



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Revised Agenda

Tuesday, October 20, 2015

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 **October 20, 2015** 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 October 6, 2015 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for De Pere Mobil submitted by De Pere Service Inc., Agent: Keith Joseph Brunette, 808 Bayland Ct., Green Bay, WI 54304.
6. Recommendation from the Finance & Personnel Committee to accept donation of a Lucas Device to the Fire Department.
7. Recommendation from the Finance/Personnel Committee to approve: A. 2016 Health and Dental Insurance Renewal Rates B. 2016 Health and Dental Insurance Plan Design Changes
8. Recommendation from the Board of Park Commissioners to approve request from Dog Park Committee to fund improvements to Dog Park.
9. Recommendation from the Board of Public Works to Award Contract for Project 15-18 Railroad Spur Maintenance to Railworks Track Systems, Inc. in the Amount of \$29,950.00
10. Ordinance #15-27, Creating §106-4(c) De Pere Municipal Code Relating to Mobile Food Establishments (request of Alderperson Raasch).
11. Ordinance #15-28, Amending §10-5 De Pere Municipal Code Regarding Selection of City Officers.
12. Ordinance #15-29, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
13. Resolution #15-114, Authorizing Agreement with Schenck, S.C. (Sewer Utility Rate Study).
14. Resolution #15-115, Authorizing Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (West Business Park Design).

15. Resolution #15-116, Authorizing Agreement for Professional Services Between the City of De Pere and Elmstar Electric Corporation (Traffic Signal Inventory and Condition Assessment).
16. Resolution #15-117, Authorizing Agreement Between the City of De Pere and Saint Norbert College, Inc. Regarding Testing Collaboration.
17. Resolution #15-118, Authorizing Master Commercial Electrical Inspector Agreement with Robert B. Gerbers.
18. Resolution #15-119, Amending City Employee Policy Manual Regarding Compensation Policy.
19. Resolution #15-120, Authorizing Memorandum of Understanding Between Brown County, the City of De Pere and the Village of Ashwaubenon (Mobile Field Force Unit).
20. Resolution #15-121, Authorizing Agreement for Consulting Services Between the City of De Pere and Springsted, Inc. (Tax Increment Financing District #10 Amendment).
21. Voucher Approval.
22. Operator Licenses.
23. Future Agenda Items.
24. 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
Keith Brunette, De Pere Mobil

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: October 20, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the October 6, 2015 Common Council Meeting.

ATTACHMENTS:

- 10-06-2015 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, October 6, 2015

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on October 6, 2015 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the September 1, 2015 Special Common Council Meeting.

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

4. Approval of the Minutes of the September 15, 2015 Common Council Meeting.

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

5. A Public Hearing on a Conditional Use to allow residential use in the B-1 Central Business District (Parcel ED-844; 102 N. Broadway Street).

A. Notice of Public Hearing.

Clerk Treasurer Shana Defnet announced that the public hearing was published in the Green Bay Press Gazette on September 29, 2015.

B. Recommendation from the Plan Commission.

City Planner II Sarah Wallace stated that the Plan Commission recommended to allow the conditional use of the development and that the site plan was approved at the same meeting.

C. Resolution #15-107, Authorizing and Approving a Conditional Use Permit (Parcel ED-844).

Attachment: 10-06-2015 Common Council Minutes (4045 : Approval of the Minutes of the October 6, 2015 Common Council Meeting.)

The Mayor declared the public hearing open; no one wished to speak and he declared the hearing closed and entertained a motion.

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

6. Introduction of Kimberly Flom, Director of Economic Development & Planning.

Director of Economic Development and Planning Kimberly Flom came forward and introduced herself to the Council. Mayor Walsh welcomed Kimberly to the City.

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

Michael Van Rooy came forward and told the Council about his experience with the Public Works policy of \$50 reimbursement for a damaged mailbox; he believes the reimbursement should be more than \$50.

8. Recommendation from the License Committee on an Application for a 6 Month Class "B" Beer License for De Pere Deacons Hockey Team submitted by De Pere Deacons Hockey Team, Inc., Agent: David E. Lepp, 1403 Quinnette Ln., De Pere, WI 54115.

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

9. Recommendation from the Plan Commission to approve the CSM for City Property Located at 102 N. Broadway St. (ED-844). Surveyor: REL.

Alderperson Donovan asked if the City has made provisions to move the name of Creviere Commons; Mayor Walsh explained that the intent is to move the name to the park area across the street when it is developed.

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

10. Recommendation from the Plan Commission to approve the 3 Lot CSM for City Property located on American Blvd south of Southbridge Rd. (Parcels WD-L179 and WD-L179-2). Surveyor: REL.

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

11. Recommendation from the Plan Commission to approve the Precise Implementation Plan for Rennes Rehab Center (200 S. Ninth Street) for a 20,000 sq ft addition, parcel WD-D0201 and WD-D0204-2. Applicant: Plunkett Raysich Architects, LLP.

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

12. Resolution #15-108, Authorizing Agreement Regarding an Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere.

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

13. Resolution #15-109, Disallowance of Claim (Iris Seroogy).

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

14. Resolution #15-110, Disallowance of Claim (Society Insurance).

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

15. Resolution #15-111, Authorizing Submission of Natural Resource Damage Assessment (NRDA) Grant Applications.

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

16. Resolution #15-112, Authorizing Payment to Property Owners by Wisconsin Department of Transportation on Behalf of the City of De Pere for Temporary Limited Easements in Conjunction with the Reconstruction of 8th Street (Project 4085-42-21).

City Public Works Director Scott Thoresen explained that the City is reimbursed by the State for any payments made.

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

17. Resolution #15-113, Authorizing Office Project Development Agreement (Festival Foods Headquarters).

Alderperson Kneiszel welcomed Festival Foods to De Pere but stated that he didn't support the incentives and will not vote in favor of approval.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Lueck, Raasch
NAYS:	Jim Kneiszel
EXCUSED:	Lisa Rafferty

18. Appointment and re-appointment to various boards and commissions by Mayor Walsh.

Mayor Walsh read the following appointments:

Board of Appeals: Paul De Leeuw/Appointment

Board of Park Commissioners: Randy Soquet/Appointment

Designated Offender Advisory Board: Jim Kneiszel/Appointment

Designated Offender Appeal Board: Jim Kneiszel/Appointment

Designated Offender Appeal Board: Rose Smits/Re-Appointment

Redevelopment Authority: Jerry Henrigillis/Re-Appointment

Redevelopment Authority: Ted Penn/Re-Appointment

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

19. Voucher Approval.

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

20. Operator License Applications.

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	SCHNESE, RYAN S.	2744 VAN BEEK RD.	GREEN BAY	WI	54311
New Operator License Applications for the 2014-2016 Licensing Period					
1	CARPENTER, DANIEL J.	1180 TRAILWOOD DR.	DE PERE	WI	54115
2	HUDSON, DAVID J.	819 S. ROOSEVELT ST.	GREEN BAY	WI	54301
3	KNECHT, MAGGIE G.	100 GRANT ST., SUITE 1111	DE PERE	WI	54115
4	MAUS, LAURA A.	432 LANDE ST.	DE PERE	WI	54115
5	OSWALD, STEVEN J.	E2542 SANDY BAY RD.	KEWAUNEE	WI	54216
7	SILHA, JAMES M.	1615 QUINETTE LN.	DE PERE	WI	54115
8	STURM, JASON F.	301 MATHER ST.	GREEN BAY	WI	54303
9	THOMAS, JARED M.	1435 PILGRIM ST.	GREEN BAY	WI	54303
10	WHITE, JENNA L.	993 PENNINGS	DE PERE	WI	54115
11	WILHITE, ERIC R.	126 ACREVIEW DR.	DE PERE	WI	54115

Aldersperson Bauer moved, seconded by Aldersperson Raasch to table Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.

Aldersperson Bauer moved, seconded by Aldersperson Boyd to table Operator License Applications #4 and 11 and to approve Operator License Applications #1-3, 5, and 7-10. Upon vote, motion carried unanimously.

21. Future Agenda Items.

Aldersperson Crevier asked if there were any other issues coming up for the 102 N. Broadway project. City Administrator Larry Delo stated that he doesn't anticipate any major outstanding issues.

Aldersperson Bauer asked if the mailbox issue would be referred to the Board of Public Works; Mayor Walsh explained that a review of the policy is on the agenda for the November meeting.

22. Adjournment.

Aldersperson Crevier moved, seconded by Aldersperson Kneiszel to adjourn the meeting at 7:55 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: October 20, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on an Application for a "Class A" Liquor (cider only) License for De Pere Mobil submitted by De Pere Service Inc., Agent: Keith Joseph Brunette, 808 Bayland Ct., Green Bay, WI 54304.

ATTACHMENTS:

- Cider Only De Pere Mobil.pdf (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 07/01/2015 20 _____;
ending 06/30/2016 20 _____;TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of }
County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- De Pere Service Center 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>Keith Joseph Brunette</u>	<u>808 Bayland Ct</u>	<u>Green Bay WI 54304</u>
Vice President/Member		<u>Kevin Dale Brunette</u>	<u>1809 Quinby Park Rd</u>	<u>De Pere WI 54115</u>
Secretary/Member				
Treasurer/Member		<u>Keith Joseph Brunette</u>	<u>808 Bayland Ct</u>	<u>Green Bay WI 54304</u>
Agent				
Directors/Managers				

3. Trade Name
- De Pere Mobil
- Business Phone Number
- 920-336-3361
-
4. Address of Premises
- 746 Main Ave
- Post Office & Zip Code
- De Pere, WI 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 03/1988 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.)
- convenience

10. Legal description (omit if street address is given above):
-
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?
- ☒
- Yes
- ☐
- No
-
- (b) If yes, under what name was license issued?

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]
- ☒
- Yes
- ☐
- No
-
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]
- ☒
- Yes
- ☐
- No
-
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?
- ☒
- Yes
- ☐
- No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 2nd day of October, 20 15Julie A. Terry
(Clerk/Notary Public)My commission expires 7-31-16

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

Kevin Brunette
(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	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: October 20, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Recommendation from the Finance & Personnel Committee to accept donation of a Lucas Device to the Fire Department.

ATTACHMENTS:

- LUCAS DEVICE DONATION (PDF)

Memo



To: Honorable Mayor Walsh
Members of the Finance and Personnel Committee

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

Office of the Fire Chief

Date: September 9, 2015

Re: Consider Donation of a Lucas Device

The Bay Care Clinic Foundation located at 164 N. Broadway in Green Bay, Wisconsin has offered the Fire Department a cash donation of \$14,562 (donation offer letter is attached to this staff report) for the exclusive purchase of a Lucas Device for the De Pere Fire Rescue Department. This generous offer by the Bay Care Clinic Foundation will cover the entire cost of the Lucas Device. No expenditures are requested or needed on behalf of the City of De Pere.

The Lucas Device is an automatic cardio resuscitation device that replaced manual chest compressions delivered by a pre-hospital care provider. This device, if approved for acceptance, will be of great assistance to our emergency medical staff by preventing injury and fatigue. Much more importantly, the Lucas Device is the best and most consistent field applied resuscitation device for the patients that are in cardiac arrest. Manual CPR compressions are believed to be about 30% efficient under ideal circumstances (if performed correctly by trained emergency medical services providers) in delivering life sustaining blood flow to the brain. The Lucas Device dramatically improves the delivery of blood to the brain and other vital life sustaining organs with each mechanical chest compression. This addition will greatly improve De Pere Fire Rescue Department's ability to deliver the most urgent advance life support cardiac care to our citizens and visitors in need. If this donation is recommended by the Finance/Personnel Committee and approved by the Common Council, the Department will expeditiously make this purchase. In fact, there is only one sole source supplier of this device for all of Northeast Wisconsin. A sole source certification letter is attached to this staff report from the product vendor.

Finally, the Fire Department is already trained and is currently using a Lucas Resuscitation Device at the East Side Fire Station on Ambulance 111. So, no additional training or operational protocols will be necessary, once the device is placed aboard our Ambulance. This device will be assigned to Ambulance 121 on Grant Street.

Thank you for your consideration. I respectfully request your support to move this item forward to the City Council for final action and acceptance. If you have any questions, please do not hesitate to ask.

Attachment: LUCAS DEVICE DONATION (4061 : Rec from F/P to accept donation of a Lucas Device to the Fire Department.)



August 28, 2015

De Pere Fire Rescue
LT Brian Thomson
400 Lewis Street
De Pere, WI 54115

Dear Sir or Madam:

Please accept this donation of \$14,562.00 for the purchase of a Lucas device from the BayCare Clinic Foundation, the philanthropic arm of BayCare Clinic, LLP. This donation is made on behalf of Chris Augustian, Dr. Jeffrey Blink, Dr. Joe Hodgson, Dr. Ryan Murphy, Dr. Christopher Sorrells, Dr. Steven Stroman, Dr. Cory Vogel, Dr. Lynn Wagner, Dr. and Mrs. Gregory Welsh, Dr. Scott Westlow, Dr. Scott Westenberg, and BayCare Clinic Physicians.

The BayCare Clinic Foundation's mission is to promote the health and well-being of Northeast Wisconsin residents. Annually, the Foundation contributes over \$250,000 to community organizations.

We are grateful to partner with likeminded organizations. Our Foundation resonates with your mission to better our community and we are pleased to contribute to your efforts.

If you have any questions, please do not hesitate to call the number listed below.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Wegner'.

Brianna Wegner
Junior Accountant
BayCare Clinic Foundation
(920) 405-5390 x1251
bwegner@baycare.net



Physio-Control, Inc.
11811 Willows Road NE, P.O. Box 97006, Redmond, WA 98052
Tel 425.857.4000 Toll-free 800.442.1142

www.physio-control.com

September 7, 2015

LT. Brian Thompson
City of De Pere Fire Rescue
400 Lewis Street
De Pere WI 54115

Brian,

In response to your recent request, I am writing to verify that Physio-Control, Inc. is the only source from which to obtain the LUCAS™ Chest Compression System. LUCAS is designed and manufactured by JOLIFE AB in Sweden and distributed exclusively worldwide by Physio-Control.

Sincerely,

A handwritten signature in black ink, appearing to read "Gorman Wong", is written over a light blue horizontal line.

Gorman Wong
Customer Services Director

Attachment: LUCAS DEVICE DONATION (4061 : Rec from F/P to accept donation of a Lucas Device to the Fire Department.)

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

MEETING DATE: October 20, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from the Finance/Personnel Committee to approve: A. 2016 Health and Dental Insurance Renewal Rates B. 2016 Health and Dental Insurance Plan Design Changes

This item was approved as recommended at the Finance/Personnel Committee meeting.

ATTACHMENTS:

- 2016 council recommendation (3) (DOCX)
- Cyber Fraud - Travelers Employee Benefit (PDF)

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Consideration of 2016 Health and Dental Renewal and Plan Design Changes
 Date: October 13, 2015

Employee Benefits

As we approach the New Year, it is time to set our funding levels and premiums for our health/dental insurance plans for 2016.

As we approach 2016 we are facing increased utilization in our health plan with 9 high cost claimants reaching 50% or better of our \$90,000 specific stop loss deductible, along with medical and pharmacy trend (inflation) that is calling for a 12% rate increase. Our plan costs are at \$20,186 per employee per year as compared to public sector benchmark of \$16,733. We have reviewed the plan design with M3, our insurance broker, and are recommending some plan design changes that will help us to continue to manage our plan while keeping the plan compliant with health care reform, minimize the renewal increase, and control costs as we prepare for 2018 and impending Cadillac tax issues.

Medical Plan Design Changes

- Deductibles;
 - The 2016 recommendation is to increase the Single Plan Deductible by \$500, and the Family Plan Deductible by \$1,000.
 - 2016 Deductible; \$2,000 Single/ \$4,000 Family in-network
 - The increased deductibles allow for the initial forecasted increase of 12% to be reduced to a forecasted increase of 7.0%.
- Prescription drug;
 - Change to Rx4 Program
 - Prescriptions will now be placed into four levels of copayments based on medication cost rather than brand/generic status. A separate copayment level is provided for specialty medications.
 - Prior Authorization on drugs that have a potential for off-label or experimental uses
 - Quantity Limits helps ensure right dose for the right period of time (prevent fraud/waste/abuse)
- Removal of Carry-over-credit;
 - This is an outdated benefit that allows members who incur claim expense during October, November and December to apply that to the new year deductible. We are recommending this carry-over-credit be eliminated from plan year 2016 to plan year 2017.

Medical Renewal Rates

The overall recommended increase to our medical funding is approximately 7.0%. Using this increase, the new monthly rates will be as follows:

	Current	2016 Renewal
Single	\$723.15	\$773.74
EE+1	\$1,345.87	\$1,440.08
Family	\$2,207.44	\$2,361.96
Retiree Single under 65	\$954.52	\$1,021.34
Retiree EE+1 under 65	\$1,776.55	\$1,900.91
Retiree Family under 65	\$2,913.82	\$3,117.79
Medicare Single over 65	\$650.81	\$696.37
Medicare Two over 65	\$1,301.61	\$1,392.74
Medicare one over one under 65	\$1,605.33	\$1,717.71

Dental Insurance

- The recommendation is to add Dental Associates as a second option for the employees to choose from in 2016. Dental Associates is a DMO (Dental Maintenance Organization) and has two locations in Green Bay and multiple locations in the Fox Valley. This is a fully insured option with 24 members currently utilizing services through this organization. This option is at a lesser cost and an increase in coverage. Members who choose this plan can only use Dental Associate providers for coverage.
- We are recommending with the addition of this plan option, that dental have an “open enrollment” in 2016, then every 5 years following. Covered members would have the option of moving from one dental plan to the other each year during plan enrollment. For those members that do not join the plan during open enrollment or when first eligible, would need a qualifying event to join thereafter.
- Removal of Carry-over-credit
 - Similar to the Medical coverage, this is an outdated benefit offering and recommended to be eliminated from plan year 2016 to plan year 2017

Dental Renewal Rates

Our dental plan has also experienced increase utilization over the past year. Our consultant, M3, recommends we increase our dental rates by 9.0% beginning January 1, 2016. You may recall in November of 2013 it was recommended and approved that we increase the City’s portion of the family premium in increments over a 3 year period to get them in alignment with an 85/15 contribution strategy to match that of the single covered employee. Those increases were provided to our public safety unions without negotiating that for the years 2014 and 2015. The labor contracts were already settled when this change was approved so we didn’t require that this additional benefit be negotiated at the time. The final increase in the City’s family premium in 2016 will be provided to all employees with the exception of the public safety unions. We are currently bargaining with the public safety unions and feel the final increase in family premium should be bargained. The City pays 67% of the premium for a family plan and will increase to 85% in 2016. The employee will then pay 15% of the premium in 2016. Using this increase, the new monthly rates will be as follows:

Current	2016 Renewal	Dental Associates
Single - \$ 37.85	Single - \$ 41.26	Single - \$33.92
Family - \$115.08	Family - \$125.44	Family - \$96.81

New Benefit Offering

Identity Fraud is the fastest growing white-collar crime in America impacting one in every 20 consumers. M3 has identified Travelers as a carrier to us to cover employees for a cost of \$5.00 per employee per year. Travelers Identity Fraud expense reimbursement coverage pays for expenses associated with resolving an identity fraud event and provides tools and information to reduce their risk. This would hopefully offset the amount of time an employee may need to take off from work to correct the fraud. This is a very low cost benefit (less than \$800 per year for all employees) intended to counterbalance some of the plan design changes we are forced to make. If approved, we would recommend that this benefit be negotiated as part of collective bargaining with our public safety unions. See attachment for more information

Member Communication

Employee meetings are scheduled for November 9 and 10, 2015. We will also be providing written communication and working with M3 to create “brain shark” – voice animated power point as well. Several meeting times are scheduled with an evening meeting to allow for spouses to attend.

Please contact me at 339-4045 if you have questions prior to the meeting.



Identity Fraud Expense Reimbursement

COVERAGE HIGHLIGHTS

Identity fraud is the fastest-growing white-collar crime in America, impacting one in every 20 consumers.*

Why you need protection

Becoming a victim of identity fraud is a frightening, frustrating experience. It can happen to anyone at any time in a variety of ways, ranging from a stolen wallet or home burglary to online theft of your personal information.

Recovering from identity fraud means more than just canceling credit cards. Not only can it be a complicated and stressful experience, but it can cost your employee or member of your organization hours of time and out-of-pocket expenses to re-establish their credit and clear their name. The hard reality is that victims must painstakingly prove, often to disbelieving creditors, that the debts are not their own. Purchasing identity fraud expense reimbursement coverage for your employees or members can be an affordable and compelling addition to your benefits suite.

Coverage highlights

Travelers Identity Fraud Expense Reimbursement coverage pays for expenses associated with resolving an identity fraud event and perhaps most importantly, gives people tools and information to reduce their risk of future additional fraud.

Each year, the number of identity fraud cases rises; most recently 12.6 million adults in the United States were victims. On average, it takes an individual more than 37 hours and \$535 in out-of-pocket expenses* to clean up the mess caused by an identity thief.

In addition to expense reimbursement, Travelers also offers Identity Fraud Resolution Service through Identity Theft 911, which includes:

- Exclusive online education resources providing tips and information to help avoid becoming a victim
- 24/7 personal access to an expert fraud specialist
- Document replacement help (i.e., Social Security card, birth certificate, passport, etc.)

In the event of an actual identity fraud, services include:

- Step-by-step guidance through the resolution process, including unlimited assistance to restore a victim's identity
- 3-in-1 credit reporting
- One year of free credit, cyber and fraud monitoring

*Javelin Strategy & Research, February 2013 Report

Claim scenarios

Bogus charge accounts while on business travel

An executive was on business in Brazil when his identity was stolen and significant charges were made to his corporate card. In order to file an affidavit of loss with the local Brazilian authorities, he was required to provide a sworn statement in person. Total expenses for time off work, travel expenses, phone charges and the cost to replace the executive's passport were \$4,500.

Medical identity fraud

A woman from Illinois discovered a number of questionable billings on her medical insurance annual summary of benefits. Someone had stolen her and her children's identities to secure medical services in their names.

After struggling with the health care institution to release the personal medical information, she hired an attorney to help. The attorney was able to contest the services and clean up her medical history. It took more than six months to resolve the identity fraud and cost nearly \$6,000 in attorney's fees, lost wages and fees for copies of X-rays and other medical records.

Why Travelers?

- We've provided effective insurance solutions for more than 150 years and address the needs of a wide range of industries.
- We consistently receive high marks from independent ratings agencies for our financial strength and claims-paying ability.
- With offices nationwide, we possess national strength and local presence.
- Our dedicated underwriters, and claim professionals offer extensive industry and product knowledge.

Travelers knows ID Fraud.

To learn more, talk to your independent agent or visit travelersbond.com.



Available through the Travelers *Wrap+®*, *SelectOne+®* and *Executive Choice+®* suite of products.

travelersbond.com

Travelers Casualty and Surety Company of America and its property casualty affiliates. One Tower Square, Hartford, CT 06183

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City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: Parks, Recreation & Forestry

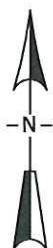
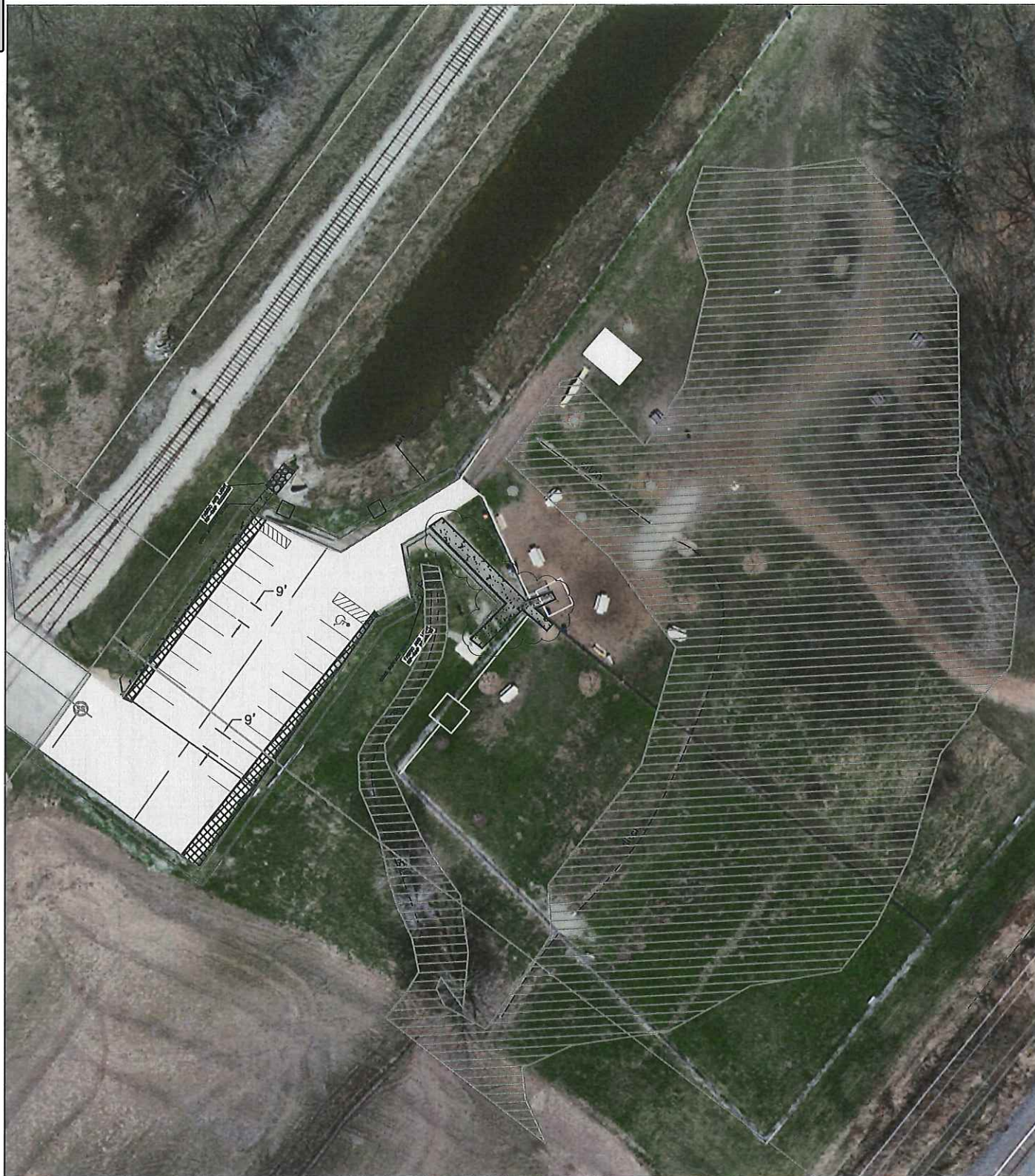
FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to approve request from Dog Park Committee to fund improvements to Dog Park.

The Dog Park Committee is requesting to use funds they assisted in raising for the purpose of constructing an open shelter inside the Dog Park. I have included a summary that assists in describing the entire project and variables.

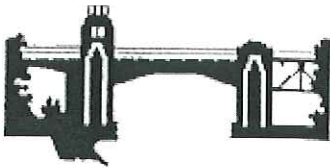
ATTACHMENTS:

- 20151006125959896 (PDF)
- Dog Park Memo (PDF)



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

FIGURE	EXHIBIT 1
TITLE	
PROJECT: DOG PARK PLANNING	
DATE:	9/2015
BY:	SRL
CHECKED:	



Memorandum

To: Board of Park Commissioners

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

Re: Request to use Dog Park Funds

Date: October 15, 2015

The Dog Park Committee is requesting to use funds from the Dog Park Fund, to install/construct an open shelter at the Dog Park. Currently, the Dog Park Fund has a balance of \$14,000 - \$17,000 (we are currently verifying). The balance of the funds would come from the Dog Park Committee and their external fundraising efforts. I have included a summary including project budget and specifics.

Project Budget:

Shelter Cost	\$ 9,000
Shelter Concrete slab	\$ 3,000
Accessible Path	\$ 4,125
Contingency (10%)	<u>\$ 1,612</u>
Total	\$17,737
Alternate expense (paved access path)	<u>\$ 1,000</u>
Total with Alternate	\$18,737

Shelter Specifics:

Shelter - The shelter shall be 10'x16' in size and shall be an "all steel" shelter. Staff has recommended this type of shelter for maintenance and longevity purposes. Simply stated, we will not have to do much with this shelter once its constructed for many years. I have included a sample picture below of the type of shelter being considered.



12x16 pictured



15x15 pictured

Concrete Slab – The slab must be 4” in depth, with 6” footings by the posts to support the structure. In addition, the slab is recommended to be 2’ outside the span of the roof to accommodate the drip line of the shelter.

Shelter location – The location of the shelter is strategically placed to not impact any wetlands. If you were to review the included map, you will see the shelter is out of any designated wetland.

Accessible Path – Staff recommends pouring a concrete sidewalk to the shelter in an effort to minimize erosion and staff maintenance. An alternate option is to extend the access road into the dog park all the way to the shelter, then have a sidewalk connect to the access path. This would cost about an additional \$1,000. Either option does not cross or impact any wetlands.

Wetland concerns:

The City went through a lengthy process to rectify wetland concerns at the Dog Park Site. We received a permit allowing the removal of some wetlands, of which most of these wetlands were located where the current parking lot sits. During the process we were informed from the WDNR it is likely no further wetland removal will be allowed. This will limit our design options, however we are able to locate a shelter and provide access to the shelter without impacting or crossing wetlands.

Timeline:

Park Board Review and approval – October

City Council Review and approval – November 3

Installation of concrete – November

Shelter acquisition – November/December

Shelter construction – December – February (as weather permits)

Staff Recommendation:

Approve funding from Dog Park Fund to construct open shelter as described and approve donation from Dog Park Committee to cover the balance of the project.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award Contract for Project 15-18 Railroad Spur Maintenance to Railworks Track Systems, Inc. in the Amount of \$29,950.00

The Board of Public Works recommendation is to award the bid to Railworks Track Systems, Inc. in the amount of \$29,950.

The Engineering Department received bids for Project 15-18 Railroad Spur Maintenance on October 6th. This work is for maintenance of the spur line tracks in the City's west business park. The bids received were as follows:

Bidder	Amount
Railworks Track Systems, Inc.	\$29,950
Holubar Construction Company, Inc.	\$55,225

The estimate for the project is \$47,500. Funding will be from TID #6.

ATTACHMENTS:

- 15-18 Bid Tab(PDF)

**PROJECT 15-18 RAILROAD SPUR MAINTENANCE
PROPOSALS**



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2	
				Railworks Track Systems, Inc.		Holubar Construction Company, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
RC-01	Mobilization to install point protectors	EACH	1	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00
RC-02	Paint Derail School Bus Yellow include switch stand lever	EACH	2	\$ 25.00	\$ 50.00	\$ 200.00	\$ 400.00
RC-03	Provide Point Protector	EACH	10	\$ 2,000.00	\$ 20,000.00	\$ 3,250.00	\$ 32,500.00
RC-04	Label Switch Number	EACH	5	\$ 25.00	\$ 125.00	\$ 25.00	\$ 125.00
RC-05	Provide and Install Switch Broom	EACH	10	\$ 50.00	\$ 500.00	\$ 175.00	\$ 1,750.00
RC-06	Clean, Adjust, and Graphite Switch	EACH	7	\$ 275.00	\$ 1,925.00	\$ 350.00	\$ 2,450.00
RC-07	Replace 40 ties, raise, tamp, and re-align approximately 300 feet of track between switches 858 and E151	LS	1	\$ 6,250.00	\$ 6,250.00	\$ 11,000.00	\$ 11,000.00
RC-08	Mobilization to align track	EACH	1	\$ 700.00	\$ 700.00	\$ 6,000.00	\$ 6,000.00
	Total Amount Bid				\$ 29,950.00		\$ 55,225.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #15-27, Creating §106-4(c) De Pere Municipal Code Relating to Mobile Food Establishments (request of Alderperson Raasch).

ATTACHMENTS:

- Ord15-27 (DOCX)
- Exhibit A - Food Truck Ordinance (PDF)
- Food Truck Memo - Council (DOCX)
- Food Truck Memo (PDF)

ORDINANCE #15-27

CREATING §106-4(c) DE PERE MUNICIPAL CODE
RELATING TO MOBILE FOOD ESTABLISHMENTS

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

SECTION 1: §106-4(c) De Pere Municipal Code, is hereby created as follows:

(1) DEFINITIONS

- (a) “Mobile Food Establishment” means a restaurant or retail food establishment where food is served or sold from a movable vehicle, trailer or cart which periodically or continuously changes location and requires a service base to accommodate the unit for servicing, cleaning, inspection and maintenance or except as specified in the Wisconsin Food Code.
- (b) “Mobile” shall mean the state of being in active, but not necessarily continuous movement.
- (c) “Mobile Food Vendor” means the registered owner of a mobile food establishment or the owner’s agent or employee, or any business which sells edible goods from a mobile food establishment within the City of De Pere.
- (d) “Edible Goods” shall include but are not limited to:
 - 1. Prepackaged and Prepared food including, but not limited to ice cream, hot dogs, deserts, and pizza.
 - 2. On-site prepared food including, but not limited to shaved ice, sandwiches, and tacos.
- (e) “Ice Cream Truck or Van” means a commercial vehicle that services as a mobile retail outlet for ice cream, popsicles, frozen yogurt and/or other similar frozen treats usually during the summer months, where the vehicle remains stationary only as long as necessary to complete a sales transaction and in no case longer than ten (10) minutes provided that the vehicle does not obstruct a normal traffic lane and is not operated in a manner which obstructs the normal flow of traffic.
- (f) “Sell” shall mean the act of exchanging a good for profit or in return for a donation.
- (g) “Service Base” means an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for

consumption at another establishment or place, and where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

- (h) "Vehicle" shall mean any motor vehicle as defined by Wis. Stats. §340.01(35) or trailer as defined by Wis. Stats. §340.01(71). Vehicle shall also include any bicycle or other self-propelled device.
- (i) "Vend" shall mean to sell or to transfer the ownership of an article to another for a price in money.

(2) LICENSE REQUIRED

- (a) No mobile food vendor and/or mobile food establishment shall vend, sell or dispose of or offer to vend, sell or dispose of goods, wares or merchandise, produce or any other thing at any place whatsoever in the City of De Pere, without having obtained an approved license from the City Clerk-Treasurer.
- (b) All mobile food establishments used for vending food shall be licensed for such use by the City of De Pere Health Department and all other applicable health agencies in Brown County (hereinafter referred to as City Health Department). Mobile food establishments shall acquire the appropriate licenses and permits for any additional food items not required under this subchapter if deemed necessary by the City Health Department.
- (c) LICENSE. Every mobile food vendor shall have a license issued by the City Clerk-Treasurer to conduct business in the City of De Pere. Each mobile food establishment shall be licensed separately. A mobile food establishment license shall expire on June 30 each year.
- (d) LICENSE FEE. The license to operate a mobile food establishment shall be \$500. If an applicant requests a license under this subchapter from an existing City of De Pere based business that sells food based products, the license fee shall be \$300.
- (e) LICENSE RENEWAL. Upon renewal of license, each applicant must provide a new application, a renewal fee of \$500, and any new permitting documentation upon the license renewal. License renewal from an existing City of De Pere based businesses shall be \$300. If the applicant fails to submit the application and renewal fee within thirty (30) calendar days after the expiration of the license, the applicant shall reapply as a new applicant.
- (f) TRANSFER OF LICENSE. A license issued under this subchapter shall be not transferable from person to person. A license is valid for one vehicle only and shall not be transferrable between vehicles.

- (g) **SURRENDER OF LICENSE; ALTERATION OF LICENSE; FAILURE TO DISPLAY LICENSE.** On the expiration of a license issued under this subchapter, the license holder shall surrender the license to the City Clerk-Treasurer. No person shall alter or change in any manner any license issued under the provisions of this subchapter, and such alteration or the failure of the holder of the license to display the license in a conspicuous place on the mobile unit or his or her person or to exhibit the license upon demand of any officer or customer or prospective vendee shall be cause for revocation of such license.

(3) **LICENSE APPLICATION PROCESS.**

- (a) **APPLICATION.** Any person desiring to operate a mobile food establishment shall apply for a license on a form provided by the City Clerk-Treasurer and pay the proper license fee for each mobile food establishment managed by the person. The application shall be forward the to the police department for review. If the police department approves the application and all other requirements of §106-2 are met, the Clerk-Treasurer shall issue the license to the applicant.

- (b) **APPLICATION DENIAL.** An applicant of a mobile food establishment may be denied where:

1. The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.
2. The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the particular job or licensed activity.
3. The applicant made a false statement on the application.
4. The applicant is under eighteen (18) years old.
5. Any other reason provided under §106-2 of this Chapter.

- (c) **APPEAL.** If the license is denied, the applicant may appeal as provided in §106-2(g).

- (4) **LICENSE SUSPENSION OR REVOCATION.** A license issued under this paragraph may be suspended or revoked as provided in §106-2(l).

(5) **INSURANCE**

- (a) **LIABILITY INSURANCE.** The license holder under this subchapter shall have in force liability insurance for each mobile food establishment.

- (b) **PROOF OF INSURANCE.** As evidence of liability insurance, the licensee shall furnish a Certificate of Insurance, on a form acceptable to the City, evidencing the existence of adequate liability insurance naming the City of De Pere, its employees and agents as additionally insured in an amount not less than one million dollars (\$1,000,000.00). Whenever such policy is cancelled, not renewed, or materially changed, the insurer and the licensee shall notify the City of De Pere by 1st class mail.

(6) SANITATION REQUIREMENTS

- (a) Mobile food establishments shall comply with all regulations of the Wisconsin Food Code and the City Health Department including, but not limited to the time, temperature, plumbing, operation and maintenance for mobile food establishments.
- (b) Mobile food establishments shall comply with all regulations of the Wisconsin Food Code and City Health Department regarding preparation facilities, serving areas and operation areas.
- (c) The licensees of the mobile food establishment or employee(s) thereof shall abide by the request of the City Health Department for annual inspections of the establishment at a location designated by the health department.
- (d) Authorities of the City Health Department may require that mobile food establishments found to violate sanitation and health requirements to have follow-up inspections to verify compliance.
- (e) Service Base Required.
 - 1. All mobile food establishments shall have a mobile service base to store and prepare food and all supplies. No food items are allowed to be stored or prepared in a private residence or garage unless approved by the City Health Department.
 - 2. Any food item desired to be cooked or prepared on the mobile food establishment shall first be inspected by the City Health Department.
 - 3. All mobile food units shall be cleaned and serviced as often as necessary from the service base.
 - 4. The service base shall be inspected and approved by the City Health Department prior to operating the mobile food establishment.
 - 5. All mobile food establishments shall return to its service base at least once every twenty-four (24) hours for service and maintenance.

(7) CONDUCT OF BUSINESS

(a) REGULATIONS GENERALLY

The following regulations shall apply to mobile food establishments during the regular order of business:

- 1. A licensee shall not falsely or fraudulently misrepresent the quantity, character or quality of any article offered for sale or offer for sale any unwholesome or tainted

edible goods, nor intentionally misrepresent to any prospective customer the purpose of his or her solicitation, the name of the business of his or her principal, if any, the source of supply of the goods, ware or merchandise which he or she sells or offers for sale or the disposition of the proceeds of his or her sales.

2. A licensee shall not use the license provided by the City after expiration or revocation of the license.
3. A licensee shall keep the premises in a clean and sanitary condition and the edible goods offered for sale well covered and protected from dirt, dust and insects. All food vendors shall comply with requirements of state and local authorities.
4. A licensee may vend, sell or dispose of, or offer to sell, vend, or dispose of goods, wares, or merchandise in the City of De Pere between the hours of 6:00 a.m. and 9:00 p.m. All sales within the portion of the Main Street District of De Pere, as defined and displayed in Exhibit A under this subchapter, shall be allowed between the hours of 6:00 a.m. and 3:00 a.m.
5. No mobile food establishment shall conduct business at a stationary location for a duration exceeding four (4) hours per location per day.
6. All persons conducting business on a sidewalk or terrace must maintain within twenty-five (25) feet of their sales location, a clean, sanitary and hazard-free condition, and shall not discharge any material onto the street, sidewalk, gutters or storm drain. Each person conducting business on a sidewalk or terrace under the provisions of this chapter shall carry a minimum thirty (30) gallon container for placement of such litter by customers or other persons.
7. A vehicle or other on-street unit which is operated for the purpose of selling food from the unit shall be operated only by a person who has obtained a license or by the employee of the person who obtained a license under this subchapter.
8. No person may sell or vend any item upon any premise(s) if there is placed signage prohibiting the activity.
9. All business activity relating to the mobile food establishments in the public right-of-way shall be conducted from the curbside of the vehicle at all times. No sales shall be made from a vehicle except from the curbside of said vehicle, unless otherwise authorized by the owner of private property.
10. No food service shall be prepared, sold, or displayed outside of the mobile food establishment.
11. No person shall provide or allow any dining area to the mobile food establishment, including but not limited to tables and chairs, booths, stools, benches or stand up counters.

12. Signage may only be permitted when placed on the mobile food establishment. No separate free-standing signs are permitted.
13. Any special or civic event organizer desiring to hold five (5) or more mobile food establishments on the property where the event will be held shall notify the City Health Department at least seven (7) business days prior to the event.

(b) VEHICLE REGULATIONS

1. Any vehicle or other on-street units used for vending food in any public street must be designed and constructed specifically for the purpose of vending the product or products to be vended.
2. Amplified music or other sounds from any vehicle or unit used for the purpose of vending products in the public streets shall comply with Chapter 146 of this Code.
3. All mobile food establishments shall be entirely self-contained in regards to gas, water, electricity, and equipment(s) required for operation of the unit.
4. All mobile food vehicles must have valid license plates and registration as provided by Chapter 341 of the Wisconsin Statutes.
5. No vehicle or unit may violate any traffic or parking statute or ordinance when stopping to make sales.
6. No flashing or blinking lights, or strobe lights are allowed on a mobile food establishment or related signage when the establishment is parked and engaged in serving customers. All lighting is subject to review by the City Engineer and shall be removed if deemed to be in conflict with safe travel.
7. All mobile food establishments shall comply with all Federal, State, and local regulations regarding vehicle size requirements.

(c) ZONING RESTRICTIONS.

1. The vendor of the mobile food establishment shall not operate in a congested area where such operation impedes or inconveniences public use. No vendor shall engage in the licensed business on any public park, playground, school, library or other public premises.
2. No mobile food establishment or pedestrian desiring to conduct business at the mobile food establishment shall obstruct an adjacent path or lane of travel. A path or lane of travel includes, but is not limited to sidewalks, motor vehicle lanes, bicycle lanes and other designated parking areas.

3. No more than two (2) mobile food establishments shall be allowed to conduct business on private property except as provided in paragraph (7)(a)13 or paragraph (7)(d)2 of this ordinance.
4. No mobile food vendor shall be located on any private property without written permission from the property owner. A copy of the written permission shall be kept in the mobile food unit at all times. The mobile food vendor shall comply if asked to leave the private property by the property owner or a city official.
5. No mobile food establishment shall conduct business within five hundred (500) feet of any fair, festival, special event or civic event that is permitted by the City of De Pere unless the licensee has obtained written permission from the event sponsor.
6. A mobile food establishment shall be located on a paved surface at all times unless it is part of a City sanctioned special event.
7. No person may conduct business on a sidewalk or curbside in any of the following places:
 - a. Within twenty (20) feet of the intersection of the sidewalk with any other sidewalk.
 - b. Within ten (10) feet of the extension of any building entrance or doorway to the curb line.
 - c. Within one hundred-fifty (150) feet of a public entrance of any business which is a licensed or permitted restaurant by the City Health Department, during the hours the particular business is open for sale, unless written permission is granted by the business.
 - d. Within one hundred-fifty (150) feet of a City park where food concessions are sold, during the hours that concessions are being sold, unless written permission is granted by the Parks Department.
8. A mobile food establishment may be permitted in all zoning districts except within any residential zoning district, unless authorized by a conditional use permit issued under Chapter 13 of this Code. The subsection shall not apply to ice-cream trucks or vans.

(d) EXEMPTIONS.

1. Upon application and approval from the Board of Public Works, the licensee may periodically and infrequently extend the hours of service of the mobile food establishment outside the designated zone displayed in Exhibit A from 6:00 a.m.

to 3:00 a.m. for business purposes only. This exemption shall not be applicable in any residential zoning district.

2. Upon application and approval from the Board of Public Works, the owner of private property may allow more than two (2) mobile food establishments to conduct business on said property during the normal hours of operation.
 3. For events holding a special event permit, a mobile food establishment may conduct business on publicly owned property as allowed by the event permit holder.
- (8) PENALTIES. A licensee or vendor who violates any provision of this subchapter or any regulation, rule, or order made hereunder shall be subject to a forfeiture of not less than \$1 nor more than \$1,000.00 for each offense.

SECTION 2: §114-4(a)(7) is hereby created to read:

- (7) Mobile Food Vendors/retail establishments holding a properly issued license under §106-4(c) of this Code.

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 20th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 10/13/15

Publication Date: _____

Effective Date: _____

De Pere Main Street District

Legend
Main Street District

Fox River

Voyageur Park

Locks

Claude Allouez Bridge

St.

Norbert

College

Bomier Boat Ramp

Foxview Intermediate School

Notre Dame Middle School

City Hall Police Fire

St. Norbert Parking

Wilson Jacobs Ct

Marsh St

Stewart St

Pleasant Pl

Riverview Av

High St

Memory Ln

Belle Av

Lilac Ln

Lande St

Nico

N Good Hope

S St Bernard Dr

N St Bernard Dr

Wilcox Ct

Cook St

Honey Ct

Pershing Rd

Coral St (Private St)

Virginia Dr

Bomier St

Bolles St

Mansion St

Atrium Ct

Bruss St

MT Olivet Dr

Serie St

Optimist

Mount Olivet Cemetery

St. Norbert

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CITY OF DE PERE**MEMO**

To: Michael J. Walsh, Mayor
Members of Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Request for Food Truck Ordinance
Date: October 14, 2015

The Finance/Personnel Committee reviewed and recommended approval of the proposed draft food truck ordinance on October 13, 2015. In response to comments from committee members, a definition of “ice cream truck” has been added to the ordinance.

Additionally, I have added a new section to the ordinance to provide for an exception to the solicitor permit requirement for properly licensed food trucks.

Finally, fees identical to those charged by the City of Green Bay have been added to the ordinance. The topic of fees was not discussed by the Finance/Personnel Committee.

JSL:jld

H:\jdupont\Memos\2015\Mayor & CC-food trucks 10-14-15-148-005-15.docx

Attachment: Food Truck Memo - Council (4068 : Ordinance #15-27, Creating ?106-4(c) DPMC Regarding Food Trucks)

CITY OF DE PEREMEMO

To: Michael J. Walsh, Mayor
 Members of the Finance/Personnel Committee
 From: Judith Schmidt-Lehman, City Attorney
 RE: Request for Food Truck Ordinance
 Date: October 6, 2015

Aldersperson Raasch requested that staff look into a food truck ordinance for the City of De Pere. City staff waited for the City of Green Bay to adopt its food truck ordinance in order to present to the De Pere Council an ordinance with consistent regulations to promote food truck mobility among jurisdictions.

Currently, the City's zoning code is interpreted to allow food trucks on private property in zoning districts which allow restaurant and other food sales and upon the issuance of a conditional use permit in other such zoning districts.

The attached draft ordinance incorporates the same regulations and requirements as the recently adopted Green Bay ordinance. The amount to charge for the permit has been left blank for the Committee and Council to determine. Green Bay charges \$500 per year per food truck unless the food truck is run by a licensed restaurant, in which case the permit fee is \$300 per year.

Sarah Wallace put together a summary of the ordinance and maps (copies attached) and provided them to restaurant owners in the Main Street District for comment. She will have results for the Committee at the meeting.

If you have any questions regarding this ordinance, please feel free to call me at 339-4042.

JSL:jld

Attachment

c: Sarah Wallace, Associate Planner

H:\jdupont\Memos\2015\Mayor & F-P-food trucks 10-6-15-148-005-15.docx

Attachment: Food Truck Memo (4068 : Ordinance #15-27, Creating ?106-4(c) DPMC Regarding Food Trucks)

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



September 14, 2015

To: Business within Downtown De Pere

From: Sarah Wallace, Associate Planner

RE: Initial discussion regarding the allowance of food trucks within the City of De Pere

Food trucks have received substantial coverage lately, and the City of Green Bay has recently adopted an ordinance to allow and regulate the use of food trucks within their municipality. The City of De Pere is reaching out to business in Downtown with established food service to provide you with a copy of the City of Green Bay's ordinance and to start the conversation here within De Pere.

As we review Green Bay's ordinance, please think about what and how this could be best used within the City of De Pere, address any concerns, ideas, or comments that you have.

A basic breakdown of the attached City of Green Bay approved Ordinance:

- All mobile food businesses (food trucks) are required to meet requirements of WI Food Code
- No more than two (2) mobile food establishment allowed on private property
- No mobile food establishment shall conduct business within five hundred feet of a fair, festival or special event without written permission from event sponsor
- No mobile food establishment shall conduct business within one hundred-fifty (150) feet of a public entrance of any business which is license or permitted restaurant – see attached maps for a visual on where they would not be allowed.
- Mobile food establishments are allowed within in all zoning districts EXCEPT within any residential zone. (this does not apply to ice-cream trucks)

As we start up this conversation we are asking for your feedback, comments, and questions as it relates to the attached ordinance and food trucks in general. Please contact me at swallace@mail.de-pere.org or (920) 339-4072 Ext 1349. Comments due to use by October 13, 2015.

Once we compiled the information received, we will be bring the collected information as a discussion item to the City's Finance and Personnel Committee. This Committee meets on the second Tuesday of each month. All agendas will be posted on the City's agenda <http://www.de-pere.org> click on the agenda tab on the top.

Attachment: Food Truck Memo (4068 : Ordinance #15-27, Creating ?106-4(c) DPMC Regarding Food Trucks)

Westside Lunch Hour



- Lunch Hour Buffer
- Sidewalk Intersection Buffer
- Restricted Areas
- Main Street District
- Residential Zoning**
 - GENERAL RESIDENCE
 - SINGLE & TWO FAMILY RESIDENCE
 - SINGLE & TWO FAMILY RESIDNECE
 - SINGLE FAMILY RESIDENCE

0 500 1,000 Feet

Westside Evening Hours



- Evening Hour Buffer
- Sidewalk Intersection Buffer
- Restricted Areas
- Main Street District
- Residential Zoning**
- GENERAL RESIDENCE
- SINGLE & TWO FAMILY RESIDENCE
- SINGLE & TWO FAMILY RESIDNECE
- SINGLE FAMILY RESIDENCE

Eastside Lunch Hour

10.d



- Lunch Hour Buffer
 - Sidewalk Intersection Buffer
 - Restricted Areas
 - Main Street District
- Residential Zoning**
- GENERAL RESIDENCE
 - SINGLE & TWO FAMILY RESIDENCE
 - SINGLE & TWO FAMILY RESIDENCE
 - SINGLE FAMILY RESIDENCE

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Eastside Evening Hours

10.d



Attachment: Food Truck Memo (4068 : Ordinance #15-27, Creating ?106-4(c) DPMC Regarding Food

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

MEETING DATE: October 20, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Ordinance #15-28, Amending §10-5 De Pere Municipal Code
Regarding Selection of City Officers.

ATTACHMENTS:

- Ord15-28 (DOCX)
- Sec_10_5. Redlined (DOCX)
- Change to hiring ordinance (DOC)

ORDINANCE #15-28

AMENDING §10-5 DE PERE MUNICIPAL CODE REGARDING
SELECTION OF CITY OFFICERS

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

Section 1. The first sentence of §10-5(b), *Process for selection of officers*, is hereby
repealed and replaced with the following sentence:

The finance/personnel committee shall establish the procedures to be utilized in
the selection of the city administrator.

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 20th day of
October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 10/13/15

Publication Date: _____

Effective Date: _____

Attachment: Ord15-28 (4064 : Ordinance #15-28, Selection of City Officers)

Sec. 10-5. - Selection and tenure of certain city officers.

- (a) Offices created; enumeration. The offices of the city: building inspector/assistant city assessor; health officer/director; city attorney/assistant city administrator; finance director; director of parks, recreation and forestry; director of public works; assistant city engineer; street superintendent; human resources director; director of planning and economic development; city engineer; and information technology administrator are hereby created. All officers shall be appointed by the mayor, subject to confirmation by the common council.
- (b) Process for selection of officers. The finance/personnel committee shall establish the procedures to be utilized in the selection of ~~all city officers referenced in this section, including the clerk and city administrator, upon the recommendation of the human resources director and/or~~ the city administrator. In determining the process for selection, the finance/personnel committee may establish, among other things, the method for publicizing the position, the selection process to be used, the composition of any selection committee to be utilized, as well as reviewing the job description for the position and all qualifications for the office.
- (c) Term of office for offices other than city administrator.
 - (1) All officers except the city administrator shall serve a probationary period established by the finance/personnel committee. During the probationary period, the appointee shall be subject to dismissal by the common council for any cause or for no cause. Upon successful completion of probation, the officer's term shall be of an indefinite duration, subject to suspension or dismissal by the common council for cause. Wis. Stats. §§ 17.12 and 17.16 shall apply with respect to the removal or suspension of all officers named in this section after successful completion of the probationary period.
 - (2) City assessor. The common council shall, by resolution, appoint upon such terms and conditions as it deems advisable and favorable to the city, a corporation or an independent contractor to the office of city assessor. The corporation or independent contractor so appointed shall designate the person responsible for the assessment, who shall comply with all certification, oath, affidavit, and other requirements of state statutes.
 - (3) Term of office for city administrator. The city administrator shall serve no definite term and shall serve at the pleasure of the common council. The city administrator may be removed by the common council for any reason or for no reason upon a three-fourths vote of the elected membership of the common council.
- (d) Duties. The duties of all officers named in this section shall be established by the creation of a job description establishing duties and responsibilities, requisite knowledge, skills and abilities, and minimum education and experience required for each such office. Such job description shall be drafted by the human resources director and/or city administrator and presented to the finance/personnel committee for review and approval. The duties provided in such approved job description shall be the duties of that particular city office, provided that nothing in this chapter is meant to limit the duties and authority vested in a city office by state statute, which authority and duties shall flow to the office as provided by state law. In addition, it is understood that any city officer may be required to perform duties outside of the officer's job description and statutory authority upon specific direction by the mayor, city administrator or common council.

(Code 1974, § 4.06; Ord. No. 00-22, § 1, 11-8-2000; Ord. No. 01-16, §§ 1—3, 9-18-2001; Ord. No. 09-24, § 1, 10-20-2009; Ord. No. 15-17, § 1, 4-21-2015)

Memo

City of De Pere

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

RE: Proposed Change to City Ordinance for Selection of City Officers

Date: October 13, 2015

Section 10-5 (b) of City Ordinance outlines the process for selection of City officers. City officers include all department heads (except the Police and Fire Chief which are governed under State Statute 62.13) in addition to the Assistant City Engineer and Street Superintendent. The ordinance states the following:

The Finance/Personnel Committee shall establish the procedures to be utilized in the selection of all city officers referenced in this section, including the Clerk and City Administrator, upon the recommendation of the Human Resources Director and/or the City Administrator. In determining the process for selection the Finance/Personnel Committee may establish, among other things

1. The method for publishing the position (i.e. where to advertise and for how long)
2. The selection process to be used (i.e. number and types of interviews, tests used, etc.)
3. The composition of any selection committee to be utilized (i.e. who will be on the interview panel)
4. Reviewing the job description for the position and all qualifications for the office

I am recommending that the ordinance be changed to only include coming for approval when recruiting for the City Administrator position. When positions become vacant, the supervisor and I review all of the four items listed above. Requiring formal approval before we start advertising for the position can extend the time to fill a position by up to one month.

If you have any questions, I would ask that you contact me in advance of the meeting. I can be reached at 339-4045.

Thank you.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Ordinance #15-29, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

The following recommendations were approved by the Board of Public Works at the October 12, 2015 meeting:

Parking and Traffic Action Items

September 30, 2015 Meeting

1. Modify the parking location on the east side of Ontario near Merrill Street. The police department has noticed that cars are parking on the east side of Ontario all the way to the Merrill Street intersection. This is creating some safety concerns while cars are parking and traffic is turning onto Ontario.

Recommendation: Update the ordinance to install “No Parking, Stopping, or Standing” on the east side of Ontario Street from Merrill Street to 80 feet north.

2. Westwood Parking Modifications at School. The police department has been working with the school to update the parking and signing at Westwood School. Minor modifications are being proposed on the south side of Westwood Avenue to improve visibility of the crosswalk and driveways. Additionally, the signage for the hours of parking restriction will be changed on the south side to match the north side which is from 7:30 am to 4 pm. Currently the south side parking restrictions are from 7:30 am to 3:30 pm.

Recommendation: Update the signing on the south side of Westwood as follows:

- Ninth to 355 feet East - No Restrictions
- 355 feet East of Ninth to 450 feet East - No Stopping or Standing
- 450 feet East of Ninth to 700 feet East - Loading Zone While Vehicle Attended, 7:30 am to 4:00 pm on School Days
- 700 feet East of Ninth to 1005 feet East - No Stopping or Standing
- 1005 feet East of Ninth to 1260 feet East - Loading Zone While Vehicle Attended, 7:30 am to 4:00 pm on School Days
- 1260 feet East of Ninth to 1350 feet East - No Stopping or Standing

- 1350 feet East to Suburban - No Restrictions
3. Crosswalk at Ninth and Meadowview: Staff received a request to paint a crosswalk at the intersection of Ninth and Meadowview. Staff conducted a pedestrian count at this location. There were 20 pedestrians crossing at this intersection in the pm peak hour. Additionally, Ninth Street is a collector. This location meets the City policy for painting cross walks.

Recommendation: Paint crosswalks at the intersection.

4. Flags for Crossing Broadway: A resident has requested input from the City to see if the City is interested in continuing the flag program for pedestrian crossings on Broadway near the downtown. Staff is in support of the program at this location if the flags are provided to the City.

Recommendation: Continue the flag program for pedestrian crossing on Broadway near the downtown if the flags are provided to the City. If there are no flags in the holders, the signs regarding the flags should be taken down.

5. American Boulevard - Staff received a request for a wrong way sign on American near Red Maple Road. A field review was conducted. The median openings are properly signed. Based on a previous complaint in the area, staff feels that the traffic may be coming from a daycare on American where there is no curb opening to go northbound on American.

Recommendation: Install a one way arrow in the median at the daycare driveway on American. The sign would be consistent to signs installed on Lawrence near Scheuring Road.

6. Deaf Child Signs: There are three areas in the City with Deaf Child signs. Staff completed a survey to determine if the people who requested these signs still live in the area. Based on the results of the survey, the residents on East Vista and Nob Hill still live in the area. The resident on St Bernard has moved.

Recommendation: Remove the Deaf Child signs on St. Bernard.

ATTACHMENTS:

- Ord15-29 (DOCX)
- Westwood_Exhibit (PDF)

ORDINANCE #15-29

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:

ADDITION

<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>
Ontario	E	Merrill	80/N

Section 2: §150-23, Schedule G (Parking) is hereby amended as follows:

DELETIONS

<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>
Westwood	S	545/E. Ninth	605/E

<i>No standing or stopping during school hours when children are present 8:00 a.m. to 3:00 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	S	350/E. Ninth	545/E
Westwood	S	605/E. Ninth	1030/E

<i>Two-hour parking during school hours</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	S	360/E. Ninth	1020/E

ADDITIONS

<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>
Westwood	S	355/E. Ninth	450/E
Westwood	S	700/E. Ninth	1005/E
Westwood	S	1260/E. Ninth	1350/E

<i>Loading zone during school</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	S	450/E. Ninth	700/E
Westwood	S	1005/E. Ninth	1260/E

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 publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 10/12/15

Publication Date: _____

Effective Date: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #15-114, Authorizing Agreement with Schenck, S.C.
(Sewer Utility Rate Study).

ATTACHMENTS:

- Reso15-114 (DOCX)
- Schenck Engagement Letter (PDF)
- Schenck Memo (PDF)

RESOLUTION #15-114

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 20th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-114 (4062 : Resolution #15-114, Schenck SC for Sewer Utility Rate Study)



Schenck

CFAs AND SO MUCH MORE.

September 29, 2015

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

Dear Joe:

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

Engagement Scope and Objectives

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

- Allocate costs of the wastewater utility between fixed and variable; including determining all costs applicable to treatment of high strength dischargers
- Assist the City in determining future capital expenditures of the wastewater utility for the years 2016 through 2019, including proposed methods of financing
- Preparation of a projection of wastewater utility operating cash flows for the years 2016 through 2019
- Preparation of a recommendation for 2016 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

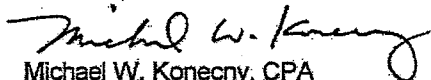
Fees

The assistance will be provided by experienced Schenck Government & Not-for-Profit staff. It is expected that Mike Konecny and Ginny Hinz will provide the majority of the hours in regard to this proposal. Mike has over 30 years of experience in consulting and auditing of Wisconsin utility operations. Ginny Hinz completes utility rate analyzes for many utilities each year. Fees for services will be based on the number of hours worked at our standard rates. We estimate the cost of the proposed services will range from \$5,200 to \$6,000.

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,


Michael W. Konecny, CPA

RESPONSE:

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

Signature

Title

Date



To: Honorable Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Joe Zegers, Finance Director
RE: Consideration of Bid from Schenck SC for Sewer Utility Rate Study
Date: October 7, 2015

NEW Water (formerly known as the Green Bay Metropolitan Sewerage District) just completed their preliminary draft 2016 budget. I have included their schedule of budgetary dates and events as well as their rate comparisons from 2015 to 2016 from their preliminary draft document. NEW Water plans to formally adopt their budget it on December 2nd. Since we now have their preliminary draft of the 2016 budget, we can now proceed to include this in our 2016 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 \$5,200 to \$6,000 is just \$200 more than the last two year's bid amounts of \$5,000 to \$5,800.

We are expecting them to start preparing their report during the second half of October and present it to the Public Works Committee on December 7th, 2015. 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 2016 and for our monthly industrial customers for their January 2016 billing. I would ask you to approve the attached so we can timely proceed with determining and implementing the 2016 sewer rate structure.

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



Schenck

CFAs AND SO MUCH MORE.

September 29, 2015

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

Dear Joe:

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

Engagement Scope and Objectives

The scope of our engagement will be to prepare an analysis of current operating costs, capital expenditures, debt service payments and the present customer rate structure. As part of the analysis, we will project future cash inflows and outflows of the wastewater collection utility and provide recommendations for rate changes. We will also present our report and rate recommendations to the Public Works Committee and City Council as directed by the City. 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
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- Preparation of a recommendation for 2016 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

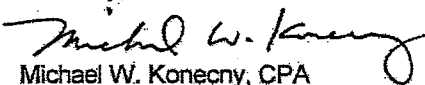
Fees

The assistance will be provided by experienced Schenck Government & Not-for-Profit staff. It is expected that Mike Konecny and Ginny Hinz will provide the majority of the hours in regard to this proposal. Mike has over 30 years of experience in consulting and auditing of Wisconsin utility operations. Ginny Hinz completes utility rate analyzes for many utilities each year. Fees for services will be based on the number of hours worked at our standard rates. We estimate the cost of the proposed services will range from \$5,200 to \$6,000.

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,


Michael W. Konecny, CPA

RESPONSE:

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

Signature

Title

Date



NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Second Budget Workshop 09-30-2015 - Preliminary Draft

Municipal Rate Comparison

Parameter	2015 COS Rate (FRF Adjusted)	2016 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.80448	\$0.78976
Biochemical Oxygen Demand (LBS)	\$0.39331	\$0.43185
Suspended Solids (LBS)	\$0.34822	\$0.41538
Phosphorus (LBS)	\$0.56768	\$0.60563
Total Kjeldahl Nitrogen (LBS)	\$0.65358	\$0.64007
Fixed Charge	\$0.52659	\$0.54620
Total Combined Rate (1,000 GALS)	\$2.89731	\$3.07667

Procter & Gamble Rate Comparison

Parameter	2015 COS Rate (FRF Adjusted)	2016 COS Rate
Volume (1,000 GALS)	\$0.52549	\$0.53077
Biochemical Oxygen Demand (LBS)	\$0.26270	\$0.25835
Suspended Solids (LBS)	\$0.19420	\$0.18496
Phosphorus (LBS)	\$0.40750	\$0.38784
Total Kjeldahl Nitrogen (LBS)	\$0.50956	\$0.49769

Fox River Fiber Rate Comparison - Excluding Fixed Charge

Parameter	2015 COS Rate New 2015 (FRF Adjusted)	2016 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	0.59821	\$0.62941
Biochemical Oxygen Demand (LBS)	0.38082	\$0.41918
Suspended Solids (LBS)	0.33967	\$0.40637
Phosphorus (LBS)	0.55008	\$0.58658
Total Kjeldahl Nitrogen (LBS)	0.63145	\$0.61567

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

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2016 Budget - Second Budget Workshop 09-30-2015 - Preliminary Draft
DATES AND EVENTS

Wednesday, July 22, 2015 First Discussion of 2016 Budget with Commission

Wednesday, August 26, 2015 2016 Budget First Budget Workshop

September 2, 2015 2016 Budget Meeting with Customers

Wednesday, September 30, 2015	2016 Tax Abatement Schedule and Second Budget Workshop
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September & October 2015 Elected Officials Board Meetings

Wednesday, October 28, 2015 2016 Budget Third Budget Workshop as needed

Wednesday, December 2, 2015 2016 Budget Public Hearing and Adoption

Thursday, December 3, 2015 2016 Adopted Budget Distributed to Customers

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-115, Authorizing Agreement for Consulting Services Between the City of De Pere and Cedar Corporation (West Business Park Design).

The Board of Public Works at its October 12, 2015 meeting approved the award to Cedar Corporation for the design and consulting services for the City's west business park in the amount of \$272,480.

The Engineering Department received proposal for design and consulting services for improvements in the City's west business park that will be bid in January of 2016. The work is for various elements of design, construction plans & specifications, and construction inspection. The work and locations are a street extension connecting Fortune Avenue to Venture Avenue, street reconstruction and realignment of Richco Road, and street reconstruction of Fortune Avenue between Lawrence Drive and American Boulevard. The proposals received are as follows:

Consultant	Amount
Cedar Corporation	\$272,480
Robert E. Lee & Associates, Inc.	\$272,490
R.A. Smith National, Inc.	\$274,979

Funding will be from TID #6. The budgeted amount for engineering for these projects in TID #6 is \$308,500.

ATTACHMENTS:

- Reso15-115 (DOCX)
- Cedar Corp (West Business Park) 10-15 (DOCX)
- Exhibit A - Cedar Corp (PDF)
- Exhibit B - Cedar Corp (PDF)

RESOLUTION #15-115

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND CEDAR CORPORATION
(West Business Park Design)

WHEREAS, the City is in need of design and consulting services for improvements in its West Business Park; and

WHEREAS, Cedar Corporation has available and offers to provide personnel and equipment necessary to accomplish such services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Cedar Corporation, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-115 (4056 : Resolution #15-115, Authorizing Contract for West Business Park Design and Consulting Services)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND CEDAR CORPORATION
(West Business Park Design)**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2015, by and between the City of De Pere ("City") and Cedar Corporation, a Wisconsin corporation ("Consultant"):

WITNESSETH

WHEREAS, the City is in need of design and consulting services for improvements in its West Business Park; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish such services within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECTS

The project scope is as described in the City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated October 1, 2015 (Exhibit B). If a conflict exists between Exhibits A and B, the terms of Exhibit A shall prevail. If there is a conflict between Exhibit A and this Agreement, the terms of this agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those tasks described above. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items as described in the Request for Proposals.

IV. AUTHORIZATION, PROGRESS AND COMPLETION

In signing this Agreement, the City gives the Consultant specific authorization to proceed with the work described herein. For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the projects and that Consultant's work hereunder shall be completed per schedule shown in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay closeout of the contract within said time, Consultant shall so inform the City in writing.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, namely payment in a lump sum per site at the conclusion of each site project.

Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the City make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City shall terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

City of DePere
Attention: City Clerk-Treasurer
335 South Broadway Street
DePere, WI 54115

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Cedar Corporation
Attention: Thad Majkowski, PE
1496 Bellevue St, Suite 502
Green Bay, WI 54311

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

CEDAR CORPORATION

By:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

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Request for Proposals For West Business Park Design and Consulting Services

The City of De Pere would like to invite your firm to submit a proposal for design and consulting services for improvements in the West Business Park that will be bid in January of 2016. The work and locations are as follows:

- Street Extension Fortune Avenue to Venture Avenue.
- Street Reconstruction/Realignment Richco Road.
- Street Reconstruction Fortune Avenue, Lawrence Drive to American Boulevard.

Your proposal must be submitted to our office by October 1st, 2015 at 3:00 p.m.

GENERAL INFORMATION:

The City is proposing improvements in the West Business Park including a new street extension crossing an existing spur line, a street reconstruction, and a street reconstruction/re-alignment. Work includes a topo survey, permitting, pond design, design plans, project specifications, an engineer's estimate, construction inspection, construction staking, and as-built plans. A detailed discussion of each site is as follows:

Site 1: Street Extension Fortune Avenue to Venture Avenue

The City has a new street alignment connecting Fortune Avenue to Venture Avenue. The City spur line in the West Business Park crosses both roadways. The existing Fortune Avenue roadway is built beyond the spur line. The existing Venture Avenue roadway stops before the spur line. Wetland delineation is scheduled for October 2015. A topo survey is required. Water main extends past the spur line crossing at both existing roadways. Sanitary sewer will need to be extended from Venture Avenue along with a new road crossing the spur line. The design includes a wet detention pond serving 53.7 industrial acres. Both existing roadways are 44 feet from face of curb to face of curb constructed in an 80 foot right of way. Sanitary sewer, water main and storm sewer service will be extended to 6 industrial lots along with a new concrete street. LED street lighting is planned. There is a private detention pond currently discharging through the site. This pond outfall is planned to be relocated.

Site 2: Street Realignment Richco Road

The City plans to relocate the existing connection of Richco Road from Red Maple Road to American Boulevard and vacate the road from this point to approximately 1100 feet south. The new alignment will connect to American Boulevard. Sanitary sewer and water main connections are available at the new intersection with American Boulevard. The design will require a wet detention pond to serve 38.4 industrial acres. The plan and profile sheets for the sanitary sewer, water main, and storm sewer extensions to 3 industrial lots along with a new concrete street will be provided by the City. The roadway section is 36 feet from the face of curb to the face of curb constructed in a 70 foot right of way.

Site 3: Street Reconstruction Fortune Avenue from Lawrence Drive to American Boulevard

The City has final plans to reconstruct Fortune Avenue from a 4 lane boulevard section to a two lane roadway between Lawrence Drive and American Boulevard. Storm sewer improvements are planned along with new LED street lighting. The City will provide the plans and specifications for inclusion in the plan set. Storm water from this site discharges to a regional detention pond that treats to 60% +/- TSS.

Site 4: WRAPP Permitting & WinSLAMM modeling for City Street Reconstruction

The City will reconstruct Oak Street, Elm Street, and Eighth Streets in 2016. The permitting and modeling will include 1.8 residential acres shown in the attached exhibit for this site. The City will complete the design for this site. Perform modeling and provide recommendations to meet post construction storm water requirements. There is no downstream treatment facility for this site.

SCOPE OF SERVICES AND CITY RESPONSIBILITIES:

The scope of services and City responsibilities for this project is broken down based on the task as follows:

Scope of Work	Site(s) Required	Site (s) City Provided
Topo Survey	1	2, 3
Preliminary Utility & Street Plan Layout		1, 2, 3
Railroad Coordination & Permitting	1	
Pond Design, Plan Sheets, and Details	1, 2	
Utility & Street Plan and Profile Layout	1	2, 3
Preliminary Construction Cost Estimate		1, 2, 3
Final Utility & Street Plan & Profile Layout	1, 2	3
Site Grading Design Plan	1, 2	3
WDNR Sanitary Sewer and Water Main Extension Permitting	1, 2	
WRAPP Permitting	1, 2, 3, 4	
Project Advertisement and Specifications	1, 2, 3	
Project Final Cost Estimate	1, 2, 3	
Construction Administration	1, 2, 3	
Construction Staking	1, 2, 3	
Record Drawings	1, 2, 3	

Topo Survey will include a survey of the existing site to locate all underground utilities, utility connections, and site topography. Provide all point data in Civil 3 D point files.

Preliminary Utility Plan Layout will be provided by the City of De Pere. Modifications may be required base on final layout for sites 1 and 2.

Railroad Coordination & Permitting is required. A public road over any kind of a track needs Office of the Commissioner of Railroads (OCR) approval. The process to establish a public crossing can be found at the OCR's website: <http://ocr.wi.gov/>. CN has suggested concerns with the detention pond adjacent to railroad right of way and will want assurance there are no long term negative effects to the railroad embankment.

Pond Design, Plan Sheets and Details will include storm sewer modeling to determine peak flows and velocities. Design will include pond size and shape, inlet and outlet elevations to develop grading plans, and to treat to 80% TSS per Wisconsin Department of Natural Resources (WDNR) technical standard. Provide grading limits based on two foot contours. Control post development discharge per City ordinance and WDNR. Create required plan details and technical specifications.

Utility & Street Plan & Profile Layout includes construction plans in AutoCAD Civil 3D format. Preliminary Construction Cost Estimate will be provided by the City in Microsoft Excel format. Cost estimates for sites 1, 2, and 3 are attached.

Final Utility & Street Plan and Profile includes bidding plans, detail sheets, a site grading plan, pond plan and roadway cross sections completed in AutoCAD Civil 3D format. Provide electronic submittal of both .dwg and .pdf. Plan sheets will include sanitary sewer and water main on one set of sheets along with storm sewer and street information on another set. Cross sections are required for all streets at all match points, 50 foot stations along tangents, 25 foot stations on curves, and all PIs.

Site Grading Design Plan will be provided in AutoCAD Civil 3D that include contours, spot elevations, and fill sites locations for excess excavation.

WDNR Sanitary Sewer and Water Main Extension Permits include completing and submitting sanitary sewer and water main extension permits. The City will pay all permit fees.

WRAPP Permitting includes completing and submitting a WRAPP permit. The City will pay all WDNR fees.

Project Advertisement and Specifications include a word document following City project specification format and all details, technical specifications, bid items, measurement and payment sections, and bid quantities. The City will provide the project manual and standard technical specifications in word format. The consultant will provide additional technical specifications required for the project.

Project Final Construction Cost Estimate to be provided in Microsoft Excel format. The City will provide site 3 quantities.

Construction Administration includes answering all pre-bid and post bid contractor questions, attending the preconstruction meeting, reviewing project submittals and on-site inspection including all travel time and equipment. The City will provide materials testing or testing aggregate, concrete, and asphalt. The City reserves the right to approve the number of inspectors on site during construction.

Construction Staking included all staking for construction, travel time to and from the site, and all necessary equipment required for performing the work.

Record Drawings will be due from the consultant 12 weeks after substantial completion of construction in both .dwg and .pdf electronic format.

Fill permit to fill a wetland (less than 10,000 square feet) may be required based on the outcome of wetland delineations.

In addition to the detailed scope of services, include four meetings for the project. Meetings will consist of the following:

1. Kickoff meeting with a visit to the three sites.
2. Three design review meetings for 30%, 60%, and 90% plans.

The majority of correspondence and review will be completed via e-mail.

SCHEDULING:

October 1, 2015	Proposals Due
October 20, 2015	Award of Proposal
October 27, 2015	Project Kickoff Meeting

November 17, 2015	30% Plans, Special Provisions & Construction Cost Estimate (PS&E) Review Meeting
December 8, 2015	60% PS&E Review Meeting
December 28, 2015	90% PS&E Review Meeting
January 5, 2016	Final Plans and Project Advertisement for January 7 and January 14
January 7, 2016	Final Plans and Project Specification posted on Quest.CDN.com, Engineers Estimate
January 28, 2016	Construction Bid Opening
February 16, 2016	Award of Construction Project
March 1, 2016	Preconstruction Meeting

A sample consultant agreement is attached. Work is to begin on the project immediately upon approval by the Council and signatures on the agreement.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for the project as identified which may include the following:

1. Plans in AutoCAD and .pdf. Bid documents in a Word. The project will be bid on-line with the 11"x17" .pdf plan and 8.5" x 11" specifications at www.QuestCDN.com. The consultant will post the bid advertisement and bidding documents onto Quest.
2. Provide project and technical specifications for bidding using City format.
3. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided in a Word document. The estimate is to be provided in an Excel document.
4. Provide hard copy documentation and electronic files for the pre and post pond construction %TSS removal for both ponds.
5. Provide hard copy documentation and electronic files for the hydrology and storm water routing in the drainage basins that is used to size the pond.
6. Provide hard copy documentation and electronic files for the pond design, include pre and post discharges for 2, 10, and 100-year storm events, and the outlet structure design.
7. Provide regulatory approvals.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee Breakdown:

Item	Unit	Fee
SITE 1 – STREET EXTENSION FORTUNE AVENUE TO VENTURE AVENUE		
Topo Survey	\$	
Railroad Coordination & Permitting	\$	
Pond Design, Plan Sheets, and Details	\$	
Utility & Street Plan and Profile Layout – 60%	\$	
Final Utility & Street Plan & Profile Layout	\$	
Site Grading Design Plan	\$	
WDNR Sanitary Sewer and Water Main Extension Permitting	\$	
WRAPP Permitting	\$	
Project Advertisement & Specifications	\$	
Project Final Cost Estimate	\$	
Construction Administration – 870 Hours (Estimated)	PER Hour \$	\$
Construction Staking – 90 Hours Crew Time (Estimated)	Crew Time PER Hour \$	\$
Record Drawings	\$	

SITE 2 – STREET RECONSTRUCITON/REALIGNMENT RICHCO ROAD		
Pond Design, Plan Sheets, and Details	\$	
Utility & Street Plan and Profile Layout – 60%	\$	
Final Utility & Street Plan & Profile Layout	\$	
Site Grading Design Plan	\$	
WDNR Sanitary Sewer and Water Main Extension Permitting	\$	
WRAPP Permitting	\$	
Project Advertisement and Specifications	\$	
Project Final Cost Estimate	\$	
Construction Administration – 480 Hours (Estimated)	PER Hour	
	\$	\$
Construction Staking- 50 Hours Crew Time (Estimated)	Crew Time PER Hour	
	\$	\$
Record Drawings	\$	
SITE 3 - STREET RECONSTRUCTION FORTUNE AVENUE		
WRAPP Permitting	\$	
Project Advertisement and Incorporating City Plans and Specifications into Bidding Documents	\$	
Project Final Cost Estimate	\$	
Construction Administration – 330 Hours (Estimated)	PER Hour	
	\$	\$
Construction Staking – 35 Hours Crew Time (Estimated)	Crew Time PER Hour	
	\$	\$
Record Drawings	\$	

SITE 4 - WRAPP PERMITTING & WINSLAMM MODELING FOR CITY STREET RECONSTRUCTION		
WRAPP Permitting	\$	
Miscellaneous		
Wetland fill permit (less than 10,000 square feet)	\$	
	PER Each	
Meetings - 4 Total	\$	\$
TOTAL PROJECT COST	\$	

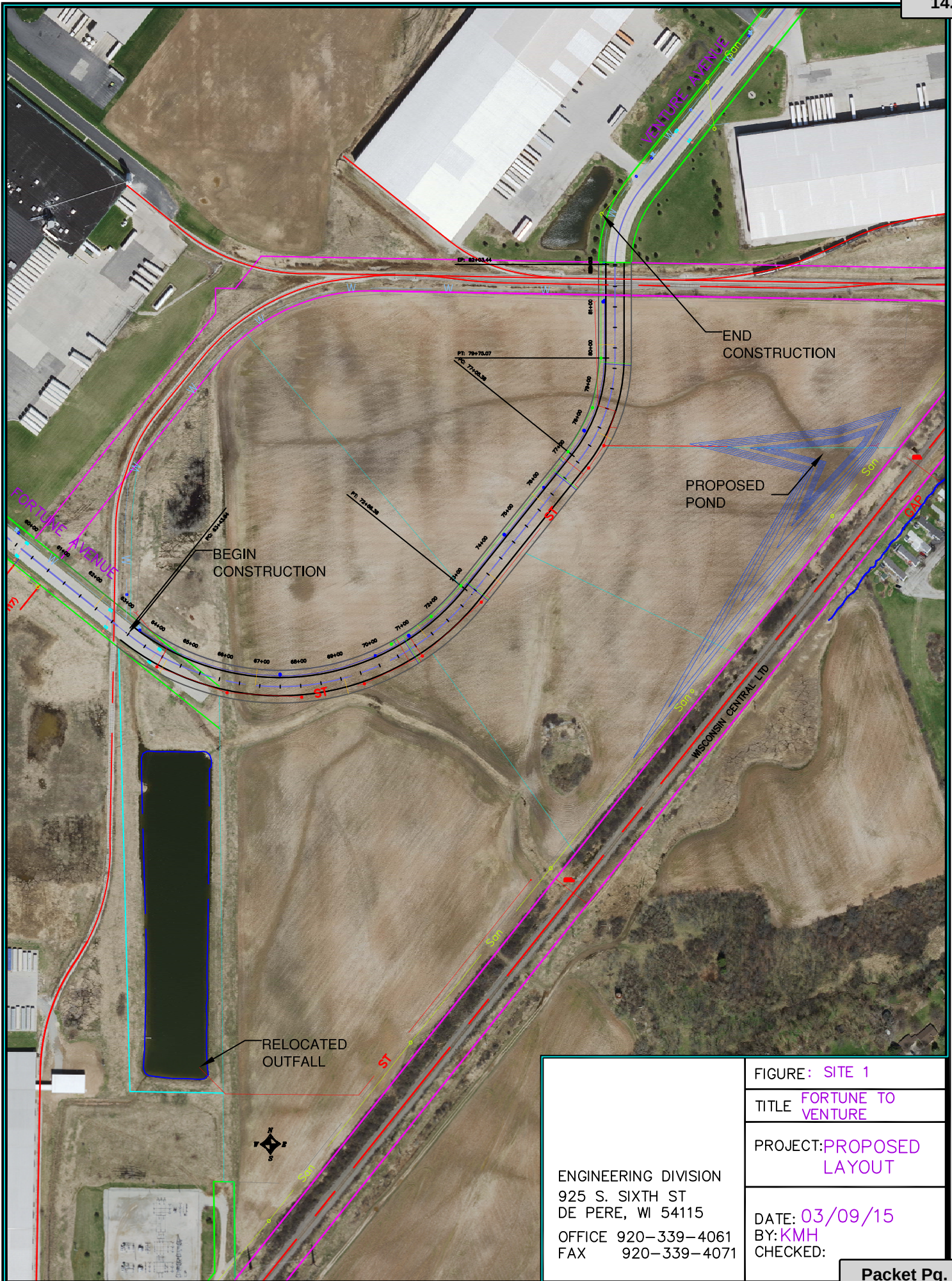


FIGURE: SITE 1

TITLE FORTUNE TO VENTURE

PROJECT: PROPOSED LAYOUT

ENGINEERING DIVISION
 925 S. SIXTH ST
 DE PERE, WI 54115
 OFFICE 920-339-4061
 FAX 920-339-4071

DATE: 03/09/15

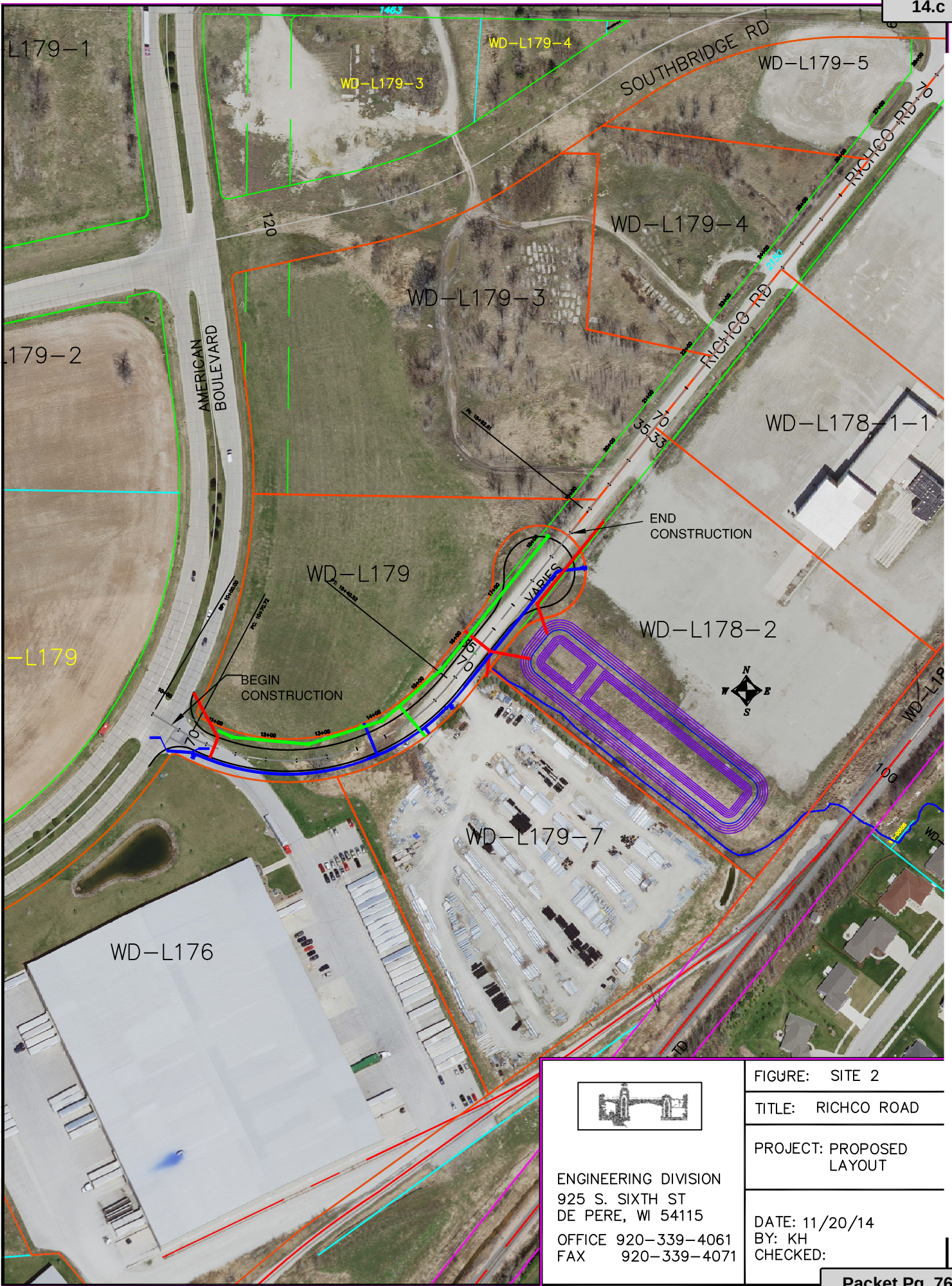
BY: KMH
CHECKED:

Estimated Cost

City of De Pere
Fortune to Venture
January 20, 2014

ITEM #	Bid Item	Unit	Bid Amount	Unit Price	Total
SANITARY SEWER					
	8-inch PVC Sewer	LF	1240	\$34.00	\$42,160.00
	Casing Pipe	LF	75	\$320.00	\$24,000.00
	6-inch PVC Lateral	LF	315	\$30.00	\$9,450.00
	8" x 6" Wye	EA	6	\$75.00	\$450.00
	4' Diameter Sanitary Manhole	VF	65	\$235.00	\$15,275.00
	Remove Plug and Connect to Existing	LS	1	\$520.00	\$520.00
STORM SEWER					
	42-inch RCP	LF	300	\$82.50	\$24,750.00
	36-inch RCP	LF	680	\$65.50	\$44,540.00
	30-inch RCP	LF	1089	\$47.50	\$51,727.50
	27-inch RCP	LF	977	\$42.50	\$41,522.50
	15-inch RCP	LF	253	\$30.00	\$7,590.00
	15-inch PVC Sewer Lateral	LF	185	\$36.00	\$6,660.00
	Manhole	VF	73.6	\$395.00	\$29,072.00
	Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	EA	1	\$1,750.00	\$1,750.00
	Apron Endwall for Culvert Pipe Reinforced Concrete 30-Inch	EA	2	\$1,100.00	\$2,200.00
	Apron Endwall for Culvert Pipe Reinforced Concrete 27-Inch	EA	1	\$990.00	\$990.00
	Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	EA	1	\$470.00	\$470.00
	Type B Inlet	EA	6	\$1,250.00	\$7,500.00
WATER MAIN					
	12-inch PVC Water Main	LF	1698	\$43.00	\$73,014.00
	6-inch PVC Water Main	LF	310	\$40.00	\$12,400.00
	12-inch Valve	EA	4	\$2,400.00	\$9,600.00
	6-inch Valve	EA	11	\$1,900.00	\$20,900.00
STREET AND DRAINAGE 45 B-B, 12" Base					
	Unclassified Excavation	CY	5900	\$4.00	\$23,600.00
	Crushed Aggregate Base Course	TON	11800	\$9.50	\$112,100.00
	Concrete Pavement 9" Doweled	SY	9323	\$34.50	\$321,643.50
	Ditch Grading Side and Back Lot Line	LF	4700	\$2.50	\$11,750.00
	Landscaping - Topsoil, Seed, and Mulch	SY	6900	\$3.50	\$24,150.00
	Spur Crossing asphalt and timber	LF	45	\$300.00	\$13,500.00
	Joint Free Track	LF	190	\$160.00	\$30,400.00
	Lighting	EA	9	\$6,000.00	\$54,000.00
POND CONSTRUCTION					
	Excavation	CY	6800	\$4.80	\$32,640.00
	Heavy Rip Rap with Geotextile Fabric, Type HR	SY	175	\$26.00	\$4,550.00
	Silt Fence	LF	1500	\$2.25	\$3,375.00
	Erosion Mat	SY	24000	\$1.25	\$30,000.00
	Tracking Pad	EA	2	\$1,100.00	\$2,200.00
	Outlet Structure	LS	1	\$8,000.00	\$8,000.00
	Construction Staking	LS	1	\$800.00	\$800.00

Probable Construction Cost	\$1,099,200
Engineering	\$219,800
Contingency	\$55,000
Probable Project Cost	<u>\$1,374,000</u>



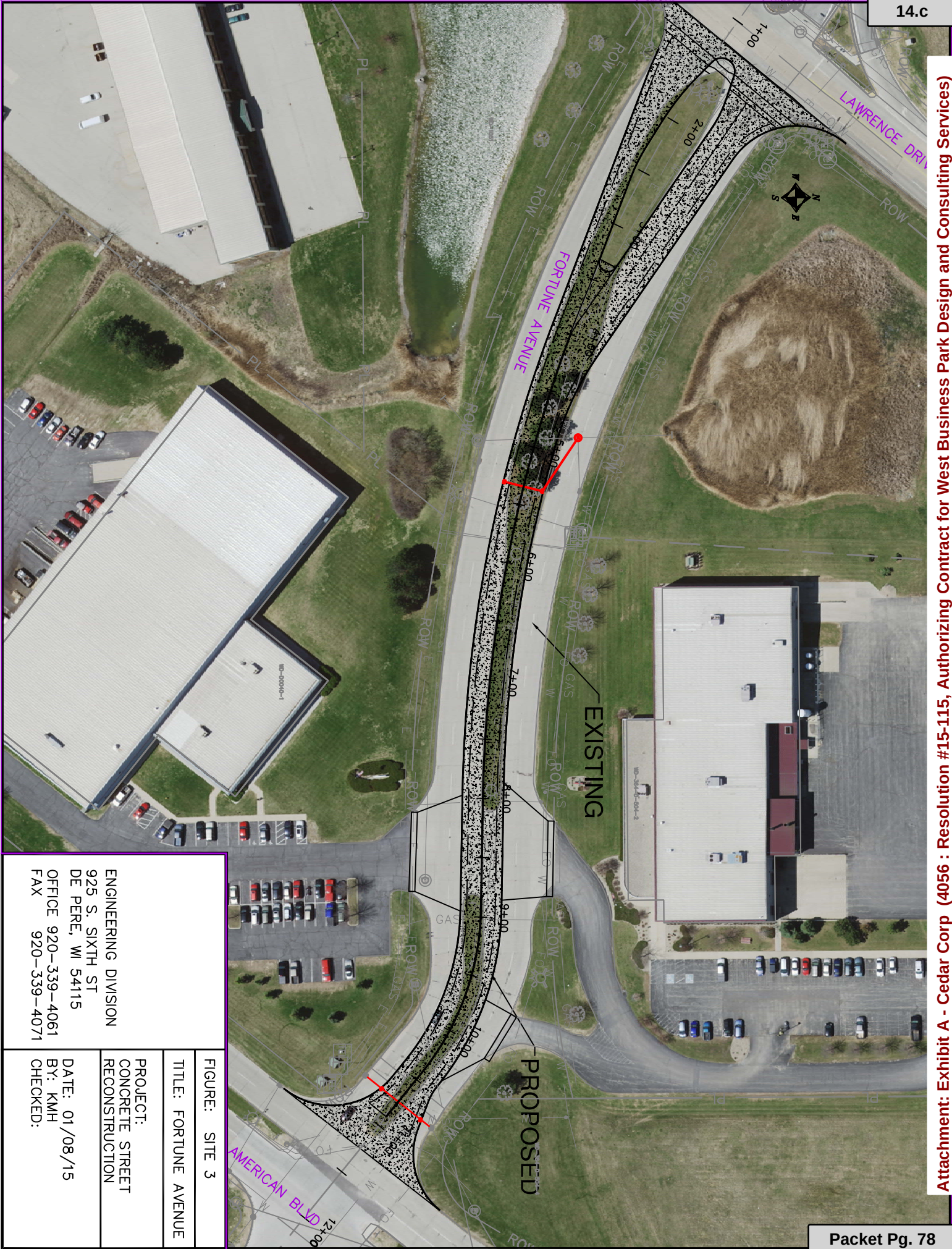
ENGINEERING DIVISION
 925 S. SIXTH ST
 DE PERE, WI 54115
 OFFICE 920-339-4061
 FAX 920-339-4071

FIGURE:	SITE 2
TITLE:	RICHCO ROAD
PROJECT:	PROPOSED LAYOUT
DATE:	11/20/14
BY:	KH
CHECKED:	

**City of De Pere
Richco Road Cost Estimate
July 29, 2015**

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total	
SANITARY SEWER						
	Provide 8" PVC Sanitary Sewer	LF	680	\$40.00	\$27,200.00	
	Provide 4' Diameter Sanitary Manhole	VF	47	\$245.00	\$11,515.00	
	Provide 8 x 6 wye	EA	2	\$135.00	\$270.00	
	6" PVC Sanitary Lateral	LF	78	\$65.00	\$5,070.00	\$44,055.00
STORM SEWER						
ST-01	Provide 15" RCP Storm Sewer	LF	220	\$35.00	\$7,700.00	
	Provide 15" Lateral	LF	57	\$40.00	\$2,280.00	
	Provide connection to existing Inlet	EA	1	\$500.00	\$500.00	
ST-04	Provide Type B Inlet	EA	4	\$1,500.00	\$6,000.00	\$16,480.00
WATER MAIN						
W-03	Provide 10" PVC Water Main	LF	813	\$40.00	\$32,520.00	
W-04	Provide 6" PVC Water Main (Hydrant Lead)	LF	12	\$45.00	\$540.00	
W-07	Provide 10" Gate Valve	EA	2	\$2,500.00	\$5,000.00	
W-08	Provide 6" Gate Valve	EA	5	\$1,100.00	\$5,500.00	
	Provide 6" Water Service	LF	70.2	\$42.00	\$2,948.40	
W-09	Provide Hydrant Assembly	EA	3	\$3,000.00	\$9,000.00	\$55,508.40
STORM WATER POND						
	Pond Excavation	CY	12000	\$5.50	\$66,000.00	
	Outlet Structure	LS	1	\$8,000.00	\$8,000.00	
	Provide Heavy Rip Rap	SY	100	\$26.00	\$2,600.00	
	Provide Erosion Control Revegetation Mat, Class I, Type A	SY	5000	\$1.50	\$7,500.00	
	Provide Landscape Restoration	SY	6200	\$2.00	\$12,400.00	\$96,500.00
STREET AND DRAINAGE						
SD-02	Unclassified Excavation	CY	3300	\$7.00	\$23,100.00	
SD-03	Crushed Aggregate Base Course - 1 1/4"	Ton	2950	\$10.00	\$29,500.00	
SD-04	Concrete Curb and Gutter - Integral	LF	1730	\$9.00	\$15,570.00	
SD-05	Provide 9" Doweled Concrete Pavement with Integral Curb and Gutter	SY	3610	\$36.00	\$129,960.00	
SD-07	Provide Landscape Restoration	SY	15400	\$2.00	\$30,800.00	
SC-01	Provide Silt Fence	LF	400	\$1.00	\$400.00	
SC-02	Provide Inlet Protection	EA	2	\$50.00	\$100.00	
SC-03	Provide Tracking Pad	EA	1	\$800.00	\$800.00	
SC-04	Adjust Inlets	EA	2	\$300.00	\$600.00	\$230,830.00

	Sanitary	Storm	Water	Street	Pond	Total
Probable Construction Cost	\$44,055.00	\$16,480.00	\$55,508.40	\$230,830.00	\$96,500.00	\$443,373.40
Engineering	\$8,800.00	\$3,300.00	\$11,100.00	\$46,200.00	\$19,300.00	\$88,700.00
Contingency	\$2,200.00	\$800.00	\$2,800.00	\$11,500.00	\$4,800.00	\$22,100.00
Probable Project Cost	\$55,055.00	\$20,580.00	\$69,408.40	\$288,530.00	\$120,600.00	\$554,173.40



Attachment: Exhibit A - Cedar Corp (4056 : Resolution #15-115, Authorizing Contract for West Business Park Design and Consulting Services)

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

FIGURE: SITE 3
TITLE: FORTUNE AVENUE
PROJECT: CONCRETE STREET RECONSTRUCTION
DATE: 01/08/15 BY: KMH CHECKED:

City of De Pere
2015 Fortune Avenue
August 19, 2015

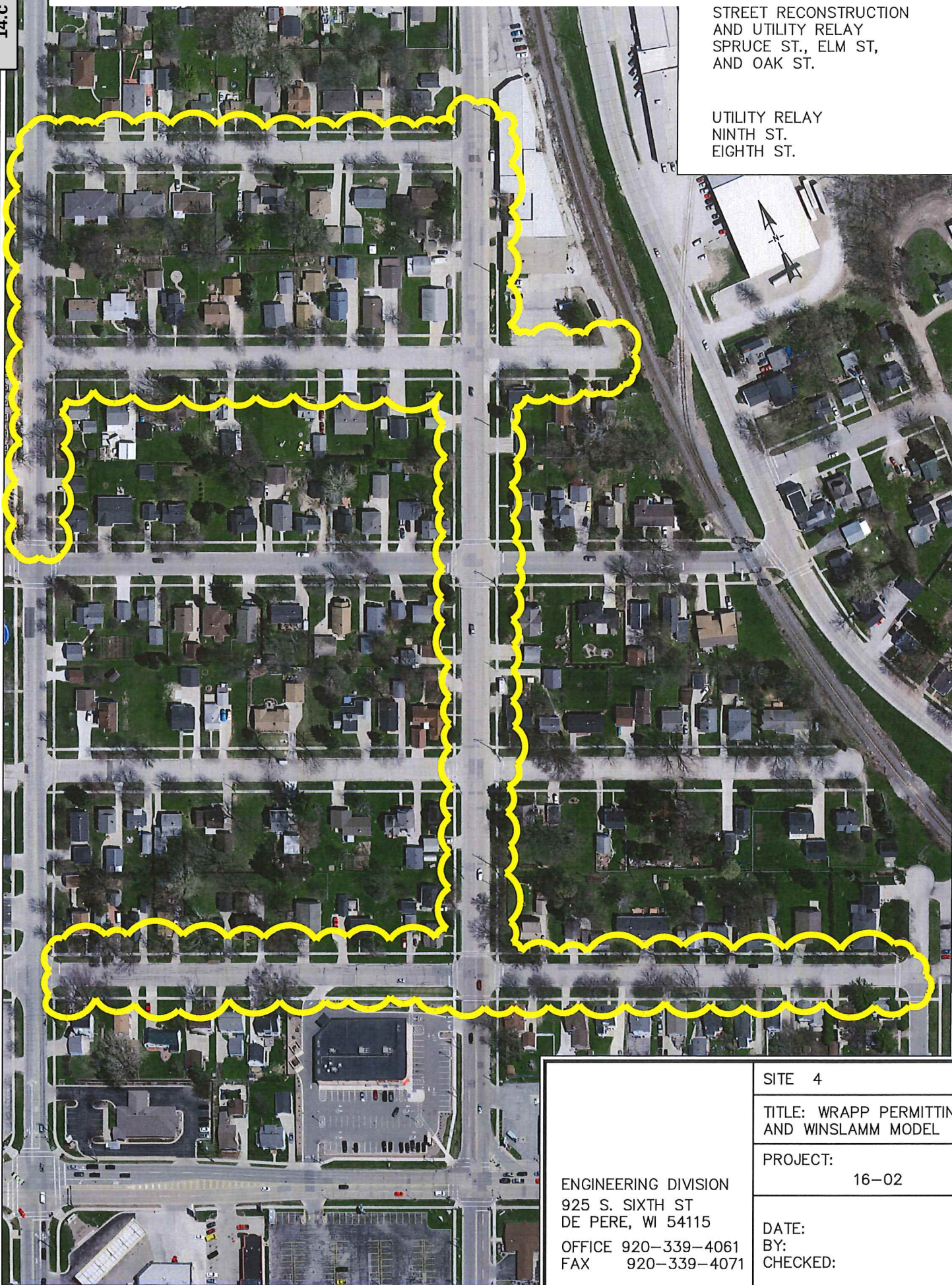
Item #	Bid Item	Unit	Bid Amc	Unit Price	Total
STORM SEWER					
ST-01	Provide 15" PVC Storm Sewer	LF	90	\$65.00	\$5,850.00
ST-02	Provide 18" PVC/RCP Storm Sewer	LF	72	\$65.00	\$4,680.00
ST-03	Remove and Replace 24"X38" RCP Horizontal Elliptical Storm Sewer	LF	10	\$150.00	\$1,500.00
ST-04	Provide 5' Diameter Storm Manhole	VF	6	\$525.00	\$3,150.00
ST-05	Provide Type B Inlet	EA	4	\$2,200.00	\$8,800.00
ST-05	Storm Sewer Abandoned	LS	1	\$2,000.00	\$2,000.00
STREET AND DRAINAGE					
SD-01	Pavement Removal	SY	8350	\$4.00	\$33,400.00
SD-02	Unclassified Excavation	CY	4850	\$18.00	\$87,300.00
SD-03	1 1/4-Inch Crushed Aggregate Base Course	TON	3000	\$15.00	\$45,000.00
SD-04	Asphaltic Concrete Pavement Type E-1 (PG64-22) 2" Surface Layer	TON	15	\$120.00	\$1,800.00
SD-05	Asphaltic Concrete Pavement Type E-1 (PG64-22) 2" Binder Layer	TON	15	\$130.00	\$1,950.00
SD-06	Concrete Curb and Gutter 18-Inch Integral	LF	500	\$10.00	\$5,000.00
SD-07	9" Doweled Concrete Pavement	SY	4900	\$35.00	\$171,500.00
SD-08	Concrete Median Sloped Nose	SF	70	\$7.00	\$490.00
SD-09	Remove and Replace Concrete Sidewalk or Driveway 9-Inch	SY	925	\$45.00	\$41,625.00
SD-10	Remove and Replace Concrete Sidewalk or Ramps 6-Inch	SY	20	\$40.00	\$800.00
SD-11	Drilled Tie Bars	EA	200	\$8.00	\$1,600.00
SD-12	Drilled Dowel Bars	EA	200	\$15.00	\$3,000.00
SD-13	Detectable Warning Field "Yellow"	EA	2	\$250.00	\$500.00
SD-14	Landscaping - Topsoil, Seed, Fertilizer, and Mulch	SY	5200	\$5.50	\$28,600.00
SPECIAL CONSTRUCTION					
SC-01	Inlet Protection	EA	5	\$100.00	\$500.00
SC-02	Tracking Pad	EA	1	\$500.00	\$0.00
SC-03	Pavement Marking Epoxy 4-Inch White	LF	2037	\$1.00	\$0.00
SC-04	Pavement Marking Epoxy 4-Inch Yellow	LF	1500	\$1.00	\$0.00
SC-05	Pavement Marking Epoxy 8-Inch White	LF	200	\$2.00	\$400.00
SC-06	Pavement Marking Crosswalk Epoxy 12-Inch White	LF	270	\$10.00	\$2,700.00
SC-07	Pavement Marking Stop Line Epoxy 18-Inch White	LF	70	\$11.00	\$770.00
SC-08	Pavement Marking "Turn Arrows" Epoxy - White	EA	4	\$600.00	\$2,400.00
SC-09	Traffic Control	LS	1	\$15,000.00	\$15,000.00
SC-10	Traffic Control Detour Route	LS	1	\$3,000.00	\$3,000.00

Probable Construction Cost	\$473,315.00
Engineering	\$94,700.00
Contingency	\$23,700.00
Probable Project Cost	\$591,715.00

14.C

STREET RECONSTRUCTION
AND UTILITY RELAY
SPRUCE ST., ELM ST,
AND OAK ST.

UTILITY RELAY
NINTH ST.
EIGHTH ST.



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

SITE 4

TITLE: WRAPP PERMITTING
AND WINSLAMM MODEL

PROJECT: 16-02

DATE:
BY:
CHECKED:



October 1, 2015

Ms. Karen Heyrman, P.E.
Assistant City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

RE: Design and Consulting Services Proposal
City of De Pere - West Business Park

Dear Karen:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere with design and consulting services for proposed improvements to the West Business Park. Cedar has been in business since 1975, celebrating our 40th year this month. We have completed numerous projects which involved industrial park development issues such as yours; including the very tight time frame for bidding in January to meet your TIF deadline requirements. Cedar has the staff and resources to complete the City's project within the required schedule.

PROJECT UNDERSTANDING

Based on a review of the Request for Proposal (RFP) issued on September 15, 2015, a site visit and our meeting with you and Eric Rakers on September 24, 2015, we have the following understanding:

Four sites are proposed to be improved based on the Request for Proposal. The sites are as follows:

- Site 1 – Street Extension - Fortune Avenue to Venture Avenue
- Site 2 – Street Realignment - Richco Road
- Site 3 – Street Reconstruction - Fortune Avenue from Lawrence Drive to American Boulevard
- Site 4 – WRAPP Permitting & Win SLAMM Modeling for the 2016 City Street Reconstruction - Oak Street, Elm Street and Eight Street

The design and consulting services are specific for each site; however, they could include topo field survey, preliminary utility plan layout, railroad coordination and permitting, pond design, plan sheets and details, utility and street plans and profile layout, preliminary construction cost estimates, final utility and street plan and profile, site grading plan, WDNR

sanitary sewer and water main extension permits, WRAPP permitting, project advertising and specifications, project final construction cost estimate, construction administration, construction staking, record drawings and fill permits, if required.

The required Consultant services vary from site to site based on the work being completed by City staff.

The Project will be awarded as one construction project to one general contractor. Based on this scenario, the project documents will be designed and prepared as one contract.

We do understand the tight time frame to complete the bidding phase. This is driven by the need to meet the TIF requirements for the expenditures of the City. Although tight, there is no reason the work cannot be completed to meet your proposed schedule as detailed in the RFP.

SCOPE OF SERVICES

Based on our project understanding as described above and per the Scope of Services and City Responsibilities provided in the RFP, we offer the following scope of services:

Scope of Work	Site(s) Required	Site(s) City Provided
Topo Survey	1	2,3
Preliminary Utility & Street Plan Layout		1,2,3
Railroad Coordination, Permitting and Evaluation of Pond Location	1	
Pond Design, Plan Sheets and Details	1,2	
Utility & Street Plan & Profile Layout – 60%	1	2,3
Preliminary Construction Cost Estimate		1,2,3
Utility & Street Plan & Profile Layout - Final	1,2	3
Site Grading Design Plan	1,2	3
WDNR Sanitary Sewer and Water Main Extension Permitting	1,2	
WRAPP Permitting	1,2,3,4	
Project Advertisement and Specifications	1,2,3	
Final Construction Cost Estimate	1,2,3	
Construction Inspection	1,2,3	
Construction Administration	1,2,3	
Construction Staking	1,2,3	
Record Drawings	1,2,3	

Our services will be provided in the following format:

- Topo survey will be in Civil 3D point files.
- Construction plans will be in AutoCAD Civil 3D format. Electronic submittals of both will be in .dwg and .pdf format.
- Construction cost estimates in Microsoft Excel format.
- Record drawings will be in both .dwg and .pdf electronic format.
- Bid documents in Microsoft Word format.

In addition to the meetings listed in the detailed scope of services, four meetings will consist of the following:

- Kickoff meeting with a visit to the three sites to verify the approach and existing conditions.
- Three design review meetings at 30%, 60%, and 90% plans to include all sites at the same meeting.

The main method of correspondence and review will be completed via email with the Project Team. We have included the proposed Project Team as an attachment to this proposal. See Appendix "A."

COST

Cedar proposes to complete the work scope as identified on the Proposal Fee Schedule in the RFP and attached to this proposal. The method of compensation is also noted on the schedule. See Appendix "B."

SCHEDULE

Cedar is prepared to complete the projects based on the Schedule in the RFP. It is as follows:

October 1, 2015	Proposals Due
October 20, 2015	Award of Proposal
October 27, 2015	Project Kickoff Meeting
November 17, 2015	30% Plans, Special Provisions & Construction Cost Estimate (PS&E), Review Meeting
December 8, 2015	60% PS&E Review Meeting
December 28, 2015	90% PS&E Review Meeting
January 5, 2016	Final Plans & Project Advertisement for January 7 and 14
January 7, 2016	Final Plans & Specifications posted on QuestCDN.com, Final Construction Cost Estimate
January 28, 2016	Construction Bid Opening
February 16, 2016	Award of Construction Project
March 1, 2016	Preconstruction Meeting

INSURANCE

Cedar will provide a certificate of insurance per the RFP requirements at the time of contract execution.

DELIVERY

Cedar will provide the deliverables as listed in the Delivery section of the RFP.

OWNER RESPONSIBILITIES

Cedar understands that City of De Pere will be responsible for and/or provide the following items:

- Provide Cedar a single contract person to make required decisions for the project.
- Pay the required permit fees - WRAPP, Sanitary Sewer/Water Main and if required a Wetland Fill Permit WDNR Chapter 30 or Railroad Crossing Permit fees.
- Wetland Delineations and associated design services such as stormwater pond planting plan with native plants in addition to standard landscape restoration of disturbed areas.
- Provide the legal descriptions/CSM for the proposed road right of way and pond construction.
- The Project Manual and Standard Technical specifications in word format. Project specific technical specifications to be completed by Cedar.
- Geotechnical services for the roadway and pond construction. The pond permitting requires specific parameters for the investigation per Technical Standard 1002 Site Evaluation for Stormwater Infiltration.
- The installation and material testing during construction.

CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing their standard formatting for review and execution by Cedar.

Cedar looks forward to the opportunity to provide services to the City of De Pere. Do not hesitate to call if you have questions or would require additional information regarding our proposal.

Sincerely,

CEDAR CORPORATION



Thad Majkowski, P.E.
Director

Cc: Eric Rakers, City Engineer
Dean Zanon, Cedar Corporation
Dennis Steigenberger, Cedar Corporation

APPENDIX “A” PROJECT TEAM

City of De Pere West Business Park

Karen Heyrman, PE
Assistant City Engineer

Thad Majkowski, PE
Project Manager / Client Contact

Dennis Steigenberger, P.E.
QA/QC

Design

Josh Gerrits, PE
*Utility and Road Design &
Permitting
Railroad/Stormwater*

Josh Weiss
Roadway Design

Justin Keen, PE
Permitting & Stormwater

Jeff Gust
Lighting Design

Field Survey

Greg Salentine, PLS
Field Survey & Staking

Construction

Kyle Johnson
*Construction
Administration/
Observation*

Dan Simon
Observation

Joel VanLanen
Observation

APPENDIX “B” PROPOSAL FEE SCHEDULE

Proposed Fee ScheduleCompany Name: Cedar CorporationCompany Address: 1496 Bellevue Street, Suite 502
Green Bay, WI 54311-4251Company Representative: Thad MajkowskiSignature: **Fee Breakdown:**

Item	Unit	Fee
SITE 1 – STREET EXTENSION FORTUNE AVENUE TO VENTURE AVENUE		
Topo Survey		\$3,400
Railroad Coordination & Permitting		\$6,500
Pond Design, Plan Sheets, and Details		\$3,600
Utility & Street Plan and Profile Layout – 60%		\$24,800
Final Utility & Street Plan & Profile Layout		\$14,000
Site Grading Design Plan		\$2,100
WDNR Sanitary Sewer and Water Main Extension Permitting		\$800
WRAPP Permitting		\$1,900
Project Advertisement & Specifications		\$3,250
Project Final Cost Estimate		\$600
Construction Observation – 870 Hours (Estimated)	PER Hour \$76	\$66,120
Construction Administration	Number of Hours 220 Hours PER Hour \$80	\$17,600

Construction Staking – 90 Hours Crew Time (Estimated)		Crew Time PER Hour \$96	\$8,640
Record Drawings			\$2,500
SITE 2 – STREET RECONSTRUCITON/REALIGNMENT RICHCO ROAD			
Pond Design, Plan Sheets, and Details			\$3,950
Utility & Street Plan and Profile Layout – 60%			\$2,800
Final Utility & Street Plan & Profile Layout			\$4,100
Site Grading Design Plan			\$1,500
WDNR Sanitary Sewer and Water Main Extension Permitting			\$800
WRAPP Permitting			\$1,900
Project Advertisement and Specifications			\$3,250
Project Final Cost Estimate			\$600
Construction Observation – 480 Hours (Estimated)		PER Hour \$65	\$31,200
Construction Administration	Number of Hours 130	PER Hour \$80	\$10,400
Construction Staking- 50 Hours Crew Time (Estimated)		Crew Time PER Hour \$96	\$4,800
Record Drawings			\$1,600
SITE 3 - STREET RECONSTRUCTION FORTUNE AVENUE			
WRAPP Permitting			\$1,900
Project Advertisement and Incorporating City Plans and Specifications into Bidding Documents			\$2,100
Project Final Cost Estimate			\$600

Construction Observation – 330 Hours (Estimated)		PER Hour	
		\$65	\$21,450
Construction Administration	Number of Hours 112	PER Hour	
		\$80	\$8,960
Construction Staking – 35 Hours Crew Time (Estimated)		Crew Time PER Hour	
		\$96	\$3,360
Record Drawings			\$700
SITE 4 - WRAPP PERMITTING & WINSLAMM MODELING FOR CITY STREET RECONSTRUCTION			
WRAPP Permitting			\$6,500
Miscellaneous			
Wetland fill permit (less than 10,000 square feet)			\$2,200
		PER Each	
Meetings - 4 Total		\$500	\$2,000
TOTAL PROJECT COST			\$272,480

Due to the Cedar Green Bay office location to the City of De Pere, we propose to not charge for the mileage.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-116, Authorizing Agreement for Professional Services Between the City of De Pere and Elmstar Electric Corporation (Traffic Signal Inventory and Condition Assessment).

The Board of Public Works approved the award of the inventory and condition assessment of 12 city-owned signalized intersections to Elmstar Electric Corporation in the amount of \$6,804 at its October 12, 2015 meeting.

The Engineering Department received proposals for an inventory and condition assessment of 12 city-owned signalized intersections on October 5, 2015. This information will be used to plan system maintenance and replacement to reduce emergency repairs, to provide an accurate accounting of the signal system for insurance purposes, and to plan inventory needs. The quotes received were as follows:

Company	Amount
Elmstar Electric Corporation	\$6,804
Bodart Electric Service, Inc.	\$9,000

The budgeted amount for the project from the general fund is \$10,000. .

ATTACHMENTS:

- Reso15-116 (DOCX)
- Elmstar Electric (traffic signal inventory) 10-15 (DOCX)
- Exhibit A - Elmstar (PDF)
- Exhibit B - Elmstar (PDF)

RESOLUTION #15-116

AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF DE PERE AND ELMSTAR ELECTRIC CORPORATION
(Traffic Signal Inventory and Condition Assessment)

WHEREAS, the City is in need of inventory and condition assessment services for its 12 City-owned signalized intersections; and

WHEREAS, Elmstar Electric corporation has available and offers to provide personnel and equipment necessary to accomplish the inventory and assessment within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Professional Services Between the City of De Pere and Elmstar Electric Corporation, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-116 (4058 : Resolution #15-116, AuthorizeTraffic Signal Inventory Agreement)

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF DE PERE AND ELMSTAR ELECTRIC CORPORATION
(Traffic Signal Inventory and Condition Assessment)**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and Elmstar Electric Corporation, a Wisconsin corporation ("Contractor").

WITNESSETH

WHEREAS, the City is in need of inventory and condition assessment services for its 12 City-owned signalized intersections; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish the inventory and assessment within the required time.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project scope is as described in the City's Request for Proposals (Exhibit A) and the Contractor's Proposal thereto (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONTRACTOR SERVICES

Contractor agrees to perform those services described in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City shall provide the Contractor with information and items as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Contractor specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Contractor.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Contractor shall not be considered the owner of any such document nor shall the Contractor retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Contractor agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Contractor for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Contractor.

City hereby grants Contractor a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Contractor acknowledges that, as the Contractor to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Contractor for its reasonable costs incurred in complying with this paragraph.

Contractor further agrees to indemnify the City from all costs City incurs should Contractor fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Contractor understands that, during the course of work under this contract, Contractor may become privy to confidential information of City. Contractor shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Contractor's work hereunder should be completed by December 23, 2015. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay closeout of the contract within said time, Contractor shall so inform the City in writing.

Professional Services Agreement
Elmstar Electric Corporation
Page 2 of 7

VIII. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit B, namely payment in a lump sum at the conclusion of the project. Payment to the Contractor is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONTRACTOR

The Contractor is employed to render a professional service only, and any payments made to the Contractor are compensation solely for such services rendered and recommendations made in carrying out the work. The Contractor shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

The Contractor agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Contractor shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

Professional Services Agreement
Elmstar Electric Corporation
Page 3 of 7

B. Proof of Insurance. The Contractor shall furnish the City with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Contractor meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Contractor's general liability policy for the specific contract or project covered. A copy of the Certificate of Insurance shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, and Contractor's Contractors in the performance and furnishing of Contractor's services under this Agreement.

To the fullest extent permitted by law, Contractor's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Contractor or Contractor's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Contractor's or Contractor's subcontractor negligence bears to the total negligence of City, Contractor and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Contractor shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Contractor without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Contractor may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Contractor may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Contractor shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Contractor shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with

applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

City of De Pere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Elmstar Electric Corporation
Attention: Carmen Fosick
800 East Line Road
Kaukauna, WI 54130

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

ELMSTAR ELECTRIC CORPORATION

By:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2015\Elmstar Electric (traffic signal inventory) 10-15.docx

Request for Proposals Traffic Signal Inventory

PROJECT SCOPE:

The City of De Pere is requesting a proposal from your firm for an inventory and condition assessment for 12 City-owned signalized intersections. The traffic signal inventory will provide an inventory and condition assessment of all traffic signal equipment installed throughout the City giving the location, description, age, and condition of the asset.

The information will be used to plan system maintenance and replacement, to provide an accurate accounting of the signal system for insurance purposes, and to plan inventory needs.

Please provide a response by **3 PM on Monday October 5, 2015.**

BACKGROUND INFORMATION:

Traffic Signal Inventory

The City has an inventory and GIS map of the 12 signalized intersections. The firm selected will verify and update the information.

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

1. Confirm De Pere's traffic signal inventory assets against the physical inventory of assets for all traffic signal equipment at each intersection. Identify the assets with WisDOT bid item number and description in an excel spreadsheet. Provide the location per piece in the excel spreadsheet so the City can tie each asset to the GIS map component.
2. Provide cost estimates per intersection in an excel spreadsheet to replace all components in the inventory at today's cost.
3. Provide on-site inspection of each intersection to document equipment/facility information, take photographs, and update information in the excel spreadsheet. Determine the approximate age and condition of each asset.
4. Attend a project meeting with City staff to discuss the project results.

The proposed fee schedule is included with this document. The firm will provide a cost that will provide a functionally complete project. If there are any specific work items which the firm believes are not identified in any task, but is required to provide a functionally completed project, then the identified specific work items shall be included in the cost.

A sample agreement is attached.

INFORMATION PROVIDED BY THE CITY:

- Existing traffic signal inventory in excel spreadsheet (copy attached).
- GIS data available for each intersection.

TRAFFIC SIGNAL INVENTORY PROJECT SCHEDULE:

- RFP Project approval October 20, 2015.
- RFP Project kickoff meeting, October 28, 2015.
- Complete inventory provided to the City December 23, 2015.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

TASK	FEE
Traffic Signal Inventory	
Inventory and condition assessment of all traffic signal equipment giving the location, description, age, and condition of the asset	\$

CITY OF DE PERE										
TRAFFIC SIGNALS										
Camera			4					3	4	4
Video Detection System			1					1	1	1
8' Shaft						1		1	2	
12' Shaft										
12' Trombone Arm										
15' Shaft, Traffic Signal Standard, Type 1 Pole	5	6	4	7	2	6	1	4	2	6
15' Trombone Arm	2	2			2	1		2	2	3
pedestal bases	5	6	4	7	2	7	7	5	2	6
Concrete Base Type 1	5	6	4	7	2	7	7	5	2	6
20' Shaft, Type 2 Pole	2	2				1	1			4
20' Trombone Arm								1		4
25' Shaft				1						
25' Trombone Arm			2						1	
30' Shaft, Type 3 Pole			4					3	2	4
30' Shaft, Type 4 Pole					2				4	
transformer bases standare 11 1/2-inch bolt circle	2	2	4	1	2	1	1	3	6	4
Concrete Base Type 2	2	2	4	1	2	1	1	3	6	4
3 Horizontal with backplate	2				2	1	1		4	4
3 Vertical with backplate	8	8	6	12	7	8	8		4	7
4 Horizontal with backplate								3		10
4 Vertical with backplate								8		
5 Horizontal with backplate		2	2						2	1
5 Vertical with backplate	2	2	6						6	1
8 Phase Controller	1		1	1	1	1	1	1	1	1
Overhead Light			4				4		4	2
Walk/Don't Walk Ped Combo	2	8	8	8	8	8	8	6	8	4
Count down walk timers										
Cabinet & Base	1		1	1	1	1	1	1	1	1
Ped Push Buttons	2	8	8	1	4			6	8	7
Pull Boxes 24x42-inch	6	4	10	1	2	8	2	9	7	4
Meter Braker Pedestal	1		1	1	1	1	1	1	1	1

9/17/2015

City of De Pere Owned Traffic Signals



- City Owned Signals
- City Boundary
- Fox River
- Parks
- Railroad

0 0.5 1 1.5 Miles

Request for Proposals Traffic Signal Inventory

PROJECT SCOPE:

The City of De Pere is requesting a proposal from your firm for an inventory and condition assessment for 12 City-owned signalized intersections. The traffic signal inventory will provide an inventory and condition assessment of all traffic signal equipment installed throughout the City giving the location, description, age, and condition of the asset.

The information will be used to plan system maintenance and replacement, to provide an accurate accounting of the signal system for insurance purposes, and to plan inventory needs.

Please provide a response by **3 PM on Monday October 5, 2015.**

BACKGROUND INFORMATION:

Traffic Signal Inventory

The City has in inventory and GIS map of the 12 signalized intersections. The firm selected will verify and update the information.

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

1. Confirm De Pere's traffic signal inventory assets against the physical inventory of assets for all traffic signal equipment at each intersection. Identify the assets with WisDOT bid item number and description in an excel spreadsheet. Provide the location per piece in the excel spreadsheet so the City can tie each asset to the GIS map component.
2. Provide cost estimates per intersection in an excel spreadsheet to replace all components in the inventory at today's cost.
3. Provide on-site inspection of each intersection to document equipment/facility information, take photographs, and update information in the excel spreadsheet. Determine the approximate age and condition of each asset.
4. Attend a project meeting with City staff to discuss the project results.

The proposed fee schedule is included with this document. The firm will provide a cost that will provide a functionally complete project. If there are any specific work items which the firm believes are not identified in any task, but is required to provide a functionally completed project, then the identified specific work items shall be included in the cost.

A sample agreement is attached.

INFORMATION PROVIDED BY THE CITY:

- Existing traffic signal inventory in excel spreadsheet (copy attached).
- GIS data available for each intersection.

TRAFFIC SIGNAL INVENTORY PROJECT SCHEDULE:

- RFP Project approval October 20, 2015.
- RFP Project kickoff meeting, October 28, 2015.
- Complete inventory provided to the City December 23, 2015.

Proposed Fee ScheduleCompany Name: ELMSTAR ELECTRIC CORPORATIONCompany Address: 800 EASTLINE ROADCompany Address: KAUKAUNA, WI 54130Company Representative: CARMEN FOSICKSignature: 

TASK	FEE
Traffic Signal Inventory	
Inventory and condition assessment of all traffic signal equipment giving the location, description, age, and condition of the asset	\$ 6,804.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #15-117, Authorizing Agreement Between the City of De Pere and Saint Norbert College, Inc. Regarding Testing Collaboration.

The Health Department is responsible for monitoring communicable diseases, including tuberculosis (“TB”) and latent tuberculosis infection evaluation within the City to preserve the public health, safety and welfare. The Health Department utilizes Oxford Labs to conduct Interferon-Gamma Release Assays (TSPOT) testing through a state contract at reduced pricing. St. Norbert College frequently admits students who originate from countries where TB is prevalent and there is an identified need for additional evaluation, follow-up and monitoring of some international students.

To reduce barriers for these students and increase timely follow-up and intervention, the City Health Department and College Health Services Department wish to coordinate resources to allow TSPOT testing of College students at City pricing. In essence, the blood testing would be conducted by health services staff on campus and the City would receive and pay the bill for the lab services from Oxford labs and be reimbursed by SNC. Finally, because protected health information would be exchanged between agencies, a HIPAA Business Agreement must also be implemented for both agencies. The City Board of Health has reviewed this matter at its September meeting and recommends approval.

ATTACHMENTS:

- Reso15-117 (DOCX)
- Health Department TSPOT Agreement 10-15-118-003-15 (PDF)
- Business Associate Agreement DP Health dept SNC TSPOT (PDF)
- Business Associate Agreement DP Health dept City TSPOT (PDF)

RESOLUTION #15-117

AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE
AND SAINT NORBERT COLLEGE, INC.
REGARDING TESTING COLLABORATION

WHEREAS, the City Health Department is responsible for monitoring communicable diseases, including tuberculosis (“TB”) and latent tuberculosis infection evaluation within the City to preserve the public health, safety and welfare; and

WHEREAS, St. Norbert College frequently admits students who originate from countries where TB is prevalent, and in those scenarios, the students may have had Bacillus Calmette–Guérin (BCG) vaccination or exposure to TB, leading to the need for additional evaluation, follow-up and monitoring of some students; and

WHEREAS, the City Health Department contracts with Oxford Labs to conduct Interferon-Gamma Release Assays (TSPOT) testing at reduced pricing; and

WHEREAS, St. Norbert College and City wish to coordinate resources to allow TSPOT testing of St. Norbert College students at City pricing upon the terms and conditions in the attached Testing Collaboration Agreement; and

WHEREAS, the City Board of Health has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement Between the City of De Pere and Saint Norbert College, Inc. Regarding Testing Collaboration as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Resolution #15-117
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-117 (4055 : Resolution #15-117, Approve MOU with SNC Health Services related to TSPOT tes)

AGREEMENT BETWEEN THE CITY OF DE PERE
AND SAINT NORBERT COLLEGE, INC.
REGARDING TESTING COLLABORATION

This Agreement is entered into this _____ day of _____, 2015 by and between the City of De Pere, a Wisconsin Municipal Corporation (“City”) and Saint Norbert College, Inc., a Wisconsin Corporation (“College”).

WHEREAS, the City Health Department is responsible for monitoring communicable diseases, including tuberculosis (“TB”) and latent tuberculosis infection evaluation within the City to preserve the public health, safety and welfare; and

WHEREAS, College frequently admits students who originate from countries where TB is prevalent, and in those scenarios, the students may have had Bacillus Calmette–Guérin (BCG) vaccination or exposure to TB, leading to the need for additional evaluation, follow-up and monitoring of some students; and

WHEREAS, the City Health Department contracts with Oxford Labs to conduct Interferon-Gamma Release Assays (TSPOT) testing at reduced pricing, and College and City wish to coordinate resources to allow TSPOT testing of College students at City pricing; and

WHEREAS, Oxford Labs indicates it will test, report results to and bill City for blood draw specimens shipped from College; and

WHEREAS, the City Board of Health has reviewed this matter and recommends approval thereof.

NOW THEREFORE, upon the mutual promises and obligations, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the City and College agree as follows:

1. One TSPOT test kit will be kept at the City Health Department and one shall be kept at the College Health and Wellness Services (“College Health Services”). City shall notify College Health Services when a replacement kit is available for College to retrieve from the City Health Department.
2. College Health Services shall collect, package and ship such specimens as it determines are necessary according to Oxford Lab TSPOT kit directions.
3. City shall permit College Health Services access to online results only for clients with the College’s National Provider Identification (NPI) number.
4. City shall pay Oxford Lab invoices for College Health Services submitted kits and shall simultaneously invoice College for such costs. Such invoice may be submitted to College via email to the College Health and Wellness Services Director.

5. College shall remit payment for City invoices within 15 days of receipt thereof.
6. College Health Services shall enter into such Business Associate Agreement with City as is attached and incorporated herein by reference as Exhibit A for purposes of access to health information protected under the Health Insurance Portability and Accountability Act (HIPAA).
7. City shall enter into such Business Associate Agreement with College Health Services as is attached and incorporated herein by reference as Exhibit B for purposes of access to health information protected under the Health Insurance Portability and Accountability Act (HIPAA).
8. To the fullest extent permitted by law but subject to any applicable statutory damage limitation, College shall indemnify and hold harmless the City, City's officers, directors, and employees from and against any and all costs, losses, and damages caused by the negligent acts or omissions of College or College's officers, directors, partners, employees, in the performance of College's duties under this Agreement.
9. To the fullest extent permitted by law but subject to any applicable statutory damage limitation, City shall indemnify and hold harmless the College, College's officers, directors, and employees from and against any and all costs, losses, and damages caused by the negligent acts or omissions of City or City's officers, directors, or employees, in the performance of City's duties under this Agreement.
10. Either party may terminate this Agreement with a 30 day written notice thereof to the other party. If either party terminates the Business Associate Agreement with the other party, this Agreement shall automatically terminate.
11. This Agreement shall extend for a period of one year from the date first written above and shall automatically renew for one-year periods unless terminated earlier.
12. Notices required or permitted under this Agreement shall be sent via US Mail to the following:

If to City: Health Director 335 S. Broadway Street De Pere, WI 54115	If to College: Health & Wellness Services Director Routing Number: 20-BA 100 Grant Street De Pere, WI 54115
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13. This Agreement contains the entire understanding of the parties. Any amendment to the terms thereof shall be in writing and signed by the parties.

14. This Agreement shall be administered, interpreted and enforced under the laws of the State of Wisconsin. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.
15. Each party represents that it has the authority to enter into this Agreement and all necessary procedures have been followed to authorize the Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.
16. This Agreement is not assignable by either party without the written consent of both parties.

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

CITY OF DE PERE

SAINT NORBERT COLLEGE, INC.

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana L. Defnet, Clerk-Treasurer

Print Name: _____
Title: _____

BUSINESS ASSOCIATE AGREEMENT- St. Norbert College Health and Wellness Services

This Business Associate Agreement, ("BAA"), effective on _____ is entered into by and between the City of De Pere Health Department (the "Covered Entity") and St. Norbert College Health and Wellness Services (the "Business Associate").

- A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("protected health information") published on December 28, 2000 by the Secretary of the U.S. Department of Health and Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA".)
- B. Business Associate (BA) has requested access to such protected health information described in the attached Agreement Between the City of De Pere and Saint Norbert College, Inc. Regarding Testing Collaboration dated _____ ("the TSPOT Agreement") and held by Covered Entity (CE) with the condition that BA agrees to abide by the requirements set forth in the Privacy Regulation.
- C. This BAA defines the terms and conditions to which protected health information that is provided by, created or received by, the BA from or on behalf of the CE will be handled.

NOW, THEREFORE, in consideration of the terms and mutual covenants and agreements hereinafter addressed the parties agree as follows:

- 1. Services. The CE provides services for the BA that involve the use and disclosure of protected health information described in the TSPOT Agreement. Except as otherwise specified herein, the BA may make any and all uses of protected health information necessary to perform its obligations as set forth in the Agreement. Additionally, BA may disclose protected information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with Section 2 (b), or (d) as directed by the CE.
- 2. Responsibilities of BA. With regard to its use and/or disclosure of protected health information, the BA hereby agrees to the following:
 - a. Use and/or disclose the protected information only as permitted or required by this Agreement or as otherwise required by law;
 - b. Report to the designated privacy officer of the CE, in writing, any use and/or disclosure of the protected health information that is not permitted or required by this Agreement of which BA becomes aware within fifteen (15) days of the BA's discovery of such unauthorized use and/or disclosure;
 - c. Use commercially reasonable efforts to maintain the security of the protected health information and to prevent unauthorized use and/or disclosure of such protected health information;
 - d. Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of

protected health information that apply herein, including the obligation to return or destroy the protected health information as provided under (h) of this section.

- e. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the CE's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges;
 - f. Upon written request, make available during normal business hours at BA's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the CE within thirty (30) days for the purposes of enabling the CE to determine the BA's compliance with the terms of the Agreement;
 - g. Within forty five (45) days of receiving a written request from the CE, provide to the CE such information as is requested by the CE to permit the CE to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's protected health information in accordance with 45 C.F.R. §164.526 and §164.528;
 - h. Return to the CE or destroy, as requested by the CE, within thirty (30) days of the termination of this Agreement, the protected health information in BA's possession and retain no copies or back-up tapes.
3. Responsibilities of the CE. With respect to the use and/or disclosure of protected health information by the BA, the CE hereby agrees:
- a. To inform the BA of any changes in the form of notices of privacy practices that the CE provides to individuals pursuant to 45 C.F.R. §164.520 and provide the BA a copy of the notice currently in use;
 - b. To inform the BA of any changes in, or withdrawal of, the consent or authorization provided to the CE by individuals whose protected health information may be used and/or disclosed by BA under this Agreement pursuant to 45 C.F.R. §164.526 and §164.508; and
 - c. To notify the BA, in writing and in a timely manner restrictions on the use and/or disclosure of protected health information agreed to be the CE as provided for in 45 C.F.R. §164.522.
4. Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under their Agreement, are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to fully comply with all provisions of this Agreement.
5. Term and Termination.
- a. Term. The term of this Agreement shall be co-terminus with the TSPOT Agreement and shall continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by mutual agreement of the parties.

- b. Termination. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the CE may immediately terminate this BAA and any related Agreement if it determines that the BA has breached a material provision of this Agreement. Alternatively, the CE may choose to: (i) provide the BA with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford BA an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement. If termination is not feasible, the CE shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon termination or expiration of the Service Agreement.
6. Survival. The respective rights and obligations of BA and CE under the provisions of Sections 2(h) and 8 shall survive the termination of this agreement indefinitely.
7. Amendment. This BAA may not be modified or amended, except in as agreed to by each party.
8. No Third Party Beneficiaries. Nothing expressed or implied in this BAA is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
9. Notices. Any notices to be given hereunder shall be made via U.S. mail or courier, or hand delivery to the other party's address given below as follows:

Business Associate:
 St. Norbert College Health and Wellness Services, Sr. Director
 100 Grant St.
 De Pere, WI 54115

Covered Entity:
 De Pere Health Department Health Officer
 335 S. Broadway Street
 De Pere, WI 54114

IN WITNESS WHEREOF, the parties hereto sign this BAA on this _____ day of _____, 2015.

IN PRESENCE OF:

Business Associate

By: _____
 Name: _____
 Title: _____
 Date: _____

 Witness

Covered Entity

By: _____
 Name: _____
 Title: _____
 Date: _____

 Witness

BUSINESS ASSOCIATE AGREEMENT- CITY OF DE PERE HEALTH DEPARTMENT

This Business Associate Agreement, ("BAA"), effective on _____ is entered into by and between St. Norbert College Health and Wellness Services (the "Covered Entity") and the City of De Pere Health Department (the "Business Associate").

- A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("protected health information") published on December 28, 2000 by the Secretary of the U.S. Department of Health and Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA".)
- B. Business Associate (BA) will be performing services as described in the attached Agreement Between the City of De Pere and Saint Norbert College, Inc. Regarding Testing Collaboration dated _____ ("the TSPOT Agreement") for Covered Entity (CE) with the condition that BA agrees to abide by the requirements set forth in the Privacy Regulation.
- C. This BAA defines the terms and conditions to which protected health information that is provided by, created or received by, the BA from or on behalf of the CE will be handled.

NOW, THEREFORE, in consideration of the terms and mutual covenants and agreements hereinafter addressed the parties agree as follows:

1. Services. The CE provides services for the BA that involve access to and disclosure of protected health information described in the TSPOT Agreement. Except as otherwise specified herein, the BA may make any and all uses of protected health information necessary to perform its obligations as set forth in the Agreement. Additionally, BA may disclose protected information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with Section 2 (b), or (d) as directed by the CE.
2. Responsibilities of BA. With regard to its use and/or disclosure of protected health information, the BA hereby agrees to the following:
 - a. Use and/or disclose the protected information only as permitted or required by this Agreement or as otherwise required by law;
 - b. Report to the designated privacy officer of the CE, in writing, any use and/or disclosure of the protected health information that is not permitted or required by this Agreement of which BA becomes aware within fifteen (15) days of the BA's discovery of such unauthorized use and/or disclosure;
 - c. Use commercially reasonable efforts to maintain the security of the protected health information and to prevent unauthorized use and/or disclosure of such protected health information;
 - d. Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of

protected health information that apply herein, including the obligation to return or destroy the protected health information as provided under (h) of this section.

- e. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the CE's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges;
 - f. Upon written request, make available during normal business hours at BA' s offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the CE within thirty (30) days for the purposes of enabling the CE to determine the BA's compliance with the terms of the Agreement;
 - g. Within forty five (45) days of receiving a written request from the CE, provide to the CE such information as is requested by the CE to permit the CE to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's protected health information in accordance with 45 C.F.R. §164.526 and §164.528;
 - h. Return to the CE or destroy, as requested by the CE, within thirty (30) days of the termination of this Agreement, the protected health information in BA' s possession and retain no copies or back-up tapes.
3. Responsibilities of the CE. With respect to the use and/or disclosure of protected health information by the BA, the CE hereby agrees:
- a. To inform the BA of any changes in the form of notices of privacy practices that the CE provides to individuals pursuant to 45 C.F.R. §164.520 and provide the BA a copy of the notice currently in use;
 - b. To inform the BA of any changes in, or withdrawal of, the consent or authorization provided to the CE by individuals whose protected health information may be used and/or disclosed by BA under this Agreement pursuant to 45 C.F.R. §164.526 and §164.508; and
 - c. To notify the BA, in writing and in a timely manner restrictions on the use and/or disclosure of protected health information agreed to be the CE as provided for in 45 C.F.R. §164.522.
4. Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under their Agreement, are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to fully comply with all provisions of this Agreement.
5. Term and Termination.
- a. Term. The term of this Agreement shall be co-terminus with the TSPOT Agreement and shall continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by mutual agreement of the parties.

- b. Termination. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the CE may immediately terminate this BAA and any related Agreement if it determines that the BA has breached a material provision of this Agreement. Alternatively, the CE may choose to: (i) provide the BA with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford BA an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the Agreement. If termination is not feasible, the CE shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon termination or expiration of the Service Agreement.
6. Survival. The respective rights and obligations of BA and CE under the provisions of Sections 2(h) and 8 shall survive the termination of this agreement indefinitely.
7. Amendment. This BAA may not be modified or amended, except in as agreed to by each party.
8. No Third Party Beneficiaries. Nothing expressed or implied in this BAA is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
9. Notices. Any notices to be given hereunder shall be made via U.S. mail or courier, or hand delivery to the other party's address given below as follows:

Covered Entity:

St. Norbert College Health and Wellness Services, Sr. Director
100 Grant St.
De Pere, WI 54115

Business Associate:

De Pere Health Department Health Officer
335 S. Broadway Street
De Pere, WI 54114

IN WITNESS WHEREOF, the parties hereto sign this BAA on this _____ day of _____, 2015.

IN PRESENCE OF:

Business Associate

By: _____
Name: _____
Title: _____
Date: _____

Witness

Covered Entity

By: _____
Name: _____
Title: _____
Date: _____

Witness

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #15-118, Authorizing Master Commercial Electrical Inspector Agreement with Robert B. Gerbers.

This item was approved as recommended by the Finance/Personnel Committee.

ATTACHMENTS:

- Reso15-118 (DOCX)
- gerber contract October 2015 (DOC)
- gerbers memo to finance October 2015(DOC)

RESOLUTION #15-118

AUTHORIZING MASTER COMMERCIAL ELECTRICAL
INSPECTOR AGREEMENT WITH ROBERT B. GERBERS

WHEREAS, the City has employed Robert Gerbers as a part-time electrical inspector since 1996; and

WHEREAS, the parties wish to extend the term of such part-time employment through December 31, 2018; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized to execute such Master Commercial Electrical Inspector Employment Agreement, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees 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 20th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso15-118 (4066 : Resolution #15-118, Contract Extension with Robert Gerbers)

Master Commercial Electrical Inspector Employment Agreement

THE CITY OF DE PERE, a Wisconsin municipal corporation ("City") hereby agrees to employ Robert B. Gerbers in the part-time position of Master Commercial Electrical Inspector of the City of De Pere ("Inspector") and Inspector hereby agrees to accept such employment subject to the following terms and conditions:

Section I. Effective Date. Such employment shall commence as of January 1, 2016, and, subject to the termination provisions of Section II. (e), shall continue until December 31, 2018.

Section II. Nature of Position and Duties.

(a) Part-Time Employment. Inspector shall be employed to work on an average of between 8 and 10 hours per week, not to exceed an annual maximum of 599 hours. The specific scheduling of such work shall be subject to the direction and approval of the City Building Inspector or, in the Building Inspector's absence, the Assistant Building/Plumbing Inspector ("Designee"). Inspector shall maintain a daily log specifying hours and duties performed under this Agreement. Such log shall be submitted to the City Building Inspector or Designee on a biweekly basis.

(b) Compensation. Inspector shall be compensated at an hourly rate of \$30.00. The hourly rate, in accordance with the approved daily log, will be paid on a biweekly basis in accordance with normal City employee payroll policies. Inspector shall not accumulate vacation, holiday, or sick leave, nor shall Inspector be eligible for coverage under the City's Health and Dental Plans.

(c) Job Duties. Inspector shall perform all commercial electrical inspections in the City upon assignment and direction by the City Building Inspector or Designee. Inspector shall not

have authority to act on behalf of the City of De Pere under this Agreement or otherwise except upon prior direction and assignment under this section. To ensure ability to perform these services, Inspector shall maintain certification as a Commercial Electrical Inspector within the State of Wisconsin at no cost to the City, and shall maintain with the City a valid current certificate demonstrating such certification.

(d) Conflicts Prohibited.

1. Inspector shall not inspect under this Agreement any facility in or upon which Inspector has performed electrical work in a private capacity.
2. Inspector shall not engage in any other employment which interferes with the full and faithful discharge of duties to the City or any other breach of the City's Code of Ethics, § 10-16, De Pere Municipal Code.

(e) Termination. Inspector's position with the City may be terminated by either party at will upon sixty (60) days written notice to the other party.

Section III. City Records. All files and records concerning inspections undertaken by Inspector under this Agreement shall belong to, and remain the property of, the City. The City shall furnish such clerical supplies as may be necessary in the discretion of the Building Inspector for the Inspector to perform the duties required under this Agreement.

Section IV. Standard of Care. Inspector agrees to, at all times, faithfully, industriously, and, to the best of his/her ability, experience, and talents, perform the duties that are required pursuant to the express and implied terms of this Agreement to the satisfaction of the City.

Section V. Insurance Coverage.

(a) Workers Compensation. As an employee of the City, Inspector shall be insured under the City's workers compensation coverage.

(b) Automobile Insurance. Inasmuch as Inspector will be using a privately owned automobile in carrying out the responsibilities of this Agreement, Inspector shall be required to maintain adequate insurance on such automobile and file with the City certificates demonstrating the maintenance of such insurance.

Section VI. Miscellaneous.

(a) Construction of Agreement. This Agreement is intended to constitute a full and complete understanding of the Employment Agreement between the City and Inspector.

(b) Law Governing. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin.

(c) Interpretation. Headings used in this Agreement are for convenience of reference only and do not constitute a part of the Agreement unless the context clearly requires. If any section of this Agreement is held to be invalid by operation of law or tribunal of competent jurisdiction

or enforcement of any part should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

Dated in De Pere, Wisconsin, this _____ day of October, 2015.

Master Commercial Electrician

City of De Pere

Robert B. Gerbers

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Attachment: gerber contract October 2015 (4066 : Resolution #15-118, Contract Extension with Robert Gerbers)

MEMO

CITY OF DE PERE

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, De Pere Human Resources Director
Dave Hongisto, Building Inspector

Date: October 13, 2015

Re: Consideration of Contract Extension with Robert Gerbers for Commercial Electrical Inspections

As you may recall, Bob Gerbers has been performing commercial electrical inspections for the City's Building Inspection Department on a part-time basis since 1996. The current employment agreement that we have with Mr. Gerbers is set to expire on December 31, 2015. I discussed this matter with Building Inspector Dave Hongisto, and he indicated that there is still a need for Mr. Gerber's assistance. Mr. Gerbers is a master electrician with all the certifications necessary for commercial wiring inspections and he has the technical expertise and background for commercial inspecting.

Accordingly, attached please find a proposed employment agreement that we prepared for Mr. Gerber's services. The agreement will continue Mr. Gerber's employment with the City for a period of approximately three years beginning on January 1, 2016 and ending December 31, 2018. Please note the rate of pay has not change and there are no benefits associated with this position.

If you have any questions prior to the meeting, please contact me at 339-4045.

Thank you for your consideration of this matter.

Attachment: gerbers memo to finance October 2015 (4066 : Resolution #15-118, Contract Extension with Robert Gerbers)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #15-119, Amending City Employee Policy Manual
Regarding Compensation Policy.

This item was approved as recommended at the Finance/Personnel Committee meeting.

ATTACHMENTS:

- Reso15-119 (DOCX)
- Updated Compensation Policy (strikeout) (DOCX)
- Changes to perf appraisals-compensation policy (DOC)

RESOLUTION #15-119

AMENDING CITY EMPLOYEE POLICY MANUAL
REGARDING COMPENSATION POLICY

WHEREAS, the Finance/Personnel Committee has reviewed the proposed changes to the performance management policy component of the compensation policy recommended by the Human Resources Director upon the advice and consent of the performance management employee team; and

WHEREAS, the Committee recommends approval of such changes as more fully set forth below.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves amending the City of De Pere Employee Policy Manual as follows:

Deleting **Section 6.9 e.iii. Pay for Performance** of the current policy and replacing with the following:

iii. Pay for Performance. An incentive program to reward employees for exceptional work exceeding expectations. The City rewards exceptional performance two ways: (1) merit pay and (2) performance award.

1. Merit Paya. Merit Pay Award.

Employees are evaluated utilizing determined competencies on their performance appraisal and are eligible to receive merit pay for each competency score. The maximum amount of merit pay an employee is eligible for is \$600 per year. The dollar value per competency identified below is based on the performance appraisal having 10 competencies. If a performance appraisal has more or less than 10 competencies, the total amount for each competency will be pro-rated, with the max remaining at \$600.

- \$60 for each competency in which the employee receives a rating of 5
- \$45 for each competency in which the employee receives a rating of 4

2. Performance Award.

Employees may be nominated for a performance award by themselves, anonymously by a co-worker, or by a department head (done in consideration of feedback from immediate supervisor). All nominations must be approved by the employee's department head to be considered. Employees that rank in the top 10% of all employee appraisal scores will automatically be nominated for a performance award by their Department Head. See **Addendum Q** for procedures on how to submit a nomination.

a. Award Options.

- Salary increase - percentage increase added to annual salary (applicable to those not red-circled or stepping)
- Bonus - paid out as a set dollar amount or a percentage of salary (applicable to all employees including those red-circled)
- Paid time off (applicable to all employees including those red-circled)

Combination of two of the above (ex. salary increase, bonus or paid time off)

b. Review Team. A Performance Award Review Team will review all employees recommended for a performance award.

The Performance Award Review Team will consist of the City Administrator along with two supervisors from an outside organization. After reviewing all nominations, the Performance Award Review Team will decide which employees warrant a performance award when rated against all City employees nominated for a performance award.

The Performance Award Review Team will decide how performance awards will be distributed.

Funding of Pay for Performance Program. The total funds to be used for employees will be recommended by the Mayor annually as part of the proposed executive budget. Total funds to be used for the pay for performance program will be determined by the Common Council annually as part of the annual budget approval process.

Total pay disbursement to employees cannot exceed the total funding available for pay for performance pay in the adopted budget. If total pay expenditures are below available funds, excess funds are returned to the general fund balance at the end of the calendar year.

The pay for performance funds will be determined each year by taking 1% of the prior year's payroll. Merit pay disbursements will be first determined and the remaining funds may be used for performance awards. 5% of the remaining funds will be put aside for departments to provide immediate recognition to employees throughout the year for exemplary performance. (i.e. bringing in lunch for staff after working together cohesively on a big project, working very long hours to complete a task, etc.)

Employee Eligibility. Regular full-time non-represented employees and part-time employees.

Employees must be employed with the City for the full appraisal year to receive pay for performance. Pay will be prorated as a percentage of a 2,080-hour annual work schedule for part-time employees.

An annual performance appraisal must be completed for the year in which the merit pay is based.

Employees who do not meet expectations in any area of the performance appraisal for the year are not eligible for a performance award; however they are eligible for Merit Pay.

Employees must be actively employed at the time of the performance disbursement. Employees who are on paid or unpaid leave due to disciplinary action by the City are not considered actively employed for purposes of eligibility.

Disbursement of Merit Pay and Performance Awards. All payments (merit pay and performance awards) will be disbursed to eligible employees in the second payroll in May of each year or the first payroll following the completion and tabulation of all appraisal of eligible employees.

Resolution #15-119
Page 4 of 4

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-119 (4065 : Resolution #15-119, Amending City Employee Policy Manual Regarding Compensation Policy.)

6.9 Compensation Policy

The City of De Pere believes in providing fair and equitable compensation for its employees, such that it will be highly competitive with comparable municipal organizations in the State of Wisconsin.

- a. Objectives. The City has adopted this compensation policy to:
 - i. attract and retain well-qualified employees;
 - ii. provide incentives and motivate employees toward higher performance to achieve the City's short and long-term goals;
 - iii. communicate the organization's expectations regarding different rates of pay;
 - iv. maintain competitive pay levels within the City's limited resources and state-imposed expenditure caps; and
 - v. ensure the consistent administration and application of its compensation policy.
- b. Program. Newly hired employees may be placed administratively anywhere in the assigned range. In determining an appropriate starting rate, consideration shall be given to the experience, education, previous earnings of the candidate and other job-related factors. Hiring above the range minimum requires the approval of the Human Resources Director and City Administrator.
- c. Review of Pay Plan. Pay grade ranges, classifications, and internal pay compensation issues will be reviewed on an as needed basis, but at least every 5 years, in order to properly reflect both the external municipal job market and internal pay equity. A yearly summary of the plan's performance shall be completed by City Administration and report given to the Council.
- d. Changes in Pay Grade. Considerations for change in pay grade can be initiated by the employee, department head or Finance/Personnel Committee. If initiated by an employee, the department head will be requested to submit documentation for presentation to the Finance/Personnel Committee as to whether the request of the employee for change in pay grade is warranted. A change in pay grade will only be considered if the employee's duties have changed sufficiently to warrant a reevaluation.
- e. Pay Increases.
 - i. Step Movement. Employees below the range Control Point shall advance the equivalent of one step a year until they reach the Control Point. These increments shall be based upon measured performance that at least meets expectations and shall be in addition to any other approved general yearly cost of living wage adjustments.

- ii. Yearly Adjustments. Yearly cost of living wage adjustments (based on Midwest consumer price index) may be provided as approved by the Common Council during the budget process unless not warranted based on individual performance as determined by the City Administrator with supervisory input. All employees, except those red-circled (above 120% of market) are eligible for a COLA increase.
- iii. Pay for Performance. An incentive program to reward employees for exceptional work exceeding expectations. The City rewards exceptional performance two ways: (1) merit pay and (2) performance award.

- Merit Pay

- a. Merit Pay Award.

~~The employee must meet or exceed expectations in all areas of the performance appraisal for the year on which the merit pay is based.~~

Employees are ~~evaluated~~ reviewed—utilizing determined competencies ~~on their performance appraisal and are eligible to receive merit pay for each competency score.~~—The maximum amount of merit pay an employee is eligible for is \$600 per year. The dollar value per competency identified below is based on the performance appraisal having ~~15—10~~ competencies. If a performance appraisal has more or less than ~~15-10~~ competencies, the total amount for each competency will be pro-rated, with the max remaining at \$600.

- ~~\$40—60~~ for each competency in which the employee receives a rating of 5
- ~~\$30—45~~ for each competency in which the employee receives a rating of 4

- 2. Performance Award.

Employees may be nominated for a performance award by themselves, anonymously by a co-worker, or by a department head (done in consideration of feedback from immediate supervisor). All nominations must be approved by the employee's department head to be considered. ~~Employees that receive an appraisal score that rank in the top 10% of all employee employees appraisal scores will automatically be nominated for a performance award. by their Department Head. All nominations must be approved by the employee's department head to be considered.~~ See **Addendum Q** for procedures on how to submit a nomination.

- a. Award Options.

- Salary increase - percentage increase added to annual salary (applicable to those not red-circled or stepping)
- Bonus - paid out as a set dollar amount or a percentage of salary (applicable to all employees including those red-circled)
- Paid time off (applicable to all employees including those red-circled)

Combination of two of the above (ex. salary increase, bonus or paid time off)

- b. Review Team. A Performance Award Review Team will review all employees recommended for a performance award.

The Performance Award Review Team will consist of the City Administrator along with two supervisors from an outside organization. After reviewing all nominations, the Performance Award Review Team will decide which employees warrant a performance award when rated against all City employees nominated for a performance award.

The Performance Award Review Team will decide how performance awards will be distributed.

Funding of Pay for Performance Program. The total funds to be used for employees will be recommended by the Mayor annually as part of the proposed executive budget. Total funds to be used for the pay for performance program will be determined by the Common Council annually as part of the annual budget approval process.

Total pay disbursement to employees cannot exceed the total funding available for pay for performance pay in the adopted budget. If total pay expenditures are below available funds, excess funds are returned to the general fund balance at the end of the calendar year.

The pay for performance funds will be determined each year by taking 1% of the prior year's payroll. Merit pay disbursements will be first determined and the remaining funds may be used for performance awards. 5% of the remaining funds will be put aside for departments to provide immediate recognition to employees throughout the year for exemplary performance. (i.e. bringing in lunch for staff after working together cohesively on a big project, working very long hours to complete a task, etc.)

Employee Eligibility. Regular full-time non-represented employees and part-time employees.

Employees must be employed with the City for the full appraisal year to receive pay for performance. ~~Employees must be employed with the City a minimum of 12 consecutive months and for the full year to receive pay for performance.~~ Pay will be prorated as a percentage of a 2,080-hour annual work schedule for part-time employees.

An annual performance appraisal must be completed for the year in which the merit pay is based.

Employees who do not meet expectations in any area of the performance appraisal for the year are not eligible for ~~pay for performance~~ performance award; however they are eligible for Merit Pay.

Employees must be actively employed at the time of the performance disbursement. Employees who are on paid or unpaid leave due to disciplinary action by the City are not considered actively employed for purposes of eligibility.

Disbursement of Merit Pay and Performance Awards. All payments (merit pay and performance awards) will be disbursed to eligible employees in the second payroll in May of each year or the first payroll following the completion and tabulation of all appraisal of eligible employees.

Memo**City of De Pere**

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Updates to Compensation Policy
 Date: October 13, 2015

As you may recall, we have a performance management employee team comprised of employees from various departments. This team has been meeting for the last 1.5 years to help develop our new pay for performance compensation plan as well as to provide suggestions regarding the new online performance appraisal. Earlier this year all permanent employees, with the exception of police and fire represented employees, were evaluated using the online performance appraisal system. Given it was the first year we conducted the process, overall it worked very well.

The performance management employee team met again after the process was completed to discuss what could be improved moving forward. The team was encouraged, as they always are, to obtain feedback from their respective co-workers. The following are changes the team is suggesting to the process. The changes are reflected in the attached policy manual.

- **Decrease number of competencies employees in which employees are evaluated**
 Due to some redundancy and to try and streamline the process
- **Amount of merit pay per competency updated**
 The amount of merit pay per competency is pro-rated based on the number of competencies. Being that the number of competencies decreased, the amount of merit pay per competency was pro-rated appropriately. This ensures the maximum amount any employee could receive would stay at \$600 if they received a perfect score in all the ratings.
- **Ability to obtain merit pay if receives below meets expectations score in any rating**
 Previously employees were not eligible for merit pay if they received a below average rating for any competency. The team did not feel that should be continued as there could be an employee that received a lower rating for a competency for not being able to respond to emergencies for personal reasons, yet they were an exceptional employee when they were at work. This was not changed for performance awards. To be eligible for a performance award, employees must continue meet or exceed expectations for all ratings.
- **Top 10% employees evaluated automatically nominated for performance award**
 The group believed that if a supervisor felt that strong about an employee's performance and gave them very high ratings that put them in the top 10%, the employee should automatically be nominated for a performance award.
- **Other language changes**
 Made to clarify current practices

If you have any questions prior to the meeting, please feel free to contact me at 339-4045.
 Thank you.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #15-120, Authorizing Memorandum of Understanding Between Brown County, the City of De Pere and the Village of Ashwaubenon (Mobile Field Force Unit).

The Brown County Sheriff's Office is looking to expand their crowd control team (Mobile Field Force or MFF) to include some municipal agencies within Brown County. I would like to add a squad of four officers from De Pere PD to be trained in crowd control tactics that would work under command of, and as part of, the MFF. Ashwaubenon Public Safety is also adding four or five officers to the larger team. The current size of MFF team is 27 officers, which includes three squads and command staff. The size of the current MFF is not large enough to handle a larger-scale civil disturbance, and thus the request.

The benefits of having DPPD as part of the MFF are multiple: having some in the agency trained in crowd control for local purposes; being attached to BCSO ensures training between agencies is already taking place before a civil disturbance occurs; the capabilities of a larger county-wide team; and the ability of a team our size being trained under the same model as other agencies such as Madison and Dane County.

Our agencies are fortunate enough to already participate in other joint operations, such as drug task force and SWAT. The model of cooperation for an expansion of the crowd management team already exists. De Pere PD, as part of the MFF, will operate under a Memorandum of Understanding (MOU) with the Sheriff Office. Since the MOU is not complete at this time, I would ask the council to approve this request with the requirement that the City Attorney must approve the language in the MOU, which is similar to the De Pere PD participation MOU for the SWAT team and Drug Task Force. The first training is set for October 27, and 28, 2015. Before the De Pere PD personnel are permitted to attend any training, the MOU would have to be authorized and signed.

MFF members receive training in team tactics, chemical agents, less-lethal munitions, specialized vehicle training (Bear Cat/MRAP), and protester devices. The team usually trains about four times a year. We would commit to the training as necessary.

There is some additional equipment the officers assigned would need IE: a bag, gas mask and carrier, elbow and leg pads, and a specified helmet. The estimated cost for all the gear is about \$509 per officer. This gear is transferrable to new members in the event of a resignation, etc. The department budget would be able absorb the equipment costs in 2015. Officers will buy their own set of specific uniforms for the team.

I ask that you approve this request to place four De Pere PD officers on the Mobile Field Force Team

contingent upon the City Attorney approving the Memorandum of Understanding from the Sheriff Office. I am also asking that I be permitted to sign the agreement on behalf of the City.

Thank you for considering this request and if you have any questions please contact me at your convenience.

ATTACHMENTS:

- Reso15-120 (DOCX)
- 2015 MFF MOU-draft(DOC)

RESOLUTION #15-120

AUTHORIZING MEMORANDUM OF UNDERSTANDING BETWEEN
BROWN COUNTY, THE CITY OF DE PERE AND THE VILLAGE OF ASHWAUBENON
(Mobile Field Force Unit)

WHEREAS, Brown County wishes to expand its Mobile Field Force Unit (MFF) which responds incidents of civil disorder, mass arrest, unlawful and lawful assemblies/protests, prolonged SWAT calls, large crowds which have the possibility to devolve into situations dangerous to persons or property, and any other situation and/or special assignment that may go beyond the capability of patrol units to handle; and

WHEREAS, the Police Chief has determined to assign four De Pere officers to the MFF; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Police Chief is authorized and directed to execute the attached Mobile Field Force Unit Memorandum of Understanding, subject to changes as deemed necessary by the City Attorney, together with subsequent renewals thereof provided the same is upon substantively same or similar terms and conditions.

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 20th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso15-120 (4079 : Resolution #15-120, Mobile Field Force Participation)

WHEREAS, Brown County, the City of De Pere, and the Village of Ashwaubenon, all of Wisconsin, hereinafter referred to as the parties hereto, desire to enter into an agreement relative to providing for an effective county-wide Mobile Field Force Unit (MFF) capable of responding to the following types of incidents: civil disorder, mass arrest, unlawful and lawful assemblies/protests, prolonged SWAT calls or large crowds which have the possibility to devolve into situations dangerous to persons or property, and any other situation and/or special assignment that may go beyond the capability of patrol units to handle.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, it is agreed by the parties hereto as follows:

1. DESIGNATION OF LEAD AGENCY

The Brown County Sheriff's Office is designated as the lead agency for the Brown County Sheriff's Mobile Field Force Unit.

2. ESTABLISHMENT OF OVERSIGHT

The Sheriff, or his/her designee, shall be responsible for oversight of the unit.

3. STATEMENT OF FUNCTION OR MISSION OF THE MOBILE FIELD FORCE UNIT

The BCSO MFF exists for the purpose of maintaining safety of persons and property, protecting people's rights guaranteed by the US constitution, and providing effective law enforcement services during; civil disorder, mass arrest, unlawful and lawful assemblies/protests, prolonged SWAT calls or large crowds which have the possibility to devolve into situations dangerous to persons or property, and any other situation and/or special assignment that may go beyond the capability of patrol units to handle.

4. STATEMENT OF ARREST POWER AUTHORITY

Personnel assigned to the BCSO MFF from the agencies of De Pere and Ashwaubenon will have the authority to arrest outside of their jurisdiction due to the signed deputization agreement with the Brown County Sheriff's Office.

5. METHOD OF PAYMENT OF SALARIES AND BENEFITS TO TASK FORCE MEMBERS

Personnel assigned to the BCSO MFF shall either be employed by Brown County or one of the other member organizations of the BCSO MFF. De Pere, and/or Ashwaubenon, while working as a Brown County Sheriff's Office MFF member, shall remain a De Pere or Ashwaubenon employee at all times as will Brown County Sheriff's Deputies. All wages, salaries, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contribution or benefits and workers compensation benefits will be those approved by the officer's employing agency and labor agreements. De Pere and

Ashwaubenon employees will be selected for the BCSO MFF by a process determined by each respective agency. Final appointment of selected employees to the BCSO MFF will be determined by the Brown County Sheriff and/or his/her designee.

6. MOBILE FIELD FORCE UNIT CHAIN OF COMMAND

All officers and other employees of BCSO MFF shall be under the supervision of the MFF unit supervisor who may in his discretion delegate authority to any officer, when the Brown County Sheriff's Office MFF Unit is activated. All personnel assigned to BCSO MFF shall be directly responsible to the MFF unit supervisor or his delegate and the respective parties assigning said personnel shall retain no control over said personnel's duties.

7. PLANS FOR TRAINING OF PERSONNEL

Training for all personnel assigned to the BCSO MFF shall be accomplished under the direction of the unit supervisor. The unit will conduct training sessions officers need to attend with the understanding of staffing and other issues that may impact attendance but officers should make every effort to attend training. Training absences will be reviewed by the supervisor of the unit and failure to attend training may result in their removal from the unit. All training records will be maintained by the training section at the Brown County Sheriff's Office.

8. METHOD OF PAYMENT OF EXPENSES FOR ITEMS SUCH AS: WEAPONS, HELMETS, TACTICAL VESTS, TRAINING, ETC.

It is understood that each member agency of the BCSO MFF, the County of Brown, the City of De Pere and the Village of Ashwaubenon will pay all expenses incurred from purchasing and maintaining individual equipment to include, not limited to: department issued handguns, tactical vests, respirators, helmets, etc.

9. ANY OTHER PROVISIONS THAT ENSURE COOPERATION AND EFFECTIVE COORDINATION

It is understood by all parties that:

The intent by any party to withdraw from this Agreement for the next immediate annual period will be so indicated in writing by the intending party. "Annual period" is that period beginning January 1 and ending December 31. Such written notification will be delivered by the intending party to the Brown County Sheriff no later than the fifteenth day of September.

10. SUPERVISION AND UTILIZATION OF MOBILE FIELD FORCE OFFICERS WHEN THE BROWN COUNTY MOBILE FIELD FORCE UNIT IS NOT ACTIVATED

De Pere and Ashwaubenon may utilize their own officers, detached from the BCSO MFF for any incident, including civil disturbance and similar type incidents, within their jurisdictions as determined by the individual agency head. Actions conducted under this paragraph shall be supervised by each respective agency and do not fall under the responsibility of Brown County as outlined in paragraph 6.

IN WITNESS WHEREOF, the parties hereunto set their hands to this Brown County Sheriff's Office Emergency Response Unit Intergovernmental Agreement on this ____ day of October, 2015.

BY: _____
Brown County Sheriff
COUNTY OF BROWN, WISCONSIN

BY: _____
Chief of Police
CITY OF DE PERE, WISCONSIN

BY: _____
Director of Public Safety
VILLAGE OF ASHWAUBENON, WISCONSIN

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: October 20, 2015

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Resolution #15-121, Authorizing Agreement for Consulting Services
Between the City of De Pere and Springsted, Inc. (Tax Increment
Financing District #10 Amendment).

ATTACHMENTS:

- Reso15-121 (DOCX)

RESOLUTION #15-121

AUTHORIZING AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF DE PERE AND SPRINGSTED INCORPORATED
(Tax Increment Financing District #10 Amendment)

WHEREAS, the City has learned that expansion of the Belmark Inc. headquarters, an approximate \$13 million dollar investment, will occur at the De Pere headquarters; and

WHEREAS, this expansion in De Pere is predicated upon the City amending the project plan and boundary of existing Tax Increment Financing District #10 (TID #10) to include Belmark Inc. properties and this expansion project; and

WHEREAS, the City wishes to engage Springsted Incorporated to complete the TID#10 project plan and boundary amendment.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute such Agreement with Springsted Incorporated as is approved by the City Attorney for the TID #10 project plan and boundary amendment.

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 20th day of October, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-121 (4086 : Resolution #15-121)

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

MEETING DATE: **October 20, 2015**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Shana Defnet**

SUBJECT: **Voucher Approval.**

ATTACHMENTS:

- 10-20-15 VOUCHERS (PDF)

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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
0001	A1 ELEVATOR CORP							
	I-8650	A1 ELEVATOR CORP	R	10/20/2015		123.60CR	076502	
	I-8651	A1 ELEVATOR CORP	R	10/20/2015		157.50CR	076502	281.10
6426	ACL							
	I-201509-0	ACL	R	10/20/2015		67.00CR	076503	67.00
7262	ADVANTAGE POLICE SUPPLY INC.							
	I-15-1008	ADVANTAGE POLICE SUPPLY INC.	R	10/20/2015		1,985.00CR	076504	1,985.00
2982	ALL CITY COMMUNICATIONS							
	I-4699567-100115	ALL CITY COMMUNICATIONS	R	10/20/2015		177.36CR	076505	177.36
0849	AMBROSIUS CONCRETE SUPPLIES INC							
	I-327476	AMBROSIUS CONCRETE SUPPLIES IN	R	10/20/2015		35.05CR	076506	
	I-328070	AMBROSIUS CONCRETE SUPPLIES IN	R	10/20/2015		236.00CR	076506	
	I-328354	AMBROSIUS CONCRETE SUPPLIES IN	R	10/20/2015		13.60CR	076506	284.65
2878	ARING EQUIPMENT CO INC							
	I-C34028	ARING EQUIPMENT CO INC	R	10/20/2015		1,763.76CR	076507	1,763.76
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000063103	BADGER LABORATORIES & ENGINEER	R	10/20/2015		80.00CR	076508	80.00
0020	BADGERLAND PRINTING INC							
	I-26516	BADGERLAND PRINTING INC	R	10/20/2015		138.00CR	076509	138.00
7259	PAUL BARANEK							
	I-201510145189	PAUL BARANEK	R	10/20/2015		2,125.00CR	076510	2,125.00
0023	BATTERIES PLUS LLC							
	I-501-470809	BATTERIES PLUS LLC	R	10/20/2015		273.45CR	076511	
	I-501-470891	BATTERIES PLUS LLC	R	10/20/2015		82.91CR	076511	356.36
0027	BAY TOWEL INC							
	I-2052286	BAY TOWEL INC	R	10/20/2015		39.28CR	076512	
	I-2054322	BAY TOWEL INC	R	10/20/2015		128.32CR	076512	
	I-2055997	BAY TOWEL INC	R	10/20/2015		44.02CR	076512	
	I-2055998	BAY TOWEL INC	R	10/20/2015		74.02CR	076512	
	I-2059556	BAY TOWEL INC	R	10/20/2015		44.02CR	076512	
	I-2059557	BAY TOWEL INC	R	10/20/2015		72.41CR	076512	
	I-2061642	BAY TOWEL INC	R	10/20/2015		128.32CR	076512	530.39

Attachment: 10-20-15 VOUCHERS (4076 : Voucher Approval.)

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PACKET: 04932 OCT 2015 COUNCIL - 2 10-20-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0025	BAYCOM INC							
	I-166590	BAYCOM INC	R	10/20/2015		82.50CR	076513	
	I-98537	BAYCOM INC	R	10/20/2015		218.00CR	076513	300.50
2944	BROWN COUNTY JAIL							
	I-201510145202	BROWN COUNTY JAIL	R	10/20/2015		240.00CR	076514	240.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-29152	BROWN COUNTY PORT SOLID WASTE	R	10/20/2015		26,830.33CR	076515	26,830.33
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201510145190	BROWN COUNTY REGISTER OF DEEDS	R	10/20/2015		273.00CR	076516	273.00
2984	BROWN COUNTY TREASURER							
	I-2015-00000019	BROWN COUNTY TREASURER	R	10/20/2015		1,815.12CR	076517	1,815.12
5640	BROWNELLS INC							
	I-11707852.00	BROWNELLS INC	R	10/20/2015		43.03CR	076518	43.03
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	C-3712	BRUCE MUNICIPAL EQUIPMENT INC	R	10/20/2015		81.33	076519	
	C-3713	BRUCE MUNICIPAL EQUIPMENT INC	R	10/20/2015		9.41	076519	
	I-5152959	BRUCE MUNICIPAL EQUIPMENT INC	R	10/20/2015		78.45CR	076519	
	I-5152964	BRUCE MUNICIPAL EQUIPMENT INC	R	10/20/2015		1,662.00CR	076519	
	I-5152978	BRUCE MUNICIPAL EQUIPMENT INC	R	10/20/2015		42.48CR	076519	
	I-5153001	BRUCE MUNICIPAL EQUIPMENT INC	R	10/20/2015		25.15CR	076519	1,717.34
0115	CARQUEST AUTO PARTS LLC							
	I-6339-212654	CARQUEST AUTO PARTS LLC	R	10/20/2015		24.20CR	076520	24.20
0536	CDW GOVERNMENT INC							
	C-ZF15256	CDW GOVERNMENT INC	R	10/20/2015		426.18	076521	
	I-XZ48511	CDW GOVERNMENT INC	R	10/20/2015		426.18CR	076521	
	I-ZC38784	CDW GOVERNMENT INC	R	10/20/2015		71.03CR	076521	
	I-ZC39467	CDW GOVERNMENT INC	R	10/20/2015		308.60CR	076521	
	I-ZD57705	CDW GOVERNMENT INC	R	10/20/2015		98.92CR	076521	
	I-ZD87298	CDW GOVERNMENT INC	R	10/20/2015		2,782.14CR	076521	
	I-ZK51016	CDW GOVERNMENT INC	R	10/20/2015		18.39CR	076521	
	I-ZK69170	CDW GOVERNMENT INC	R	10/20/2015		252.19CR	076521	
	I-ZL87542	CDW GOVERNMENT INC	R	10/20/2015		40.92CR	076521	3,572.19
2708	CLEANING SOLUTION SERVICES INC							
	I-10879	CLEANING SOLUTION SERVICES INC	R	10/20/2015		1,732.00CR	076522	
	I-10908	CLEANING SOLUTION SERVICES INC	R	10/20/2015		375.00CR	076522	
	I-10954	CLEANING SOLUTION SERVICES INC	R	10/20/2015		90.00CR	076522	2,197.00

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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
6414	COMMUNICATIONS ENGINEERING CO							
	I-BILL190135	COMMUNICATIONS ENGINEERING CO	R	10/20/2015		478.00CR	076523	478.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-201510145191	COUNTRY VISIONS COOPERATIVE	R	10/20/2015		35.00CR	076524	
	I-201510145192	COUNTRY VISIONS COOPERATIVE	R	10/20/2015		74.85CR	076524	109.85
0998	DE PERE RAPIDES YOUTH SOCCOR CLUB							
	I-201510145193	DE PERE RAPIDES YOUTH SOCCOR C	R	10/20/2015		2,010.00CR	076525	2,010.00
6946	DEAN ENTERPRISES LLC							
	I-D-311173	DEAN ENTERPRISES LLC	R	10/20/2015		70.00CR	076526	70.00
2624	DECKER SUPPLY CO							
	I-888805	DECKER SUPPLY CO	R	10/20/2015		1,240.00CR	076527	1,240.00
6369	DICK'S GUN SHOP INC							
	I-4846	DICK'S GUN SHOP INC	R	10/20/2015		2,250.00CR	076528	2,250.00
0075	DIGGERS HOTLINE INC							
	I-150 9 36401	DIGGERS HOTLINE INC	R	10/20/2015		573.66CR	076529	
	I-150 9 36402	DIGGERS HOTLINE INC	R	10/20/2015		85.26CR	076529	658.92
3782	EMBLEM ENTERPRISES INC							
	I-628179	EMBLEM ENTERPRISES INC	R	10/20/2015		426.17CR	076530	426.17
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1770089	EMERGENCY MEDICAL PRODUCTS INC	R	10/20/2015		176.75CR	076531	176.75
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-0915-6630	EMPLOYEE RESOURCE CENTER INC	R	10/20/2015		345.00CR	076532	345.00
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201510145194	EMS MEDICAL BILLING ASSOC LLC	R	10/20/2015		4,144.78CR	076533	4,144.78
0331	FERGUSON WATERWORKS #1476 INC							
	I-182886	FERGUSON WATERWORKS #1476 INC	R	10/20/2015		633.30CR	076534	633.30
6654	FLEETPRIDE							
	I-72447142	FLEETPRIDE	R	10/20/2015		156.54CR	076535	156.54
0105	FOX SPECIALITY COMPANY							
	I-31541	FOX SPECIALITY COMPANY	R	10/20/2015		110.49CR	076536	110.49

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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
0562	GALL'S INC							
	I-4097694	GALL'S INC	R	10/20/2015		176.54CR	076537	
	I-4138260	GALL'S INC	R	10/20/2015		98.87CR	076537	
	I-4144193	GALL'S INC	R	10/20/2015		288.98CR	076537	564.39
1891	GANNETT WI MEDIA							
	I-9275172	GANNETT WI MEDIA	R	10/20/2015		275.80CR	076538	275.80
0111	GAT SUPPLY INC							
	I-291032-1	GAT SUPPLY INC	R	10/20/2015		20.29CR	076539	20.29
7253	GIANT MAINTENANCE & RESTORATION INC.							
	I-3804	GIANT MAINTENANCE & RESTORATIO	R	10/20/2015		4,780.45CR	076540	4,780.45
2544	GLOBAL RECOGNITION INC							
	I-151535	GLOBAL RECOGNITION INC	R	10/20/2015		52.00CR	076541	
	I-151782	GLOBAL RECOGNITION INC	R	10/20/2015		4.00CR	076541	56.00
6923	GORDON FLESCH COMPANY INC.							
	I-IN11319141	GORDON FLESCH COMPANY INC.	R	10/20/2015		106.00CR	076542	106.00
0116	GRAINGER INC							
	I-9833408033	GRAINGER INC	R	10/20/2015		21.66CR	076543	
	I-9855337508	GRAINGER INC	R	10/20/2015		28.60CR	076543	50.26
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-980908716	GRAYBAR ELECTRIC COMPANY INC	R	10/20/2015		79.47CR	076544	79.47
0446	HAWKINS INC							
	I-3783246 RI	HAWKINS INC	R	10/20/2015		604.64CR	076545	604.64
3521	HD SUPPLY WATERWORKS LTD							
	I-E418763	HD SUPPLY WATERWORKS LTD	R	10/20/2015		127,926.00CR	076546	
	I-E536900	HD SUPPLY WATERWORKS LTD	R	10/20/2015		3,662.36CR	076546	
	I-E555561	HD SUPPLY WATERWORKS LTD	R	10/20/2015		795.83CR	076546	
	I-E567536	HD SUPPLY WATERWORKS LTD	R	10/20/2015		2,827.98CR	076546	135,212.17
5674	HOME TEAM SPORTS & APPAREL INC							
	I-24577	HOME TEAM SPORTS & APPAREL INC	R	10/20/2015		48.00CR	076547	
	I-24620	HOME TEAM SPORTS & APPAREL INC	R	10/20/2015		96.00CR	076547	
	I-24646	HOME TEAM SPORTS & APPAREL INC	R	10/20/2015		77.00CR	076547	221.00

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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
5484	HYDROCORP INC							
	I-36846-IN	HYDROCORP INC	R	10/20/2015		2,876.00CR	076548	
	I-36967-IN	HYDROCORP INC	R	10/20/2015		3,325.00CR	076548	
	I-37008-IN	HYDROCORP INC	R	10/20/2015		3,600.00CR	076548	9,801.00
6886	IMMIXTECHNOLOGY INC.							
	I-GS-35F-0265X	IMMIXTECHNOLOGY INC.	R	10/20/2015		1,709.65CR	076549	1,709.65
1399	INDOFF INC							
	C-2698385	INDOFF INC	R	10/20/2015		17.98	076550	
	I-2691694	INDOFF INC	R	10/20/2015		199.80CR	076550	
	I-2693480	INDOFF INC	R	10/20/2015		13.95CR	076550	
	I-2693962	INDOFF INC	R	10/20/2015		246.26CR	076550	
	I-2693964	INDOFF INC	R	10/20/2015		64.59CR	076550	
	I-2694841	INDOFF INC	R	10/20/2015		29.75CR	076550	
	I-2695103	INDOFF INC	R	10/20/2015		647.01CR	076550	
	I-2696308	INDOFF INC	R	10/20/2015		208.43CR	076550	
	I-2697028	INDOFF INC	R	10/20/2015		43.88CR	076550	
	I-2697760	INDOFF INC	R	10/20/2015		12.75CR	076550	
	I-2698387	INDOFF INC	R	10/20/2015		299.95CR	076550	1,748.39
2602	JOSSART BROTHERS INC							
	I-JB163	JOSSART BROTHERS INC	R	10/20/2015		1,168.69CR	076551	1,168.69
1276	JX ENTERPRISES INC							
	C-D-252470151	JX ENTERPRISES INC	R	10/20/2015		361.11	076552	
	C-D-252660117	JX ENTERPRISES INC	R	10/20/2015		64.27	076552	
	C-D-252660118	JX ENTERPRISES INC	R	10/20/2015		26.96	076552	
	I-D-252510022	JX ENTERPRISES INC	R	10/20/2015		42.74CR	076552	
	I-D-252590084	JX ENTERPRISES INC	R	10/20/2015		64.64CR	076552	
	I-D-252600013	JX ENTERPRISES INC	R	10/20/2015		27.11CR	076552	
	I-D-252650006	JX ENTERPRISES INC	R	10/20/2015		5.59CR	076552	
	I-D-252660123	JX ENTERPRISES INC	R	10/20/2015		82.15CR	076552	
	I-D-252660130	JX ENTERPRISES INC	R	10/20/2015		9.90CR	076552	
	I-D-252680026	JX ENTERPRISES INC	R	10/20/2015		63.48CR	076552	
	I-D-252710071	JX ENTERPRISES INC	R	10/20/2015		11.18CR	076552	
	I-D-252720089	JX ENTERPRISES INC	R	10/20/2015		40.00CR	076552	
	I-D-252790035	JX ENTERPRISES INC	R	10/20/2015		55.21CR	076552	
	I-D-252820105	JX ENTERPRISES INC	R	10/20/2015		107.08CR	076552	56.74
VOID	VOID CHECK		V	10/20/2015			076553	**VOID**

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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
3140	KUNDINGER FLUID POWER INC							
	I-50351450	KUNDINGER FLUID POWER INC	R	10/20/2015		785.36CR	076554	785.36
5786	LEE, CINDY							
	I-201510145195	LEE, CINDY	R	10/20/2015		135.52CR	076555	135.52
0159	LEXIS NEXIS INC							
	I-1509251651	LEXIS NEXIS INC	R	10/20/2015		214.00CR	076556	214.00
0165	MARTELL CONSTRUCTION INC							
	I-15-05 (4)	MARTELL CONSTRUCTION INC	R	10/20/2015		84,725.05CR	076557	84,725.05
2713	MAU & ASSOCIATES							
	I-23038	MAU & ASSOCIATES	R	10/20/2015		1,270.00CR	076558	1,270.00
0169	MC MONAGLE LUMBER CO INC							
	I-57703	MC MONAGLE LUMBER CO INC	R	10/20/2015		67.38CR	076559	67.38
0163	MCC INC							
	I-15-07 (3)	MCC INC	R	10/20/2015		307,981.10CR	076560	
	I-66981	MCC INC	R	10/20/2015		825.00CR	076560	
	I-70008	MCC INC	R	10/20/2015		200.00CR	076560	309,006.10
7260	MCDONOUGH, DOUGLAS							
	I-201510145196	MCDONOUGH, DOUGLAS	R	10/20/2015		150.00CR	076561	150.00
0173	MENARDS INC							
	I-70831	MENARDS INC	R	10/20/2015		31.62CR	076562	
	I-70957	MENARDS INC	R	10/20/2015		39.99CR	076562	
	I-71205	MENARDS INC	R	10/20/2015		9.98CR	076562	
	I-71244	MENARDS INC	R	10/20/2015		49.05CR	076562	
	I-71248	MENARDS INC	R	10/20/2015		19.60CR	076562	
	I-71371	MENARDS INC	R	10/20/2015		48.67CR	076562	
	I-71377	MENARDS INC	R	10/20/2015		109.91CR	076562	
	I-71605	MENARDS INC	R	10/20/2015		6.60CR	076562	
	I-71676	MENARDS INC	R	10/20/2015		44.55CR	076562	
	I-71690	MENARDS INC	R	10/20/2015		116.81CR	076562	
	I-71845	MENARDS INC	R	10/20/2015		12.66CR	076562	489.44
1475	MUNICIPAL CODE CORP							
	I-261459	MUNICIPAL CODE CORP	R	10/20/2015		650.00CR	076563	650.00

Attachment: 10-20-15 VOUCHERS (4076 : Voucher Approval.)

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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
0076	NASSCO INC							
	I-S1959223.001	NASSCO INC	R	10/20/2015		173.13CR	076564	173.13
7261	NATIONAL TRUST FOR HISTORIC PRESERVATION							
	I-201510145197	NATIONAL TRUST FOR HISTORIC PR	R	10/20/2015		20.00CR	076565	20.00
3191	NIELSON COMMUNICATIONS INC							
	I-AT102014	NIELSON COMMUNICATIONS INC	R	10/20/2015		49.90CR	076566	49.90
0531	NORTHEAST AUTO PARTS INC							
	I-305175	NORTHEAST AUTO PARTS INC	R	10/20/2015		6.49CR	076567	
	I-305189	NORTHEAST AUTO PARTS INC	R	10/20/2015		41.22CR	076567	
	I-305243	NORTHEAST AUTO PARTS INC	R	10/20/2015		40.47CR	076567	
	I-305246	NORTHEAST AUTO PARTS INC	R	10/20/2015		29.21CR	076567	
	I-305253	NORTHEAST AUTO PARTS INC	R	10/20/2015		46.81CR	076567	
	I-305256	NORTHEAST AUTO PARTS INC	R	10/20/2015		3.49CR	076567	
	I-305387	NORTHEAST AUTO PARTS INC	R	10/20/2015		61.49CR	076567	
	I-305392	NORTHEAST AUTO PARTS INC	R	10/20/2015		59.36CR	076567	
	I-305446	NORTHEAST AUTO PARTS INC	R	10/20/2015		37.98CR	076567	
	I-305481	NORTHEAST AUTO PARTS INC	R	10/20/2015		37.98CR	076567	364.50
5433	NORTHEAST WI TECH COLLEGE							
	I-CS28058	NORTHEAST WI TECH COLLEGE	R	10/20/2015		520.00CR	076568	520.00
0187	NSIGHT TELS SERVICES							
	I-201510145198	NSIGHT TELS SERVICES	R	10/20/2015		64.40CR	076569	64.40
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-162243	OSHKOSH FIRE & POLICE EQUIPMEN	R	10/20/2015		54.99CR	076570	
	I-162275	OSHKOSH FIRE & POLICE EQUIPMEN	R	10/20/2015		73.00CR	076570	
	I-162373	OSHKOSH FIRE & POLICE EQUIPMEN	R	10/20/2015		2,008.00CR	076570	2,135.99
5222	P J KORTENS & CO INC							
	I-10017940	P J KORTENS & CO INC	R	10/20/2015		765.00CR	076571	765.00
0499	PACK AND SHIP LLC							
	I-201510145199	PACK AND SHIP LLC	R	10/20/2015		24.66CR	076572	24.66
0197	PACKER CITY INTERNATIONAL INC							
	I-X101030458:01	PACKER CITY INTERNATIONAL INC	R	10/20/2015		17.88CR	076573	17.88
0588	PERFORMA INC.							
	I-11555	PERFORMA INC.	R	10/20/2015		5,026.09CR	076574	5,026.09

Attachment: 10-20-15 VOUCHERS (4076 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-120856	PETROLEUM EQUIP SERVICE OF WI	R	10/20/2015		332.00CR	076575	
	I-120857	PETROLEUM EQUIP SERVICE OF WI	R	10/20/2015		730.00CR	076575	
	I-120872	PETROLEUM EQUIP SERVICE OF WI	R	10/20/2015		459.41CR	076575	
	I-120915	PETROLEUM EQUIP SERVICE OF WI	R	10/20/2015		195.00CR	076575	1,716.41
6753	PIONEER MANUFACTURING CO.							
	I-INV575066	PIONEER MANUFACTURING CO.	R	10/20/2015		1,064.00CR	076576	1,064.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-59814	PM SUPPLY - WRIGHT INDUSTRIAL	R	10/20/2015		210.58CR	076577	210.58
0208	POMP'S TIRE SERVICE INC							
	I-90026800	POMP'S TIRE SERVICE INC	R	10/20/2015		33.45CR	076578	
	I-90026844	POMP'S TIRE SERVICE INC	R	10/20/2015		30.00CR	076578	63.45
1701	PRAXAIR DISTRIBUTION INC							
	I-53840664	PRAXAIR DISTRIBUTION INC	R	10/20/2015		46.20CR	076579	
	I-53908598	PRAXAIR DISTRIBUTION INC	R	10/20/2015		220.08CR	076579	
	I-53908599	PRAXAIR DISTRIBUTION INC	R	10/20/2015		49.60CR	076579	315.88
1246	PREVEA WORKMED INC							
	I-97578	PREVEA WORKMED INC	R	10/20/2015		413.50CR	076580	
	I-97717	PREVEA WORKMED INC	R	10/20/2015		38.85CR	076580	452.35
7070	PRO ONE PROPERTY SERVICES							
	I-1245	PRO ONE PROPERTY SERVICES	R	10/20/2015		150.00CR	076581	150.00
5973	RAE-COR DISTRIBUTING INC							
	I-62012	RAE-COR DISTRIBUTING INC	R	10/20/2015		76.92CR	076582	76.92
1434	PAULA RAHN							
	I-201510145200	PAULA RAHN	R	10/20/2015		138.88CR	076583	138.88
7217	RAILWORKS TRACK SYSTEMS INC.							
	I-103560	RAILWORKS TRACK SYSTEMS INC.	R	10/20/2015		375.00CR	076584	375.00
0227	REINDERS INC							
	I-1571055-00	REINDERS INC	R	10/20/2015		6,865.97CR	076585	6,865.97
5393	RICOH USA INC.							
	I-5038276132	RICOH USA INC.	R	10/20/2015		290.71CR	076586	290.71

Attachment: 10-20-15 VOUCHERS (4076 : Voucher Approval.)

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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
0235	SAINT VINCENT HOSPITAL							
	I-41890	SAINT VINCENT HOSPITAL	R	10/20/2015		136.13CR	076587	136.13
4875	SANOFI PASTEUR							
	I-905296178	SANOFI PASTEUR	R	10/20/2015		158.81CR	076588	158.81
0406	SIMPLEXGRINNELL INC							
	I-78120792	SIMPLEXGRINNELL INC	R	10/20/2015		1,735.00CR	076589	1,735.00
0999	STAPLES ADVANTAGE							
	I-3278246200	STAPLES ADVANTAGE	R	10/20/2015		9.35CR	076590	
	I-3278532772	STAPLES ADVANTAGE	R	10/20/2015		66.17CR	076590	
	I-3278896353	STAPLES ADVANTAGE	R	10/20/2015		25.83CR	076590	101.35
0255	STELLPLUG LAW SC							
	I-406-01M(237)	STELLPLUG LAW SC	R	10/20/2015		1,241.78CR	076591	1,241.78
1528	TEAM APPAREL & SPECIALTIES INC							
	I-84458	TEAM APPAREL & SPECIALTIES INC	R	10/20/2015		218.22CR	076592	
	I-84459	TEAM APPAREL & SPECIALTIES INC	R	10/20/2015		94.52CR	076592	312.74
1	TISCHER, ELIZABETH							
	I-201510145201	REFUND GARB	R	10/20/2015		30.00CR	076593	30.00
5701	TOTER							
	I-65383943	TOTER	R	10/20/2015		3,935.71CR	076594	
	I-65384682	TOTER	R	10/20/2015		1,907.50CR	076594	5,843.21
0415	TRI CITY GLASS INC							
	I-I04-0904-49131	TRI CITY GLASS INC	R	10/20/2015		116.00CR	076595	116.00
0268	TRUCK EQUIPMENT INC							
	I-658143-00	TRUCK EQUIPMENT INC	R	10/20/2015		9.72CR	076596	
	I-658143-01	TRUCK EQUIPMENT INC	R	10/20/2015		131.72CR	076596	141.44
0272	UNIFORM SHOPPE INC							
	I-247403	UNIFORM SHOPPE INC	R	10/20/2015		47.90CR	076597	
	I-247534	UNIFORM SHOPPE INC	R	10/20/2015		117.85CR	076597	
	I-247544	UNIFORM SHOPPE INC	R	10/20/2015		139.85CR	076597	
	I-247809	UNIFORM SHOPPE INC	R	10/20/2015		62.95CR	076597	
	I-247909	UNIFORM SHOPPE INC	R	10/20/2015		56.95CR	076597	
	I-247910	UNIFORM SHOPPE INC	R	10/20/2015		259.00CR	076597	
	I-247933	UNIFORM SHOPPE INC	R	10/20/2015		54.95CR	076597	739.45

Attachment: 10-20-15 VOUCHERS (4076 : Voucher Approval.)

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PACKET: 04932 OCT 2015 COUNCIL - 2 10-20-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
7015	US BANK EQUIPMENT FINANCE							
	I-288822729	US BANK EQUIPMENT FINANCE	R	10/20/2015		207.50CR	076598	207.50
0620	VALLEY RADIATOR INC							
	I-26976	VALLEY RADIATOR INC	R	10/20/2015		45.00CR	076599	45.00
3707	VIKING ELECTRIC SUPPLY							
	I-9344495	VIKING ELECTRIC SUPPLY	R	10/20/2015		1,845.00CR	076600	1,845.00
0426	WERNER ELECTRIC SUPPLY							
	I-S4599455.001	WERNER ELECTRIC SUPPLY	R	10/20/2015		26.13CR	076601	26.13

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	99	0.00	645,120.16	645,120.16
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	100	0.00	645,120.16	645,120.16

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 10-20-15 VOUCHERS (4076 : Voucher Approval.)

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PACKET: 04932 OCT 2015 COUNCIL - 2 10-20-15

VENDOR SET: 01

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT

100	10/2015	90,441.36CR
201	10/2015	420.73CR
208	10/2015	164.44CR
209	10/2015	99.15CR
260	10/2015	30.00CR
405	10/2015	394,010.75CR
425	10/2015	2,125.00CR
460	10/2015	1,798.00CR
601	10/2015	153,675.45CR
650	10/2015	2,355.28CR
=====		
ALL		645,120.16CR

Attachment: 10-20-15 VOUCHERS (4076 : Voucher Approval.)

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

MEETING DATE: **October 20, 2015**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Vicki Scray**

SUBJECT: **Operator Licenses.**

ATTACHMENTS:

- 10-20-15 Operator License List.pdf (PDF)

CITY OF DE PERE - October 20, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	MAUS, LAURA A.	432 LANDE ST.	DE PERE	WI	54115
2	SCHNESE, RYAN S.	2744 VAN BEEK RD.	GREEN BAY	WI	54311
3	WILHITE, ERIC R.	126 ACREVIEW DR.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	DECUR, SHAWN L.	2247 ALLOUEZ AVE.	GREEN BAY	WI	54311
2	FAULKS, ZACHARIAH J.	1983 SWAN RD., APT. 811	DE PERE	WI	54115
3	KNAPP, KATIE M.	1581 CYPRESS RD., #3	DE PERE	WI	54115
4	KOHLWEY, ZACK A.	621 SHADY RIDGE CT.	GRAFTON	WI	53024
5	LAUBUGE, MORGAN J.	1395 GRIGNON ST.	GREEN BAY	WI	54301
6	RICKE, ASHLEY N.	218 S. BUCHANAN ST.	GREEN BAY	WI	54303
7	SHOOKMAN, KAREN J.	1271 BLUE RIDGE DR.	GREEN BAY	WI	54304
8	TEWS, ELIZABETH A.	100 GRANT ST.	DE PERE	WI	54115
9	VOBORA, REBECCA L.	701 1/2 DODGE ST.	KAUKAUNA	WI	54130
10	WALENTOWSKI II, PHILLIP A.	24 WENDY WAY	MENASHA	WI	54952
11	WOOD, SAMANTHA J.	1581 CYPRESS RD.	DE PERE	WI	54115