



Common Council

Regular Meeting

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

Agenda

Tuesday, September 20, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **September 20, 2016** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the September 6, 2016 Common Council Meeting.
4. Public Hearing to act on the repeal and recreation of Chapter 42, De Pere Municipal Code regarding Construction Site Erosion Control Zoning regulation under Wis. Stats. §62.234.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #16-19, Repealing and Recreating Chapter 42- Construction Site Erosion Control Zoning.
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendation from the Board of Public Works to Reject the Bids for Project 16-20 Dumpster Enclosure Construction.
7. Recommendation from the License Committee on an application for a Class "A" Beer and "Class A" Liquor License for The Shinery LLC (DBA The Shinery), 327 Main Av, De Pere, WI. Submitted by The Shinery LLC, Agent: Elizabeth Reissmann, 5091 Pumpkin Ct, Larsen, WI.
8. Ordinance #16-20, Amending Section 13-7(a) De Pere Municipal Code Regarding Non-Assessable Public Infrastructure Improvements
9. Ordinance #16-21 Amending §7-2 De Pere Municipal Code Regarding Liquor Licensing and Fees.
10. Resolution #16-96, Authorizing Agreement Regarding the Sale and Purchase of Certain Business Property Between the City of De Pere and Paroubek Holdings, LLC (Part of Parcel ED-F0081-2).
11. Resolution #16-97, Authorizing Consultant Agreement Between the City of De Pere and Graef-USA, Inc. (Storm Water Management Planning).

12. Resolution #16-98, A Resolution Authorizing and Providing for the Sale and Issuance of \$7,985,000* General Obligation Promissory Notes, Series 2016A, and All Related Details.
13. Resolution #16-99, A Resolution Authorizing and Providing for the Sale and Issuance of \$890,000* Taxable General Obligation Promissory Notes, Series 2016B, and All Related Details.
14. Resolution #16-100, Authorizing Health Risk Assessment Services Agreement Between the City of De Pere and Bellin Memorial Hospital, Inc. D/B/A Occupational Health Solutions ("Bellin") (Health Risk Assessments for Health Plan Participants).
15. Resolution #16-101, Authorizing Proposal/Contract Agreement for Antennas Between the City of De Pere and Dixon Engineering, Inc. (T-Mobile Upgrade - Merrill Street Water Tower).
16. Resolution #16-102, Authorizing Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (9th Street Reservoir Maintenance & Repair).
17. Resolution #16-103, Authorizing Exchange of Polycarts Without Fee to Comply with Polycart Collection Limits Effective 6/1/2017.
18. Approve Emergency Contingency Fund for Repair of VFW Pool.
19. Appointments to the Board of Review.
20. Voucher Approval.
21. Operator License Applications.
22. Future agenda items.
23. 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
Elizabeth Reissmann
Mike Paroubek, Paroubek Insurance

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

MEETING DATE: September 20, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the September 6, 2016 Common Council Meeting.

ATTACHMENTS:

- 9-06-16 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, September 6, 2016

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on September 6, 2016 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the August 16, 2016 Common Council Meeting.

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

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

Alderman Jennings announced that residents can request a tree for their terrace between now and September 23rd; residents can contact the City Forester for more information. He wrote an article on tree placement that can be found at his website, www.ryanjennings.us. He also reminded residents that this week is large item pick up.

5. Yearly update by De Pere Beautification Committee.

The Beautification Committee thanked the Mayor and the Common Council, the WOW Volunteers, the De Pere Woman's Club, the City of De Pere employees (specifically Don Melichar and Scott Thoresen), Definitely De Pere, and businesses, residents, and community organizations for their help. Mayor Walsh thanked the Beautification Committee for all of their efforts made to make the City look great.

6. Recommendation from the Plan Commission to Approve the Final Two-Lot Certified Survey Map at 400 Destiny Drive (Parcel ED-F0081-2). Submitted by: City of De Pere.

Attachment: 9-06-16 Common Council Minutes (5124 : Approval of the Minutes of the September 6, 2016 Common Council Meeting.)

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

7. Recommendation from the Plan Commission to Approve the Extraterritorial Final Four-Lot Certified Survey Map on Wrightstown Road in the Town of Rockland (Parcel R-313). Submitted by: CQM INC.

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

8. Recommendation from Plan Commission to Approve the Extraterritorial Final Plat of Heritage Heights First Addition in the Town of Ledgeview. Submitted by: Mau & Associates.

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

9. Recommendation from the Board of Park Commissioners to approve \$500 donation from Brown County Community Women's Club to Community Center.

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

10. Recommendation for Board of Park Commissioners to accept donation from De Pere Area Men's Club for Senior Picnic.

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

11. Recommendation from the Board of Park Commissioners to approve proposal from Dog Park Committee to donate pet exercise equipment and change dimensions.

Parks Director Marty Kosobucki explained that the long range plan is to reduce the small dog area by half; the back half of the park will be attached to the large part of the dog park that is open for all dogs, large and small.

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

12. Ordinance #16-15, Establishing Salaries For Elected Officials for the City of De Pere (second reading)

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

13. Ordinance #16-17, Amending §7-11 De Pere Municipal Code Regarding Limitations on Class "A" Licenses

Alderperson Crevier asked if there will be remaining limitations on licenses; City Clerk-Treasurer Shana Ledvina explained that only the Class B licenses will remain limited by the state.

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

14. Ordinance #16-18, Amending Chapter 46 De Pere Municipal Code Regarding Extraterritorial Jurisdiction Review

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

15. Resolution #16-94, Authorizing Agreement for Consulting Services Between the City of De Pere and DLZ National, Inc. (Roundabout Construction Cost Estimate)

City Administrator Larry Delo explained that after this is approved, the City will need to determine how to pay for the project. The analysis should be completed soon, but wasn't sure exactly when.

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

16. Resolution #16-95, Authorizing Brown County to Enforce Chapter 26, Brown County Ordinances Relating to Animal Waste Management Within De Pere City Limits

City Attorney Judy Schmidt-Lehman explained that this resolution is the second part of the new agricultural zoning classification that was approved at the last Council meeting; if the City is going to have zoning that allows for livestock we have to have a plan in place for waste and nutrient management. Brown County has a full department that performs those services for many municipalities in the County and we are requesting that they manage this for the City of De Pere with this resolution.

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

17. Voucher Approval.

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

18. Operator License Applications.

CITY OF DE PERE - September 6, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZI
Previously Tabled Operator Licenses					
1	JACKIMOWICZ, COURTNEY L.	3835 EAST RIVER DR #7	GREEN BAY	WI	54
2	MARTINEZ, ROBERTO	510 N. 10TH ST #9	DE PERE	WI	54
New Operator License Applications for the 2016-2018 Licensing Period					
1	BASTIEN, NATALIE M.	1579 ELLIS ST UPPER	GREEN BAY	WI	54
2	BHANDARI, JANARDAN	450 COLLEGE AV #10	DE PERE	WI	54
3	BOWSER, KRISTYN P.	408 ELMORE	GREEN BAY	WI	54
4	CAELWAERTS, WINETTE C.	1901 RIDGEWAY DR #37	DE PERE	WI	54
5	DIXON, ANGELA J.	1696 PRINCETON PL #8	GREEN BAY	WI	54
6	LAWRENCE, LORI A.	1403 CHICAGO ST	DE PERE	WI	54
7	LEICK, CELINA S.	318 BALLARD ST	DE PERE	WI	54
8	MC FARLANE, JAMIE A.	523 MELROSE AV	GREEN BAY	WI	54
9	PAUDEL SUBEDI, BODH	4024 E. BRAEBURN DR	APPLETON	WI	54
10	PHILLIPS, JOSEPH K.	3201 GLENDALE AV	GREEN BAY	WI	54
11	POTVIN, DANIEL J.	852 CENTENNIAL CENTRE BLV #95	ONEIDA	WI	54
12	SUBEDI, MANOJ	4024 E. BRAEBURN DR	APPLETON	WI	54
13	SUICK, SAMUEL J.	W8197 STATE HWY 64	ANTIGO	WI	54
14	VAN VONDEREN, KAITLIN J.	2686 BOXWOOD CI	DE PERE	WI	54

Alderperson Raasch moved, seconded by Alderperson Boyd to deny Previously Tabled Operator License Applications #1 and 2. Upon vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Carpenter to approve Operator License Applications #1-3, 5-9 and 11-14 and to table 4 and 10. Upon vote, motion carried unanimously.

19. Future agenda items.

Alderperson Jennings had a resident contact him about denial of having a tree planted in the terrace in front of his home and asked that we review the city ordinance regarding the placement of trees within the city. This will go to the Park Board for discussion.

20. Adjournment.

Alderperson Raasch moved, seconded by Alderperson Crevier to adjourn the meeting at 7:58 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 20, 2016

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #16-19, Repealing and Recreating Chapter 42-
Construction Site Erosion Control Zoning.

ATTACHMENTS:

- Ord16-19 (DOCX)
- Chapter 42 Ord 2016 Public Hearing Notice (Class 2) (DOCX)
- Mayor PC-Erosion Control 8-22-16-148-003-08 (PDF)
- Chapter_42___CONSTRUCTION_SITE_EROSION_CONTROL_ZONING-redlined (PDF)

ORDINANCE #16-19

REPEALING AND RECREATING CHAPTER 42-
CONSTRUCTION SITE EROSION CONTROL ZONING

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the repeal and recreation of De Pere Municipal Code Chapter 42 - Construction Site Erosion Control Zoning regulation under Wis. Stats. §62.234 and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Class 2 Notice of Public Hearing regarding such proposed repeal and recreation, and pursuant thereto, a public hearing having been held on the 20th day of September, 2016 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. Chapter 42-Construction Site Erosion Control Zoning, is hereby repealed and recreated as follows:

Sec. 42-1. - Authority.

- (a) This chapter is adopted under the authority granted by Wis. Stats. § 62.234. This chapter supersedes all provisions of an ordinance previously enacted under Wis. Stats. § 62.23, that relate to construction site erosion control. Except as otherwise specified in Wis. Stats. § 62.234, Wis. Stats. § 62.23 applies to this chapter and to any amendments to this chapter.
- (b) The provisions of this chapter are deemed not to limit any other lawful regulatory powers of the same governing body.
- (c) The common council hereby designates the building inspector or designee to the administering authority to administer and enforce the provisions of this chapter.
- (d) The requirements of this chapter do not pre-empt more stringent erosion and sediment control requirements that may be imposed by any of the following:
 - (1) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under Wis. Stats. §§ 281.16 and 283.33.
 - (2) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under § NR 151.004, Wis. Adm. Code.

Sec. 42-2. - Findings of fact.

The common council finds that runoff from land disturbing construction activity carries a significant amount of sediment and other pollutants to the waters of the state in the City of De Pere.

Sec. 42-3. - Purpose.

It is the purpose of this chapter to further the maintenance of safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion and sediment discharge; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth, by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land disturbing construction activity to waters of the state in the City of De Pere.

Sec. 42-4. - Applicability and jurisdiction.**(a) Applicability.**

- (1) Except as provided under subsection (2), this chapter applies to the following land disturbing construction activities site as defined under Sec. 42-5:
- (2) This chapter does not apply to the following:
 - a. Transportation facilities, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development.
 - b. A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under chapter 40, Code of Federal Regulations, part 122, for land disturbing construction activity.
 - c. Nonpoint discharges from agricultural activity (facilities and practices).
 - d. Nonpoint discharges from silviculture activities.
 - e. Routine maintenance for project sites that have less than 5 acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.
- (3) Notwithstanding the applicability requirements in paragraph (1), this chapter applies to construction sites of any size that, as determined by the building inspector, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, or that increases water pollution by scouring or the transportation of particulate.

(b) Jurisdiction.

This chapter applies to land disturbing construction activities on lands within the boundaries and jurisdiction of the City of De Pere, as well as the extraterritorial division of land subject to an ordinance enacted pursuant to Wis. Stats. § 236.45(2) and (3).

(c) Exclusions.

This chapter is not applicable to activities conducted by a state agency, as defined under Wis. Stats. § 227.01 (1).

Sec. 42-5. - Definitions.

“Administering authority” means the city building inspector or designee, empowered under Wis. Stats. § 62.234, designated by the City of De Pere to administer this ordinance.

“Agricultural facilities and practices” has the meaning in Wis. Stats. § 281.16(1), as may be amended from time to time.

“Best management practice” or “BMP” means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.

“Business day” means a day the office of the building inspector is routinely and customarily open for business.

“Cease and desist order” means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the building inspector.

“Construction site” means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A long-range planning document that describes separate construction projects, such as a 20-year transportation improvement plan, is not a common plan of development.

“Design storm” means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.

“Division of land” means the creation from one or more parcels or building sites of additional parcels or building sites each in an area where such creation occurs at one time or through the successive partition within a five year period.

“Erosion” means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

“Erosion and sediment control plan” means a comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.

“Extraterritorial” means the unincorporated area within 3 miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.

“Final stabilization” means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established, with a density of at least 70 percent of the cover, for the unpaved areas and areas not covered by permanent structures, or that employ equivalent permanent stabilization measures.

“Governing body” means the Common Council of the City of De Pere.

“Land disturbing construction activity” means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

“Landowner” means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.

“Maximum Extent Practicable” or “MEP” means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this chapter as determined in accordance with 42-6 of this ordinance.

“Performance standard” means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

“Permit” means a written authorization made by the building inspector to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

“Pollutant” has the meaning given in Wis. Stats. § 283.01 (13).

“Pollution” has the meaning given in Wis. Stats. § 281.01 (10).

“Responsible party” means the landowner or any other entity performing services to meet the requirements of this chapter through a contract or other agreement.

“Runoff” means storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

“Sediment” means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.

“Silviculture activity” means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

“Site” means the entire area included in the legal description of the land on which the land disturbing construction activity is proposed in the permit application.

“Stop-work order” means an order issued by the building inspector which requires that all construction activity on the site be stopped.

“Technical standard” means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

“Transportation facility” means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under Wis. Stats. § 85.095(1)(b). “Transportation facility” does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to Wis. Stats. § 281.33.

“Waters of the state” includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

Sec. 42-6. – Applicability of maximum extent practicable.

Maximum extent practicable applies when a person who is subject to a performance standard of this chapter demonstrates to the building inspector’s satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

Sec. 42-7. - Technical standards.

- (a) All BMPs required for compliance with this chapter shall meet the design criteria, standards and specifications based on any of the following:
 - (1) Design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under subchapter V of chapter NR 151, Wis. Adm. Code.

- (2) Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.
- (3) Technical standards and methods approved by the building inspector.

Sec. 42-8. - Performance standards for construction sites under one acre.

- (a) Responsible party. The responsible party shall comply with this section.
- (b) Erosion and sediment control practices. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
 - (1) The deposition of soil from being tracked onto streets by vehicles.
 - (2) The discharge of sediment from disturbed areas into on-site storm water inlets.
 - (3) The discharge of sediment from disturbed areas into adjacent waters of state.
 - (4) The discharge of sediment from drainage ways that flow off the site.
 - (5) The discharge of sediment by dewatering activities.
 - (6) The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
 - (7) The transport by runoff into waters of the state of chemicals, cements, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
- (c) Location. The BMPs shall be located so that treatment occurs prior to runoff entering waters of the state.
- (d) Implementation. The BMPs used to comply with this section shall be implemented as follows:
 - (1) Erosion and sediment control practices shall be constructed or installed before land disturbing constructive activities begin.
 - (2) Erosion and sediment control practices shall be maintained until final stabilization.
 - (3) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
 - (4) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
 - (5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

Sec. 42-9. – Performance standards for construction sites of one acre or more.

- (a) Responsible party. The responsible party shall comply with this section and implement the erosion and sediment control plan developed in accordance with Sec. 42-11.
- (b) Erosion and sediment control plan. A written site-specific erosion and sediment control plan shall be developed in accordance with Sec. 42-11 of this chapter and implemented for each construction site.
- (c) Erosion and other pollutant control requirements. The erosion and sediment control plan requires under sub. (b) shall include the following:
 - (1) Erosion and sediment control practices. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:

- a. The deposition of soil from being tracked onto streets by vehicles.
 - b. The discharge of sediment from disturbed areas into on-site storm water inlets.
 - c. The discharge of sediment from disturbed areas into adjacent waters of the state.
 - d. The discharge of sediment from drainage ways that flow off the site.
 - e. The discharge of sediment by dewatering activities.
 - f. The discharge of sediment eroding from soil stockpiles existing for more than seven (7) days.
 - g. The discharge of sediment from erosive flows at outlets and in downstream channels.
 - h. The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
 - i. The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.
- (2) Sediment performance standards. In addition to the erosion and sediment control practices under par. (1), the following erosion and sediment control practices shall be employed:
- a. BMPs that, by design, discharge no more than five (5) tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.
 - b. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this paragraph. Credit may be given toward meeting the sediment performance standard of this paragraph for limiting the duration or area, or both, of land disturbing construction activity, or for other appropriate mechanisms.
 - c. Notwithstanding sub. a., if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.
- (3) Preventative measures. The erosion and sediment control plan shall incorporate all of the following:
- a. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.
 - b. Minimization of soil compaction and preservation of topsoil.
 - c. Minimization of land disturbing construction activity on slopes of 20 percent or more.
 - d. Development of spill prevention and response procedures.
- (4) Location. The BMPs used to comply with this section shall be located so that treatment occurs before runoff enters waters of the state.
- (d) Implementation. The BMPs used to comply with this section shall be implemented as follows:
- (1) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin in accordance with the erosion and sediment control plan developed in Sec. 42-9(b).
 - (2) Erosion and sediment control practices shall be maintained until final stabilization.

- (3) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
- (4) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
- (5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

Sec. 42-10. - Permitting requirements; procedures and fees.

- (a) Permit required. No responsible party may commence a land disturbing construction activity subject to this chapter without receiving prior approval of an erosion and sediment control plan for the site and a permit from the building inspector.
- (b) Permit application and fees. At least one responsible party desiring to undertake a land disturbing construction activity subject to this chapter shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of section 42-11 and shall pay an application fee to the building inspector in an amount to be determined by resolution of the common council. By submitting an application, the applicant is authorizing the building inspector to enter the site to obtain information required for the review of the erosion and sediment control plan.
- (c) Permit application review and approval. The building inspector shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:
 - (1) Within 20 business days of the receipt of a complete permit application, required by subsection (b), the building inspector shall inform the applicant whether the application and erosion and sediment control plan are approved or disapproved based on the requirements of this chapter.
 - (2) If the permit application and erosion and sediment control plan are approved, the building inspector shall issue the permit.
 - (3) If the permit application or erosion and sediment control plan is disapproved, the building inspector shall state in writing the reasons for disapproval.
 - (4) The building inspector may request additional information from the applicant. If additional information is submitted, the building inspector shall have 20 business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.
 - (5) Failure by the building inspector to inform the permit applicant of a decision within 20 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.
- (d) Surety bond. As a condition of approval and issuance of the permit, the building inspector may require the applicant to deposit a surety bond or irrevocable letter of credit to guarantee a good faith execution of the approved erosion and sediment control plan and any permit conditions.
- (e) Permit requirements. All permits shall require the responsible party to:
 - (1) Notify the building inspector within 48 hours of commencing any land disturbing construction activity.
 - (2) Notify the building inspector of completion of any BMPs within 14 business days after their installation.
 - (3) Obtain permission in writing from the building inspector prior to any modification pursuant to subsection 42-11(c) of the erosion and sediment control plan.
 - (4) Install all BMPs as identified in the approved erosion and sediment control plan.
 - (5) Maintain all road drainage systems, storm water drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.

- (6) Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities and document repairs in a site inspection log.
- (7) Inspect the BMPs within 24 hours after each rain of 0.5 inches or more which results in runoff during active construction periods, and at least once each week. Make needed repairs and install additional BMPs as necessary, and document these activities in an inspection log that also includes the date of inspection, the name of individual who performed the inspection and a description of the present phase of the construction at the site.
- (8) Allow the building inspector to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan. Keep a copy of the erosion and sediment control plan at the construction site.
- (9) The permit applicant shall post the "certificate of permit coverage" in a conspicuous location at the construction site.
- (f) Permit conditions. Permits issued under this section may include conditions established by building inspector in addition to the requirements set forth in subsection (e), where needed to assure compliance with the performance standards in section 42-8 or 42-9.
- (g) Permit duration. Permits issued under this section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The building inspector may grant one or more extensions not to exceed 180 days cumulatively. The building inspector may require additional BMPs as a condition of the extension if they are necessary to meet the requirements of this chapter.
- (h) Maintenance. The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this chapter until the site has undergone final stabilization.

Sec. 42-11. - Erosion and sediment control plan, statement and amendments.

- (a) Erosion and sediment control plan statement. For each construction site identified under subsection 42-4 (a)(3), an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the building inspector. The erosion and sediment control plan statement shall briefly describe the site, the development schedule, and the BMPs that will be used to meet the requirements of the chapter. A site map shall also accompany the erosion and sediment control plan statement.
- (b) Erosion and sediment control plan requirements.
 - (1) An erosion and sediment control plan shall be prepared and submitted to the building inspector.
 - (2) The erosion and sediment control plan shall be designed to meet the performance standards in Sec. 42-8, Sec. 42-9 and other requirements of this ordinance.
 - (3) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:
 - a. Name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates for construction.
 - b. Description of the construction site and the nature of the land disturbing construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5 minute series topographic map.
 - c. Description of the intended sequence of major land disturbing construction activities for major portions of the construction site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping.

Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.

- d. Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land disturbing construction activities.
 - e. Calculations to show the compliance with the performance standard in Sec. 42-9(c)(2) a.
 - f. Existing data describing the surface soil as well as subsoils.
 - g. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.
 - h. Name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic maps.
- (4) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five (5) feet.
- a. Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year flood plains, flood fringes and floodways shall also be shown.
 - b. Boundaries of the construction site.
 - c. Drainage patterns and approximate slopes anticipated after major grading activities.
 - d. Areas of soil disturbance.
 - e. Location of major structural and non-structural controls identified in the erosion and sediment control plan.
 - f. Location of areas where stabilization BMPs will be employed.
 - g. Areas which will be vegetated following land disturbing construction activities.
 - h. Area(s) and location(s) of wetland on the construction site, and locations where storm water is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
 - i. Area(s) used for infiltration of post-construction storm water runoff.
 - j. An alphanumeric or equivalent grid overlying the entire construction site map.
- (5) Each erosion and sediment control plan shall include a description of appropriate control BMPs that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the state. The erosion and sediment control plan shall clearly describe the appropriate erosion and sediment control BMPs for each major land disturbing construction activity and the timing during the period of land disturbing construction activity that the erosion and sediment control BMPs will be implemented. The description of erosion and sediment control BMPs shall include, when appropriate, the following minimum requirements:
- a. Description of interim and permanent stabilization practices, including a BMP implementation schedule. The erosion and sediment control plan shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.
 - b. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the building inspector, structural measures shall be installed on upland soils.

- c. Management of overland flow at all areas of the construction site, unless otherwise controlled by outfall controls.
 - d. Trapping of sediment in channelized flow.
 - e. Staging land disturbing construction activities to limit exposed soil areas subject to erosion.
 - f. Protection of downslope drainage inlets where they occur.
 - g. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
 - h. Clean up of off-site sediment deposits.
 - i. Proper disposal of building and waste material.
 - j. Stabilization of drainage ways.
 - k. Installation of permanent stabilization practices as soon as possible after final grading.
 - l. Minimization of dust to the maximum extent practicable.
- (6) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

Note to users: The erosion and sediment plan requirements of this subsection will meet the erosion control plan requirements of § NR 216.46, Wis. Adm. Code, when prepared in accordance with good engineering practices and the design criteria, standards and specifications published by the Wisconsin Department of Natural Resources under subchapter V of ch. NR 151, Wis. Adm. Code.

- (c) Erosion and sediment control plan amendments. The applicant shall amend the erosion and sediment control plan if any of the following occur:
- (1) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the erosion and sediment control plan.
 - (2) The actions required by the erosion and sediment control plan fail to reduce the impacts of pollutants carried by construction site runoff.
 - (3) The building inspector notifies the applicant of changes needed in the erosion and sediment control plan.

Sec. 42-12. - Fee schedule.

The fees referred to in other sections of this chapter shall be established by resolution of the common council and may from time to time be modified. A schedule of the fees established by the common council shall be available for review in the building inspection office.

Sec. 42-13. - Inspection.

If land disturbing construction activities are being carried out without a permit required by this chapter, the building inspector may enter the land pursuant to the provisions of Wis. Stats. §§ 66.0119(1), (2), and (3).

Sec. 42-14. - Enforcement.

- (a) The building inspector may post a stop-work order if any of the following occurs:
- (1) Any land disturbing construction activity regulated under this chapter is occurring without a permit;

- (2) The erosion and sediment control plan is not being implemented in a good faith manner;
- (3) The conditions of the permit are not being met.
- (b) If the responsible party does not cease activity as required in a stop-work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the building inspector may revoke the permit.
- (c) If the responsible party, where no permit has been issued or the permit has been revoked, does not cease the activity after being notified by the building inspector, or if a responsible party violates a stop-work order posted under subsection (a) of this section, the building inspector may request the city attorney to obtain a cease and desist order in any court with jurisdiction.
- (d) The board of appeals may retract the stop-work order issued under subsection (a) or the permit revocation under subsection (b) of this section.
- (e) After posting a stop-work order under subsection (a), the building inspector may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this chapter. The building inspector may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the building inspector, plus interest at the rate authorized by the common council, shall be billed to the responsible party. In the event a responsible party fails to pay the amount due, the clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to Wis. Stats. ch. 66., subch. VII.
- (f) Any person violating any of the provisions of this chapter shall be subject to a forfeiture of not less than \$200.00 nor more than \$1,000.00 and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.
- (g) Compliance with the provisions of this chapter may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.

Sec. 42-15. - Appeals.

- (a) Board of appeals. The board of appeals created pursuant to Sec. 14-21 of the city's ordinance pursuant to Wis. Stats. § 62.23(7)(e):
 - (1) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the building inspector in administering this chapter except for cease and desist orders obtained under subsection 42-14(c).
 - (2) May authorize, upon appeal, variances from the provisions of this chapter which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship; and
 - (3) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.
- (b) Who may appeal. Appeals to the board of appeals may be taken by any aggrieved person or by any office, department, board, or bureau of the city affected by any decision of the building inspector.

Sec. 42-16. - Severability.

If a court of competent jurisdiction judges any section, clause, provision or portion of this chapter unconstitutional or invalid, the remainder of the chapter shall remain in force and not be affected by such judgment.

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 September, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 08/22/16

Publication Date: _____

Effective Date: _____

Publish: September 9 and September 12, 2016 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, September 20, 2016** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the repeal and recreation of Chapter 42, De Pere Municipal Code regarding Construction Site Erosion Control Zoning regulation under Wis. Stats. §62.234.

A copy of the proposed ordinance is available through the City Attorney's Office, at 335 S. Broadway St., De Pere, WI 54115.

Dated this 7th day of September, 2016.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Ledvina
City Clerk-Treasurer

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Plan Commission

From: Judith Schmidt-Lehman, City Attorney
Eric Rakers, City Engineer

RE: Required updates to Construction Site Erosion Control Ordinance

Date: August 22, 2016

The City of De Pere last updated its construction site erosion control ordinance in 2009. The Wisconsin Department of Natural Resources is requiring that the city update its construction site erosion control and stormwater management ordinances, with an August 17, 2016 completion date for both. The DNR has approved the city's request for a September 20, 2016 approval schedule for both ordinances.

The attached comparison of the city's current ordinance and the proposed DNR model ordinance show the changes necessary for compliance with DNR requirements. The construction site erosion control ordinance is a zoning ordinance; therefore the Plan Commission is the reviewing body, and the body to make a recommendation on the ordinance changes to the Common Council. The Council is required to hold a public hearing (Class 2 notice) on the proposed changes, which is programmed to occur on September 20, 2016.

Revisions to the stormwater management ordinance will be brought to the Board of Public Works on September 12, 2016, with Council review on September 20, 2016 as well.

If you have any questions prior to the August 22, 2016 Plan Commission meeting, please feel free to call me at 339-4042 or Eric Rakers at 339-8304.

JSL

Chapter 42 - CONSTRUCTION SITE EROSION CONTROL ZONING^[1]

Footnotes:

~~(1)~~

~~Editor's note—Ord. No. 09-05, § 1, adopted Feb. 3, 2009, repealed the former Ch. 42, §§ 42-1—42-13, and enacted a new Ch. 42 as set out herein. The former Ch. 42 pertained to Construction Site Erosion Control and derived from Code 1974, §§ 12.01—12.13.~~

~~Cross reference—Streets, alleys and sidewalks, ch. 22; building materials in streets, § 22-9; water and sewer service, ch. 26; parks and recreation, ch. 30; platting and division of land, ch. 46; moving buildings, § 54-7; sewer system regulations, ch. 70; public health, ch. 74; nuisances, ch. 78; solid waste/curbside recyclable collectioj, ch. 82; mobile home parks, ch. 90.~~

Sec. 42-1. - Authority.

- (a) This chapter is adopted under the authority granted by Wis. Stats. § 62.234, This chapter supersedes all provisions of an ordinance previously enacted under Wis. Stats. § 62.23, that relate to construction site erosion control. Except as otherwise specified in Wis. Stats. § 62.234, Wis. Stats. § 62.23 applies to this chapter and to any amendments to this chapter.
- (b) The provisions of this chapter are deemed not to limit any other lawful regulatory powers of the same governing body.
- (c) The common council hereby designates the building inspector or designee to the administering authority to administer and enforce the provisions of this chapter.
- (d) The requirements of this chapter do not pre-empt more stringent erosion and sediment control requirements that may be imposed by any of the following:
 - (1) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under Wis. Stats. §§ 281.16 and 283.33.
 - (2) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under § NR 151.004, Wis. Adm. Code.

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-2. - Findings of fact.

The common council finds that runoff from land disturbing construction activity carries a significant amount of sediment and other pollutants to the waters of the state in the City of De Pere.

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-3. - Purpose.

It is the purpose of this chapter to further the maintenance of safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion and sediment discharge; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth, by minimizing the amount of

sediment and other pollutants carried by runoff or discharged from land disturbing construction activity to waters of the state in the City of De Pere.

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-4. - Applicability and jurisdiction.

(a) Applicability.

- (1) ~~Except as provided under subsection (2),~~ This chapter applies to the following land disturbing construction activities site as defined under ~~Sec. 42-5 except as provided under subsection (2):~~

- ~~a. A construction site, which has 4,000 square feet or greater of land disturbing construction activity.~~
- ~~b. A construction site, which has 100 cubic yards or greater of excavation volume, filling volume, or some combination of excavation and filling volume.~~
- ~~c. A construction site, which has 100 linear feet or greater of land disturbance to a highway, street, driveway, swale, ditch, waters of the state, wetland, protective area, or other non-agricultural drainage facility which conveys concentrated flow. Wetlands shall be delineated in accordance with § NR 103.08(1m).~~

- (2) This chapter does not apply to the following:

- a. Transportation facilities, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development.
- ~~ab. Land disturbing construction activity that includes the construction of one and two family residential dwellings that are not part of a larger common plan of development or sale and that result in less than one acre of disturbance. These construction sites are regulated by the state department of commerce under § Comm. 21.125 Wis. Adm. Code.~~
- ~~bbe.~~ A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under chapter 40, Code of Federal Regulations, part 122, for land disturbing construction activity.
- c.ed. Nonpoint discharges from agricultural activity ~~areas~~ (facilities and practices).
- d.de. Nonpoint discharges from silviculture activities.
- ~~ef. Mill and crush operations.~~
- e.g. Routine maintenance for project sites that have less than 5 acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.

- (3) Notwithstanding the applicability requirements in paragraph (1), this chapter applies to construction sites of any size that, ~~in the opinion of as determined by the building inspector administering authority~~, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, or that increases water pollution by scouring or the transportation of particulate ~~matter or that endangers property or public safety.~~

(b) Jurisdiction.

This chapter applies to land disturbing construction activities on lands within the boundaries and jurisdiction of the City of De Pere, as well as the extraterritorial division of land subject to an ordinance enacted pursuant to Wis. Stats. § 236.45(2) and (3).

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(c) Exclusions.

This chapter is not applicable to activities conducted by a state agency, as defined under Wis. Stats. § 227.01 (1), ~~but also including the office of district attorney, which is subject to the state plan promulgated or a memorandum of understanding entered into under Wis. Stats. § 281.33 (2).~~

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-5. - Definitions.

"Administering authority" means the city building inspector or designee, empowered under Wis. Stats. § 62.234, designated by the City of De Pere to administer this ordinance.

"Agricultural activity area (facilities and practices)" has the meaning in Wis. Stats. § 281.16(1), as may be amended from time to time, means the part of the farm where there is planting, growing, cultivating and harvesting of crops for human or livestock consumption and pasturing or outside yarding of livestock, including sod farms and silviculture. Practices in this area may include waterways, drainage ditches, diversions, terraces, farm lanes, excavation, filling and similar practices. The agricultural activity area does not include the agricultural production area.

"Agricultural production area" means the part of the farm where there is concentrated production activity or impervious surfaces. Agricultural production areas include buildings, driveways, parking areas, feed storage structures, manure storage structures, and other impervious surfaces. The agricultural production area does not include the agricultural activity area.

"Average annual rainfall" means a calendar year of precipitation, excluding snow, which is considered typical. For purposes of this chapter, average annual rainfall means measured precipitation in Green Bay, Wisconsin between March 29 and November 25, 1969.

"Best management practice" or "BMP" means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.

"Business day" means a day the office of the building inspector is routinely and customarily open for business.

"Cease and desist order" means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the building inspector.

"Common plan of development or sale" means a development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A common plan of development or sale includes, but is not limited to, subdivision plats, certified survey maps, and other developments.

"Construction site" means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A long-range planning document that describes separate construction projects, such as a 20-year transportation improvement plan, is not a common plan of development.

"Design storm" means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.

"Development" means residential, commercial, industrial, institutional, or other land uses and associated roads.

"Division of land" means the creation from one or more parcels or building sites of additional parcels or building sites each in an area where such creation occurs at one time or through the successive partition within a five year period.

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"Erosion" means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

"Erosion and sediment control plan" means a comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.

"Extraterritorial" means the unincorporated area within ~~three~~ 3 miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.

"Final stabilization" means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established, with a density of at least 70 percent of the cover, for the unpaved areas and areas not covered by permanent structures, or that employ equivalent permanent stabilization measures.

"Governing body" means the Common Council of the City of De Pere.

"Land disturbing construction activity ~~(or disturbance)~~" means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, ~~and soil stockpiling.~~

"Landowner" means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.

~~MEP or "Maximum Extent Practicable" or "MEP" means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this chapter as determined in accordance with 42-6 of this ordinance. a level of implementing best management practices in order to achieve a performance standard specified in this chapter which takes into account the best available technology, cost effectiveness and other competing issues such as human safety and welfare, endangered and threatened resources, historic properties and geographic features. MEP allows flexibility in the way to meet the performance standards and may vary based on the performance standard and site conditions.~~

"Performance standard" means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.

"Permit" means a written authorization made by the ~~building inspector~~ to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

"Pollutant" has the meaning given in Wis. Stats. § 283.01 (13).

"Pollution" has the meaning given in Wis. Stats. § 281.01 (10).

~~"Protective area" has the meaning given in subsection 28-7(c)4 of this Code.~~

"Responsible party" means ~~the landowner or any other entity holding fee title to the property or~~ performing services to meet the ~~requirements performance standards~~ of this chapter through a contract or other agreement.

"Runoff" means storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

"Sediment" means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.

~~"Separate storm sewer" means a conveyance or system of conveyances including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, constructed channels or storm drains, which meets all of the following criteria:~~

~~(1) Is designed or used for collecting water or conveying runoff.~~

~~(2) Is not part of a combined sewer system.~~

~~(3) Is not draining to a stormwater treatment device or system.~~

~~(4) Discharges directly or indirectly to waters of the state.~~

"Silviculture activity" means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.

"Site" means the entire area included in the legal description of the land on which the land disturbing construction activity is proposed in the permit application.

"Stop-work order" means an order issued by the building inspector which requires that all construction activity on the site be stopped.

~~"Stormwater reference guide" means the Stormwater Reference Guide of August 18, 2008, as amended from time to time and which is available for inspection from the office of the building inspector and the city engineer.~~

"Technical standard" means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

"Transportation facility" means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under Wis. Stats. § 85.095(1)(b) 281.33. "Transportation facility" does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to Wis. Stats. § 281.33. Wis. Stats.

~~"Waters" of the state" includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction. has the meaning given in Wis. Stats. § 281.01 (18).~~

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-6. – Applicability of maximum extent practicable.

Maximum extent practicable applies when a person who is subject to a performance standard of this chapter demonstrates to the building inspector's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

Sec. 42-76. - Technical standards.

(a) ~~Design criteria, standards and specifications.~~ All BMPs required ~~for to~~ compliance with this chapter shall meet the design criteria, standards and specifications based on any of the following:

- (1) Design guidance and technical standards identified or developed by the ~~state department of Wisconsin~~ Department of Natural Resources under subchapter V of chapter NR 151, Wis. Adm. Code.
- (2) ~~Technical standards and other guidance identified within the city stormwater reference guide.~~ Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design

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storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.

- (3) ~~For this chapter, average annual basis is calculated using the appropriate annual rainfall or runoff factor, also referred to as the R factor, or an equivalent design storm using a type II distribution, with consideration given to the geographic location of the site and the period of disturbance. Technical standards and methods approved by the building inspector.~~

~~(b) Other standards. Other technical standards not identified or developed in (1), may be used provided that the methods have been approved by the building inspector.~~

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-~~87~~. - Performance standards for construction sites under one acre.

- (a) Responsible party. The responsible party shall comply with this section. implement an erosion and sediment control plan, developed in accordance with section 42-9 that incorporates the requirements of this section.

- (b) Erosion and sediment control practices. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following: Plan. A written erosion and sediment control plan shall be developed in accordance with section 42-9 and implemented for each construction site.

(1) -The deposition of soil from being tracked onto streets by vehicles.

(2) The discharge of sediment from disturbed areas into on-site storm water inlets.

(3) The discharge of sediment from disturbed areas into adjacent waters of state.

(4) The discharge of sediment from drainage ways that flow off the site.

(5) The discharge of sediment by dewatering activities.

(6) The discharge of sediment eroding from soil stockpiles existing for more than 7 days.

(7) The transport by runoff into waters of the state of chemicals, cements, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.

- ~~(c) Requirements. The erosion and sediment control plan shall meet the following minimum requirements to the maximum extent practicable:~~

~~(1) BMPs shall be designed, installed and maintained to control total suspended solids carried in runoff from the construction site as follows:~~

~~a. For construction sites with one acre or greater of land disturbing construction activity, reduce the total suspended solids load by 80 percent, on an average annual basis, as compared with no sediment or erosion controls until the construction site has undergone final stabilization. No person shall be required to exceed an 80 percent sediment reduction to meet the requirements of this paragraph. Erosion and sediment control BMPs may be used alone or in combination to meet the requirements of this paragraph. Credit toward meeting the sediment reduction shall be given for limiting the duration or area, or both, of land disturbing construction activity, or other appropriate mechanism.~~

~~b. For construction sites with less than one acre of land disturbing construction activity, reduce the total suspended solids load using BMPs from the city stormwater reference guide. These sites are not required to satisfy a numeric performance standard.~~

~~(2) Notwithstanding subsection [(c)(1)], if BMPs cannot be designed and implemented to reduce the sediment load by 80 percent, on an average annual basis, the plan shall include a written and~~

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site specific explanation as to why the 80 percent reduction goal is not attainable and the sediment load shall be reduced to the maximum extent practicable.

(3) ~~Where appropriate, the plan shall include sediment controls to do all of the following to the maximum extent practicable:~~

a. ~~Prevent tracking of sediment from the construction site onto roads and other paved surfaces.~~

b. ~~Prevent the discharge of sediment as part of site de-watering.~~

c. ~~Protect the separate storm drain inlet structure from receiving sediment.~~

(4) ~~The use, storage and disposal of building materials, chemicals, cement, concrete truck washout, litter, sanitary waste, and other compounds and materials used on the construction site shall be managed during the construction period, to prevent their entrance into storm sewers and waters of the state. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this paragraph.~~

(cd) Location. The BMPs ~~used to comply with this section~~ shall be located so that treatment occurs prior to runoff entering waters of the state.

(de) Implementation. The BMPs used to comply with this section shall be implemented as follows: ~~Alternate requirements. The building inspector may establish requirements more stringent than those set forth in this section if the building inspector determines that an added level of protection is needed for sensitive resources.~~

(1) Erosion and sediment control practices shall be constructed or installed before land disturbing constructive activities begin.

(2) Erosion and sediment control practices shall be maintained until final stabilization.

(3) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.

(4) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.

(5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

(Ord. No. 09-05, § 1, 2-3-2009)

Sec. 42-9. – Performance standards for construction sites of one acre or more.

(a) Responsible party. The responsible party shall comply with this section and implement the erosion and sediment control plan developed in accordance with Sec. 42-11.

(b) Erosion and sediment control plan. A written site-specific erosion and sediment control plan shall be developed in accordance with Sec. 42-11 of this chapter and implemented for each construction site.

(c) Erosion and other pollutant control requirements. The erosion and sediment control plan requires under sub. (b) shall include the following:

(1) Erosion and sediment control practices. Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:

a. The deposition of soil from being tracked onto streets by vehicles.

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- b. The discharge of sediment from disturbed areas into on-site storm water inlets.
- c. The discharge of sediment from disturbed areas into adjacent waters of the state.
- d. The discharge of sediment from drainage ways that flow off the site.
- e. The discharge of sediment by dewatering activities.
- f. The discharge of sediment eroding from soil stockpiles existing for more than seven (7) days.
- g. The discharge of sediment from erosive flows at outlets and in downstream channels.
- h. The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
- i. The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.

(2) Sediment performance standards. In addition to the erosion and sediment control practices under par. (1), the following erosion and sediment control practices shall be employed:

- a. BMPs that, by design, discharge no more than five (5) tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.
- b. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this paragraph. Credit may be given toward meeting the sediment performance standard of this paragraph for limiting the duration or area, or both, of land disturbing construction activity, or for other appropriate mechanisms.
- c. Notwithstanding sub. a., if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.

(3) Preventative measures. The erosion and sediment control plan shall incorporate all of the following:

- a. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.
- b. Minimization of soil compaction and preservation of topsoil.
- c. Minimization of land disturbing construction activity on slopes of 20 percent or more.
- d. Development of spill prevention and response procedures.

(4) Location. The BMPs used to comply with this section shall be located so that treatment occurs before runoff enters waters of the state.

(d) Implementation. The BMPs used to comply with this section shall be implemented as follows:

- (1) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin in accordance with the erosion and sediment control plan developed in Sec. 42-9(b).
- (2) Erosion and sediment control practices shall be maintained until final stabilization.
- (3) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.

(4) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.

(5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

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Sec. 42-108. - Permitting requirements; procedures and fees.

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- (a) Permit required. No responsible party may commence a land disturbing construction activity subject to this chapter without receiving prior approval of an erosion and sediment control plan for the site and a permit from the building inspector.
- (b) Permit application and fees. At least one responsible party desiring to undertake a land disturbing construction activity subject to this chapter shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of section 42-119 and shall pay an application fee to the building inspector in an amount to be determined by resolution of the common council. to the building inspector. By submitting an application, the applicant is authorizing the building inspector to enter the site to obtain information required for the review of the erosion and sediment control plan.
- (c) Permit application rReview and approval. of permit application. The building inspector shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:
 - (1) Within 20 business days of the receipt of a complete permit application, required by subsection (b), the building inspector shall inform the applicant whether the application and erosion and sediment control plan are approved or disapproved based on the requirements of this chapter.
 - (2) If the permit application and erosion and sediment control plan are approved, the building inspector shall issue the permit.
 - (3) If the permit application or erosion and sediment control plan is disapproved, the building inspector shall state in writing the reasons for disapproval.
 - (4) The building inspector may request additional information from the applicant. If additional information is submitted, the building inspector shall have 20 business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.
 - (5) Failure by the building inspector to inform the permit applicant of a decision within 20 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.
- (d) Surety bond. As a condition of approval and issuance of the permit, the building inspector may require the applicant to deposit a surety bond, cash-escrow, or irrevocable letter of credit to guarantee a good faith execution of the approved erosion and sediment control plan and any permit conditions.
- (e) Permit requirements. All permits shall require the responsible party to:
 - (1) Notify the building inspector within 48 hours of commencing any land disturbing construction activity.
 - (2) Notify the building inspector of completion of any BMPs within 14ten business days after their installation.
 - (3) Obtain permission in writing from the building inspector prior to any modification pursuant to subsection 42-119(c) of the erosion and sediment control plan.
 - (4) Install all BMPs as identified in the approved erosion and sediment control plan.
 - (5) Maintain all road drainage systems, stormwater drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.

- (6) Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities and document repairs in a site weekly inspection log~~reports~~.
- (7) ~~Inspect the~~ Conduct construction site inspections at least once per week and within 24 hours after a precipitation event of 0.5 inches or greater. Repair or replace erosion and sediment control BMPs as necessary within 24 hours after each rain of 0.5 inches or more which results in runoff during active construction periods, and at least once each week. Make needed repairs and install additional BMPs as necessary, and document these activities in ~~of~~ an inspection log that also includes the date of inspection, or notification that repair or replacement is needed. Maintain, at the construction site, weekly written reports of all inspections. Weekly inspection reports shall include all of the following: date, time and location of the construction site inspection; the name of individual who performed the inspection; ~~an assessment of the condition of erosion and sediment controls; a description of any erosion and sediment control BMP implementation and maintenance performed;~~ and a description of the present phase of ~~land disturbing the~~ construction activity at the construction site.
- (8) Allow the building inspector to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan. Keep a copy of the erosion and sediment control plan, ~~stormwater management plan, amendments, weekly inspection reports, and permit~~ at the construction site, ~~until permit coverage is terminated~~.
- (9) The permit applicant shall post the "certificate of permit coverage" in a conspicuous location at the construction site.
- (f) Permit conditions. Permits issued under this section may include conditions established by building inspector in addition to the requirements set forth in subsection (e), where needed to assure compliance with the performance standards in section 42-~~87 or 42-9~~.
- (g) Permit duration. Permits issued under this section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The building inspector may grant one or more extensions~~the period one or more times for up to an additional not to exceed~~ 180 days cumulatively. The building inspector may require additional BMPs as a condition of the extension if they are necessary to meet the requirements of this chapter.
- (h) Maintenance. The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this chapter until the site has undergone final stabilization.
- ~~(i) Alternate requirements. The building inspector may prescribe requirements less stringent for applicants seeking a permit for a construction site with less than one acre of disturbance.~~

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-~~119~~. - Erosion and sediment control plan, statement, and amendments.

- (a) Erosion and sediment control plan statement. For each construction site identified under subsection 42-4 (a)(3), an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the building inspector. The erosion and sediment control plan statement shall briefly describe the site, the development schedule, and the BMPs that will be used to meet the requirements of the chapter. A site map shall also accompany the erosion and sediment control plan statement.

(b) Erosion and sediment control plan requirements. The erosion and sediment control plan required under subsection 42- 7(b) shall comply with the city stormwater reference guide and contain at a minimum the following information:

- (1) An erosion and sediment control plan shall be prepared and submitted to the building inspector. Name, address, and telephone number of the landowner and responsible parties.
- (2) The erosion and sediment control plan shall be designed to meet the performance standards in Sec. 42-8, Sec. 42-9 and other requirements of this ordinance. A legal description of the property proposed to be developed.
- (3) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items: A site map with property lines, disturbed limits, and drainage patterns.
 - a. Name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant's principal contact at such firm. The application shall also include start and end dates for construction.
 - b. Description of the construction site and the nature of the land disturbing construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5 minute series topographic map.
 - c. Description of the intended sequence of major land disturbing construction activities for major portions of the construction site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.
 - d. Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land disturbing construction activities.
 - e. Calculations to show the compliance with the performance standard in Sec. 42-9(c)(2) a.
 - f. Existing data describing the surface soil as well as subsoils.
 - g. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.
 - h. Name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic maps.
- (4) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed five (5) feet. Total area of the site and total area of the construction site that is expected to be disturbed by construction activities.
 - a. Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year flood plains, flood fringes and floodways shall also be shown.
 - b. Boundaries of the construction site.
 - c. Drainage patterns and approximate slopes anticipated after major grading activities.
 - d. Areas of soil disturbance.
 - e. Location of major structural and non-structural controls identified in the erosion and sediment control plan.
 - f. Location of areas where stabilization BMPs will be employed.

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- g. Areas which will be vegetated following land disturbing construction activities.
 - h. Area(s) and location(s) of wetland on the construction site, and locations where storm water is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
 - i. Area(s) used for infiltration of post-construction storm water runoff.
 - j. An alphanumeric or equivalent grid overlying the entire construction site map.
- (5) Each erosion and sediment control plan shall include a description of appropriate control BMPs that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the state. The erosion and sediment control plan shall clearly describe the appropriate erosion and sediment control BMPs for each major land disturbing construction activity and the timing during the period of land disturbing construction activity that the erosion and sediment control BMPs will be implemented. The description of erosion and sediment control BMPs shall include, when appropriate, the following minimum requirements: ~~Performance standards applicable to site.~~
- a. Description of interim and permanent stabilization practices, including a BMP implementation schedule. The erosion and sediment control plan shall ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.
 - b. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the building inspector, structural measures shall be installed on upland soils.
 - c. Management of overland flow at all areas of the construction site, unless otherwise controlled by outfall controls.
 - d. Trapping of sediment in channelized flow.
 - e. Staging land disturbing construction activities to limit exposed soil areas subject to erosion.
 - f. Protection of downslope drainage inlets where they occur.
 - g. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
 - h. Clean up of off-site sediment deposits.
 - i. Proper disposal of building and waste material.
 - j. Stabilization of drainage ways.
 - k. Installation of permanent stabilization practices as soon as possible after final grading.
 - l. Minimization of dust to the maximum extent practicable.
- (6) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected. ~~Proposed best management practices.~~

Note to users: The erosion and sediment plan requirements of this subsection will meet the erosion control plan requirements of § NR 216.46, Wis. Adm. Code, when prepared in accordance with good engineering practices and the design criteria, applicable technical standards and specifications published by the Wisconsin Department of Natural Resources under subchapter V of ch. NR 151, Wis. Adm. Code described in [section 42-6], and the stormwater reference guide.

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~~(b) Erosion and sediment control plan statement. For each construction site identified under subsection 42-4 (a)(3), an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the building inspector. The control plan statement shall briefly describe the site, including a site map. Further, it shall also include the best management practices that will be used to meet the requirements of the chapter, including the site development schedule.~~

(c) Erosion and sediment control plan aAmendments. The applicant shall amend the erosion and sediment control plan if any of the following occur:

- (1) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the erosion and sediment control plan.
- (2) The actions required by the erosion and sediment control plan fail to reduce the impacts of pollutants carried by construction site runoff.
- (3) The building inspector notifies the applicant of changes needed in the erosion and sediment control plan.

~~(d) Alternate requirements. The building inspector may prescribe requirements less stringent for applicants seeking a permit for a construction site with less than one acre of disturbance.~~

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-120. - Fee schedule.

The fees referred to in other sections of this chapter shall be established by resolution of the common council and may from time to time be modified. A schedule of the fees established by the common council shall be available for review in the building inspection office.

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-134. - Inspection.

If land disturbing construction activities are being carried out without a permit required by this chapter, the building inspector may enter the land pursuant to the provisions of Wis. Stats. §§ 66.0119(1), (2), and (3).

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-142. - Enforcement.

(a) The building inspector may post a stop-work order if any of the following occurs:

- (1) Any land disturbing construction activity regulated under this chapter is being undertaken~~occurring~~ without a permit;
- (2) The erosion and sediment control plan is not being implemented in a good faith manner;
- (3) The conditions of the permit are not being met.

(b) If the responsible party does not cease activity as required in a stop-work order posted under this section or fails to comply with the erosion and sediment control plan or permit conditions, the building inspector may revoke the permit.

(c) If the responsible party, where no permit has been issued or the permit has been revoked, does not cease the activity after being notified by the building inspector, or if a responsible party violates a

stop-work order posted under subsection (a) of this section, the building inspector may request the [city attorney](#) to obtain a cease and desist order in any court with jurisdiction.

- (d) The board of appeals may retract the stop-work order issued under [subsection](#) (a) or the permit revocation under subsection (b) of this section.
- (e) After posting a stop-work order under subsection (a), the building inspector may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this chapter. The building inspector may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the building inspector, plus interest at the rate authorized by ~~administrative authority the common council, building inspector~~ shall be billed to the responsible party, ~~or recovered from the surety bond, cash escrow, or irrevocable letter of credit.~~ In the event a responsible party fails to pay the amount due, the clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to Wis. Stats. ch. 66., subch. VII.
- (f) Any person violating any of the provisions of this chapter shall be subject to a forfeiture of not less than \$200.00 nor more than \$1,000.00 and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.
- (g) Compliance with the provisions of this chapter may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-153. - Appeals.

- (a) Board of appeals. The board of appeals created pursuant to [Sec. 14-21](#) of the city's ordinance pursuant to Wis. Stats. § 62.23(7)(e):
 - (1) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the ~~building inspector~~ in administering this chapter except for cease and desist orders obtained under subsection 42-142(c).
 - (2) ~~May authorize, u~~Upon appeal, ~~may authorize~~ variances from the provisions of this chapter which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship; and
 - (3) Shall use the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals and authorizing variances.
- (b) Who may appeal. Appeals to the board of appeals may be taken by any aggrieved person or by any office, department, board, or bureau of the city affected by any decision of the building inspector.

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

Sec. 42-164. - Severability.

If a court of competent jurisdiction judges any section, clause, provision or portion of this chapter unconstitutional or invalid, the remainder of the chapter shall remain in force and not be affected by such judgment.

~~(Ord. No. 09-05, § 1, 2-3-2009)~~

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 20, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Reject the Bids for Project 16-20 Dumpster Enclosure Construction.

The Board of Public Works recommendation is to reject all bids for the construction of dumpster enclosures and review with stakeholders the design and costs of the enclosures before proceeding.

After the Council adopted the ordinance to implement a common collection services utilizing dumpsters, staff met with stakeholders of the Nicolet Square businesses that would be utilizing these services to get input for the design of the dumpster enclosures. The stakeholders felt the dumpster enclosures should be built to match the design concept for the reconstruction of the Nicolet Square parking lot which would utilize a brick fascia. As a result, the preferred design concept of the enclosure will be similar to the new Walgreen's on S. Broadway except with a different brick fascia. (See attached photo) The preferred brick fascia by the Nicolet Square businesses is similar to the brick on Nicky's located at 331 Main Avenue. (See attached photo)

The Engineering Department designed and received bids for Project 16-20 Dumpster Enclosure Construction on September 8, 2016. The City received three (3) bids. (See attached bid summary) The lowest bid with the preferred alternative is \$83,125.00 submitted by IEI General Contractors. The budgeted amount from TID #5 is \$30,000. This budget estimate was based on constructing an enclosure built with a basic block wall on a concrete slab. The project that was designed and bid has an interior block wall with a brick fascia that requires a foundation wall to support. The brick fascia, the foundation wall, and the short time frame to build the enclosures are the primary reasons staff felt the bids exceeded the budgeted amount.

The BOPW needs to determine what the City should provide the Nicolet Square businesses for the dumpster enclosures. The following things are to be considered:

- Approve additional funding from TID #5 and approve the project. The project will be awarded and constructed this fall so that common collection services utilizing dumpsters can begin by 12/31/16 as planned.
- Reject bids received. The dumpster enclosures can be redesigned to meet our basic ordinance requirements which would be out of basic block or wooden walls. The project costs would be significantly lower. The issue with this is the implementation of common collection services utilizing dumpsters will be delayed until late summer/early fall of 2017.
- There are other areas of the downtown on both the east and west side that the City will be building dumpster enclosures in the future. The design concept for Nicolet Square could set the tone for other enclosures to be built in other areas of the downtown.

ATTACHMENTS:

- Walgreen's Dumpster Enclosure (JPG)
- Nicky's Brick Fascia (JPG)

- 16-20 Bid Tab(PDF)





Attachment: Nicky's Brick Fascia (5116 : Recommendation from the BOPW to Reject Bids for

PROJECT 16-20 DUMPSTER ENCLOSURES

BID TABS



	IEI General Contractors	RJM Construction LLC	Frank O. Zeise Construction Co., Inc.
DESCRIPTION	AMOUNT BID	AMOUNT BID	AMOUNT BID
Total Base Bid	\$73,423.00	\$85,200.00	\$113,967.00
Alternate 1 Bid	\$9,702.00	\$800.00	\$1,300.00
Total Base Bid Plus Alternate 1	\$83,125.00	\$86,000.00	\$115,267.00
Alternate 2 Bid	\$8,316.00	\$300.00	\$0.00
Total Base Bid Plus Alternate 2	\$81,739.00	\$85,500.00	\$113,967.00
Alternate 3 Bid	\$9,702.00	\$200.00	\$0.00
Total Base Bid Plus Alternate 3	\$83,125.00	\$85,400.00	\$113,967.00

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

MEETING DATE: September 20, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an application for a Class "A" Beer and "Class A" Liquor License for The Shinery LLC (DBA The Shinery), 327 Main Av, De Pere, WI. Submitted by The Shinery LLC, Agent: Elizabeth Reissmann, 5091 Pumpkin Ct, Larsen, WI.

ATTACHMENTS:

- The Shinery_9-20-16 (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Sept. 23rd 20 17 ;
ending June 30 20 17 ;TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☐ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>member</u>	<u>Elizabeth A Reussmann</u>	<u>5091 Pumpkin Ct Laver</u>	<u>54947</u>
Vice President/Member	<u>1</u>	<u>Troy D Reussmann</u>	<u>11</u>	<u>11</u>
Secretary/Member				
Treasurer/Member				
Agent		<u>Elizabeth Reussmann</u>		
Directors/Managers				

3. Trade Name The Shinery Business Phone Number _____
4. Address of Premises 327 main Ave Post Office & Zip Code 54945

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

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

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 1st day of September, 20 16

Sharon D. Klein
(Clerk/Notary Public)

My commission expires 3/27/2017

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

Elizabeth Reussmann
(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	

Rec.
115564

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

MEETING DATE: September 20, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #16-20, Amending Section 13-7(a) De Pere Municipal Code Regarding Non-Assessable Public Infrastructure Improvements

ATTACHMENTS:

- Ord16-20 (DOCX)
- Mayer CC-13-7 no assess arterial no access Memo 9-20-16-148-009-06(DOCX)
- special assess amend arterial st no access red-lined (PDF)

ORDINANCE #16-20

AMENDING SECTION 13-7(a) DE PERE MUNICIPAL CODE REGARDING
NON-ASSESSABLE PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

Section 1: § 13-7(a)1), Non-Assessable Improvements, is hereby amended by:

1. Repealing the introductory language and substituting therefore:

Non-Assessable Improvements. Non-assessable improvements are public infrastructure, street construction and sidewalk construction improvements abutting parcels, other than corner lot parcels, where such improvements already exist, including:

2. Adding the following new provision:

g. New construction of arterial street improvements where access to the arterial street from such parcel is prohibited. Arterial Street for purposes of this section means principal and minor arterial roads as classified by the Brown County Planning Commission and included in the Green Bay Metropolitan Planning Organization (MPO) Long-Range Transportation Plan at the time such road is constructed.

Section 2: §13-7(a)2), Assessable Projects, is hereby amended by repealing the introductory language and substituting the following therefore

Assessable Improvements. Assessable improvements are public infrastructure, street construction and sidewalk construction improvements which confer special upon abutting property, including:

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of September, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Deputy Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: Staff Recommendation

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Amending §13-7 De Pere Municipal Code (DPMC) Regarding Special Assessments
Date: September 20, 2016

As you know, the Council adopted comprehensive changes to the special assessment provisions of city ordinances (§§13-7, 13-8 and 123-9 DPMC) on August 16, 2016. As we were reviewing those changes, questions arose concerning assessments for new street construction of future arterial streets where the abutting properties access was prohibited. Possible examples of this scenario include construction of the additional two lanes of Southbridge Road, and the possible extension of GV in conjunction with the proposed southern bridge. Staff thought it important to identify the assessment protocol for these potential facilities at this point in time so that persons who might be impacted by the construction of those new street extensions in the future would be aware of that assessment protocol.

You will see the attached ordinance is drafted so that parcels abutting newly constructed arterial streets with access prohibited are *not* assessed for the special benefits the arterial road construction provides to the parcel. Those parcels will however receive street assessments for the costs associated with build out of the internal street structure needed to access the property.

The remainder of the changes is simply to ensure that the language used in both the assessable and non-assessable paragraphs of the ordinance are consistent.

If you have any questions regarding this issue, please feel free to contact Administrator Delo, Economic Development Director Flom or the undersigned.

JSL:amz

Attachment: Mayer CC-13-7 no assess arterial no access Memo 9-20-16-148-009-06 (5121 : Ord #16-20 Amending Section 13-7(a) DPMC

13-7 (a) Public Improvements Assessment Overview

- ~~1) Non-Assessable Improvements. Non-assessable improvements are those that service a parcel that already has the improvement. Examples include:~~
- 1) Non-Assessable Improvements. Non-assessable improvements are public infrastructure, street construction and sidewalk construction improvements abutting parcels, other than corner lot parcels, where such improvements already exist, including:
 - a. Street reconstruction of existing asphalt and concrete streets, including construction from a rural to an urban roadway with new curb and gutter and including additional lanes of travel.
 - b. Utility reconstruction.
 - c. Asphalt or concrete street resurfacing.
 - d. Storm water management facilities that are not required for an existing developed parcel, but rather constructed to meet the overall City requirements for regulatory permitting.
 - e. Sidewalk replaced due to grade change, utility replacement, and/or damage by trees in City right of way.
 - f. Street light additions to existing streets.
 - f.g. New construction of arterial street improvements where access to the arterial street from such parcel is prohibited. Arterial Street for purposes of this section means principal and minor arterial roads as classified by the Brown County Planning Commission and included in the Green Bay Metropolitan Planning Organization (MPO) Long Range Transportation Plan at the time such road is constructed.
- 2) Assessable Improvements~~Projects~~. ~~Assessable projects are projects that receive a benefit from new infrastructure and street construction project and from sidewalk construction. Examples include:~~ Assessable improvements are public infrastructure, street construction and sidewalk construction improvements which confer special benefit upon abutting property, including:
 - a. New infrastructure construction to a new development (new streets, storm, sanitary, water et al).
 - b. New utility construction to an existing and/or developed parcel such as water main, sanitary sewer, or storm sewer.
 - c. New or additional laterals to an existing lot.
 - d. Storm water management facilities that provide a benefit to a new or existing parcel to be redeveloped, eliminating the requirement for on-site treatment.
 - e. Driveway aprons for new projects and replacement of gravel drives to the City Standard.
 - f. New construction of sidewalk.
 - g. Street lights for new street construction.
 - h. Public improvements installed along multi-jurisdictional rights-of-way or property abutting two or more municipal jurisdictions will be assessed to all benefitting properties, with assessments collected by the City upon annexation or Intergovernmental Agreement.

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

MEETING DATE: September 20, 2016

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #16-21 Amending §7-2 De Pere Municipal Code
Regarding Liquor Licensing and Fees.

Finance Committee approved at its regular meeting 9/13/16 to amend language in current ordinance to comply with the requirements 2015 Wisconsin Act 286.

ATTACHMENTS:

- Ord16-21 (DOCX)

ORDINANCE #16-21

AMENDING §7-2 DE PERE MUNICIPAL CODE REGARDING
LIQUOR LICENSING AND FEES

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

Section 1. §7-2(f) is hereby repealed in its entirety and all subsequent remaining paragraphs shall be re-lettered accordingly.

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 September, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 09/13/2016

Publication Date: _____

Effective Date: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 20, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Resolution #16-96, Authorizing Agreement Regarding the Sale and Purchase of Certain Business Property Between the City of De Pere and Paroubek Holdings, LLC (Part of Parcel ED-F0081-2).

On September 13, 2016, the Finance and Personnel Committee voted 3-0 to approve the Developer's Agreement between the City of De Pere and Paroubek Holdings, LLC.

ATTACHMENTS:

- Reso16-96 (DOCX)
- FP Memo DA Paroubek (PDF)
- Paroubek Holdings Sale-Purchase Agreement-8-23-16 (PDF)
- Paroubek Ex A (draft CSM) (PDF)

RESOLUTION #16-96

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN BUSINESS PARK PROPERTY BETWEEN THE CITY OF
DE PERE AND PAROUBEK HOLDINGS, LLC

WHEREAS, City owns certain property within its corporate limits known as the East Side Industrial Park, and wishes to develop a portion of this Industrial Park; and

WHEREAS, Developer desires to enter into an agreement to purchase a 1.03 acre parcel for the purpose of constructing an approximate 3,000 square foot office building (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 10 (the “District”) and adopted a Project Plan (the “Project Plan”) for the District authorizing the expenditure of funds within the District; and

WHEREAS, Developer’s intended Development Project is consistent with the Project Plan and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City’s providing financial and other assistance to Developer on the terms set forth in the attached Agreement Regarding the Sale and Purchase of Certain Property; and

WHEREAS, City desires to provide such financial assistance and to promote this development; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and Paroubek Holdings, LLC, as is attached hereto.

Attachment: Reso16-96 (5131 : Resolution #16-96, authorizing Paroubek Holdings LLC Developers Agreement)

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 September, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: September 13, 2016

RE: **Consideration of Developers Agreement With Paroubek Houldings, LLC.**

PROJECT SUMMARY

Paroubek Holdings, LLC. plans to relocate and expand their insurance business from its current downtown location to 400 Destiny Drive in the East Industrial Park. They plan to construct a 3,000 s.f. office building on an approximately 1 acre site, with room to expand. The property is in TID #10 and owned by the City. The Developer has requested financial assistance, in the form of a land grant and a 'pay go' property tax rebate. This type of incentive package is beneficial for the City because we do not incur bonding and interest costs that accompany Developer Grants. Additionally, rebating property taxes mitigates the City's risk that a development may not occur, because the project is built and operational before the incentive is paid.

The City has prepared a Developer's Agreement that proposes the following:

- o An assessed value of the building in the amount of \$450,000 as of January 1, 2018.
- o A \$67,500 (15% of assessed value) Incentive Package that includes the following:
 - a. \$46,359 Land Grant (\$45,000/acre repaid to the City through TID increment)
 - b. 15% property tax rebate (estimated to yield approximately \$21,115 over the life of the TID, or \$1,620 annually). The percent rebate stays the same so that the annual rebate may adjust if the assessed value changes.

Provisions typical to De Pere Developers Agreement also apply and include:

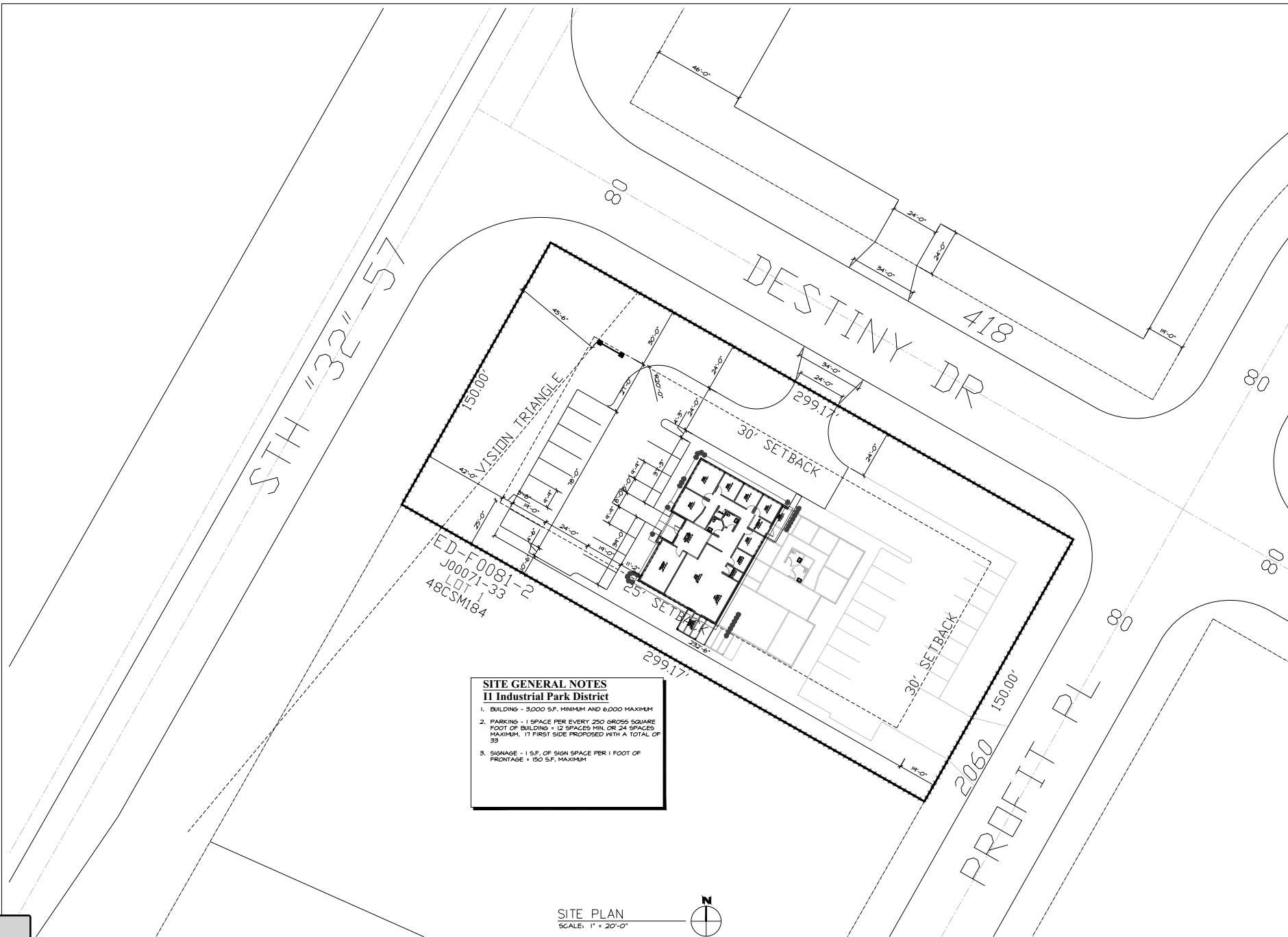
- Developer agrees that it shall not, without prior written consent of the City, sell or lease any portion of the building in a manner that would cause any portion to become exempt from real estate taxation. If the property became tax exempt, a payment in lieu of taxes (PILOT) would apply.
- Payment in lieu of tax required, or a deficit payment, to be made if the assessed value falls below \$300,000 during the life of the TID.

The City Council approved a CSM to subdivide the city-owned property on Sept 6, 2016 and the Plan Commission approved a site plan for the building on August 22, 2016. The Developers Agreement, site plan, and building elevations are attached for your review. Please contact me if you have any questions on this agreement prior to the meeting.

Attachments

c: Michael Walsh, Mayor
 Larry Delo, City Administrator
 Judith Schmidt-Lehman, City Attorney

Attachment: FP Memo DA Paroubek (5131 : Resolution #16-96, authorizing Paroubek Holdings LLC Developers Agreement)



LaPlant
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Marty Brice

Marty
Brice Const. Inc.

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DePere, Wisconsin 54115
Telephone: (920) 609-7296
EMAIL:
mbriceconstruction@yahoo.com

Brice - Parabek - Job # T01006
These plans are copyrighted by
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2016

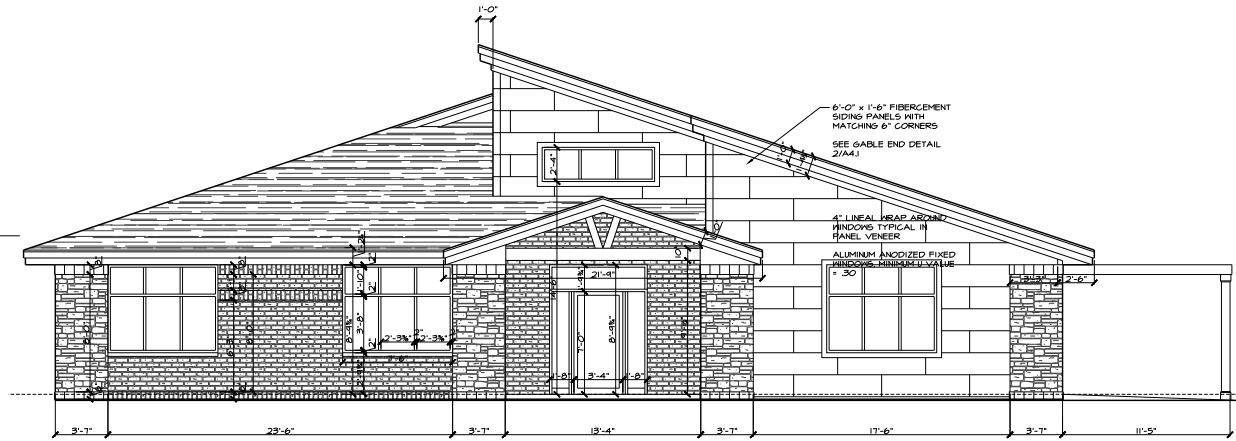
Proposed Office Building
Paroubek Insurance Agency
Destiny Drive
DePere, WI

REVISION	DATE
XXX	XXXX

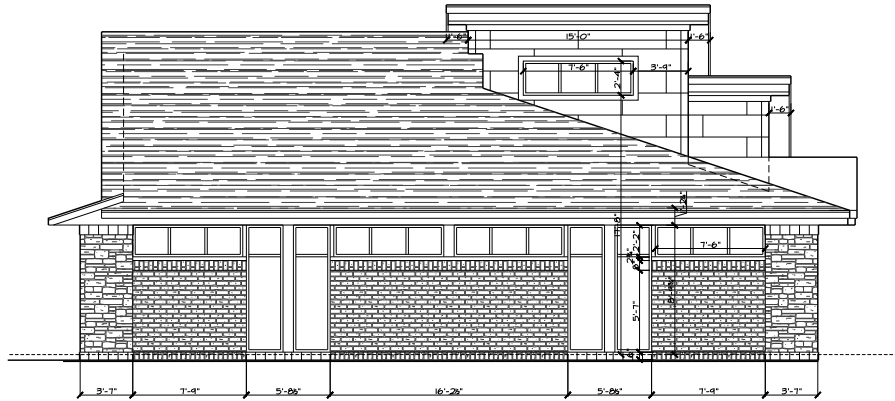
DATE 8/4/2016
PROJECT NO. 701006

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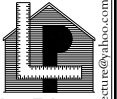
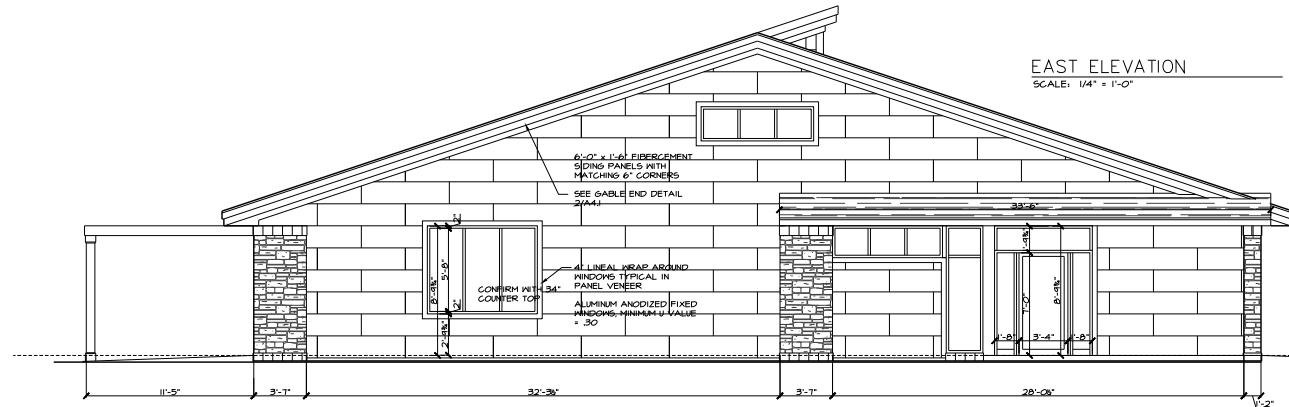
WEST ELEVATION
SCALE: 1/4" = 1'-0"



NORTH ELEVATION
SCALE: 1/4" = 1'-0"



EAST ELEVATION
SCALE: 1/4" = 1'-0"



LaPlante
Architecture, LLC

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Brice - Paroubek - Job # 101006
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Proposed Office Building
Paroubek Insurance Agency INC.
Desiny Drive
DePere, WI

REVISION	DATE
XXX	XXXX

DATE: 6/4/2016
PROJECT NO.: 101006
SHEET
A
1.1

**AGREEMENT REGARDING THE SALE AND PURCHASE OF CERTAIN
BUSINESS PARK PROPERTY BETWEEN THE
CITY OF DE PERE AND PAROUBEK HOLDINGS, LLC**
(Part of ED-F0081-2)

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and Paroubek Holdings, LLC, a Wisconsin limited liability company (“Developer”).

RECITATIONS

WHEREAS, City owns certain property within its corporate limits known as the East Industrial Park, and wishes to develop a portion of this Industrial Park; and

WHEREAS, Developer desires to enter into an agreement to purchase an approximate 1.03 acre parcel for the purpose of constructing an approximate 3,000 square feet office building thereon; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 10 (TID #10) as and for the benefit of industrial development within the District; and

WHEREAS, Developer’s intended office building development is consistent with the Project Plan for TID #10 and will be beneficial to the City; and

WHEREAS, Developer’s ability to develop the office building is contingent upon City providing financial and other assistance to Developer on the terms set forth in this Agreement; and

WHEREAS, City desires to provide such financial assistance and to promote this development.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agree as follows:

I. DEFINITIONS

A. Assessed value means the value placed upon the Completed Property by the city assessor under Chapter 70, Wisconsin Statutes.

B. Completed Property means the real estate and building improvements contemplated by the Parties as approved by the City Plan Commission on the Subject Property. Completed Property and Subject Property can/are used interchangeably after the certificate of occupancy is issued by the Building Inspection Department.

C. District and/or TID #10 means City of De Pere Tax Increment Financing District No. 10. TID #10 is statutorily scheduled to close as of December 31, 2031.

D. Guaranteed value means Four-hundred fifty thousand dollars (\$450,000.00).

E. Minimum assessed value means Three-hundred thousand dollars (\$300,000.00).

F. PILOT means payment in lieu of tax.

G. Subject Parcel means that 1.03 acre parcel identified on Exhibit 1 as Lot 1.

II. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the 1.03 acre parcel of real estate legally described as:

(INSERT LEGAL once CSM recorded)

Such parcel is shown on the attached Exhibit A and identified in this Agreement as the “Subject Parcel.”

A. Purchase Price. The purchase price for the Subject Parcel shall be \$45,000.00 per acre, plus each fraction thereof for a total purchase price of Forty-six thousand three hundred fifty-nine and no/100 dollars (\$46,359.00) ($\$45,000.00 \times 1.03$).

B. Municipal Improvements and Utilities. The purchase price for the Subject Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water, and by the following private utility improvements: electric and natural gas services. All of such improvements and utilities shall be available and located in Destiny Drive and Profit Place rights-of-way. The purchase price however is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Parcel.

C. Earnest Money. City acknowledges the receipt of earnest money from Developer in the amount of \$500.00. Such earnest money shall be credited against the purchase price upon closing on the property. Should the property sale not close for any reason not attributable to City, such earnest money shall be forfeited to City.

III. CLOSING PROCEDURE. Closing shall take place on or before September 23, 2016 at De Pere City Hall unless the parties otherwise agree in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. Evidence of Title/Title Defects. Upon receipt of written notification by Developer that the financing condition has been satisfied, City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the

commitment of such title insurance to Developer at least seven (7) days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall cause, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

B. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers, including the cost of the title insurance as provided herein.

C. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

1. Municipal and zoning ordinances provided the same do not restrict or interfere with the intended use of the property.
2. Easements of record provided the same do not restrict or interfere with the intended use of the property.
3. Obligations contained in this Agreement.

D. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

IV. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Audit of the Subject Parcel. At the time of purchase of the property, the City made reasonable inquiries into the use of the property and was informed that during the time of prior ownership, the Subject Parcel was used as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Subject Parcel has ever been used:

- (a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.
- (b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code c. ATCP 93 (Oct. 2013), as may be amended from time to time.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. **Release of Hazardous Substances.** To the best of its knowledge, the City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action.

3. **Threatened or Pending Environmental Litigation.** No portion of the Subject Parcel is the subject of threatened or pending investigation or lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

4. **Compliance with federal, state, or local environmental laws.**

The current use of the Subject Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

5. **Flood plain or wetlands.** The City has not obtained, and under this Agreement is not required to obtain, a shoreland-wetland delineation study for the Subject Parcel and makes no representations regarding wetlands and the Subject property. The Subject Parcel is not currently identified as flood plain under Chapter 15 De Pere Municipal Code.

B. Provisions to Survive Closing. The representation provisions of this section shall survive the closing of this transaction.

V. DEVELOPER OBLIGATIONS

A. Construction

1. **Site Plan.** Developer has submitted and received conditional approval of a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon.

2. **Developer to Substantially Improve.** Developer shall substantially develop the building and improvements on the property in accordance with the plan submitted to the City within twelve (12) months of the closing of the property. Substantial development as used in this

Agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this Agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the reasonable discretion of City.

3. Certificate of Occupancy. The project shall be completed with the certificate of occupancy issued by the Building Inspection Division on or before January 1, 2018.

4. Failure to Substantially Develop.

a. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of paragraph 2, above, City may, by certified mail, inform Developer of such failure.

b. City Repurchase. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property, less the Developer's Grant paid under paragraph VI.A.1., less any real property taxes due or liens or judgments of record. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the subject property.

c. Improvements. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon.

d. Force majeure. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

5. **Repurchase Closing.** Closing for repurchase as contemplated in Section V.A., paragraph 4, above, shall occur not less than sixty (60) days from the date of termination of the notice referred to in either Section V, paragraph 4, above, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and transfer and recording fees.

B. Valuation warranties.

1. Developer warrants that the Guaranteed Value of the Completed Property as of January 1, 2018 shall be Four-Hundred Fifty-Thousand Dollars (\$450,000.00). To that end, Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the assessed value of the Completed Property, assert a claim of unlawful tax, assert a palpable error, or otherwise challenge, under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Completed Property below the Guaranteed value for the duration of the life of the District.

2. Further, Developer warrants that during the life of the District, the Assessed Value of the Completed Property shall be at least the Minimum Value (\$300,000.00.) Should the Assessed of the Completed Property fall below the Minimum Value, Developer shall make PILOT as provided in Paragraph V.D. below.

C. Property to remain taxable. For the duration of the life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Subject Property to an entity whereby such sale or lease would cause such portion of the Subject Property to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Subject Property during the duration of this Agreement prohibiting any use of such property

during the term of this Agreement which would cause the subject Property or any portion thereof to become tax exempt. Should the Office Building and/or Property nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that a PIOLT shall then be made by the owner of the Subject Property in accordance with the process set out in Paragraph V.D.below.

D. Calculations of any PILOT required under this Agreement shall be as follows:

1. If Assessed Value falls below the Minimum Value:

a. The Assessed Value of the Completed Property shall be subtracted from the Minimum Value. The difference shall be multiplied by the mil- rate for all taxing jurisdictions established for each tax year for the east side of De Pere. The product of such multiplication shall itself be multiplied by a factor of .85, the product of which shall be the total PILOT, due and payable on or before October 15 of the year due.

b. If the PILOT is not fully paid by October 15 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

2. If the Subject Property becomes tax exempt:

a. The Assessed Value of the Completed Property for the year immediately preceding the effective date of tax-exempt status, shall be multiplied by the mil-rate for all taxing jurisdictions

established for each tax year for the east side of the City of De Pere. The product of such multiplication shall itself be multiplied by a factor of .85, which shall be the total PILOT, due and payable on or before October 15 of the year due.

b. If the PILOT is not fully paid by October 15 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

VI. CITY OBLIGATIONS

A. Developer Incentives.

1. City shall make to Developer a Developer's Grant in the amount of Forty-six thousand three-hundred fifty-nine and no/100 Dollars (\$46,359.00), which shall be payable to Developer upon closing of the purchase of the Fee Parcel.

2 City shall also pay to Developer a Developer's incentive equal to 15% of the real property tax paid by Developer on real estate taxes attributable to the Project, commencing with taxes assessed for 2018 and continuing until termination of the District.

B. The Developer's incentive shall be calculated on an annual basis by multiplying the real estate taxes paid by 15% (taxes paid x.15).

C. City shall pay the Developer's incentive within 30 days following Developer's notice to City that the annual real estate bill for the tax parcel is paid in full.

Real estate taxes do not include any lawful special assessment, special charge, personal property or other charges that may appear on the annual tax bill. No Developer's incentive shall be owing or payable upon Developer making any PILOT insofar as such PILOT reflects the 15% incentive.

VII. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has fifteen (15) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VIII. MISCELLANEOUS.

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Subject Parcel as

applicable. This Agreement and any Amendment thereto may be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Neither party may assign this agreement except upon written consent thereof, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:

Paroubek Holdings, LLC
c/o
(NEED ADDRESS)

2. If to City:

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

With a copy to:

City of De Pere
City Administrator
335 South Broadway Street
De Pere, WI 54115

E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

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

PAROUBEK HOLDINGS, LLC

By:

Print Name:

Title:

Print Name:

Title:

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this ____
day of _____, 2016, the above
named _____ and
_____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Notary Public:

My Commission expires:_____

Drafted by: Judith Schmidt-Lehman

H:\azills\Agreements\2016\Paroubek Holdings Sale-Purchase Agreement8-1-16-193-001-16.docx

CITY OF DE PERE

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

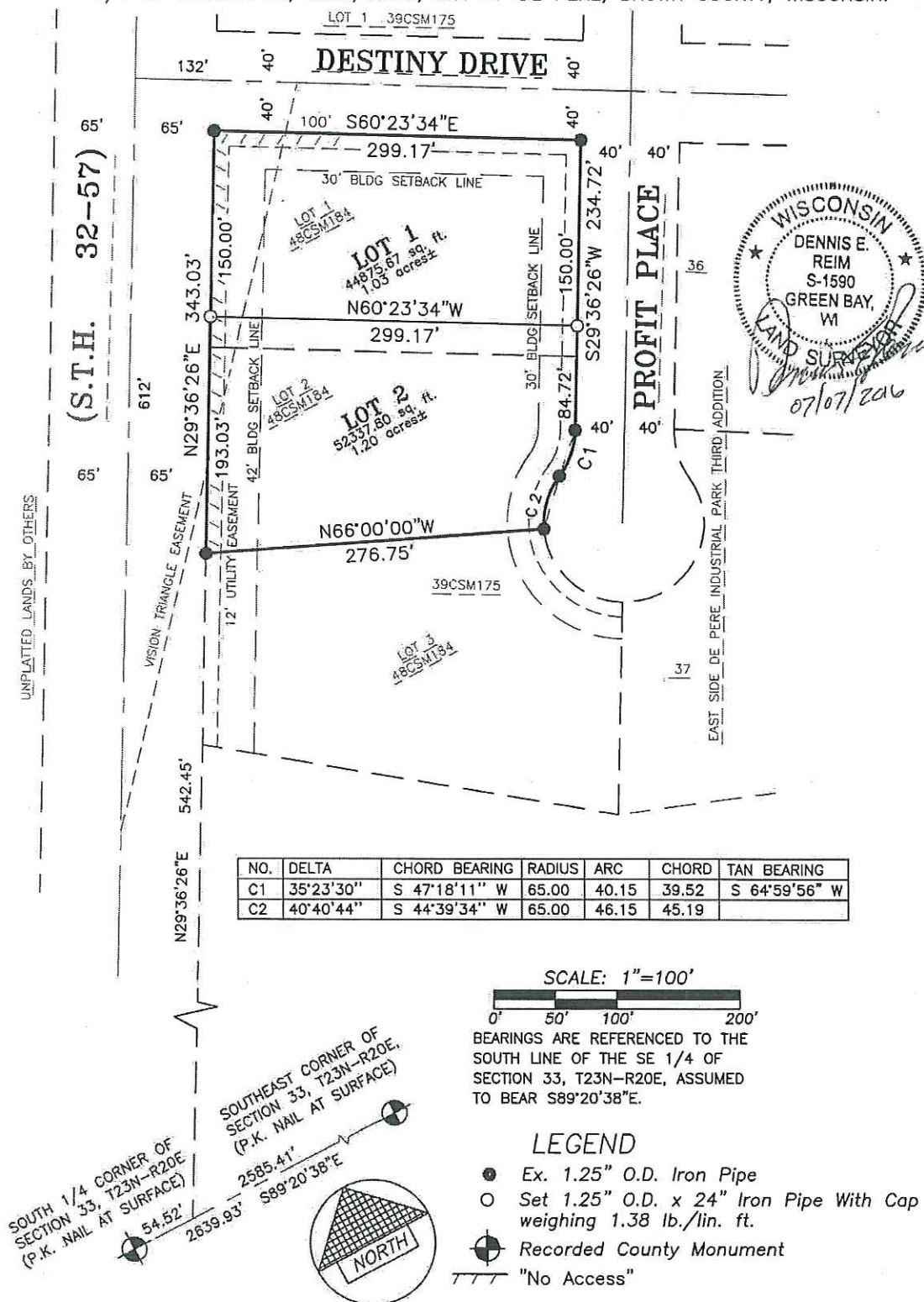
Personally came before me this ____
day of _____, 2016, the above
named Michael J. Walsh, Mayor and
Shana D. Ledvina, Clerk-Treasurer.
known as the persons who executed
the foregoing instrument and
acknowledge the same.

Notary Public:

My Commission expires:_____

CERTIFIED SURVEY MAP

ALL OF LOTS 1 AND 2, VOLUME 48 OF CERTIFIED SURVEY MAPS, PAGE 184, MAP NUMBER 7137, BEING ALL OF LOT 2 AND PART OF LOT 3 OF VOLUME 39 OF CERTIFIED SURVEY MAP, PAGE 175, MAP NUMBER 5958, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, T23N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 20, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #16-97, Authorizing Consultant Agreement Between the City of De Pere and Graef-USA, Inc. (Storm Water Management Planning).

The Board of Public Works at the August 8, 2016 meeting approve the staff recommendation to accept the quote from Graef-USA, Inc. for the Storm Water Management Planning estimated at \$18,200.00. Funds for this work are budgeted in the storm water utility capital projects accounts.

The Engineering Department received proposals for the design of new and analysis of existing storm water facilities in the City of De Pere as follows:

- Design the Optimist Park Storm Water Management Pond
 - Design the storm sewer pond
 - Provide plans and details for the ponds construction
 - Provide bid items and cost estimates
 - Prepare and submit permits
- Analysis of the West Business Park Storm Water Pond (Basin AC 100D)
 - Review and analyze the existing pond outlet design based on the existing elevations and the street flooding
 - Recommend improvements to the outlet
- Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basins ER040A and ER040B)
 - Review and analyze the existing pond and outlet along with other discharges to the swale between Jim Martin Park Pond and Brule Road.
 - Recommend improvements and preliminary estimates based on the analysis

The total cost of this work is estimated as follows:

	Graef-USA Inc.	Robert E. Lee & Associates, Inc.	McMahon Associates	R.A. Smith National Inc.
Design the Optimist Park Storm Water Management Pond (Basin FE190A)	\$7,600.00	\$11,000.00	\$11,700.00	\$11,496.00

Analysis of the West Business Park Storm water Pond (Basin AC100D)	\$5,000.00	\$3,500.00	\$5,500.00	\$6,196.00
Analysis of the Storm Sewer and Drainage Swale from the Jim Martin Park Pond (Basin ER040A & ER040B)	\$4,400.00	\$3,200.00	\$4,100.00	\$2,849.00
Project Meetings	\$1,200.00	\$600.00	\$1,500.00	\$2,367.00
TOTAL	\$18,200.00	\$18,300.00	\$22,800.00	\$22,898.00

ATTACHMENTS:

- Reso16-97 (DOCX)
- Graef Consultant Agreement(Storm Water Managment Planning)8-16-189-006-16 (PDF)
- GRAEF CA-Storm Water Management Exhibit A (PDF)
- GRAEF CA Storm Water Management Exhibit B (PDF)

RESOLUTION #16-97

AUTHORIZING CONSULTANT AGREEMENT BETWEEN
THE CITY OF DE PERE AND GRAEF-USA, INC.
(Storm Water Management Planning)

WHEREAS, the City is in need of contracting with an engineering company for Storm Water Management Planning for design of the Optimist Park Storm Water Management Pond, analysis of the West Business Park Storm Water Pond and analysis of the storm sewer and drainage swale from Jim Martin Park Pond; and

WHEREAS, GRAEF-USA, Inc. ("GRAEF") has available and offers to provide personnel and facilities necessary to accomplish such services, subject to the terms and conditions of the Agreement for Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed such Proposal and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Consultant Agreement for Services Between the City of De Pere and GRAEF as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of September, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-97 (5031 : Resolution #16-97 Graef Storm Water)

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND GRAEF-USA, INC.
(Storm Water Management Planning)**

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the City of De Pere, a Wisconsin municipal corporation (“City”), and GRAEF-USA, Inc. (GRAEF), a Wisconsin corporation (“Consultant”).

WITNESSETH

WHEREAS, the City is in need of contracting with an engineering company for storm water analysis, including: Design of Optimist Park Storm Water Management Pond; Analysis of the West Business Park Storm Water Pond; and Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond.

WHEREAS, the Consultant has available and offers to provide personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the June 2016 City Request for Proposals (Exhibit A) and Consultant’s Proposal thereto dated July 22, 2016 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of 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 services described Exhibits A and B. 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 agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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 project as required under Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B. Payment to the Consultant is due within 30 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

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 for 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 additional insured 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 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 Contractor 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. 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 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 the following:

If to City:

City Clerk-Treasurer
Attn: Shana D. Ledvina
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

GRAEF-USA, Inc.
Attn: Michael J. Lefebvre, P.E.
Vice President
1150 Springhurst Drive; Suite 201
Green Bay, WI 54304-5950

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

GRAEF-USA, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana D. Ledvina, Clerk-Treasurer

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EXHIBIT A**Request for Proposals
For
2016 Storm Water Management**

The City of De Pere would like to invite your firm to submit a proposal for design of new and analysis of existing storm water facilities in the City of De Pere as follows:

- Design the Optimist Park Storm Water Management Pond.
- Analysis of the West Business Park Storm Water Pond (Basin AC 100D)
- Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basin ER040A and ER040B)

Your proposal must be submitted to our office by July 22, 2016 at 4 pm. Proposals can be submitted via e-mail to Eric Rakers at erakers@mail.de-pere.org.

GENERAL INFORMATION:

The 2016 storm water management analysis consists of three separate components. General information is as follows.

Design the Optimist Park Storm Water Management Pond (Basin FE190A)

This part of the project involves the design of a new storm water management pond in Optimist Park. The pond is being constructed to treat existing development in Basin FE190A. This basin drains directly to the Lower Fox River HUC-12. The pond is to be designed to treat to 90% TSS. The City was awarded a UNPS & SW Construction Grant for 2017. A preliminary study and layout of the pond has been completed and provided with this proposal.

Analysis of the West Business Park Storm Water Pond (Basin AC 100D)

The City has a large pond system that provides storm water treatment to the West Business Park off of American Boulevard and residential areas off of Lawrence Drive. The basin is AC 100D. The pond was originally designed to treat to 80% TSS. The pond drains to another pond in Basin AC 100 B via a low flow storm sewer and higher flow swale. Both ponds then drain through another low flow storm sewer and higher flow swale west of Lawrence Drive to the Ashwaubenon Creek.

In December of 2015, the City received a large amount of rain after an already wet month. This resulted in flooding problems from West Business Park Pond. The pond retained water for an extended period of time. The storm sewer throughout the area was surcharged. There was street flooding for several days on Bridge Port Lane. The City pumped water from the ponds to supplement the low flow storm sewer pipe for several days after the rain. Very little flow was going through the overflow swale. The original report recommended the swale overflow be built with an overflow elevation of 630.0 (West De Pere Datum). In 2002, the swale was built to be

built to an overflow elevation of 633.00 (West De Pere Datum). The downstream pond in Basin AC 100B (also services AC100C) was not overflowing. The downstream systems will need to be analyzed for any recommended impacts the West Business Park Pond.

Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basin ER040A and ER040B)

The City has a storm water pond in Jim Martin Park that treats storm water from adjacent residential areas and De Pere High school (Basin ER40B). The pond discharge goes through a low flow pipe with a swale to transport higher flows. Over the last several years, new development has occurred along Shelley Lane and adjacent to the swale. Several properties have filled part of the swale. During the heavy rain in December of 2015, the swale was surcharged at this location, along with the swale downstream of Brule Road. Ultimately, this system discharges south of Chicago Street to tributary of the East River. The low flow storm sewer and high flow swale both discharge to a storm sewer end wall under Brule Road.

The culvert under Brule Road discharges to another swale to the east. This swale was also surcharged. The swale continues to an 18" storm sewer and then a 30" storm sewer before ultimately discharging to a tributary of East River, located south of Chicago Street.

SCOPE OF SERVICES:

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

Design the Optimist Park Storm Water Management Pond (Basin FE190A)

Consultant services include:

- Complete the final design of the storm sewer pond.
- Provide detailed plans and details for the pond construction for inclusion in the City project.
- Provide plan and profile sheets and details for the storm sewer inlet and outlets from the existing Cook Street storm sewer.
- Provide technical specifications.
- Provide bid items and cost estimate.
- Prepare and submit permits for the pond.

Analysis of the West Business Park Storm Water Pond (Basin AC 100D)

Consultant services for this analysis include:

- Review and analyze the existing pond outlet design based on the existing elevations and the street flooding.
- Recommend improvements to the outlet/swale with a conceptual design and preliminary cost estimate.
- Analyze impacts to downstream pond for in Basin AC100B. If necessary, recommend

- improvements to the outlet and emergency overflow structure.
- Provide a memo with supporting documentation on the results.

Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basin ER040A and ER040B)

Consultant services for this analysis include:

- Review and analyze the existing pond and outlet along with other discharges to the swale between the Jim Martin Park Pond and Brule Road.
- Analyze the downstream swale east of Brule Road and the storm sewer on Des Plaines to the outlet.
- Recommend improvements and preliminary estimates based on the analysis.
- Determine if filling completed within the easement west of Brule Road is impacting the ability for water movement through the easement or if the easement is acting as a storage facility and not impacted by the filling.
- Provide a memo documenting the results.

Meetings

The consultant should include three meetings in the proposal as follows:

- Kickoff meeting, including a review of the site.
- Preliminary design meeting.
- Final design meeting.

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

SCHEDULING:

The proposal will be taken to the Board of Public Works on August 8th and Council on August 16th. The contract will need to be approved by the Wisconsin Department of Natural Resources prior to the starting of the project. Based on this, work is anticipated to start in late September.

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 includes the following:

1. Plans in AutoCAD and .pdf for insertion on the bid documents for the Optimist Park Pond
The City will be on-line bidding the project with the 11"x17" .pdf plan set.
2. Provide technical specifications for bidding the Optimist Park Pond.
3. Provide bid items, quantities, and an engineer's estimate for the Optimist Park Pond. 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 storm basins and subbasins areas used in modeling and analysis.
5. Provide design memos and associated calculations for the West Business Park pond and Jim Martin Park pond outfall analysis.
6. Provide regulatory approvals.

The City will prepare the bid documents and bid the Optimist Park Pond project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant:

1. Field survey.
2. Existing reports and design studies.
3. Drainage basin information in a CAD format.
4. Parcel information in a CAD format.
5. Water surface elevations during the flooding in December 2015 at the West Business Park Pond.

The City will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Fee Breakdown:

Design the Optimist Park Storm Water Management Pond (Basin
FE190A): _____Analysis of the West Business Park Storm Water Pond (Basin AC
100D): _____Analysis of the storm sewer and drainage swale from the Jim Martin
Park Pond (Basin ER040A and ER040B): _____

Project Meetings (Three): _____

OPTIMIST PARK STORM WATER MANAGEMENT POND (BASIN FE190A)

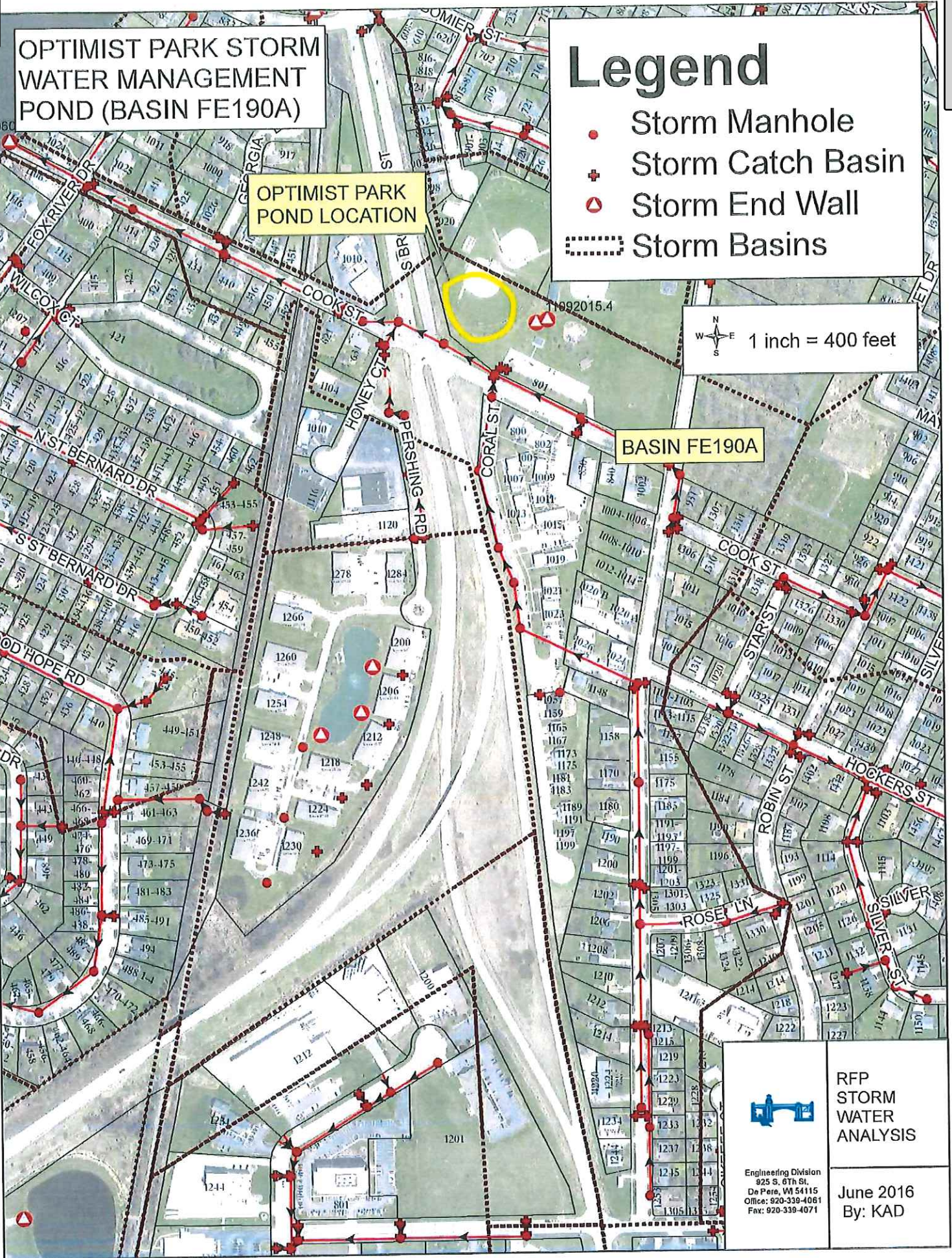
OPTIMIST PARK
POND LOCATION

Legend

- Storm Manhole
- + Storm Catch Basin
- ◡ Storm End Wall
- Storm Basins

N
W E
S 1 inch = 400 feet

BASIN FE190A



Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

RFP
STORM
WATER
ANALYSIS

June 2016
By: KAD

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com



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MEMORANDUM

TO: Eric Rakers, P.E.
FROM: Kendra Hansen, P.E.
DATE: June 2, 2014
SUBJECT: Optimist Park Stormwater Pond Evaluation

The City of De Pere is pursuing locations for construction of regional stormwater quality control facilities to help meet state requirements. Optimist Park in the City of De Pere was evaluated to determine the viability for construction of a regional stormwater pond to address quality control needs. The drainage basin tributary to the park consists of approximately 47.6 acres. The approximate composition of the area is 85% medium density residential land use and 15% high-density residential land use.

A portion of an adjacent parcel along the northwest edge of the site is the preferred location for pond placement. This location is outside of the current programmed park space and is located at the low end of the park downstream of all drainage basin contributing pipes. The maximum area for the top of pond at this location was determined by approximating the edges of the existing ball diamond, the western lot line for the residential parcel, the right-of-way of S. Broadway St and locating an offset line 50' south of the existing house (see exhibit). The ground surface in this area is approximately 615, based on 2-foot contour mapping for the area. The storm sewer invert at the SW corner of Optimist Park is 610.36. The pond permanent pool was set at 609.00 to accommodate the pipe slope from the main to the pond and allow a 1-foot freeboard below the pipe discharge invert elevation. Using a 3:1 maximum embankment slope, the permanent pool surface area was determined to be approximately 4,600 s.f. (0.105 ac.). An assumed outfall structure was used to evaluate the pond efficiency. This outfall structure consists of a vertical standpipe with two (2), 6-inch orifices at the permanent pool elevation of 609.00. The standpipe top was set at an elevation 3' above the permanent pool, and a 24-inch outfall pipe conveys discharge from the pond back to the existing storm sewer.

A WinSLAMM evaluation of the pond resulted in a removal of approximately 5,550 lbs of suspended solids, for a removal efficiency of 43.5%. This removal efficiency could be adjusted slightly depending on the final configuration of the outlet structure. For the outlined configuration, the maximum water surface of the pond will be approximately 611.25 for the 10-year storm.

This pond location maintains all current uses of the park. No facilities are required to be removed to accommodate the pond construction. However, this location limits the pond

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size and thus the removal efficiency is also limited. In addition, this pond is located approximately 250' north of the existing storm sewer main. During future detailed design of the pipe conveyance from the main at the southwest corner of the site to the pond and from the pond back to the main, it is very possible that adequate slope in the pipes are not attainable. In that event, alternative locations upstream on the existing storm main for the diversion pipe tap to the pond will need to be investigated.

Other potential locations for a pond within Optimist Park were investigated. In order to maximize the drainage basin area captured for treatment, the pond should be located downstream of the 18" pipe connection at Coral Street. This results in a pond location west of the existing parking lot. Depending on the future park configuration, the pond size in this area could be enlarged to increase the removal efficiency. In addition, this location is very near the existing storm sewer main, which would reduce the cost of infrastructure to convey water from the storm sewer system to the pond and back to the main. The ground surface increases elevation to the east, so the farther east the pond is located, the greater the required depth of the facility. In this case, a larger overall pond footprint would be needed in order to maintain the same permanent pool surface area.

A third potential pond location is upstream of the 18" pipe connection at Coral Street. This location would eliminate approximately 15.5 acres from the drainage basin based on assumed drainage paths. Using the same pond size and outlet configuration as the preferred option on this smaller drainage basin results in an increased removal percentage (49.8%) but a decrease in overall pounds of solids removed (4,100 lb). There is more flexibility in this area to increase suspended solids removal by modifying the pond size, but it would reduce the land availability for athletic fields or other uses on the site. A 67% removal rate or greater would be needed to exceed the overall pounds of suspended solids removal achieved by the preferred pond location. In order to achieve a comparable level of removal, the pond at this location would need to be approximately doubled in size.

KAH:kah

J:\Jobs2014\20142010\Project_Information\Correspondence\memo\ 14-0602_Optimist Park Memo.docx

Pond Exhibit

cc:



GRAEF

PROJECT NUMBER: 2014-2010.00
 DATE: 6-11-2014
 SCALE: 1"=200'
 REFERENCE SHEET: N/A

PROJECT TITLE: DE PERE STORMWATER PROJECTS

SHEET TITLE: OPTIMIST PARK POND
 LOCATION ALTERNATIVES

ADD, CB, RFI #

EXH



Legend

- Storm Manhole
- ✚ Storm Catch Basin
- ◡ Storm End Wall
- ▤ Storm Basins

N
W E
S
1 inch = 800 feet

ANALYSIS OF WEST BUSINESS PARK STORM WATER POND (BASIN AC100D)

21" LOW FLOW STORM SEWER

DITCH OVERFLOW

WEST BUSINESS PARK POND (AC100D)

BASIN AC100D



Engineering Division
925 S. 6TH ST.
DO PERE, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

RFP
STORM
WATER
ANALYSIS

June 2016
By: KAD

ANALYSIS OF WEST BUSINESS PARK STORM WATER POND (BASIN AC100B)

- 
 1 inch = 800 feet

1 inch = 800 feet

24" LOW FLOW
STORM SEWER

OVERFLOW
SWALE

BASIN AC100B

BASIN AC100B
POND

DITCH OVERFLOW

21" LOW FLOW
STORM SEWER

RFP
STORM
WATER
ANALYSIS

Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

June 2016
By: KAD

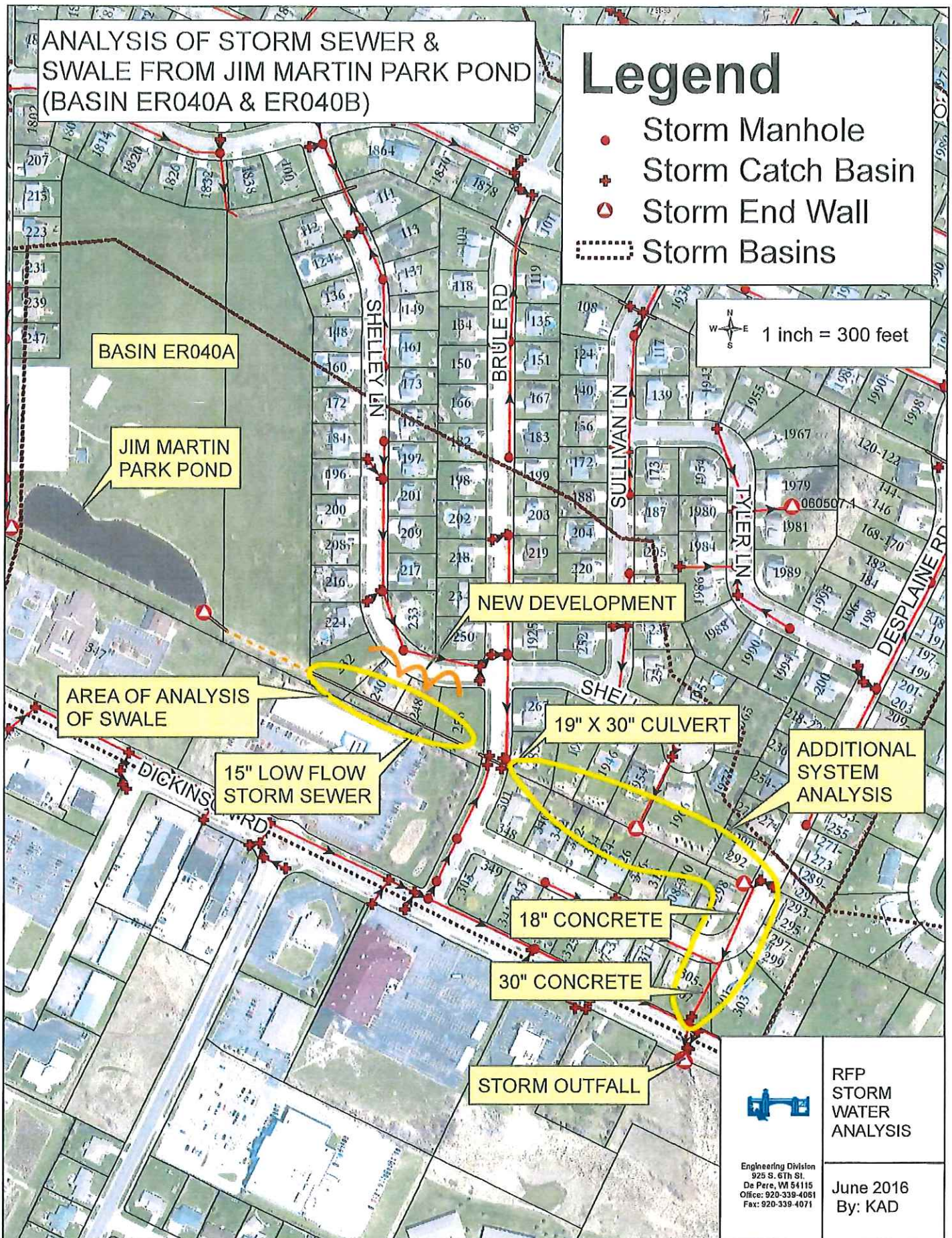


EXHIBIT B

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com



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July 22, 2016

Eric P. Rakers, P.E.
City Engineer
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115-1199

SUBJECT: Engineering Proposal
Storm Water Pond Design - 2016

Dear Eric:

In response to your Request for Proposal dated June 28, 2016, we are hereby submitting our engineering proposal for the above project. As per your instructions, we have included the Proposal Fee Schedule as a part of this submittal.

If we are selected for the project, the engineering design and permitting tasks will be managed and, for the most part, completed by **Kendra A. Hansen, P.E., LEED AP** with support as needed by technical staff located in our Green Bay office.

It is our understanding that the project will commence on or about September 26, 2016.

We appreciate the opportunity to submit a proposal on this project and look forward to working with you. If you have any further questions, feel free to give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read "MJL", followed by a horizontal line.

Michael J. Lefebvre, P.E.
Vice President

MJL: mjl
G:\GB\Mkt\Proposals\Letter Proposals\MUN_Municipal Consulting\De Pere\2016 Stormwater_20_0716

Enclosures

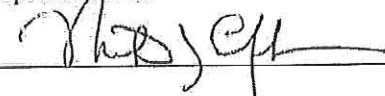
**Proposed Fee Schedule
Storm Water Pond Design-2016
City of De Pere
July 22, 2016**

Company Name: Graef-USA Inc. (dba GRAEF)

Company Address: 1150 Springhurst Drive, Suite 201

Company Address: Green Bay, Wisconsin 54304

Company Representative: Michael J. Lefebvre, P.E.

Signature: 

Fee Total: \$ 18,200.00

Fee Breakdown:

Design of the Optimist Park Storm Water Management Pond (Basin FE190A):	\$ 7,600.00
Analysis of the West Business Park Storm Water Pond (Basin AC100D):	\$ 5,000.00
Analysis of the storm sewer and drainage swale from the Jim Martin Park Pond (Basin ER040A and ER040B):	\$ 4,400.00
Project Meetings (Three):	\$ 1,200.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 20, 2016

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #16-98, A Resolution Authorizing and Providing for the Sale and Issuance of \$7,985,000* General Obligation Promissory Notes, Series 2016A, and All Related Details.

ATTACHMENTS:

- Resolution #16-98 - De Pere 2016A G.O. Prom Notes - Award Resolution (DOCX)

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

September 20, 2016

Resolution No.: 16-98

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$7,985,000* General Obligation Promissory Notes, Series 2016A,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of De Pere, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs to finance (i) upgrades to information systems; improvements to City Hall; vehicle replacement for the fire department; equipment repair and maintenance for the public works and parks departments; improvements to public parks; construction and improvements to streets, sidewalks, cross walks, and walk signals; bridge maintenance and improvements, construction of a regional stormwater detention pond, and remote-read meter replacement for the water and wastewater utilities (collectively, the “**Project**”), and (ii) the current refunding of some or all outstanding maturities of the City’s \$4,050,000 General Obligation Corporate Purpose Bonds, Series 2006A, dated June 15, 2006 (collectively, the “**Refunding**”).
2. On July 19, 2016, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately \$8,995,000 for the purposes of the Project and the Refunding (the “**Initial Resolution**”).
3. The Clerk of the Issuer caused notice of the sale (the “**Notice to Bidders**”) of the City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2016A (the “**Obligations**”) to be given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the notice.
4. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Official Terms of Offering**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.
5. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____, or a group that it represents (the “**Purchaser**”), to purchase the Obligations on the terms specified in the

Purchaser's bid. The Purchaser bid the price of \$_____ for the entire issue of Obligations (the "**Purchase Price**") and specified that the Obligations maturing on September 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$795,000	____%	2022	\$730,000	____%
2018	795,000	____	2023	710,000	____
2019	915,000	____	2024	910,000	____
2020	735,000	____	2025	885,000	____
2021	915,000	____	2026	595,000	____

6. The Purchaser's bid complies with all terms of the Notice to Bidders and the Official Terms of Offering.

7. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

8. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context clearly requires another meaning.

"**Book-Entry System**" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Agreement**" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 18.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Financial Officer” means the Issuer’s Treasurer.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” means the Issuer’s Common Council.

“Initial Resolution” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of De Pere, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Obligations” means the \$7,985,000 City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2016A, which will be issued pursuant to this resolution.

“Official Terms of Offering” has the meaning set forth in the recitals to this resolution.

“Original Issue Date” means October 19, 2016.

“Prior Bonds” means the Issuer’s \$4,050,000 General Obligation Corporate Purpose Bonds, Series 2006A, dated June 15, 2006.

“Project” has the meaning given in the recitals to this resolution.

“Purchase Price” has the meaning given in the recitals to this resolution.

“Purchaser” has the meaning given in the recitals to this resolution.

“Record Date” means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

“Recording Officer” means the Issuer’s Clerk.

“Redemption Date” means December 1, 2016.

“Refunded Bonds” means the 2017 through and including 2025 maturities of the Prior Bonds.

“**Refunding**” means the current refunding of the Refunded Bonds.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

[“**Term Notes**” means the Obligations maturing on September 1, 20__.]

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the aggregate principal amount of \$7,985,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of (i) the Project, (ii) the Refunding, and (iii) certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of De Pere, Wisconsin General Obligation Promissory Notes, Series 2016A.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2017, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the

Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$795,000	____%
2018	795,000	_____
2019	915,000	_____
2020	735,000	_____
2021	915,000	_____
2022	730,000	_____
2023	710,000	_____
2024	910,000	_____
2025	885,000	_____
2026	595,000	_____

To comply with statutory limitations on maximum maturity, the Issuer specifies that the Obligations are being issued to pay and discharge the original debts represented by the Refunded Bonds in the order in which such original debts were incurred. This means that, for this purpose, the first maturities of the Obligations are being issued to pay and discharge the Refunded Bonds, as opposed to financing the Project, and that each original debt represented by a Refunded Bond will be repaid within twenty years of the original date of such debt. For other purposes, the Issuer may treat the proceeds of each maturity of the Obligations as being applied in a different way.

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Refunding of Refunded Bonds.

To provide for the redemption of the Refunded Bonds on the Redemption Date [and the payment of interest due on said date], the Financial Officer is directed to transfer proceeds of the Obligations to the debt service fund account for the Prior Bonds. The transfer shall be made on or prior to the Redemption Date. The amount transferred shall be sufficient, together with all other funds then on deposit in such debt service fund account, to pay the redemption price of the Prior Bonds on the Redemption Date.

Section 6. Redemption of Refunded Bonds.

Subject to the delivery of the Obligations and the receipt of the Purchase Price for the Obligations from the Purchaser, the Issuer irrevocably directs that the principal amount of the Refunded Bonds be redeemed and paid in full in advance of their stated maturity dates on the Redemption Date. The appropriate officers of the Issuer are directed to instruct the fiscal agent for the Prior Bonds to take all actions required to call the Refunded Bonds for redemption on the Redemption Date, including giving notice in the manner required by the governing documents

for the Prior Bonds; *provided, however*, that no such action may be taken to redeem the Refunded Bonds until after the Obligations are delivered and paid for. Notwithstanding the foregoing, the Issuer ratifies and approves any action that has been taken in connection with the Refunding and the redemption of the Refunded Bonds prior to the date of this resolution.

Section 7. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 8. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 9. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

The Issuer may decide on any date not to maintain the Obligations in a Book-Entry System. If the Issuer decides not to maintain a Book-Entry System, then it will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 10. Redemption.

The Obligations maturing on and after September 1, 2024 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the

order of maturity selected by the Issuer, on September 1, 2023 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 11 and 12 hereof [, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Term Notes are also subject to mandatory partial redemption prior to their stated maturity date by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”), the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediate preceding paragraph) of the Term Notes:

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
_____	\$ _____
_____ (Stated Maturity)	_____]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in accordance with Sections 11 and 12 hereof, and the Issuer will give notice of the redemption in the manner stated in said sections.]

Section 11. Manner of Payment/Transfers Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

Section 12. Manner of Payment/Transfers/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

Section 13. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 14. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 15. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 16. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "**Purchase Agreement**"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Financial Officer is directed to comply with the terms of the Official Terms of Offering with respect to any good-faith deposit requirements.

The officers of the Issuer are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Official Terms of Offering, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price as required by the Official Terms of Offering.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 17. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. This tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2016	\$_____	2021	\$_____
2017	_____	2022	_____
2018	_____	2023	_____
2019	_____	2024	_____
2020	_____	2025	_____

Section 18. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 19. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (a) used to pay the costs of the Project, the Refunding, and issuing the Obligations, or (b) transferred to the Debt Service Fund Account as provided by law.

Section 20. Official Statement.

The Issuer approves and ratifies the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and approves the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 21. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 22. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 23. Qualified Tax-Exempt Obligations.

The Issuer designates the Obligations as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

Section 24. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 25. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 26. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 27. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 28. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: September 20, 2016

Approved: September ____, 2016

Mayor

Clerk

EXHIBIT A
FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-____

\$_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	September 1, 20__	October 19, 2016	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2017, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$7,985,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on July 19, 2016 and (2) the resolution duly adopted by the governing body of the Issuer on September 20, 2016, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$7,985,000 General Obligation Promissory Notes, Series 2016A, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Issuer decides *not* to maintain the Obligations in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid, on each interest payment date, by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the person or entity in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after September 1, 2024 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on September 1, 2023 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below [, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Obligations maturing on September 1, 20__ (collectively, the “**Term Notes**”) are also subject to mandatory partial redemption prior to their stated maturity date, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund**

Redemption Date”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediate preceding paragraph) of the Term Notes:

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20____	\$_____
20____ (Stated Maturity)	_____]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Attachment: Resolution #16-98 - De Pere 2016A G.O. Prom Notes - Award Resolution (5125 : Resolution #16-98)

Certificate of Authentication

Dated: October ____, 2016

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

Attachment: Resolution #16-98 - De Pere 2016A G.O. Prom Notes - Award Resolution (5125 : Resolution #16-98)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

Attachment: Resolution #16-98 - De Pere 2016A G.O. Prom Notes - Award Resolution (5125 : Resolution #16-98)

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF DE PERE, WISCONSIN
RELATING TO NOTE SALE

On September 20, 2016, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of \$7,985,000. It is anticipated that the closing of this note financing will be held on or about October 19, 2016. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: September ____, 2016

/s/ Shana D. Ledvina
City Clerk

Attachment: Resolution #16-98 - De Pere 2016A G.O. Prom Notes - Award Resolution (5125 : Resolution #16-98)

CERTIFICATIONS OF CLERK

I, Shana D. Ledvina, certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of \$7,985,000 General Obligation Promissory Notes, Series 2016A and All Related Details

I further certify as follows:

1. **Meeting Date.** On September 20, 2016, a meeting of the Governing Body was held beginning at _____ p.m.
2. **Posting.** On September ____, 2016 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On September ____, 2016 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on September ____, 2016, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on September ____, 2016.

Clerk

[SEAL]

Attachment: Resolution #16-98 - De Pere 2016A G.O. Prom Notes - Award Resolution (5125 : Resolution #16-98)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 20, 2016

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #16-99, A Resolution Authorizing and Providing for the Sale and Issuance of \$890,000* Taxable General Obligation Promissory Notes, Series 2016B, and All Related Details.

ATTACHMENTS:

- Resolution #16-99 - De Pere 2016B Taxable G.O. Prom Notes - Award Resolution (DOCX)

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

September 20, 2016

Resolution No.: 16-99

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$890,000* Taxable General Obligation Promissory Notes, Series 2016B,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of De Pere, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs to finance development grants within the City’s Tax Incremental Districts Nos. 7 and 8 (collectively, the “**Project**”).
2. On July 19, 2016, the Governing Body adopted an initial resolution authorizing the issuance of taxable general obligation promissory notes of the Issuer in the principal amount of approximately \$890,000 for the purposes of the Project (the “**Initial Resolution**”).
3. The Clerk of the Issuer caused notice of the sale (the “**Notice to Bidders**”) of the City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2016B (the “**Obligations**”) to be given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the notice.
4. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Official Terms of Offering**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.
5. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____, or a group that it represents (the “**Purchaser**”), to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$_____ for the entire issue of Obligations (the “**Purchase Price**”) and specified that the Obligations maturing on September 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$85,000	____%	2022	\$85,000	____%
2018	85,000	____	2023	85,000	____
2019	90,000	____	2024	90,000	____
2020	95,000	____	2025	90,000	____
2021	95,000	____	2026	90,000	____

6. The Purchaser's bid complies with all terms of the Notice to Bidders and the Official Terms of Offering.

7. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

8. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context clearly requires another meaning.

"Book-Entry System" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"Debt Service Fund" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"Debt Service Fund Account" has the meaning set forth in Section 18.

"Depository" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“**DTC**” means The Depository Trust Company.

“**Financial Officer**” means the Issuer’s Treasurer.

“**Fiscal Agent**” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“**Governing Body**” means the Issuer’s Common Council.

“**Initial Resolution**” has the meaning set forth in the recitals to this resolution.

“**Issuer**” means the City of De Pere, Wisconsin.

“**Municipal Officers**” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“**Obligations**” means the \$890,000 City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2016B, which will be issued pursuant to this resolution.

“**Official Terms of Offering**” has the meaning set forth in the recitals to this resolution.

“**Original Issue Date**” means October 19, 2016.

“**Project**” has the meaning given in the recitals to this resolution.

“**Purchase Price**” has the meaning given in the recitals to this resolution.

“**Purchaser**” has the meaning given in the recitals to this resolution.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

[“**Term Notes**” means the Obligations maturing on September 1, 20____.]

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, taxable general obligation promissory notes of the Issuer in the aggregate principal amount of \$890,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and certain expenses of issuing the Obligations (including printing costs and fees for financial consultants, bond counsel, fiscal agent, rating agencies, insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of De Pere, Wisconsin Taxable General Obligation Promissory Notes, Series 2016B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each March 1 and September 1, beginning on March 1, 2017, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The Issuer and the Fiscal Agent may treat the person or entity in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017	\$85,000	____%
2018	85,000	_____
2019	90,000	_____
2020	95,000	_____
2021	95,000	_____
2022	85,000	_____
2023	85,000	_____
2024	90,000	_____
2025	90,000	_____
2026	90,000	_____

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

The Issuer may decide on any date not to maintain the Obligations in a Book-Entry System. If the Issuer decides not to maintain a Book-Entry System, then it will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the

aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations are not subject to optional redemption prior to their stated maturity dates.

[The Term Notes are subject to mandatory partial redemption prior to their stated maturity date by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”), the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediate preceding paragraph) of the Term Notes:

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
_____	\$_____
_____ (Stated Maturity)	_____]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in accordance with Sections 9 and 10 hereof, and the Issuer will give notice of the redemption in the manner stated in said sections.]

Section 9. Manner of Payment/Transfers Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

[The Fiscal Agent will not be required to make any transfer of the Obligations
(i) during the 15 calendar days before the date of the sending of notice of any proposed

redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.]

[Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.]

[Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.]

Section 10. Manner of Payment/Transfers/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

[The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.]

[Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the

redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.]

[Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.]

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "**Purchase Agreement**"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Financial Officer is directed to comply with the terms of the Official Terms of Offering with respect to any good-faith deposit requirements.

The officers of the Issuer are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Official Terms of Offering, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price as required by the Official Terms of Offering.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. This tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2016	\$_____	2021	\$_____
2017	_____	2022	_____
2018	_____	2023	_____
2019	_____	2024	_____
2020	_____	2025	_____

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (a) used to pay the costs of the Project and issuing the Obligations, or (b) transferred to the Debt Service Fund Account as provided by law.

Section 18. Official Statement.

The Issuer approves and ratifies the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and approves the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 22. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 23. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 24. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: September 20, 2016

Approved: September ____, 2016

Mayor

Clerk

EXHIBIT A
FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF DE PERE

Registered

No. R-_____ \$_____

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	September 1, 20__	October 19, 2016	241361 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF DE PERE, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on March 1 and September 1, beginning on March 1, 2017, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$890,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on July 19, 2016 and (2) the resolution duly adopted by the governing body of the Issuer on September 20, 2016, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$890,000 Taxable General Obligation Promissory Notes, Series 2016B, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Issuer decides *not* to maintain the Obligations in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid, on each interest payment date, by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the person or entity in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations are not subject to optional redemption prior to their stated maturity dates.

[The Obligations maturing on September 1, 20__ (collectively, the “**Term Notes**”) are also subject to mandatory partial redemption prior to their stated maturity date, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediate preceding paragraph) of the Term Notes:

Sinking Fund Redemption Date (September 1)	Principal Amount To be Redeemed
20__	\$ _____
20__ (Stated Maturity)	_____]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below].

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

[The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.]

[Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.]

[Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.]

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal

amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

[The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.]

[Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.]

[Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed redemption date, to the registered owners of the Obligations which have been called for redemption.]

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF DE PERE, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Attachment: Resolution #16-99 - De Pere 2016B Taxable G.O. Prom Notes - Award Resolution (5126 : Resolution #16-99)

Certificate of Authentication

Dated: October ____, 2016

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

Attachment: Resolution #16-99 - De Pere 2016B Taxable G.O. Prom Notes - Award Resolution (5126 : Resolution #16-99)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE
CITY OF DE PERE, WISCONSIN
RELATING TO NOTE SALE

On September 20, 2016, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of De Pere, Wisconsin authorized the borrowing of money and entered into a contract to sell taxable general obligation promissory notes in the principal amount of \$890,000. It is anticipated that the closing of this note financing will be held on or about October 19, 2016. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 335 South Broadway Street, De Pere, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: September ____, 2016

/s/ Shana D Ledvina
City Clerk

Attachment: Resolution #16-99 - De Pere 2016B Taxable G.O. Prom Notes - Award Resolution (5126 : Resolution #16-99)

CERTIFICATIONS OF CLERK

I, Shana D. Ledvina, certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of \$890,000 Taxable General Obligation Promissory Notes, Series 2016B and All Related Details

I further certify as follows:

1. **Meeting Date.** On September 20, 2016, a meeting of the Governing Body was held beginning at _____ p.m.
2. **Posting.** On September _____, 2016 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On September _____, 2016 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay, and _____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on September ____, 2016, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on September ____, 2015.

Clerk

[SEAL]

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 20, 2016

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #16-100, Authorizing Health Risk Assessment Services Agreement Between the City of De Pere and Bellin Memorial Hospital, Inc. D/B/A Occupational Health Solutions ("Bellin") (Health Risk Assessments for Health Plan Participants).

ATTACHMENTS:

- Reso16-100 (DOCX)
- 2016 HRA Contract (PDF)
- 2017 Council Recommendation (Final)(DOCX)

RESOLUTION #16-100

AUTHORIZING HEALTH RISK ASSESSMENT SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND BELLIN MEMORIAL HOSPITAL, INC.,
D/B/A OCCUPATIONAL HEALTH SOLUTIONS ("BELLIN")
(Health Risk Assessments for Health Plan Participants)

WHEREAS, the City is interested in purchasing health risk assessment evaluations from Bellin for participants in its health plan; and

WHEREAS, the Finance/Personnel Committee has reviewed and recommends approval of the health risk assessment services purchase.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of September, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-100 (5118 : Resolution #16-100, Bellin Health)



HEALTH RISK ASSESSMENT SERVICES AGREEMENT

This Agreement is entered into by and between Bellin Occupational Health Solutions, ("Bellin"), a division of Bellin Memorial Hospital, Inc. and **City of De Pere ("Client") effective October 1, 2016.**

1. Scope of Services. Client agrees to purchase, and Bellin agrees to conduct, Health Risk Assessments of participants in Client's health and/or wellness plans. The Assessment services provided by Bellin shall include:

a. Assessments: Obtaining health information from participants by administering health questionnaires, taking personalized body measurements/composition, performing blood pressure tests, performing blood tests capable of measuring nicotine use and other factors (TC, HDL, LDL, Triglycerides, Chemistry Panel, Liver Function, Glucose) and assimilating test results, scores, measurements and other information into meaningful analysis.

b. Individualized Health Reports: Prepared and delivered to each participant

c. Executive Summary: Prepared and delivered to Client containing aggregate data of Assessments without disclosing individual assessment scores or results.

2. Payment for Services. Client agrees to pay Bellin the following amounts for its services:

a. Health Risk Assessment pricing per single session (including individualized health report and report to Client with group summary data):

15 or more Assessments at Client's location/visit	\$ 65.00 per Assessment, or
11-14 Assessments at Clients' location/visit	\$ 75.00 per Assessment, or
4-10 Assessments at Clients' location/visit	\$105.00 per Assessment, or
1-3 Assessments at Clients' location (worksite or home)/visit	\$165.00 per Assessment, or
Remote Kits	\$115.00 per Assessment, or
Individual Assessment at a Bellin Clinic	\$ 65.00 per Assessment

Attachment: 2016 HRA Contract (5118 : Resolution #16-100, Bellin Health)

b. Miscellaneous charges:

Gap in schedule if more than five consecutive gaps	\$15.00 each
PSA Lab Tests	\$25.00 each
Saturday or Sunday Assessments	\$10.00 additional per each
Translator fee	\$25.00 per hour
Out of Bellin service area: HRA's between 7pm & 7am	\$10.00 additional per each
Out of Area: Cancellation Fee – If services are cancelled after the signed contract	25% of the cost of the HRA's

c. Feedback and Coaching:

Option 1: **Face to Face Feedbacks**

\$50.00 per hour for Bellin personnel available on-site at Client's location to provide individual explanations of HRA results to participants. Schedule will be agreed upon by Client and Bellin.

Option 2: **Telephonic Feedbacks**

\$15.00 per feedback making three attempts to the participant. If the participant is active in reaching back to Bellin, attempts will continue until closed.

d. All prices are subject to increase upon 30 days notice to Client. All invoices shall be paid by Client within 30 days of the invoice date. Client shall be responsible for all costs of collection, including reasonable attorneys' fees and costs.

3. **Term of Agreement.** This agreement shall be for a term of one year and shall automatically renew for successive one-year periods unless written notice of non-renewal is provided prior to the end of the term by either party. Either party may terminate this agreement during the term upon 60 days written notice.

4. **Miscellaneous.**

a. **Assessment Procedures:** All participants will be required to sign voluntary Consents and Authorizations in order to proceed with the Assessment, any participant who fails to sign the Consent and Authorization will not be allowed to participate in the process. Once the information is obtained from the participant, Bellin will forward the laboratory results of the blood draw (via electronic download) to its subcontractor, (currently Healics Inc.) and will separately forward the completed health questionnaires via mail or overnight delivery to Healics. Healics, on behalf of Bellin, will then prepare the individualized report for each participant which explains the results of the Assessment. The individual results will be compiled by Healics into an Executive Summary which will be delivered to Client. This summary does not contain personal identifiable health information of any participant, but only a compilation of overall data for planning purposes. Bellin and Healics have arranged appropriate safeguards for all participant information obtained through the Assessment process. Bellin does not participate in any feedback or coaching sessions except as may be agreed upon as listed above. Charges for Bellin's subcontractors are included in the above pricing, unless Client orders additional services directly from a subcontractor.

b. **Client obligations:** Client agrees to provide Bellin's staff with adequate working space and materials needed to perform the HRA services, to take all steps reasonably necessary to ensure that participants are on-

time for their Assessments and to otherwise cooperate in the Assessment process. Client agrees to appoint an HRA program manager to serve as Bellin's primary contact person, to assist with the coordination of the services contemplated by this Agreement, to ensure that the HRA Services are performed in a professional and efficient manner and to assist Bellin with resolving any issues that may arise as requested by Bellin. Client shall also assign a site coordinator to facilitate efficient and professional performance of the Assessment process if the HRA program manager is not available at the location.

c. Confidentiality. Bellin is a covered entity as defined by the medical privacy rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as such is obligated to comply with HIPAA and its implementing regulations. Client agrees to comply with any requirements applicable to it under HIPAA or as Bellin may require satisfying its HIPAA obligations.

Each of the parties further recognizes that, in the coordination and performance of the HRA Services, they may gain knowledge and information about the other party's financial arrangements, business operations and plans, contracts, marketing and development plans and other proprietary information (collectively referred to as "Confidential Information"), the confidential nature of which is of great importance to the party to whom the information belongs and disclosure to or use of which would result in serious damage. Thus, during the term of this Agreement and thereafter, each of the parties agrees that it will not (unless specifically required by this Agreement or by law or required or permitted in writing) use, divulge, or disclose Confidential Information to any other person, firm, or organization unless such information is in the public domain or known by the parties to whom information is to be disclosed through no fault of the disclosing party. The rights and obligations of the parties pursuant to this Section shall survive the termination of this Agreement.

d. Intellectual Property. Client acknowledges and agrees that the Healics scorecard, scoring system and fact book is, and shall at all times remain, the sole and exclusive intellectual property of Healics ("Healics Intellectual Property"). Client further acknowledges and agrees that: (i) Client will not in any way modify or use Healics Intellectual Property; and that (ii) Bellin does not have any ownership interest in or ability to transfer or in any way modify the Healics Intellectual Property. The covenants contained in this paragraph and paragraph c shall survive the expiration or earlier termination of this Agreement.

e. Legal Advice. Client understands and agrees that Health Risk Assessments and the resulting reports are governed by various state and federal laws, and Client agrees that it will rely on its own legal counsel or other advisors for direction on compliance with those laws and regulations. Client also acknowledges that it is solely responsible for any use of or decisions that Client makes in connection with any Assessment results.

f. Indemnification. Client shall indemnify and hold Bellin harmless against any liability or expense (including Attorneys' fees) incurred by Bellin as a result of Client's, Client's employee's, or Client's agent or representatives use or disclosure of any protected health information provided by Bellin to Client or Client's agent or representative. Bellin shall indemnify and hold Client harmless against any liability or expense (including attorneys' fees) incurred by Client as a result of Bellin's, Bellin's employees' or Bellin's agents' or representatives' use or disclosure of any protected health information provided by Client to Bellin or Bellin's agents or representatives, other than disclosures to Client or Client's agent or representative(s), at Client's request. Further, the parties also agree to indemnify and hold each other harmless against any liability or expense (including actual attorneys' fees) incurred as a result of the said party's negligence or misconduct in carrying out the terms of this Agreement.

g. Entire Agreement. This Agreement sets forth the entire agreement and understanding between Bellin and Client with respect to the subject matter hereof, and supersedes all previous oral or written communications, representations, or agreements between the parties concerning the subject matter. The

services covered by this Agreement are in addition to any other services or agreements entered into between the parties for unrelated services.

h. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflicts of law. Any disputes arising under this Agreement shall be exclusively venued in the circuit court for Brown County, Wisconsin.

i. Amendment. This Agreement may not be amended except by a written instrument signed by both Parties.

j. Assignment/Subcontracting. Except as expressly provided herein, neither party may assign, transfer, delegate, or subcontract, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Bellin's use of agents and subcontractors shall not be deemed a violation of this Agreement. Moreover, Bellin shall have the right to replace its current subcontractors/vendors, including Healics, but in such case shall notify Client of the change and of any impact or modification that this may have in relation to any procedures described in this Agreement. If the change is unacceptable to Client, Client shall have the right to terminate the agreement.

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

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

CITY OF DE PERE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: 2016 HRA Contract (5118 : Resolution #16-100, Bellin Health)

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Consideration of 2017 Benefit Renewal and Plan Design Changes
 Date: August 9, 2016

Please note: The Finance/Personnel Committee and the City Council approved all the recommended changes as noted in the memo. The contract with Bellin Health is being presented for approval to conduct health assessments.

Employee Benefits

We want to make sure that the benefit plans we offer employees provide high quality, great service and are financially sustainable. We have been working the last 6 months preparing for the 2017 plan renewal. The review process included a market-based approach including plans, plan design and insurance carriers. We went out for market for most benefits offered by the City.

Market Changes

The largest market disruption we saw this year was in the insurance carrier market. The market saw our long-time self-funded health and dental insurance carrier Humana, acquired by Aetna. This change in the landscape really encouraged us to thoroughly look at the entire market for administrators.

In our evaluation of self-funded administrators we analyzed a few factors, those being: service levels, fee structure and provider network. Our evaluation of the market included a look at WPS/Arise, WEA/Cypress (through the League of WI Municipalities), Anthem Blue Cross, Blue Shield and UMR (a UnitedHealthcare company). We found that moving our plans to a new administrator would give us a 99% match rate on providers, with significant claims cost savings (approximately \$133,000) to the plan.

Effective 1/1/2017, we are recommending moving the administration of our self-funded health plan from Humana to UMR. We are also recommending moving the Pharmacy benefit program to CVS/Caremark with Wisconsin RX collaborative (aka National Cooperative Rx), and placing our stop loss with a UMR preferred vendor as we are able to closer to renewal. By changing pharmacy carriers, the anticipated savings is \$165,000. We also anticipate a savings moving stop loss carriers.

Medical Plan Design Changes

As we have done in the last few years, we are recommending some changes to the plan design that bring our plan in line with industry standards. There is a requirement to access the UMR Choice Plus network that in/out of network must have at least a \$250 differential. Therefore, the out-of-network deductible would be increased by that amount. The other recommended plan changes are:

Medical Benefit	City of De Pere Current	Industry Standard
Deductible	Deductibles reduce each other (par/non-par)	Deductibles do not reduce each other
Out of Pocket	Out of Pockets reduce each other (par/non-par)	Out of Pockets do not reduce each other
Supplemental Accident Benefit	\$300	No Supplemental Accident Benefit
Skilled Nursing Facility and Physician	100%	Deductible and Coinsurance
Hospice	100%	Deductible and Coinsurance
TMJ	Not Covered (Current coverage under Dental plan)	Deductible and Coinsurance (up to \$1,250 max)
Vision Therapy	Covered	Not Covered
Therapy Visits	Unlimited	60 or 100 visit combined limit
Dental Implants	Coverage under the Medical Plan	Not Covered (Standard is to cover under Dental plan)
Eye Exams	Covered In-Network and	Covered In-Network only

	Out-of-Network	
--	----------------	--

Medical Renewal Rates

Based on the above recommended plan design changes and the change in administrators, our plan is currently sustainable and we see no reason to change the rate structure of our health insurance plan. The medical trend is currently 8.5%. The rates would continue to be:

	Current - Renewal
Single	\$773.74
EE+1	\$1,440.08
Family	\$2,361.96
Retiree Single under 65	\$1,021.34
Retiree EE+1 under 65	\$1,900.91
Retiree Family under 65	\$3,117.79
Medicare Single over 65	\$696.37
Medicare Two over 65	\$1,392.74
Medicare one over one under 65	\$1,717.71

Dental Insurance

We are further recommending changes to the self-insured dental plan design to bring the plan to industry standards, and recommending staying with the current carrier, Humana. The overall recommended increase to our dental funding is approximately 3.6%. The dental trend is currently 4.5%.

<u>Dental Benefit</u>	<u>City of De Pere Current</u>	<u>Industry Standard</u>
Plan	Indemnity	Passive PPO
Preventative Services	Tracks towards Annual Maximum	Does not track towards Annual Maximum
Maximum	\$1,250 Maximum	Add Extended Maximum (30% coverage)
Coordination of Benefits	100%	Normally Liability
Dental Implants	Not Covered (current coverage under Medical plan)	Covered under Major Services in Dental Plan
TMJ	80% Basic	Covered under Medical Plan
Ortho	No Age Limit	To Age 19
Evidence Based Integrated Care (EBIC)	Not Included	Included
Sealants	To Age 15 – Limited to one (1) per tooth per lifetime and only on the occlusal surface of permanent molars which are free of decay and restoration	Cover sealants on molars to age 19

Dental Renewal Rates

<u>Current</u>	<u>2017 Renewal</u>	<u>Dental Associates</u>
Single - \$ 41.26	Single – \$42.75	Single - \$34.94
Family - \$125.44	Family - \$129.96	Family - \$99.71

Life and LTD

The market analysis for our current Life and Long Term Disability offering show that our plans are comprehensive and competitive.

Wellness

One of the best ways we can be pro-active in managing the benefit plans is by educating employees about managing their own personal health. This year we recommend implementing participation based Health Assessments (HAs) with a biometric screening. These basic health screenings will help members engage in their health and understand their overall status and risks. Individuals who choose to participate will receive a personalized report identifying their overall health status with individual score. The City will receive an Executive Summary which does NOT provide any personal health data. The Executive Summary will help us understand the overall risks of our members and be used to create wellness initiatives that address the overall risks.

What are Health Assessments?

The Health Assessment (HA) includes three components:

- **Health Questionnaire:** To be filled out by the participant and when combined with the biometrics, provides a personal health report for their review.
- **Biometric Session:** On-site fasting blood draw, blood pressure, height and weight measurements. This combined with the questionnaire provides a snapshot of participant's overall health. Off-site facilities will also be offered by the provider.
- **Feedback Session:** Face to face or telephonic review of the participant's results. Individuals will be educated on the meaning of the results and may need to seek additional care based on results. These confidential feedback assessment sessions will be conducted by professional RN/Health Coaches in either a private room onsite at the City or telephonically, if desired.

Employees enrolled in the health plan currently receive dollars in their Health Reimbursement Account (HRA) every January 1st. Health Assessments (HA's) are not required for members to be eligible for the health plan, but are encouraged as the funding of the health reimbursement account (HRA) will be affected by participation. The 2017 Health reimbursement dollars will be reduced by 50% but can be earned back by employees and spouses completing a Health Assessment (HA) in 2016. The total amount contributed to the HRA will then equal the same amount received in the past. Please note: The HRA dollars can be earned back by simply completing the Health Assessment (HA). The dollars contributed to employees HRA accounts will not be based on a participant's Health Assessment (HA) score.

Effective January 1, 2018, employees/spouses must have completed a wellness certificate in 2017 which demonstrates compliance with preventative screenings in addition to the Health Assessment (HA) in order to receive the additional HRA dollars. The preventative screenings include a complete physical and age appropriate screening such as breast, cervical and colorectal screenings (frequency for the medical exams/screenings would be determined by the member's physician). In addition, employees/spouses must complete a preventative dental exam and cleaning one time per year. The wellness certificate portion would be delayed the first year as we understand it sometimes can take 6+ months to get an appointment for a physical. As we are self-insured, preventative care is paramount to early detection which therefore reduces costs.

After a market review, we are recommending utilizing Bellin Health for the biometric screenings which uses Healics for their HA tool. The cost is approximately \$17,128 per year to conduct the HA's. We would also like to budget for optional/additional health coaching for participant's to work with nurses towards achieving their goals. The budget amount being proposed is \$5,200 per year. All funding would come directly from the health cash account. This account is running at approximately 70% loss ratio. Due to how well our plan is performing, these costs can be absorbed while maintaining a 0% increase to the fund for 2017.

Flexible Spending Account (FSA)/Health Reimbursement Account (HRA)/COBRA

Currently we utilize Benefit Advantage as the administrator for our FSA/HRA/COBRA programs. During the past year we have experienced significant service issues/concerns with Benefit Advantage due to system changes and their interface with our employees. This led us to the opinion that we needed to do a market analysis to consider our options.

Our market analysis identified EBC as a potential replacement for Benefit Advantage. In 2014, we had considered EBC due to potential financial savings, but determined that the minor savings did not outweigh the quality of services that Benefit Advantage had provided. With the service decline from Benefit Advantage, we believe that we will not only experience minor savings by transitioning to EBC, but their service to employees will also be superior.

NEW Voluntary Vision Benefit

In partnering with the Benefit/Wellness Advisory team, we hear from our employees that they would like a voluntary vision benefit offering. We will be partnering with UHC to make an offer of coverage for vision benefits. This benefit is voluntary and the entire cost of monthly premium will be paid by the employee, via payroll deduction.

Member Communication

Our rollout of 2017 benefit plans will include in-person employee meetings to educate employees and spouses on the plan changes. The meetings will be videotaped for those not able to attend the meetings.

All of the above recommendations were discussed with the Benefit/Wellness Advisory team and the team supports the recommended changes.

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 20, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #16-101, Authorizing Proposal/Contract Agreement for Antennas Between the City of De Pere and Dixon Engineering, Inc. (T-Mobile Upgrade - Merrill Street Water Tower).

The Board of Public Works at the September 12, 2016 meeting approved awarding the engineering services agreement to Dixon Engineering for the T-Mobile's wireless upgrade on the Merrill Street water tower.

The City received a request from T-Mobile regarding installation of wireless antennae facilities on the City's Merrill Street water tower. As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by T-Mobile. Staff has received payment from T-Mobile for funding the engineering services (See attached engineering agreement) to be performed by Dixon Engineering.

ATTACHMENTS:

- Reso16-101 (DOCX)
- Dixon - Merrill Tower - T- Mobile (PDF)

RESOLUTION #16-101

AUTHORIZING PROPOSAL/CONTRACT AGREEMENT FOR ANTENNAS
BETWEEN THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(T-Mobile Upgrade – Merrill Street Water Tower)

WHEREAS, the City is in need of engineering technical services regarding antenna installations and upgrades on the Merrill Street water tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering technical services within the required time.

WHEREAS, the Board of Public Works has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Proposal/Contract Agreement for Antennas between the City of De Pere and Dixon Engineering, Inc. attached hereto as Exhibit 1, provided that T-Mobile has paid to the City Treasurer the sum due and owing under such contract prior to execution thereof.

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 September, 2016.

APPROVED:

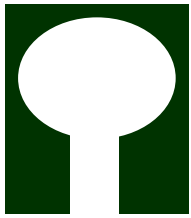
Michael J. Walsh, Mayor

ATTEST:

Shana L. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (414) 529-1859
Fax: (414) 529-3120

Proposal/Contract Agreement for Antennas

T-Mobile Upgrade

De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02

The agreement is between Dixon Engineering, Inc. (DIXON) and **City of De Pere, Wisconsin** (OWNER) to contract with DIXON for technical services for **T-Mobile** (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Six Thousand Four Hundred Fifty** dollars **\$6,450**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, P.E.

PROPOSED by DIXON (Not a contract until approved by an officer)

May 31, 2016

PROPOSAL DATE

CONTRACT APPROVED by OWNER POSITION DATE

CO SIGNATURE (if required) POSITION DATE

CONTRACT APPROVED by DIXON OFFICER EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

- a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A*T-Mobile Upgrade**De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02*

- I. Initial Site Inspection – Site Walk:
 - a. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - a. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - b. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

T-Mobile Upgrade

De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02

I. PAYMENT

- a. When service is rendered Owner shall pay DIXON the following line item prices:
 - i. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of **\$1,300.**
 - ii. Schedule A, Item II, Design and Plan Review, the lump sum of **\$1,350.**
(Site Walk prerequisite \$1,300)
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item III
 1. **(1)** Preconstruction Meetings **\$950** per meeting
 2. **(3)** Installation and Post Inspections **\$950** per inspection

II. INVOICES

- a. Invoices will be compiled monthly.
- b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$100.00	
Certified NACE Inspector.....	\$90.00	
Assistant Project Manager.....	\$80.00	
Staff Engineer – Level III.....	\$72.00 to \$85.00	
Staff Engineer – Level II.....	\$67.00 to \$80.00	
Staff Engineer – Level I.....	\$62.00 to \$75.00	
CAD Supervisor.....	\$65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$67.00 to \$85.00	
Inspector – Level III.....	\$63.00 to \$80.00	
Inspector – Level II.....	\$60.00 to \$75.00	
Inspector – Level I.....	\$55.00 to \$70.00	
CAD Technician.....	\$60.00 to \$70.00	
Secretarial Services.....	\$48.00 & expenses	
Bookkeeping Services.....	\$44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Non–Metropolitan</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$145 per diem (may be increased based on location)	\$125 per diem
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids, Chicago O'Hare, or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH DECEMBER 31, 2016

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 20, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #16-102, Authorizing Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (9th Street Reservoir Maintenance & Repair).

The Board of Public Works approved the quote from Water Tower Clean and Coat, Inc. Lodi, WI in the amount of \$34,100 for the repair and maintenance for the 9th Street Reservoir. The estimate of the project was \$30,000. The 2016 water utility budget has sufficient funding for this project.

In 2014, the 9th Street Reservoir was inspected as required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The final inspection report noted the need for maintenance and repairs of various items.

Staff solicited four (4) companies for proposals to perform the maintenance and repairs. Only one proposal was submitted:

Water Tower Clean and Coat, Inc. Lodi, WI	= \$ 34,100
Howard Grote & Sons, Mc Farland, WI	= No Bid
Spectrum Contracting, Grafton, WI	= No Bid
Badger Specialty Coatings & Construction, LLC, Janesville, WI	= No Bid

ATTACHMENTS:

- Reso16-102 (DOCX)
- Water Tower Clean and Coat Contractor Agreement(9th Street Reservoir Maint & Repairs)9-16-169-002-16 (PDF)
- Water Tower Exhibit A to Contractor Agreement (PDF)
- Water Tower Exhibit B to Contractor Agreement (PDF)

RESOLUTION #16-102

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(9th Street Reservoir Maintenance & Repairs)

WHEREAS, the City is in need of contracting with a company for painting, maintenance and repairs to the 9th Street Reservoir; and

WHEREAS, Water Tower Clean and Coat, Inc. has available and offers to provide personnel and facilities necessary to accomplish such services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed such Proposal and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of September, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-102 (5119 : Resolution #102- 9th Street Reservoir Repair Contract)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(9th Street Reservoir Maintenance & Repairs)**

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the City of De Pere, Wisconsin, ("City"), and Water Tower Clean and Coat, Inc. ("Contractor").

WITNESSETH

WHEREAS, the City is in need of painting, maintenance and repairs to City's 9th Street Reservoir, a 250,000 gallon underground concrete reservoir; and

WHEREAS, Contractor has available and offers to provide personnel and equipment necessary to perform the 9th Street Reservoir maintenance and repairs within the required time.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City's Request for Proposal dated September 6, 2016 (Exhibit A) and Contractor's Proposal thereto dated September 6, 2016 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of 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 CONTRACTOR SERVICES

Contractor agrees to perform those services as 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 pertinent 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 City and 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 include 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 City's intent is to have Contractor's work hereunder completed by June 30, 2017. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay their response time, Contractor shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay and the Contractor agrees to accept the rates as provided in Exhibit B. Payment to the Consultant shall be made per the terms as identified in Exhibit A.

IX. RESPONSIBILITY OF CONTRACTOR

The Contractor is employed to render maintenance and repair services, 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, 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 Wisconsin law.

B. Proof of Insurance. The Contractor shall furnish the City with a Certificate of Insurance and additional insured endorsement 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 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 Contractor hereby agrees to defend, indemnify, and hold harmless the City of each municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City of each municipality, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City of each municipality, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City of each municipality as herein provided.

XIII. SUBCONTRACTS

Subcontracting any portion of the work to be performed under this project is not permitted without prior written approval of City.

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.

Water Tower Clean and Coat, Inc.
Contractor Agreement
Page 4 of 7

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: Public Works Director
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Water Towner Clean and Coat, Inc.
Attention: Russell Fiene
W11822 Reynolds Road
Lodi, WI 53555

Water Tower Clean and Coat, Inc.
Contractor Agreement
Page 6 of 7

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

WATER TOWER CLEAN AND COAT, INC.
By: _____

CITY OF DE PERE
By: _____

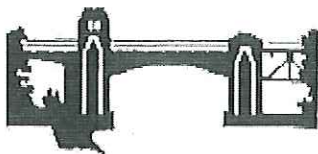
Print Name: _____
Title: _____

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana D. Ledvina, Clerk-Treasurer

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City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

September 6, 2016

Mr. Russ Fiene
Water Tower Clean and Coat, Inc.
W11822 Reynolds Road
Lodi, WI 53555

**RE: Request for Proposals
9th Street Reservoir Maintenance & Repairs**

The City of De Pere is requesting a proposal from your firm to complete maintenance and repairs on the 9th Street reservoir. The reservoir is a 250,000 – gallon underground concrete reservoir that was constructed in 1964. Your firm will be required to review existing drawings and as-built information and any other pertinent information pertaining to the reservoir in order to complete the scope of work for this project.

Scope of Work:

1) WET INTERIOR REPAINT – METAL

- A. Repaint the wet interior metal, including piping, pipe supports, underside of the roof hatches, sluice gates and ladder rungs in the main reservoir and in the high service basin. Abrasive blast clean to a SSPC-SP10 near-white standard, apply three (3) coats of Tnemec series N140 with a stripe coat as follows:

<u>Coat</u>	<u>Minimum DFT (mils)</u>	<u>Maximum DFT (mils)</u>
Primer	4.0	6.0
Intermediate	4.0	6.0
Stripe Coat	1.5	2.5
Topcoat	<u>4.0</u>	<u>6.0</u>
Total	12.0	18.0

- B. Stripe coat to be applied to all welds, angles, and sharp edges throughout the structure, including above the high water line.

- C. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleed through should occur if proper application rates are observed.
- D. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.
- E. Allow a minimum of twenty-four (24) hours between coats (including stripe coat). Additional time may be necessary if low temperatures require an increase in the necessary cure time.
- F. Maintain forced ventilation a minimum of seven (7) days after topcoat application, time required for cure is dependent on the coating manufacturer and temperature. Record variations of the standard procedures (roof hatch closure because of rain, etc.), and submit to the engineer. Heat is required if, in the opinion of the engineer, the integrity of the coating is endangered by cold weather, or if additional cure time will delay the project beyond the substantial completion date.

2) WET INTERIOR REPAINT – EXPOSED REBAR

- A. Repaint the exposed rebar on the wet interior roof. Abrasive blast clean to a SSPC-SP10 near-white standard, apply two (2) coats of Tnemec series N140 at 4.0 to 6.0 mils.
- B. The total length of exposed rebar is approximately 30 ft.

3) EXTERIOR OVERCOAT – METAL

- A. Overcoat the exterior steel appurtenance including the three goose neck vents and exterior of the roof hatches. Low pressure water clean at 3,500 to 5,000 psi to remove all loose coating, dirt and other contaminants. Spot power tool clean all rusted and abraded surfaces to a SSPC-SP11 standard, feather all edges of adjacent coating with 3M Scotch-Brite Clean'n Strip discs a minimum of ½ in. from exposed steel. Apply a spot prime coat of Tnemec series 115 and two (2) coats of series 1028 at the following rates.

<u>Coat</u>	<u>Minimum D.F.T. (mils)</u>	<u>Maximum D.F.T. (mils)</u>
Primer (spot)	2.0	4.0
Intermediate	2.0	3.0
Topcoat	<u>2.0</u>	<u>3.0</u>
Total	6.0	10.0

- B. Remove dirt 3" below grade around the three goose neck vents, backfill once topcoat is dry to the touch.

4) EXTERIOR OVERCOAT – CONCRETE

- A. Overcoat the exposed exterior concrete at the roof hatches, vent and sluice gate operating stands. Low pressure water clean at 3,500 to 5,000 psi to remove all loose coating, dirt and other contaminants. Feather all edges of adjacent coating by hand sanding using 30-60 grit sandpaper. Apply two (2) coats of series 1028 at the following rates.

<u>Coat</u>	<u>Minimum</u> <u>D.F.T. (mils)</u>	<u>Maximum</u> <u>D.F.T. (mils)</u>
Primer	2.0	3.0
Topcoat	<u>2.0</u>	<u>3.0</u>
Total	4.0	6.0

- B. Remove dirt 3" below grade around the perimeter of the exposed concrete prior to coating, backfill once topcoat is dry to the touch.

5) REMOVE SLUICE GATE OPERATING STEMS and ROOF VENT

- A. Cut the roof vent and operating stem and pedestals that are above ground from the two valves. One gate has previously been removed, for the other cut again above the gate (approximately 1 inch).
- B. On the vent, remove the flexible conduit from the junction above ground to the vent neck. Cap the wire with a wire nut, cap the junction box with a solid cover.
- C. Contractor to properly dispose of removed items.
- D. Install a cover over the openings using 3/16 inch steel plate, cover to have a 3 inch lip around the entire edge. Install a ¼ inch thick neoprene gasket between the cover and the top of the concrete curb. Attach cover to the existing concrete curb using four (4) anchor bolts, tighten bolt and tack weld the bolt head to the cover.
- E. The cover at the vent is to be 51 x 51 inches, the cover at the overflow pipe valve is to be 24.5 x 23 inches and the sluice gate cover is to be 25.25 x 23.5 inches. Field verify sizes.
- F. The new steel is to be shop primed using Tnemec series N140 at 4.0 to 6.0 mils over a SSPC-SP10 near-white abrasive blast clean. Apply the remaining coats per above: section 1) for the interior side of the covers and per section 3) for the exterior. The contractor has the option to apply all coats in the shop.
- G. See attached cover plate drawing.

6) OVERFLOW PIPE REPAIR

- A. Weld patch plates on the overflow pipe. There is one known hole in the overflow, plan for total patch plate area to be 20 sq. inches.
- B. The owner/engineer will mark repair area after completion of abrasive blast cleaning of the overflow pipe.
- C. Patch using ¼ inch steel plate overlap a minimum of ½ inch around the hole.
- D. Weld using 3/16 inch full fillet weld.

7) CONCRETE SPALL REPAIR – EXTERIOR

- A. Repair spalls on the two hatch curbs, valve operating stem and on the vent curb.
- B. Remove all loose concrete using hand tools. The outer edge of repair area is to be cut a minimum of ½ inch all around using a saw, “square off” the repair area.
- C. Abrasive blast clean the concrete surface to create a profile and abrasive blast clean any exposed rebar to a SSPC-SP6 commercial standard.
- D. Mix product in accordance with manufacturer’s recommendations.
- E. Apply a scrub coat or bonding agent to the surface as required by the manufacturer.
Blasted rebar to receive prime coat of bonding agent.
- F. Fill all pores and voids. Force the material against the edge of the repair working toward the center, form as needed. Finish to match the existing foundation.
- G. The repair area is to be cured per manufacturers recommendations.
- H. Use Tnemec 217 Mortarcrete for repairs.
- I. Total amount of repair is estimated at 3 cubic feet.

Hours of Work:

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the City.

Warranty:

All work shall be warranted for a period of two (2) years from the date of final completion.

Payment:

Payment shall be made when the following conditions have been met:

- 1) The City has inspected and has determined that all the specifications and conditions have been met to the City's satisfaction.
- 2) A detailed invoice is submitted to City for the specific showing which items have been completed.

Schedule:

The City's intent is to complete the 9th Street reservoir maintenance repairs by June 30, 2017.

Indemnification:

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City of De Pere, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City of De Pere, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City of De Pere, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City of De Pere, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City of De Pere as herein provided.

Insurance Requirements:

The firm shall be required to provide 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 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.
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 engineers and/or surveyor's fee on the project, whichever is greater.

Property Protection:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling and topsoil, seed, and mulch landscape restoration.

Additional Information:

- Cover Plate Drawing is attached
- Sample consultant agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Past Work on projects of similar or greater magnitude.
2. **Cost:** Contractor shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above.

Sealed proposals marked "9th Street Reservoir Maintenance & Repairs" on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later to 3 p.m. on September 7, 2016.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of the City.

If you have any questions regarding this proposal, please contact Eric Zygarlicke at (920) 339-4063.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

2016 City of De Pere 9th Street Reservoir Maintenance & Repairs Proposal

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to complete the 9th Street reservoir maintenance and repairs to meet all Wisconsin Department of Natural Resources (WDNR) and Wisconsin Statutes NR 810.14 requirements as specified in this proposal.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices for maintenance and repairs to the 9th Street reservoir to meet said requirements are as follows:

1) WET INTERIOR REPAINT – METAL =	\$ <u>14,000.00</u>
2) WET INTERIOR REPAINT – EXPOSED REBAR =	\$ <u>2500.00</u>
3) EXTERIOR OVERCOAT – METAL =	\$ <u>2400.00</u>
4) EXTERIOR OVERCOAT – CONCRETE =	\$ <u>1400.00</u>
5) REMOVE SLUICE GATE OPERATING STEMS & ROOF VENT =	\$ <u>8400.00</u>
6) OVERFLOW PIPE REPAIR =	\$ <u>2200.00</u>
7) CONCRETE SPALL REPAIR – EXTERIOR =	\$ <u>3200.00</u>
 TOTAL PRICE FOR 9 TH STREET RESERVOIR MAINTENANCE & REPAIRS =	 \$ <u>34,100.00</u>

Water Tower Clean & Coal, Inc.
Name of Firm

W11822 Reynolds Rd. Lodi, WI 53555
Address of Firm

Russ Fiene Mobile # 608 279 3438
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Water Tower Clean & Coal, Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Russ Fiene
Signature of Bidder

9-6-16
Date

Russ Fiene
Print or Type Name of Bidder

Pres.
Title

Estimated Start Date: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 20, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #16-103, Authorizing Exchange of Polycarts Without Fee to Comply with Polycart Collection Limits Effective 6/1/2017.

The Board of Public Works approved the staff recommendation to allow residents to exchange garbage or recycle carts to remain under the 3 cart limit at no cost to the residents.

The City Council approved the revisions to Chapter 82 - Solid Waste Ordinance on July 19, 2016. One of the revisions made was to implement the maximum collection of three (3) carts for commercial, institutional, manufacturing, and residential properties. As part of the discussions in implementing these revisions is to allow properties to exchange smaller carts for larger carts so they would not exceed the three (3) cart maximum. An example of this would be a property has two (2) large carts and two (2) smaller carts for a total of four (4) carts. If they exchange the two (2) smaller carts for one (1) large cart they would now have three (3) carts total so the City would continue to provide collection services. The City does not currently have an exchange cart policy so if we want to allow properties to exchange carts we need to adopt a policy.

ATTACHMENTS:

- Reso16-103 (DOCX)

RESOLUTION #16-103

AUTHORIZING EXCHANGE OF POLYCARTS WITHOUT FEE TO COMPLY WITH POLYCART
COLLECTION LIMITS EFFECTIVE JUNE 1, 2017

WHEREAS, Common Council adopted various solid waste and recyclable collection ordinance changes in Ordinance 16-12, including a limitation on the maximum number of polycarts to be collected on collection days (§82-2, De Pere Municipal Code); and

WHEREAS, such polycart collection limitation will become effective June 1, 2017; and

WHEREAS, the Council wishes to facilitate property owner compliance with the polycart limitations by authorizing the Department of Public Works to allow property owners to exchange a polycart(s) in their possession with a different size and/or type of polycart as is available at the Municipal Service Center, without charge, in order for property owners to comply with the ordinance limits; and

WHEREAS, the Board of Public Works has reviewed such matter and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Department of Public Works and its Director are authorized and directed to, waive any fee previously established by the Council involved in the exchange of polycart(s) by property owners done to gain compliance with such polycart limitations of §82-2 De Pere Municipal Code (effective June 1, 2017). Such fee waiver shall last for the time period between the date of this Resolution and the effective date of the polycart limitations found in §82-2 De Pere Municipal Code.

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 September, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 20, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve Emergency Contingency Fund for Repair of VFW Pool.

Please find the total cost for repairing the VFW Pool this past summer. The repair costs included expenses related to repairing the water line that broke underneath the pool building, and the cracked piping in the Wading Pool.

ATTACHMENTS:

- Repair Listing Final (XLSX)

TOTALS FOR VFW POOL REPAIR

AAA Portables	Toilets	\$	250.00
County Visions	Hardware	\$	7.70
Fischer-Ulman	Concrete Repairs	\$	1,000.00
HD Supply Waterworks	Curb Box and Supplies	\$	73.62
Holton Brothers	Kiddie Pool	\$	2,299.00
Jossart	Labor	\$	2,616.00
Jossart	Labor	\$	4,122.75
Kocken Brothers (verbal)	Concrete Repairs	\$	1,828.00
Marina Pool Spa & Patio	Dolphin Supplies	\$	37.95
Menards	Hardware	\$	29.78
Pool Works	Pool Supplies	\$	304.62
Turriff Plumbing	Water Meter items	\$	3,152.50
Menards	Hardware	\$	5.19
Menards	Hardware	\$	6.43
HD Supply Waterworks	Meter Repair	\$	138.10
Total		\$	15,871.64

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

MEETING DATE: September 20, 2016

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Appointments to the Board of Review.

ATTACHMENTS:

- September 16, 2016 Appointment Letter (DOC)

Memo**City of De Pere**

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointments to the Board of Review
Date: September 16, 2016

I am submitting the following names for appointment at the September 20, 2016 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Commission

Board of Review

Board of Review

Appointments

Bob Gagan/Appointment

Todd Bartels/Appointment

Attachment: September 16, 2016 Appointment Letter (5111 : Appointment to Board of Review.)

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

MEETING DATE: September 20, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 9-20-16 VOUCHERS (PDF)

9/13/2016 11:23 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05277 SEP 2016 COUNCIL 2 9-20-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
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4632	ACCURATE LLC							
	I-201609096349	ACCURATE LLC	R	9/20/2016		8,930.00CR	079698	8,930.00
6426	ACL							
	I-201608-0	ACL	R	9/20/2016		93.80CR	079699	93.80
2982	ALL CITY COMMUNICATIONS							
	I-4699567-090116	ALL CITY COMMUNICATIONS	R	9/20/2016		160.20CR	079700	160.20
0438	ALLIED EQUIPMENT INC							
	I-123468	ALLIED EQUIPMENT INC	R	9/20/2016		49.55CR	079701	49.55
5604	AURORA BAYCARE MED CTR LLC							
	I-TT357	AURORA BAYCARE MED CTR LLC	R	9/20/2016		70.51CR	079702	70.51
0020	BADGERLAND PRINTING INC							
	I-28237	BADGERLAND PRINTING INC	R	9/20/2016		54.00CR	079703	
	I-28272	BADGERLAND PRINTING INC	R	9/20/2016		54.00CR	079703	108.00
3252	BANKERS ADVERTISING CO							
	I-685931	BANKERS ADVERTISING CO	R	9/20/2016		149.54CR	079704	149.54
0023	BATTERIES PLUS LLC							
	I-501-240961-01	BATTERIES PLUS LLC	R	9/20/2016		56.85CR	079705	
	I-501-495378	BATTERIES PLUS LLC	R	9/20/2016		155.50CR	079705	
	I-501-499057	BATTERIES PLUS LLC	R	9/20/2016		127.00CR	079705	
	I-501-499254	BATTERIES PLUS LLC	R	9/20/2016		269.95CR	079705	609.30
0027	BAY TOWEL INC							
	I-2232643	BAY TOWEL INC	R	9/20/2016		33.85CR	079706	
	I-2232644	BAY TOWEL INC	R	9/20/2016		77.85CR	079706	
	I-2235049	BAY TOWEL INC	R	9/20/2016		136.48CR	079706	
	I-2236805	BAY TOWEL INC	R	9/20/2016		33.85CR	079706	
	I-2236806	BAY TOWEL INC	R	9/20/2016		77.85CR	079706	359.88
0028	BAY VERTE MACHINERY INC							
	I-283527-00	BAY VERTE MACHINERY INC	R	9/20/2016		533.98CR	079707	533.98
0025	BAYCOM INC							
	I-EQUIPINV_003314	BAYCOM INC	R	9/20/2016		3,262.25CR	079708	
	I-SRVCE000000003788	BAYCOM INC	R	9/20/2016		2,902.29CR	079708	6,164.54

Attachment: 9-20-16 VOUCHERS (5123 : Voucher Approval.)

9/13/2016 11:23 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 05277 SEP 2016 COUNCIL 2 9-20-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2970	BELLINHEALTH INC							
	I-MB220	BELLINHEALTH INC	R	9/20/2016		140.22CR	079709	140.22
0038	BROADWAY AUTOMOTIVE INC							
	I-354713P	BROADWAY AUTOMOTIVE INC	R	9/20/2016		30.21CR	079710	
	I-818201P	BROADWAY AUTOMOTIVE INC	R	9/20/2016		21.98CR	079710	52.19
0039	BROOKS TRACTOR INC							
	I-374598	BROOKS TRACTOR INC	R	9/20/2016		1,049.24CR	079711	1,049.24
2944	BROWN COUNTY JAIL							
	I-201609096350	BROWN COUNTY JAIL	R	9/20/2016		640.00CR	079712	640.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-31980	BROWN COUNTY PORT SOLID WASTE	R	9/20/2016		26,312.29CR	079713	26,312.29
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201609096351	BROWN COUNTY REGISTER OF DEEDS	R	9/20/2016		90.00CR	079714	
	I-201609136365	BROWN COUNTY REGISTER OF DEEDS	R	9/20/2016		46.50CR	079714	136.50
2984	BROWN COUNTY TREASURER							
	I-2016-00000015	BROWN COUNTY TREASURER	R	9/20/2016		1,815.12CR	079715	1,815.12
7446	BRUCE EQUIPMENT							
	I-P00615	BRUCE EQUIPMENT	R	9/20/2016		187.79CR	079716	187.79
0115	CARQUEST AUTO PARTS LLC							
	I-6339-228650	CARQUEST AUTO PARTS LLC	R	9/20/2016		18.84CR	079717	
	I-6339-228917	CARQUEST AUTO PARTS LLC	R	9/20/2016		51.46CR	079717	70.30
0536	CDW GOVERNMENT INC							
	I-FCR4451	CDW GOVERNMENT INC	R	9/20/2016		93.58CR	079718	
	I-FDB0997	CDW GOVERNMENT INC	R	9/20/2016		712.90CR	079718	
	I-FDN5465	CDW GOVERNMENT INC	R	9/20/2016		12,483.85CR	079718	13,290.33
5998	CROP PRODUCTION SERVICES							
	I-31148772	CROP PRODUCTION SERVICES	R	9/20/2016		125.00CR	079719	125.00
1302	DE KEYSER CONST CO INC							
	I-1600-085	DE KEYSER CONST CO INC	R	9/20/2016		1,993.14CR	079720	1,993.14
1196	DE PERE GIRLS SOFTBALL ASSOCIATION							
	I-201609096352	DE PERE GIRLS SOFTBALL ASSOCIA	R	9/20/2016		2,178.00CR	079721	2,178.00

Attachment: 9-20-16 VOUCHERS (5123 : Voucher Approval.)

9/13/2016 11:23 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 05277 SEP 2016 COUNCIL 2 9-20-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0075	DIGGERS HOTLINE INC							
	I-160 8 36401	DIGGERS HOTLINE INC	R	9/20/2016		576.37CR	079722	
	I-160 8 36402	DIGGERS HOTLINE INC	R	9/20/2016		46.98CR	079722	623.35
7145	EAGLE FABRICATION INC.							
	I-2941	EAGLE FABRICATION INC.	R	9/20/2016		617.00CR	079723	617.00
7240	EMC INSURANCE							
	I-1075559	EMC INSURANCE	R	9/20/2016		3,000.00CR	079724	3,000.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1846826	EMERGENCY MEDICAL PRODUCTS INC	R	9/20/2016		432.00CR	079725	432.00
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-0816-0476	EMPLOYEE RESOURCE CENTER INC	R	9/20/2016		411.00CR	079726	411.00
7250	EPS DIGITAL							
	I-75364	EPS DIGITAL	R	9/20/2016		451.65CR	079727	451.65
7422	EXCEL UNDERGROUND LLC							
	I-4616	EXCEL UNDERGROUND LLC	R	9/20/2016		6,264.90CR	079728	6,264.90
2627	FESTIVAL FOODS INC							
	I-201609096353	FESTIVAL FOODS INC	R	9/20/2016		149.10CR	079729	
	I-201609096354	FESTIVAL FOODS INC	R	9/20/2016		12.39CR	079729	
	I-201609096355	FESTIVAL FOODS INC	R	9/20/2016		24.14CR	079729	
	I-201609096356	FESTIVAL FOODS INC	R	9/20/2016		38.54CR	079729	
	I-201609096357	FESTIVAL FOODS INC	R	9/20/2016		42.27CR	079729	266.44
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-15941	FIRE APPARATUS & EQUIPMENT INC	R	9/20/2016		64.27CR	079730	64.27
7220	FOX WISCONSIN HERITAGE PARKWAY							
	I-16-157	FOX WISCONSIN HERITAGE PARKWAY	R	9/20/2016		150.00CR	079731	150.00
7464	FULL SOURCE							
	I-FS4057028-IN	FULL SOURCE	R	9/20/2016		474.72CR	079732	474.72
7079	G & O THERMAL SUPPLY COMPANY							
	I-10289	G & O THERMAL SUPPLY COMPANY	R	9/20/2016		196.22CR	079733	
	I-12041	G & O THERMAL SUPPLY COMPANY	R	9/20/2016		352.44CR	079733	548.66

Attachment: 9-20-16 VOUCHERS (5123 : Voucher Approval.)

9/13/2016 11:23 AM

A / P CHECK REGISTER

PAGE: 4

PACKET: 05277 SEP 2016 COUNCIL 2 9-20-16

VENDOR SET: 01

BANK : AP ASSOCIATED

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0562	GALLS LLC							
	I-5886977	GALLS LLC	R	9/20/2016		169.95CR	079734	169.95
7465	GOVERLAN INC							
	I-GOVERLAN-02626	GOVERLAN INC	R	9/20/2016		960.00CR	079735	960.00
0116	GRAINGER INC							
	I-9201234045	GRAINGER INC	R	9/20/2016		160.86CR	079736	
	I-9201234052	GRAINGER INC	R	9/20/2016		16.80CR	079736	
	I-9202768876	GRAINGER INC	R	9/20/2016		75.15CR	079736	
	I-9205120026	GRAINGER INC	R	9/20/2016		16.80CR	079736	
	I-9208624339	GRAINGER INC	R	9/20/2016		24.80CR	079736	294.41
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-986509933	GRAYBAR ELECTRIC COMPANY INC	R	9/20/2016		74.28CR	079737	74.28
0124	GREEN BAY CITY TREASURER							
	I-106650	GREEN BAY CITY TREASURER	R	9/20/2016		5,187.06CR	079738	5,187.06
3521	HD SUPPLY WATERWORKS LTD							
	I-F770976	HD SUPPLY WATERWORKS LTD	R	9/20/2016		125.47CR	079739	
	I-G001356	HD SUPPLY WATERWORKS LTD	R	9/20/2016		151.13CR	079739	
	I-G073979	HD SUPPLY WATERWORKS LTD	R	9/20/2016		2,107.83CR	079739	
	I-G073989	HD SUPPLY WATERWORKS LTD	R	9/20/2016		550.00CR	079739	2,934.43
6589	HSBS EWD							
	I-201609096358	HSBS EWD	R	9/20/2016		46.50CR	079740	46.50
5484	HYDROCORP INC							
	I-40073-IN	HYDROCORP INC	R	9/20/2016		2,876.00CR	079741	
	I-40139-IN	HYDROCORP INC	R	9/20/2016		3,325.00CR	079741	6,201.00
1399	INDOFF INC							
	I-2846297	INDOFF INC	R	9/20/2016		18.58CR	079742	
	I-2846722	INDOFF INC	R	9/20/2016		230.22CR	079742	
	I-2849036	INDOFF INC	R	9/20/2016		134.83CR	079742	383.63
0567	INDUSTRIAL MARKETING CORP							
	I-41075	INDUSTRIAL MARKETING CORP	R	9/20/2016		313.61CR	079743	313.61
2602	JOSSART BROTHERS INC							
	I-16-02 (3)	JOSSART BROTHERS INC	R	9/20/2016		644,775.18CR	079744	644,775.18

Attachment: 9-20-16 VOUCHERS (5123 : 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
1276	JX ENTERPRISES INC							
	I-D-262300155	JX ENTERPRISES INC	R	9/20/2016		62.58CR	079745	
	I-D-262360080	JX ENTERPRISES INC	R	9/20/2016		51.15CR	079745	
	I-D-262390027	JX ENTERPRISES INC	R	9/20/2016		20.17CR	079745	
	I-D-262390050	JX ENTERPRISES INC	R	9/20/2016		5.28CR	079745	
	I-D-262430155	JX ENTERPRISES INC	R	9/20/2016		20.00CR	079745	
	I-D-262440081	JX ENTERPRISES INC	R	9/20/2016		43.20CR	079745	
	I-D-262440128	JX ENTERPRISES INC	R	9/20/2016		72.74CR	079745	
	I-D-262450098	JX ENTERPRISES INC	R	9/20/2016		55.14CR	079745	
	I-D-262460034	JX ENTERPRISES INC	R	9/20/2016		110.36CR	079745	
	I-D-262500105	JX ENTERPRISES INC	R	9/20/2016		94.60CR	079745	
	I-D-262510113	JX ENTERPRISES INC	R	9/20/2016		173.98CR	079745	709.20
3140	KUNDINGER FLUID POWER INC							
	I-50397688	KUNDINGER FLUID POWER INC	R	9/20/2016		253.78CR	079746	253.78
0154	LAMERS BUS LINES INC							
	I-495768	LAMERS BUS LINES INC	R	9/20/2016		278.89CR	079747	278.89
4233	LTL SUPPLY INC							
	I-INVO0053993	LTL SUPPLY INC	R	9/20/2016		663.05CR	079748	663.05
0173	MENARDS INC							
	C-90857	MENARDS INC	R	9/20/2016		29.58	079749	
	C-91170	MENARDS INC	R	9/20/2016		21.96	079749	
	I-90295	MENARDS INC	R	9/20/2016		23.68CR	079749	
	I-90403	MENARDS INC	R	9/20/2016		26.14CR	079749	
	I-90724	MENARDS INC	R	9/20/2016		30.38CR	079749	
	I-90854	MENARDS INC	R	9/20/2016		59.98CR	079749	
	I-90859	MENARDS INC	R	9/20/2016		49.52CR	079749	
	I-91169	MENARDS INC	R	9/20/2016		119.00CR	079749	
	I-91230	MENARDS INC	R	9/20/2016		14.13CR	079749	
	I-91466	MENARDS INC	R	9/20/2016		594.00CR	079749	
	I-91491	MENARDS INC	R	9/20/2016		47.90CR	079749	
	I-91961	MENARDS INC	R	9/20/2016		10.44CR	079749	923.63
7441	MOETIVATIONS INC							
	I-161074	MOETIVATIONS INC	R	9/20/2016		1,399.20CR	079750	1,399.20
2872	MR OUTBOARD'S WATERSPORTS							
	I-37939	MR OUTBOARD'S WATERSPORTS	R	9/20/2016		41.59CR	079751	41.59

Attachment: 9-20-16 VOUCHERS (5123 : 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
0531	NORTHEAST AUTO PARTS INC							
	I-313815	NORTHEAST AUTO PARTS INC	R	9/20/2016		32.35CR	079752	
	I-314240	NORTHEAST AUTO PARTS INC	R	9/20/2016		29.96CR	079752	
	I-314282	NORTHEAST AUTO PARTS INC	R	9/20/2016		192.31CR	079752	
	I-314419	NORTHEAST AUTO PARTS INC	R	9/20/2016		24.99CR	079752	
	I-314486	NORTHEAST AUTO PARTS INC	R	9/20/2016		41.99CR	079752	321.60
0187	NSIGHT TELS SERVICES							
	I-201609126362	NSIGHT TELS SERVICES	R	9/20/2016		64.40CR	079753	64.40
0966	OLD DOMINION BRUSH							
	I-92900-IN	OLD DOMINION BRUSH	R	9/20/2016		998.72CR	079754	
	I-93189-IN	OLD DOMINION BRUSH	R	9/20/2016		312.11CR	079754	1,310.83
0194	OLSON TRAILER & BODY LLC							
	I-71600	OLSON TRAILER & BODY LLC	R	9/20/2016		18.70CR	079755	18.70
0197	PACKER CITY INTERNATIONAL INC							
	I-X101050853:01	PACKER CITY INTERNATIONAL INC	R	9/20/2016		85.00CR	079756	85.00
4476	PAUL CONWAY SHIELDS CORP							
	I-390767-IN	PAUL CONWAY SHIELDS CORP	R	9/20/2016		12.50CR	079757	12.50
0202	PEPSI COLA NEW INC							
	I-370341	PEPSI COLA NEW INC	R	9/20/2016		72.00CR	079758	72.00
3202	PHYSIO-CONTROL INC							
	I-116138717	PHYSIO-CONTROL INC	R	9/20/2016		1,611.20CR	079759	1,611.20
1246	PREVEA HEALTH							
	I-104549	PREVEA HEALTH	R	9/20/2016		102.90CR	079760	102.90
0227	REINDERS INC							
	I-1648463-00	REINDERS INC	R	9/20/2016		68.70CR	079761	
	I-1648463-01	REINDERS INC	R	9/20/2016		832.29CR	079761	
	I-1648563-00	REINDERS INC	R	9/20/2016		273.09CR	079761	
	I-1648563-01	REINDERS INC	R	9/20/2016		230.00CR	079761	
	I-1650090-00	REINDERS INC	R	9/20/2016		29.29CR	079761	
	I-2646711-00	REINDERS INC	R	9/20/2016		20.82CR	079761	1,454.19
7371	RJM CONSTRUCTION LLC							
	I-3917	RJM CONSTRUCTION LLC	R	9/20/2016		1,198.00CR	079762	
	I-5-FINAL	RJM CONSTRUCTION LLC	R	9/20/2016		14,376.00CR	079762	15,574.00

Attachment: 9-20-16 VOUCHERS (5123 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
0158	ROBERT E LEE & ASSOCIATES INC							
	I-70954	ROBERT E LEE & ASSOCIATES INC	R	9/20/2016		60.00CR	079763	
	I-70955	ROBERT E LEE & ASSOCIATES INC	R	9/20/2016		310.50CR	079763	370.50
1890	S I METALS AND SUPPLY							
	I-186910	S I METALS AND SUPPLY	R	9/20/2016		195.00CR	079764	195.00
6813	SALMON'S MEAT PRODUCTS INC.							
	I-6116	SALMON'S MEAT PRODUCTS INC.	R	9/20/2016		113.70CR	079765	113.70
3268	SEILER INSTRUMENT & MFG CO INC							
	I-INV-341998	SEILER INSTRUMENT & MFG CO INC	R	9/20/2016		11,123.00CR	079766	11,123.00
0252	SOUTHSIDE TIRE CO INC							
	I-3055183	SOUTHSIDE TIRE CO INC	R	9/20/2016		127.25CR	079767	127.25
1528	TEAM APPAREL & SPECIALTIES INC							
	I-101722	TEAM APPAREL & SPECIALTIES INC	R	9/20/2016		474.50CR	079768	474.50
7309	TRILLIUM CNG							
	I-1609022124	TRILLIUM CNG	R	9/20/2016		4,764.27CR	079769	4,764.27
0268	TRUCK EQUIPMENT INC							
	I-700664-00	TRUCK EQUIPMENT INC	R	9/20/2016		20.56CR	079770	20.56
0417	TWEET GAROT MECHANICAL INC							
	I-35983	TWEET GAROT MECHANICAL INC	R	9/20/2016		1,137.45CR	079771	
	I-36006	TWEET GAROT MECHANICAL INC	R	9/20/2016		813.31CR	079771	1,950.76
0272	UNIFORM SHOPPE INC							
	I-257908	UNIFORM SHOPPE INC	R	9/20/2016		258.80CR	079772	
	I-258286	UNIFORM SHOPPE INC	R	9/20/2016		94.30CR	079772	
	I-258368	UNIFORM SHOPPE INC	R	9/20/2016		56.95CR	079772	
	I-258451	UNIFORM SHOPPE INC	R	9/20/2016		109.90CR	079772	
	I-258663	UNIFORM SHOPPE INC	R	9/20/2016		79.95CR	079772	
	I-258683	UNIFORM SHOPPE INC	R	9/20/2016		29.95CR	079772	629.85
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6366A	UNITED PARCEL SERVICE INC	R	9/20/2016		3.92CR	079773	3.92
0277	VAN'S FIRE & SAFETY INC							
	I-4089363	VAN'S FIRE & SAFETY INC	R	9/20/2016		125.54CR	079774	
	I-4089364	VAN'S FIRE & SAFETY INC	R	9/20/2016		229.60CR	079774	
	I-4089365	VAN'S FIRE & SAFETY INC	R	9/20/2016		112.60CR	079774	
	I-4089407	VAN'S FIRE & SAFETY INC	R	9/20/2016		93.50CR	079774	
	I-4089488	VAN'S FIRE & SAFETY INC	R	9/20/2016		55.75CR	079774	616.99

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PACKET: 05277 SEP 2016 COUNCIL 2 9-20-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
3707	VIKING ELECTRIC SUPPLY							
	I-1694668	VIKING ELECTRIC SUPPLY	R	9/20/2016		82.32CR	079775	82.32
3724	VISU-SEWER CLEAN & SEAL INC							
	I-16-03 (1)	VISU-SEWER CLEAN & SEAL INC	R	9/20/2016		92,878.18CR	079776	92,878.18
2645	WI DEPT OF JUSTICE							
	I-201609126364	WI DEPT OF JUSTICE	R	9/20/2016		217.00CR	079777	217.00
5333	WI DEPT OF JUSTICE							
	I-DR17-3	WI DEPT OF JUSTICE	R	9/20/2016		74.77CR	079778	74.77
7350	WI MEDIA							
	I-10116905	WI MEDIA	R	9/20/2016		177.30CR	079779	177.30
1953	WRWA							
	I-201609126363	WRWA	R	9/20/2016		100.00CR	079780	100.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	83	0.00	878,679.99	878,679.99
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	83	0.00	878,679.99	878,679.99

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 9-20-16 VOUCHERS (5123 : Voucher Approval.)

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PACKET: 05277 SEP 2016 COUNCIL 2 9-20-16

VENDOR SET: 01

BANK : AP ASSOCIATED

	CHECK	CHECK		CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT

*** POSTING PERIOD RECAP ***

FUND	PERIOD	AMOUNT

100	9/2016	82,006.14CR
201	9/2016	4,281.28CR
208	9/2016	162.27CR
260	9/2016	30.00CR
280	9/2016	30.00CR
405	9/2016	737,832.25CR
415	9/2016	30,038.24CR
460	9/2016	370.50CR
601	9/2016	16,500.86CR
650	9/2016	7,428.45CR
=====		
ALL		878,679.99CR

Attachment: 9-20-16 VOUCHERS (5123 : Voucher Approval.)

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

MEETING DATE: September 20, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 9-20-2016 (PDF)

CITY OF DE PERE - September 20, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	CAELWAERTS, WINETTE C.	1901 RIDGEWAY DR #37	DE PERE	WI	54115
2	PHILLIPS, JOSEPH K.	3201 GLENDALE AV	GREEN BAY	WI	54313

New Operator License Applications for the 2016-2018 Licensing Period					
1	AUGUSTIN, ROBIN A.	W5634 DEPOT ST, P.O. BOX 81	NICHOLS	WI	54152
2	BOLDT, TRISHA M.	14529 CTY RD F	VALDERS	WI	54245
3	BURGOYNE, LEONARD	1222 WESTERN AV	GREEN BAY	WI	54303
4	FERNANDEZ, HAKEEM M.	1791 BRIARWOOD CT	DE PERE	WI	54115
5	HENDRICKS, RICHARD L.	617 BIRCH ST	DE PERE	WI	54115
6	SMITH, FRANCIS R.	1380 SCHEURING RD #42	DE PERE	WI	54115
7	STOFFREGEN, AIMEE M.	1700 S. OAKWOOD RD	OSHKOSH	WI	54904
8	STREGE, STEFANIE S.	159 KENNEY ST	GREEN BAY	WI	54301
9	TOWLE, KATHERINE A.	536 N. HENRY ST	GREEN BAY	WI	54302
10	RYAN, TREY W.	1729 CHARLES ST	DE PERE	WI	54115

Attachment: 9-20-2016 (5137 : Operator License Applications.)