rezoning from R-2 to B-3 at 726 Main AV (WD-445)



Attachment: Zoning Map (5223 : Ordinance #16-25 Rezoning Certain Property)



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



10/13/2016

Packet Pg. 21

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Resolution #16-104, Regarding the Vacation of a Portion of a Public Thoroughfare (Railroad Spur 500 Block of Fortune Avenue).

On September 26, 2016 the Plan Commission recommended, by a vote of 6-0, that the proposed Right-Of-Way Vacation in the City of De Pere be approved.

On October 4, 2016, the Common Council approved the first of two readings of the proposed Right-Of-Way vacation.

ATTACHMENTS:

- Reso16-104 (DOCX)
- Exhibits A-B Vacation of RR Spur (PDF)
- Public Hearing Notice - vacate RR Spur (DOCX)
- Mayor & CC- vacation- Rail Right-of-Way 10-4-16 (DOCX)
- Right-Of-Way Vacation (Spur) - City of De Pere - Plan Commission Report FINAL (DOCX)
- Legal Description and Map for Railroad Spur Vacation (PDF)

RESOLUTION #16-104

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Railroad Spur 500 Block of Fortune Avenue)

WHEREAS, the Common Council of the City of De Pere has initiated the vacation and discontinuance of a portion of a public thoroughfare in accordance with the requirements of Wis. Stats. §66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of such right-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on November 15, 2016 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The portion of the 500 Block of Fortune Avenue, which contains a railroad spur located northeast from the Fortune Avenue and American Boulevard intersection, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described on Exhibit A, attached hereto and incorporated by reference herein, be and the same is hereby wholly vacated and discontinued as a public thoroughfare. Said public right-of-way to be vacated is shown on the scale map attached hereto and incorporated by reference herein as Exhibit B.

Section 2. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the legal description and map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this Resolution.

Resolution #16-104
Page 2 of 2

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 4th day of October, 2016.

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-104 (5282 : Reso #16-104, Regarding the Vacation of a Portion Public Thoroughfare-RR Spur-500 Blk Fortune Av)

VACATION OF RAILROAD SPUR
LEGAL DESCRIPTION

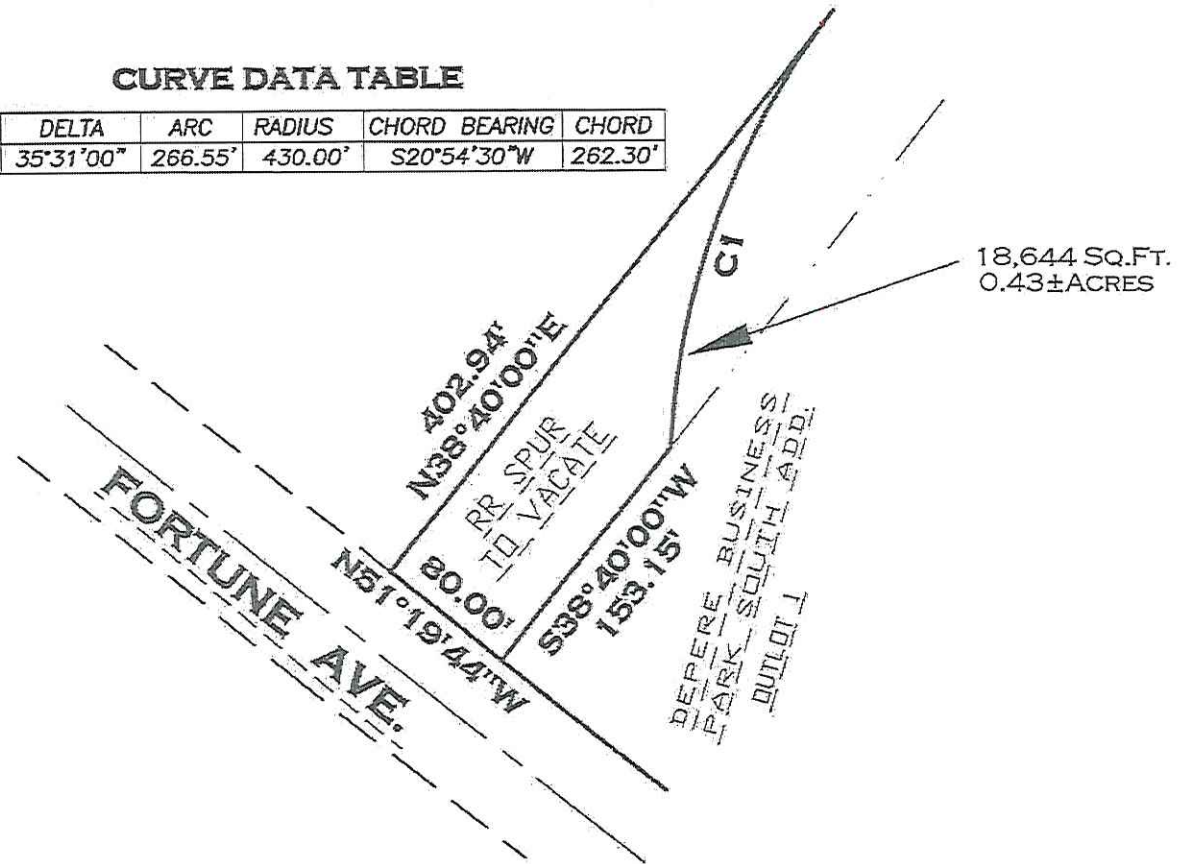
Part of Outlot 1 of Volume 61 of Certified Survey Maps, Page 345, Map Number 8696, Document Number 2753578, being a part of De Pere Business Park South Addition being a part of a "Dedicated to the Public - Railroad Spur being located in part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, T23N, R20E, City of De Pere, Brown County, Wisconsin described as follows:

Beginning at the Southwest corner of Outlot 1, De Pere Business Park South Addition;
thence N51°19'44"W, 80.00 feet on the northerly right of way of Fortune Ave. to the westerly line of said railroad spur;
thence N38°40'00"E, 402.94 feet on said westerly right of way;
thence 266.55 feet on the arc of a 430.00 foot radius curve to the left, having a long chord that bears S20°54'30"W, 262.30 feet to the westerly line of said Outlot 1;
thence S38°40'00"W, 153.15 feet on said westerly line to the POINT OF BEGINNING.

Said area to vacate contains 18,644 square feet or 0.43 acres of land more or less.

CURVE DATA TABLE

CURVE	DELTA	ARC	RADIUS	CHORD BEARING	CHORD
C1	35°31'00"	266.55'	430.00'	S20°54'30"W	262.30'



Publish: October 24th, October 31st, and November 7th, 2016 in the Press Gazette (Class 3 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, November 15, 2016** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a right-of-way vacation for a part of a railroad spur near Fortune Avenue as described as:

Part of De Pere Business Park South Addition being a part of a "Dedicated to the Public - Railroad Spur being located in part of the Northeast ¼ of the Northwest ¼ of Section 32, T23N, R20E, City of De Pere, Brown County, Wisconsin described as follows:

Beginning at the Southwest corner of Outlot 1, De Pere Business Park South Addition; thence N51°19'44"W, 80.00 feet on the northerly right of way of Fortune Ave. to the westerly line of said railroad spur; thence N38°40'00"E, 402.94 feet on said westerly right of way; thence 266.55 feet on the arc of a 430.00 foot radius curve to the left, having a long chord that bears S20°54'30"W, 262.30 feet to the westerly line of said Outlot 1; thence S38°40'00"W, 153.15 feet on said westerly line to the POINT OF BEGINNING.

Said area to vacate contains 18,644 square feet or 0.43 acres of land more or less.

A map and detailed description of the proposed vacation is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 24th day of October, 2016.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

CITY OF DE PERE**MEMO**

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Resolution 16-104 Vacating a Portion of Railroad Right-of-Way
Date: October 4, 2016

The statutory process for the City to initiate a right-of-way vacation is a bit out of the ordinary. Since the City Council does not often vacate right-of-way, I thought I would send along this memo to explain the process.

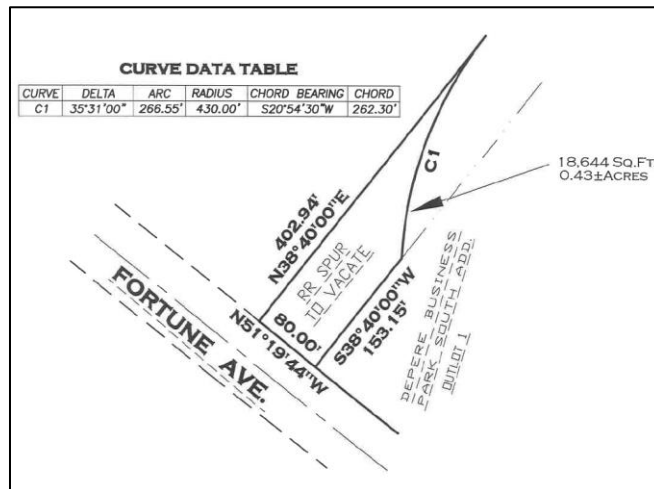
Under Wis. Stats. §66.1003, the City may initiate vacating right-of-way. This is done by the Council introducing the vacation resolution at a Council meeting. The matter is then set for public hearing, with the same resolution coming back before the Council for action at that public hearing.

Therefore, the action to be taken at the October 4, 2016 meeting as to the above Resolution is merely to refer the Resolution forward for a public hearing. It will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon.

If you have any questions regarding this process, please let me know.

JSL

ITEM: Review and recommendation for a Proposed Right-Of-Way Vacation for a former Railroad Spur at 500 BLK Fortune Avenue in De Pere (Parcel WD-D0079-A). Submitted by City of De Pere.*

SITE MAP**PROPOSED RIGHT-OF-WAY VACATION**

REQUESTED ACTION: Right-Of-Way Vacation Approval.*

COMMON DESCRIPTION: 500 BLK Fortune Avenue, a railroad spur located northeast from the Fortune Avenue and American Boulevard intersection.

**City of De Pere
Staff Comments**

**Plan Commission
September 26, 2016**

PARCEL NUMBER(S):	WD-D0079-A
EXISTING ZONING:	I-B-1 (Industrial Business-1 District) In Tax Increment Financing District # 11 (TID #11)
PROPOSED ZONING:	None
SURROUNDING LAND USES:	Industrial to the north and west. Vacant to the south and east.
COMPREHENSIVE PLAN:	Business Park
APPLICANT NAME:	City of De Pere
SITE HISTORY:	After a review of air photographs, the property was dedicated as a right-of-way for use as a future railroad spur, but the railroad ended up being routed to the east. The dedicated right-of-way is no longer needed. If the right-of-way is vacated the entire right-of-way will be attached to Parcel WD-1049, which is owned by the City of De Pere.
STAFF REVIEW:	When reviewing a Right-Of-Way vacation, staff utilizes the vacation process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is determining if such a vacation is necessary, and if so, recommending to the Common Council that the right-of-way be vacated. A vacation resolution will be reviewed by the Common Council twice, with a public hearing and adjacent property owners being notified. For this vacation, there are three adjacent owners, including the City of De Pere.
STAFF RECOMMENDATION:	Staff recommends APPROVAL and forwarding the right-of-way vacation to the Common Council for final approval. There are no conditions of approval.

VACATION OF RAILROAD SPUR
LEGAL DESCRIPTION

Part of De Pere Business Park South Addition being a part of a "Dedicated to the Public - Railroad Spur being located in part of the Northeast ¼ of the Northwest ¼ of Section 32, T23N, R20E, City of De Pere, Brown County, Wisconsin described as follows:

Beginning at the Southwest corner of Outlot 1, De Pere Business Park South Addition;
 thence N51°19'44"W, 80.00 feet on the northerly right of way of Fortune Ave. to the westerly line of said railroad spur;
 thence N38°40'00"E, 402.94 feet on said westerly right of way;
 thence 266.55 feet on the arc of a 430.00 foot radius curve to the left, having a long chord that bears S20°54'30"W, 262.30 feet to the westerly line of said Outlot 1;
 thence S38°40'00"W, 153.15 feet on said westerly line to the POINT OF BEGINNING.

Said area to vacate contains 18,644 square feet or 0.43 acres of land more or less.

VACATION OF RAILROAD SPUR
LEGAL DESCRIPTION

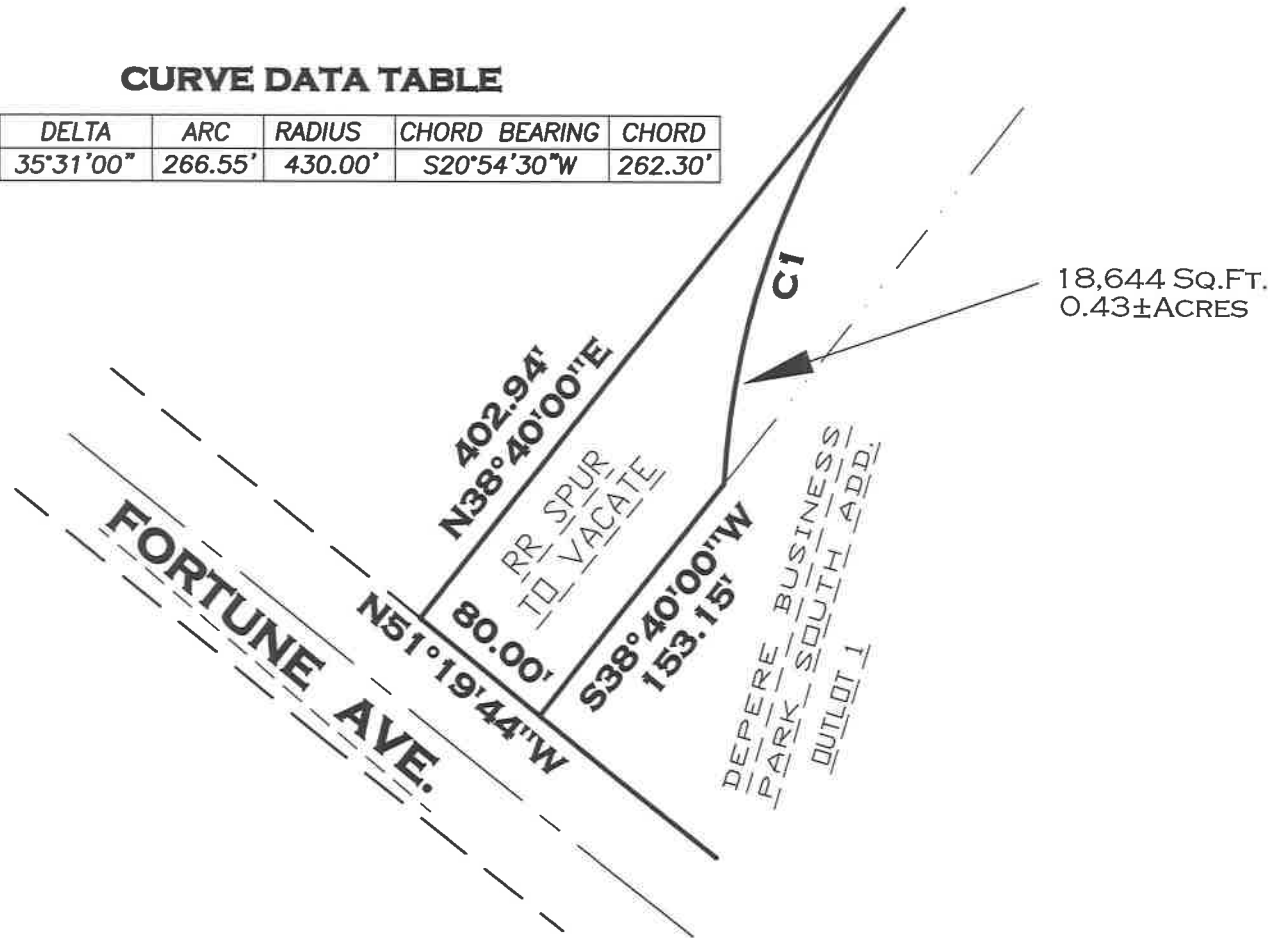
Part of De Pere Business Park South Addition being a part of a "Dedicated to the Public - Railroad Spur being located in part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 32, T23N, R20E, City of De Pere, Brown County, Wisconsin described as follows:

Beginning at the Southwest corner of Outlot 1, De Pere Business Park South Addition;
thence N51°19'44"W, 80.00 feet on the northerly right of way of Fortune Ave. to the westerly line of said railroad spur;
thence N38°40'00"E, 402.94 feet on said westerly right of way;
thence 266.55 feet on the arc of a 430.00 foot radius curve to the left, having a long chord that bears S20°54'30"W, 262.30 feet to the westerly line of said Outlot 1;
thence S38°40'00"W, 153.15 feet on said westerly line to the POINT OF BEGINNING.

Said area to vacate contains 18,644 square feet or 0.43 acres of land more or less.

CURVE DATA TABLE

CURVE	DELTA	ARC	RADIUS	CHORD BEARING	CHORD
C1	35°31'00"	266.55'	430.00'	S20°54'30"W	262.30'



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Resolution #16-105, Regarding the Vacation of a Portion of a Public Thoroughfare (2100 Block of Richco Road).

On September 26, 2016 the Plan Commission recommended, by a vote of 6-0, that the proposed Right-Of-Way Vacation in the City of De Pere be approved.

On October 4, 2016, the Common Council approved the first of two readings of the proposed Right-Of-Way vacation.

ATTACHMENTS:

- Reso16-105 (DOCX)
- EXHIBIT A-Vaction of 2100 Richco Road (DOCX)
- Exhibit B-Vacated Richco Road (PDF)
- Public Hearing Notice - vacate Richco RD (DOCX)
- Mayor & CC-street vacation- Richco Rd 10-4-16 (DOCX)
- Right-Of-Way Vacation (Street) - City of De Pere - Plan Commission Report FINAL (DOCX)
- 0404415ROAD (DOC)
- 0404415_vacate_70_foot_st (PDF)

RESOLUTION #16-105

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(2100 Block of Richco Road)

WHEREAS, the Common Council of the City of De Pere has initiated the vacation and discontinuance of a portion of a public thoroughfare in accordance with the requirements of Wis. Stats. §66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of such rights-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on November 15, 2016 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The portion of the 2100 Block of Richco Road, located south of Richco Road and Red Maple Road intersections, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described on Exhibit A, attached hereto and incorporated by reference herein, be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All storm water and other utility easements as shown on Certified Survey Map Volume 62, Page 70, Map No.8722 are retained. Said public right-of-way to be vacated is shown on the scale map attached hereto and incorporated by reference herein as Exhibit B.

Section 2. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the legal description and map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this Resolution.

Resolution #16-105

Page 2 of 2

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 4th day of October, 2016.

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

EXHIBIT A

Part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 5, Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the North $\frac{1}{4}$ Corner of said Section 5;
 thence N89°02'55"W, 154.02 feet on the north line of said Section 5;
 thence S38°39'17"W, 75.84 feet to the northeast corner of Lot 1 of Volume 58 of Certified Survey Maps, Page 29;
 thence N89°02'55"W, 688.93 feet along the south right of way of Red Maple Road to the POINT OF BEGINNING;
 thence on the easterly right of way of Richco Road, 10.96 feet on the arc of a 12.00 foot radius curve to the left, having a long chord of S64°47'00.5"W, 10.58 feet;
 thence S38°36'56"W, 827.03 feet on said right of way;
 thence N51°21'16"W, 0.83 feet on said right of way;
 thence S38°39'17"W, 291.16 feet on said right of way;
 thence 100.40 feet along the arc of a 75.00 foot radius curve to the left, having a long chord of N09°12'38.5"W, 93.07 feet to the westerly right of way of Richco Road;
 thence N38°36'56"E, 938.14 feet on said westerly right of way;
 thence N00°56'41"E, 54.96 feet on said westerly right of way to the southerly right of way of Red Maple Road;
 thence S89°02'55"E, 136.75 feet on said southerly right of way to the POINT OF BEGINNING.

Said parcel contains 74,513 square feet or 1.710 acres of land more or less.



Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BLVD.
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE: (920) 662-9641
FAX: (920) 662-9141

Publish: October 24th, October 31st, and November 7th, 2016 in the Press Gazette (Class 3 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, November 15, 2016** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a right-of-way vacation for a part of Richco Road as described as:

Part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 5, Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the North $\frac{1}{4}$ Corner of said Section 5; thence N89°02'55"W, 154.02 feet on the north line of said Section 5; thence S38°39'17"W, 75.84 feet to the northeast corner of Lot 1 of Volume 58 of Certified Survey Maps, Page 29; thence N89°02'55"W, 688.93 feet along the south right of way of Red Maple Road to the POINT OF BEGINNING; thence on the easterly right of way of Richco Road, 10.96 feet on the arc of a 12.00 foot radius curve to the left, having a long chord of S64°47'00.5"W, 10.58 feet; thence S38°36'56"W, 827.03 feet on said right of way; thence N51°21'16"W, 0.83 feet on said right of way; thence S38°39'17"W, 291.16 feet on said right of way; thence 100.40 feet along the arc of a 75.00 foot radius curve to the left, having a long chord of N09°12'38.5"W, 93.07 feet to the westerly right of way of Richco Road; thence N38°36'56"E, 938.14 feet on said westerly right of way; thence N00°56'41"E, 54.96 feet on said westerly right of way to the southerly right of way of Red Maple Road; thence S89°02'55"E, 136.75 feet on said southerly right of way to the POINT OF BEGINNING.

Said parcel contains 74,513 square feet or 1.710 acres of land more or less.

A map and detailed description of the proposed vacation is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 24th day of October, 2016.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Resolution 16-105 Vacating a Portion of Richco Road
Date: October 4, 2016

The statutory process for the City to initiate a street vacation is a bit out of the ordinary. Since the City Council does not vacate street right-of-way often, I thought I would send along this memo to explain the process.

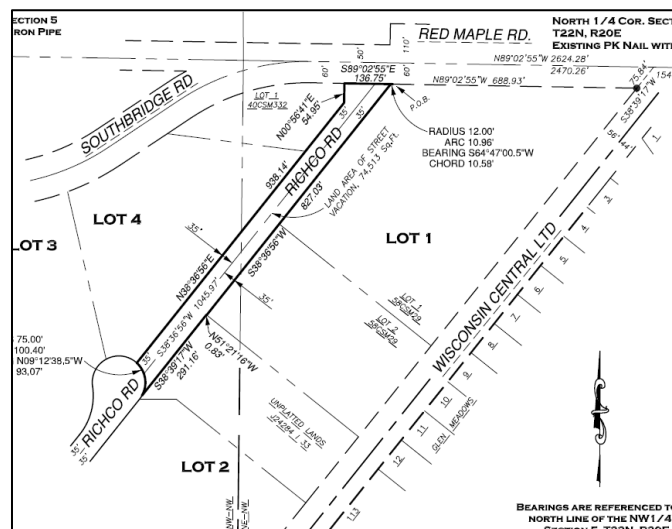
Under Wis. Stats. §66.1003, the City may initiate vacating street right-of-way. This is done by the Council introducing the vacation resolution at a Council meeting. The matter is then set for public hearing, with the same resolution coming back before the Council for action at that public hearing.

Therefore, the action to be taken at the October 4, 2016 meeting as to the above Resolution is merely to refer the Resolution forward for a public hearing. It will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon.

If you have any questions regarding this process, please let me know.

JSL

ITEM: Review and recommendation for a Proposed Right-Of-Way Vacation for a public street at 2100 BLK Richco Road in De Pere (Parcel - None). Submitted by City of De Pere.*

SITE MAP**PROPOSED RIGHT-OF-WAY VACATION**

REQUESTED ACTION: Right-Of-Way Vacation Approval.*

COMMON DESCRIPTION: 2100 BLK Richco Road, located south from the Richco Road and Red Maple Road intersection

PARCEL NUMBER(S):	None
EXISTING ZONING:	None. Adjacent to I-3 (General Industrial District) In Tax Increment District (TID) #11
PROPOSED ZONING:	None.
SURROUNDING LAND USES:	Industrial and vacant to the north, south, and west. Residential to the east.
COMPREHENSIVE PLAN:	Industrial Park and Business Park
APPLICANT NAME:	City of De Pere
SITE HISTORY:	After a review of air photographs, the property was dedicated as a right-of-way for use as public street. The primary use was for the industrial properties on adjacent to the street. The City is proposing to build a storm water management pond and create four lots via certified survey map. The Plan Commission is reviewing the Certified Survey Map on September 26, 2016. This section of Richco Road is no longer necessary. The new cul de sac will provide access to the properties. The removal of the access point on Red Maple Road is occurring as a precursor to the Southern Bridge, preparing the Red Maple Corridor as a limited access road. The vacation will still allow property owners to access their lots with private driveways while minimizing the costs of the property owner paying the City to rebuild and maintaining a public right-of-way. If the right-of-way is vacated the right-of-way will be split between property owners on each side of the street.
STAFF REVIEW:	When reviewing a Right-Of-Way vacation, staff utilizes the vacation process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is determining if such a vacation is necessary, and if so, recommending to the Common Council that the right-of-way be vacated. A vacation resolution will be reviewed by the Common Council twice, first as a resolution, and then with a public hearing (adjacent property owners will be notified). For this vacation, there are two adjacent owners, including the City of De Pere and KC Stock (KCS Inc.).
STAFF RECOMMENDATION:	Staff recommends APPROVAL and forwarding the right-of-way vacation to the Common Council for final approval. There are no conditions of approval.

LEGAL DESCRIPTION

Vacation of Richco Road right of way

Part of the Northwest ¼ of the Northwest ¼, part of the Northeast ¼ of the Northwest ¼, Section 5, Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the North ¼ Corner of said Section 5;
 thence N89°02'55"W, 154.02 feet on the north line of said Section 5;
 thence S38°39'17"W, 75.84 feet to the northeast corner of Lot 1 of Volume 58 of Certified Survey Maps, Page 29;
 thence N89°02'55"W, 688.93 feet along the south right of way of Red Maple Road to the POINT OF BEGINNING;
 thence on the easterly right of way of Richco Road, 10.96 feet on the arc of a 12.00 foot radius curve to the left, having a long chord of S64°47'00.5"W, 10.58 feet;
 thence S38°36'56"W, 827.03 feet on said right of way;
 thence N51°21'16"W, 0.83 feet on said right of way;
 thence S38°39'17"W, 291.16 feet on said right of way;
 thence 100.40 feet along the arc of a 75.00 foot radius curve to the left, having a long chord of N09°12'38.5"W, 93.07 feet to the westerly right of way of Richco Road;
 thence N38°36'56"E, 938.14 feet on said westerly right of way;
 thence N00°56'41"E, 54.96 feet on said westerly right of way to the southerly right of way of Red Maple Road;
 thence S89°02'55"E, 136.75 feet on said southerly right of way to the POINT OF BEGINNING.

Said parcel contains 74,513 square feet or 1.710 acres of land more or less.

LEGAL DESCRIPTION

Vacation of Richco Road right of way

Part of the Northwest ¼ of the Northwest ¼, part of the Northeast ¼ of the Northwest ¼, Section 5, Township 22 North, Range 20 East, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the North ¼ Corner of said Section 5;
 thence N89°02'55"W, 154.02 feet on the north line of said Section 5;
 thence S38°39'17"W, 75.84 feet to the northeast corner of Lot 1 of Volume 58 of Certified Survey Maps, Page 29;
 thence N89°02'55"W, 688.93 feet along the south right of way of Red Maple Road to the POINT OF BEGINNING;
 thence on the easterly right of way of Richco Road, 10.96 feet on the arc of a 12.00 foot radius curve to the left, having a long chord of S64°47'00.5"W, 10.58 feet;
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 thence N51°21'16"W, 0.83 feet on said right of way;
 thence S38°39'17"W, 291.16 feet on said right of way;
 thence 100.40 feet along the arc of a 75.00 foot radius curve to the left, having a long chord of N09°12'38.5"W, 93.07 feet to the westerly right of way of Richco Road;
 thence N38°36'56"E, 938.14 feet on said westerly right of way;
 thence N00°56'41"E, 54.96 feet on said westerly right of way to the southerly right of way of Red Maple Road;
 thence S89°02'55"E, 136.75 feet on said southerly right of way to the POINT OF BEGINNING.

Said parcel contains 74,513 square feet or 1.710 acres of land more or less.



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

MEETING DATE: November 15, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a "Class A" Cider License for Voyageur Shell, LLC (DBA GCS Landing), 1063 N. Broadway St. Submitted by Voyageur Shell, LLC, Agent: Jacob Peter Anderson, 1570 Waterford Ct., Green Bay, WI.

GCS Landing was granted a Class "A" Fermented Malt Beverage License for the 2016-2017 licensing period on June 7, 2016. They have held a "Class A" Cider License in past years and inadvertently omitted it from this year's application.

ATTACHMENTS:

- GCS Landing (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 7-1-16 20____; ending 6-30-17 20____;

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De Pere

County of Drown 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): Voyageur Shell 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>Jacob Peter Anderson</u>	<u>1570 Waterford Ct</u>	<u>Green Bay 54313</u>
Vice President/Member		<u>Ashley M. Pappein-Sexaur</u>	<u>2095 Fescue Way</u>	<u>Swamico 54313</u>
Secretary/Member				
Treasurer/Member				
Agent		<u>Jacob Peter Anderson</u>		
Directors/Managers				

3. Trade Name GCS Landing Business Phone Number 920-336-8293

4. Address of Premises 1063 N Broadway Post Office & Zip Code De Pere 54115

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

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

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? Voyageur Shell LLC - DBA GCS Landing

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 21 day of October

Bridget B Vogel
(Clerk/Notary Public)

My commission expires October 19, 2018



Ashley Pappein-Sexaur
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Ashley Pappein-Sexaur
(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>10-28-16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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117074
for
both
locations

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a "Class A" Cider License for De Pere Shell, Inc. (DBA De Pere Shell), 841 Main Av. Submitted by De Pere Shell, Inc., Agent: Michael Schilawski, 2789 W. Kenlar Ci, Green Bay, WI.

De Pere Shell was granted a Class "A" Fermented Malt Beverage License for the 2016-2017 licensing period on June 7, 2016. They have held a "Class A" Cider License in past years and inadvertently omitted it from this year's application.

ATTACHMENTS:

- De Pere Shell (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 7-1 20 16 ;
ending 6-30 20 17TO 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):
- De Pere Shell Inc.

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Charles Panure</u>	<u>1818 Nobleman Ct</u>	<u>Green Bay 54313</u>
Vice President/Member	<u>Michael Schiwaski</u>	<u>2789 W Kenlar</u>	<u>Green Bay 54313</u>
Secretary/Member	<u>Daniel J. Pamporin</u>	<u>396 Talus Ct.</u>	<u>De Pere 54115</u>
Treasurer/Member			
Agent	<u>Michael Schilawski</u>		
Directors/Managers			

3. Trade Name
- De Pere Shell
- Business Phone Number
- 920-336-9787
-
4. Address of Premises
- 841 Main St.
- Post Office & Zip Code
- De Pere 54115

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

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

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and 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 26th day of October
Heather Williams
(Clerk/Notary Public)My commission expires May 30th, 2016
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>10-28-16</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 15, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to request Brown County maintain the Fox River Trail for 12 months including snow removal.

The Board of Park Commissioners is recommending to not clear the Fox River Trail. However, they are recommending the City Council send a request to the Brown County Board for them to begin clearing their trail.

ATTACHMENTS:

- memo.FRT clearing (DOC)
- Map.FRT (PDF)



Memorandum

To: Park Board

From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Clearing of Fox River Trail

Date: October 27, 2016

Issue: The City Council has received a request to have City resources clear the Fox River Trail within the City of De Pere limits. Staff has been asked to research the request.

Background:

The Fox River Trail is state owned and is maintained by Brown County Parks Department. The trail runs through multiple jurisdictions, with approximately 4 miles of trail within the City of De Pere municipal boundaries. The Department and Board of Park Commissioners has been asked before about clearing the trail, in which the Park Board and staff maintained the position they would not clear the trail. Currently the City of Green Bay removes snow and maintains the trail during the winter, and the Village of Allouez is moving in this direction.

Supporting Information:

The Park Department employs six full time employees, of which two are typically allocated to the Public Works department during times of snow removal. This leaves four employees to address the needs of snow removal within the park department. The Park Department is responsible for clearing and maintaining 10+ miles of sidewalk, 10 different parking lots, and multiple downtown locations after each snow fall. Our staff is also responsible for maintaining walkways around municipal buildings/facilities (ie. Community Center, City Hall, Riverwalk/Viewing Pier, and MSC). In addition to clearing of snow, the department also prepares and maintains the ice rinks during the winter months. With our current staffing structure and priorities, it is unlikely we could provide maintenance to the trail within 72 hours of a snowfall. In order for the Park Department to clear snow from the Fox River Trail efficiently we would need to reallocate our staff from the Public Works Department, or adjust our priorities with regard to winter responsibilities.

Staff investigated the ability for the Village of Allouez to clear our portion of trail as an option. We received word the Village would not likely want to consider this option.

Liability Concerns – Staff consulted with our City Attorney on this matter. In reviewing the issue and the recent agreement signed by Allouez and Brown County, there are concerns related to liability. Our City Attorney identified several concerns...

- Brown County manages the property and hence outlines specific guidelines in how it shall be maintained. These maintenance requirements may not be consistent with our maintenance standards.

- If the trail is damaged due to our maintenance, we shall be responsible for the cost of repairing.
- If there is an accident/injury on the trail related to the maintenance, the City would be the party held responsible, including holding the County harmless for any liability associated with the claim. Recreational immunity would not apply to the City since it neither owns, leases or occupies the trail.

Cost - Our Department of Public Works Director put together budgetary information on what it would likely cost to clear snow on the trail. The below information is based on his analysis.

24 snow events (based on average of past three years of snow removal operations)
 Trail length 4.00 miles (Approx. distance from Fox Point Boat Launch to Altmayer School)
 Estimate time to plow = 4 hours which includes plowing once and placing sand down
 Hourly labor/ equipment rate=\$88.76/hour (based on labor and equipment rates used for sidewalk snow removal)

Costs per event = \$88.76 * 4 hours = \$355.04

Estimated sand per event = 2.5 tons * \$14.75/ton = \$36.88

Season cost = (\$355.04 + \$36.88) * 24 events = \$9,406.08

- This cost does not include costs related to:
 - o Monitoring trail for drifting and or icy conditions.
 - o Cleaning/clearing sand from the trail after the winter season.
 - o Staff time and supplies for mixing salt/sand solution as it is not efficient and effective to use 100% sand due to freezing conditions of the sand.

Concern – In discussing the maintenance with Brown County, there is a requirement that salt cannot be used on the trail. In discussing this with our Street Superintendent, using strictly sand will not work because it freezes together. Salt needs to be mixed in with the sand so it does not freeze together. If we are not allowed to use salt in any way, it will not be realistic to use sand on the trail.

Staff Recommendation: In considering all aspects (snow removal priorities, staffing levels, liability, ownership, and cost to clear the trail), staff would not recommend clearing snow from the Fox River Trail. We would encourage the group spearheading this effort to fundraise and hire a contractor to remove the snow with the cooperation of Brown County.

Fox River Trail



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



09/28/2016

Packet Pg. 53

Attachment: Map.FRT (5260 : Recommendation from the Board of Park Commissioners to request Brown County maintain the Fox River T)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to approve Pink Flamingo Donation of \$1,000 for concrete dugouts.

The Board of Park Commissioners is recommending the acceptance of a \$1,000 donation from Pink Flamingo's to have the dugouts poured with concrete. Staff has been working to find a contractor willing to perform the work in 2016, but to date we have been unsuccessful. As part of the donation, it is the recommendation have the money carried over into 2017 in the event staff cannot find a contractor to complete the work.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to consider replacing the two existing pools with one aquatic center with the location to be determined at a future time.

Upon viewing a presentation regarding our pools, the Board of Park Commissioners is recommending eliminating both pools and replace with one aquatic center.

The Director of Parks, Recreation and Forestry will be providing a presentation related to the pools.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to approve request for fundraising efforts to improve Southwest Park Playground.

The Board of Park Commissioners is recommending approving a fundraising campaign to improve and increase the size of the playground at Southwest Park.

The Board of Park Commissioners reviewed a request from Mary Meyer to lead a fundraising effort to improve the playground and Southwest Park and to install a Splash Pad. The Park Board approved moving forward with the playground fundraising campaign, they did not approve moving forward with the campaign for a Splash Pad. While the Park Board likes the concept of the Splash Pad, it was felt there was not enough information to approve such a project at this time.

All funds would come to the City of De Pere for the playground fundraising project. It is staff's recommendation that a separate account be set up (similar to the Riverwalk Project) so that funds can be clearly identified and accounted for.

The Fundraising campaign shall consist of the following donation levels.

\$100 - \$199 (1 picket)

\$200 - \$399 (2 pickets)

\$400 - \$599 (3 pickets)

\$600 - \$799 (4 pickets)

\$800 - \$999 (5 pickets)

\$1,000 - \$4,999 (1x6 picket - Level II Donor)

\$5,000 - \$10,000 (1x8 picket - Level III Donor)

Donations over \$10,000 shall go to Board of Park Commissioners for approval and type of recognition.

ATTACHMENTS:

- Southwest Park Campaign (DOCX)
- 20160930_111619 (JPG)
- 20160930_111643 (JPG)
- Southwest Park.Playground (PDF)

October 13, 2016

To the Board of Park Commissioners:

I would like to present a playground campaign to increase the number of accessible play options for children at Southwest Park in De Pere. I have the opportunity to walk by this park on a regular basis and envision an upgraded space where children of multiple ages can incorporate more physical activity and mental imagination during their playtime. It is with great appreciation of the large amount of green space and fast-growing surrounding subdivisions that I focus on Southwest Park, with support of many neighboring community members.

As the project grows, I will invite a committee to join me as we dive into fundraising options. De Pere's community passion will drive most of the donations, but we will also be looking into local, regional, state and national grants as well as opportunities for businesses to pour in their expertise to help fund the project. All donations will be forwarded or sent to the City who will set up a separate, segregated account to be used specifically for these Southwest Park improvements. As part of the campaign, we will encourage community members and businesses to purchase engraved composite pickets with donations of \$100 or more. Material for each picket is approximated to be \$10.00, quoted by Midland Plastics. West De Pere High School has quoted \$5.00 per picket for engraving, to total \$15.00 per finished picket. This fence could surround the new equipment, doubling as a boundary and also a reminder of all the love and support that created the new space for children to explore.

I start with two goals in mind. Tier 1 would be a projected \$100,000 themed playground project (with input from students at surrounding elementary schools). Tier 2 would be a projected \$270,000-\$350,000 themed playground and an additional splash zone project (additional \$170,000 for a typical splash pad with tap water and \$250,000 for a recirculating splash pad). I intend for this campaign to last for two years, with ground-break by spring of 2018 for playground equipment. Since the community will be sharing the cost for this new playground, I believe it to be fair for them to see donations get used in a timely manner.

Please join me as I would like to invite the community to leave a legacy of life, love and laughter for our children.

Thank you for your time and consideration.

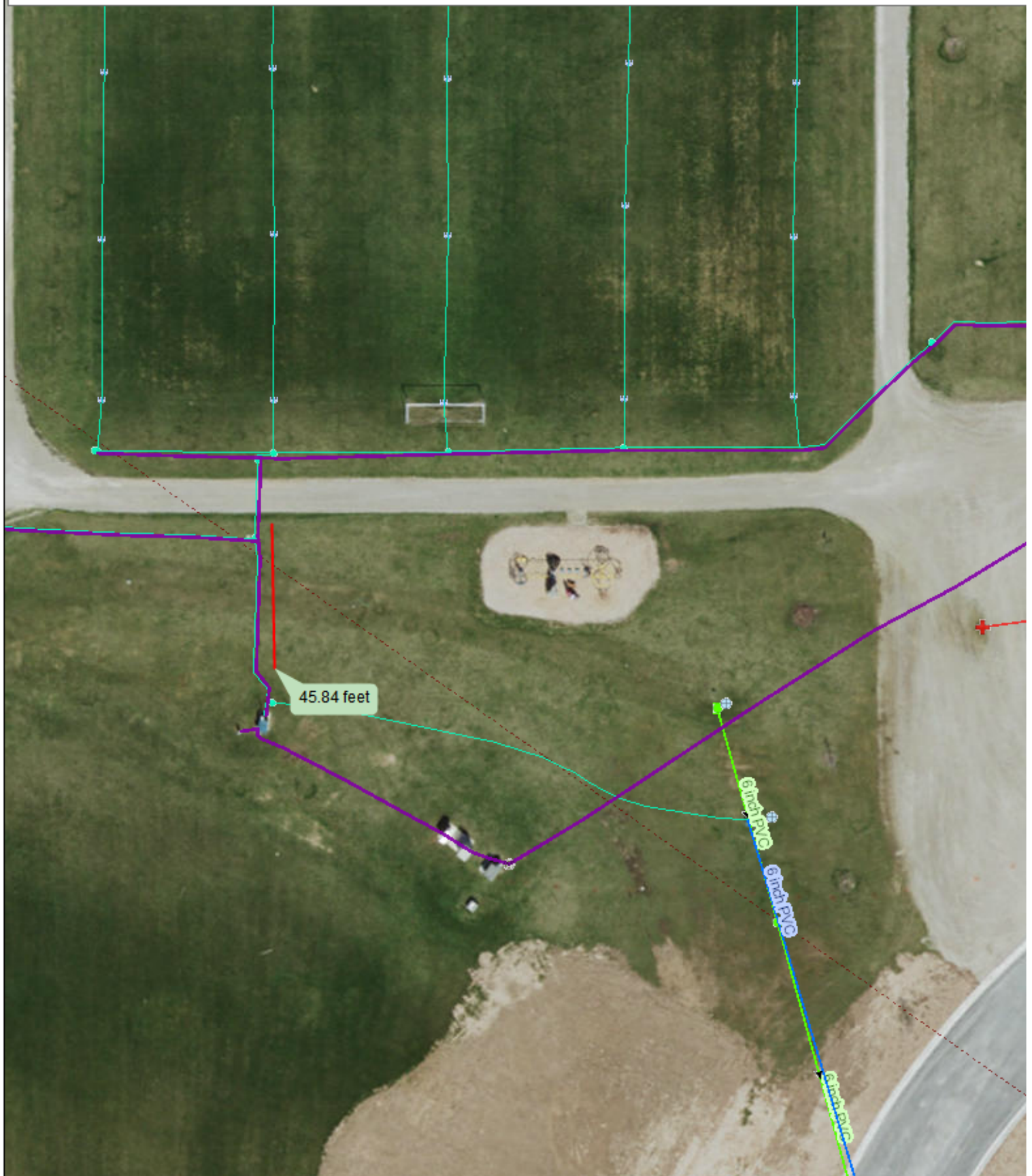
Sincerely,

Mary Meyer



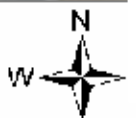
Attachment: 20160930_111643 (5265 : Recommendation from the Board of Park

<Title>



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



10/13/2016

Packet Pg. 60

Attachment: Southwest Park Playground (5265 : Recommendation from the Board of Park Commissioners to approve request for fundraising

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Not Repair the City Fountain located at Broadway and James Streets.

The Board of Public Works, at the November 7, 2016 meeting, approved the staff recommendation to not fix the fountain. Instead of running the fountain it was approved to place several decorative pots in the fountain. This would provide some aesthetic value, while the Planning Director continues to develop a new plan for the area.

Issue: The Fountain by the Union Hotel has experienced another setback with a cracked pipe underground. Staff is requesting we close the fountain and no longer operate.

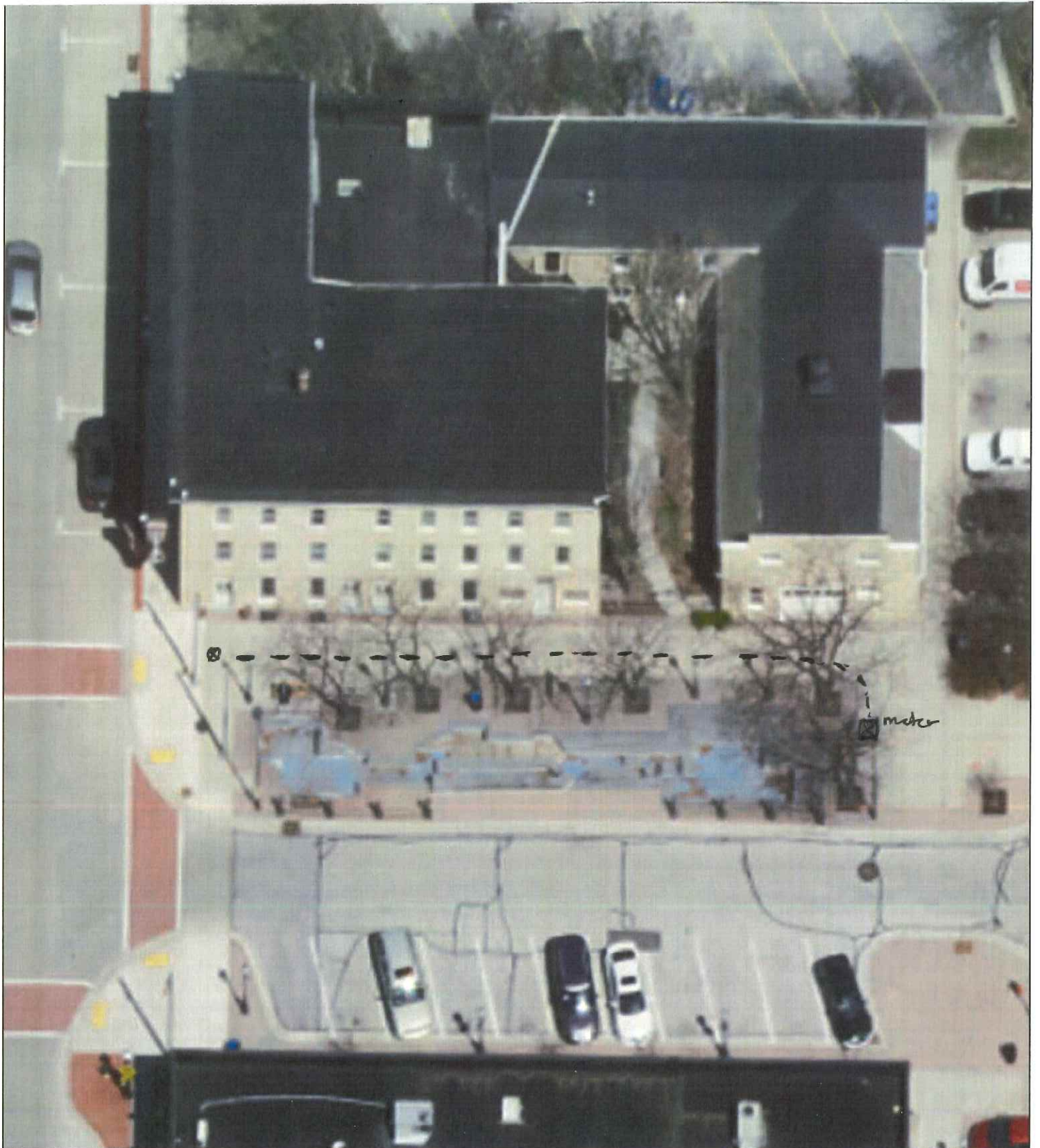
Summary:

The fountain next to the Union Hotel has been in deteriorating condition for many years. Currently, the lights do not work and have not been replaced. The electrical is in failing condition and the exterior stone is in need of repair. Last year the decision was made to continue to run the fountain (as best we could) while our Planning Director works through the process of developing a new plan for this area.

We were able to get the fountain to run this past summer. However, while shutting down the fountain for the season we uncovered a leak in the water line beneath the sidewalk. This leak was verified by our Water Department staff. A consult with a contractor determined repairs and/or replacement to the water line would cost \$5,000 - \$20,000 (depending on where the break is). Due to the size of the pipe and where the pipe is located, we are not able to determine the exact location of the break until we dig. If the leak were close to the shut off valve or the meter pit, the repair cost would be on the lower side of the range.

ATTACHMENTS:

- Fountain (PDF)



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



10/26/2016
Scale 1:240

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #16-26 Amending Sec. 8-22 De Pere Municipal Code Regarding Snow Removal

The Board of Public Works at the November 7, 2016 meeting, approved an Ordinance change to allow 48 hours instead of 24 hours after the snow event to remove snow and ice from the sidewalk.

At the October BOPW meeting, the Board requested staff research the possibility of notifying property owners when the City will be removing snow/ice from their sidewalk.

In discussing this item, I will provide a quick summary as to what is done when it comes to sidewalk snow and ice removal. Annually the Board of Public Works (BOPW) establishes what is to be charged to properties where the City removes snow and ice from the sidewalk. The recent rates were approved at the October 10, 2016 BOPW meeting:

Item	2016 Unit Cost	2017 Unit Cost	2016 Cost Per 90 Ft Lot	2017 Cost Per 90 Ft Lot
Snow Removal	\$0.92	\$1.01	\$82.80	\$90.90
Compacted Snow/Ice Removal	\$1.44	\$1.61	\$129.60	\$144.90

- Minimum charge of \$75.00 per lot.

These rates were established using current wage and equipment rates and the average amount of time to actually clear such snow and ice from the sidewalk. (See attached spreadsheet.)

Once the winter season begins, the City will only remove snow and/or ice from the sidewalk if the City receives a complaint that a sidewalk has snow and/or ice on it. Once staff receives the complaint, an inspection is done to determine if the sidewalk indeed has snow and/or ice on it. If so, then staff and equipment is scheduled to remove the snow and/or ice. Pictures are taken before and after of the sidewalk. Once the removal is complete the lineal footage of sidewalk is turned into the administrative staff which in turn creates an invoice using the rates established by the BOPW. The invoices are sent to the property owner that had the snow and/or ice removed. If

the invoice is not paid the amount due to the City will go onto the tax roll as a special charge for services rendered. In the past seven years the City has had the following sidewalk snow and/or ice violations where the City has cleared the sidewalk and charged the property owner:

2015-2016 Snow Season = 35 properties
 2014-2015 Snow Season = 49 properties
 2013-2014 Snow Season = 24 properties
 2012-2013 Snow Season = 86 properties
 2011-2012 Snow Season = 77 properties
 2010-2011 Snow Season = 93 properties
 2009-2010 Snow Season = 59 properties

The average for the above seven years is 60.4

The City in the past does not give out warnings or attempt to contact the property to remove the snow and/or ice because we need to address the issue immediately because of the hazard that has been brought to our attention. Attempting to contact property owners so they can remove the snow and/or ice will result in further delays from eliminating the hazard. It has been requested of staff to at least knock on the door to notify and hang door hangers. The issue with doing this is it will delay snow/ice removal by at least one day along with adding to staff time to re-inspect. Additionally, this arguably creates a different standard for clearing the sidewalks for those residents who conform to the 24 hour time frame and for those who do not.

City staff annually publishes the requirements in our newsletter to let all property owners know of their responsibility to keep their sidewalks clear of snow and/or ice. This information is also posted on our website.

Staff recently met to discuss the possibility whether we should be looking at providing notice to those properties that have not removed the snow/ice from their sidewalks.

Our City ordinance requires snow/ice to be removed within 24 hours of the last snow fall. Communities around the area vary from 24 hours up to 48 hours as to when snow/ice needs to be removed from sidewalks. Is 24 hours enough time to remove snow/ice? We often receive feedback from property owners that they were out of town for a few days and there is no way they can remove the snow/ice within 24 hours. The City itself even has issues of removing the snow/ice from sidewalks within 24 hours. During this discussion, staff felt the ordinance should be possibly revised to allow for 48 hours for removing the snow/ice from sidewalks.

How much notice should be given so the snow/ice removal is minimally delayed? State statute 893.83 does offer some protection which prohibits an action for damages or injuries sustained because of a natural snow or ice accumulation unless the accumulation existed for three (3) weeks. So implementing a notification policy will cause delays in getting the sidewalk snow/ice removal completed without necessarily impacting the liability for the City.

As far as notifying, what is considered a fair notification but at the same time allows for timely snow/ice removal? The American's With Disabilities Act (ADA) requires sidewalks be "readily accessible to and useable" by persons with disabilities. Temporary or isolated interruptions are not prohibited.

A notification process will increase the costs for the City to remove snow/ice from sidewalk. The reason for this staff will need to do a second inspection of the sidewalk to determine after property owners were notified whether or not the property owner did the snow/ice removal. The unit cost for snow removal would go from \$1.01 LF to \$1.36 LF and ice removal would go from \$1.61 LF to \$1.96 LF. (See attached spreadsheet) If BOPW decides to move forward with notification policy then the Board will need to adopt the following rates for the upcoming snow season:

Item	2016 Unit Cost	2017 Unit Cost	2016 Cost Per 90 Ft Lot	2017 Cost Per 90 Ft Lot
Snow Removal	\$0.92	\$1.36	\$82.80	\$122.40
Compacted Snow/Ice Removal	\$1.44	\$1.96	\$129.60	\$176.40

There are really only two types of notification staff felt could be done.

- 1) Send a letter: A letter could take a minimum of three (3) days for the property owner to receive. In addition, most of the time the notices will go to the owner of the property so if the property is a rental property the tenants may not get the notice.
- 2) Door hanger notice: This type of notice is something the water department currently does when we need to shut off the water on any given block. The unfortunate issue with this type of notification is the door hanger may not necessarily be hung where the property owner uses therefore the property owner may not see notice.

In addition, the following are some issues with developing a notification policy:

- 1) Increase costs for those that are not concerned with a notification. As mentioned above, approximately 60 properties annually are invoiced for sidewalk snow/ice removal. Staff typically will receive complaints of approximately 10% of these properties of where the issue of notification comes up. By implementing a notification policy, the costs for the other 90% of properties goes up.
- 2) Issue of fairness. The ordinance provides for when sidewalk snow/ice needs to be removed. Implementing a notification process then gives those properties that were in violation of the ordinance additional time to remove the snow/ice.
- 3) The City will still get complaints that property owners never received the notice.

In addition, staff discussed ways to inform the community regarding sidewalk snow/ice removal:

- Continue with newsletter notification. However, the annual mailing of newsletter has been eliminated.
- Place notification on website.
- Possibly publish in paper if costs to do so are minimal.
- Possible notification with quarterly water bill.

In summary, the intent of this memo is for the Board to determine whether the City should consider implementing a notification policy for sidewalk snow/ice removal. Staff has no recommendations other than possibly revising the ordinance to allow for 48 hours for sidewalk snow/ice removal.

ATTACHMENTS:

- Ord16-26 (DOCX)
- Sec 22-18 Snow Removal-redlined (PDF)
- Discuss Sidewalk Snow Removal Notification - attachment #1 (PDF)
- Discuss Sidewalk Snow Removal Notification - attachment #2 (PDF)

ORDINANCE #16-26

AMENDING §22-18 DE PERE MUNICIPAL CODE
REGARDING SNOW REMOVAL

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

Section 1. §22-18, *Snow Removal*, is hereby amended in both paragraphs (a) and (e) by deleting all references to “24 hours” in said paragraphs and replacing with “48 hours.”

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

Section 3. This ordinance shall take effect upon its passage and publication.

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 11/7/2016

Publication Date: _____

Effective Date: _____

Attachment: Ord16-26 (5298 : Ordinance #16-26 Amending Snow Removal)

• **Sec. 22-18. - Snow removal.**

(a)

Sidewalks. It shall be the duty of the owner of any parcel of real estate in the city abutting or bordering upon any street or other public place, to remove or cause to be removed all snow and ice from the sidewalk in front of or adjacent to such premises to the full paved width of such sidewalk, within ~~48~~24 hours after such snow or ice shall have fallen or accumulated thereon. If adverse weather conditions should prevail beyond the ~~48~~24-hour snow removal period, the director of public works shall have the authority to waive and/or extend such period to compensate for unusual or harsh weather conditions. Where footways or sidewalks have not been paved or duly established, snow and ice shall be removed to a width of not less than four feet from that portion of the street or way which is used in common as a footway.

(b)

Protecting of surface. In case the snow and ice on the sidewalk shall be frozen so hard that it cannot be removed, the owner of every parcel of real estate shall within the time specified in this section cause the sidewalk abutting or adjacent to such premises to be strewn and to be kept strewn with sand or some other suitable material, and shall, as soon thereafter as the weather shall permit, thoroughly clean such sidewalk.

(c)

Railroad tracks. No person shall throw, place or pile snow, ice or other impediment or obstruction to the running of cars upon the tracks of any railroad or within three feet of either rail.

(d)

Deposit on street. No person shall remove any snow or ice from his or her premises, residence, parking lot, parking area, service station or business property onto any public right-of-way or property. Snow removed from public sidewalks shall not be stored in any manner which will obstruct or limit vehicular or pedestrian vision, movement or access.

(e)

Snow on roofs. The owner of any building so located, abutting upon or near to any public street or place that snow or ice may fall from roof thereon, into or upon such street or place, or upon the sidewalk, shall cause all snow and ice to be removed from such roof within ~~48~~24 hours after the same shall have ceased falling or forming, or provide suitable guards so that the ice or snow shall not be discharged upon the street or sidewalk.

(f)

Snow removal by city.

(1)

The failure or neglect of any person to remove snow or ice from any such sidewalk or roof as provided in this section, or causing the deposit of any snow or ice upon any public sidewalk, alley or street, shall constitute a public nuisance. In addition to any other penalty provided for violation of this subsection, the city may summarily remove any snow or ice so accumulated or deposited and cause the cost of such removal to be charged to the owner of the property from which such snow or ice has been removed.

(2)

The director of public works shall, annually on or before November 1 of each year, compute the actual cost per lineal foot for snow removal and report the same to the board of public works who shall establish a fee per lineal foot for snow removal. The director of public works shall compute the fee per lineal foot by considering, but not being limited to, costs for machinery, equipment, personnel, supplies and the fees for administration of the snow removal program and billing procedures incurred in this section.

(3)

The director of public works shall also, annually on or before November 1 of each year, compute the cost per lineal foot for the removal of compacted snow and ice and shall report the same to the board of public works who shall establish a fee per lineal foot for compacted snow and ice removal. The director of public works shall use the same procedure as set forth above for making the determination for these costs.

(4)

The clerk-treasurer, upon receipt of notice from the department of public works that snow, or compacted snow and ice, have been removed from a parcel, shall promptly submit a statement for services rendered based upon the computations set forth above and shall, if such fee is not paid, cause the same to be levied against the property as a special tax.

2016-2017 Snow Removal Rates

Labor	Equipment Operator	Office Assistant	City Forester	Total
Hours	0.5	0.25	0.5	
**Rate (hourly wage & benefits)	\$36.71	\$30.59	\$48.72	
Labor Cost	\$18.35	\$7.65	\$24.36	\$50.36

Equipment	Trackless		Pickup Truck	Total
Hours	0.5		0.5	
Rate	\$67.24		\$13.68	
Equipment Cost	\$33.62		\$6.84	\$40.46

Total Cost				\$90.82
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Compute Unit Cost Per 90 Foot Lot for Snow Removal

Unit Cost = Total Cost / 90

\$1.01

2016-2017 Ice Removal Rates

Labor	Equipment Operator	Office Assistant	City Forester	Total
Hours	1	0.25	0.5	
**Rate (hourly wage & benefits)	\$36.71	\$30.59	\$48.72	
Labor Cost	\$36.71	\$7.65	\$24.36	\$68.72

Equipment	Trackless		Pickup Truck	Total
Hours	1		0.5	
Rate	\$67.24		\$14.22	
Equipment Cost	\$67.24		\$7.11	\$74.35

Salt				Total
Quantity	50 pounds			
Cost per Ton	\$57.66			\$1.44
Salt Cost				\$1.44

Total Cost				\$144.51
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Compute Unit Cost Per 90 Foot Lot for Ice Removal

Unit Cost = Total Cost / 90

\$1.61

**Note: Rate = 1.4(for benefits) * hourly rate

Equipment Operator hourly rate =		\$26.22
Office Assistant hourly rate =		\$21.85
City Forester hourly rate =		\$34.80

2016-2017 Snow Removal Rates

Labor	Equipment Operator	Office Assistant	City Forester	Total
Hours	0.5	0.25	1	
**Rate (hourly wage & benefits)	\$36.71	\$30.59	\$48.72	
Labor Cost	\$18.35	\$7.65	\$48.72	\$74.72

Equipment	Trackless		Pickup Truck	Total
Hours	0.5		1	
Rate	\$67.24		\$13.68	
Equipment Cost	\$33.62		\$13.68	\$47.30

Total Cost				\$122.02
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Compute Unit Cost Per 90 Foot Lot for Snow Removal

$$\text{Unit Cost} = \text{Total Cost} / 90$$

\$1.36

2016-2017 Ice Removal Rates

Labor	Equipment Operator	Office Assistant	City Forester	Total
Hours	1	0.25	1	
**Rate (hourly wage & benefits)	\$36.71	\$30.59	\$48.72	
Labor Cost	\$36.71	\$7.65	\$48.72	\$93.08

Equipment	Trackless		Pickup Truck	Total
Hours	1		1	
Rate	\$67.24		\$14.22	
Equipment Cost	\$67.24		\$14.22	\$81.46

Salt				Total
Quantity	50 pounds			
Cost per Ton	\$57.66			\$1.44
Salt Cost				\$1.44

Total Cost				\$175.98
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Compute Unit Cost Per 90 Foot Lot for Ice Removal

$$\text{Unit Cost} = \text{Total Cost} / 90$$

\$1.96

**Note: Rate = 1.4(for benefits) * hourly rate

Equipment Operator hourly rate =		\$26.22
Office Assistant hourly rate =		\$21.85
City Forester hourly rate =		\$34.80

adds extra day to remove
city forester

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: November 15, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Ordinance #16-27 Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations

Parking Items:

1. Restrict Loading on the West Side of Fifth Near the Intersection with Grant.

- The Board of Public Works approved changing the west side of Fifth Street from Reid Street to 155 feet north from “No Parking” to “No Standing, Stopping or Parking between Signs”. This is a dedicated right turn lane.
- Staff observed trucks unloading in the dedicated right turn lane for southbound traffic on Fifth. This has created a traffic hazard during peak hours. This is currently signed for no parking, however no parking does not prohibit loading.

2. Restrict Parking near the Crosswalk on the south side of Charles Street at Winnebago Street.

- The Board of Public Works approved installing “No Standing, Stopping, or Parking between Signs” on the south side of Charles Street at Winnebago Street. The parking restriction will be from 30 feet west of Winnebago Street extended to 30 feet east of Winnebago Street extended.
- The Charles and Winnebago Street intersection is a “T” intersection, with Winnebago Street extending to the north. There are two crosswalks painted at this intersection. Due to the intersection configuration, motorists are parking between the two crosswalks on the south side of Charles Street. With this location being a major access into Legion Park, the Police Department is concerned about cars parking at this location.

3. Restrict Parking on the east side of N. Huron at George Street.

- The Board of Public Works approved restricting parking on the east side of Huron Street from George Street to 95 feet north.
- Staff received request to restrict parking on the east side of Huron Street, just north of George Street. This section of Huron Street is only 24 feet wide and if there is a south bound vehicle on Huron at George Street and another parked on

the east side of the street, there is not enough room to turn from George Street. George Street is a collector street and this situation could cause a safety concern.

4. Restrict Parking at 600 S. Michigan (Near Bolles Street).

Recommendation:

- The Board of Public Works approved the installation of “No Stopping, Standing, or Parking between Signs” on the west side of Michigan Street from 100 feet north of Bolles Street to Bolles Street.
- The school has requested parking restrictions on the 600 block of S. Michigan Street, on the west side by Bolles Street. There is a driveway at Bolles Street that is the bus exit from Fox View School. Vehicles are parked too close to the intersection with Bolles Street. It creates confusion because the area is designated as a through lane and bus drivers do not know if vehicles are parked or driving thru the intersection.

5. Restrict Parking at 600 S. Michigan (Near Merrill Street).

- The Board of Public Works approved installing “No Stopping, Standing, or Parking between Signs” on the west side of Michigan Street from Merrill Street to 80 feet south of Merrill Street.
- The school has requested parking restrictions on the west side of Michigan Street from the corner of Merrill to the first driveway south. They have placed temporary no parking police signs there now. The school changed the bus driveway a few years ago which created enough space for cars to park between Merrill Street and the driveway. When vehicles park at that location, the buses cannot make the turn to get into the parking lot.

6. Increase the Limits of the Parking Restriction on the North Side of Westwood Drive Across from the Employee Entrance for Westwood Elementary School.

- The Board of Public Works approved increasing the limits for “No Stopping or Standing or Parking between Signs during School Hours When Children are Present 7:30 a.m. to 4:00 p.m.” on the north side of Westwood Street to extend in front of 1138 Westwood Drive (1390 feet east of Ninth Street).
- Staff received a complaint from Lamers Bus and the Police School Liaison that buses are having a difficult time turning out of the driveway when vehicles are stopped on the north side. Staff observed the situation and concurred with the concern.

7. Update Municipal Code for Bike Lanes.

- The Board of Public Works approved updating Section 150-22 of the Municipal Code to include the bike lanes as listed above.
- Bicycle lanes are listed in Section 150.22 of the Ordinance. Several bike lanes have been added over the past three years including:
 - i. American Boulevard – Fortune Avenue to Scheuring Road
 - ii. Fortune Avenue – Lawrence Drive to American Boulevard

ATTACHMENTS:

- Ord16-27 (DOCX)

ORDINANCE #16-27

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

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

DELETIONS

<i>No Parking</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Fifth	W	Grant	Reid

<i>No stopping or standing during school hours when children are present 7:30 a.m. to 4:00 p.m.</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Westwood	N	605/E. of 9 th	1020/E

ADDITIONS

<i>No Parking</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Fifth	W	155/N of Grant	Reid
Huron	E	George	95/N

<i>No standing, stopping or parking between signs.</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Fifth	W	Grant	155/N
Charles	S	30/W of Winnebago	30/E of Winnebago
Michigan	W	100/N of Bolles	Bolles
Michigan	W	Merrill	80/S of Merrill

<i>No stopping or standing during school hours when children are present 7:30 a.m. to 4:00 p.m.</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Westwood	N	605/E of 9 th	1390/E

Section 2: §150-23, Schedule F (Turning and Lane Designation) is hereby amended as follows:

ADDITION

<i>Bicycle Lane</i>			
<i>Street</i>	<i>Side</i>	<i>From</i>	<i>To</i>
American Boulevard	E & W	Fortune Avenue	Scheuring Road
Fortune Avenue	N & S	Lawrence Drive	American Boulevard

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

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

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 11/7/2016

Publication Date: _____

Effective Date: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #16-112, Authorizing Termination of 2016 & 2017 Agreement With Aging & Disability Resource Center of Brown County, Inc. and Approving 2017 Agreement (Nutrition Program).

Staff is requesting approval of the draft agreement with the Aging and Disability Resource Center in regards to administering the Nutrition Program. Our current contract covers 2016-17 however, both parties have mutually agreed to end the current contract as of December 31, 2016 and wish to enter into a new agreement for 2017. In the new draft of the agreement, the main difference is that the ADRC will employ a staff person 15-20 hours per week, who will no longer be employed by the City, thus the ADRC will no longer provide 50% reimbursement to the City for half of Senior Program Coordinator's salary and benefits. The ADRC will assume all responsibilities associated with administering the nutrition program and will continue to reimburse the City for associated rental obligations.

As a result, beginning in 2017 the Senior Program Coordinator's position will go down to a .5 FTE. The position will be responsible for administering programs and events for seniors as well as oversee the Summer Park Playground Program. The initial draft of this agreement has been reviewed by the City Attorney and currently is being reviewed by the Corporate Counsel of the ADRC.

Thank you for your time and consideration.

ATTACHMENTS:

- Reso16-112 (DOCX)
- ADRC 2017 DePere Contract DRAFT CC Clean 10-20-16 (2) (PDF)

RESOLUTION #16-112

AUTHORIZING TERMINATION OF 2016 & 2017 AGREEMENT
WITH AGING & DISABILITY RESOURCE CENTER OF BROWN
COUNTY, INC. AND APPROVING 2017 AGREEMENT
(Nutrition Program)

WHEREAS, the City, by Agreement with the Aging & Disability Resource Center of Brown County (ADRC), administers the ADRC's Nutrition Program at City's Community Center, which services include senior dining sites, homebound meal distribution and programming, as well as provision of a City staff person responsible for managing said Program; and

WHEREAS, the City is interested in terminating the 2016 & 2017 Agreement with Brown County and have the County assume the obligations noted above; and

WHEREAS, the County has the staff and capability of assuming those duties from the City as of January 1, 2017; and

WHEREAS, the County is interested in continuing to use the City's Community Center facilities to administer the Nutrition Program;

WHEREAS, the Board of Park Commissioners has reviewed this matter and recommends the City terminate its 2016 & 2017 Agreement and enter into a new 2017 Agreement regarding the use of City's facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Recreation Superintendent is hereby authorized and directed to notify, in writing, Brown County of the City's termination of 2016 and 2017 ADRC Agreement, effective January 1, 2016.

BE IT FURTHER RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the 2017 Agreement Between Aging & Disability Resource Center of Brown County, Inc. and City of De Pere, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

Resolution #16-112

Page 2 of 2

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 15th day of November, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

___ Agency Copy

___ Provider Copy

**2017 AGREEMENT BETWEEN
AGING & DISABILITY RESOURCE CENTER OF BROWN COUNTY, INC.
AND
CITY OF DE PERE**

This Agreement is made and entered into this 1st day of January 2017 by and between the Aging & Disability Resource Center of Brown County, Inc. ("ADRC"), a private, non-profit corporation organized and existing under the laws of the State of Wisconsin, with its principal place of business located at 300 South Adams Street in Green Bay, Wisconsin 54301 and the City of De Pere ("City"), a Wisconsin municipality in Brown County with its office located at the De Pere Community Center, 600 Grant Street, in De Pere, Wisconsin 54115.

WHEREAS, among other programs for residents of Brown County ("County") who are 60 years of age or older, adults with disabilities and their caregivers ("Participants"), the ADRC administers the Nutrition Program, under Title 45 CFR Part 1321 of the Older Americans Act ("Act") according to the Wisconsin Aging Network Manual of Policies, Procedures and Technical Assistance ("Program"); and

WHEREAS, the City, is committed to providing said Program to its older citizens and partnering with the ADRC to assure that nutrition and socialization opportunities are available.

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

1. **TERM OF AGREEMENT:** It is agreed among the parties that this Agreement shall become effective January 1, 2017 and shall expire on December 31, 2017 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be renewed with the mutual written consent of the ADRC and the City for consecutive terms of one year ("Renewal Term(s)") not to exceed four (4) additional years.
2. **ADRC'S DUTIES AND RESPONSIBILITIES:** It is agreed among the parties that the ADRC's duties, responsibilities and obligations hereunder are as follows:
 - A. Establish and continue administering the Program in the City's facility located at 600 Grant Street in De Pere, Wisconsin ("Facility") in accordance with the Act and regulations promulgated thereunder.
 - B. Appoint and employ, for fifteen to twenty (15-20) hours per week, a Dining Site Assistant, who shall be responsible for managing the nutrition aspects of the Program at the Facility, the major responsibilities to include that said Dining Site Assistant:
 - i. Organizes, supervises, coordinates and monitors the operations of the dining site.
 - ii. Ensures dining site is welcoming and supportive of Participants.
 - iii. Ensures food handling and service meets *Serving Safe Food* guidelines.
 - iv. Recruits, orients and supports volunteers to assist at the dining site.
 - v. Records and submits monthly hours of said volunteers.
 - vi. Maintains accurate participation records and other Program documentation.

- vii. Supports and mentors senior aides, WISE workers, volunteers, etc. at the dining site.
 - viii. Ensures that meal Participants have the opportunity to contribute to the cost of the meal and that contributions are handled according to the applicable federal and agency policies.
 - ix. Plans and organizes opportunities for nutrition education, wellness and socialization at the dining site in collaboration and coordination with the City's staff who shall be in charge of providing senior programming in cooperation therewith.
 - x. Maintains adequate and accurate inventory of supplies.
 - xi. Participates in the planning and goal-setting efforts of ADRC.
- C. Pay annual rent totaling \$2,840 for the use of the Facility to be paid on a quarterly basis of \$710 per quarter, for 2017. Such rent is subject to a yearly increase; provided, City gives notice to ADRC, per Section 9 below ("Notice") of any increase no later than May 31st of the year preceding the proposed increase; such increase does not exceed a 3% increase for any given Renewal Term and the ADRC is in agreement therewith.
- D. Provide insurance and indemnification as required under the Appendices A(1) and A(2) attached hereto and incorporated herein by reference.
- E. Comply with the applicable provisions of the Community Center Users Guide not specifically referenced within this Agreement.
- F. Provide the disposable supplies, heated delivery bags and on-site kitchen warming units necessary for the administration of the Program. Provide repairs or replacement of such items when deemed necessary in the reasonable discretion of the ADRC.
- G. ADRC employees employed at the Facility shall retain keys from the City to access areas located on the lower level of the Facility that are necessary for their administration of the Program.
3. CITY'S DUTIES AND RESPONSIBILITIES: It is agreed among the parties that, throughout the Initial Term and any Renewal Term(s) hereof, the City's duties, responsibilities and obligations hereunder shall be as follows:
- A. To provide an adequate Facility including office space and access to locked cabinets, sufficient for the ADRC's administration of the Program in compliance with all applicable federal, state and local standards and regulations.
 - B. To ensure that the Facility will be available for meals from 9:00 AM - 1:00 PM, Monday through Friday, with the following exceptions: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and other days mutually agreeable to the ADRC and City. Note that if the public school district closes their schools due to inclement weather, dining site(s) in that district will not serve meals or deliver homebound meals.
 - C. To provide an adequate and sufficient number of tables, chairs and serving equipment at the Facility to allow for the ADRC's proper administration of the Program.
 - D. In addition to the items previously referred to in Section 3 of this Agreement, to furnish the Facility with all basic supplies necessary for the ADRC's proper administration of the Program

that are not being provided by the catering service (i.e. salt/pepper shakers, cream dispensers, coffee makers, coffee carafes, water pitchers, silverware trays, garbage bags, hand soap, etc.).

- E. To furnish the ADRC, and any of its agents, volunteers or representatives performing hereunder, with secure office space in the Facility, as well as a lockable drawer for storing dining site donations of cash or check, a telephone, a fax machine and a computer with internet capabilities to be used by the ADRC in a manner consistent herewith. The City shall provide the ADRC with keys to all locked and secured areas furnished hereunder.
 - F. To provide sufficient access to an area within the Facility that is served by water.
 - G. To the greatest extent feasible, to provide snow removal and salting at the Facility prior to 9:00 AM.
 - H. To meet the state and federal service standards set by the state and federal laws governing the Program and services provided thereunder.
 - I. To promptly give Notice to the ADRC whenever it is unable to comply with the aforementioned state and federal laws.
 - J. To furnish the ADRC with certificates of insurance to demonstrate that it has procured the insurance required under the Appendix A(2) attached hereto and incorporated herein by reference.
4. **AGENTS, EMPLOYEES AND REPRESENTATIVES OF ONE PARTY NOT AGENTS OR EMPLOYEES OF OTHER PARTY:** The parties to this Agreement specifically intend, agree and understand that no relation of employer-employee is created by this Agreement. No agent, employee, representative or contractor of the one party shall be or shall be deemed to be the agent, employee, representative or contractor of another party hereto.
5. **INDEMNITY AND INSURANCE REQUIREMENTS:** See Appendices A(1) and A(2).
6. **AMENDMENT, ASSIGNMENT:** This Agreement may be amended from time to time upon mutual written agreement of the parties hereto and as may be required by applicable state and federal agencies and regulations.
- No party hereto shall have the right to assign this Agreement or any part hereof to any person, firm or corporation, without the written consent of the other party, which written consent may not be arbitrarily withheld.
7. **TERMINATION:** This Agreement may be terminated during its Initial Term or during any Renewal Term thereafter by the mutual consent of the parties hereto. Alternatively, any party may terminate this Agreement during its Initial Term or during any Renewal Term thereafter by giving sixty (60) days' Notice to the other party of such termination and cancellation. In addition, any party may terminate this Agreement, if the other party fails to comply with the terms and conditions of this Agreement, by giving fifteen (15) days' Notice to the other party of such default. The non-defaulting party, in its sole discretion, may allow the defaulting party a reasonable amount of time to cure if the non-defaulting party determines that the default is amenable to cure. The non-defaulting party's decision to allow

the defaulting party a reasonable amount of time to cure said default in one instance does not constitute a waiver of a subsequent default of the same or any other term of this Agreement, nor shall it be deemed to waive the need for further consent or approval from the non-defaulting party to cure any subsequent defaults, regardless of its nature.

8. **FORCE MAJEURE:** If the performance of any part of this Agreement is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, Notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said Notice of the Force Majeure Event, this Agreement may be terminated by giving further Notice of the same.
9. **NOTICE:** Any and all Notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

CITY OF DEPERE at:
 Paula Rahn
 Recreation Superintendent
 600 Grant Street
 De Pere, WI 54115
prahn@mail.de-pere.org
 (920) 339-2471

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

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

10. **VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the ADRC and City shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
11. **NON-DISCLOSURE:** For the purposes of this Agreement, the parties agree to the following definitions.
Discloser - The term "Discloser" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.
Recipient - The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

Sensitive and/or Confidential Information - The term "Confidential Information" as used herein means:

- o Applications for services
- o Identity of customers
- o Any other financial information regarding the ADRC, Brown County or its customers in the application for services.

Sensitive and/or Confidential Information for purposes of this Agreement does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

CITY agrees to maintain the confidentiality of all information specifically designated herein as Sensitive or Confidential Information unless withholding the same would violate the law or create a risk of significance to the public.

12. CONFLICT OF INTEREST:

- A. Interest in Agreement - No officer, employee or agent of the ADRC who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.
- B. Interest of Other Local Public Officials - No member of the governing body of the ADRC, who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.
- C. Interest of Corporation and Employees - If the City is aware or becomes aware that any person described in Sections 12, A. or B. of this Agreement has any personal financial interest, direct or indirect, in this Agreement, the City shall immediately disclose such knowledge to the ADRC. The City further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The City further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed or subcontracted.

13. **SEVERABILITY:** The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

14. CONSTRUCTION: All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.
15. SIGNATURE AUTHORITY: The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Agreement.
16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the ADRC and the City with respect to the subject matter hereof and there is no other or further written or oral understandings or agreements with respect hereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized representatives of the ADRC and the City.

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

CITY OF DEPERE

Michael J. Walsh, Mayor

Date

AGING & DISABILITY RESOURCE CENTER
OF BROWN COUNTY, INC.

Marvin Rucker, Chairperson

Date

Devon Christianson, Director

Date

CITY OF DEPERE
LISTING OF APPENDICES

- Appendix A (1) - Indemnity and Insurance Requirements
- Appendix A (2) - City Insurance Certificate
- Appendix A (3) - ADRC Insurance Certificate



APPENDIX A (1) INDEMNITY AND INSURANCE REQUIREMENTS

Hold Harmless

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

Insurance Requirements

Each party shall provide and maintain at its own expense during the Initial Term or any Renewal Term(s) of this Agreement, insurance policies covering its operations hereunder. Such insurance shall be provided by insurer(s) authorized to conduct business in the State of Wisconsin.

Neither party shall commence work under this Agreement until all the insurance required hereunder is obtained and such insurance has been approved by a representative of the other party, nor shall either party allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a representative of the other party.

Explanation of Insurance Requirements

Each Party shall maintain the following types of insurance in the amounts at least equal to those specified:

- A. **Worker's Compensation Insurance**, in compliance with the laws of the State of Wisconsin and its statutory limits with Employer's Liability Insurance in an amount not less than \$100,000 per claimant.
- B. **General Liability Insurance**, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence for general liability and an annual aggregate of \$2,000,000.
- C. **Automobile Liability Insurance**, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence which includes all autos (owned, hired and non-owned).

Additional Insured

Each party agrees that the General Liability and Automobile Liability insurance policies shall be endorsed to name the other party as a certificate holder with respect to: liability arising out of

activities performed by or on behalf of the provider; products and completed operations; premises owned, occupied or used; or automobiles owned, leased, hired or borrowed. The coverage shall contain no special limitations on the scope of protection to the other party.

Cancellation Notice

The other party certificate holder shall be given thirty (30) days' Notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

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

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

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

The certificate of insurance will be delivered to the other party prior to the execution of this Agreement.

The certificate holder shall be noted as:

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

City of De Pere
335 S. Broadway Street
De Pere, WI 54115

APPENDIX A (2)
CITY INSURANCE CERTIFICATE

Provider – Please insert copy.



APPENDIX A (3)
ADRC INSURANCE CERTIFICATE



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #16-113, Authorizing Seventh Amendment to Lease Agreement Between the City of De Pere and Humana Insurance Company.

I have included a proposed amendment to the Humana Lease for the Sports Park property. The Board of Park Commissioners is recommending the approval of the amendment.

De Pere Baseball utilized the field last summer extensively, and has supported the continuation of the park.

ATTACHMENTS:

- Reso16-113 (DOCX)
- Seventh Amendment to Lease - De Pere WI (DOC)

RESOLUTION #16-113

AUTHORIZING SEVENTH AMENDMENT TO LEASE AGREEMENT BETWEEN
THE CITY OF DE PERE AND HUMANA INSURANCE COMPANY

WHEREAS, the City and Humana Insurance Company are parties to a Lease Agreement originally dated December 4, 2000, pertaining to certain property owned by Humana and leased by City for purposes of recreation; and

WHEREAS, the parties desire to extend the Lease Agreement so that it expires October 31, 2018; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Seventh Amendment to the Lease Agreement between the City of De Pere and Humana Insurance Company, attached and incorporated as Exhibit 1.

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 15th day of November, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

SEVENTH AMENDMENT TO LEASE

THIS AGREEMENT is executed this ____ day of _____, 2016 by and between CITY OF DE PERE, a Wisconsin Municipal Corporation ("City"), and HUMANA INSURANCE COMPANY, a Wisconsin corporation f/k/a EMPLOYERS HEALTH INSURANCE COMPANY ("Humana").

WITNESSETH

WHEREAS, pursuant to that certain Lease Agreement, City is currently leasing from Humana, 22 acres located at 1100 Employers Boulevard, City of De Pere, Brown County, Wisconsin, Humana desires to extend the Term of the Lease Agreement for a period of Twenty-Five (25) months, and the City has agree to such extension on the terms and conditions contained herein.

WHEREAS, the Lease made by and between the parties will expire on September 30, 2016, and the parties are desirous of extending the term thereof.

NOW, THEREFORE, for valuable and other good consideration, the receipt and sufficiency, of which is hereby acknowledged and the promises and covenants herein contained, it is mutually agreed as follows:

1. The above recitals are true and correct and are hereby incorporated in this Fourth Amendment as if set forth herein at length. Any and all capitalized terms not defined herein shall have the definitions set forth in the Lease.
2. The term of the Lease shall be extended for a period of Twenty-Five (25) months to commence on October 1st, 2016 and to expire on October 31st, 2018.
3. The Lease may be terminated by either party upon thirty (30) days written notice.
4. The City shall keep the park in good condition in accordance with the maintenance schedule contained in Exhibit A attached hereto.
5. All other provisions, terms and conditions of the Lease shall remain in full force and effect throughout the extension period as identified herein.

- - SIGNATURE PAGE TO FOLLOW - -

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease and delivered this agreement as the date first above written.

AGREED AND ACCEPTED:

Witness:

HUMANA
HUMANA INSURANCE COMPANY
A Wisconsin Corporation

(As to Landlord)

By: _____
Its: _____

CITY
CITY OF DE PERE
A Wisconsin Municipal Corporation

(As to Tenant)

By: _____
Its: _____

EXHIBIT A
Maintenance Schedule

- General mowing – 1x/week
- Mowing of all ball fields – 1x/week
- Trimming – 1x/every two weeks
- Ball diamond grooming – 1x/week. Daily if active.
- Bathroom maintenance – 1x/week. Daily if active.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #16-114, Authorizing Amendment to Boat Launch Fees.

The Board of Park Commissioners is recommending approval to changes in the seasonal boat launch pass program administered by Brown County. The current fee for all adults is \$30 per year. The change would increase the boat launch pass to \$35/year and establish a new rate of \$30/year for Seniors ages 62 and older. The day pass fees would stay the same at \$5 per day.

ATTACHMENTS:

- Reso16-114 (DOCX)

RESOLUTION #16-114

AUTHORIZING AMENDMENT TO BOAT LAUNCH FEES

WHEREAS, in February 1989, the City of Green Bay, the City of De Pere and Brown County agreed upon a uniform fee system for boat launching at public ramps within their borders, eliminating the need for multiple launch passes; and

WHEREAS, Brown County has requested that the annual permit fee for a seasonal pass be raised to \$35 and a discounted rate of \$30 be established for seniors 62 and older; and

WHEREAS, §30-4(h)(3) De Pere Municipal Code requires that permit fees be established by resolution; and

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

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The following permit fees are applicable to boat ramp user permits issued in the City of De Pere:

	<u>Current</u>	<u>New</u>
Annual Permit	\$30	\$35
Annual Permit (Seniors 62 and older)	N/A	\$30
Additional Vehicle	\$5 for each additional vehicle	no change
Daily Permit	\$5	no change

BE IT FURTHER RESOLVED THAT:

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

Resolution #16-114
Page 2 of 2

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

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-114 (5266 : Resolution #16-114, Authorizing Amendment to Boat Launch Fees.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Resolution #16-115, Authorizing Street Name Change (Innovation Court to Innovation Drive).

On October 24, 2016 the Plan Commission recommended approval of the above referenced street name change request with a vote of 4-1.

ATTACHMENTS:

- Reso16-115 (DOCX)
- Exhibit A - Site Map (PDF)
- Report to Plan Commission - Innovation Street Name (DOCX)
- 61 CSM 152 (PDF)

RESOLUTION #16-115

AUTHORIZING STREET NAME CHANGE
(Innovation Court to Innovation Drive)

WHEREAS, Innovation Court was initially created by Certified Survey Map on the north side of Southbridge Road in 2012; and

WHEREAS, Volume 61, Certified Survey Map, Page 152, Map Number 8641, incorrectly continued Innovation Court south of Southbridge Road; and

WHEREAS, the suffix “Court” being utilized on both streets will likely cause confusion for the public, businesses and emergency vehicles due to the continuation of the Court naming on both side of Southbridge Road; and

WHEREAS, future plans for Innovation Court, located to the south side of Southbridge Road, propose an extension of the street to another right-of-way as a through street. Since the suffix “Court” is typically used for cul-de-sacs, it is proposed that Innovation Court be renamed Innovation Drive; and

WHEREAS, renaming this segment of street will not impact the street address used by the abutting parcels; and

WHEREAS, the Plan Commission has reviewed such request and recommends approval thereof; and

WHEREAS, Wis. Stats. §236.295 requires the Common Council to consent to such name change.

NOW THEREFORE, BE IT RESOLVED THAT:

The Common Council approves and authorizes the street name change of Innovation Court south of Southbridge Road to Innovation Drive as shown on the scale map attached as Exhibit A.

Attachment: Reso16-115 (5230 : Resolution #16-115, Authorizing Street Name Change (Innovation Court to Innovation Drive).)

Resolution #16-115

Page 2 of 2

BE IT FURTHER RESOLVED THAT:

The Clerk-Treasurer is directed to record a certified copy of this Resolution with the Brown County Register of Deeds.

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 1st day of November, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: ____

Nays: ____

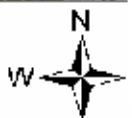
Attachment: Reso16-115 (5230 : Resolution #16-115, Authorizing Street Name Change (Innovation Court to Innovation Drive).)

Street Name Change: Innovation Court to Innovation Drive



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



10/18/2016

Packet Pg. 101

- Item XX:** Recommendation regarding a street name change for the suffix of Innovation Court to change to Innovation Drive, located south from Southbridge Road. Submitted by City of De Pere.*

SITE MAP



REQUESTED ACTION: Street Name Change request.

On the south side of Southbridge Road only, change the suffix name of Innovation Court to Innovation Drive.

COMMON DESCRIPTION:	Innovation Court, located on the south side of Southbridge Road only.
PARCEL NUMBERS:	Not applicable.
EXISTING ZONING:	Not applicable.
PROPOSED ZONING:	Not applicable.
SURROUNDING LAND USES:	Vacant agricultural uses.
COMPREHENSIVE PLAN:	Commercial and commercial park development.
APPLICANT NAME:	City of De Pere
SITE HISTORY:	In 2012, Innovation Court was created by Certified Survey Map on the <u>north side</u> of Southbridge Road. In 2016, a street opposite Innovation Court was created by a different Certified Survey Map on the <u>south side</u> Southbridge Road. The new street on the south side was inappropriately given the repeated name of "Innovation Court." The new street primary name "Innovation" is proper. However, the suffix "Court" likely will cause confusion for the public, businesses and emergency vehicles because of redundant naming, and the term "Court" referencing a cul-de-sac when the street likely will be a through street in the future.
REVIEW:	When reviewing a street name change request, staff considers the logic and appropriateness of a new name, the avoiding of repeating names, and ease of wayfinding for the public, businesses, and emergency vehicles. The proposed street suffix change would do the following: • The suffix "Court" is typically used for cul-de-sacs and "Drive" is typically used for through streets. The suffix is logical and appropriate as the proposed future of the street is to one day be extended to connect to another right-of-way as a through street. • "Innovation Drive" is not repeated elsewhere in Brown County. • By having a unique suffix, with a prime name that matches the opposite street, ease of public, business, and emergency wayfinding is maximized. For street name change applications, the Plan Commission provides a recommendation to the Common Council. The Common Council then reviews a resolution to change the street name.
STAFF RECOMMENDATION:	Staff recommends APPROVAL of the street name change request with no conditions.

8641

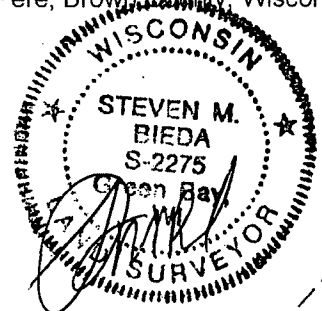
2736570

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	382.71	353.65	364.31	S88°40'35"E	62°00'16"	N60°19'18"E, S57°40'27"E
3-4	188.39	553.41	187.48	S48°21'26"W	19°30'16"	N38°36'18"E, S58°06'34"W
5-6	186.00	633.41	185.33	N46°56'48"E	16°49'30"	N38°32'03"E, S55°21'33"W

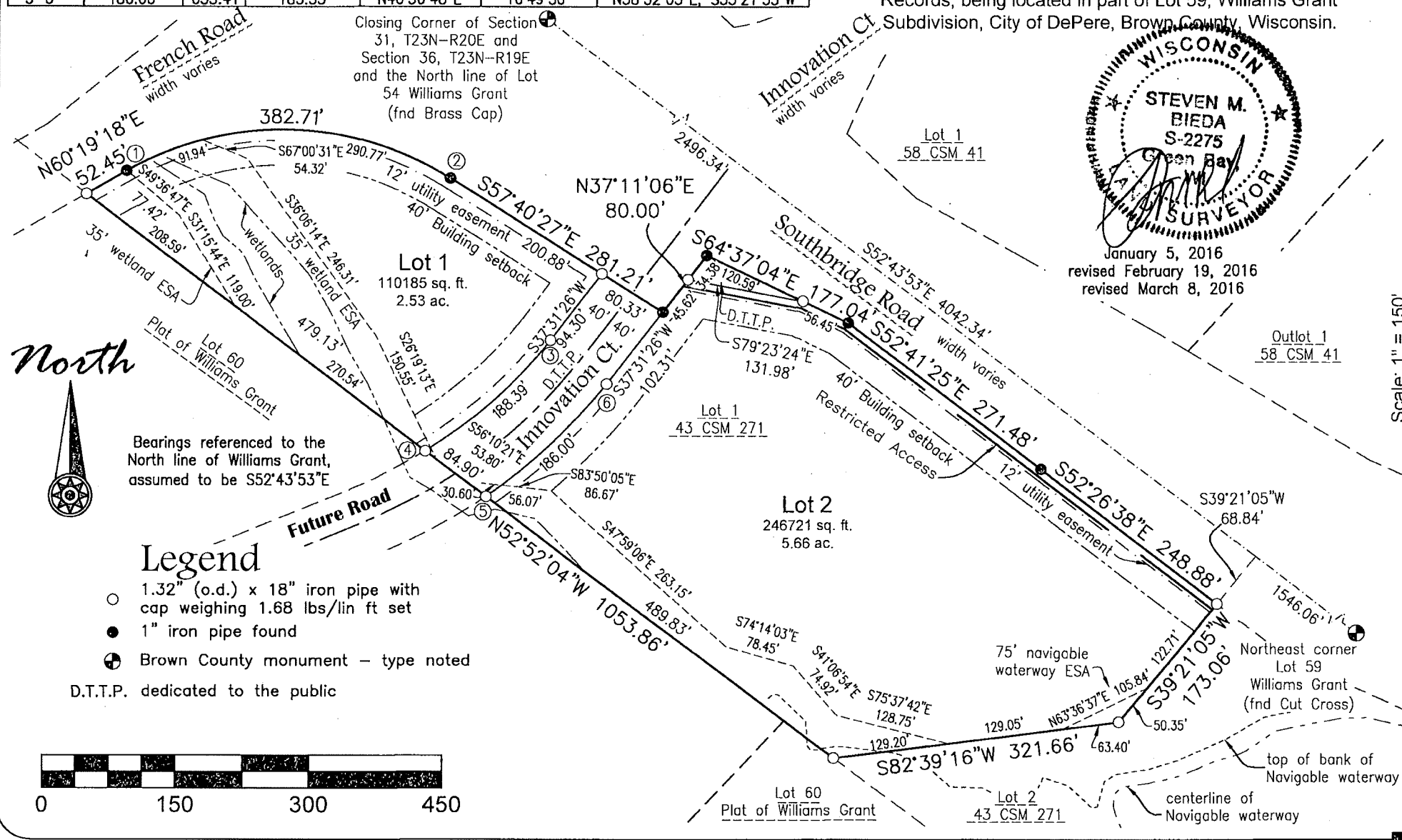
Certified Survey Map

All of Lot 1, Volume 43, Certified Survey Maps, Page 271, Map No. 6530, Document No. 1882893, Brown County Records, being located in part of Lot 59, Williams Grant Subdivision, City of DePere, Brown County, Wisconsin.

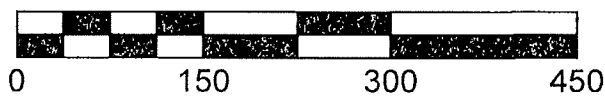


January 5, 2016
revised February 19, 2016
revised March 8, 2016

Scale: 1" = 150'



- Legend**
- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
 - 1" iron pipe found
 - ⊕ Brown County monument – type noted
- D.T.T.P. dedicated to the public



Sheet One of Three
Project No.: C-10905
Drawing No.: L-9448

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Client: Mark Soderlund
Tax Parcel: WD-L436-2
Drafted By: MRA
File: C-10905CSM 121715.dwg



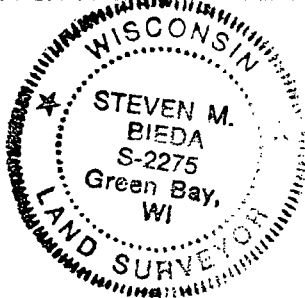
SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped Lot 1, Volume 43, Certified Survey Maps, Page 271, Map No. 6530, Document No. 1882893, Brown County Records, being part of Lot 59, Williams Grant Subdivision, City of DePere, Brown County, Wisconsin.

Parcel contains 381,771 square feet / 8.76 acres more or less.
Right of way dedication contains 24,866 square feet / 0.57 acres more or less.
Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes and the City of DePere, in surveying, dividing and mapping the same.


Steven M. Bieda PLS-2275
January 5, 2016
revised February 19, 2016
revised March 8, 2016



NOTES

A Shoreland Permit from the Brown County Zoning Administrator's office is required prior to any construction, fill, or grading activity within 300 feet of a stream.

No improvements or structures are allowed between the right of way and the highway setback line. Improvements and structures include, but are not limited to signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation District Office for more information. The phone number may be obtained by contacting the County Highway Department.

The lots of this land division may experience noise at levels exceeding the levels in S. Trans 405.04 Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity.

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right of way of French Road and/or Southbridge Road; It is expressly intended that this restriction constitute a restriction from the benefit of the public as provided in S. 236.293, STATS., and shall be enforceable by the Department or its assigns. Any access shall be allowed only by special exception. Any access allowed by special exception shall be confirmed and granted only through the driveway permitting process and all permits are revocable.

Lots 1-2 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corp of Engineers, Brown County Planning Commission, or the local municipality Zoning Administrator's office prior to any development activity.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Lots 1-2 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands, all lands within 35 feet of wetlands 2 acres in size, and all land within 75 feet of the ordinary high water mark of navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

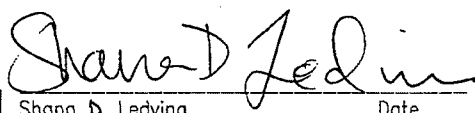
CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of DePere this 11 day of March, 2016.


Shana D. Ledvina - City Clerk

CERTIFICATE OF THE TREASURER

As City of DePere Treasurer, I hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

 3/11/2016
Shana D. Ledvina Date
City of DePere Treasurer



Sheet Two of Three
Project No.: C-10905
Drawing No.: L-9448.

2736570



OWNER'S CERTIFICATE

As Owners, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. We also certify that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

CITY OF DE PERE

Mark E. Soderlund

Mark E. Soderlund
undivided 1/2 interest

Michael P. Fleming

Michael P. Fleming
undivided 1/2 interest

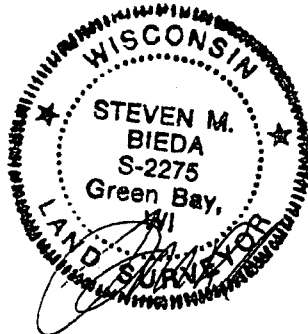
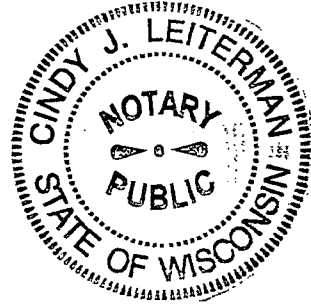
Personally came before me this 11 day of March, 2016 the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Cindy J. Leiterman

Notary Public
Brown County, Wisconsin

My Commission Expires 9-20-19

STATE OF WISCONSIN]
COUNTY OF BROWN] SS



January 5, 2016
revised February 19, 2016
revised March 8, 2016

Office of the Register of Deeds Brown County, Wisconsin	
Received for Record	<u>3/14</u> , 20 <u>16</u>
at <u>1:32</u> o'clock <u>P</u> M and recorded as	
Document #	<u>2736570</u> in
Volume <u>41</u> of <u>ams</u>	on Page <u>152</u> <u>154</u>
<i>Debra A. Dore, Deputy</i> Cathy Williquette Lindsay, Register of Deeds	

Sheet Three of Three
Project No.: C-10905
Drawing No.: L-9448

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #16-116, Authorizing Partial Release of Utility Easement (East Matthew Drive).

The Board of Public Works at the November 7, 2016 meeting approved the Release of Easement request at 1745 E. Matthew Drive, subject to the release by utilities that have authority to utilize the easement.

REQUESTED ACTION:

Release of Easement Request.

Release of a utility easement on the subject property to allow for future building, parking lot, and loading dock expansion.

COMMON DESCRIPTION:

1745 E. Matthew Drive, located south from the E. Matthew drive and Scheuring Road intersection.

PARCEL NUMBERS:WD-D0048-2

EXISTING ZONING:I-B-2 (Industrial Business-2 District)

PROPOSED ZONING:None.

SURROUNDING LAND USES:Industrial and business uses to north, south, east and west.

COMPREHENSIVE PLAN:Business park to north south, east, and west.

APPLICANT NAME:

Troy E. Hewitt, RLS, authorized agent for Burkland Development LLC

Robert E. Lee INC

1250 Centennial Center BLVD

Hobart, WI 54155

SITE HISTORY:

The utility easement was created, by Certified Survey Map, in 1985. The subject vacant property was originally sold to the property owners for industrial development in 1991. An expansion occurred in 2012 on the west side of the building. Part of the existing building and drive lanes were constructed over the top of the utility easement that was created in 1985.

In order to allow for further expansion of the building and drive lanes, the petitioner proposed that the utility easement be released.

REVIEW:

When reviewing a release of easement request, staff considers the future need for utilities in the area as well as the location of alternative easements, recommendation of the Comprehensive Plan, and proposed future development.

1. City staff reviewed the easement and determined the easement to not be necessary for City needs. Other utilities including, power, telephone, cable, etc., have been consulted regarding the needed use of the easement 75% have responded thus far indicating the easement is not necessary.

2. The future needs of utilities may be accommodated by street fronted utility easements, as well as an easement that runs along the north property line of the subject parcel.
3. The Comprehensive plan identifies business park use in the area, but there is not a proposed street redesign, etc., that would trigger the need for more utility easements.
4. Future developments have access to street fronted easements.

For rezoning applications, the Board of Public Works provides a recommendation to the Common Council. The Common Council reviews the release, and if approved, formal Release of Easement documents are prepared by the City Attorney for signing by utilities and recording at the Register of Deeds office.

ATTACHMENTS:

- Reso16-116 (DOCX)
- Release of Utility Easement - East Matthew Drive (PDF)
- Exhibit A (PDF)
- Site Map (PDF)
- CSM RECORDED 15_CSM_215 (PDF)

RESOLUTION #16-116

AUTHORIZING PARTIAL RELEASE OF UTILITY EASEMENT
(East Matthew Drive)

WHEREAS, a utility easement exists on Parcel WD-D0048-2 located at 1745 East Matthew Drive, which was created by Certified Survey Map in 1985; and

WHEREAS, construction done by property owner in 2012 has caused building expansion over the existing utility easement; and

WHEREAS, property owner has requested a release of the utility easement to allow for further building expansion and development; and

WHEREAS, the Board of Public Works has reviewed such release of utility easement, determined said easement is not necessary for City purposes, and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Partial Release of Utility Easement attached hereto and incorporated as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further 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 15th day of November, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-116 (5297 : Resolution #16-116, Authorizing Partial Release of Utility Easement (East Matthew Drive).)

Document Number**PARTIAL RELEASE OF UTILITY EASEMENT**

The **City of De Pere**, a Wisconsin municipal corporation, hereby releases its rights, title and interest under the certain public utility easement affecting the following described real property:

Part of Lot 1, Volume 15 of Certified Survey Maps, Page 215, Map Number 2979, Document Number 1061756, being part of the Northeast 1/4 of the Northeast 1/4 of Section 32, T23N, R20E, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the northeast corner of said Lot 1; thence S00°27'51"W, 12.00 feet on the east line of said Lot 1 to the POINT OF BEGINNING; thence continuing S00°27'51"W, 328.00 feet on said east line to the southeast corner thereof; thence N89°02'49"W, 397.00 feet on the south line of said Lot 1 to the east line of an existing utility easement; thence N00°27'51"E, 6.00 feet; thence S89°02'49"E, 385.00 feet on a line that is 6 feet northerly of and parallel to said south line; thence N00°27'51"E, 322.00 feet on a line that is 12 feet west of and parallel to said east line of Lot 1 to a south line of an existing utility easement; thence S89°02'49"E, 12.00 feet to the Point of Beginning.

A map showing the area to be discontinued is attached hereto and incorporated herein by reference as Exhibit A.

This space is reserved for recording data

Return to

Judith Schmidt-Lehman
City of De Pere
335 South Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

WD-D0048-2

Signed this _____ day of _____, 2016.

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

State of Wisconsin)
Brown County) ss.

This instrument was acknowledged before me on this ____ day of _____, 2016 by the above named person(s).

(Signature, Notary Public, State of Wisconsin)

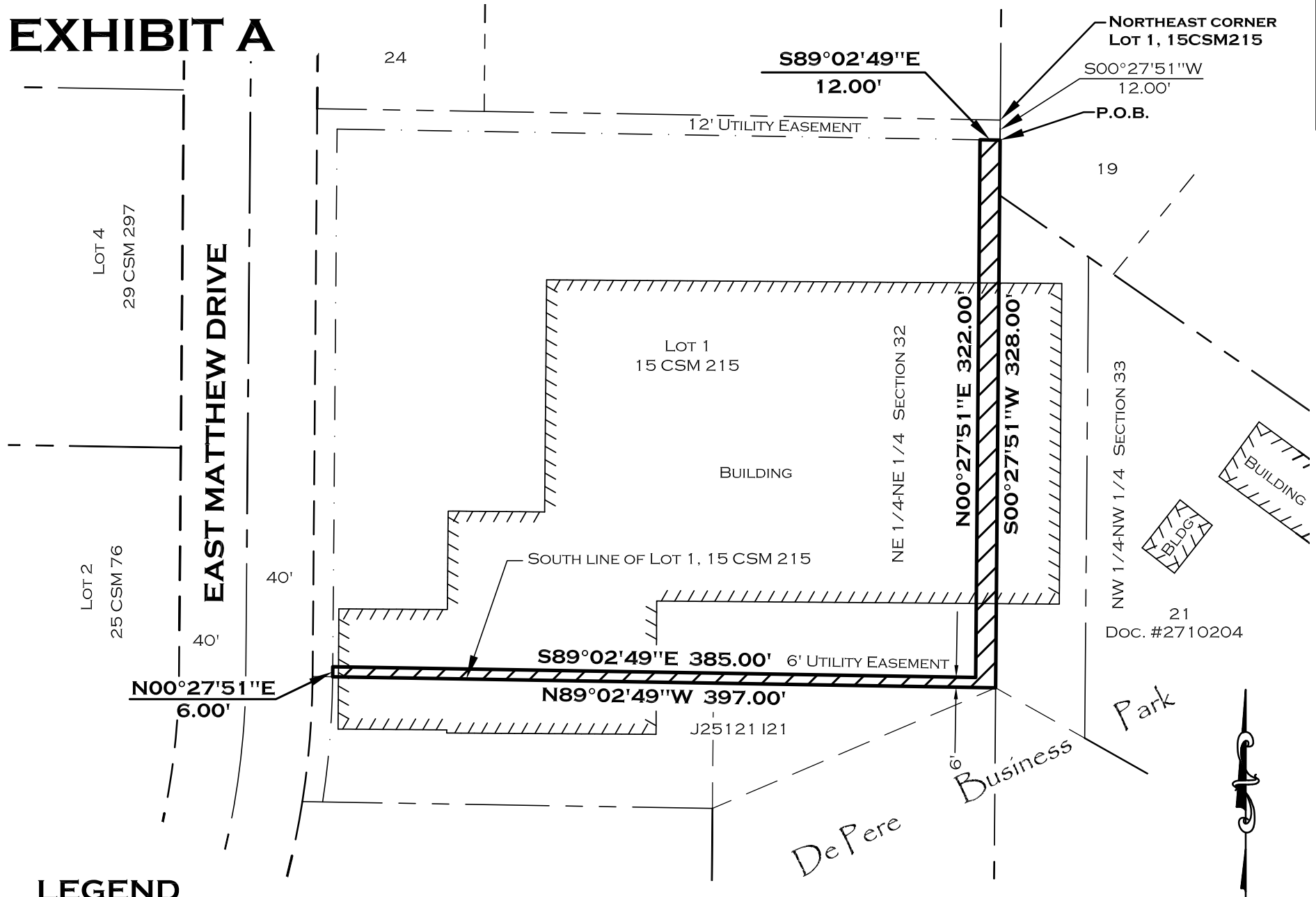
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

(SEAL)

This document was drafted by Judith Schmidt-Lehman.

EXHIBIT A



LEGEND

P.O.B. POINT OF BEGINNING



EASEMENT RELEASE AREA

SCALE: 1"=80'



DRAFTED BY: T. HEWITT ON 10/21/2016

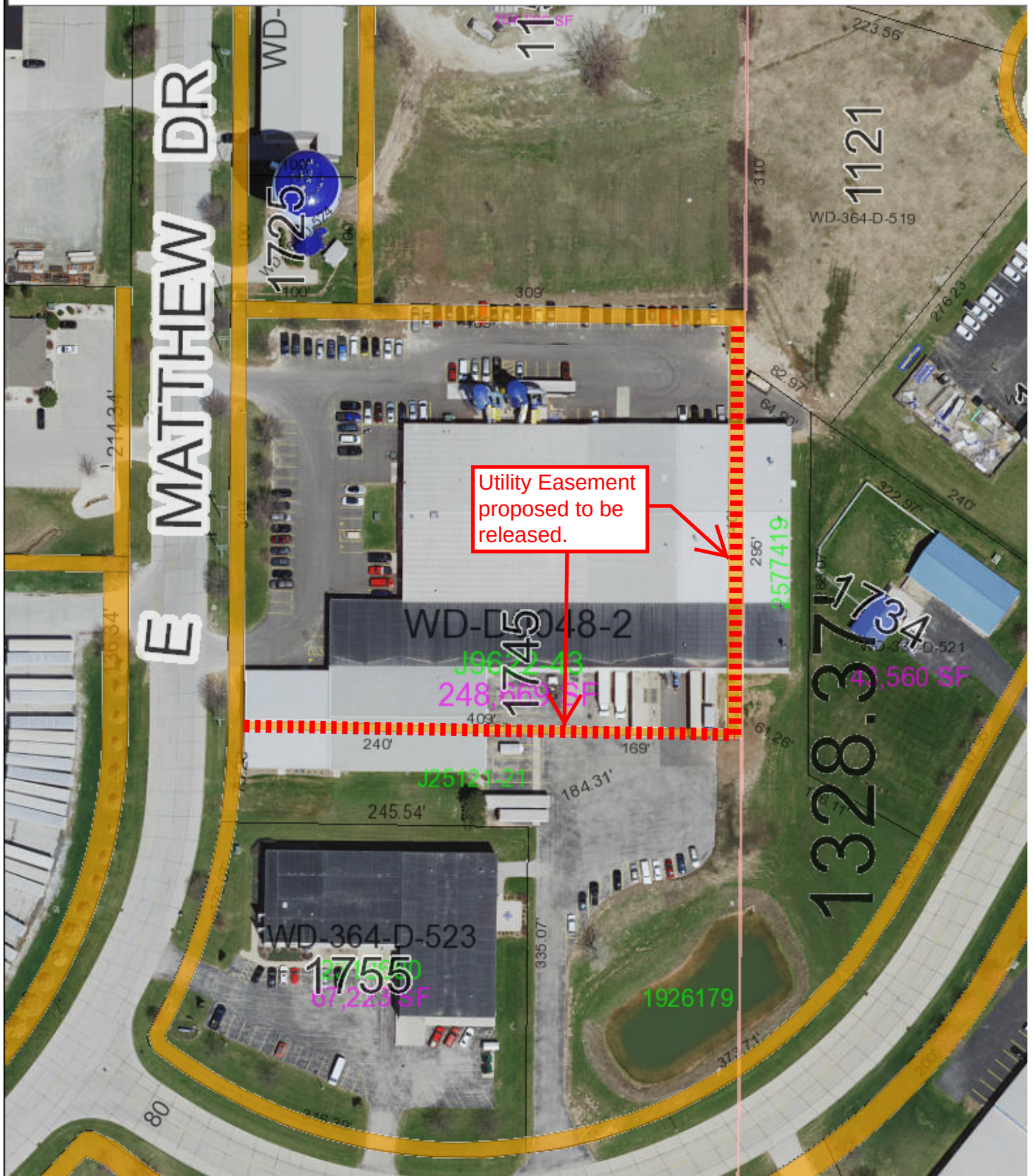
R:\2000\2035\2035214\DWG\EASEMENT RELEASE.DWG

PREPARED BY:



ROBERT E. LEE & ASSOCIATES, INC.
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
 1250 CENTENNIAL CENTRE BOULEVARD
 HOBART, WI. 54155 PHONE:(920) 662-9641
 FAX:(920) 662-9141 INTERNET: WWW.RELEEINC.COM

Release of Easement at 1745 E. Matthew Drive (WD-D0048-2)



Attachment: Site Map (5297 : Resolution #16-116, Authorizing Partial Release of Utility Easement (East Matthew Drive).)



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



10/18/2016

Packet Pg. 112

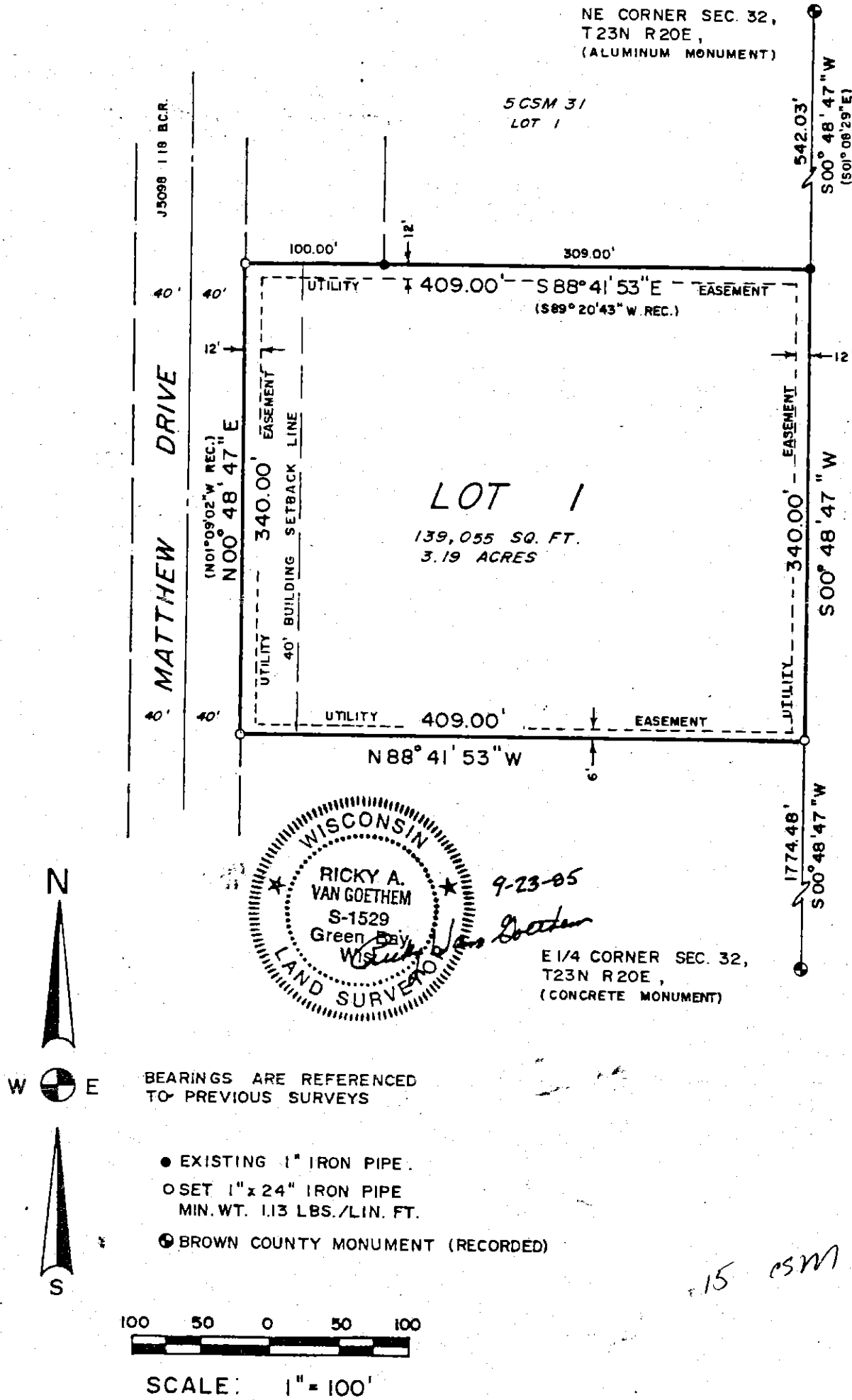
1061756

2979

DRAFTED BY D. REIM JN 404079 DISK 14 "404075" 9 - 19 - 1985

CERTIFIED SURVEY MAP

PART OF THE NE 1/4 OF THE NE 1/4, SECTION 32,
T 23N R 20E, CITY OF DEPERE, BROWN CO., WI.



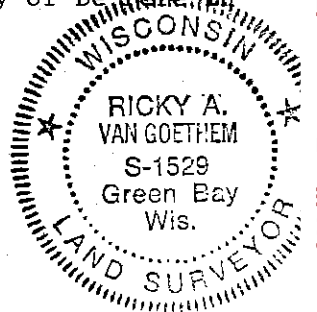
I, Ricky A. Van Goethem, Registered Land Surveyor, hereby certify that by the order and under the direction of the City of De Pere Administrator, Jerome Smits, I have surveyed, divided and mapped a parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 32, T23N-R20E, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the Northeast corner of said Section 32, T23N-R20E; thence S00°48'47"W (recorded as S01°08'29"E) along the East line of the said NE 1/4 of the NE 1/4, a distance of 542.03 feet to the Southeast corner of Lot 1 of 5 CSM 31 Brown County Records, the Point of Beginning; thence continuing S00°48'47"W along said East line, a distance of 340.00 feet; thence N88°41'53"W, a distance of 409.00 feet; thence N00°48'47"E (recorded as N01°09'02"W) along the East right-of-way line of Matthew Drive, a distance of 340.00 feet; thence S88°41'53"E (recorded as S89°20'43"W) along the South line of said Lot 1 of 5 CSM 31, B.C.R., and the extension of said line, a distance of 409.00 feet to the Point of Beginning... containing 139,055 square feet or 3.19 acres of land more or less.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the subdivision ordinances of the City of De Pere in surveying and mapping of the same.

Dated this 24th day of September, 1985.

Ricky A. Van Goethem
Ricky A. VanGoethem, RLS #1529



OWNER'S CERTIFICATE

As owners, we the undersigned hereby certify that we caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on the plat. We also certify that this plat is required by S-236.12 to be submitted to the following for approval or objection: City of De Pere

CITY OF DE PERE

By John D. Nusbaum
John D. Nusbaum, Mayor

Attest: Clayton H. Arndt
Clayton H. Arndt
City Clerk-Treasurer

STATE OF WISCONSIN) SS
BROWN COUNTY)

Personally came before me this 3rd day of October, 1985, the above named John D. Nusbaum, Mayor, and Clayton H. Arndt, City Clerk-Treasurer, of the City of De Pere, Wisconsin, to me known to be the persons and officers who executed the foregoing instrument and acknowledge that they executed the same as such officers as the deed of such corporation by its authority.

Mary T. Calaway
Notary Public, Brown County, Wisconsin
My Commission expires 2/27/1989

Approved for the City Plan Commission of the City of De Pere, Brown County, Wisconsin this 2nd day of October, 1985.

Andrew S. Radetski
Andrew S. Radetski
Director of Public Works

RESTRICTIVE COVENANTS

1. The land on all lot lines of all lots shall be graded by the subdivider and maintained by the abutting property owners to provide for the adequate drainage of surface water.
2. Owners of all lots shall grade areas abutting streets to conform to the establish sidewalk grade elevation and shall maintain the grade elevation for future sidewalks.
3. The land in the rear and the sides of all lots shall not be graded in such a manner as to interfere with the drainage of storm water.

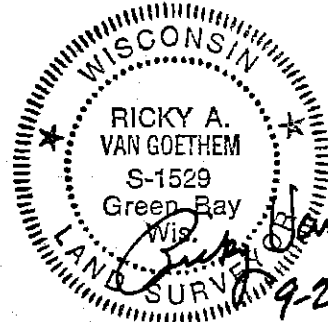
NOTE: "GRANT OF EASEMENT"

There is hereby granted jointly to the City of De Pere, Wisconsin, a municipal corporation, Wisconsin Public Service Corporation and the Wisconsin Telephone Company, both public utilities, and their successors and assigns, a perpetual right-of-way over and across and an easement in all lands designated herein as "utility easements" for purposes of construction, installation and maintenance of water distribution systems, sanitary and storm sewers, gas and electric distribution systems, telephone systems and cable television systems. No habitable structures or accessory buildings shall be constructed within or upon said easements. This easement shall be perpetual.

REGISTER'S OFFICE)
Brown Co., Wis.)

Received for record the _____ day of _____ A.D. 19____ at _____
o'clock ____ M. and recorded in Vol. _____ of Certified Survey Maps on Page _____.

Cathy Williquette
Register of Deeds



Attachment: CSM RECORDED 15 CSM 215 (5297 : Resolution #16-116, Authorizing Partial Release of Utility Easement (East Matthew Drive).)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #16-117, Authorizing First Amendment to Lease Agreement with T-Mobile Central LLC (Merrill Street Tower).

The Board of Public Works at the November 7, 2016 meeting approved the proposed amendment to T-Mobile's current lease for Merrill Street water tower.

The City received a request from T-Mobile to upgrade their facilities on the Merrill Street water tower. The upgrades required an increase in additional ground area of 30.5 square feet for their equipment resulting in a need to amend the current lease agreement. The attached amendment to the tower lease agreement includes the additional ground area for the T-Mobile's equipment. In addition, the rent increased \$40 per month (\$480 per year). The current rent before this amendment is \$31,586.16 per year. The yearly revenues received for the lease goes into the water utility operating budget.

ATTACHMENTS:

- Reso16-117 (DOCX)
- T-Mobile Amendment_11-2-16 (PDF)

RESOLUTION #16-117

AUTHORIZING FIRST AMENDMENT TO LEASE AGREEMENT
WITH T-MOBILE CENTRAL LLC
(Merrill Street Tower)

WHEREAS, the City and T-Mobile Central LLC are parties to a Lease Agreement dated May 24, 2012, pertaining to space at the Merrill Street water tower; and

WHEREAS, the parties desire to enter into an Amendment in order to modify and amend certain provisions of the Lease, including but not limited to the amount of space rented, as well as a corresponding increase in rent; and

WHEREAS, the Board of Public Works has reviewed such First Amendment to Lease Agreement and recommends approval thereof;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to enter into such First Amendment to Lease Agreement as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further 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 15th day of November, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Site Number: ML94454B

Site Name: Merrill WT

Market: ML

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER LEASE AGREEMENT ("Amendment") is made and entered into this day of _____, 2016 by and between the City of De Pere, a Wisconsin municipal corporation ("Landlord"), and T-Mobile Central LLC, a Delaware limited liability company authorized to do business in Wisconsin ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant entered into a Lease dated May 24, 2012 with respect to the Property located at 1481 Merrill Street, De Pere, WI 54115.

B. Landlord and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Effective as of _____, 2016 Tenant will have the right to expand its ground Leased Premises Area 30.5 sq.ft. as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein.
2. Effective as of _____, 2016 Tenant will have the right to modify its Equipment as described and depicted on Exhibit B, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit b in all respects.
3. In consideration for Landlord granting to Tenant said additional right to expand its Lease Area, Landlord and Tenant hereby agree that Tenant shall pay to Landlord an increase in rent in the amount of Forty and 00/100 Dollars (\$40.00) per month. Such increase in rent shall be prorated for the first month after approval of this First Amendment to Lease Agreement and paid to Landlord within 10 calendar days of the effective date of this First Amendment to Lease. Rent due under Paragraph 4 of the Lease after the effective date of this First Lease Amendment shall increase to two thousand six-hundred seventy-two and 18/100 dollars (\$2,672.18) from the current rent payment of two thousand six hundred thirty-two and 18/100 (\$2,632.18) to become the annual rent under Paragraph 4 of the Lease.
4. Tenant shall pay Landlord for all engineering, labor, administrative (including legal review) and equipment costs reasonably incurred by Landlord in subsequent (not including the modifications contemplated by this First Amendment to Lease) installation, modification, repair, improvement or removal of antenna facilities upon receipt of Landlord's itemized billing therefore.
5. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease.

Site Number: ML94454B

Site Name: Merrill WT

Market: ML

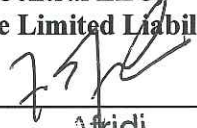
Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

6. Landlord represents and warrants to Tenant that the consent or approval of no third party, including and without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.
7. The persons who have executed this Amendment represent and warrant they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of the execution by the last party to sign.

TENANT:

T-Mobile Central LLC
a Delaware Limited Liability Company

By: Name: Director, Engineering &Title: OperationsDate: 10-25-16

kimberly.kash@t-mobile.com
 Digitally signed by kimberly.kash@t-mobile.com
 DN: cn=kimberly.kash@t-mobile.com
 Date: 2016.10.12 11:03:54 -05'00'

T-Mobile Legal Approval

LESSOR:

The City of De Pere,
a Wisconsin Municipal Corporation

By: _____

Name: _____

Title: _____

Date: _____

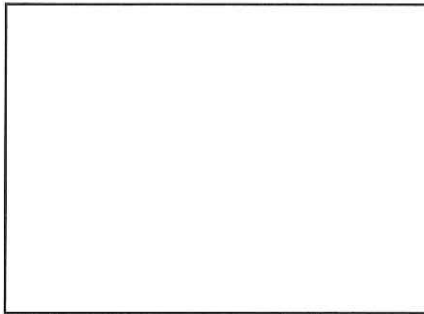
Site Number: ML94454B
 Site Name: Merrill WT
 Market: ML

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF _____)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

 Notary Public
 Print Name _____
 My commission expires _____

STATE OF Illinois)
) ss.
 COUNTY OF Cook)

I certify that I know or have satisfactory evidence that Faisal Afridi is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Director of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)



 Notary Public
 Print Name Patrick Mahoney
 My commission expires 3/30/19

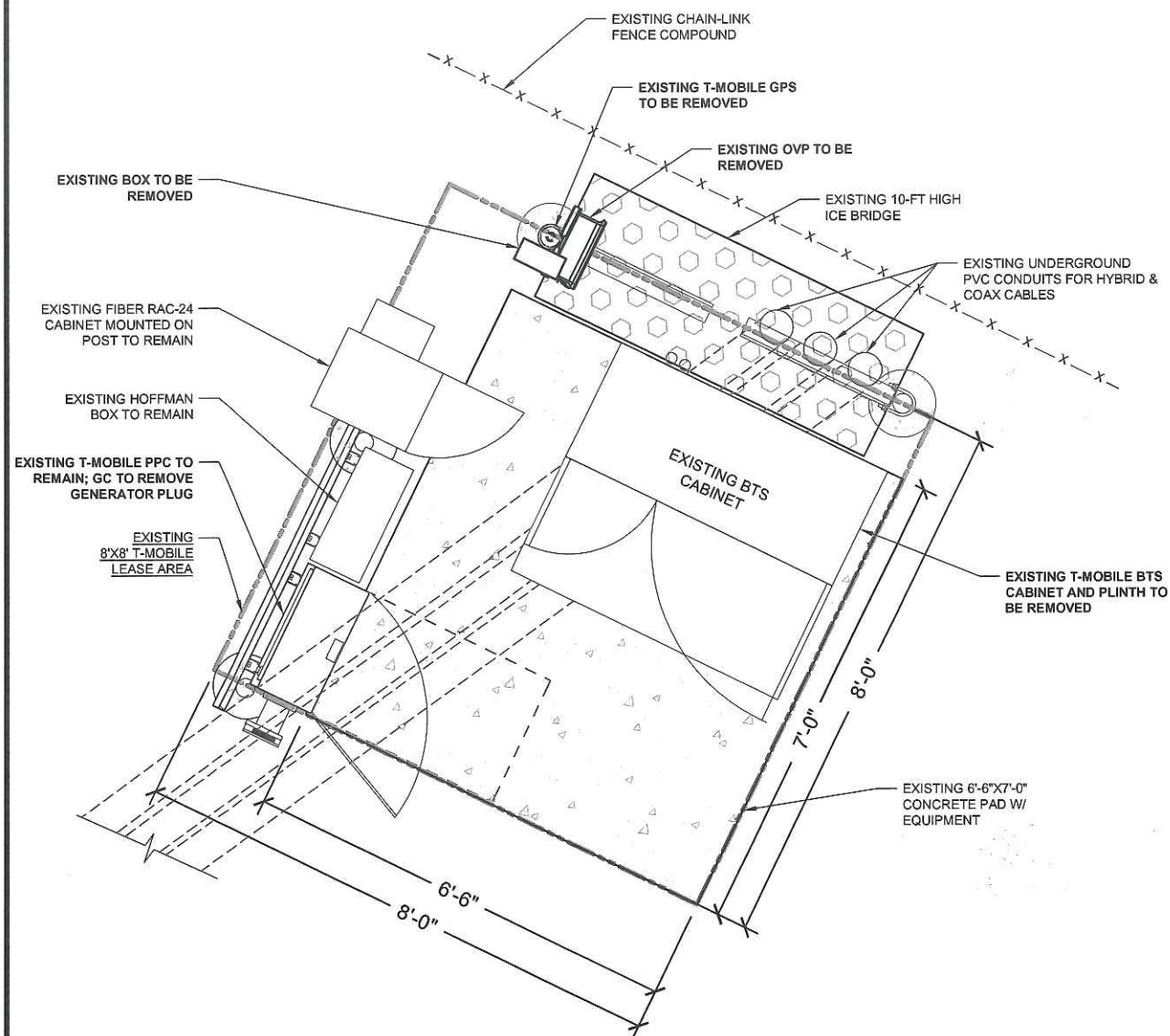
Site Number: ML94454B

Site Name: Merrill WT

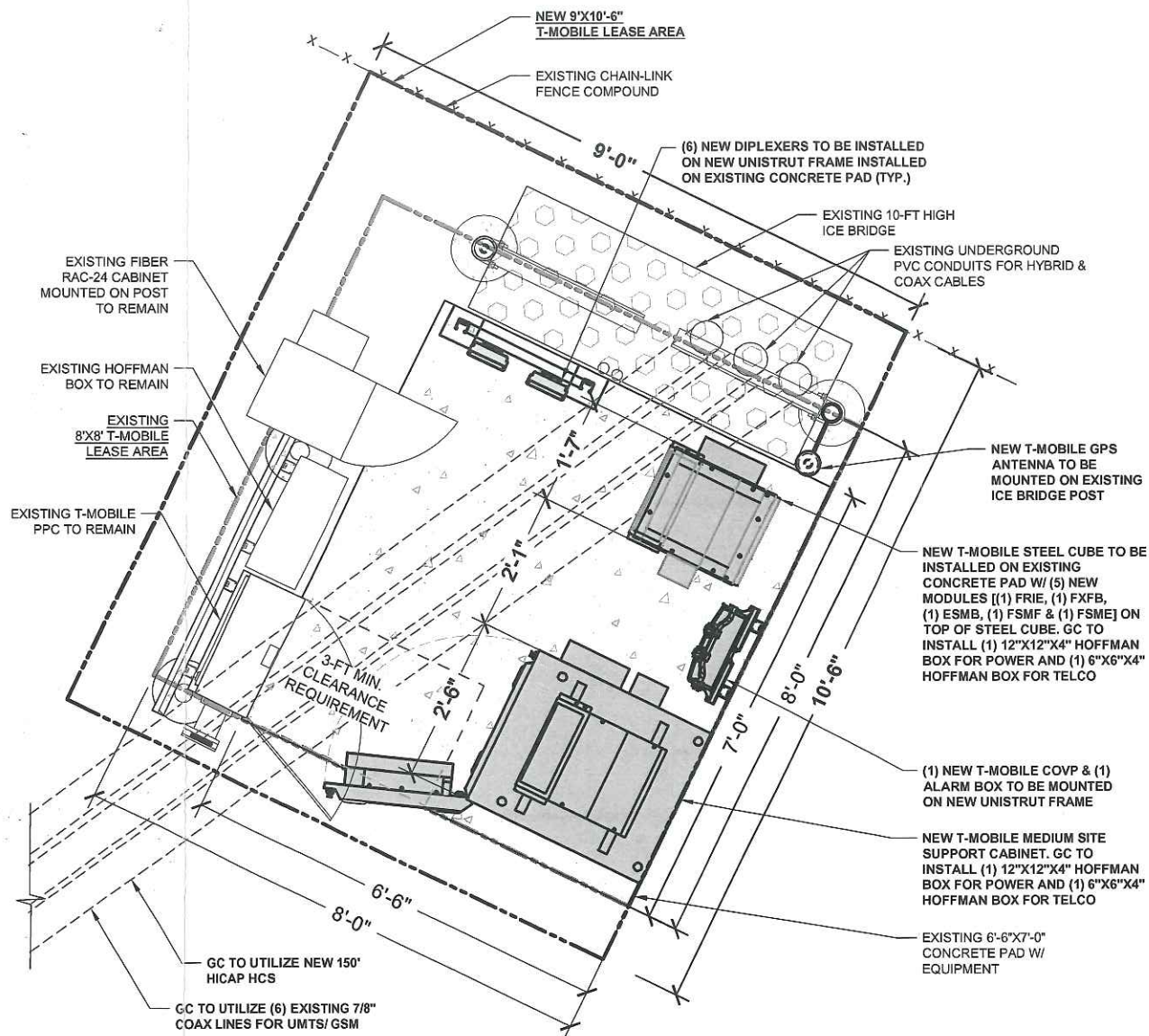
Market: ML

Exhibit A

(See Attached)



1 EXISTING EQUIPMENT LAYOUT
SCALE: 3/4"=1'-0" (3/4"=2'-0" IF 11 X 17 SHEET SIZE)



2 PROPOSED EQUIPMENT LAYOUT
SCALE: 3/4"=1'-0" (3/4"=2'-0" IF 11 X 17 SHEET SIZE)

T-Mobile

T-MOBILE
8550 WEST BRYN MAWR AVE.
SUITE 100
CHICAGO, IL 60631
MAIN: (773) 444-5400

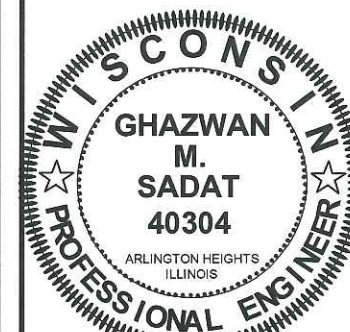


CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011- D.B.A.

CONCORDIA WIRELESS, INC.

361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: AWFS CHECKED BY: GMS
CHECKED BY: RH APPROVED BY: GMS



ML94454B
MERRILL WT DE PERE
1481 MERRILL ST
DE PERE, WI 54115

EXISTING & PROPOSED
ENLARGED EQUIPMENT
LAYOUT

A-1A

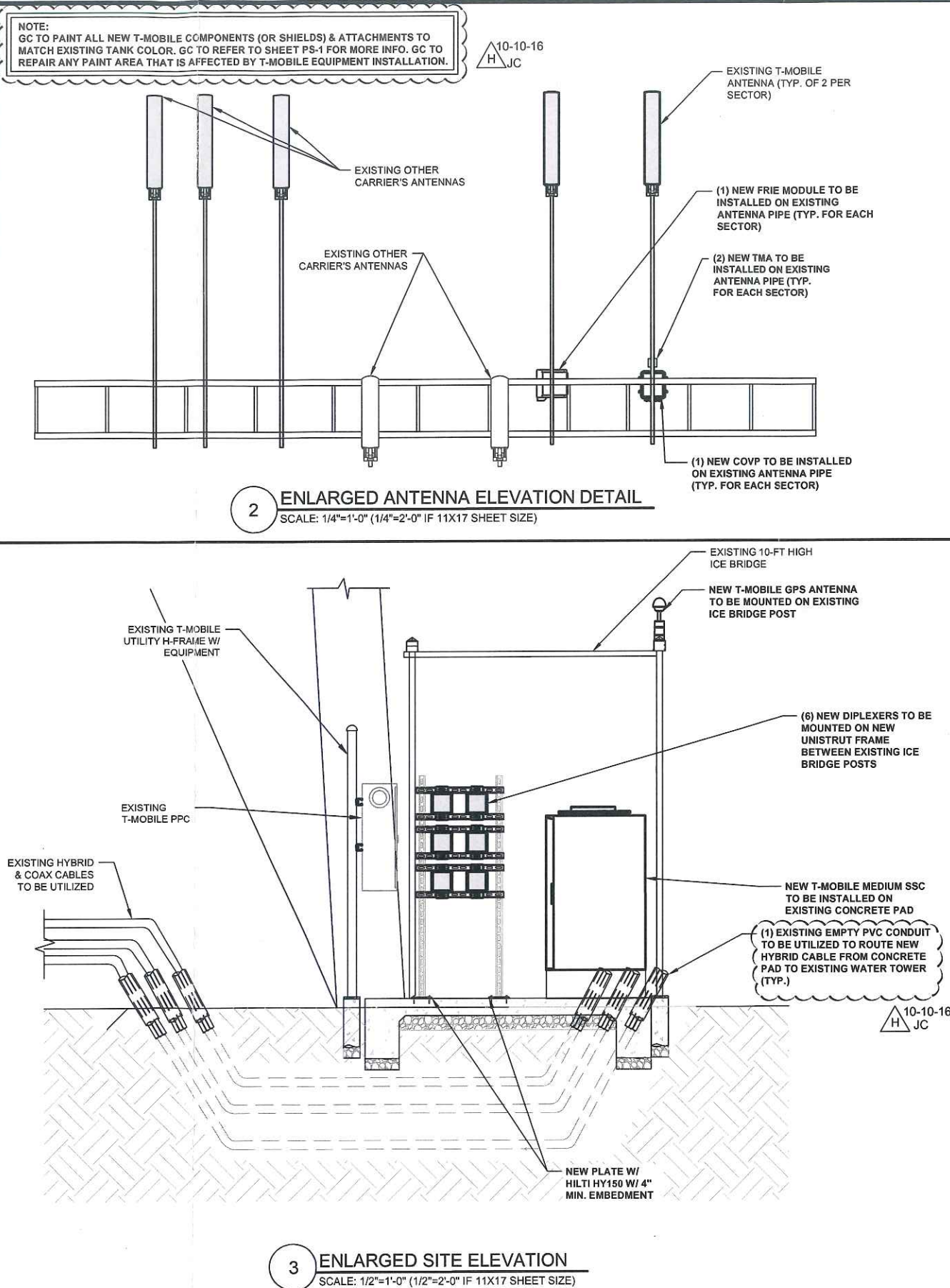
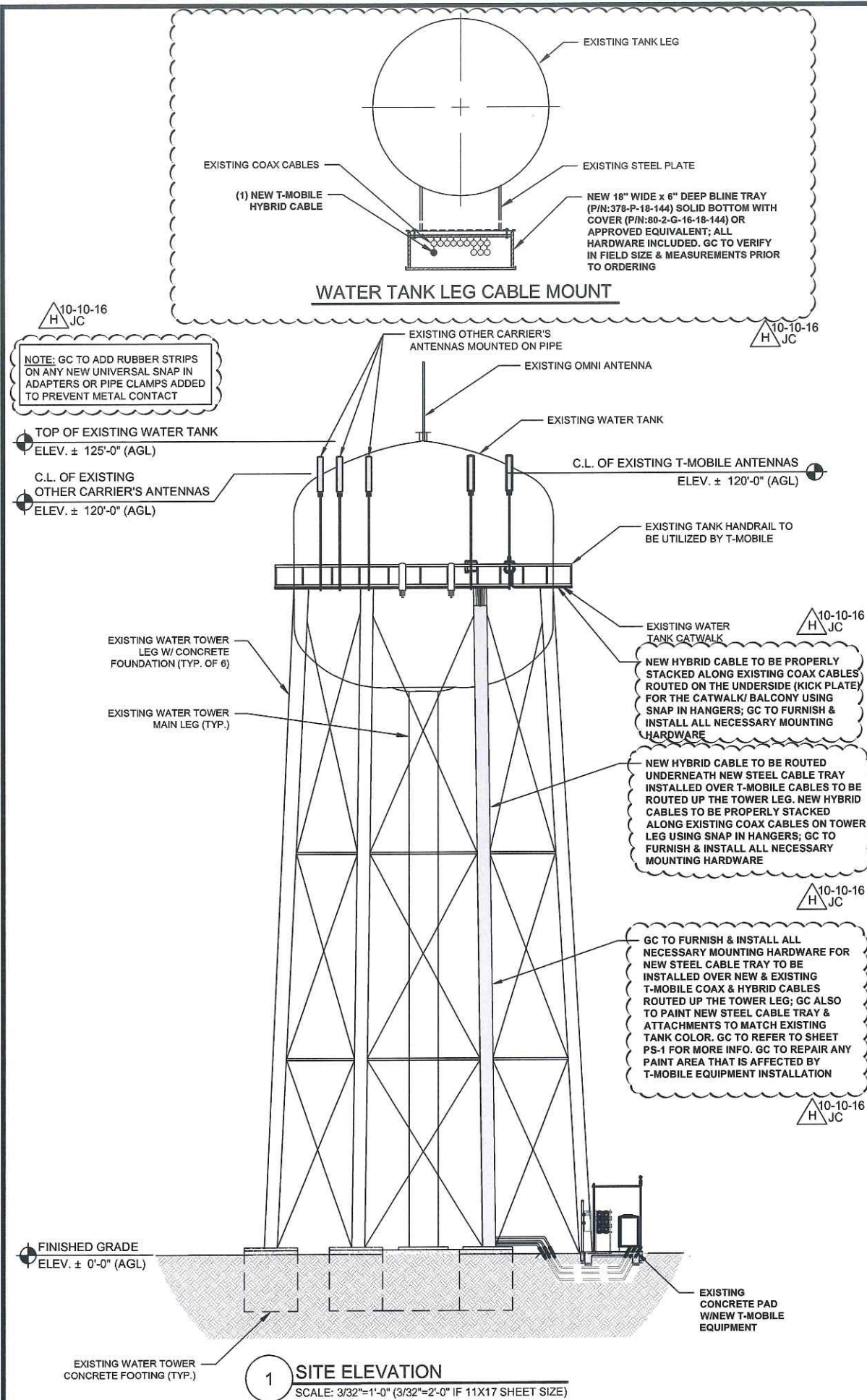
Site Number: ML94454B

Site Name: Merrill WT

Market: ML

Exhibit B

(See Attached)



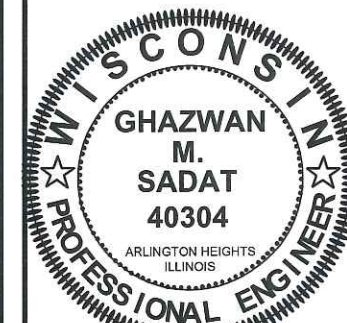
T-Mobile

T-MOBILE
8550 WEST BRYN MAWR AVE.
SUITE 100
CHICAGO, IL 60631
MAIN: (773) 444-5400

CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3329-011- D.B.A.
CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: AW/FS CHECKED BY: GMS

CHECKED BY: RH APPROVED BY: GMS



Gy Sadat.

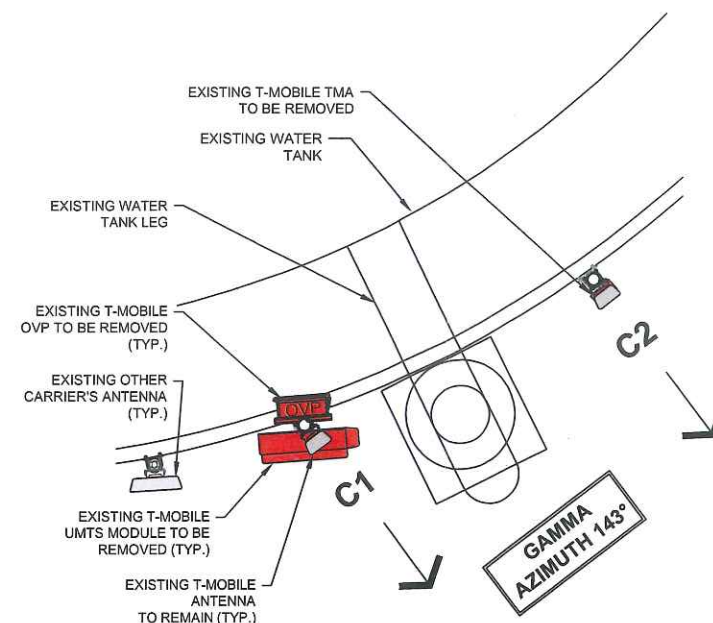
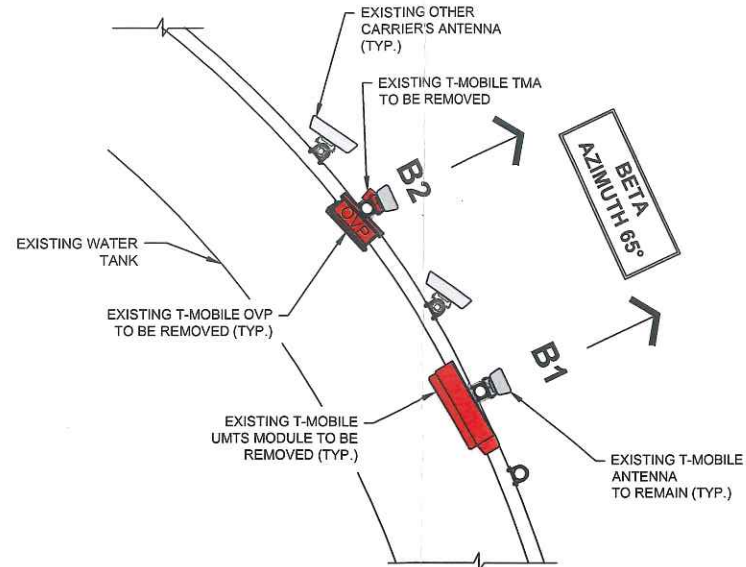
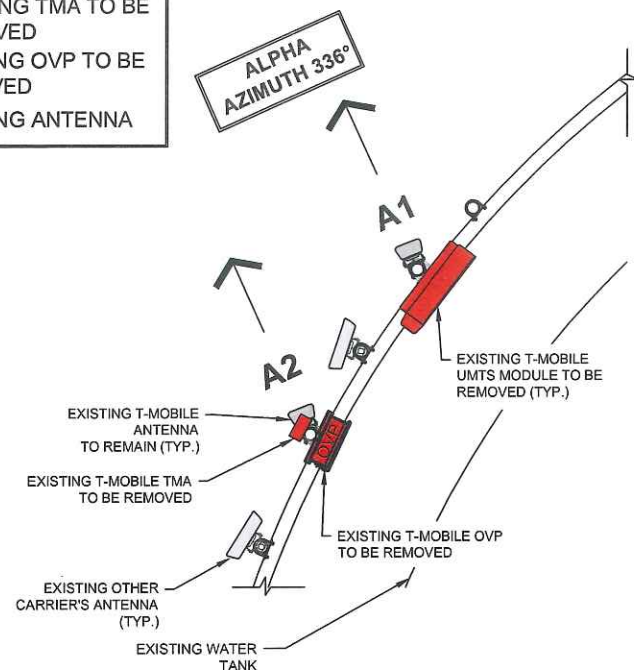
ML94454B
MERRILL WT DE PERE
1481 MERRILL ST
DE PERE, WI 54115

SITE ELEVATION

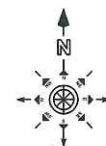
A-2 10-10-16 H JC

LEGEND

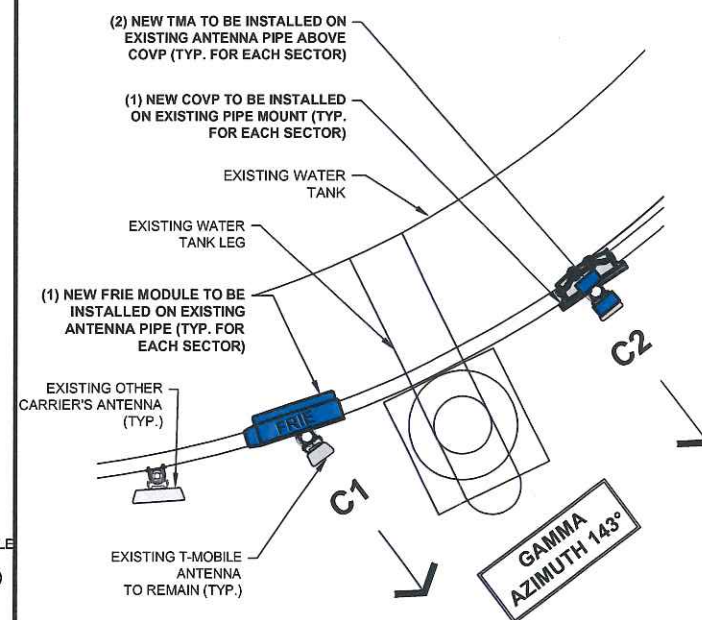
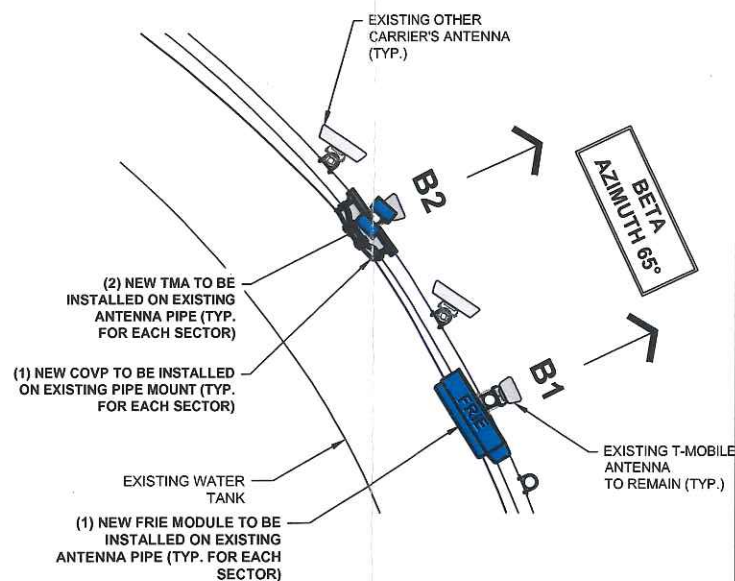
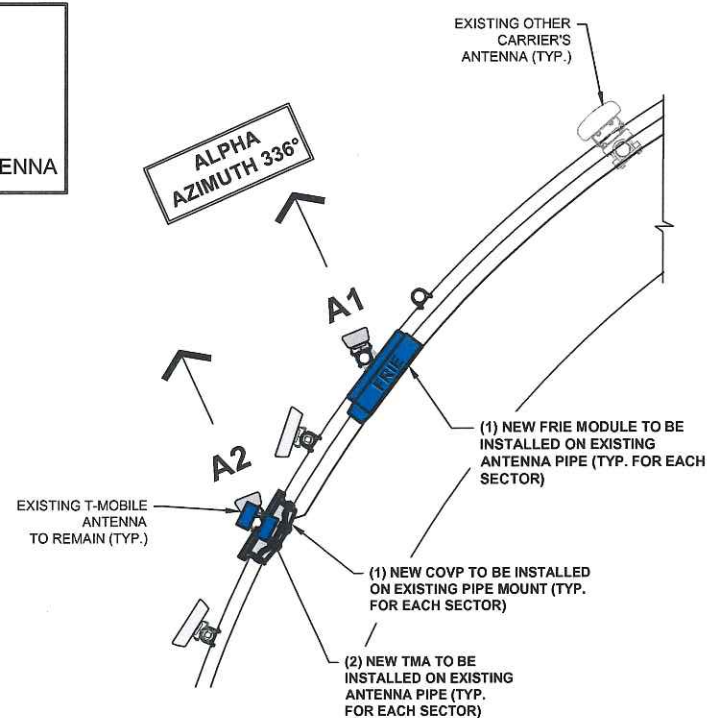
-  EXISTING FRIA TO BE REMOVED
-  EXISTING TMA TO BE REMOVED
-  EXISTING OVP TO BE REMOVED
-  EXISTING ANTENNA

**1 EXISTING T-MOBILE ANTENNA CONFIGURATION**

SCALE: 1/2"=1'-0" (1/2"=2'-0" IF 11 X 17 SHEET SIZE)

**LEGEND**

-  NEW FRIE
-  NEW TMA
-  NEW COVP
-  EXISTING ANTENNA

**2 NEW T-MOBILE ANTENNA CONFIGURATION**

SCALE: 1/2"=1'-0" (1/2"=2'-0" IF 11 X 17 SHEET SIZE)

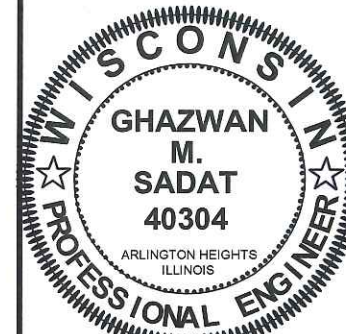
**T-Mobile**

T-MOBILE
8550 WEST BRYN MAWR AVE.
SUITE 100
CHICAGO, IL 60631
MAIN: (773) 444-5400

CONCORDIA, LTD.
A PROFESSIONAL DESIGN FIRM
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CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: AW/FS CHECKED BY: GMS

CHECKED BY: RH APPROVED BY: GMS



Gy Sadat.

ML94454B
MERRILL WT DE PERE
1481 MERRILL ST
DE PERE, WI 54115

EXISTING & PROPOSED
ANTENNA PLANS

A-2A

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

MEETING DATE: November 15, 2016

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #16-118, Authorizing Agreement with Schenck, S.C.
(Sewer Utility Rate Study).

ATTACHMENTS:

- Reso16-118 (DOCX)
- Sewer Rate Study Memo-November 3 2016 11-9-16 (DOC)
- 2017 Sewer Rate Study Proposal 11-9-16 (PDF)
- NEW Draft Budget Docement 11-9-16 (PDF)

RESOLUTION #16-118

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 15th day of November, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-118 (5305 : Resolution #16-118, Authorizing Agreement with Schenck, S.C. (Sewer Utility Rate Study).)

Memo

City of De Pere

To: Honorable Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Joe Zegers, Finance Director
Subject: Consideration of Bid from Schenck SC for Sewer Utility Rate Study
Date: November 3, 2016

NEW Water (formerly known as the Green Bay Metropolitan Sewerage District) just completed their preliminary draft 2017 budget. I have included their schedule of budget dates and events as well as their rate comparisons from 2016 to 2017 from their preliminary draft document. NEW Water plans to formally adopt their budget on December 7th. Since we now have their preliminary draft of the 2017 budget, we can now proceed to include this in our 2017 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 \$5,400 to \$6,200 is just \$200 more than the last two year's bid amounts of \$5,200 to \$6,000.

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 12th, 2016. 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 2017 and for our monthly industrial customers for their January 2017 billing. I would ask you to approve the attached so we can timely proceed with determining and implementing the 2017 sewer rate structure.

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



October 31, 2016

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. 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
- Preparation of a recommendation for 2017 wastewater user charges including developing projections of future rate increases to achieve a higher rate of return and, accordingly, an increase in resources available for wastewater replacement outlays

Fees

The assistance will be provided by experienced Schenck Government & Not-for-Profit staff. It is expected that Dave Maccoux and Scott Sternhagen will provide the majority of the hours in regard to this proposal. 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 \$5,400 to \$6,200.

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

2017

Draft Budget

August 24, 2016

NEW Water
 GREEN BAY METROPOLITAN SEWERAGE DISTRICT
 2017 Budget - First Budget Workshop - August 24, 2016
 DATES AND EVENTS

Wednesday, July 27, 2016

First Discussion of 2017 Budget with Commission

Wednesday, August 24, 2016

2017 Budget First Budget Workshop

Friday, September 9, 2016

2017 Budget Meeting with Customers

Thursday, September 29, 2016

2017 Tax Abatement Schedule and Second Budget Workshop

September & October 2016

Elected Officials Board Meetings

Wednesday, December 7, 2016

2017 Budget Public Hearing and Adoption

Thursday, December 8, 2016

2017 Adopted Budget Distributed to Customers

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016

Municipal Rate Comparison

Parameter	2016 COS Rate (FRF Adjusted)	2017 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.79357	\$0.72073
Biochemical Oxygen Demand (LBS)	\$0.43068	\$0.41746
Suspended Solids (LBS)	\$0.41292	\$0.36632
Phosphorus (LBS)	\$0.60597	\$0.58783
Total Kjeldahl Nitrogen (LBS)	\$0.64043	\$0.75750
Fixed Charge	\$0.54580	\$0.78838
Total Combined Rate (1,000 GALS)	\$3.07421	\$3.19115

Procter & Gamble Rate Comparison

Parameter	2016 COS Rate (FRF Adjusted)	2017 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.53420	\$0.58395
Biochemical Oxygen Demand (LBS)	\$0.25789	\$0.26785
Suspended Solids (LBS)	\$0.18371	\$0.20387
Phosphorus (LBS)	\$0.38906	\$0.43597
Total Kjeldahl Nitrogen (LBS)	\$0.49819	\$0.63603

Fox River Fiber Rate Comparison - Excluding Fixed Charge

Parameter	2016 COS Rate (FRF Adjusted)	2017 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.63165	\$0.51160
Biochemical Oxygen Demand (LBS)	\$0.41777	\$0.40557
Suspended Solids (LBS)	\$0.40379	\$0.35739
Phosphorus (LBS)	\$0.58647	\$0.56818
Total Kjeldahl Nitrogen (LBS)	\$0.61550	\$0.72898

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

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Summary of Revenues and Expenses

	2015 Budget	2015 Actual	2015 Budget Favorable /(Unfavorable) Variance	2016 Budget	% of Overall Expenses	Projected 2016 Year-End	2017 Budget Preliminary	% of Overall Expenses	2017 Budget Favorable/ (Unfavorable) Variance	% Variance
Revenues										
Municipal User Fees	\$ 29,636,171	\$33,255,295	\$3,619,124	\$32,499,871	85.4%	\$ 33,421,278	\$ 33,530,907	85.8%	\$ 1,031,036	3.2%
Mill User Fees	1,275,465	1,149,432	(126,033)	1,268,082	3.3%	1,234,694	1,359,382	3.5%	91,301	7.2%
Mill Direct Charges	110,782	91,660	(19,122)	110,809	0.3%	152,267	234,159	0.6%	123,350	111.3%
Mill Capital Charges	945,617	945,617	-	1,232,508	3.2%	1,232,508	1,107,243	2.8%	(125,265)	-10.2%
General Reserve Interest	4,303	3,091	(1,212)	4,447	0.0%	8,832	4,680	0.0%	232	5.2%
Other Revenues	353,737	479,165	125,428	844,152	2.2%	629,054	769,457	2.0%	(74,695)	-8.8%
	\$ 32,326,076	\$ 35,924,260	\$ 3,598,185	\$35,959,870	94.5%	\$ 36,678,633	\$ 37,005,829	94.6%	\$ 1,045,959	2.9%
PERF Reserve Transfers	-	-	-	-	-	-	-	-	-	0.0%
DEBT and ICR Reserve Transfers	3,000,710	3,000,710	-	2,107,863	5.5%	2,107,863	2,095,257	5.4%	(12,606.22)	-0.6%
Transfer From Rate Stabilization Fund	-	-	-	-	-	-	-	-	-	0.0%
General Fund Transfers	-	(4,281,907)	(4,281,907)	-	-	(1,063,450)	-	-	-	0.0%
	\$ 3,000,710	\$ (1,281,197)	\$ (4,281,907)	\$ 2,107,862	5.5%	\$ 1,044,413	\$ 2,095,257	5.36%	\$ (12,606)	-0.6%
Total Revenues	\$ 35,326,785	\$ 34,643,063	\$ (683,722)	\$ 38,067,732	100.0%	\$ 37,723,047	\$ 39,101,086	100.0%	\$ 1,033,353	2.7%
Expenses										
Salaries & Benefits	\$ 9,630,415	\$ 9,565,426	\$ 64,989	\$ 9,739,319	25.6%	\$ 9,767,821	\$ 10,379,874	26.5%	(640,556)	-6.6%
Power	2,310,982	2,342,773	(31,791)	2,396,434	6.3%	2,369,306	2,414,867	6.2%	(18,433)	-0.8%
Contracted Services	1,783,677	1,583,811	199,866	2,372,322	6.2%	2,156,151	2,623,793	6.7%	(251,471)	-10.6%
Maintenance & Repairs	1,542,043	1,721,302	(179,259)	1,580,896	4.2%	1,572,680	1,582,915	4.0%	(2,019)	-0.1%
Chemicals	587,696	472,627	115,069	564,123	1.5%	480,613	556,250	1.4%	7,873	1.4%
Natural Gas & Fuel Oil	1,229,821	1,064,849	164,972	1,079,183	2.8%	955,394	994,979	2.5%	84,204	7.8%
Solid Waste Disposal	273,702	169,058	104,644	256,315	0.7%	204,795	219,471	0.6%	36,844	14.4%
Interceptor System (1)	578,512	514,338	64,174	514,560	1.4%	506,151	652,855	1.7%	(138,295)	-26.9%
Office & Administrative	358,743	418,120	(59,377)	476,555	1.3%	529,811	529,641	1.4%	(53,086)	-11.1%
Insurance	208,271	200,410	7,861	202,995	0.5%	225,666	237,593	0.6%	(34,598)	-17.0%
Supplies	160,128	159,787	341	130,626	0.3%	135,696	134,838	0.3%	(4,212)	-3.2%
Employee Training & Development	123,913	108,644	15,269	123,078	0.3%	107,234	126,088	0.3%	(3,010)	-2.4%
Travel and Meetings	71,635	60,753	10,882	71,343	0.2%	60,095	80,868	0.2%	(9,525)	-13.4%
DNR Environmental Fees	155,000	142,737	12,263	145,000	0.4%	143,118	146,000	0.4%	(1,000)	-0.7%
Total O & M Expenses	\$ 19,014,538	\$ 18,524,635	\$ 489,903	\$ 19,652,749	51.6%	\$ 19,214,532	\$ 20,680,032	52.9%	\$ (1,027,283)	-5.2%
Debt Service (2)	\$ 12,751,248	12,751,248	-	\$ 10,993,983	28.9%	\$ 10,993,983	\$ 16,457,706	42.1%	(5,463,723)	-49.7%
Annual Capital	2,132,851	1,939,032	193,819	1,971,000	5.2%	2,064,532	1,963,348	5.0%	7,652	0.4%
R2E2 Construction (Rate Stabilization)	1,428,148	1,428,148	-	5,450,000	14.3%	5,450,000	-	0.0%	5,450,000	100.0%
Total Debt Service, Annual Capital & Rate Stabilization	\$ 16,312,247	\$ 16,118,428	\$ 193,819	\$ 18,414,983	48.4%	\$ 18,508,515	\$ 18,421,054	47.1%	\$ (6,071)	0.0%
Total Expenses	\$ 35,326,785	\$ 34,643,063	\$ 683,722	\$ 38,067,732	100.0%	\$ 37,723,047	\$ 39,101,086	100.0%	\$ (1,033,353)	-2.7%

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 2017 reflects collection and payments for 2018 Debt Payments.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Flow and Load Projections - with FRF Adjustment

	1,000 gal	VOLUME		BOD		TSS		PHOS		TKN		45.0% Fixed Charge	Amount	Total Amount
	Gallons	Total	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Allocation		
City of Green Bay	4,900,000	4,900,000	\$3,532,439	7,365,053	\$3,074,834	6,337,741	\$2,321,678	179,512	\$105,538	1,412,324	\$1,070,002	41.75%	\$3,460,540	\$13,565,031
City of De Pere	1,268,000	1,268,000	\$914,109	4,325,064	\$1,805,670	2,429,880	\$890,128	31,812	\$18,703	304,704	\$230,849	13.18%	\$1,092,260	\$4,951,718
Fox River Fiber	340,000	340,000	\$173,946	1,134,240	\$460,012	809,916	\$289,457	31,192	\$17,723	221,118	\$161,190	5.71%	\$473,079	\$1,575,406
Village of Allouez	738,000	738,000	\$532,029	812,272	\$339,115	1,104,089	\$404,456	22,644	\$13,313	159,378	\$120,748	5.58%	\$462,346	\$1,872,006
Village of Ashwaubenon	1,437,000	1,437,000	\$1,035,942	2,104,796	\$878,731	2,493,266	\$913,347	50,268	\$29,553	276,255	\$209,296	11.89%	\$985,983	\$4,052,852
Village of Bellevue	642,500	642,500	\$463,182	850,864	\$355,227	929,512	\$340,504	22,222	\$13,065	164,956	\$124,974	5.27%	\$436,607	\$1,733,559
Village of Hobart	150,000	150,000	\$108,136	232,997	\$97,274	289,497	\$106,050	6,194	\$3,642	45,977	\$34,833	1.45%	\$119,947	\$469,882
Village of Howard	875,000	875,000	\$630,793	749,956	\$313,099	1,724,088	\$631,578	23,066	\$13,561	248,468	\$188,244	7.06%	\$585,034	\$2,362,308
Village of Luxemburg	165,000	165,000	\$118,949	41,295	\$17,240	42,592	\$15,603	2,612	\$1,536	13,188	\$9,991	0.60%	\$49,555	\$212,875
Village of Pulaski	192,500	192,500	\$138,774	56,007	\$23,382	84,280	\$30,874	8,407	\$4,943	39,018	\$29,561	1.16%	\$96,367	\$323,901
Village of Sunnico	195,000	195,000	\$140,577	416,204	\$173,761	475,134	\$174,054	10,593	\$6,228	62,972	\$47,709	2.26%	\$187,406	\$729,734
Town of Ledgeview Sanitary District #2	182,500	182,500	\$131,565	226,508	\$94,565	262,100	\$96,014	6,186	\$3,637	43,770	\$33,161	1.45%	\$120,314	\$479,256
Town of Lawrence - Utility District	95,000	95,000	\$68,486	173,058	\$72,250	247,637	\$90,716	5,168	\$3,038	39,317	\$29,787	1.14%	\$94,868	\$359,145
Pittsfield Sanitary District	12,390	12,390	\$8,932	15,204	\$6,348	25,212	\$9,236	480	\$282	3,852	\$2,918	0.12%	\$9,572	\$37,288
Town of Scott Sanitary District #1	56,600	56,600	\$40,803	69,480	\$29,007	115,200	\$42,201	2,208	\$1,298	17,604	\$13,337	0.53%	\$43,797	\$170,444
Dyckesville Sanitary District	29,000	29,000	\$20,906	34,320	\$14,328	56,904	\$20,845	1,092	\$642	8,700	\$6,591	0.26%	\$21,794	\$85,107
New Franken Sanitary District	14,369	14,369	\$10,359	17,640	\$7,365	29,244	\$10,713	564	\$332	4,464	\$3,382	0.13%	\$11,130	\$43,280
Royal Scott Sanitary District	28,500	28,500	\$20,546	32,424	\$13,537	53,748	\$19,689	1,032	\$607	8,220	\$6,228	0.25%	\$20,752	\$81,358
Bayshore Sanitary District	23,250	23,250	\$16,761	28,824	\$12,034	47,796	\$17,509	912	\$536	7,308	\$5,537	0.22%	\$18,123	\$70,499
Hauled Waste	28,100	28,100	\$37,747	270,162	\$136,271	370,169	\$141,916	6,112	\$4,002	43,112	\$35,322	0.00%	\$0	\$355,258
Total Municipal	11,372,709	11,372,709	\$8,144,981	18,956,368	\$7,924,050	17,928,005	\$6,566,566	412,276	\$242,178	3,124,705	\$2,363,659	100%	\$8,289,474	\$33,530,907
Procter & Gamble	1,500,000	1,500,000	\$875,928	450,000	\$120,533	1,650,000	\$336,391	2,500	\$1,090	40,000	\$25,441	0.00%	\$0	\$1,359,382
Total Mill	1,500,000	1,500,000	\$875,928	450,000	\$120,533	1,650,000	\$336,391	2,500	\$1,090	40,000	\$25,441	0%	\$0	\$1,359,382
Grand Total														
Units	12,872,709	12,872,709		19,406,368		19,578,005		414,776		3,164,705				
Costs			\$9,020,909		\$8,044,583		\$6,902,957		\$243,268		\$2,389,100	0%	\$8,289,474	\$34,890,290

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
User Fees by Source

	2017 Budget	2016 Budget	2015 Actual	2014 Actual	2013 Actual
City of Green Bay	\$13,565,031	\$12,476,590	\$12,487,909	\$11,665,027	\$9,302,442
City of De Pere	4,951,718	5,023,184	4,977,851	5,936,369	6,337,668
Fox River Fiber *	1,575,406	1,695,629	1,391,549	N/A	N/A
Village of Allouez	1,872,006	1,876,680	1,707,690	1,680,020	1,485,641
Village of Ashwaubenon	4,052,852	4,107,133	3,739,334	3,550,124	3,167,739
Village of Bellevue	1,733,559	1,727,240	1,637,450	1,508,969	1,406,755
Village of Hobart	469,882	349,325	383,540	317,342	263,565
Village of Howard	2,362,308	2,177,647	1,992,062	1,953,137	1,571,810
Village of Luxemburg	212,875	155,329	159,572	202,835	118,683
Village of Pulaski	323,901	293,432	281,687	299,117	241,253
Village of Suamico	729,734	746,367	668,187	641,215	550,497
Town of Ledgeview Sanitary District #2	479,256	584,626	565,832	522,144	511,793
Town of Lawrence - Utility District	359,145	330,289	311,614	295,328	232,075
Pittsfield Sanitary District	37,288	38,741	39,288	35,568	31,338
Town of Scott Sanitary District #1	170,444	193,512	181,977	198,283	173,984
Dyckesville Sanitary District	85,107	82,451	67,928	69,362	56,679
New Franken Sanitary District	43,280	45,240	46,422	43,026	38,355
Royal Scott Sanitary District	81,358	83,346	75,002	89,538	70,969
Bayshore Sanitary District	70,499	68,115	54,530	58,437	45,661
Hauled Waste **	355,258	444,995	2,485,872	1,970,099	875,578
Total Municipal	\$33,530,907	\$32,499,871	\$33,255,295	\$31,035,940	\$26,482,485
Procter & Gamble	1,359,382	1,268,082	1,149,433	1,249,018	1,084,461
Total Mill	\$1,359,382	\$1,268,082	\$1,149,433	\$1,249,018	\$1,084,461
Total User Fees	\$34,890,290	\$33,767,953	\$34,404,729	\$32,284,958	\$27,566,946

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

** Hauled Waste for 2013, 2014, & 2015 was significantly higher due to a special projects with the Three Cheese Facilities.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
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)		11,344,609	18,686,206	17,557,836	406,164	3,081,593	11,344,609
Cost of Service							
Municipal							
Operating Cost	\$18,014,820	\$7,297,243	\$5,003,066	\$3,578,211	\$176,985	\$1,959,315	\$0
Pretreatment Cost Allocation	279,093	0	137,174	91,527	6,013	44,378	0
Capital Cost (2)	4,734,328	768,571	646,281	415,208	12,096	255,151	2,637,022
Solids Project	10,148,023	41,596	2,001,450	2,339,854	43,091	69,580	5,652,452
Total Cost	\$33,176,264	\$8,107,410	\$7,787,971	\$6,424,800	\$238,185	\$2,328,424	\$8,289,474
Unit Operating Cost		\$0.64323	\$0.27508	\$0.20901	\$0.45055	\$0.65021	\$0.00000
Unit Capital Cost		\$0.07141	\$0.14169	\$0.15691	\$0.13587	\$0.10538	\$0.78838
Unit Combined Cost (1)	\$3.18234	\$0.71465	\$0.41678	\$0.36592	\$0.58643	\$0.75559	\$0.78838
Fox River Fiber (FRF) Adjustment (3)	\$0.00881	\$0.00609	\$0.00068	\$0.00039	\$0.00140	\$0.00191	\$0.00000
Adjusted Unit Combined Cost	\$3.19115	\$0.72073	\$0.41746	\$0.36632	\$0.58783	\$0.75750	\$0.78838

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

(2) Excludes Hauled Waste flows and loads.

(3) FRF Adjustment removes interceptor costs.

	<u>UNIT COMBINED COST (1)</u>	<u>VOLUME</u>	<u>BOD</u>	<u>SS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
BUDGET RATE HISTORY							
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
2013	\$2.34449	\$0.85682	\$0.30901	\$0.34795	\$0.62393	\$0.78995	0

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Hauled Waste Cost of Service

	<u>Total</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		28,100	270,162	370,169	6,112	43,112	0
Cost of Service							
Operating Cost	\$195,990	\$18,075	\$72,363	\$75,468	\$2,665	\$27,420	\$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	50,470	18,495	15,552	9,992	291	6,140	0
Solids Project	108,183	1,001	48,163	56,307	1,037	1,674	0
Direct Charges	0	0	0	0	0	0	0
FRF Adjustment	614	176	193	149	9	87	0
Total Cost	\$355,258	\$37,747	\$136,271	\$141,916	\$4,002	\$35,322	\$0

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Procter & Gamble 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>Capital Charge</u> N/A
Unit Value							
Units		1,500,000	450,000	1,650,000	2,500	40,000	1,500,000
Cost of Service							
Operating Cost	\$1,359,382	\$875,928	\$120,533	\$336,391	\$1,090	\$25,441	\$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	314,509	0	0	0	0	0	314,509
Solids Project	792,734	0	0	0	0	0	792,734
Direct Charges	137,398	0	0	0	0	0	0
Total Cost	\$2,604,023	\$875,928	\$120,533	\$336,391	\$1,090	\$25,441	\$1,107,243
Unit Cost		\$0.58395	\$0.26785	\$0.20387	\$0.43597	\$0.63603	\$0.00000

BUDGET RATE HISTORY	VOLUME	BOD	SS	PHOS	TKN
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
2013	\$0.50944	\$0.20116	\$0.19775	\$0.44714	\$0.57453

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Fox River Fiber Cost of Service

	<u>Total</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		340,000	1,134,240	809,916	31,192	221,118	-
Total Municipal Units		11,344,609	18,686,206	17,557,836	406,164	3,081,593	-
Cost of Service							
Operating Cost	\$ 841,621	\$ 218,700	\$ 303,683	\$ 165,057	\$ 13,592	\$ 140,590	\$ -
Pretreatment Cost Allocation	16,194	-	8,326	4,222	462	3,184	-
Capital Cost	812,701	24,281	160,715	127,087	4,238	23,301	473,079
Solids Project	-	-	-	-	-	-	-
Subtotal Cost of Service	\$ 1,670,516	\$ 242,981	\$ 472,725	\$ 296,366	\$ 18,292	\$ 167,075	\$ 473,079
Direct Charges	96,762	-	-	-	-	-	-
Less FRF Adjustment	(95,111)	(69,035)	(12,712)	(6,909)	(569)	(5,885)	-
Total Cost	\$ 1,672,168	\$ 173,946	\$ 460,012	\$ 289,457	\$ 17,723	\$ 161,190	\$ 473,079
Unit Cost (New for 2015)		\$0.71465	\$0.41678	\$0.36592	\$0.58643	\$0.75559	\$0.05707
FRF Adjustment		(0.2030)	(0.0112)	(0.0085)	(0.0182)	(0.0266)	0.0000
Unit Cost (with FRF Adjustment)		\$0.51160	\$0.40557	\$0.35739	\$0.56818	\$0.72898	\$0.05707

BUDGET RATE HISTORY	VOLUME	BOD	SS	PHOS	TKN	Fixed Charge
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
2017 Budget - First Budget Workshop - August 24, 2016
Allocation of Capital and Debt Service Costs (1)

	Allocations		
	FY2017	Municipal	Procter & Gamble (1)
Debt Service			
Debt Service - Municipal Only			
Clean Water Fund Loans			
4198-12 West Fox River Interceptor	142,871	142,871	0
4198-16 East River Lift Station	132,486	132,486	0
4198-18 Scott Bayshore Interceptor	45,770	45,770	0
4198-21 East Tower Drive Interceptor	182,911	182,911	0
4345-06 De Pere Ashwaubenon Creek Interceptor	217,421	217,421	0
4198-29 Phase Two Interceptor Rehabilitation	216,305	216,305	0
4198-45 De Pere Facility East Service Area Interceptor Rehabilitation	186,914	186,914	0
Dutchman Creek Interceptor Upgrade & Scott Bayshore Interceptor Rehabilitation (2014 New) *	(0)	(0)	0
Bayview Interceptor Replacement (2017 New) Funded by ICR Reserves	0	0	0
Charles Street Interceptor Upsizing (2017 New)	113,936	113,936	0
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	\$519,065	\$519,065	0
Total Debt Service - Municipal Only (2)	\$1,757,679	\$1,757,679	\$0
Debt Service - Common to All			
Clean Water Fund Loans			
4198-02 Bar Screen Replacement	\$100,755	\$94,210	\$6,545
4198-09 Service Water System	64,740	60,535	4,206
4198-15 Treated Cooling Water System - Metro Header	182,713	170,844	11,869
4198-24 Electrical Generation Facility	208,366	194,830	13,535
4198-25 RAS/WAS Improvements	663,351	620,260	43,091
4198-27 Solids Process Improvement	352,687	329,776	22,911
4198-32 GBF: Administration & Maintenance Building HVAC Replacement	206,524	193,108	13,416
4198-35 Combined Treatment Facilities Projects	300,869	281,324	19,544
4198-37 Consolidation/Conveyance Project	881,598	824,329	57,269
4198-44 R2E2 Solids Management (2014 New)	986,976	915,974	71,002
4198-48 DPF: UV Disinfection System Upgrade *	271,158	253,544	17,614
4345-04 De Pere Facility	257,841	241,092	16,749
4198-99 Green Bay Facility Solids Management Plan Construction (R2E2) (2015 New) *	8,782,637	8,150,824	631,813
4198-52 GBF: Disinfection System Upgrade (2015 New) *	0	0	0
DPF: Primary Substation & Emergency Generator (2017 New) ****	108,187	100,404	7,783
DPF: Blower Replacement Project (2016 New) ****	0	0	0
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	302,891	283,215	19,676
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)	\$14,700,027	\$13,670,117	\$1,029,910
OFFSETS TO DEBT SERVICE PAYMENTS			
Georgia-Pacific - Capital Payment	\$ (451,514)	\$ (451,514)	\$0
4198-45 De Pere Eastside Interceptor Rehabilitation	(120,071)	(120,071)	0
4198-29 City of De Pere Rehabilitation Interceptor Ashwaubenon Creek Payment	(53,472)	(53,472)	0
Less Debt Payments Funded from ICR Reserve **	(651,753)	(651,753)	0
City of Green Bay Interceptors Payment	(596,928)	(596,928)	0
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)	0
New Franken Sanitary District Interceptor Payment	(21,621)	(21,621)	0
Royal Scott Sanitary District #1 Interceptor Payment	(2,822)	(2,822)	0
Total Debt Service Offsets	(\$2,095,257)	(\$2,095,257)	\$0
TOTAL DEBT SERVICE	\$14,362,449	\$13,332,540	\$1,029,910
ANNUAL CAPITAL OUTLAY			
Regular			
2017 Requests - Allocated to All	\$1,363,348	\$1,274,785	\$88,563
2017 Requests - Allocated to Municipal from Rate Stabilization Reserve Offset	0	0	0
2017 Requests - Allocated to Municipal Only	600,000	600,000	0
Solids			
2017 Requests - Transfer to R2E2 Rate Stabilization Reserves	0	0	0
TOTAL ANNUAL CAPITAL OUTLAY	\$1,963,348	\$1,874,785	\$88,563
TOTAL ANNUAL CAPITAL AND DEBT SERVICE	\$16,325,797	\$15,207,324	\$1,118,473
Interest Income	(\$4,680)	(\$4,680)	\$0
Hauled Waste Truck Fees	(\$37,050)	(\$34,643)	(\$2,407)
Miscellaneous Revenue - O & M	\$0	\$0	\$0
Miscellaneous Revenue - Capital ***	(\$135,820)	(\$126,997)	(\$8,823)
Transfer From Rate Stabilization Fund	\$0	\$0	\$0
Using/(Building) Rate Reserves	(\$0)	(\$0)	\$0
Total Non-Rate Revenues (Capital-Related)	(\$177,550)	(\$166,320)	(\$11,230)
Net Annual Capital and Debt Service	\$16,148,247	\$15,041,004	\$1,107,243

(1) Based on Revised Cost of Service Allocations from Camp Dresser & McKee Inc. June 2016 (Table 5). Debt Collection is for 2017 debt service payments.

(2) Total Debt Collected in 2017 Budget for 2018 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 I 200.13(2),(5) permits Sewerage Districts to levy a tax upon property for its performance of duties.

* Note: 2016 and 2017 Payments for Debt Service over 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.

**** DPF: Blower Replacement Project (2016 NEW) was determined not to be needed at this time and a much less costly equipment upgrade was pursued.

The 2016 Budget debt service collection of \$237,255 will fund equipment upgrade of \$46K, annual capital for DPF: Process Blowers - HST Upgrades of \$100K and remaining collected debt service will offset 2017 Budget debt service collection for the DPF: Primary Substation & Emergency Generator project.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Summary of Debt Service Schedule

Issue	Description	Original Amount	2017 Budget for 2018 Debt Payments	Loan Date	Last Payment
4198-15	Treated Cooling Water System - Metro Header	2,737,735	182,713	4/14/1999	May 2018
4198-16	East River Lift Station	1,924,428	132,486	10/25/2000	May 2020
4198-12	West Fox River Interceptor	2,159,850	142,871	10/25/2000	May 2020
4345-06	De Pere Ashwaubenon Creek Interceptor	3,222,103	217,421	12/31/2007	May 2020
4198-09	Service Water System	946,212	64,740	7/11/2001	May 2021
4198-02	Bar Screens Replacement	1,490,715	100,755	7/11/2001	May 2021
4198-18	Scott Bayshore Interceptor	695,592	45,770	2/27/2002	May 2021
4345-04	De Pere Facility	3,881,879	257,841	12/31/2007	May 2021
4198-27	Solids Process Improvement	5,347,693	352,687	12/8/2004	May 2024
4198-21	East Tower Drive Interceptor	2,761,526	182,911	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	821,956	9/15/2008	May 2028
4198-25	RAS/WAS Improvements	10,460,782	663,351	3/11/2009	May 2028
4198-35	Combined Treatment Facilities Projects	4,211,341	300,869	12/9/2009	May 2029
4198-37	Consolidation/Conveyance Project	12,821,922	881,598	12/9/2009	May 2029
4198-29	Phase Two Interceptor Rehabilitation	3,421,382	216,305	11/10/2010	May 2030
4198-24	Electrical Generator Project	3,246,148	208,366	12/22/2010	May 2030
4198-32	GBF: Administration & Maintenance Building HVAC Replacement	3,133,312	206,524	4/10/2013	May 2032
4198-45	De Pere Facility East Service Area Interceptor Rehabilitation	3,146,593	186,914	12/12/2012	May 2032
4198-48	DPF: Disinfection System Upgrade (2013 New)	4,272,020	271,158	1/8/2014	May 2033
4198-44	Green Bay Facility Solids Management Plan Construction (R2E2) (2014 New) *	15,206,000	986,976	8/13/2014	May 2034
4198-52	GBF: Disinfection System Upgrade (2015 New) **	1,850,000	0	12/23/2015	May 2035
4198-99	Green Bay Facility Solids Management Plan Construction (R2E2) (2015 New) *	130,380,511	8,782,637	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		\$250,207,779	\$16,235,583		
(New)	Dutchman Creek Interceptor Upgrade & Scott Bayshore Interceptor Rehabilitation (2014 New) **	3,500,000	(0)	7/1/2017	May 2037
(New)	Charles Street Interceptor Upsizing (2017 New)	1,680,000	113,936	1/1/2018	May 2038
(New)	DPF: Primary Substation & Emergency Generator (2017 New) **	3,480,000	108,187	3/1/2018	May 2038
Total New Debt		\$8,660,000	\$222,123		
Grand Total with New Debt		\$258,867,779	\$16,457,706		
			\$ 10,637,863		

Notes: * Solids Management - R2E2 Project Loans.

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

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Annual Capital

<u>Item Description</u>	<u>Common to All - Municipal Only</u>	<u>Amount</u>
Business Services		
<u>Information Technology</u>		
GBF: Campus Paging System	Common to All	\$ 125,000
Total Business Services		\$ 125,000
Operations		
<u>Maintenance</u>		
GBF: Replace MCC - Center Mechanical MCC-B2, -B2A, -B2B	Common to All	\$ 616,000
GBF: Replace MCC - Administration Building ADP-1,-2; MCC-A1, -A2	Common to All	308,000
GBF: Aeration Basin Access Ladders	Common to All	110,000
DPF: Process Air Blowers - HST Upgrades *	Common to All	-
Total Operations		\$ 1,034,000
Technical Services		
<u>Engineering</u>		
MS 6, 8, & 9 Rehabilitation	Municipal Only	\$ 300,000
Annual Manhole Rehabilitation	Municipal Only	50,000
Total Engineering		\$ 350,000
<u>Field Services</u>		
Lift Station alarm notification system	Municipal Only	\$ 250,000
Total Field Services		\$ 250,000
Total Technical Services		\$ 600,000
Environmental Programs		
<u>Watershed Management</u>		
Environmental Lands Easement or Title Purchase - Pilot Demonstration Project	Common to All	\$ 54,000
Total Environmental Programs		\$ 54,000
<u>Laboratory</u>		
Lachat Auto Analyzer 3 (Low level P)	Common to All	\$ 42,348
Metals Lab: PE ICP	Common to All	\$ 108,000
Total Laboratory		\$ 150,348
Total Environmental Programs		\$ 204,348
Total Annual Capital Items		\$ 1,963,348
<u>Solids Project (R2E2)</u>		
2017 Requests - Transfer to R2E2 Rate Stabilization Reserves	Solids	\$ -
Total Solids Project (R2E2)		\$ -

Note: * DPF: Process Air Blowers - HST Upgrades of \$100K will be funded through previous debt service that was collected in 2016 Budget for the DPF: Blower Replacement Project.

**Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Allocation of Operation and Maintenance Costs**

Expenses are first allocated to cost components (Flow, BOD, SS, 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 Services & Environmental Services										
Operational Testing	\$565,303	\$79,142	\$67,837	\$50,877	\$33,918	\$39,571	\$118,714	\$135,673	\$0	\$39,571
Water Quality Testing	779,874	779,874	0	0	0	0	0	0	0	0
Total Laboratory Services	1,345,178	859,017	67,837	50,877	33,918	39,571	118,714	135,673	0	39,571
Treatment										
Pump Station	114,114	114,114	0	0	0	0	0	0	0	0
Primary Treatment	151,253	151,253	0	0	0	0	0	0	0	0
Aeration	315,785	0	157,892	0	0	157,892	0	0	0	0
Final & Chlorine Contact Basins	246,430	246,430	0	0	0	0	0	0	0	0
Primary Thickeners	151,253	3,781	19,920	123,014	3,781	756	0	0	0	0
Waste Activated Sludge Thickeners	176,462	0	104,395	68,538	0	3,529	0	0	0	0
Dewatering - Belt Presses/Incineration	504,178	5,042	205,523	281,513	5,042	7,058	0	0	0	0
Primary Sludge	201,671	5,042	26,560	164,019	5,042	1,008	0	0	0	0
Secondary Sludge	302,507	0	178,963	117,494	0	6,050	0	0	0	0
Incineration	655,432	7,563	248,631	383,105	7,563	8,571	0	0	0	0
Primary Sludge	302,507	7,563	39,840	246,029	7,563	1,513	0	0	0	0
Secondary Sludge	352,925	0	208,790	137,076	0	7,059	0	0	0	0
Solids, General	265,367	2,885	103,930	152,092	2,885	3,575	0	0	0	0
Grit Removal	10,943	0	0	10,943	0	0	0	0	0	0
Filtration	15,613	15,613	0	0	0	0	0	0	0	0
Total Treatment	2,606,830	546,681	840,291	1,019,205	19,271	181,382	0	0	0	0
Maintenance/Engineering										
Maintenance	2,455,576	770,529	706,788	449,749	16,431	338,223	127,690	0	46,165	0
Engineering	847,663	265,986	243,983	155,253	5,672	116,754	44,078	0	15,936	0
Total All Above	7,355,246	2,442,213	1,858,898	1,675,084	75,293	675,931	290,482	135,673	62,101	39,571
Business Services & Information Systems										
	2,007,165	688,514	524,064	472,243	21,227	190,560	81,893	0	12,240	16,423
Total Salaries & Benefit Costs	9,262,411	3,130,727	2,382,962	2,147,327	96,519	866,491	372,375	135,673	74,341	55,994
Power										
Metro Pump	333,484	0	0	0	0	0	333,484	0	0	0
Mill Pump	20,760	0	0	0	0	0	0	0	20,760	0
Secondary Effluent Pump	22,220	22,220	0	0	0	0	0	0	0	0
Process Air Compressors	849,598	0	552,239	0	0	297,359	0	0	0	0
Solids Building	262,170	2,622	106,871	146,385	2,622	3,670	0	0	0	0
Primary Sludge (40)	104,868	2,622	13,811	85,289	2,622	524	0	0	0	0
Secondary Sludge (60)	157,302	0	93,060	61,096	0	3,146	0	0	0	0
All Other Plant	926,635	290,767	266,713	169,717	6,201	127,632	48,185	0	17,421	0
Total Power	2,414,867	315,608	925,823	316,102	8,822	428,661	381,669	0	38,181	0
Fuel										
Fuel - Diesel for Generators	46,332	46,332	0	0	0	0	0	0	0	0
Building	459,326	153,544	140,843	89,622	3,274	67,398	25,445	0	9,199	0
Incineration	459,321	4,593	187,238	256,466	4,593	6,430	0	0	0	0
Primary Sludge (40)	183,728	4,593	24,197	149,426	4,593	919	0	0	0	0
Secondary Sludge (60)	275,593	0	163,041	107,040	0	5,512	0	0	0	0
Total Fuel	994,979	204,470	328,080	346,089	7,868	73,829	25,445	0	9,199	0

**Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Allocation of Operation and Maintenance Costs**

Expenses are first allocated to cost components (Flow, BOD, SS, 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	\$92,820	\$92,820	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gravity Belt Polymer	43,370	0	25,658	16,845	0	867	0	0	0	0
Gravity Thickener Polymer	0	0	0	0	0	0	0	0	0	0
Belt Press Polymer	229,100	2,291	93,390	127,920	2,291	3,207	0	0	0	0
Primary Sludge (40)	91,640	2,291	12,069	74,531	2,291	458	0	0	0	0
Secondary Sludge (60)	137,460	0	81,321	53,389	0	2,749	0	0	0	0
Lime and Clay	57,870	579	23,590	32,312	579	810	0	0	0	0
Primary Sludge (40)	23,148	579	3,049	18,826	579	116	0	0	0	0
Secondary Sludge (60)	34,722	0	20,542	13,486	0	694	0	0	0	0
Sodium Bisulfite	53,700	53,700	0	0	0	0	0	0	0	0
Ferric Chloride	26,630	13,315	0	0	13,315	0	0	0	0	0
Ferric Chloride - odor control	0	0	0	0	0	0	0	0	0	0
Other Chemicals	52,760	52,760	0	0	0	0	0	0	0	0
Total Chemicals	556,250	215,465	142,638	177,077	16,185	4,885	0	0	0	0
Maintenance & Repairs										
Maintenance & Repairs	1,582,915	496,699	455,610	289,918	10,592	218,026	82,312	0	29,759	0
All Other Expenses										
Solid Waste	219,471	2,574	82,480	128,997	2,574	2,845	0	0	0	0
Primary Sludge (40)	102,976	2,574	13,562	83,750	2,574	515	0	0	0	0
Secondary Sludge (60)	116,495	0	68,919	45,247	0	2,330	0	0	0	0
DNR Environmental Fees	146,000	1,066	49,151	51,856	32,968	10,960	0	0	0	0
Other Miscellaneous	3,732,821	1,171,313	1,074,417	683,682	24,978	514,147	194,107	0	70,177	0
Total All Other	4,098,292	1,174,953	1,206,048	864,535	60,520	527,951	194,107	0	70,177	0
Total Treatment Plant O & M	18,909,714	5,537,923	5,441,161	4,141,049	200,506	2,119,843	1,055,908	135,673	221,657	55,994
Field Services O & M:										
Pretreatment	220,921	0	0	0	0	0	0	220,921	0	0
Municipal Interceptors	316,579	0	0	0	0	0	316,579	0	0	0
Mill Interceptors	2,574	0	0	0	0	0	0	0	2,574	0
Fox River Fiber Force Main	75,484	0	0	0	0	0	0	0	0	75,484
Municipal Metering Stations	269,520	0	0	0	0	0	269,520	0	0	0
Mill Metering Stations	57,078	0	0	0	0	0	0	0	0	57,078
Municipal Lift Stations	375,029	0	0	0	0	0	375,029	0	0	0
<i>Subtotal</i>	<i>1,317,185</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>961,129</i>	<i>220,921</i>	<i>2,574</i>	<i>132,561</i>
All Other (Field Services Salaries after distribution)	453,134	0	0	0	0	0	330,644	76,000	885	45,603
Total Interceptor System O & M	1,770,319	0	0	0	0	0	1,291,773	296,921	3,459	178,165
Total O & M Costs	\$20,680,032	\$5,537,923	\$5,441,161	\$4,141,049	\$200,506	\$2,119,843	\$2,347,681	\$432,594	\$225,116	\$234,159
Distribution to Participants										
MUNICIPAL	19,072,274	4,892,613	5,314,990	3,792,048	199,298	2,093,049	2,347,681	432,594	0	0
FOX RIVER FIBER	96,762	0	0	0	0	0	0	0	0	96,762
PROCTER & GAMBLE	1,510,997	645,310	126,171	349,000	1,209	26,794	0	0	225,116	137,398
Total	\$20,680,032	\$5,537,923	\$5,441,161	\$4,141,049	\$200,506	\$2,119,843	\$2,347,681	\$432,594	\$225,116	\$234,159

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Interceptor System O & M

Account Name	Maintenance	Field Services	Procter & Gamble Meter Station	Procter & Gamble Interceptor	Fox River Fiber Force Main
Salaries - Procter & Gamble (P&G) Interceptor	\$0	\$1,148		\$1,148	
Benefits - P&G Interceptor	0	426		426	
Salaries - P&G Meter Station	10,008	10,331	20,339		
Benefits - P&G Meter Station	3,714	3,834	7,548		
Salaries - Fox River Fiber - Force Main	0	4,591			4,591
Benefits - Fox River Fiber - Force Main	0	1,704			1,704
Salaries - Fox River Fiber - Meter Station	996	8,035			9,031
Benefits - Fox River Fiber - Meter Station	370	2,982			3,352
Repair & Maintenance (R & M) - P&G Interceptor			0	1,000	
R & M - P&G Meter Station			28,350		
Phones - P&G			840		
Power - P&G			0		
R & M - Force Main					56,550
R & M - Meter Station					255
Chemicals					
Total			\$57,077	\$2,574	\$75,483

Account Name	Maintenance	Field Services	GBMSD Meter Stations	GBMSD Interceptors	Lift Station	Pretreatment
Salaries Pretreatment	\$0	\$154,488				\$154,488
Salaries - GBMSD Interceptors	3,264	82,645		85,909		
Salaries - GBMSD Meter Stations	0	90,680	90,680			
Salaries - East Bayshore Lift Stations	28,200	40,175			68,375	
Salaries - East River Lift Station	14,004	12,626			26,630	
Salaries - Old Plank Lift Station	2,664	6,887			9,551	
Salaries - Interplant Force Main	0	11,478		11,478		
Salaries - Chemical Feed Building	0	2,296	2,296			
Benefits - Pretreatment	0	57,333				57,333
Benefits - GBMSD Interceptors	1,211	30,671		31,882		
Benefits - GBMSD Meter Stations	0	33,653	33,653			
Benefits - East Bayshore Lift Stations	10,465	14,910			25,375	
Benefits - East River Lift Station	5,197	4,686			9,883	
Benefits - Old Plank Lift Station	989	2,556			3,545	
Benefits - Interplant Force Main	0	4,260		4,260		
Benefits - Chemical Feed Building	0	852	852			
Pretreatment Program						9,100
R & M - East Bayshore System Lift Stations					47,700	
R & M - East Bayshore Force Main					1,100	
R & M - East River Lift Station					34,620	
R & M - GBMSD Interceptors - Field Services				54,150		
R & M - GBMSD Interceptors - Engineering				125,001		
R & M - Old Plank Lift Station					5,950	
R & M - Interplant Force Main				3,900		
R & M - GBMSD Meter Stations			88,140			
R & M - Chemical Feed Building			1,340			
Phones - Meter/Lift Stations			35,660			
Phones - Chemical Feed Building			0			
Power - Meter Stations			15,500			
Power - Chemical Feed Building			1,400			
Power - Old Plank Lift Station					1500	
Power - East Bayshore Lift Stations					27,000	
Power - East River Lift Station					35,000	
Water - East River Lift Station					1,400	
Chemicals - Old Plank Lift Station					4,480	
Chemicals - De Pere Conveyance					47,120	
Chemicals - Chemical Feed Building					-	
Chemicals - Bayshore Interceptor					25,800	
Total			\$269,520	\$316,580	\$375,029	\$220,921

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Salaries and Benefits before Distribution

Description	Commission	Business Services	Laboratory Services	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	\$2,500	\$1,010,968	\$537,845	\$1,834,312	\$1,786,572	\$629,942	\$479,596	\$745,574	\$474,629	\$7,501,938
Long Term Disability	0	5,526	3,305	12,219	10,810	3,950	3,288	4,356	2,795	46,249
Dental Insurance	0	9,077	5,391	19,814	22,256	6,405	6,082	6,405	2,996	78,426
Health Insurance	0	175,443	96,648	334,237	397,063	104,030	89,266	150,207	57,853	1,404,747
Life Insurance	0	3,467	1,222	5,577	6,635	2,553	2,618	1,886	1,224	25,182
Wisconsin Retirement	0	64,489	35,064	133,210	117,902	42,234	35,177	49,104	29,743	506,923
FICA & Medicare	191	71,766	41,145	155,948	136,673	48,191	40,227	57,036	36,185	587,362
Worker's Compensation	5	3,348	13,607	51,663	45,200	10,358	973	18,863	4,638	148,655
Uniforms	0	0	888	12,480	13,548	0	0	2,950	0	29,866
Employee Assistance	0	3,158	0	0	0	0	0	0	0	3,158
Wellness Program	0	0	0	47,370	0	0	0	0	0	47,370
Totals	\$2,696	\$1,347,242	\$735,115	\$2,606,830	\$2,536,659	\$847,663	\$657,227	\$1,036,381	\$610,063	\$10,379,874

Note: Engineering, Treatment and Information Technology Salaries were decreased by \$267K for re-allocation of salaries to Solids Management Capital Loan Amount.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
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	\$1,010,968	\$537,845	\$1,834,312	\$1,727,436	\$629,942	\$479,596	\$320,194	\$474,629	\$7,017,422
Long Term Disability	0	5,526	3,305	12,219	10,445	3,950	3,288	1,733	2,795	43,261
Dental Insurance	0	9,077	5,391	19,814	21,638	6,405	6,082	1,958	2,996	73,361
Health Insurance	0	175,443	96,648	334,237	385,990	104,030	89,266	70,554	57,853	1,314,021
Life Insurance	0	3,467	1,222	5,577	6,436	2,553	2,618	458	1,224	23,555
Wisconsin Retirement	0	64,489	35,064	133,210	113,906	42,234	35,177	5,037	29,743	458,860
FICA & Medicare	191	71,766	41,145	155,948	132,149	48,191	40,227	36,664	36,185	562,466
Worker's Compensation	5	3,348	13,607	51,663	44,028	10,358	973	13,586	4,638	142,206
Uniforms	0	0	888	12,480	13,548	0	0	2,950	0	29,866
Employee Assistance	0	3,158	0	0	0	0	0	0	0	3,158
Wellness Program	0	0	0	47,370	0	0	0	0	0	47,370
Totals	\$2,696	\$1,347,242	\$735,115	\$2,606,830	\$2,455,576	\$847,663	\$657,227	\$453,134	\$610,063	\$9,715,546

Note: Engineering, Treatment and Information Technology Salaries were decreased by \$267K for re-allocation of salaries to Solids Management Capital Loan Amount.

**NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
Employees Headcount Report**

<u>Divisions and Department</u>	<u>ADOPTED 2016 BUDGET HEADCOUNT</u>	<u>PROPOSED 2017 BUDGET HEADCOUNT</u>
Business Services including Non-Departmental *	12	13
Laboratory Services	7	8
Treatment including Health and Safety	26	26
Maintenance	24	24
Engineering	7	8
Information Technology	6	6
Field Services	9	9
Watershed Management	3	4
Regulatory Compliance	1	1
Total Headcount without Commissioners **	95	99
Commissioners	5	5

New Positions

<u>Division</u>	<u>Department</u>	<u>2016 BUDGET</u>	<u>2017 BUDGET</u>
Business Services	Support Services		Support Services Assistant (Approved April 2016)
Environmental Programs	Laboratory		Lab Analyst II
Technical Services	Engineering		Process Engineer
Environmental Programs	Watershed Management		Watershed Specialist
Operations	Treatment	Asset Reliability Coordinator	

Notes:

* Non-Departmental Division includes Executive Director & Human Resources

** Total Full-Time and Part-Time positions

Divisions and Departments classification for referencing

BUSINESS SERVICES

Accounting
Communication & Education
Information Technology
Support Services

TECHNICAL SERVICES

Engineering
Field Services

OPERATIONS

Maintenance
Treatment
Health and Safety

ENVIRONMENTAL PROGRAMS

Watershed Management
Regulatory Compliance
Laboratory
Sustainability

NON-DEPARTMENTAL

Commission
District Wide
Executive Director & Human Resources

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - First Budget Workshop - August 24, 2016
OUT-OF-AREA TRAVEL - Outside EPA Region 5 (Wisconsin, Minnesota, Illinois, Ohio, Indiana, Michigan)

Title	Division	Event
Director of Business Services	Business Services	NACWA Legal Seminar, TBD
Accounting Manager	Business Services	IMA Conference, TBD
Communication & Education Coordinator	Business Services	PRSA, New York, NY
Information Technology Manager	Business Services	Microsoft Convergence, New Orleans, LA
System Technician - GIS	Business Services	ESRI GIS User Conference, Palm Springs, CA
Director of Technical Services	Technical Services	WEFTEC, New Orleans, LA
Project Manager	Technical Services	Thermal Oxidation Meeting, TBD
To be Determined	Operations	WEFTEC, New Orleans, LA
Maintenance Manager	Operations	SMRP Annual Conference, Jacksonville, FL
Director of Operations	Operations	WEFTEC, New Orleans, LA
Executive Director	Non-Departmental	NACWA Winter, San Diego, CA
Executive Director	Non-Departmental	NACWA Summer, Denver, CO
Executive Director	Non-Departmental	WEFTEC, New Orleans, LA
Commissioner	Non-Departmental	NACWA Summer, Denver, CO
Commissioner	Non-Departmental	NACWA Winter, San Diego, CA
Director of Environmental Programs	Environmental Programs	Wastewater Conference, TBD
Watershed Programs Manager	Environmental Programs	IAGLR, Canada
Water Resources Specialist	Environmental Programs	IAGLR, Canada
Analytical Chemist	Environmental Programs	PITTCON, Atlanta, GA

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2017 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN**

2017 Budget - First Budget Workshop - August 24, 2016	2017	2018	2019	2020	2021
MAJOR CAPITAL: WASTEWATER TREATMENT FACILITIES					
GBF: Blower System Efficiency Upgrade	-	-	400,000	2,413,000	4,016,000
GBF: R2E2 Solids Management Project	50,282,000	19,964,000	3,135,000	-	-
GBF: Metro & Mill Pumping and Plant Drain Systems Upgrades	-	240,000	3,480,000	1,620,000	2,700,000
GBF: Primary Clarifier Odor Control	-	250,000	2,750,000	-	-
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	240,000	2,700,000	540,000	-	-
GBF & DPF: Clarifier Rehabilitation	-	400,000	2,160,000	2,160,000	2,160,000
GBF & DPF: Headworks Upgrades	-	-	-	400,000	3,250,000
Interplant Wastewater Force Main - Phase 2	-	360,000	3,960,000	-	-
GBF Phosphorus Upgrade	-	-	750,000	7,628,000	7,628,000
DPF Phosphorus Upgrade	-	-	500,000	2,768,000	2,768,000
TOTAL WASTEWATER TREATMENT FACILITIES	50,522,000	24,074,000	19,835,000	17,389,000	27,922,000
MAJOR CAPITAL: INTERCEPTORS					
Dutchman Creek Interceptor Upgrade & Rehabilitation ** See Notes **	2,240,000	-	-	-	-
Scott Bayshore Interceptor Rehabilitation ** See Notes **	770,000	-	-	-	-
Tunnel Interceptor Rehabilitations (QSI, ERI, EFRI, WFRI)	-	-	280,000	4,060,000	4,060,000
Ninth Street Interceptor Extension - American Drive	-	-	1,250,000	-	-
East Tower Drive Interceptor Rehabilitation - Phase 1	-	-	179,000	2,562,000	-
Bayview Interceptor Upsizing	-	-	130,000	1,430,000	-
Bayview Interceptor Replacement ** See Notes **	3,790,000	-	-	-	-
Charles Street Interceptor Upsizing	168,000	1,512,000	-	-	-
East Bayshore Lift Stations - Replacement	-	-	-	-	35,000
TOTAL INTERCEPTORS, METER STATIONS & LIFT STATIONS	6,968,000	1,512,000	1,839,000	8,052,000	4,095,000
DEPARTMENT ANNUAL CAPITAL INVESTMENTS					
MAINTENANCE SECTION					
GBF: Replace MCC - Center Mechanical MCC-B2, -B2A, -B2B	616,000	-	-	-	-
GBF: Replace MCC - Administration Building ADP-1,-2; MCC-A1, -A2	308,000	-	-	-	-
DPF: Replace outdated MCCs	-	-	-	125,000	-
DPF: Replace diffuser socks in aeration system (10-year rotation)	-	-	-	-	57,000
GBF: Replace Air Handling Units	-	263,000	214,000	217,000	312,000
DPF: Replace roof - Sludge Control Tank Building	-	-	-	-	79,000
DPF: Replace roof - Service Building	-	107,000	-	-	-
DPF: Replace roof - Blower Building No. 2	-	150,000	-	-	-
Vehicle ID# 105 Replacement	-	35,000	-	-	-
Vehicle ID# 107 Replacement	-	-	-	-	70,000
Vehicle ID# 109 Replacement	-	-	-	-	45,000
Vehicle ID# 111 Replacement	-	-	-	40,000	-
Vehicle ID# 112 Replacement	-	-	-	-	45,000
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	-	-

8/15/2016

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2017 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN**

2017 Budget - First Budget Workshop - August 24, 2016	2017	2018	2019	2020	2021
GBF: SW Pump Replacement	-	-	-	-	400,000
DPF: Process Air Blowers - HST Upgrades ** See Notes **	100,000	-	-	-	-
GBF: Aeration Basin Access Ladders	110,000	-	-	-	-
GBF: Tunnel Lighting Upgrades	-	248,000	-	-	-
GBF: Basin Complex Walkway Concrete Rehabilitation	-	-	224,000	200,000	-
Maintenance Section subtotal	1,134,000	853,000	1,238,000	757,000	1,658,000
INFORMATION TECHNOLOGY SECTION					
GBF: Fiber Optic Network Enhancement/Upgrade	-	-	-	-	80,000
GBF: Building Network Cabling Enhance/Upgrade	-	-	-	-	45,000
GBF: County Wide Radio Communications	-	-	-	-	-
GBF: County Wide Radio Communications Phase II	-	-	-	-	-
GBF: Replace PLC Input/Output Hardware	-	-	125,000	125,000	125,000
GBF & DPF: SCADA HMI Software Replacement	-	-	-	-	-
GBF & DPF: SCADA Historian Software Replacement	-	-	-	-	-
GBF: Laboratory Information Management System	-	-	-	-	-
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	125,000	340,000	125,000	250,000	340,000
ENGINEERING SECTION					
Meter Station #1 Flow Tube and Flow Meter Replacement	-	-	90,000	-	-
DPF: Demolish Solids Building & MS11A	-	1,000,000	-	-	-
MS 6, 8, & 9 Rehabilitation	300,000	-	-	-	-
ERLS: HVAC Improvements	-	-	300,000	-	-
Annual Manhole Rehabilitation	50,000	50,000	50,000	50,000	50,000
Engineering Services Section subtotal	350,000	1,050,000	440,000	50,000	50,000
WATERSHED MANAGEMENT SECTION					
Environmental lands easement or title purchase - Pilot Demonstration Project	54,000	-	-	-	-
Watershed Management Section subtotal	54,000	-	-	-	-
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	250,000	-	160,000	250,000	-
LABORATORY SERVICES SECTION					
Laboratory Information System	-	-	-	-	350,000
Lachat Auto Analyzer 3 (Low level P)	42,000	-	-	-	-
Metals Lab: PE ICP	108,000	-	-	-	-
Laboratory Services Section subtotal	150,000	-	-	-	350,000
TOTAL ANNUAL CAPITAL INVESTMENTS	2,063,000	2,243,000	1,963,000	1,307,000	2,398,000
TOTAL CAPITAL INVESTMENTS	59,553,000	27,829,000	23,637,000	26,748,000	34,415,000

Notes:

Major Capital - Interceptors: Dutchman Creek and Scott-Bayshore Interceptor Projects anticipated to be combined into one loan.

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

Annual Capital - Maintenance: the DPF: Process Air Blowers - HST Upgrades will be funded through previous debt service that was collected in 2016 budget.

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
2017 Budget – Proposed
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

2017 Budget – Proposed

Summary of Revenues and Expenses Legends

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

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

Expenses:

Favorable Expense Variances: means less expense 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

2017 Budget – Proposed

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**2017 Budget – Proposed****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 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 Solids Project. The amount collected brings the overall 2013 rate increase to within the 9% amount estimated in the planning for the Solids Project (R2E2)

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

MEETING DATE: November 15, 2016

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation of Bi-weekly Stipend for Interim Fire Chief

ATTACHMENTS:

- Interim Appointment Fire 2016 to Council (DOCX)

Memo

City of De Pere

To: Members of the Common Council

From: Michael Walsh, Mayor
Shannon Metzler, Human Resources Director

RE: Interim Fire Chief

Date: 11/15/2016

As you are aware, Dennis Rubin, Fire Chief, has given his notice. His last day with the City will be December 2, 2016.

The recommendation to appoint Assistant Fire Chief, Alan Matzke, as Interim Fire Chief, went for approval before the Police and Fire Commission this morning. We are asking for your approval for a bi-weekly stipend of \$200 for the additional duties and responsibilities that Chief Matzke will be assuming.

Thank you.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: November 15, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve expense of \$3,150 for asbestos removal at Fairgrounds House.

This past summer, the Board of Park Commissioners and the City Council approved a donation from the Brown County Fair Board to have the house at the Fairgrounds property (owned by the City) razed. Shortly before the house was to be razed, the Brown County Fair was informed of an unanticipated cost related to asbestos removal. Due to the urgency of the request/expense, our City Administrator gave approval to cover the cost of asbestos removal. Cost of asbestos removal was \$3150 and shall be taken from undesignated reserves.

ATTACHMENTS:

- doc036383 (PDF)



Asbestos Removal, Inc.

3142 S. Ridge Road, P.O. Box 11742 • Green Bay, WI 54307-1742 • Phone (920) 336-2002 • Fax (920) 337-2626 • Toll Free (888) 209-6577

INVOICE DATE: 08-31-2016
INVOICE NO. : 9731

JOB: 161190
TERMS: NET30 DAYS
P.O. NO:

TO:
BROWN COUNTY FAIR GROUNDS
ATTN: STEVE CORRIGAN
GREEN BAY, WI

JOB SITE:
1500 FORT HOWARD DR.
DE PERE, WI 54115

Item	Description	Amount
	ASBESTOS REMOVAL OF TAN SHEET FLOORING IN THE KITCHEN AND ENTRY HALLWAY. DUCT WRAP AND SEAM TAPE IN THE BASEMENT AND FLOOR TILE AND MASTIC IN THE EAST BASEMENT ROOM.	
	CONTRACT AMOUNT:	3,150.00
	LESS PREVIOUS BILLING:	
	BALANCE TO BILL:	
	TOTAL THIS FIRST AND FINAL INVOICE	3,150.00

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

MEETING DATE: November 15, 2016

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Re-Appointment to the Redevelopment Authority by Mayor Walsh.

ATTACHMENTS:

- November 11, 2016 Appointment Letter (DOC)

Memo**City of De Pere**

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Re-Appointment to the Redevelopment Authority
Date: November 11, 2016

I am submitting the following name for re-appointment at the November 15, 2016 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individual being submitted for your approval.

Commission

Redevelopment Authority

Appointments

Carol Karls/Re-Appointment

Attachment: November 11, 2016 Appointment Letter (5277 : Re-Appointment to the Redevelopment Authority by Mayor Walsh.)

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

MEETING DATE: November 15, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 11-15-16 VOUCHERS (PDF)

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PACKET: 05338 NOV 2016 COUNCIL - 2 11-15-16

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
7310	AA SECURITY							
	I-201611076545	AA SECURITY	R	11/15/2016		105.00CR	080250	105.00
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1614154	ACCURATE SUSPENSION WAREHOUSE	R	11/15/2016		37.04CR	080251	37.04
0007	AMBROSIOUS SALES & SERVICE							
	I-106493	AMBROSIOUS SALES & SERVICE	R	11/15/2016		56.03CR	080252	56.03
1380	AUTOHOE II INC							
	I-15439	AUTOHOE II INC	R	11/15/2016		380.00CR	080253	380.00
6842	BADGER SPORTING GOODS CO., INC.							
	I-AAO003715-A-A01	BADGER SPORTING GOODS CO., INC	R	11/15/2016		972.48CR	080254	972.48
7496	BADGER SPORTS PARK							
	I-7101	BADGER SPORTS PARK	R	11/15/2016		458.33CR	080255	458.33
7497	BAGSPOT PET WASTE SOLUTIONS							
	I-2571	BAGSPOT PET WASTE SOLUTIONS	R	11/15/2016		307.60CR	080256	307.60
0023	BATTERIES PLUS LLC							
	I-501-241106-01	BATTERIES PLUS LLC	R	11/15/2016		77.45CR	080257	
	I-501-500954	BATTERIES PLUS LLC	R	11/15/2016		269.95CR	080257	
	I-501-503747	BATTERIES PLUS LLC	R	11/15/2016		386.90CR	080257	
	I-501-504060	BATTERIES PLUS LLC	R	11/15/2016		77.50CR	080257	811.80
0027	BAY TOWEL INC							
	I-2268256	BAY TOWEL INC	R	11/15/2016		53.51CR	080258	
	I-2270616	BAY TOWEL INC	R	11/15/2016		159.54CR	080258	
	I-2272402	BAY TOWEL INC	R	11/15/2016		35.07CR	080258	
	I-2272403	BAY TOWEL INC	R	11/15/2016		90.05CR	080258	338.17
0025	BAYCOM INC							
	I-EQUIPINV_004959	BAYCOM INC	R	11/15/2016		18.75CR	080259	18.75
6473	BEAVER OF WISCONSIN INC							
	I-92411	BEAVER OF WISCONSIN INC	R	11/15/2016		877.50CR	080260	877.50
0038	BROADWAY AUTOMOTIVE INC							
	I-487172	BROADWAY AUTOMOTIVE INC	R	11/15/2016		188.49CR	080261	
	I-496110	BROADWAY AUTOMOTIVE INC	R	11/15/2016		660.00CR	080261	848.49

Attachment: 11-15-16 VOUCHERS (5293 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0888	BROWN COUNTY HEALTH DEPT							
	I-2016-37	BROWN COUNTY HEALTH DEPT	R	11/15/2016		160.00CR	080262	160.00
2944	BROWN COUNTY JAIL							
	I-201611076546	BROWN COUNTY JAIL	R	11/15/2016		480.00CR	080263	480.00
2984	BROWN COUNTY TREASURER							
	I-2016-00000019	BROWN COUNTY TREASURER	R	11/15/2016		1,815.12CR	080264	1,815.12
1784	CARLSON DETTMANN CONSULTING							
	I-1831	CARLSON DETTMANN CONSULTING	R	11/15/2016		250.00CR	080265	
	I-1909	CARLSON DETTMANN CONSULTING	R	11/15/2016		1,050.00CR	080265	1,300.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-231536	CARQUEST AUTO PARTS LLC	R	11/15/2016		51.06CR	080266	51.06
0536	CDW GOVERNMENT INC							
	I-FFW6462	CDW GOVERNMENT INC	R	11/15/2016		35.37CR	080267	
	I-FQH4475	CDW GOVERNMENT INC	R	11/15/2016		428.73CR	080267	
	I-FRF3410	CDW GOVERNMENT INC	R	11/15/2016		19.64CR	080267	
	I-FRG3066	CDW GOVERNMENT INC	R	11/15/2016		36.86CR	080267	520.60
6575	CEDAR CORP							
	I-90176	CEDAR CORP	R	11/15/2016		500.00CR	080268	500.00
6910	CHOICE1 HEALTH CARE SERVICES LLC							
	I-6270	CHOICE1 HEALTH CARE SERVICES L	R	11/15/2016		38.85CR	080269	38.85
2708	CLEANING SOLUTION SERVICES INC							
	I-12264	CLEANING SOLUTION SERVICES INC	R	11/15/2016		1,784.35CR	080270	
	I-12342	CLEANING SOLUTION SERVICES INC	R	11/15/2016		148.82CR	080270	1,933.17
0217	COUNTRY VISIONS COOPERATIVE							
	I-201611076547	COUNTRY VISIONS COOPERATIVE	R	11/15/2016		16.98CR	080271	16.98
2077	DE PERE EXHAUST							
	I-201611076548	DE PERE EXHAUST	R	11/15/2016		64.21CR	080272	64.21
6946	DEAN ENTERPRISES LLC							
	I-D-47754	DEAN ENTERPRISES LLC	R	11/15/2016		102.25CR	080273	102.25
3212	DIXON ENGINEERING INC							
	I-16-1246	DIXON ENGINEERING INC	R	11/15/2016		950.00CR	080274	950.00

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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
7249	DLZ							
	I-136065	DLZ	R	11/15/2016		1,040.00CR	080275	1,040.00
0079	DORSCH CORP							
	I-63430	DORSCH CORP	R	11/15/2016		184.47CR	080276	184.47
7145	EAGLE FABRICATION INC.							
	I-2987	EAGLE FABRICATION INC.	R	11/15/2016		60.00CR	080277	60.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1860637	EMERGENCY MEDICAL PRODUCTS INC	R	11/15/2016		141.58CR	080278	
	I-1861342	EMERGENCY MEDICAL PRODUCTS INC	R	11/15/2016		4.25CR	080278	145.83
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-1016-2194	EMPLOYEE RESOURCE CENTER INC	R	11/15/2016		414.00CR	080279	414.00
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201611076549	EMS MEDICAL BILLING ASSOC LLC	R	11/15/2016		2,412.11CR	080280	2,412.11
0091	FASTENAL COMPANY							
	I-WIGRE336775	FASTENAL COMPANY	R	11/15/2016		39.86CR	080281	39.86
7265	FIRE CATT LLC							
	I-WI-5439	FIRE CATT LLC	R	11/15/2016		3,810.02CR	080282	3,810.02
0200	FIRST SUPPLY LLC							
	I-10194987-00	FIRST SUPPLY LLC	R	11/15/2016		1,785.00CR	080283	
	I-10210674-00	FIRST SUPPLY LLC	R	11/15/2016		155.38CR	080283	1,940.38
0710	FOLEY & LARDNER LLP							
	I-38091512	FOLEY & LARDNER LLP	R	11/15/2016		14,893.75CR	080284	14,893.75
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TPB0000356076/1617	FOX VALLEY TECHNICAL COLLEGE	R	11/15/2016		50.00CR	080285	50.00
0562	GALLS LLC							
	C-3687304	GALLS LLC	R	11/15/2016		33.78	080286	
	C-4870815	GALLS LLC	R	11/15/2016		23.70	080286	
	C-4870816	GALLS LLC	R	11/15/2016		16.50	080286	
	I-6224208	GALLS LLC	R	11/15/2016		106.42CR	080286	
	I-6266464	GALLS LLC	R	11/15/2016		8.66CR	080286	41.10

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
2044	GREEN BAY TITLE COMPANY INC							
	I-GBT16-10232642	GREEN BAY TITLE COMPANY INC	R	11/15/2016		1,635.00CR	080287	1,635.00
5484	HYDROCOP INC							
	I-40603-IN	HYDROCOP INC	R	11/15/2016		2,876.00CR	080288	
	I-40661-IN	HYDROCOP INC	R	11/15/2016		3,325.00CR	080288	6,201.00
1399	INDOFF INC							
	I-2868643	INDOFF INC	R	11/15/2016		181.06CR	080289	
	I-2870889	INDOFF INC	R	11/15/2016		165.03CR	080289	
	I-2871705	INDOFF INC	R	11/15/2016		76.91CR	080289	
	I-2872350	INDOFF INC	R	11/15/2016		319.50CR	080289	
	I-2873631	INDOFF INC	R	11/15/2016		55.44CR	080289	
	I-2874203	INDOFF INC	R	11/15/2016		16.40CR	080289	814.34
0567	INDUSTRIAL MARKETING CORP							
	I-41160	INDUSTRIAL MARKETING CORP	R	11/15/2016		226.95CR	080290	226.95
0565	INTOXIMETERS							
	I-546007	INTOXIMETERS	R	11/15/2016		140.00CR	080291	140.00
2602	JOSSART BROTHERS INC							
	I-172	JOSSART BROTHERS INC	R	11/15/2016		197.10CR	080292	197.10
1276	JX ENTERPRISES INC							
	I-D-262910037	JX ENTERPRISES INC	R	11/15/2016		113.43CR	080293	
	I-D-262930100	JX ENTERPRISES INC	R	11/15/2016		74.66CR	080293	
	I-D-262940024	JX ENTERPRISES INC	R	11/15/2016		35.50CR	080293	
	I-D-263010028	JX ENTERPRISES INC	R	11/15/2016		36.06CR	080293	259.65
3140	KUNDINGER FLUID POWER INC							
	I-50406014	KUNDINGER FLUID POWER INC	R	11/15/2016		227.60CR	080294	227.60
0153	LAFORCE INC							
	I-1013731	LAFORCE INC	R	11/15/2016		1,940.00CR	080295	1,940.00
4585	LAMP RECYCLERS INC.							
	I-86607	LAMP RECYCLERS INC.	R	11/15/2016		98.49CR	080296	98.49
0156	LAWSON PRODUCTS INC							
	I-9304459180	LAWSON PRODUCTS INC	R	11/15/2016		454.56CR	080297	454.56

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6198	MAILFINANCE							
	I-H6201886	MAILFINANCE	R	11/15/2016		300.00CR	080298	300.00
0173	MENARDS INC							
	I-94390	MENARDS INC	R	11/15/2016		13.32CR	080299	
	I-94493	MENARDS INC	R	11/15/2016		20.15CR	080299	
	I-94761	MENARDS INC	R	11/15/2016		18.89CR	080299	52.36
1630	BRIAN MITCHELL							
	I-1431	BRIAN MITCHELL	R	11/15/2016		534.56CR	080300	534.56
1125	MOODY'S INVESTORS SERVICE							
	I-P0218670	MOODY'S INVESTORS SERVICE	R	11/15/2016		14,500.00CR	080301	14,500.00
3191	NIELSON COMMUNICATIONS INC							
	I-AT10880	NIELSON COMMUNICATIONS INC	R	11/15/2016		49.90CR	080302	49.90
0531	NORTHEAST AUTO PARTS INC							
	I-315858	NORTHEAST AUTO PARTS INC	R	11/15/2016		129.52CR	080303	
	I-315876	NORTHEAST AUTO PARTS INC	R	11/15/2016		6.28CR	080303	
	I-315963	NORTHEAST AUTO PARTS INC	R	11/15/2016		7.99CR	080303	
	I-315987	NORTHEAST AUTO PARTS INC	R	11/15/2016		35.20CR	080303	
	I-316015	NORTHEAST AUTO PARTS INC	R	11/15/2016		35.20CR	080303	
	I-316056	NORTHEAST AUTO PARTS INC	R	11/15/2016		36.54CR	080303	
	I-316080	NORTHEAST AUTO PARTS INC	R	11/15/2016		37.98CR	080303	
	I-316137	NORTHEAST AUTO PARTS INC	R	11/15/2016		37.98CR	080303	326.69
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000111706	NORTHEAST WI TECH COLLEGE	R	11/15/2016		918.05CR	080304	918.05
3250	NORTHERN LAKE SERVICE							
	I-304828	NORTHERN LAKE SERVICE	R	11/15/2016		80.00CR	080305	80.00
7355	OXFORD IMMUNOTEC							
	I-486394	OXFORD IMMUNOTEC	R	11/15/2016		52.75CR	080306	52.75
0197	PACKER CITY INTERNATIONAL INC							
	I-R101015273:01	PACKER CITY INTERNATIONAL INC	R	11/15/2016		111.98CR	080307	
	I-R101015358:01	PACKER CITY INTERNATIONAL INC	R	11/15/2016		91.19CR	080307	203.17
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-68222	PM SUPPLY - WRIGHT INDUSTRIAL	R	11/15/2016		96.98CR	080308	96.98

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0208	POMP'S TIRE SERVICE INC							
	I-1010043334	POMP'S TIRE SERVICE INC	R	11/15/2016		604.44CR	080309	
	I-1010043535	POMP'S TIRE SERVICE INC	R	11/15/2016		200.77CR	080309	805.21
1701	PRAXAIR DISTRIBUTION INC							
	I-74809821	PRAXAIR DISTRIBUTION INC	R	11/15/2016		89.79CR	080310	89.79
1246	PREVEA HEALTH							
	I-105823	PREVEA HEALTH	R	11/15/2016		97.50CR	080311	97.50
0395	PRO ONE JANITORIAL INC							
	I-115971	PRO ONE JANITORIAL INC	R	11/15/2016		979.00CR	080312	979.00
5055	QUALITY TRUCK CARE CENTER INC							
	I-DP53188	QUALITY TRUCK CARE CENTER INC	R	11/15/2016		16.69CR	080313	
	I-DP53316	QUALITY TRUCK CARE CENTER INC	R	11/15/2016		123.87CR	080313	140.56
0227	REINDERS INC							
	I-1660644-00	REINDERS INC	R	11/15/2016		52.92CR	080314	52.92
7371	RJM CONSTRUCTION LLC							
	I-3982	RJM CONSTRUCTION LLC	R	11/15/2016		255.40CR	080315	255.40
0158	ROBERT E LEE & ASSOCIATES INC							
	I-71208	ROBERT E LEE & ASSOCIATES INC	R	11/15/2016		1,119.33CR	080316	1,119.33
4875	SANOFI PASTEUR							
	I-907291199	SANOFI PASTEUR	R	11/15/2016		831.88CR	080317	831.88
0406	SIMPLEXGRINNELL INC							
	I-78987614	SIMPLEXGRINNELL INC	R	11/15/2016		1,735.00CR	080318	1,735.00
0252	SOUTHSIDE TIRE CO INC							
	I-3056758	SOUTHSIDE TIRE CO INC	R	11/15/2016		325.00CR	080319	325.00
0719	SPRINGSTED INC							
	I-000296.129 (1)	SPRINGSTED INC	R	11/15/2016		33,998.98CR	080320	
	I-000296.130 (1)	SPRINGSTED INC	R	11/15/2016		8,967.43CR	080320	42,966.41
1119	THE SWAN CLUB							
	I-201611076550	THE SWAN CLUB	R	11/15/2016		480.00CR	080321	480.00

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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
0262	TEMPERATURE SYSTEMS INC							
	I-2554783-00	TEMPERATURE SYSTEMS INC	R	11/15/2016		287.93CR	080322	287.93
0268	TRUCK EQUIPMENT INC							
	I-710175-00	TRUCK EQUIPMENT INC	R	11/15/2016		644.00CR	080323	
	I-711472-00	TRUCK EQUIPMENT INC	R	11/15/2016		422.54CR	080323	1,066.54
0417	TWEET GAROT MECHANICAL INC							
	I-34429	TWEET GAROT MECHANICAL INC	R	11/15/2016		726.50CR	080324	
	I-39705	TWEET GAROT MECHANICAL INC	R	11/15/2016		504.00CR	080324	1,230.50
0272	UNIFORM SHOPPE INC							
	I-259831	UNIFORM SHOPPE INC	R	11/15/2016		42.95CR	080325	
	I-260069	UNIFORM SHOPPE INC	R	11/15/2016		89.90CR	080325	
	I-260182	UNIFORM SHOPPE INC	R	11/15/2016		136.90CR	080325	269.75
0277	VAN'S FIRE & SAFETY INC							
	I-4091160	VAN'S FIRE & SAFETY INC	R	11/15/2016		206.00CR	080326	
	I-4091263	VAN'S FIRE & SAFETY INC	R	11/15/2016		160.12CR	080326	366.12
7494	SANDRA L VERHAGEN							
	I-201611076551	SANDRA L VERHAGEN	R	11/15/2016		25.00CR	080327	25.00
3707	VIKING ELECTRIC SUPPLY							
	I-1916962	VIKING ELECTRIC SUPPLY	R	11/15/2016		270.66CR	080328	270.66
3724	VISU-SEWER CLEAN & SEAL INC							
	I-16-03 (2)	VISU-SEWER CLEAN & SEAL INC	R	11/15/2016		178,697.23CR	080329	178,697.23
6118	WI DEPT OF JUSTICE - TIME							
	I-T21754	WI DEPT OF JUSTICE - TIME	R	11/15/2016		703.50CR	080330	703.50
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201611076553	WI DEPT OF JUSTICE TIME MADI	R	11/15/2016		91.00CR	080331	91.00
6469	WI DOCUMENT IMAGING							
	I-72112	WI DOCUMENT IMAGING	R	11/15/2016		428.43CR	080332	428.43
7468	WI PARKOUR LLC							
	I-201611076554	WI PARKOUR LLC	R	11/15/2016		157.50CR	080333	157.50
0515	WI PUBLIC HEALTH ASSOC							
	I-300001314	WI PUBLIC HEALTH ASSOC	R	11/15/2016		200.00CR	080334	200.00

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PACKET: 05338 NOV 2016 COUNCIL - 2 11-15-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7475	WOOD SEWER & EXCAVATING INC							
	I-16-07 (2)	WOOD SEWER & EXCAVATING INC	R	11/15/2016		201,464.02CR	080335	201,464.02

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	86	0.00	502,620.28	502,620.28
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	86	0.00	502,620.28	502,620.28

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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PACKET: 05338 NOV 2016 COUNCIL - 2 11-15-16
 VENDOR SET: 01
 BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	11/2016	34,344.56CR
201	11/2016	938.57CR
260	11/2016	13,967.43CR
290	11/2016	2,754.33CR
405	11/2016	438,954.16CR
415	11/2016	386.80CR
601	11/2016	8,647.91CR
650	11/2016	2,626.52CR
=====		
ALL		502,620.28CR

Attachment: 11-15-16 VOUCHERS (5293 : Voucher Approval.)

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

MEETING DATE: November 15, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 11-15-2016 (PDF)

CITY OF DE PERE - November 15, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	CUNNINGHAM, BRIAN J.	626 N. MICHIGAN ST	DE PERE	WI	541115
2	JACKSON, GEORGE B.	324 ALLARD ST	DE PERE	WI	54115
3	PRANKE, CRYSTAL E.	2064 TERRY LN	DE PERE	WI	54115
4	SCHWARTZ, CHOYA R.	3146 SHAWANO AV	GREEN BAY	WI	54313
5	SMITH, NICOLAS R.	835 SMITS ST	DE PERE	WI	54115

New Operator License Applications for the 2016-2018 Licensing Period					
1	DE VALK, ANNETTE T.	6720 CTY RD S	SOBIESKI	WI	54171
2	KING, JO ANN M.	2015 HILLTOP DR	GREEN BAY	WI	54313
3	MULHERN, EMILEE M.	665A FOXVIEW ST	DE PERE	WI	54115
4	RUTHVEN, MELISSA M.	512 N. 10TH ST #42	DE PERE	WI	54115
5	SANDOVAL, JOSSUE E.	6693 STATE HWY 57	GREENLEAF	WI	54126

Attachment: 11-15-2016 (5307 : Operator License Applications.)