



Common Council

335 South Broadway

Regular Meeting

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

Agenda

Tuesday, September 16, 2014

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **September 16, 2014** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the September 2, 2014 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the License Committee on a Class "B" Beer/"Class B" Liquor" License for India Buffet & Bar, 101 Fort Howard Ave., De Pere, WI submitted by Sangha Gasoline & Food Inc., Agent: Satnam Kaur, 777 Oak St., Neenah, WI 54956.
6. Recommendation from the Board of Public Works to Reject Bids for Project 14-06 De Pere Dam Liner Repair and to include the \$30,000 from the 2014 Budget in the 2015 Budget.
7. Ordinance #14-11, Amending §82-11, De Pere Municipal Code, Relating to Compost Site.
8. Ordinance #14-12, Amending Chapter 13 De Pere Municipal Code Relating to Payment of New Municipal Infrastructure and Amending Chapter 26 De Pere Municipal Code Relating to Installation of Storm Sewer Infrastructure.
9. Resolution #14-97, Authorizing Economic Development Grant to GSO, LLC.
10. Resolution #14-98, Authorizing Farm Lease.
11. Resolution #14-99, Agreement for Contractor Services Between the City of De Pere and Stelpflug Law, S.C.
12. Resolution #14-100, Authorizing Agreement for Consulting Services Between the City of De Pere and Mach IV Engineering & Surveying, LLC (Lawrence Drive Right-of-Way Legal Descriptions and Right-of-Way Plat).
13. Resolution #14-101, Authorizing Agreement for Consulting Services Between the City of De Pere and Appraisers Inc. of Green Bay (Lawrence Drive Acquisition Appraisal Services).
14. Resolution #14-102, An Initial Resolution Authorizing the Sale and Issuance of General Obligation Street Improvement Bonds not to exceed \$1,085,000 for street improvements, including, but not limited to, the construction of and improvements to County Highway PP.

15. Resolution #14-103, An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes and Certain Related Details in an aggregate principal amount of approximately \$2,550,000.
16. Resolution #14-104, Approving the Amended Project Plan and Request for Base Value Redetermination for Tax Incremental Financing District #7, City of De Pere.
17. Resolution #14-105, Approving the Amended Project Plan for Tax Incremental Financing District #7, City of De Pere.
18. Resolution #14-106, Ratifying and Accepting CVS/pharmacy Grant (Drug Collection Unit).
19. Discussion regarding a request to designate the former Claude Allouez Bridge approach site as parkland.
20. Establish City Administrator 2015 Salary.
21. Voucher Approval.
22. Operator License Applications.
23. Future agenda items.
24. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Troy Metzler, Julie's Café
Satnam Kaur India Buffet and Bar
Mark Bartels, Stellpflug Law, S.C.
Nick Vande Voort
Joel Ehrfurth, Mach IV Engineering & Surveying
Eric Pitz, McMullen & Pitz
David Swette Appraiser Inc. of Green Bay

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

MEETING DATE: September 16, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the September 2, 2014 Common Council Meeting.

ATTACHMENTS:

- 9-02-2014 Common Council Meeting (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, September 2, 2014

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on September 2, 2014 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the August 19, 2014 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

4. Public comment upon matters not on the agenda or other announcements. Aldersperson Bauer reminded everyone that school is in session and to take care with our children walking in the streets and getting on and off the buses.
5. Presentation of Community Survey.
 Dave Wegge from St. Norbert College presented the survey to the Council. He reviewed the research objectives, methodology, margin of error of the survey results, and the sample characteristics. He reviewed the results of the survey with the Council. Discussion with the Council and City staff followed.

 Aldersperson Crevier moved, seconded by Aldersperson Kneiszel to open the meeting. Upon vote, motion carried unanimously. Joe Seroogy came forward to reiterate the results of the open-ended question regarding the former Claude Allouez Bridge approach in which 55% of respondents said they would prefer that location be used for green space/outdoor entertainment. He asked Council members to consider taking steps to end the discussion and to structure a permanent decision for the location.
 Susan Gallagher Lepak questioned the delivery of services of the Health Department and whether it was captured in the survey; Dave Wegge responded that it was. Aldersperson Kneiszel moved, seconded by Aldersperson Rafferty to close the meeting. Upon vote, motion carried unanimously.

 Mayor Walsh announced at this time in the meeting that Henry Lepak of Boy Scout Troop 1040, De Pere Middle School was present. Henry stated he was at the meeting for his Communications and Merit Badge.

Attachment: 9-02-2014 Common Council Meeting (2621 : Approval of the Minutes of the September 2, 2014 Common Council Meeting)

6. Presentation by Beautification Committee of Garden of Merit Winners.
Rose Smits of the Beautification Committee shared the Committee's ongoing projects in De Pere. She presented the following residents and businesses with Garden of Merit Awards:

East De Pere:

The Newton Family, 2020 Rush Court

Caliente Mexican Restaurant, 623 George Street

West De Pere:

Penny Karbon, 1507 Lost Dauphin Road

Community First Credit Union, 1700 Lawrence Drive

Mayor Walsh thanked the Committee for their hard work and said that the planters, roundabouts, and all of the flowers in the community made a big difference in our City.

7. Recommendation from the License Committee on a Class "B" Beer/Reserve "Class B Liquor" License for Julie's Cafe/Brickhouse, 500 Grant St., De Pere, WI submitted by GSO LLC, Agent: Troy Metzler, 2058 E. Vista Cir., De Pere, WI 54115.

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

8. Recommendation from the License Committee on a request for a Temporary Premise Description Change for Sidekicks Bar & Grill, 930 Main Ave., De Pere, WI submitted by DKG ENTERTAINMENT, LLC, Agent: Denise Gajeski, 846 Elm St., De Pere, WI 54115.

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

9. Recommendation from the Plan Commission and the Redevelopment Authority to approve the final design option for the Nicolet Square Parking Mall.
Aaron Williams of SAA Design Group and Jared Schmidt of Robert E. Lee and Associates Inc. were present to explain the project and to take questions from the Council. City Planner Ken Pabich stated that the intent is not to adopt design option 2A as the final plan but to endorse it. Discussion followed regarding underground parking, funding, underground retention ponds, and the potential of a parking ramp in that area in the future.

RESULT:	ADOPTED [7 TO 1]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty
NAYS:	Kevin Bauer

10. Recommendation from the Plan Commission to approve the CSM Application for a two lot CSM on Scheuring Road. Agent: City of De Pere.

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

11. Resolution #14-95, Ratifying and Accepting Brown County Crime Prevention Foundation Grant (Citizens Academy).

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

12. Resolution #14-96, Ratifying and Accepting Brown County Crime Prevention Foundation Grant (Every 15 Minutes Program).

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

13. Voucher Approval.

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

14. Operator License Applications.

CITY OF DE PERE - SEPTEMBER 2, 2014					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	MONTANYE, TIFFANY M.	226 E. ALLOUEZ AVE.	GREEN BAY	WI	54301
2	RUELLE, KATIE E.	600 GRAY ST.	GREEN BAY	WI	54303
3	YOUNGER, ROBERT A.	2458 GARDEN HEIGHTS CT.	GREEN BAY	WI	54311
New Operator License Applications for the 2014-2016 Licensing Period					
1	CORDOVA, CRYSTAL J.	1121 BELLEVUE ST.	GREEN BAY	WI	54302
2	CORTRIGHT, JULENE A.	516 15TH AVE.	GREEN BAY	WI	54303
3	GAIKOWSKI, GENEVIEVE A.	2145 DICKINSON RD., #1	DE PERE	WI	54115
4	GARSOW, DREW R.	516 BAIRD CREEK RD.	GREEN BAY	WI	54311
5	GONNERING, NICHOLAS S.	2483 CURTIS CT.	GREEN BAY	WI	54311
6	RAYOS, JENNIFER E.	814 N. BROADWAY ST.	GREEN BAY	WI	54303
7	SEROOGY, HOLLY L.	2140 S. PINETREE RD.	DE PERE	WI	54115
8	STURDIVANT, JAMIE M.	1447 CAROLE LN.	GREEN BAY	WI	54313
9	SUGGS, TYLER J.	713 PARKVIEW RD.	GREEN BAY	WI	54304
10	XIONG, TOUJAY J.	1192 BOLAND LN.	GREEN BAY	WI	54303

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

- Alderson Bauer moved, seconded by Alderson Boyd to approve Operator License Applications #1-10. Upon vote, motion carried unanimously.
15. Annual Performance Evaluation of City Administrator.
Alderson Rafferty moved, seconded by Alderson Bauer to close the meeting at 9:14 p.m. Upon roll call vote, motion carried unanimously.
Alderson Donovan moved, seconded by Alderson Boyd to return to open session at 10:55 p.m. Upon roll call vote, motion carried unanimously.
 16. Future agenda items. None.
 17. Adjournment. Alderson Donovan moved, seconded by Alderson Crevier to adjourn the meeting at 10:55 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk - Treasurer

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: September 16, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on a Class "B" Beer/"Class B" Liquor" License for India Buffet & Bar, 101 Fort Howard Ave., De Pere, WI submitted by Sangha Gasoline & Food Inc., Agent: Satnam Kaur, 777 Oak St., Neenah, WI 54956.

ATTACHMENTS:

- INDIA BUFFET APP (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Oct 1 20 14 ;
ending June 30 20 15 ;TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere, WI
☐ City ofCounty of Brown County 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): SANGHA GASOLINE & FOOD INC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>PRESIDENT</u>	<u>PARAMJIT KAUR</u>	<u>777 Oak Street, Neenah, WI, 54950</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member		<u>SATNAM KAUR</u>	<u>777 Oak St, Neenah, WI, 54950</u>
Agent	<u>SATNAM KAUR</u>		
Directors/Managers	<u>DIRECTOR</u>	<u>SATNAM KAUR</u>	<u>777 Oak Street, Neenah, WI, 54950</u>

3. Trade Name India Buffet & Bar Business Phone Number _____
4. Address of Premises 101 Fort Howard Ave, De Pere, WI Post Office & Zip Code 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☒ Yes ☐ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 08-28-14 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, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st floor, 2nd floor, basement, patio & 3rd floor

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 a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [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 28th day of August 2014 at De Pere, WI
Michael R. B. (Clerk/Notary Public)
Satnam Kaur (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
Paramjit Kaur P. Kaur (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires 10-19-14
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk & Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 16, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Reject Bids for Project 14-06 De Pere Dam Liner Repair and to include the \$30,000 from the 2014 Budget in the 2015 Budget.

The Board of Public Works at the September 8, 2014 meeting approved the staff recommendation to reject the bids received to repair the De Pere dam liner and carry the funds over until 2015.

The budgeted amount for the project from TID #7 was \$30,000. The Army Corps estimate for this work was \$7,400. Staff has discussed the project with the WDNR. The City will be completing a larger repair on the downstream side of the dam in 2015. Combining the two projects should improve the price for the liner repair. The WDNR will allow the City to delay the repair until 2015 with the downstream project.

The Engineering Department received bids on Project 14-06 De Pere Dam Liner Repair on August 28, 2014. This project involves repairing the liner on the upstream side of the dam. This was taken to the Council in June for funding.

Background

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

The City contracted with the Army Corps of Engineers (ACOE) to complete an analysis of the dam to determine the source/location of the leak. The report was completed in July of 2013. ACOE completed a survey and ran several tests to determine the point of the leak. Through the use of a dye test, ACOE identified the location of the leak near the west end of the dam. ACOE is recommending a repair be made to the liner on the upstream side and a seepage filter be constructed on the downstream side.

Last October the City attempted to have the dam liner repaired when the reservoir was lowered by ACOE for the repairs being completed by Expera (formerly Thilmany) on the west side of the river. Unfortunately, the water elevation was not low enough to complete the repair.

City staff removed the riprap over the top of the liner to expose the area in question and placed a blue tarp at the area. This tarp is visible.

The Wisconsin Department of Natural Resources requested that the City repair the upstream liner in 2014.

Summary

The City received two bids on the project. Staff sent out two separate e-mails to potential contractors in the area that may have interest in the project. The bids received were as follows:

Bidder	Amount
McMullen & Pitz	\$48,550.00
Advance Construction, Inc.	\$77,000.00

ATTACHMENTS:

- 14-06 Bid Tab(PDF)

PROJECT 14-06 DEPERE DAM LINER REPAIR

6.a

BID TAB



				BIDDER NO. 1		BIDDER NO. 2	
				MCMULLEN & PITZ CONSTRUCTION CO.		ADVANCE CONSTRUCTION, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE							
SD-1	Provide Crushed Aggregate Base Course Class A-8 or Approved Equal Bedding Material	LS	1	\$ 6,650.00	\$ 6,650.00	\$ 8,000.00	\$ 8,000.00
SPECIAL CONSTRUCTION							
SP-01	Provide Sediment Box/Basket	LS	1	\$ 2,600.00	\$ 2,600.00	\$ 4,500.00	\$ 4,500.00
SP-02	Provide Turbidity Barrier	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 4,500.00	\$ 4,500.00
SP-03	Remove and Re-install Rip Rap	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
SP-04	Provide Fabric/Membrane Liner Repair	LS	1	\$ 15,800.00	\$ 15,800.00	\$ 30,000.00	\$ 30,000.00
SP-05	Provide Cofferdam	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 15,000.00	\$ 15,000.00
TOTAL AMOUNT BID					\$48,550.00		\$77,000.00

Attachment: 14-06 Bid Tab (2606 : Recommendation from the BOPW to Reject Bids for Project 14-06 De

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

MEETING DATE: September 16, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #14-11, Amending §82-11, De Pere Municipal Code,
Relating to Compost Site.

The Board of Public Works at the September 8, 2014 meeting approved the ordinance changes drafted by the City Attorney that would eliminate commercial use of the compost facility.

At the August BOPW meeting, staff presented to the Board concerns with increased use of contractors using the facility due to other communities around the area not allowing contractors to use their facilities any longer. As a result, the City's expenses for operating the compost facility increased due to the volume of material hauled in by contractors. The Board recommended eliminating contractor use of the City's compost facility. Staff is now bringing forward the ordinance changes drafted by the City Attorney to reflect this recommendation.

ATTACHMENTS:

- Ord14-11 (DOCX)
- §82-11 current ordinance redlined (PDF)
- Amending Compost Site Regulations pdf - Adobe Acrobat Professional (PDF)

ORDINANCE #14-11

AMENDING §82-11, DE PERE MUNICIPAL CODE
RELATING TO COMPOST SITE

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

Section 1: **§82-11, Compost site**, is hereby repealed and recreated as follows:

Sec. 82-11. Compost site regulations.

- (a) No bags or reusable containers may be disposed of at the compost site.
- (b) Persons transporting yard waste shall cover or otherwise contain the waste in such a manner as to prevent scattering or dumping of yard waste in transport.
- (c) The hours of operation of the compost site shall be published by the department of public works.
- (d) Yard waste from commercial operations is prohibited.

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

Section 3: This ordinance shall take effect on January 1, 2015.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of September, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____
Publication Date: _____
Effective Date: _____

PART II - MUNICIPAL CODE

Chapter 82 SOLID WASTE/CURBSIDE RECYCLABLE COLLECTION

Sec. 82-11. Compost site regulations.~~(a) Regulations.~~

- ~~(1a)~~ No bags or reusable containers may be disposed of at the compost site.
- ~~(2b)~~ Persons transporting yard waste shall cover or otherwise contain the waste in such a manner as to prevent scattering or dumping of yard waste in transport.
- ~~(3c)~~ The hours of operation of the compost site shall be published by the department of public works.

~~(d) Yard waste from commercial operations is prohibited.~~~~(b) Special regulations for landscape/lawn care operations.~~

- ~~(1) Permit required. All landscape/lawn care operations shall obtain a permit allowing such operations to utilize the compost site to dispose of yard waste generated by such operation. Permits shall be valid January 1 through December 31 of each year.~~
- ~~(2) Permit fee. The fee for such permit shall be established by resolution of the common council.~~
- ~~(3) Penalty for no permit. In addition to other penalties provided under these ordinances, the permit fee required under this provision may be doubled for landscape/lawn care operations which fail to obtain a permit before using the compost site.~~
- ~~(4) Removal prohibited. The permit shall not operate to allow any landscape/lawn care operation to remove any compost, yard waste, or other materials from the compost site.~~

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Board of Public Works Members
 From: Judith Schmidt-Lehman, City Attorney 
 RE: Compost Facility Contractor Permit
 Date: August 20, 2014

This memo is in response to the action of the Board on August 11, 2014 on the request of the Director of Public Works to amend the City's Solid Waste Ordinance [§82-11(b) De Pere Municipal Code (DPMC)] by eliminating commercial contractor use of the compost facility. Attached is a copy of the draft of that ordinance amendment for your review.

The Board, in approving the request to amend the ordinance, posed the following questions:

1. May the City limit the compost facility to City* commercial contractors; and
2. May the permit fee for City commercial contractors be different than the permit fee for non-City commercial contractors?

**For purposes of this memo, references to City also includes Ledgeview contractors since the City and the Town share compost facility expenses under a 1998 Intergovernmental Agreement.*

The purpose of this memo is to provide you with information concerning those questions.

May the City limit the compost facility to City commercial contractors?

Yes; the City may limit access to the facility to residents. The City is not obligated to open up services it provides to nonresidents. If the City decides to limit the facility to city contractors, the ordinance should clearly define what is meant by "city commercial contractor". For example, a "city commercial contractor" could be broadly defined as a contractor whose principal place of business is within the corporate limits of De Pere or could narrowly be defined as a Contractor whose principal place of business is within the corporate limits of De Pere and who uses the facility to dispose of yard waste collected solely within the corporate limits of the City. Additionally, an effective enforcement mechanism would be a necessary part of the ordinance.

May the permit fee for City commercial contractors be different than the permit fee for non-City commercial contractors?

Generally no; the City may not charge a different permit fee for residents than nonresidents. The Wisconsin Supreme Court will invalidate ordinances which either requires licenses of only nonresident merchants or which establish exorbitant fees. See *Whipple v. South Milwaukee*, 218 Wis. 395, 261 N.W. 235 (1935); *Racine v. Weyhe*, 241 Wis. 133, 5 N.W.2d 747 (1942).

Permit fees, like license fees, are fees established for purposes of exercising the City's police power to regulate a certain activity and are not imposed primarily for revenue raising purposes. See, e.g., *Milwaukee v. Hoffmann*, 29 Wis. 2d 193, 199-200, 138 N.W.2d 233 (1965). Since permit fees reflect the costs of overseeing and administering a program, all permit holders which require the same amount of oversight and are entitled to like fees. If there is a cost reasonably necessary to regulate a special class of permittee, a different fee can be reasonably imposed upon everyone in that special group. However, an increased fee must be justified as necessary because of a specific characteristic of that class of permittee. Here, I have not been told of any additional administrative or regulatory activity or cost associated with nonresident contractors that would justify a different fee.

Finally, permit fees, since they are regulatory, are not like user fees, which are imposed as a means of generating revenue. Under a user fee system, the City can (and does in the case of ambulance and other fees) distinguish between resident and nonresident in fee setting. Since city residents already pay for some of the costs of the service through property tax, it is reasonable to take that into consideration when revenue generation is the purpose of the fee. The City could theoretically establish a user fee sort of system for the compost facility. However, to do so would probably require substantial changes to the facility and an increase in costs. It does not appear that adding a user fee for compost site use would run up against the levy limit expansion in the 2013-2015 state budget.

I will be out of the office at a conference and unable to attend the September 8, 2014 Board meeting at which these issues will be discussed. Therefore, if you have any questions regarding these issues, please call me at 339-4042 prior to September 5, 2014.

JSL:jld

Attachment

H:\jdupont\Memos\2014\Mayor & BPW-compost site-8-14-148-008-14.docx

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: September 16, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #14-12, Amending Chapter 13 De Pere Municipal Code Relating to Payment of New Municipal Infrastructure and Amending Chapter 26 De Pere Municipal Code Relating to Installation of Storm Sewer Infrastructure.

In June, the Board of Public Works approved the implementation of a storm water connection fee. After the approval, the City Attorney began drafting the ordinance modifications for approval at Council. While updating the ordinance, two changes related to special assessment requirements were identified. The connection fee being proposed is a type of special assessment for an improvement. In this case, the improvement is the storm sewer service. The changes relate to the following:

- (1) The storm connection fee is based on the original fee plus an interest charge.
- (2) A public hearing is held at the Board of Public Works.

The first change required is when a property owner connects after the year in which the lateral is installed. The approved action was that *“costs for the storm sewer main and/or laterals would be established yearly by the Board. The fee would be paid at the time of connection”*. The recommended change is the connection fee will be based on the fee established when installed plus an interest charge. The interest would be based on the rate the City pays to borrow funds plus 1%. The interest rate would be charged yearly up to 10 years. After 10 years, the connection fee would be capped.

The second change is that a public hearing is still required because the fee is treated as a special assessment. The action approved by the Board was *“Property owners with a proposed connection fee would be invited to the Board for the meeting that the proposed storm sewer and laterals are to be discussed”*. State special assessment statutes specifically require that local ordinances provide for reasonable notice and a public hearing and that many municipal ordinances have the public hearing take place at a Board or Committee level rather than the Council. Staff recommendation is that the public hearing occur at the Board of Public Works for process streamlining.

The staff recommendations are as follows:

- (1) The connection fee will be based on the fee established when installed plus an interest

charge. The interest would be based on the rate the City pays to borrow funds plus 1%. The interest rate would be charged yearly up to 10 years. After 10 years, the connection fee would be capped.

- (2) The Board will follow State special assessment procedures and act on a resolution for special assessment and have a public hearing for the proposed storm connection fees. Impacted property owners will be invited to the meetings.

ATTACHMENTS:

- Ord14-12 (DOCX)
- §13-7 current ordinance (DOCX)
- Chapter 26 current ordinance (DOCX)

ORDINANCE #14-12

AMENDING CHAPTER 13 DE PERE MUNICIPAL CODE RELATING TO
PAYMENT OF NEW MUNICIPAL INFRASTRUCTURE AND
AMENDING CHAPTER 26 DE PERE MUNICIPAL CODE RELATING
TO INSTALLATION OF STORM SEWER INFRASTRUCTURE

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

SECTION 1: **§13-7, New construction special assessments; interest; letters of credit,**
is hereby repealed and recreated as follows:

Sec. 13-7. Payment of new construction of public infrastructure.

It shall be the policy of the City of De Pere to protect the health, safety and property of its citizens and promote the general welfare through the installation, construction or reconstruction of water distribution facilities and appurtenances; public sanitary sewers and appurtenances; storm sewers and appurtenances; public streets including sidewalks, pedestrian malls, landscaping, street lights and associated amenities. In addition to any other method allowed under state law, the costs of public construction of water distribution facilities and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, streets including sidewalks constructed or reconstructed as a part of street improvements and related landscaping and amenities may be charged in whole or in part to the property benefited thereby in accordance with the provisions of Wis. Stats. §66.0701 and §66.0707 and as provided in this section. The establishment of special assessments for the aforementioned improvements represents an exercise of the police power of the City of De Pere.

(a) *New development extension of public infrastructure.*

- (1) Special assessment. The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. §66.0703.
- (2) Letter of credit. The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be required to file an irrevocable letter of credit or cash with the City Clerk-Treasurer prior to the city publicly bidding such work. The terms and conditions of such letter of credit and the work to be bid by city for construction shall be as provided in a Developer's Public Infrastructure Agreement.

(3) Residential Infrastructure Development Agreement. The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be permitted to enter into a Residential Infrastructure Development Agreement with the city as authorized under common council Resolution 10-131, a copy of which is available in the office of the City Clerk-Treasurer.

(b) ***New infrastructure in existing development.***

Except as provided in paragraph (c) below, the owner of property abutting the extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. §66.0703.

(c) ***New storm sewer main or lateral installation in existing urban development.***

This subsection shall be applicable only to installations in existing urban development. Existing urban development shall mean any existing street with curb and gutter.

(1) Concurrent with street reconstruction or resurfacing project. Storm sewer main and laterals shall be constructed in conjunction with street reconstruction or resurfacing projects when requested by a property owner abutting said improvement project or when recommended by the Director of Public Works to address storm drainage issues in such area. The costs associated with installation of new storm sewer main and/or service lines (laterals) shall be assessed as follows:

A. Cost share between the stormwater utility and property owner.

- i. Storm sewer main. The stormwater utility shall bear eighty percent (80%) of the costs associated with the storm sewer main installation. The abutting property owner shall be assessed twenty percent (20%) off the costs associated with installation of the storm sewer main.
- ii. Storm sewer lateral. The abutting property owner shall be assessed one-hundred percent (100%) of the costs associated with installation of the storm sewer lateral.

B. Method and Basis of Assessment.

- i. Basis of Assessment. The Board of Public Works shall yearly determine the cost of storm sewer main and storm sewer lateral installation using the previous year's actual construction costs for such improvements. Whenever the actual costs shall be found to vary materially from the year prior, the Board shall consider whether to reconsider and reopen any assessment and it

may, after giving the same notice and having a public hearing as provided in subsection D below, may cancel, amend or conform the assessment.

- ii. Method of Assessment. Properties abutting the improvements shall be assessed on a per lot basis.

C. Preliminary Resolution. The Board of Public Works shall consider a Preliminary Resolution declaring its intent to exercise the city's police powers to specially assess benefited properties to construct such public improvements. Such Preliminary Resolution shall:

- i. describe generally the contemplated purposes, the limits of the proposed assessment district and the payment options in which the special assessments may be paid;
- ii. direct the City Engineer or designee to make a report thereon if not already completed;
- iii. direct the Clerk-Treasurer to publish notice of a public hearing as a Class I notice under Wis. Stat. ch. 985, and to mail a copy of said notice to every interested person whose address is known or can be ascertained with reasonable diligence;
- iv. direct the scheduling of a public hearing before the Board on such improvements and assessments, said hearing to commence not less than 10 and not more than 40 days after the required publication and mailing.

D. Public Hearing. The Board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The Board shall provide for the following payment alternatives if it determines to assess for any of the improvements:

- i. no interest imputed if payment of assessment made in full within 30 days of invoice;
- ii. payment in such number of yearly installments as deemed reasonable by the Board, together with interest thereon at the rate of 1% over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
- iii. deferred payment of assessment with interest to accrue at the rate of 1% over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - a. transfer of the benefited property to any other person or entity;
 - b. subdivision of the benefited property;

- c. connection to the storm sewer.
 - iv. interest on alternatives ii and iii above shall stop accruing after a period of 10 years.
- E. Adoption of Final Resolution. Upon adoption by the Board, the assessment shall be deemed authorized and made, and the date of adoption shall constitute the date of levy. Assessments so levied shall be a lien against the property from such date. A copy of the resolution adopted by the Board shall be mailed to every owner of property assessed whose address is known or can be ascertained with reasonable diligence.
- F. Reopening of Assessment. Whenever the actual cost of any project shall, upon completion or after the receipt of bids, be found to vary materially from the assessment or whenever any assessment is void or invalid for any reason, or whenever the Board shall determine to reconsider and reopen any assessment, it may, after giving the same notice as provided in subsection (c)(1)C. and after a public hearing, amend, cancel, or conform any such prior assessment. If the cost of the project shall be less than the special assessment levied, the Board, without notice or hearing, shall reduce each special assessment proportionately and where any assessments have been paid, and the excess over cost shall be refunded to the property owner.
- (2) Without concurrent street reconstruction or resurfacing project. Mini-storm sewer (meaning storm sewer main of smaller diameter intended to provide drainage for sump pumps and backyard drains) and laterals shall be installed in areas where no street reconstruction or resurfacing improvements are occurring if requested by a property owner to address storm drainage issues or when recommended by the Director of Public Works to address drainage issues in the area. All or part of the costs associated with mini-storm sewer and/or lateral installation shall be assessed under the procedures set forth in paragraph (c)(1) of this section, except that the Board shall provide for the following payment alternatives in place of those described in (c)(1)D. thereof:
 - A. As to the property owner requesting mini-sewer installation:
 - i. No interest imputed if paid in full within 30 days of invoice;
 - ii. Payment in such yearly installments as deemed reasonable by the Board, together with interest thereon at the rate of 1% over the interest rate paid by the city on its latest bond issue.
 - B. As to other property owners within the area assessed:
 - i. no interest imputed if payment of assessment made in full within 30 days of invoice;

- ii. payment in such number of yearly installments as deemed reasonable by the Board, together with interest thereon at the rate of 1% over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
- iii. deferred payment of assessment with interest to accrue at the rate of 1% over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - a. transfer of the benefited property to any other person or entity;
 - b. subdivision of the benefited property;
 - c. connection to the mini-storm sewer.
- iv. interest on alternative ii and iii above shall stop accruing after a period of 10 years.

(3) Waiver of Public Hearing and Assessment. The Board may, without any notice or hearing, levy and assess the whole or any part of the aforementioned municipal improvements as a special assessment on the property specially benefited thereby or impose a special charge upon property for all or part of the cost of current services rendered whenever notice and hearing thereon is in writing waived by all owners of the property affected by such special assessment or special charge.

(d) ***Sidewalks.***

The construction and repair of sidewalk which has not been made a part of street or highway improvements shall be assessed in accordance with Wis. Stats. §66.0907.

SECTION 2: §26-4, Sewer main extensions; assessment is hereby repealed and

recreated as follows:

Sec. 26-4. Sanitary and storm sewer main extensions.

All new storm sewer and sanitary sewer main extensions within the city may be chargeable to benefited property by means of a special assessment to be levied upon the benefited property as determined by the common council pursuant to the procedures set forth in Wis. Stats. § 66.0703. Service lines (laterals) shall be installed at the time the storm sewer and sanitary sewer main extensions are installed for each building site, and such property may be assessed for benefits derived from such installation as determined by the common council in accordance with §13-7 of this code.

SECTION 3: §26-5.5, Storm sewer service line installation, is hereby repealed and

recreated as follows:

Sec. 26-5.5. Storm sewer and service line (lateral) installation.

(a) *New construction.*

- (1) Installation. Storm sewer main and lateral installation to each lot of record shall be constructed at the time of initial road improvements. The location of the lateral shall be as determined by the city engineer or designee.
- (2) Costs of installation. The costs of such storm sewer main and lateral installation shall be paid for as provided in §13-7(a) of this code.

(b) *Street reconstruction.*

- (1) Installation. Storm sewer main and lateral installation to each lot of record shall be constructed at the time of street reconstruction in those streets which do not have storm sewer. The location of the lateral installation shall be as determined by the city engineer or designee.
- (2) Costs of installation. The costs of such storm sewer main and lateral installation shall be paid for as provided in §13-7(b) of this code.

(c) *Street resurfacing.*

- (1) Installation. Storm sewer main and lateral installation to each lot of record shall be constructed at during street resurfacing improvements when:
 - A. Requested by a property owner along the street to be resurfaced; or
 - B. When ordered by the director of public works to address drainage issues.

The location of the lateral installation shall be as determined by the city engineer or designee.
- (2) Costs of installation. The costs of such storm sewer main and lateral installation shall be paid for as provided in §13-7(b) of this code.

(d) *Without other construction.*

- (1) Installation. “Mini” storm sewer, defined herein to mean storm sewer main of a smaller diameter than the traditional storm sewer main, intended to provide drainage for sump pumps and backyard drains and laterals, may be installed behind the curb line when:
 - A. Requested by a property owner to address storm drainage issues; or
 - B. When ordered by the director of public works to address drainage issues.

The extent of “mini” storm sewer shall be determined by the city engineer or designee based upon the drainage needs of the immediate vicinity.

- (2) Costs of installation. The costs of such “mini” storm sewer and lateral installation shall be paid for as provided in §13-7(b) of this code.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of September, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

CURRENT ORDINANCE

Chapter 13 CITY FINANCES

Sec. 13-7. New construction special assessments; interest; letters of credit.

The cost of public construction of water mains and laterals, sanitary and storm sewers and laterals and grading and graveling of streets shall be billed and paid for as follows:

- (1) Upon a determination by the board of public works that such public improvements should be installed, the common council shall consider adoption of a preliminary resolution in accordance with the provisions of Wis. Stats. § 66.60.
- (2) After adoption of the preliminary resolution and prior to the adoption of any final resolution regarding the levying of special assessments, the clerk-treasurer shall notify all property owners who may be affected by such resolutions and request that the property owners file with the city an irrevocable letter of credit from a recognized lending institution or cash upon which the city may draw funds for payment of public improvement contracts as the same became periodically due.
- (3) If all affected property owners have filed letters of credit or cash, the council shall proceed to consider adoption of the final resolution authorizing the work to proceed and levying special assessments therefor. The city shall thereafter draw upon such credit as required in payment of said special assessments until completion and final payment of the public improvement contract.
- (4) If all affected property owners have not filed letters of credit or cash, the common council shall consider whether or not the proposed work shall be authorized. If the common council determines to authorize the work, it shall adopt the final resolution which shall levy assessments together with interest at a percentage rate determined by the common council, such interest to commence 30 days after adoption and publication of the final resolution for those affected property owners not having filed a letter of credit or cash as provided in this section.

(Code 1974, § 5.09; Ord. No. 06-46, § 1, 12-19-2006)

CURRENT ORDINANCE

Chapter 26 WATER AND SEWER SERVICE

Sec. 26-4. Sewer main extensions; assessment.

All new storm sewer and sanitary sewer main extensions within the city may be chargeable to benefited property by means of a special assessment to be levied upon such property in the net amount of benefits over damages as determined by the common council pursuant to the procedures set forth in Wis. Stats. § 66.60. Laterals shall be installed at the time the storm sewer and sanitary sewer main extensions are installed for each building site, and such property may be assessed for benefits derived from such installation as determined by the common council in accordance with statutory procedure.

(Code 1974, § 8.04)

Sec. 26-5.5. Storm sewer service line installation.

- (a) Upon reconstruction of any street or any storm sewer main, where it is determined that storm sewer service lines have not been installed to each lot of record, such service line shall be installed in conjunction with such reconstruction. The location of such service line shall be as determined by the city engineer or designee.
- (b) Assessment for the installation of such storm sewer service line(s) shall be as provided in section 13-7 of this Code.

(Ord. No. 10-01, § 1, 1-19-2010)

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

MEETING DATE: September 16, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Shana Defnet

SUBJECT: Resolution #14-97, Authorizing Economic Development Grant to GSO, LLC.

ATTACHMENTS:

- Reso14-97 (DOCX)
- Julie's Cafe/Brickhouse Application (PDF)

RESOLUTION #14-97

AUTHORIZING ECONOMIC DEVELOPMENT GRANT
TO GSO, LLC

WHEREAS, GSO, LLC has been granted a Reserve “Class B” Liquor License for the premises to be known as Julie’s Café and Catering/Brickhouse Craft Burgers and Brews, located at 500 Grant Street; and

WHEREAS, pursuant to §7-2(f)(3), De Pere Municipal Code, applicants and holders of Reserve “Class B” liquor licenses may apply for an Economic Development Grant from the City of De Pere in an amount not to exceed \$10,000; and

WHEREAS, the Finance/Personnel Committee has reviewed such grant request from GSO, LLC and recommends approval of the same; and

WHEREAS, Julie’s Café and Catering/Brickhouse Craft Burgers and Brews is found to have economic benefits to the City of De Pere which have resulted, or will result, directly from locating this licensed establishment in the City of De Pere as follows:

1. Provision of desirable restaurant and banquet establishments for residents and visitors to the greater De Pere area;
2. Creating and sustaining employment opportunities for residents of De Pere; and
3. Maintaining a destination point in De Pere and the benefits flowing therefrom.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Due to the economic benefits that will flow from Julie’s Café and Catering/Brickhouse Craft Burgers and Brews located at 500 Grant Street as referenced above, an Economic Development Grant in the amount of \$10,000 is hereby awarded to GSO, LLC.

Resolution #14-97
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
September, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-97 (2586 : Resolution #14-97, Economic Development Grant.)

CITY OF DE PERE

**RESERVE CLASS B LICENSE
ECONOMIC DEVELOPMENT
GRANT APPLICATION**

INSTRUCTIONS: The City of De Pere offers an Economic Development grant of up to \$10,000 for Reserve "Class B" liquor licenses. Please fully complete the questionnaire below, using additional sheets of paper as necessary. **The City of De Pere must determine that your new business will provide an economic benefit to the City of De Pere in order to consider awarding you this grant.** Therefore, you should provide any and all information you can provide to support your request.

Name of Licensee:

GSO LLC

Name of Licensed Establishment:

Julie's Cafe / Brickhouse

Date of Grant Application:

Date Reserve Class "B" License Granted:

ECONOMIC IMPACT INFORMATION

1. Please provide specific information on how you will use the grant funds to create jobs and foster the economic development of the City of De Pere, including listing the number of jobs you will create now and an estimate of the number of jobs you to hope to create in the future.

See Attached

2. Please provide specific information as to all building improvements made or anticipated to be made to the licensed premises, including the cost of the improvements. Please include cost estimates for the improvement work.

See Attached

3. How much of the investment identified in #2 above would you have put into the property if the Reserve Class B license was not issued to you? Please fully explain your reasons why.

See Attached

4. Please provide a copy of your business plan. Also, list below your growth projections over the next five (5) years.

See Attached

5. Please list any other information you believe may be important to the City of De Pere in making its grant determination.

See Attached

Signed: _____

Date: 8/8/14

Please note: This Application, once completed will be referred to the Finance/Personnel Committee for their review. The Committee's recommendation will then be forwarded to the Common Council.

H:\jdupont\Forms\2012\Class B Liquor License Econ Develop Grant App-revised 6-26-12.docx

1. We will be opening two restaurants and a banquet hall. The first restaurant is Julie's Café. We will be hiring approximately 28 employees for the front and back of the house this restaurant. The other side will be Brickhouse Craft Burgers and Brews. We anticipate hiring 20 employees for this restaurant. We will be hiring 10 employees for the banquet hall with room to grow and add more as we book more events.
2.

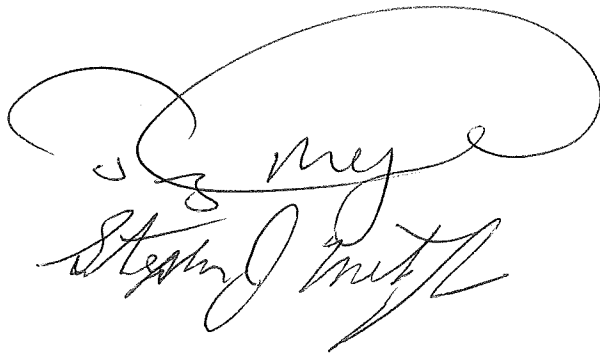
\$4,000.00	Heating and Cooling
\$5,000.00	Windows and Doors
\$5,000.00	Parking Lot
\$7,000.00	Brick and Tuck Point
\$20,000.00	Remodeling Inside
\$7,000.00	Landscaping
\$5,000.00	Cement Work
\$53,000.00	Total
3. We would not be doing any of it. The business plan relies on the ability to have a liquor license. The Brickhouse and banquets rooms could not operate without a liquor license.
4. See Attached
5. We are very proud to take over and revive such an historic building in De Pere. Also, the number one request of our customers was to come back to De Pere, so we are very excited to be back in the De Pere community.

Property: 500 Grant St. De Pere, WI 54115 (Formerly Sports Corner)

This property is in the heart of De Pere with St. Norbert Collage nearby. There is ample parking for this facility which is a big plus for the De Pere area.

We would like to split this property into 3 different revenue streams.

1. Julie's Café and Catering would occupy the lower eastern half of the building. This would allow us to seat 150 people. This will be similar in size to our Main St. location. Julie's Café and Catering is a well-established local brand and we have a following in De Pere from our previous location in De Pere. The number one request we have is that we come back to De Pere. We do large amount of TV and radio advertising that would benefit this location with little extra cost.
2. We would take the upper and lower western half of the building and open a full service restaurant that serves alcohol. This side will seat 200 people, 100 lower and a 100 upper with the capabilities to use the upper for private events. We are currently developing a menu based on fresh and local ingredients that are prepared daily. This food will be accompanied by a full liquor license which would include a variety of draft local beers. This will not be a bar, rather a restaurant that serves alcohol and beer. It will be a casual atmosphere that is targeting the 25-45 age group.
3. The upper eastern part of the building will be used as a banquet facility. If it were to become a banquet facility it would seat 200+ with a full service bar. This will be a great compliment to our current catering business. We have the know-how and experience to accommodate large groups of people.

A handwritten signature in black ink, appearing to read "Stephen J. Metz". The signature is written in a cursive, flowing style with a large loop at the top.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 16, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Ken Pabich

SUBJECT: Resolution #14-98, Authorizing Farm Lease.

ATTACHMENTS:

- Reso14-98 (DOCX)
- Farm Lease - Vande Voort-9-14-145-001-07 (DOCX)
- Exhibit A - Vande Voort (PDF)
- AG_Sept_14 (PDF)

RESOLUTION #14-98

AUTHORIZING FARM LEASE

WHEREAS, the City has real property available for lease in the West Industrial Park for general farming purposes; and

WHEREAS, Nicholas Vande Voort wishes to lease approximately 93± acres of such real property subject to the terms and conditions of the Farm Lease attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Farm Lease.

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 16th day of September, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-98 (2661 : Resolution #14-98, West Side Ag Lease)

FARM LEASE
(93 acres along American Boulevard)

THIS LEASE is made and entered into as of this _____ day of _____, 2014 by and between the City of De Pere, Wisconsin, a municipal corporation ("Lessor"), and Nicholas Vande Voort, an individual ("Lessee").

1. Leased Premises. Lessor does hereby lease to Lessee the following described real property comprising a total of 93± acres in the City of De Pere, Brown County, Wisconsin, to-wit:

WD-L179-2	WD-1624	WD-1138
WD-L179	WD-1625	WD-1138-1
WD-1620	WD-1626	WD-L492-B
WD-1621	WD -1379	WD-1759
WD-1623		

A map showing said parcels is attached and incorporated as Exhibit A.

2. Term. This lease shall be for a term of five (5) years, commencing as of January 1, 2015 and terminating on December 31, 2019. In addition, Lessee shall have the option to extend such lease for an additional two (2) year period upon the same terms and conditions of this lease. Lessee shall provide Lessor written notice of the exercise of this option at least six (6) months (on or before July 1, 2019) before the expiration of the lease. Failure to provide Lessor with written notice of the exercise of the option shall operate to forfeit all rights, title and interest of Lessee in the option.

3. Early Termination. In the event that Lessor sells or otherwise determines a need for any portion of the property which is the subject of this lease during the lease term, then Lessor may, at its sole option, terminate and cancel this lease or any portion thereof by giving a thirty (30) day notice to Lessee, who shall thereupon vacate the premises in accordance with the terms

of such notice. Lessee may terminate this lease at any time by giving Lessor six (6) months' notice of such termination.

4. Effect of Early Termination. In the event any part of this lease is terminated by Lessor as provided in paragraph 3, above, Lessor shall be responsible for and reimburse Lessee for damages suffered by Lessee, including the reasonable value of crops damaged or unable to be harvested as a result of said termination, not to exceed any rents paid by Lessee. In the event this lease is terminated by Lessee, Lessee shall forfeit any and all claim(s) of any nature whatsoever for any work performed, materials or supplies, including seed provided, or any other cost which Lessee may have incurred.

5. Obligations of Lessee. Lessee shall use said property for general farming purposes and shall care for the same according to standard industry practices and shall mow all land not seeded or planted for the following crop season. Lessee warrants herein not to use any herbicide/fertilizer/pesticide which may prevent for any period of time residential grass growth on any lands leased hereunder unless authorized in writing by the City Administrator.

Additionally, Lessee acknowledges that there exist lot line pipes identifying the lot parameters of certain lots subject to this lease, which, if damaged or destroyed, would result in considerable inconvenience and expense to Lessor. Therefore, Lessee agrees to indemnify and hold harmless Lessor for any and all costs associated with damage to such lot line pipes during the term of this lease.

6. Sublease. Should Lessee desire to sublease such property, prior written approval of Lessor shall be obtained by Lessee, when approved shall not be unreasonably withheld.

7. Rent. For 2015, Lessee shall pay rent to Lessor in the amount of \$68.25/acre for a total annual rent of \$6,347.55. The annual rent shall be increased by an amount equal to the

previous year's rent times the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, for the previous year. Lessor shall inform the Lessee in writing of the amount of increase in rent by December 15 of the year preceding the CPI-U rent increase.

8. Payment of Rent. Rent shall be paid in advance, in two equal payments. The first payment shall be made on or before January 1st of each year of the lease with the second payment on or before July 1st of each year of the lease.

9. Hold Harmless and Certificate of Insurance. Lessee shall save and hold harmless Lessor from any and all claims, actions, or liability for any injury or damage to property or persons occurring on or about the premises demised hereunder where such injury or damage has arisen out of Lessee's action or inaction or that of Lessee's agents, contractors, or employees. This hold harmless is intended to protect Lessor from any and all claims and actions for injury or damage to the fullest extent provided by law, including payment for actual attorney fees reasonably incurred as a result of any such claim. To ensure Lessee's ability to perform under this provision, Lessee shall provide a certificate of general liability insurance in an amount of not less than One Million Dollars, naming Lessor as an additional insured as a term and condition of this lease.

10. Notice. Notice required or permitted hereunder shall be sent via U.S. Mail, 1st Class, postage prepaid to the following:

If to Lessor:

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

If to Lessee:

Mr. Nicholas Vande Voort
W2818 Angling Road
Seymour, WI 54165

Farm Lease – Nicholas Vande Voort
Page 3 of 4

Attachment: Farm Lease - Vande Voort-9-14-145-001-07 (2661 : Resolution #14-98, West Side Ag Lease)

11. Miscellaneous. Lessee promises and agrees to pay the rent as provided herein and not to underlease or sublet said premises or any portion thereof or assign this lease without the prior written consent of Lessor. Lessee further agrees to quit and deliver the same to Lessor peacefully and quietly at the end of the term of this lease and to keep the same in good repair as the same are in at the commencement of the term of the lease. Lessee agrees to use and improve said premises using standard industry practices and to provide Lessor access to view the premises at all reasonable times. If Lessee shall fail to pay rent at the aforesaid times expressed in this lease or shall underlease or sublet the premises without the written consent of Lessor, Lessor may enter and expel Lessee and/or his assigns from the premises forthwith and thereupon said Lessee shall be held to have forfeited any rent that he may have paid hereunder and shall be liable to Lessor for any such payment or payments of rent hereunder which are then due and unpaid. In such case, the Lessor shall not be responsible for Lessee for any damages under this lease.

The covenants herein contained shall bind the parties mutually and their respective heirs, personal representatives, administrators, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed personally or by their duly authorized officers and their seals affixed hereto on the day and year first written above.

LESSEE

CITY OF DE PERE

Nicholas Vande Voort

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Leases\2014\Farm Lease - Vande Voort-9-14-145-001-07.docx

Farm Lease – Nicholas Vande Voort
Page 4 of 4



Attachment: Exhibit A - Vande Voort (2661 : Resolution #14-98, West Side Ag Lease)

Exhibit A. 2015 Farm Lease Map.
93 Acres

Legend
Tax Parcels
Lease Areas

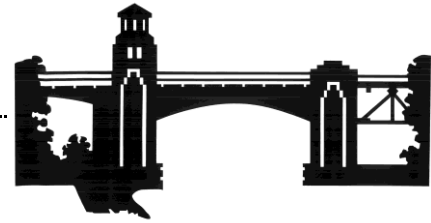


City of De Pere



CITY OF DE PERE

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



September 9, 2014

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: West Industrial Park Ag Lease

Our existing agricultural lease expires in November 2014. Since the current lease was extended twice, staff put out the property out for bid (please see the attached bid request form). As part of the process, we did receive some calls on the bid; however in the end, we only had one bid submitted which is with our current lessee. The bid was for \$68.25 cents per acre for a five year term which also includes a price adjustment each year using the consumer price index (CPI).

Recommendation

Staff would recommend that the Finance Committee accept the bid with Mr Vandervoort. Mr Vandervoort has been excellent in working with the City and he has worked directly with the City to address issues in the Business Park. The ability to work together to address issues is critical as the City continues to market the properties for future development.

Attachment: AG_Sept_14 (2661 : Resolution #14-98, West Side Ag Lease)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 16, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #14-99, Agreement for Contractor Services Between the City of De Pere and Stellpflug Law, S.C.

Update: The Finance/Personnel Committee approved the proposal from Stellpflug Law, S.C. at its meeting on July 8, 2014.

The City began contracting for municipal prosecution services with Stellpflug Law in 1996. The current contract with Stellpflug Law ends on September 30, 2014. The City's new purchasing policy (adopted December 17, 2013) requires a formal bid/proposal process for professional services at least every five years. This requirement triggered a request for proposal process described below.

The Law Department advertised its request for proposals in the Brown County Bar publication *The Hearsay Exception*, on the State Bar Website Classified section, on the League of Wisconsin Municipality website and in the June 2014 *The Municipality* magazine. Additionally, direct letters soliciting proposals from De Pere law firms and Green Bay area law firms with a known interest in municipal law were sent via US mail.

We received three proposals through this process. Attached is a copy of the Request for Proposal Document and copies of the responses received. Also attached is a tabulation of the proposals received.

I recommend accepting the proposal of Stellpflug Law. They have the depth of qualified attorneys needed with the most competitive hourly rate of the proposals. Additionally, Stellpflug Law has successfully operated as the City's municipal court prosecutor over the past 17 years.

I look forward to discussing this more fully with you at the July 8, 2014 Committee meeting.

ATTACHMENTS:

- Reso14-99 (DOCX)
- Stellpflug 8-14-182-004-14 (DOCX)
- Exhibit 1 - Stellpflug (DOCX)
- Exhibit 2 - Stellpflug (PDF)

RESOLUTION #14-99

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND STELLPFLUG LAW, S.C.

WHEREAS, the City is in need of municipal prosecutor services; and

WHEREAS, Stelpflug Law, S.C. has available and offers to provide personnel and facilities necessary to accomplish the municipal prosecutor work, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference; and

WHEREAS, the Finance/Personnel Committee has reviewed such matter and recommends its 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 Stelpflug Law, S.C., as is attached hereto.

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 16th day of September, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-99 (2587 : Resolution #14-99, Authorizing Agreement for Contractor Services - Stelpflug)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND STELLPFLUG LAW, S.C.**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the City of De Pere, Wisconsin, (“City”), and Stellpflug Law, S.C., (“Contractor”), and which shall be effective October 1, 2014.

WITNESSETH

WHEREAS, the City is in need of municipal prosecutor services; and

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

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit 1) and Contractors Proposal thereto dated June 16, 2014 (Exhibit 2), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit 1 and Exhibit 2, the terms of Exhibit 1 shall prevail. If there is a conflict between the terms and conditions of Exhibit 1 and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONTRACTOR SERVICES

Contractor agrees to perform those services described Exhibits 1 and 2. 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. AUTHORIZATION, PROGRESS, AND COMPLETION

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

IV. OWNERSHIP 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 custodian or owner of any such document. To that end, Contractor shall return

to City all such documents created, maintained or received at the closure of any municipal court case or matter.

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.

V. 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.

VI. TERM OF AGREEMENT

Unless earlier terminated, this Agreement period shall commence as of October 1, 2014 and shall end September 30, 2019. Either party may terminate this Agreement for any reason or for no reason with six (6) months written notice thereof to the other party.

VII. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit 2, to be invoiced on a monthly basis, with a maximum contract amount not to exceed \$25,000 per year. Payment to the Contractor is due within 30 days after receipt of monthly invoice by the City.

VIII. RESPONSIBILITY OF CONTRACTOR

The Contractor is employed to render a professional service only, and any payments made to the Contractor are compensation solely for such services rendered and recommendations made in carrying out the work. Contractor shall follow the practice of its profession in performing and fulfilling its obligations hereunder.

IX. NON-DISCRIMINATION

The Contractor agrees that, in performing under this Agreement with the City, it will not discriminate against any 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, or any other basis provided under Wis. Stats. §111.321.

X. INSURANCE

The Contractor shall maintain during the life of the Agreement, such professional liability insurance as identified in Exhibit 2.

XI. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, the City shall indemnify and hold harmless Contractor, the Contractor's officers, directors, partners, employees, and Contractor's Contractors 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 professional, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's Contractors with respect to this Agreement or the project.

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

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

This Agreement is not to be assigned by either the City or Contractor without the prior written consent of the other.

XIV. 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.

XV. 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.

XVI. 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.

XVII. NOTICES

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

If to City: City Attorney
335 South Broadway Street
De Pere, WI 54115

If to Contractor: Stellpflug Law, S.C.
c/o Mark Bartels
P.O. Box 5637
De Pere, WI 54115

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

STELLPFLUG LAW, S.C.

CITY OF DE PERE

Mark A. Bartels, President

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

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City of De Pere REQUEST FOR PROPOSALS

DESCRIPTION: MUNICIPAL PROSECUTOR – City of De Pere
Contract to start October 1, 2014

**PROPOSAL
DUE DATE:** 4:00 PM MONDAY, June 16, 2014

SUBMIT TO: Judy Schmidt-Lehman, City Attorney
jschmidt-lehman@mail.de-pere.org

QUESTIONS: All questions shall be directed no later than NOON on
June 10, 2014 to City Attorney, Judy Schmidt-
Lehman via email at:
jschmidt-lehman@mail.de-pere.org

Responses to all questions received will be posted by
NOON June, 11, 2014 on the City Attorney
Department page of the City’s website at:
www.de-pere.org

The City of De Pere does not discriminate against persons on the basis of any factor identified in Wis. Stats. §111.321. All qualified applicants are encouraged to submit Proposals.

CITY OF DE PERE
REQUEST FOR PROPOSALS
Contract Prosecutorial Services

De Pere is seeking proposals for Contract City Prosecutor.

A. Background

1. De Pere is part of the Joint De Pere – Ledgeview Municipal Court. De Pere has used contracted prosecutorial services for its municipal prosecution duties since 1996.

City Policies require a Request for Proposal process at least every five (5) years. The current prosecutor contract runs through September 30, 2014.

This request **does not** include prosecutorial services for the Town of Ledgeview.

B. Purpose and Intent of the Request for Proposal (RFP)

1. The purpose of this RFP is to solicit proposals from qualified and interested individuals and/or firms to provide contract prosecutorial services for the City of De Pere.
2. The City of De Pere is seeking qualified firms and/or individuals to provide all of the necessary contractual services, including office space, office personnel and clerical staff. The City will not provide any office space, however it will provide space during court days to conduct appropriate business.
3. The City Prosecutor shall function entirely as an independent contractor and shall not be considered an official, officer or employee of the City of De Pere.

C. Terms of the Consultant Services Agreement

1. The terms of the consultant service agreement will include specific language regarding the provision of services, required insurance, and indemnification, contract continuation and termination clauses, timing of invoicing and payments, and requirements for interaction with City Departments and employees.
2. The De Pere – Ledgeview Joint Municipal Court conducts trials Wednesday evenings at 7:00 PM and on the 2nd and 4th Thursday every month at 7:00 PM. Pre-trial conferences shall be conducted by the contract prosecutor upon a regular schedule. Currently, pre-trial conferences are held on Wednesday mornings via telephone or by appointment. The proposal must identify the prosecutor's proposed schedule and ability to work and be prepared for that schedule.

3. The City Prosecutor handles prosecution of municipal citations to which a defendant has entered a plea of not guilty. There may also be an occasional parking ticket challenge. The City Prosecutor will have reasonable discretion to settle citations prior to trial in an equitable and consistent manner and as authorized by law. Municipal Court reports the following yearly data regarding not guilty pleas (regardless of disposition):

2011 – 303 not guilty pleas
 2012 – 239 not guilty pleas
 2013 – 233 not guilty pleas

The City Prosecutor will also be responsible for providing prosecutor response to defendant appeals of Municipal Court judgments to Brown County Circuit Court unless otherwise determined by the City Attorney.

D. Scope of RFP

1. All proposals must be in writing and signed by an authorized representative of the submitting individual, group, organization or entity. Proposals must also include the name, address, and telephone number of the contact person.
2. Proposals should demonstrate that the bidder has the technical ability and experience to execute high quality prosecutorial service to the City of De Pere.
3. Proposals must contain the following information:
 - a. A description of the education, training and experience of all individuals involved in the proposal who are anticipated may provide prosecutorial services to the City of De Pere.
 - b. A list of at least three (3) professional references regarding legal services. References that relate to one's ability to provide prosecutorial services are especially important and relevant.
 - c. A statement of willingness and ability to comply with all City and State rules and requirements associated with providing prosecutor services to the City of De Pere.
 - d. A methodology for how the individual or firm will bill the City for its services. The City will entertain proposals that contain either an hourly or flat fee approach. However, the proposed rates must be inclusive of the cost of all paralegal and other clerical support services, travel expenses, conferences, dues and membership to legal professional associations, and the expense of materials utilized in the provision or service.

E. Proposal Format

Proposals must be organized to comply with and include the following:

1. Letter of Transmittal. The letter of transmittal should include an introduction of the bidder's firm as well as the name, address, telephone number and email address of the contact person and other representatives dealing with the RFP.
2. Executive Summary. An executive summary shall briefly describe the bidder's approach to the proposal, clearly outline any options or alternatives and indicate if the bidder cannot meet any major requirements. The summary must also highlight the major features of the proposal and identify any pertinent supporting information.
3. Statement of Qualifications. This section should provide information regarding the bidder's qualifications and experience, or those of his/her proposed partner's, relevant to the work to be performed. It should include a firm profile (if appropriate); references of similar contracts or work experience that is relevant to this RFP; and appropriate references, including addresses and phone numbers of individuals, groups or organizations with which the bidder has worked during the past 3-5 years.
4. Insurance. The bidder shall provide documentation that it has professional liability and malpractice insurance coverage through a reputable insurance company at such limits of coverage and deductible/self-insured retention as acceptable to City. The City shall be named as an additional insured under such policy for purposes of the prosecution services provided.
5. Additional information. Any information deemed pertinent to the RFP, but not outlined in the RFP may be included in this section. This section may also include firm brochures or other material.
6. Proprietary Information. Bidders are requested to mark any specific information contained in the proposal that is not to be disclosed to the public or used for purposes other than evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary. The proposal and all supporting materials supplied will become the property of City of De Pere and will not be returned. Proposals submitted may be reviewed and evaluated by any person at the discretion of the City.

F. Proposal Submission and Selection Procedures

1. The City's contact person is Judy Schmidt-Lehman. All questions about the RFP and selection requirements should be directed to her via email at jschmidt-lehman@mail.de-pere.org.

2. Your proposal must be submitted via email to Judy Schmidt-Lehman, City Attorney, at jschmidt-lehman@mail.de-pere.org by 4:00 PM on Monday, June 16, 2014. Proposals submitted via US Mail and/or dropped off in person will not be accepted.
3. Proposals will be evaluated and the bid awarded using the following criteria:
 - a. The demonstrated ability of the bidder to provide the requisite prosecutorial services including the ability to provide the City with sufficient hours each week to complete the job.
 - b. The experience of individual and/or their firm to provide prosecutorial services to include references and qualifications and that all persons proposed to provide prosecutor services in the proposal are members in good standing with the State Bar of Wisconsin.
 - c. The proposed price and terms of the contract that is offered.

Upon completion of its review of all proposals, a determination will be made as to whether interviews will be conducted. If so, the proposals selected for interview will be notified and the interviews will be conducted on Tuesday, June 24, 2014.

The City's Finance/Personnel Committee will review the City Attorney's recommendation on the selected proposal in July 2014. The contract for services will be effective as of October 1, 2014 and may run up to a term of five (5) years.

The City reserves the right to refuse or reject any and all proposals.



Mark A. Bartels
 Terence J. Bouressa
 John P. D'Angelo
 Joseph W. Faulds
 Timothy A. Hawley
 Robert J. Janssen

Michael J. Kirschling
 Lora A. Matzke
 Christina L. Peterson
 Patricia J. Sandoz
 C. David Stellpflug
 Daniel J. Walsh

Mark A. Bartels
 Direct: 920.330.9212
 mbartels@stellpfluglaw.com

June 16, 2014

TRANSMITTED VIA EMAIL – jschmidt-lehman@mail.de-pere.org

Ms. Judy Schmidt-Lehman
 City Attorney
 335 S. Broadway
 De Pere, WI 54115

Re: Legal Services Proposal

Dear Ms. Schmidt-Lehman:

Enclosed please find Stellpflug Law, S.C.'s Response to Request for Proposals for Contract Prosecutorial Services.

Thank you for the opportunity to present this proposal. We have enjoyed the opportunity to work with you in the past. We welcome the opportunity to continue our relationship as municipal prosecutor for the City of De Pere.

Should you have any questions, or require further information, please do not hesitate to contact me at 444 Reid Street, Suite 200, P.O. Box 5637, De Pere, Wisconsin 54115, Telephone Number 920-330-9212 or email address mbartels@stellpfluglaw.com. Thank you again for this opportunity and your consideration.

Very truly yours,

STELLPFLUG LAW, S.C.

By:

Mark A. Bartels

MAB:cmp
 Enc.



**RESPONSE TO REQUEST FOR PROPOSALS FOR
CONTRACT PROSECUTORIAL SERVICES**

CITY OF DE PERE, WISCONSIN

June 16, 2014

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8. Conclusion.....	7

	Exhibit
Lora A. Matzke Biography	A
John P. D'Angelo Biography.....	B
Joseph W. Faulds Biography	C
Professional Liability Policy Declarations	D
List of Municipal Clients	E

GUIDE TO REQUESTED INFORMATION

Requested Information		Section of Proposal
1.	Letter of Transmittal	Accompanies Proposal
2.	Name, address, and telephone number of contact person.	Section 1
3.	Executive Summary	Section 2
4.	Statement of Qualifications	Section 3
5.	Demonstrate that the bidder has the technical ability and experience to execute high quality prosecutorial services to the City	Entire Proposal
6.	A description of the education, training and experience of all individuals involved in the proposal who are anticipated may provide prosecutorial services to the City.	Section 3; Exhibits A, B and C
7.	A list of at least three (3) professional references regarding legal services.	Section 3C
8.	A statement of willingness and ability to comply with all City and State rules and requirements associated with providing prosecutorial services to the City	Section 4
9.	Identify the prosecutor's proposed schedule and ability to work and be prepared for that schedule.	Section 4
10.	A methodology for how the individual or firm will bill the City for its services.	Section 4
11.	Insurance	Section 5 and Exhibit D
12.	Additional Information	Section 6 and Exhibit E
13.	Proprietary Information	Section 7
14.	Conclusion	Section 8

1. INTRODUCTION

Stellflug Law, S.C. is pleased to provide this response to the City of De Pere's (the "City") Request For Proposals – Contract Prosecutorial Services (the "Request"). We have addressed below each of the topics outlined in the Request. Please contact Mark A. Bartels at (920) 330-9212 or mbartels@stellfluglaw.com, with any questions or to obtain additional information. Any mailing should be directed to Mark A. Bartels, Stellflug Law, S.C., 444 Reid Street, Suite 200, P.O. Box 5637, De Pere, WI 54115-5637.

2. EXECUTIVE SUMMARY

Stellflug Law, S.C., a 12-lawyer firm, with offices in De Pere, Wisconsin, has been one of the leading firms in Brown County for over 80 years. We offer a full-range of legal services to individuals, businesses and municipalities throughout Wisconsin.

Stellflug Law, S.C. has provided contract prosecutorial services to the City since 1996 and desires to continue to provide those services in a high quality and cost-effective manner. We are willing and able to meet all requirements set forth in the Request.

We propose that Attorney Lora A. Matzke continue as the primary prosecutor for the City. Ms. Matzke has a proven track record of effective prosecution for the City. Attorneys John P. D'Angelo and Joseph W. Faulds will be available to assist Ms. Matzke as necessary. Mr. D'Angelo's criminal defense and circuit court experience give him a unique advantage in prosecuting municipal violations. Attorneys Matzke, D'Angelo and Faulds are all members in good standing of the State Bar of Wisconsin.

Stellflug Law, S.C. is prepared to provide all of the necessary contractual services, including office space, office personnel and clerical staff, as set forth in the Request. We propose that the City pay Stellflug Law, S.C. for the services described in the Request on an hourly basis as follows:

Contract Period	HOURLY RATE
Year 1	\$95.00
Year 2	\$95.00
Year 3	\$100.00
Year 4	\$100.00
Year 5	\$105.00

As in our current contract with the City, we are willing to agree to a contract provision that places a maximum limit on our fees. Consistent with past practice, we do propose to bill the City, without mark-up, for direct out-of-pocket costs such as postage, filing fees, witness fees, expert reports, jury fees, and other court costs.

Stellflug Law, S.C. has enjoyed the privilege of acting as municipal prosecutor for the City since 1996. We welcome the opportunity to continue its relationship with the City in this

capacity and pledge to continue to provide the City with high-quality prosecution services in a cost-effective manner.

3. STATEMENT OF QUALIFICATIONS

A. FIRM PROFILE

Stellpflug Law, S.C., a 12-lawyer firm, with offices in De Pere, Wisconsin, has been one of the leading firms in Brown County for over 80 years. We offer a full-range of legal services to individuals, businesses and municipalities throughout Wisconsin. The firm has the highest possible rating for competence and ethics from Martindale-Hubbell, the national rating service for attorneys. Additional information about Stellpflug Law, S.C. may be found at www.stellpfluglaw.com.

At Stellpflug Law, S.C., our mission is to build substantial and enduring relationships with our clients. We strive to serve our clients' interests by providing effective representation and services of the highest quality at a reasonable cost. One of our most distinctive strengths is our ability to align ourselves – our people, our technology, our approach – closely with the needs and preferences of our clients. It is the characteristic of our firm most often cited by our clients as the reason they choose Stellpflug Law, S.C. to handle complex and critically important legal work. Expressed quite simply – we put our clients first. Our mission is the essence of our firm and the manner in which we do business every day

We have built client relationships that span years – in some cases generations. Our long-term representation of many clients demonstrates that we are good lawyers and good communicators. Our work with local governments facing complex problems, often with limited resources, has taught us to be creative big-picture thinkers and practical problem solvers. We are known for high ethical standards and well-respected by our clients and peers.

Stellpflug Law, S.C. has provided contract prosecutorial services to the City for over 18 years. Our extensive experience in municipal prosecution, together with our common-sense problem-solving approach, offers a strong combination that has served the City well. We have demonstrated success in effectively serving as prosecutor for the City. We have the experience and expertise to effectively continue providing prosecutorial services to the City in a timely and cost-effective manner.

Finally, Stellpflug Law, S.C. is truly a local law firm. Our offices are located in De Pere, just a mile from the City's offices. All of our attorneys live in the Greater Green Bay area or the Fox Valley. They all work out of our offices located at 444 Reid Street, in De Pere. We are committed to making a positive difference in our local community. We invest our time, resources, and talents in our local community through our involvement in civic and community organizations and activities. Living and working in the local area gives our attorneys a shared perspective with City residents and officials that enhances our ability to work effectively with the City.

B. ATTORNEYS RESPONSIBLE FOR SERVICES TO THE CITY

Our experienced team of lawyers will provide the City with the legal resources best suited to the task at hand, and assures that knowledgeable and experienced legal counsel will be available to the City at all times. This "experienced team" approach will allow us to address the City's municipal prosecution legal needs in a prompt and cost-effective manner.

1. LORA A. MATZKE

We propose that Attorney Lora A. Matzke continue to serve as the City's primary municipal prosecutor. Ms. Matzke has served as municipal prosecutor for the City since 1996. In this capacity, she has extensive experience in pretrial conferences, hearings, and municipal trials. She has successfully prosecuted trials for the City in almost every area of municipal ordinance and traffic violations. Ms. Matzke has developed successful and cooperative relationships with the De Pere Municipal Court, De Pere Police Department and the City. She would continue those relationships in future years.

As the City's prosecutor, Ms. Matzke sees her role as an administrator of justice, an advocate for the City, and an officer of the court. She firmly believes that the duty of a prosecutor is to seek justice, not merely convict. Ms. Matzke has a proven track record of success and will continue to exercise sound discretion in the performance of her functions as municipal prosecutor.

Ms. Matzke is a 1995 graduate of Marquette University Law School and has worked at Stellpflug Law, S.C. since her graduation. Her practice is focused primarily on municipal prosecution. Ms. Matzke is a member of the State Bar of Wisconsin and the Brown County Bar Association. She is admitted to practice in the U.S. District Court for the Eastern District of Wisconsin. More information on Ms. Matzke is attached as Exhibit A.

2. JOHN P. D'ANGELO

In keeping with our "experienced team" approach, we propose that Attorney John P. D'Angelo assist Ms. Matzke in performing municipal prosecutorial services for the City. Mr. D'Angelo is experienced in the area of criminal prosecution and defense, as well as general litigation. Mr. D'Angelo has handled City matters appealed to circuit court. Mr. D'Angelo has successfully prosecuted several hearings and trials at this level.

Mr. D'Angelo's private practice is concentrated on criminal defense, traffic and alcohol-related traffic matters. This defense experience gives Mr. D'Angelo a unique perspective in municipal prosecution work. He is knowledgeable in defense tactics and uses that knowledge to anticipate and successively overcome the arguments of defendants and their counsel. He also occasionally serves as special prosecutor for the Town of Suamico.

Mr. D'Angelo is a 2008 graduate of Creighton University Law School and has worked at Stellpflug Law, S.C. since his graduation. His practice focuses on criminal, traffic and family law. Mr. D'Angelo is a member of the State Bar of Wisconsin and the Brown County Bar

Association. He is admitted to practice in the U.S. Districts Courts for the Eastern and Western Districts of Wisconsin and the U.S. Court of Appeals – 7th Circuit. Mr. D'Angelo was named a "Wisconsin Rising Star" in 2010-2013 by his peers and through the independent research of Law and Politics, publisher of *Super Lawyers Magazine*. More information on Mr. D'Angelo is attached as Exhibit B.

3. JOSEPH P. FAULDS

We anticipate that Ms. Matzke and Mr. D'Angelo will provide most of the services to the City. In the event back up is needed, we propose Attorney Joseph W. Faulds to be an attorney approved by the City to provide municipal prosecution services. Mr. Faulds practice concentrates on general litigation.

Mr. Faulds is a 2013 graduate of Marquette University Law School and has worked at Stellpflug Law, S.C since graduating. He is a member of the State Bar of Wisconsin and the Brown County Bar Association. More information on Mr. Faulds is attached as Exhibit C.

C. REFERENCES

Listed below are three (3) professional references that relate to the firm's ability to provide prosecutorial services to the City. The City is invited to contact them to discuss our qualifications.

Honorable David J. Matyas
De Pere-Ledgeview Municipal Judge
336 Main Avenue.
De Pere, WI 54115
Phone: (920) 336-2333

Honorable Marc A. Hammer
Brown County Circuit Judge
100 S. Jefferson Street
Green Bay, WI 54305
Phone: (920) 448-4118

Ms. Cynthia Vopal
Assistant Brown County District Attorney
300 E. Walnut Street
Green Bay, WI 54305
Phone: (920) 448-4190

4. PROPOSAL FOR SERVICES

We propose to provide contract prosecutorial services to the City as detailed below.

Stellpflug Law, S.C. is prepared to provide all of the necessary contractual services,

including office space, office personnel and clerical staff, as outlined in the Request. As City Prosecutor, Stellpflug Law, S.C. will:

- Competently and efficiently handle prosecution of municipal citations to which a defendant has entered a plea of not guilty.
- Prosecute parking tickets.
- Exercise reasonable discretion to settle citations prior to trial in an equitable and consistent manner and as authorized by law.
- Provide prosecutor responses to defendant appeals of municipal court judgments to Brown County Circuit Court unless otherwise determined by the City Attorney.

Stellpflug Law, S.C. has the demonstrated ability to provide the requisite prosecutorial services including the ability to provide the City with sufficient hours each week to complete the work. We have done so for over 18 years.

We are willing and able to comply with all City and State rules and requirements associated with providing prosecutorial services to the City.

We are prepared and able to meet the current schedule of the De Pere – Ledgeview Joint Municipal Court which conducts trials on Wednesday evenings at 7:00 PM and on the 2nd and 4th Thursday every month at 7:00 PM. Pre-trial conferences will be conducted on a regular schedule. We proposed maintaining our current schedule of conducting pre-trial conferences on Wednesday mornings via telephone or by appointment.

We are willing to enter into a consultant service agreement that will include specific language regarding the provision of services, required insurance, indemnification, contract continuation and termination clauses, timing of invoicing and payments, and requirements for interaction with City departments and employees. Stellpflug Law, S.C. will function entirely as an independent contractor and shall not be considered an official, officer or employee of the City of De Pere.

All persons proposed to provide prosecutor services in this proposal are members in good standing with the State Bar of Wisconsin.

We propose a five (5) year contract beginning on October 1, 2014 and ending on September 30, 2019. If the City prefers a shorter contract period, we are willing to accommodate a shorter contract term.

Stellpflug Law, S.C. proposes that the City pay Stellpflug Law, S.C. for the services described in the Request on an hourly basis as follows:

Contract Period	HOURLY RATE
Year 1	\$95.00
Year 2	\$95.00
Year 3	\$100.00
Year 4	\$100.00
Year 5	\$105.00

Accordingly, billing statements for legal services will be the product of the hours worked multiplied by the hourly rate. As in our current contract with the City, we are willing to agree to a contract provision that places a maximum limit on our fees.

The above hourly rates are inclusive of the cost of all paralegal and other clerical support services, travel expenses, conferences, dues and membership to legal professional associations, and the expense of materials utilized in the provision of service. We do not bill for long distance telephone calls, word processing or secretarial services.

Consistent with past practice, we do propose to bill the City, without mark-up, for direct out-of-pocket costs such as postage, filing fees, witness fees, expert reports, jury fees, and court costs.

We will provide to the City detailed monthly billing statements that will include the following items:

- Itemize the date of services;
- Identify the attorney performing the services;
- List the time spent for each service or activity by tenths of an hour;
- Provide a detailed description of the services performed;
- State the fees for those services; and
- Itemize all out-of-pocket costs related to the services performed.

We ask that payment be made within thirty (30) days of receipt of a billing statement.

Based on our review of the Request and our own experience, we propose to provide services to the City on an hourly basis. If the City prefers to engage legal counsel on a flat fee or combination/hourly arrangement, however, we are willing to accommodate the City. If requested we could propose a monthly retainer fee for routine prosecution services, with circuit court appeals handled on an hourly basis.

5. INSURANCE

Stellpflug Law, S.C. will agree to maintain professional liability and malpractice insurance coverage through a reputable insurance company at such limits of coverage and deductible/self-insured retention as acceptable to the City. The City will be named as an additional insured under such policy for the purposes of the prosecution services provided.

Stellpflug Law, S.C. currently maintains professional liability insurance through Continental Casualty Company. The policy is a Claims Made and Reported policy with limits of

liability (inclusive of Claims Expenses) of \$5,000,000.00 for each claim and \$5,000,000.00 aggregate. The deductible (inclusive of Claims Expenses) is \$10,000.00. A copy of our Professional Liability Policy Declarations is attached as Exhibit D.

6. OTHER INFORMATION

Stellpflug Law, S.C. offers a full-range of legal services through its experienced attorneys. The other members of our firm are:

- Mark A. Bartels
- Terence J. Bouressa
- Timothy A. Hawley
- Robert J. Janssen
- Michael J. Kirschling
- Christina L. Peterson
- Patricia J. Sandoz
- C. David Stellpflug
- Daniel J. Walsh

These attorneys have a wide range of experience in all types of legal matters, including municipal law. While not directly involved in delivering prosecution services to the City, these attorneys are available to assist Attorneys Matzke, D'Angelo and Faulds if needed. We encourage a collaborative and cooperative environment that permits our attorneys to access our collective knowledge base to maximize the benefits to our clients. A biography of each of the above attorneys is available on our website at www.stellpfluglaw.com.

In addition to the City, Stellpflug Law, S.C. has represented a number of municipal governments in a variety of capacities. A list of our municipal clients is attached as Exhibit E.

7. PROPRIETARY INFORMATION

This proposal contains no proprietary information. All information submitted in response to the Request may be made available for public inspection according to public records laws of the State of Wisconsin or other applicable public record laws.

8. CONCLUSION

Stellpflug Law, S.C. has enjoyed the privilege of acting as municipal prosecutor for the City since 1996. We welcome the opportunity to continue its relationship with the City in this capacity.

We hope the City will agree that Stellpflug Law, S.C. exemplifies the qualities the City is looking for in hiring a municipal prosecutor. While there will be, no doubt, several qualified candidates, we believe it is unlikely that any other applicant can match Stellpflug Law S.C.'s proven skill, experience, judgment, depth, goodwill and value.

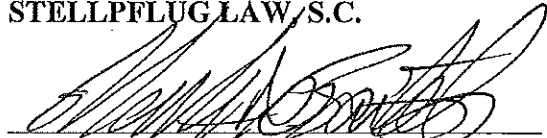
Stellpflug Law, S.C. has a proven track record of understanding how to build and maintain enduring client relationships. A successful attorney-client relationship is built upon trust, which in turn is based upon knowledge, experience, good communication, understanding and rapport. To put it simply, we are knowledgeable attorneys with whom you have worked comfortably for over 18 years and developed a bond of trust. We pledge to continue to provide the City with high-quality prosecution services in a cost-effective manner.

Thank you for the opportunity to present this proposal to the City.

Respectively submitted, this 16th day of June, 2014.

STELLPFLUG LAW, S.C.

By:



Mark A. Bartels, President of the Firm

EXHIBIT A
BIOGRAPHY OF LORA A. MATZKE

Lora A. Matzke

Associate

De Pere

ph: 920.336.5766

fx: 920.336.5769

Direct Line: 920.330.9228

Email: lmatzke@stellpfluglaw.com



Practice Areas

- Municipal Prosecution & Litigation

Professional Activities

- State Bar of Wisconsin – Member
- Brown County Bar Association – Member
- Admitted to Eastern District Federal Court, 1996
- Special Prosecutor – City of De Pere (1996 - present)

Community Involvement

- Ledgeview Redevelopment Authority
- Scholarships Incorporated
- De Pere Volleyball Booster Club – Member
- De Pere Soccer Booster Club – Member
- Notre Dame Key Club – Volunteer
- Management Women, Inc. – Past Member
- Brown County Women's Bar Association – Past Member
- Notre Dame Middle School Volleyball Coach

Education

- J. D., Marquette University Law School
- Undergraduate, University of Wisconsin-Oshkosh, with honors

Biography

- Lora joined Stellpflug Law, S.C. in July 1995 after graduating from Marquette University Law School. Her primary focus is municipal prosecution. Lora has served as Special Prosecutor for the City of De Pere since 1996. She has extensive experience in pretrial conferences, hearings, and municipal trials. Lora has successfully prosecuted trials in almost every area of municipal ordinance and traffic violations.
- Lora practices as an administrator of justice, an advocate for the City, and an officer of the court. She believes that the duty of a prosecutor is to seek justice, not merely convict. Lora works closely with the De Pere – Ledgeview Municipal Judge, City Attorney and the De Pere Police Department. Her goal is to improve the safety and quality of life for the residents of De Pere.

EXHIBIT B
BIOGRAPHY OF JOHN P. D'ANGELO

John P. D'Angelo

Shareholder

De Pere

ph: 920.336.5766

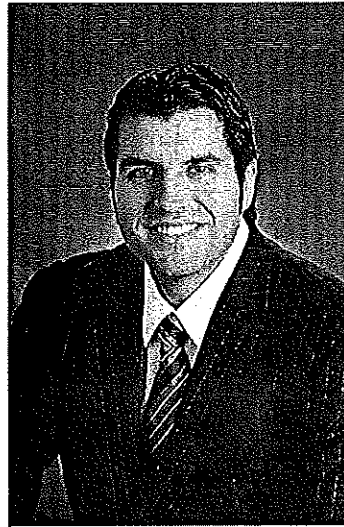
fx: 920.336.5769

Direct Line: 920.330.9217

Email: jdangelo@stellpfluglaw.com

Paralegal

Colleen Hamacher



Practice Areas

- Criminal Law
 - Misdemeanor & Felonies
 - State & Federal
- Divorce
- DNR Violations
- Landlord/Tenant Law
- Litigation & Trials
- Divorce & Family Law
 - Post Judgment
 - Pre-Marital Agreement
 - Restraining Orders
- Traffic/Drunk Driving

Professional Activities

- State Bar of Wisconsin – Member
- Brown County Bar Association - Member
- Brown County Young Lawyers Association – Past Member
- Admitted in Eastern & Western District Federal Court, 2005
- Admitted in United States Court of Appeals Seventh Circuit, 2005
- Wisconsin Association of Criminal Defense Lawyer
- Apartment Association of Northeast Wisconsin – Past Member

Community Involvement

- Leadership Green Bay – Class of 2006
- Green Bay Children's Museum – Board Member

Education

- J.D., Creighton University Law School, cum laude
- Undergraduate, Creighton University, cum laude

Published Articles/Lectures/Presentations

- Operating While Intoxicated Law Changes – LawClips November 2010

Awards/Distinctions

- 2010 & 2011 Named a "Wisconsin Rising Star" by his peers and through the independent research of Law and Politics, publisher of Super Lawyers Magazine

Biography

- John joined Stellpflug Law, S.C. in October of 2004 after graduating with honors from Creighton University School of Law. He moved to the Green Bay area with his wife and began a legal career with at Stellpflug Law, S.C. John's focus is in the Criminal Defense and Family Law practice areas. Since 2004 he has successfully defended clients in all aspects of criminal law, from simple traffic violations to Operating While Intoxicated. John also has achieved reaching "not guilty" verdicts in multiple jury trials dealing with complex criminal misdemeanor and felony crimes. In the summer of 2010, John had the unique opportunity to argue before the Federal 7th Circuit Court of Appeals defending his client against allegations of tax fraud.
- John has been successful providing guidance to his clients during their time of need in Family Law issues. He provides legal services for divorces as well as defending restraining orders. During the most trying times in a persons' life, John strives to make each client feel important and provide a level of personal service that will comfort them through this difficult period.
- It is John's personal goal to provide his clients with quality representation with a personal level of service no matter what type of legal issue. From a simple traffic to complex criminal and family law litigation, all of his clients receive the same level of service throughout the representation.

Representative Clients

- Persons accused of criminal allegations, both state and federal
- Persons accused of a crime, misdemeanor or felony
- Persons seeking or defending against restraining orders
- Persons dealing with divorce, post judgment or placement issues
- Landlord contracts, evictions, money judgments
- Persons cited for traffic violations or OWI
- Persons cited for DNR violations in need of defense

EXHIBIT C
BIOGRAPHY OF JOSEPH W. FAULDS

Joseph W. Faulds

Associate

De Pere

ph: 920.336.5766

fx: 920.336.5769

Direct Line: 920.330.9229

Email: JFaulds@stellpfluglaw.com

Assistant: Cindy Summers



Practice Areas

- Litigation & Trials
- Criminal & Traffic
- Personal Injury
- Business & Corporate
- Landlord Tenant
- Insurance Law

Professional Activities

- State Bar of Wisconsin – Member
- Brown County Bar Association - Member
- Brown County Young Lawyers Association - Member

Community Involvement

- Business Network Inc.
- Green Bay Young Professionals

Education

- J.D. Marquette University Law School
- Marquette University Moot Court Member
- Undergraduate, Ripon College, magna cum laude

Legal Experience

- Wisconsin Supreme Court – Judicial Intern to Honorable Chief Justice Shirley Abrahamson - 2011
- Milwaukee City Attorney's Office – Civil Litigation Division Intern - 2012
- Milwaukee County Circuit Court Civil Division – Judicial Intern to the Honorable Judge Timothy Witkowiak - 2013

Other

- City of De Pere Parks & Recreation Department – 2012
- Ripon College Varsity Football – earned first all-conference in the Midwest Conference

EXHIBIT D
PROFESSIONAL LIABILITY POLICY DECLARATIONS



LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

Agency:
747953

Branch:
912

Policy Number:
287262909

Insurance is provided by Continental Casualty Company,
333 S. Wabash Ave, Chicago IL 60604
A Stock Insurance Company.

1. NAMED INSURED AND ADDRESS:

Stellpflug Law, SC
444 Reid Street, Suite 200
P.O. Box 5637
De Pere, WI 54115

NOTICE TO POLICYHOLDERS:

This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. POLICY PERIOD:

Inception: 07/01/2013

Expiration: 07/01/2014

at 12:01 A.M. Standard Time at the address shown above

3. LIMITS OF LIABILITY:

Inclusive of Claims Expenses

Each Claim: \$5,000,000

Aggregate: \$5,000,000

Death or Disability and Non-Practicing
Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000

Aggregate: \$2,000,000

4. DEDUCTIBLES:

Inclusive of Claims Expenses

Aggregate: \$10,000

5. POLICY PREMIUM:

Annual Premium:

Total Amount:

Includes CNA Risk Control Credit of

Includes Net Protect Premium; see coverage endorsement if applicable.

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A (Ed. 12/2011), G-118012-A (Ed. 03/1999), G-118014-A (Ed. 12/2011), G-118016-A (Ed. 12/2011), G-118024-A (Ed. 04/2008), G-118039-A48 (Ed. 05/2008), G-118063-A48 (Ed. 05/2008), G-145184-A (Ed. 06/2003)

7. WHO TO CONTACT:

To report a claim:
CNA Specialty Claim
P.O. Box 8317 Chicago, IL 60680-8317
Email: LPLNewClaims@cna.com
Fax: 866-419-6308 / Online: www.cna.com/claims
Lawyers Claim Reporting Questions: 800-540-0762

Authorized Representative

06/19/2013

Date

EXHIBIT E
LIST OF MUNICIPAL CLIENTS

EXHIBIT E
LIST OF MUNICIPAL CLIENTS

City of De Pere
Ms. Judy Schmidt-Lehman
335 S. Broadway
De Pere, WI 54115

Town of Ledgeview
Ms. Sarah K. Burdette, Town Clerk/Administrator
3700 Dickinson Road
De Pere, WI 54115
Phone: (920) 336-3360, Ext. 108

Village of Suamico
Mr. Corey Kimps
1281 Velp Avenue
Suamico, WI 54313
Phone: (920) 593-2646

Town of Menominee
Mr. Ron Corn
P.O. Box 279
Keshena, WI 54135
Phone: (715) 799-3012

County of Menominee
Mr. Ron Corn
P.O. Box 279
Keshena, WI 54135
Phone: (715) 799-3012

Town of Mountain
Ms. Lynn Kauzlaric, Clerk/Treasurer
13503 Weller Road
P.O. Box 95
Mountain, WI 54149
Phone: (715) 276-6474

Town of Lakewood
Ms. Joanne Roy, Chairperson
P.O. Box 83
Lakewood, WI 54138
Phone: (715) 276-6224

Town of Goodman
Mr. William Stankevich
W16212 South Shore Drive
P.O. Box 388
Goodman, WI 54125
Phone: (715) 336-2806

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 16, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-100, Authorizing Agreement for Consulting Services Between the City of De Pere and Mach IV Engineering & Surveying, LLC (Lawrence Drive Right-of-Way Legal Descriptions and Right-of-Way Plat).

The Board of Public Works at the September 8, 2014 meeting approved the staff recommendation to accept the quote from Mach IV for Lawrence Drive Right-of-Way Acquisition for Legal Descriptions estimated at \$3,329.95

In July of this year, the Board of Public Works and Council approved the project approach for installing sidewalk on Lawrence Drive. The proposed timeline for this project is as follows:

- (1) The City negotiates acquisition of required right-of-way in 2014.
- (2) Property owners are given the opportunity to construct sidewalk with a licensed contractor through May 31, 2015.
- (3) Sidewalks not installed by property owners by May 31, 2015 will be included in a City bid project in 2015. The cost for sidewalk will be assessed against benefitting properties.

Staff has received quotes for the following professional services:

- (1) Complete research and any required field work to verify the location of the existing right of way and property lines.
- (2) Create legal descriptions, area calculations, and exhibits for the right of way acquisition.
- (3) Meet with the City to review the descriptions, calculations, and exhibits.
- (4) Provide monumentation for the new right of way after the area has been acquired.

The total cost for this work is as follows:

Sanitary Sewer Easement Descriptions	Estimate
Mach IV Engineering & Surveying	\$3,329.95
Mau & Associates	\$5,950.00
Robert E. Lee & Associates	\$9,100.00

Funds for this work and the associated right of way acquisition have been budged in TID #6 and

#8.

ATTACHMENTS:

- Reso14-100 (DOCX)
- Mach IV (Lawrence ROW legals) 9-14-167-001-14 (DOCX)
- Exhibit A - Mach IV (PDF)
- Exhibit B - Mach IV (PDF)

RESOLUTION #14-100

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND MACH IV ENGINEERING & SURVEYING, LLC
(Lawrence Drive Right-of-Way Legal Descriptions and Right-of-Way Plat)

WHEREAS, the City is in need of right-of-way legal description and right-of-way plat services for right-of-way acquisition for the Lawrence Drive sidewalk installation project; and

WHEREAS, Mach IV Engineering & Surveying, LLC has available and offers to provide personnel and equipment necessary to accomplish those services within the required time.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Mach IV Engineering & Surveying, LLC (Lawrence Drive Right-of-Way Legal Descriptions and Right-of-Way Plat) as is attached hereto, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of September, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-100 (2608 : Resolution #14-100, Authorizing Agreement with Mach IV Engineering & Surveying)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND MACH IV ENGINEERING & SURVEYING, LLC
(Lawrence Right-of-Way Legal Descriptions and Right-of-Way Plat)**

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of De Pere, Wisconsin, ("City"), and Mach IV Engineering & Surveying, LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of right-of-way legal description and right-of-way plat services for right-of-way acquisition for the Lawrence Drive sidewalk installation project; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated August 21, 2014 (Exhibit A) and Consultants Proposal thereto dated August 28, 2014 (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 in 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 and the schedule for commencing and completing the work. The basis for compensation for such work shall be as provided in Exhibit B.

III. SCOPE OF CITY SERVICES

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

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.

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 and that Consultant's work hereunder should be completed as per schedule shown in 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, an amount not to exceed \$3,329.95 as identified in Exhibit B. Payment to Consultant is due upon receipt of invoice by the City. Invoices shall include a breakdown of charges and shall not be submitted more frequent

than monthly. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, 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 consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance 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 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, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

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.

XIX. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:

Mach IV Engineering & Surveying, LLC
Attention: Joel Ehrfurth, PE
211 N Broadway, Suite 114
Green Bay, WI 54303

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

**MACH IV ENGINEERING &
SURVEYING, LLC**

By:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2014\Mach IV (Lawrence ROW legals) 9-14-167-001-14.docx



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8304
Cell: 920-639-1000

Eric P. Rakers, P.E.
City Engineer
erakers@mail.de-pere.org
www.de-pere.org

August 21, 2014

Mr. Joel Ehrfurth
Mach IV Engineering & Surveying LLC
jehrfurth@mach-iv.com

RE: Request for Proposals
Lawrence Drive Right of Way Acquisition Legal Descriptions
City of De Pere

Dear Mr. Ehrfurth:

The City of De Pere is requesting a proposal from your firm to complete legal descriptions for right of way acquisition on Lawrence Drive for the City of De Pere. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-8304.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric P. Rakers, P.E.
City Engineer

EPR/pjd
Enclosures

cc: Scott Thoresen, Director of Public Works

Request for Proposals For Lawrence Drive Right of Way Acquisition Legal Descriptions

The City of De Pere would like to invite your firm to submit a proposal for the creation of legal descriptions associated with the City's right of way acquisition along Lawrence Drive. This work will include field monumentation after the right of way is acquired.

GENERAL INFORMATION:

The City of De Pere is proposing to construct sidewalk along Lawrence Drive from the Southwest Park to Scheuring Road. In order to construct the sidewalk, the right of way acquisition is required from thirteen different parcels.

Your proposal must be submitted to our office by August 28, 2014 at 1pm. Electronic submittals are acceptable.

SCOPE OF WORK TO BE PERFORMED:

The scope of work includes:

1. Complete research and any required field work to verify the location of the existing right of way and property lines.
2. Create legal descriptions, area calculations, and exhibits for the right of way acquisition.
3. Meet with the City to review the descriptions, calculations, and exhibits.
4. Provide monumentation for the new right of way after the area has been acquired.

SCHEDULING:

The proposals are to be reviewed at 1 pm on August 28, 2014.

The City will approve services for the work at the Board of Public Works on September 9, 2014 and the Common Council on September 16, 2014.

Complete the research and office work after the agreements have been signed. Descriptions, exhibits and area calculations are to be completed by mid-October for use in appraising the value of the property.

Complete field monumentation prior to May 31st, 2015. This work cannot progress until after the right of way is acquired.

INSURANCE:

Your company shall keep and maintain general liability insurance covering claims for damages arising 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 subconsultants in prosecuting the work.

FEE:

The proposed fee schedule shall be submitted.

A company fee schedule shall be attached for additional services offered.

DELIVERY:

The selected firm will provide the following to the City:

- 1) Descriptions for property to be acquired in MS Word.
- 2) Area to be acquired in MS Word
- 3) Exhibits in Adobe and AutoCAD Civil 3D format.
- 4) Overall drawing showing the new right of way for inclusion in City CAD drawings.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each project.

ITEMS TO BE PROVIDED BY THE CITY:

The following items will be provided by the City:

- 1) Notification letter to Residents.
- 2) Existing right of way and parcel lines based on Brown County data in AutoCAD Civil 3D.
- 3) Meetings with residents. The consultant is not required to attend.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item	Unit	Quantity	Unit Price	Total
Research, Field Work, Descriptions, Monumentation for Right of Way Acquisition	EACH	13	\$ _____	\$ _____

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014,
by and between the City of De Pere, Wisconsin, ("City"), and _____
_____, ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description)
_____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) City Request for Proposals (Exhibit A) and
Consultants Proposal thereto dated ____ (date) (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.

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. City shall issue a notice to proceed to Consultant and Consultant shall commence work immediately after notice and proceed with all deliberate speed. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

VIII. COMPENSATION

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

Charges for reimbursable costs determined in writing between the parties.

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, 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 consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance 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 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 other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 professional, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

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:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2014\Consultant Agreement Template 2-4-14.docx

**EXHIBIT A
RESOLUTION #**

PARCEL NO.	TPN (TAX PARCEL NO.)	OWNERSHIP	INTEREST REQUIRED	TOTAL AREA ACRES
1	WD-L439-3	DOUGLAS L THOMPSON & MARCIA M LA LUZERNE		
2	WD-L437-12	ROBERT J TERHAR		
3	WD-L437-1	JERRY J & SHERI A GERONDALE		
4	WD-L436-1	DAVID N COLLINS		
5	WD-L183-3	KURT & MICHELLE CICHY		
6	WD-L183-4	BEST BUILT INC		
7	WD-L281-1	PAUL & SUSAN BOUGIE		
8	WD-D0042	JAMES J VANDENBOOGARD		
9	WD-L281-3	SAINT MARK EVANGELICAL LUTHERAN CHURCH		
10	WD-L281-3-3	JAMES NEUMAN		
11	WD-L281-3-2	RUTHANNE E DAHLKE & JOSHUA J PETERSON		
12	WD-D0034	HUMANA INSURANCE COMPANY		
13	WD-364-D-502-3	HUMANA INSURANCE COMPANY		

Attachment: Exhibit A - Mach IV (2608 : Resolution #14-100, Authorizing Agreement with Mach IV Engineering & Surveying)



CITY OF DE PERE

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

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

NAME:
SIDEWALK CONSTRUCTION
PROJECT # 103

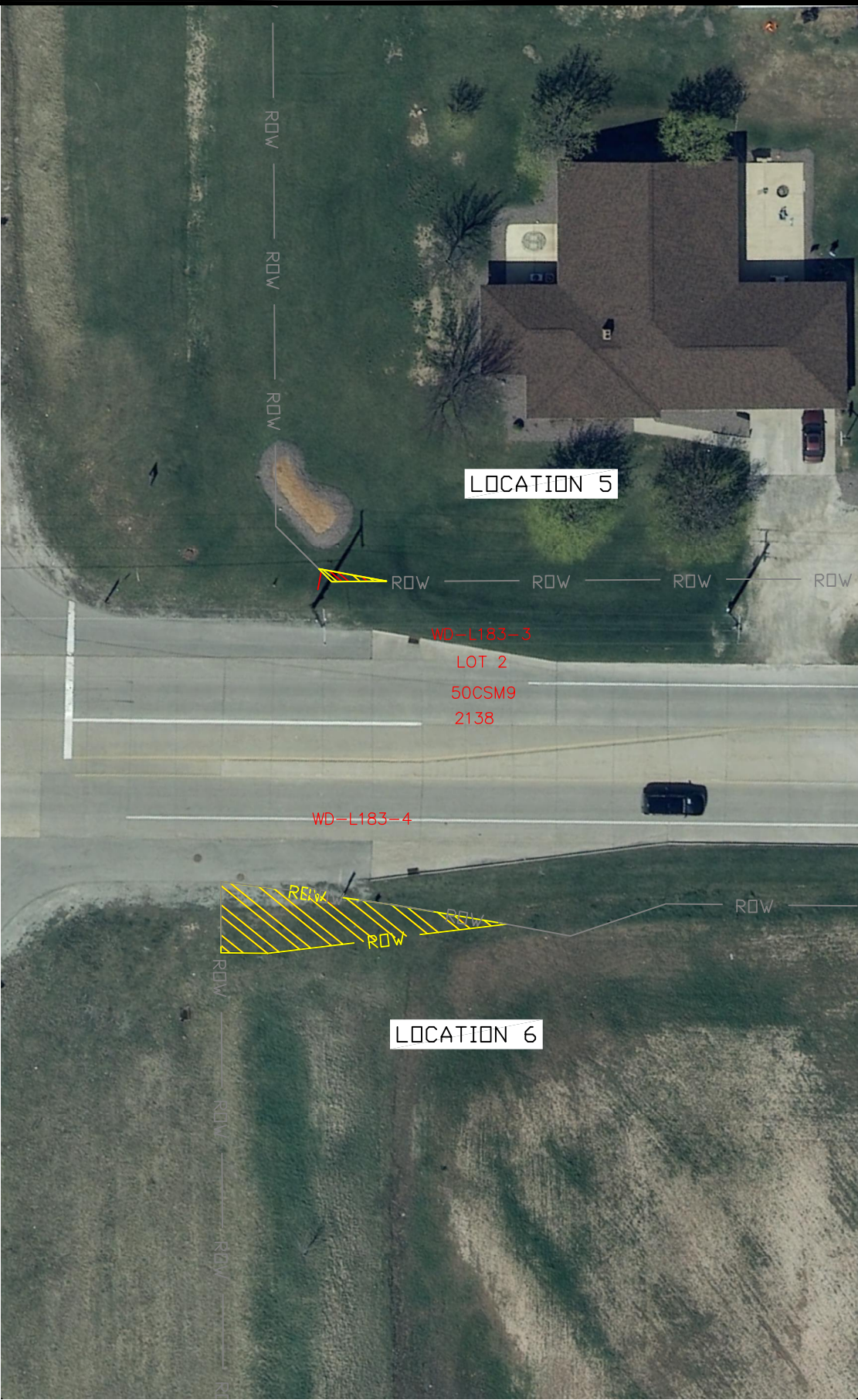
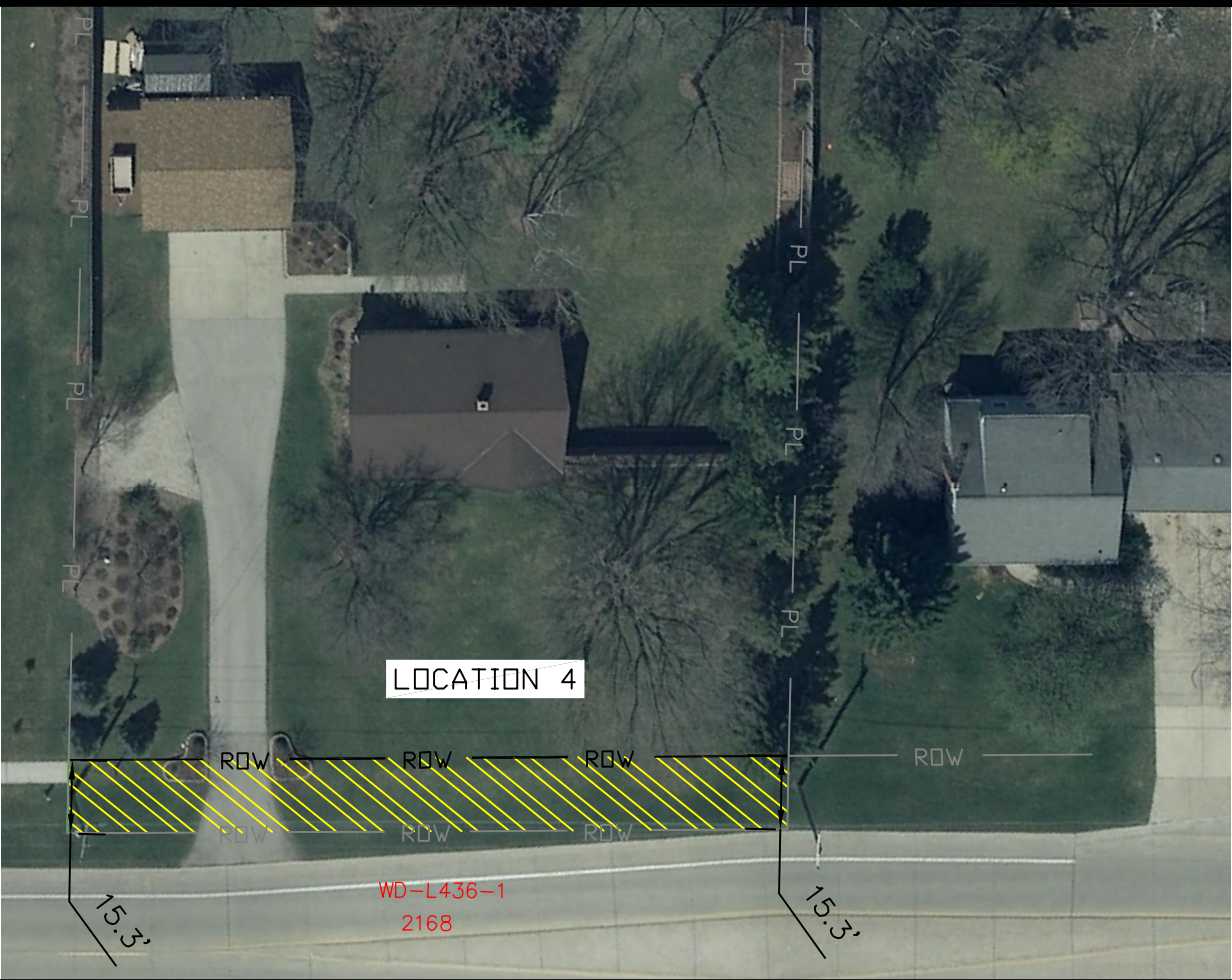
	BY	DATE
SURVEYED	TWS	10-2010
DRAWN	TWS - BK	11-2012
DESIGNED	TWS - BK	11-2010
CHECKED	EPR	

REVISIONS / ISSUES				
NO.	DATE	BY	REMARKS	

PAGE NO.
01



 CITY OF DE PERE ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	LAWRENCE DRIVE RIGHT OF WAY ACQUISITION	NAME: SIDEWALK CONSTRUCTION				REVISIONS / ISSUES				PAGE NO. 02
		PROJECT # 103	SURVEYED TWS	DATE 10-2010	NO.	DATE	BY	REMARKS		
			DRAWN TWS - BK	DATE 11-2012						
			DESIGNED TWS - BK	DATE 11-2010						
			CHECKED EPR							



CITY OF DE PERE

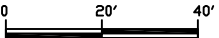
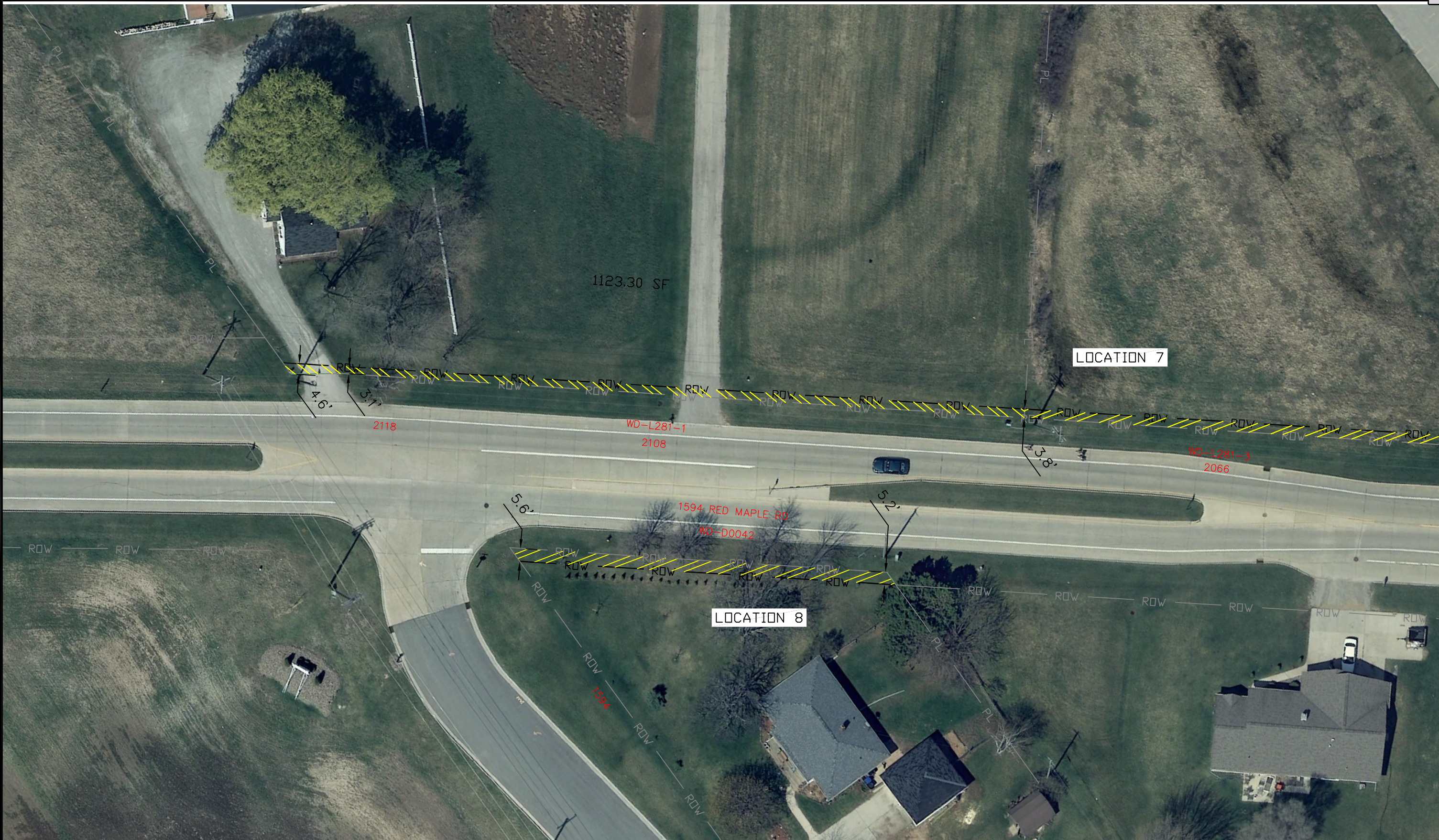
ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

NAME:
SIDEWALK CONSTRUCTION
PROJECT # 103

	BY	DATE	REVISIONS / ISSUES			
			NO.	DATE	BY	REMARKS
SURVEYED	TWS	10-2010				
DRAWN	TWS - BK	11-2012				
DESIGNED	TWS - BK	11-2010				
CHECKED	EPR					

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NO.
03



CITY OF DE PERE

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

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

NAME:
SIDEWALK CONSTRUCTION
PROJECT # 103

BY	DATE
TWS	10-2010
TWS - BK	11-2012
EPR	11-2010

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

PAGE
NO.
04



CITY OF DE PERE

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

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

NAME: SIDEWALK CONSTRUCTION
PROJECT # 103

	BY	DATE
SURVEYED	TWS	10-2010
DRAWN	TWS - BK	11-2012
DESIGNED	TWS - BK	11-2010
CHECKED	EPR	

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

PAGE
NO.
05



CITY OF DE PERE

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

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

NAME: SIDEWALK CONSTRUCTION	BY	DATE	REVISIONS / ISSUES				PAGE NO.
			NO.	DATE	BY	REMARKS	
PROJECT # 103	SURVEYED	TWS	10-2010				06
	DRAWN	TWS - BK	11-2012				
	DESIGNED	TWS - BK	11-2010				
	CHECKED	EPR					



CITY OF DE PERE

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

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

NAME:
SIDEWALK CONSTRUCTION
PROJECT # 103

BY	DATE
TWS	10-2010
TWS - BK	11-2012
TWS - BK	11-2010
EPR	

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

Mach IV

Engineering & Surveying LLC

August 28, 2014

Mr. Eric Rakers, PE
City of DePere
925 South Sixth Street
DePere, WI 54115-1199

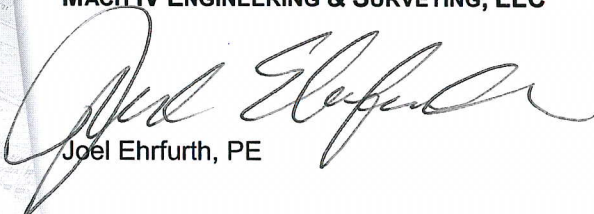
Re: Proposal for Lawrence Drive Right of Way Acquisition Legal Descriptions
City of DePere

Dear Mr. Rakers,

In response to your invitation to bid, attached is our proposal for Lawrence Drive Right of Way Acquisition Legal Descriptions. In addition to the Proposed Fee Schedule, we have enclosed our Rates for Professional Services as well as a summary of services offered by Mach IV Engineering & Surveying. The summary of services include Civil Engineering, Land Surveying, and Environmental Services.

Thank you for the opportunity to provide this proposal. Please do not hesitate to contact me if you have any questions or require any additional information.

Sincerely,
MACH IV ENGINEERING & SURVEYING, LLC



Joel Ehrfurth, PE

Attachment: Exhibit B - Mach IV (2608 : Resolution #14-100, Authorizing Agreement with Mach IV Engineering & Surveying)

Proposed Fee Schedule

Company Name: MACH IV ENGINEERING & SURVEYING LLC

Company Address: 211 N. BROADWAY SUITE 114

Company Address: GREEN BAY, WI 54303

Company Representative: JOEL EHRFURTH, PE

Signature: 

Item	Unit	Quantity	Unit Price	Total
Research, Field Work, Descriptions, Monumentation for Right of Way Acquisition	EACH	13	\$ <u>256.15</u>	\$ <u>3,329.95</u> ¹

(1) TOTAL AND UNIT PRICES ARE BASED ON AND CONTINGENT ON MACH IV PROVIDING LEGAL DESCRIPTIONS OF ALL 13 PROPERTIES. PER 08.26.2014 EMAIL, SCOPE OF SERVICES INCLUDES A RIGHT-OF-WAY PLAT. R-O-W PLAT WILL BE PER CHAPTER 84.095 OF WISCONSIN STATUTES.

Attachment: Exhibit B - Mach IV (2608 : Resolution #14-100, Authorizing Agreement with Mach IV Engineering & Surveying)

Mach IV

Engineering & Surveying LLC

Mach IV Engineering & Surveying LLC 2014 Hourly Rates for Professional Services

Office Services

Professional Engineer, Principal.....	\$150/hour
Professional Engineer.....	\$115/hour
Staff Engineer.....	\$95/hour
Environmental Scientist.....	\$100/hour
Registered Land Surveyor.....	\$95/hour
Staff Land Surveyor.....	\$80/hour
Engineering/Environmental Technician I.....	\$60/hour
Engineering/Environmental Technician II.....	\$70/hour
Engineering/Environmental Technician III.....	\$80/hour
Senior G.I.S. Specialist.....	\$115/hour
G.I.S. Technician.....	\$90/hour

Field Services

1-Man Survey Crew.....	\$110/hour
2-Man Survey Crew.....	\$150/hour

Mileage..... \$0.65/mile

Subcontracted Services, Fees and Expenses..... Actual Cost

Mach IV

Engineering & Surveying LLC

CIVIL ENGINEERING SERVICES

- Construction Inspection Services
- Erosion Control Plans
- Feasibility Studies
- Flood Plain Analysis
- Residential Subdivision Engineering
- Commercial Site Engineering
- Land Use Planning
- Earthwork Operation Analysis
- Natural Resource Management
- Environmental Permitting
- Stormwater Management Plans
- Utility Design
- Retention Pond Design

LAND SURVEYING SERVICES

- Boundary Surveys
- ALTA Surveys
- Subdivision Plat
- Certified Survey Maps
- Condominium Plats
- Construction Surveying and Staking
- Legal Descriptions
- Topographic Surveys
- Site Surveys
- As-built Surveys
- Wetland Delineation Mapping
- Land Use Planning
- Area Development Plans
- Elevation Certificates
- Easement Surveys

ENVIRONMENTAL SERVICES

- Environmental Site Assessment Transaction Screen
- Phase I/Phase II Environmental Site Assessment
- Site Investigation/Remediation
- Remedial Action Plan Development
- Remedial Project Management
- Asbestos Inspection
- Wetlands
 - Wetland Delineation
 - Alternatives Analysis and Mitigation/Restoration Planning
 - Artificial Wetlands

- Regulatory Permitting
 - NPDES/WPDES
 - Storm Water
 - Industrial Facilities
 - Construction Sites
 - Municipalities
 - Animal Waste Permits
 - General Discharge Permits
 - Pretreatment Permits
 - Facilities Planning
 - Toxic Pollutant Protection
 - Wastewater Volume/Stream Flow
 - Public Health Impacts
- Water Quality Factor
- Storm Water Pollution Prevention Plan (SWPPP)
- Laboratory Support Services
- Industrial Monitoring
- Toxic Substances Monitoring
 - Bio-monitoring
 - Compliance Monitoring
 - Storm Water Discharge Monitoring
 - Emergency Release Notification
 - Hazardous Chemical Reporting
- Nonmetallic Mining Services
 - Conditional/Special Use Permitting
 - Reclamation Planning
 - Air Permits/Reporting
 - Storm/Waste Water Planning & Permitting
 - Wetland Delineation & Restoration
 - Chapter 30 Permitting
- Air Management Services
 - New source and construction permits
 - Air emission inventories and annual reports
 - Ambient air quality monitoring

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 16, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-101, Authorizing Agreement for Consulting Services Between the City of De Pere and Appraisers Inc. of Green Bay (Lawrence Drive Acquisition Appraisal Services).

The Board of Public Works at the September 8, 2014 meeting approved the staff recommendation to accept the quote from Appraisers Inc. of Green Bay for Lawrence Drive Right-of-Way Acquisition Appraisal Services estimated at \$7,150.00.

In July of this year, the Board of Public Works and Council approved the project approach for installing sidewalk on Lawrence Drive. The proposed timeline for this project is as follows:

- (1) The City negotiates acquisition of required right-of-way in 2014.
- (2) Property owners are given the opportunity to construct sidewalk with a licensed contractor through May 31, 2015.
- (3) Sidewalks not installed by property owners by May 31, 2015 will be included in a City bid project in 2015. The cost for sidewalk will be assessed against benefitting properties.

Staff has received quotes for the following professional services:

- (1) Providing full narrative appraisals for acquisition of right of way from thirteen parcels along Lawrence Drive.
- (2) Meet with the City to review the appraisals.

The total cost for this work is as follows:

Sanitary Sewer Easement Descriptions	Estimate
Appraisers Inc of Green Bay	\$7,150.00
Vogels Buckman Appraisal Group	\$9,750.00
Steiro Appraisal Services	\$14,950.00

Funds for this work and the associated right of way acquisition have been budged in TID #6 and #8.

ATTACHMENTS:

- Reso14-101 (DOCX)

- Appraisers Inc (Lawrence ROW appraisals) 9-14-167-001-14 (DOCX)
- Exhibit A - Appraisers(PDF)
- Exhibit B - Appraisers(PDF)

RESOLUTION #14-101

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND APPRAISERS INC. OF GREEN BAY, WISCONSIN
(Lawrence Drive Acquisition Appraisal Services)

WHEREAS, the City is in need of acquisition appraisal services for the Lawrence Drive sidewalk installation project; and

WHEREAS, Appraisers Inc. of Green Bay, Wisconsin has available and offers to provide personnel and expertise necessary to accomplish those services within the required time.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Appraisers Inc. of Green Bay, Wisconsin (Lawrence Drive Acquisition Appraisal Services) as is attached hereto, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of September, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND APPRAISERS INC. OF GREEN BAY, WISCONSIN
(Lawrence Drive Acquisition Appraisal Services)**

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of De Pere, Wisconsin, ("City"), and Appraisers Inc. of Green Bay, Wisconsin, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of acquisition appraisal services for the Lawrence Drive sidewalk installation project; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated August 21, 2014 (Exhibit A) and Consultants Proposal thereto (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 in 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 and the schedule for commencing and completing the work. The basis for compensation for such work shall be as provided in Exhibit B.

III. SCOPE OF CITY SERVICES

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

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.

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 and that Consultant's work hereunder should be completed as per schedule shown in 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, an amount not to exceed \$7,150 as identified in Exhibit B. Payment to Consultant is due upon receipt of invoice by the City. Invoices shall include a breakdown of charges and shall not be submitted more frequent

than monthly. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, 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 consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance 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 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, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

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.

XIX. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:

Appraisers Inc. of Green Bay, Wisconsin
Attention: David Swette
801 E Walnut Street, Suite 1
Green Bay, WI 54301

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

**APPRAISERS INC. OF GREEN BAY,
WISCONSIN**

By: _____

Print Name: _____
Title: _____

Print Name: _____
Title: _____

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2014\Appraisers Inc (Lawrence ROW appraisals) 9-14-167-001-14.docx



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8304
pere.org
Fax: 920-339-4071

Eric P. Rakers, P.E.
City Engineer
erakers@mail.de-

www.de-pere.org

August 21, 2014

Mr. David Swette
Appraisers Inc. of Green Bay
801 E. Walnut Street
Green Bay, Wisconsin 54301
appraisersinc@new.rr.com

RE: Request for Proposals
Lawrence Drive Right of Way Acquisition Appraisal Services
City of De Pere

Dear Mr Swette:

The City of De Pere is requesting a proposal from your firm to provide appraisal services for the acquisition of right of way for the construction of sidewalk along Lawrence Drive, between Southwest Park and Scheuring Road. There are thirteen different parcels where right of way is required.

If you have any questions, please call me at (920) 339-8304.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric P. Rakers, P.E.
City Engineer

EPR/pjd

C: Scott Thoresen, Director of Public Works

Request for Proposals For Lawrence Drive Right of Way Acquisition Appraisal Services

The City of De Pere would like to invite your firm to submit a proposal for appraisal services for right of way acquisition along Lawrence Drive.

GENERAL INFORMATION:

The City of De Pere is proposing to construct sidewalk along Lawrence Drive from the Southwest Park to Scheuring Road. In order to construct the sidewalk, the right of way acquisition is required from thirteen different parcels.

Your proposal must be submitted to our office by August 28, 2014 at 1pm. Electronic submittals are acceptable.

SCOPE OF WORK TO BE PERFORMED:

The scope of work includes:

1. Providing full narrative appraisals for acquisition of right of way from thirteen parcels along Lawrence Drive (see attached information).
2. Meet with the City to review the appraisals.

The scope of work shall be completed to conform to the requirements of Wisconsin Statute §32.05(a) and (b).

SCHEDULING:

The proposals are to be reviewed at 1 pm on August 28, 2014.

The City will approve services for the work at the Board of Public Works on September 9, 2014 and the Common Council on September 16, 2014.

The City will be working on the right of way descriptions and area to be acquired in late September and early October. The area of acquisition by parcel is anticipated to be ready by mid-October.

The City will provide a map with the right of way acquisition in October.

Appraisals for the property are to be completed by November 15, 2014.

INSURANCE:

Your company shall keep and maintain general liability insurance covering claims for damages arising 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.

FEE:

The proposed fee schedule shall be submitted.

DELIVERY:

The selected firm will:

- 1). Contact the property owner to schedule a time for the site visit;
- 2) Confer with the property owner if reasonably possible;
- 3). Present the City appraisals for the properties.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges.

ITEMS TO BE PROVIDED BY THE CITY:

The following items will be provided by the City:

- 1) Legal descriptions and the amount of area to be acquired.
- 2) Advance notifications of Appraiser contact to the property owners.
- 3) Negotiations with the property owners.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item	Unit	Quantity	Unit Price	Total
Appraisal for Partial Parcel Acquisition	EACH	13	\$ _____	\$ _____

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014,
by and between the City of De Pere, Wisconsin, ("City"), and _____
_____, ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description)
_____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) City Request for Proposals (Exhibit A) and
Consultants Proposal thereto dated ____ (date) (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.

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. City shall issue a notice to proceed to Consultant and Consultant shall commence work immediately after notice and proceed with all deliberate speed. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

VIII. COMPENSATION

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

Charges for reimbursable costs determined in writing between the parties.

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, 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 consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance 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 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 other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 professional, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

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:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2014\Consultant Agreement Template 2-4-14.docx

**EXHIBIT A
RESOLUTION #**

PARCEL NO.	TPN (TAX PARCEL NO.)	OWNERSHIP	INTEREST REQUIRED	TOTAL AREA ACRES
1	WD-L439-3	DOUGLAS L THOMPSON & MARCIA M LA LUZERNE		
2	WD-L437-12	ROBERT J TERHAR		
3	WD-L437-1	JERRY J & SHERI A GERONDALE		
4	WD-L436-1	DAVID N COLLINS		
5	WD-L183-3	KURT & MICHELLE CICHY		
6	WD-L183-4	BEST BUILT INC		
7	WD-L281-1	PAUL & SUSAN BOUGIE		
8	WD-D0042	JAMES J VANDENBOOGARD		
9	WD-L281-3	SAINT MARK EVANGELICAL LUTHERAN CHURCH		
10	WD-L281-3-3	JAMES NEUMAN		
11	WD-L281-3-2	RUTHANNE E DAHLKE & JOSHUA J PETERSON		
12	WD-D0034	HUMANA INSURANCE COMPANY		
13	WD-364-D-502-3	HUMANA INSURANCE COMPANY		



CITY OF DE PERE

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

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

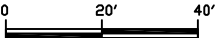
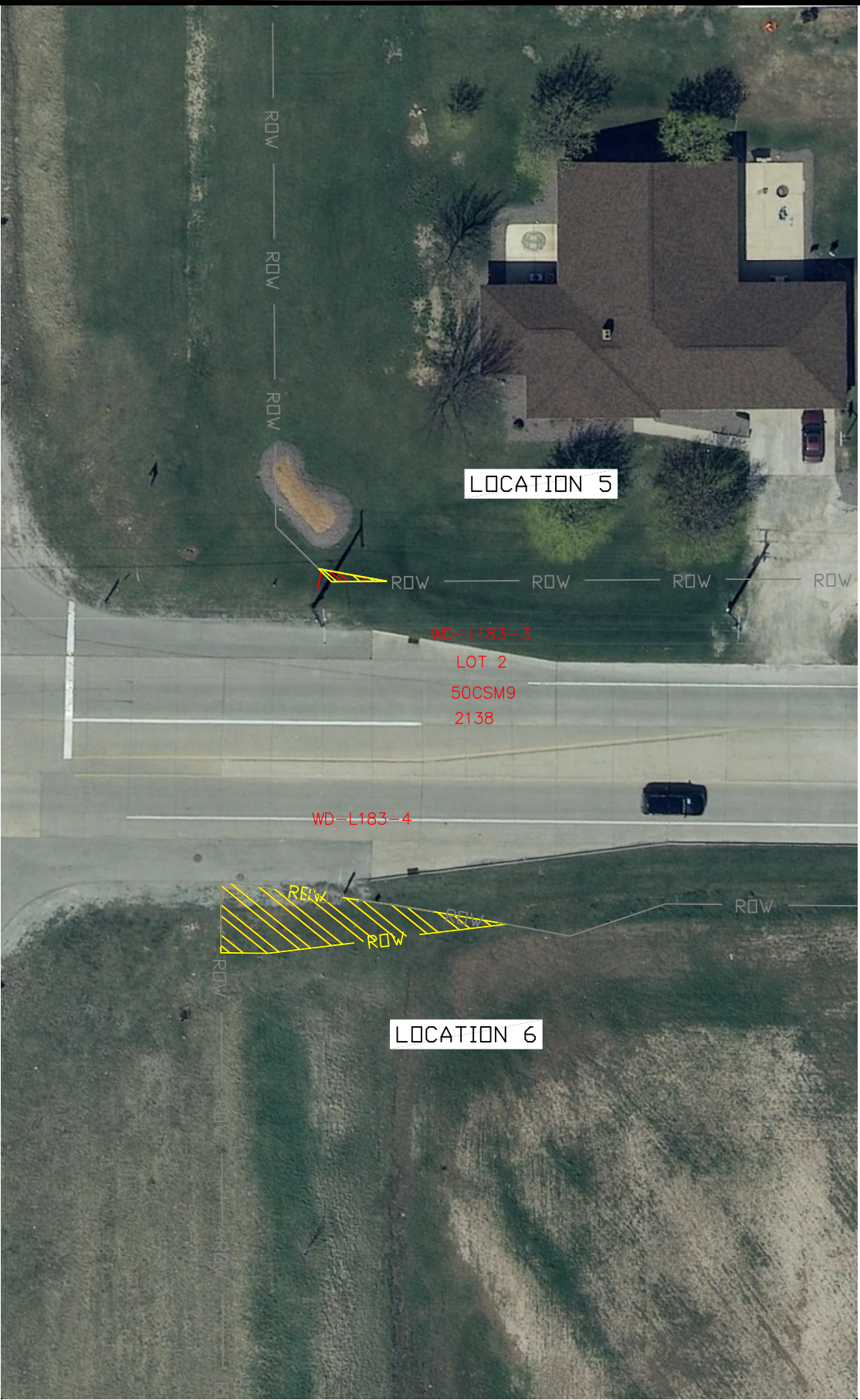
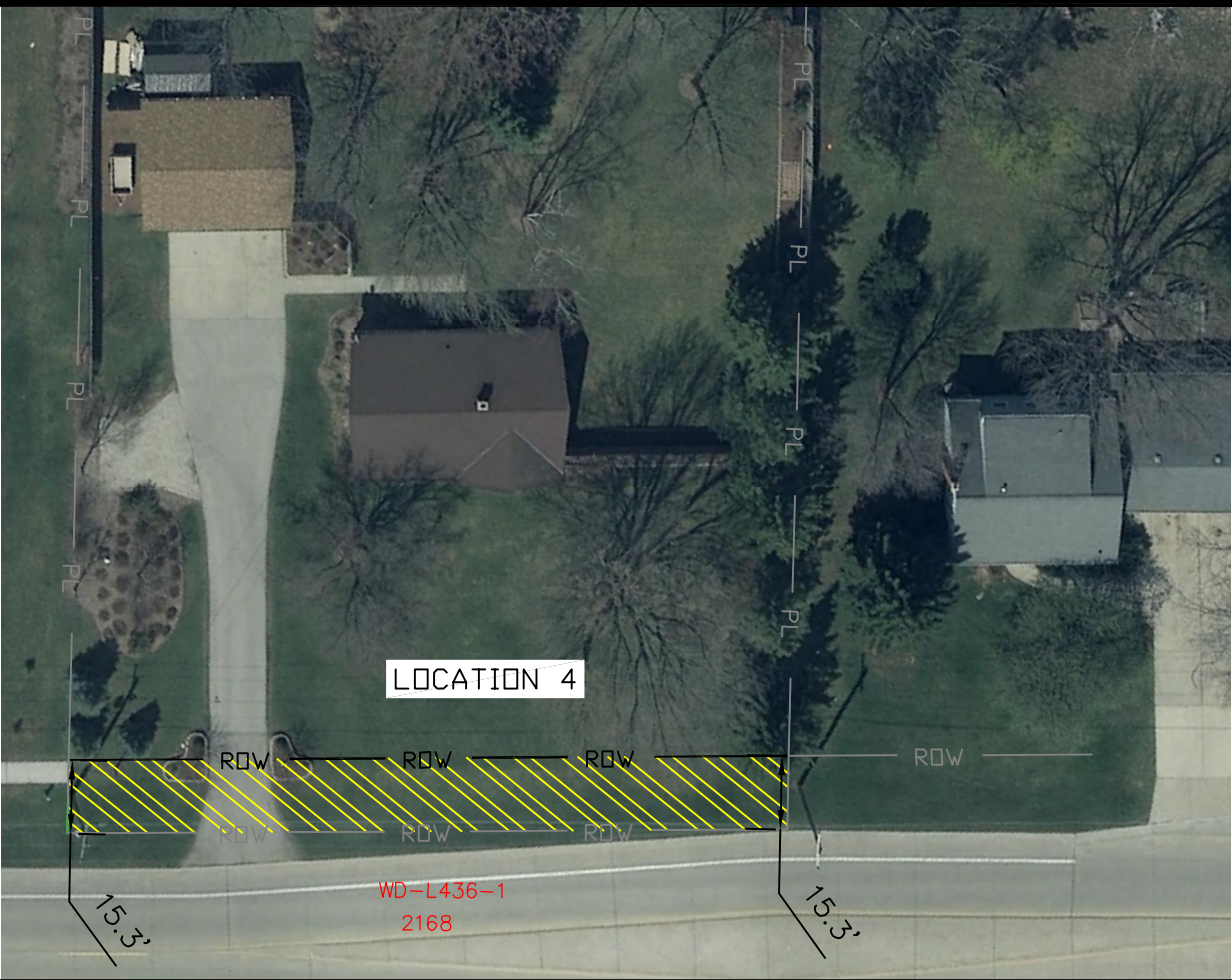
NAME:
SIDEWALK CONSTRUCTION
PROJECT # 103

	BY	DATE
SURVEYED	TWS	10-2010
DRAWN	TWS - BK	11-2012
DESIGNED	TWS - BK	11-2010
CHECKED	EPR	

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

PAGE NO.
01





CITY OF DE PERE

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

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

NAME:
SIDEWALK CONSTRUCTION
PROJECT # 103

	BY	DATE
SURVEYED	TWS	10-2010
DRAWN	TWS - BK	11-2012
DESIGNED	TWS - BK	11-2010
CHECKED	EPR	

REVISIONS / ISSUES				PAGE NO.
NO.	DATE	BY	REMARKS	
				03



CITY OF DE PERE

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

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

NAME:
SIDEWALK CONSTRUCTION
PROJECT # 103

	BY	DATE	REVISIONS / ISSUES			
			NO.	DATE	BY	REMARKS
SURVEYED	TWS	10-2010				
DRAWN	TWS - BK	11-2012				
DESIGNED	TWS - BK	11-2010				
CHECKED	EPR					

PAGE
NO.
04



CITY OF DE PERE

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

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

NAME: SIDEWALK CONSTRUCTION
PROJECT # 103

	BY	DATE
SURVEYED	TWS	10-2010
DRAWN	TWS - BK	11-2012
DESIGNED	TWS - BK	11-2010
CHECKED	EPR	

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

PAGE NO.
05



CITY OF DE PERE

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

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

NAME: SIDEWALK CONSTRUCTION	BY	DATE	REVISIONS / ISSUES				PAGE NO.
			NO.	DATE	BY	REMARKS	
PROJECT # 103	SURVEYED	TWS	10-2010				06
	DRAWN	TWS - BK	11-2012				
	DESIGNED	TWS - BK	11-2010				
	CHECKED	EPR					



CITY OF DE PERE

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

**LAWRENCE DRIVE
RIGHT OF WAY ACQUISITION**

NAME:
SIDEWALK CONSTRUCTION
PROJECT # 103

BY	DATE
TWS	10-2010
TWS - BK	11-2012
TWS - BK	11-2010
EPR	

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

PAGE
NO.
07

Lawrence Drive Right of Way

Acquisition Appraisal Services

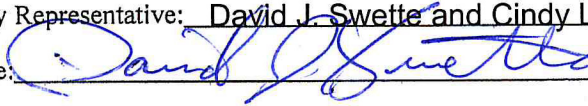
Proposed Fee Schedule

Company Name: Appraisers Inc. of Green Bay

Company Address: 801 E. Walnut Street, Suite 1

Company Address: Green Bay, WI 54301

Company Representative: David J. Swette and Cindy L. Heise-Eye

Signature: 

Item	Unit	Quantity	Unit Price	Total
Appraisal for Partial Parcel Acquisition	EACH	13	\$ <u>550.00</u>	\$ <u>7,150.00</u>

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 16, 2014

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #14-102, An Initial Resolution Authorizing the Sale and Issuance of General Obligation Street Improvement Bonds not to exceed \$1,085,000 for street improvements, including, but not limited to, the construction of and improvements to County Highway PP.

ATTACHMENTS:

- 201409101621 (PDF)
- Reso14-102 (DOCX)
- 201409101621-1 (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: September 10, 2014
Subject: 2014 Borrowing

I have attached the project list which was presented to the Finance Committee in August 2014 in regard to the approval of initial resolutions to authorize the 2014 borrowing. The project borrowing is in the form of fifteen year general obligation bonds and ten year notes. The initial borrowing resolution in an amount not exceed \$1,085,000 is for the Cty H PP amount of \$1,035,700 and is bonded over a 15 years. The remaining items are included in the initial borrowing resolution not to exceed \$ 2,550,000 for ten years which includes \$675,000 for the 2014 borrowing and \$1,875,000 for refinancing 2004 bonds of \$1,825,000. The refinancing is projected to save the City nearly \$108,000 in debt service payments from 2015-2019. I have reviewed the new debt payment schedules for the two new issuances and they fit in with the projected borrowing in the City's budget model.

I have attached a schedule of events which includes the approval of the sale of the bonds and notes at the October 21st Council meeting and concludes with proceeds paid to the City by November 20th. This information is presented for your review and approval. Should you have any questions on this feel free to contact me or I will be present at the City Council meeting on September 16th.

City of De Pere
Proposed 2014 Project Borrowing List

Proposed Project	Proposed Budget	Actual	Comments
MSC-Entry Way Accessibility	6,000	6,000	Proposed Borrowing Matches with 2014 Budget
MSC-Radio Antenna	6,500	6,500	Proposed Borrowing Matches with 2014 Budget
Machinery & Equipment- Refurbish Truck # 81 Dump Truck	50,000	50,000	Proposed Borrowing Matches with 2014 Budget
Garbage/Refuse Collection- Replace Peterbilt Truck # 87	137,025	0	Amount Came in Under Budget: Used \$97,378 of Capital Equipment Funds to eliminate borrowing
Community Center - HVAC System	43,000	43,000	Proposed Borrowing Matches with 2014 Budget
Community Center - Parking Lot	74,000	60,000	Actual Amount Projected to be \$13,000 - \$14,000 under
Parks-Braisher Park Playground	55,000	52,000	Actual Amount Projected to be \$3,000 under 2014
Parks-Braisher Park Shelter	60,000	67,000	Actual Amount Projected to be \$7,000 over 2014
Parks-Dog Parking Lot	25,000	25,000	Proposed Borrowing Matches with 2014 Budget
Parks - Replace Voyageur Playground	11,000	11,000	Proposed Borrowing Matches with 2014 Budget
Parks - Replace Deck Mower #307	6,000	6,000	Proposed Borrowing Matches with 2014 Budget
Crackfilling/Patching	243,724	243,724	Proposed Borrowing Matches with 2014 Budget
Sidewalks	56,000	56,000	Proposed Borrowing Matches with 2014 Budget
CTH PP Street Construction	1,035,700	1,035,700	Proposed Borrowing Matches with 2014 Budget
STH 32 (8th Street) Design	15,000	15,000	Proposed Borrowing Matches with 2014 Budget
STH 57 Broadway Design Work	15,000	15,000	Proposed Borrowing Matches with 2014 Budget
Non-TID Total	1,838,949	1,691,924	
TID 6: Land for Pond Acquisition	340,000	0	Eliminated for 2014 Borrowing
TID 6: Road Construction - Venture	1,200,000	0	Eliminated for 2014 Borrowing
TID 6: Road Construction - Richco	1,625,000	0	Eliminated for 2014 Borrowing
TID 6: Development Grant	500,000	0	Eliminated for 2014 Borrowing
TID 7: Development Grant	250,000	0	Eliminated for 2014 Borrowing
TID 7: Intersection Countdown Timers	10,000	0	Eliminated for 2014 Borrowing
TID 8: Developers Grant	500,000	0	Eliminated for 2014 Borrowing
TID 9: Developers Grant	100,000	0	Eliminated for 2014 Borrowing
TID 10: City Sign	10,000	0	Eliminated for 2014 Borrowing
TID 10: Regional Storm Sewer Pond	400,000	0	Eliminated for 2014 Borrowing
TID 10: Developers Grant	200,000	0	Eliminated for 2014 Borrowing
TID Total	5,135,000	0	
TOTAL BORROWING	\$6,973,949	\$1,691,924	

Draft date 09/09/14
296.120121

City of De Pere, Wisconsin
General Obligation Street Improvement Bonds, Series 2014A
General Obligation Promissory Notes, Series 2014B

August 2014							September 2014							October 2014						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

November 2014							December 2014							January 2015						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31
30																				

Schedule of Events		
Date	Event	Responsible Party
September 9, 2014	Request for Official Statement Information sent to City Staff.	Springsted
September 10, 2014	Finalize Bond and Note structure and prepare Terms of Offering.	Springsted
September 10, 2014	Bond and Note Resolutions delivered to City.	Foley & Lardner
September 16, 2014	Information forwarded to Springsted for preparation of the Preliminary Official Statement.	City Staff
September 16, 2014	City Council adopts Initial Resolutions authorizing the issuance of Bonds and Notes and sets not-to-exceed amounts.	City Council
September 17, 2014	Recommendations delivered to the City.	Springsted
September 23, 2014	Rough draft of Preliminary Official Statement sent out to City Staff and Foley & Lardner for review.	Springsted
September 29, 2014	Final comments to Springsted on Preliminary Official Statement draft (no later than noon).	City Staff Foley & Lardner

Schedule of Events		
Date	Event	Responsible Party
September 30, 2014	Posting of Preliminary Official Statement and application for rating forwarded to rating agency.	Springsted
Week of October 6, 2014	Rating conference and receipt of rating.	Moody's City Staff Springsted
October 14, 2014	Form of Award Resolution delivered to the City.	Foley & Lardner
October 21, 2014	Sale and consideration and award of the Bonds and Notes by City Council.	City Springsted
October 28, 2014	Distribution of Final Official Statement.	Springsted
November 20, 2014	Settlement of the Bonds and Notes; receipt of Bond and Note proceeds.	City Staff Foley & Lardner Springsted



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

September 16, 2014

Resolution No. 14-102

**An Initial Resolution Authorizing the Sale and Issuance of
General Obligation Street Improvement Bonds;
and Certain Related Details**

RECITALS

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

1. The City is currently in need of funds for street improvements, including, but not limited to, the construction of and improvements to County Highway PP (the “**Project**”).
2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, on the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of the Issuance and Purposes of Bonds.

Under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City shall issue its negotiable, general obligation street improvement bonds in a principal amount of not to exceed \$1,085,000 (the “**Bonds**”) to finance the Project; *provided, however*, that the Bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Publication of Notice.

The City Clerk is hereby authorized and directed to publish one time in the City’s official newspaper (as a class 1 notice under Chapter 985 of the Wisconsin Statutes) notice of the adoption of this initial resolution in substantially the form of the Notice to Electors attached hereto as Exhibit A, such publication to occur no later than 15 days after the date of adoption of this initial resolution.

Attachment: Reso14-102 (2623 : Resolution 14-102, Authorizing the Sale and Issuance of General Obligation Street)

Section 3. Authorization of Sale of Bonds.

The Bonds are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the “**Purchaser**”).

Section 4. Preparation of Official Statement and Official Terms of Offering.

The Mayor, the Clerk, and the Finance Director (in consultation with the City’s financial advisor, Springsted, Incorporated) are hereby authorized and directed to cause a preliminary offering document for the Bonds (the “**Official Statement**”) to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and enclose with the Official Statement the “**Official Terms of Offering**” and a “**Bid Form**”. The Mayor and the Clerk are hereby authorized on behalf of the City, to approve the form of Official Statement and authorize it to be deemed final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Bonds to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices and (ii) posted in the same locations as the City routinely posts notices for its official business.

Section 5. Bids for Bonds.

Written bids for the sale of the Bonds shall be received by the City on the date fixed in the Official Terms of Offering, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, without cause, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Official Terms of Offering.

Section 6. Further Actions.

The issuance of the Bonds shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Bonds to the Purchaser, to approve the purchase contract submitted by the Purchaser (the “**Bond Purchase Agreement**”), to fix the interest rate or rates on the Bonds in accordance with the Bond Purchase Agreement, to provide for the form of the Bonds, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Bonds as required by law, to designate a fiscal agent for the Bonds, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Bonds.

Section 7. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 8. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and things required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 9. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 10. Effective Date.

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

Adopted: September 16, 2014

Approved: September ____, 2014

Mayor

Clerk

EXHIBIT A

**NOTICE TO ELECTORS
OF THE CITY OF DE PERE, WISCONSIN
RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS**

Notice is hereby given that on September 16, 2014, the Common Council of the City of De Pere, Wisconsin (the “**City**”) adopted an initial resolution under and pursuant to the provisions of Chapter 67 of the Wisconsin Statutes authorizing the issuance of negotiable, general obligation street improvement bonds of the City in the principal amount of not to exceed \$1,085,000 for street improvements, including, but not limited to, the construction of and improvements to County Highway PP.

If within 30 days after the adoption of the forgoing resolutions there is filed in the office of the City Clerk a petition for referendum on one or more of said resolutions conforming to the requirements of Section 8.40 of the Wisconsin Statutes, signed by electors numbering at least 10% of the number of votes cast in the City for governor at the last general election, then the resolution or resolutions for which such a petition is filed shall not be effective unless adopted by a majority of the City’s electors voting at such referendum. If no such petition is so filed with respect to one or more of the foregoing resolutions, then the resolution or resolutions for which no such petition is filed shall be effective without a referendum.

Publication Date: September ____, 2014

/s/ Shana L. Defnet

City Clerk

Attachment: Reso14-102 (2623 : Resolution 14-102, Authorizing the Sale and Issuance of General Obligation Street)

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Sale and Issuance of General Obligation Street Improvement Bonds; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date.** On September 16, 2014, a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting.** On September ____, 2014 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City’s offices in De Pere, Wisconsin a notice setting forth the time, date, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On September ____, 2014 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the time, date, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

4. **Open Meeting Law Compliance.** Said 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.** Said 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 ____ 2014, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

9. **Publication of Notice.** I have caused the Notice to Electors, in the form of Exhibit A 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 City hereto on September ____, 2014.

Clerk

[Seal]

Attachment: Reso14-102 (2623 : Resolution 14-102, Authorizing the Sale and Issuance of General Obligation Street)

\$1,075,000

City of De Pere, Wisconsin
General Obligation Corporate Purpose Bonds, Series 2014A

Sources & Uses

Dated 11/01/2014 | Delivered 11/01/2014

Sources Of Funds

Par Amount of Bonds..... \$1,075,000.00

Total Sources..... \$1,075,000.00

Uses Of Funds

Deposit to Project Construction Fund..... 1,035,700.00

Costs of Issuance..... 26,670.00

Total Underwriter's Discount (1.000%)..... 10,750.00

Rounding Amount..... 1,880.00

Total Uses..... \$1,075,000.00



\$1,075,000**City of De Pere, Wisconsin****General Obligation Corporate Purpose Bonds, Series 2014A****DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/01/2014	-	-	-	-	-
06/01/2015	-	-	12,375.42	12,375.42	-
12/01/2015	65,000.00	0.500%	10,607.50	75,607.50	87,982.92
06/01/2016	-	-	10,445.00	10,445.00	-
12/01/2016	65,000.00	0.750%	10,445.00	75,445.00	85,890.00
06/01/2017	-	-	10,201.25	10,201.25	-
12/01/2017	65,000.00	0.950%	10,201.25	75,201.25	85,402.50
06/01/2018	-	-	9,892.50	9,892.50	-
12/01/2018	65,000.00	1.150%	9,892.50	74,892.50	84,785.00
06/01/2019	-	-	9,518.75	9,518.75	-
12/01/2019	65,000.00	1.300%	9,518.75	74,518.75	84,037.50
06/01/2020	-	-	9,096.25	9,096.25	-
12/01/2020	70,000.00	1.550%	9,096.25	79,096.25	88,192.50
06/01/2021	-	-	8,553.75	8,553.75	-
12/01/2021	70,000.00	1.800%	8,553.75	78,553.75	87,107.50
06/01/2022	-	-	7,923.75	7,923.75	-
12/01/2022	70,000.00	2.050%	7,923.75	77,923.75	85,847.50
06/01/2023	-	-	7,206.25	7,206.25	-
12/01/2023	70,000.00	2.150%	7,206.25	77,206.25	84,412.50
06/01/2024	-	-	6,453.75	6,453.75	-
12/01/2024	75,000.00	2.300%	6,453.75	81,453.75	87,907.50
06/01/2025	-	-	5,591.25	5,591.25	-
12/01/2025	75,000.00	2.450%	5,591.25	80,591.25	86,182.50
06/01/2026	-	-	4,672.50	4,672.50	-
12/01/2026	75,000.00	2.650%	4,672.50	79,672.50	84,345.00
06/01/2027	-	-	3,678.75	3,678.75	-
12/01/2027	80,000.00	2.850%	3,678.75	83,678.75	87,357.50
06/01/2028	-	-	2,538.75	2,538.75	-
12/01/2028	80,000.00	3.000%	2,538.75	82,538.75	85,077.50
06/01/2029	-	-	1,338.75	1,338.75	-
12/01/2029	85,000.00	3.150%	1,338.75	86,338.75	87,677.50
Total	\$1,075,000.00	-	\$217,205.42	\$1,292,205.42	-

SIGNIFICANT DATES

Dated Date..... 11/01/2014
 Delivery Date..... 11/01/2014
 First Coupon Date..... 6/01/2015

Yield Statistics

Bond Year Dollars..... \$9,074.58
 Average Life..... 8.441 Years
 Average Coupon..... 2.3935581%
 Net Interest Cost (NIC)..... 2.5120208%
 True Interest Cost (TIC)..... 2.5006305%
 Bond Yield for Arbitrage Purposes..... 2.3665701%
 All Inclusive Cost (AIC)..... 2.8415344%

IRS Form 8038

Net Interest Cost..... 2.3935581%
 Weighted Average Maturity..... 8.441 Years



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 16, 2014

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #14-103, An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes and Certain Related Details in an aggregate principal amount of approximately \$2,550,000.

ATTACHMENTS:

- Reso14-103 (DOCX)
- 201409101621-2 (PDF)

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

September 16, 2014

Resolution No. 14-103

**An Initial Resolution Authorizing the Sale and Issuance of
General Obligation Promissory Notes;
and Certain Related Details**

RECITALS

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

1. The City is in need of funds to finance (i) community center building and parking lot improvements, street and sidewalk improvements, the refurbishing of a dump truck; park improvements, and engineering costs for street improvements (collectively, the “**Project**”), and (ii) the current refunding of the callable maturities of the Issuer’s outstanding \$3,605,000 General Obligation Refunding Bonds, Series 2004C, dated March 1, 2004 (the “**Refunding**”); and

2. The Governing Body deems it in the best interests of the City that the funds needed for the Project and the Refunding be borrowed, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately \$2,550,000 (the “**Notes**”) to finance the Project and the Refunding; *provided, however*, that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the “**Purchaser**”).

Attachment: Reso14-103 (2624 : Resolution 14-103, Authorizing the Sale and Issuance of General Obligation)

Section 3. Preparation of Official Statement and Official Terms of Offering.

The Mayor, the Clerk, and the Finance Director (in consultation with the City's Financial Advisor, Springsted, Incorporated) are each hereby authorized to cause a preliminary offering document for the Notes (the "**Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith the "**Official Terms of Offering**" and a "**Bid Form**". The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Notes to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations as the City routinely posts notices for its official business.

Section 4. Bids for Notes.

Written bids for the sale of the Notes shall be received by the City on the date fixed in the Official Terms of Offering, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Official Terms of Offering for the Notes.

Section 5. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes, which may be in the form of an executed bid form (the "**Purchase Contract**"), to fix the interest rate or rates on the Notes in accordance with the Purchase Contract, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 6. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 7. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and things required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 8. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 9. Effective Date.

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

* * * * *

Adopted: September 16, 2014

Approved: September ____, 2014

Mayor

Clerk

Attachment: Reso14-103 (2624 : Resolution 14-103, Authorizing the Sale and Issuance of General Obligation)

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date.** On September 16, 2014, a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting.** On September ____, 2014 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City’s offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On September ____, 2014 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

4. **Open Meeting Law Compliance.** Said 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.** Said 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 ____ 2014, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on September ____, 2014.

Clerk

[Seal]

Attachment: Reso14-103 (2624 : Resolution 14-103, Authorizing the Sale and Issuance of General Obligation)

\$2,550,000

City of De Pere, Wisconsin
General Obligation Promissory Notes, Series 2014B

Project and Refunding Summary

Dated 11/20/2014 | Delivered 11/20/2014

	New Money Projects	Current Ref 2004C	Issue Summary
Sources Of Funds			
Par Amount of Bonds.....	\$675,000.00	\$1,875,000.00	\$2,550,000.00
Total Sources.....	\$675,000.00	\$1,875,000.00	\$2,550,000.00
Uses Of Funds			
Deposit to Current Refunding Fund.....	-	1,830,802.08	1,830,802.08
Deposit to Project Construction Fund.....	656,224.00	-	656,224.00
Costs of Issuance.....	9,987.35	27,742.65	37,730.00
Total Underwriter's Discount (0.800%).....	5,400.00	15,000.00	20,400.00
Rounding Amount.....	3,388.65	1,455.27	4,843.92
Total Uses.....	\$675,000.00	\$1,875,000.00	\$2,550,000.00

Flow of Funds Detail

State and Local Government Series (SLGS) rates for.....
 Date of OMP Candidates.....

	Net Funded	Gross Funded	Gross Funded
Primary Purpose Fund Solution Method.....			
Total Cost of Investments.....	\$656,224.00	\$1,830,802.08	\$2,487,026.08
Total Draws.....	\$656,224.00	\$1,830,802.08	\$2,487,026.08

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings.....	-	104,395.12	-
Contingency or Rounding Amount.....	-	1,455.27	-
Net Present Value Benefit.....	-	\$105,850.39	-
Net PV Benefit / - Refunded Principal.....	-	4.958%	-
Net PV Benefit / - Refunding Principal.....	-	5.645%	-

Bond Statistics

Average Life.....	5.134 Years	3.068 Years	3.615 Years
Average Coupon.....	1.6496762%	1.0674805%	1.2863664%
Net Interest Cost (NIC).....	1.8054922%	1.3282461%	1.5076745%
Bond Yield for Arbitrage Purposes.....	1.2804475%	1.2804475%	1.2804475%
True Interest Cost (TIC).....	1.8063191%	1.3336359%	1.5095234%
All Inclusive Cost (AIC).....	2.1161638%	1.8368163%	1.9404043%



\$2,550,000

City of De Pere, Wisconsin
General Obligation Promissory Notes, Series 2014B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2014	-	-	-	-
12/01/2015	430,000.00	0.500%	27,696.18	457,696.18
12/01/2016	440,000.00	0.750%	24,725.00	464,725.00
12/01/2017	450,000.00	0.950%	21,425.00	471,425.00
12/01/2018	455,000.00	1.150%	17,150.00	472,150.00
12/01/2019	465,000.00	1.300%	11,917.50	476,917.50
12/01/2020	75,000.00	1.550%	5,872.50	80,872.50
12/01/2021	75,000.00	1.800%	4,710.00	79,710.00
12/01/2022	80,000.00	2.050%	3,360.00	83,360.00
12/01/2023	80,000.00	2.150%	1,720.00	81,720.00
Total	\$2,550,000.00	-	\$118,576.18	\$2,668,576.18

Yield Statistics

Bond Year Dollars.....	\$9,217.92
Average Life.....	3.615 Years
Average Coupon.....	1.2863664%
Net Interest Cost (NIC).....	1.5076745%
True Interest Cost (TIC).....	1.5095234%
Bond Yield for Arbitrage Purposes.....	1.2804475%
All Inclusive Cost (AIC).....	1.9404043%

IRS Form 8038

Net Interest Cost.....	1.2863664%
Weighted Average Maturity.....	3.615 Years



\$675,000

City of De Pere, Wisconsin
General Obligation Promissory Notes, Series 2014B
New Money Projects

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2014	-	-	-	-
12/01/2015	70,000.00	0.500%	9,581.59	79,581.59
12/01/2016	70,000.00	0.750%	8,947.50	78,947.50
12/01/2017	75,000.00	0.950%	8,422.50	83,422.50
12/01/2018	75,000.00	1.150%	7,710.00	82,710.00
12/01/2019	75,000.00	1.300%	6,847.50	81,847.50
12/01/2020	75,000.00	1.550%	5,872.50	80,872.50
12/01/2021	75,000.00	1.800%	4,710.00	79,710.00
12/01/2022	80,000.00	2.050%	3,360.00	83,360.00
12/01/2023	80,000.00	2.150%	1,720.00	81,720.00
Total	\$675,000.00	-	\$57,171.59	\$732,171.59

Yield Statistics

Bond Year Dollars.....	\$3,465.63
Average Life.....	5.134 Years
Average Coupon.....	1.6496762%
Net Interest Cost (NIC).....	1.8054922%
True Interest Cost (TIC).....	1.8063191%
Bond Yield for Arbitrage Purposes.....	1.2804475%
All Inclusive Cost (AIC).....	2.1161638%

IRS Form 8038

Net Interest Cost.....	1.6496762%
Weighted Average Maturity.....	5.134 Years



\$1,875,000

City of De Pere, Wisconsin
General Obligation Refunding Bonds, Series 2014
Refunding Portion - Current Refunding of Series 2004C

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2014	-	-	-	-
12/01/2015	360,000.00	0.500%	18,114.59	378,114.59
12/01/2016	370,000.00	0.750%	15,777.50	385,777.50
12/01/2017	375,000.00	0.950%	13,002.50	388,002.50
12/01/2018	380,000.00	1.150%	9,440.00	389,440.00
12/01/2019	390,000.00	1.300%	5,070.00	395,070.00
Total	\$1,875,000.00	-	\$61,404.59	\$1,936,404.59

Yield Statistics

Bond Year Dollars.....	\$5,752.29
Average Life.....	3.068 Years
Average Coupon.....	1.0674805%

Net Interest Cost (NIC).....	1.3282461%
True Interest Cost (TIC).....	1.3336359%
Bond Yield for Arbitrage Purposes.....	1.2804475%
All Inclusive Cost (AIC).....	1.8368163%

IRS Form 8038

Net Interest Cost.....	1.0674805%
Weighted Average Maturity.....	3.068 Years



\$1,875,000

City of De Pere, Wisconsin
General Obligation Refunding Bonds, Series 2014
Current Refunding of Series 2004C

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
12/01/2014	-	350,431.25	350,431.25	350,431.25	-
12/01/2015	378,114.59	-	378,114.59	399,625.00	21,510.41
12/01/2016	385,777.50	-	385,777.50	407,662.50	21,885.00
12/01/2017	388,002.50	-	388,002.50	409,887.50	21,885.00
12/01/2018	389,440.00	-	389,440.00	411,200.00	21,760.00
12/01/2019	395,070.00	-	395,070.00	416,000.00	20,930.00
Total	\$1,936,404.59	\$350,431.25	\$2,286,835.84	\$2,394,806.25	\$107,970.41

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	107,970.41
Gross PV Debt Service Savings.....	104,395.12
Net PV Cashflow Savings @ 1.280%(Bond Yield).....	104,395.12
Contingency or Rounding Amount.....	1,455.27
Net Future Value Benefit.....	\$109,425.68
Net Present Value Benefit.....	\$105,850.39
Net PV Benefit / \$213,408.21 PV Refunded Interest.....	49.600%
Net PV Benefit / \$1,967,361.64 PV Refunded Debt Service.....	5.380%
Net PV Benefit / \$2,135,000 Refunded Principal.....	4.958%
Net PV Benefit / \$1,875,000 Refunding Principal.....	5.645%

Refunding Bond Information

Refunding Dated Date.....	11/20/2014
Refunding Delivery Date.....	11/20/2014



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

MEETING DATE: September 16, 2014

DEPARTMENT: Plan Commission

FROM: Ken Pabich

SUBJECT: Resolution #14-104, Approving the Amended Project Plan and Request for Base Value Redetermination for Tax Incremental Financing District #7, City of De Pere.

ATTACHMENTS:

- Reso14-104 (DOCX)
- Resolution PC14-01 (PDF)
- Draft TID 7 Project Plan Amendment (PDF)

RESOLUTION #14-104

APPROVING THE AMENDED PROJECT PLAN AND REQUEST
FOR BASE VALUE REDETERMINATION FOR TAX INCREMENTAL
FINANCING DISTRICT #7, CITY OF DE PERE

WHEREAS, pursuant to the direction of the Common Council and with its advice and consent, the Plan Commission of the City of De Pere has taken all steps required by Wis. Stats. §66.1105(5)(h), for amendment of the project plan and request for base value redetermination for Tax Incremental Financing District #7 (TID #7) as provided in Resolution #PC14-01 of the Plan Commission Recommending the Adoption of the Amended Project Plan and Request for Base Value Redetermination for Tax Incremental Financing District #7, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in accordance with the recitations and findings in the above referenced Resolution of the Plan Commission, and the Common Council being aware of all proceedings of the Plan Commission in regard to the amendment of TID #7, including the public hearing held thereon on September 16, 2014 at 6:30 p.m. the Common Council wishes to adopt this resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council, pursuant to Wis. Stats. §§66.1105(5)(h) and (i), hereby adopts and approves the Amended Project Plan for Tax Incremental Financing District #7, a copy of which is attached to Resolution #PC14-01 (Exhibit A) and incorporated herein as if fully set forth, subject to such technical changes to said plan amendment as deemed necessary by the City Attorney. The Common Council specifically finds that the amended plan is feasible and in conformity with the Master Plan of the City of De Pere (the City of De Pere Comprehensive Plan of 2010) and further specifically finding that such development as described in such amended plan would not occur without the creation of TID #7.

BE IT FURTHER RESOLVED THAT:

The Common Council finds that calculations as shown in the Amended Project Plan for TID #7 show TID #7 is in a decrement situation that has continued for at least 2 consecutive years, namely 2012 and 2013 and further, the Common Council finds that a complete financial analysis has been conducted on TID #7 as required by Wis. Stats. §66.1105(5)(i)1, which analysis shows the annual and total amount of tax increments to be generated over the life of the district, and the annual debt service costs on bonds issued by the City, in addition to the items required under Wis. Stats. §§66.1105(4)(f) and (i)1.

BE IT FURTHER RESOLVED THAT:

The Common Council finds that the complete financial analysis contained in the Amended Project Plan for TID #7, and required under Wis. Stats. §66.1105(5)(i)1, shows that the City expects all project costs to be paid within 90% of the tax incremental district's remaining life based on the district's termination date as calculated under Wis. Stats. §§66.1105(7)(ak) to (au), and therefore the City has elected to amend the project plan under Wis. Stats. §66.1105(5)(i)4.

BE IT FURTHER RESOLVED THAT:

The Director of Planning and Economic Development is authorized and directed to take all actions reasonably necessary to transmit to the Joint Review Board the public records, planning documents, and this resolution with all deliberate haste.

BE IT FURTHER RESOLVED THAT:

The Director of Planning and Economic Development is authorized and directed to schedule a meeting of the Joint Review Board not less than 10 days nor more than 30 days after their receipt of this resolution for the purpose of considering the approval of this resolution and the Amendment of the Project Plan for TID #7, City of De Pere.

BE IT FURTHER RESOLVED THAT:

The Common council requests the State Department of Revenue redetermine the tax incremental base of TID #7 pursuant to Wis. Stats. §66.1105(5)(h)1; and further, upon approval of this resolution by the Joint Review Board, the State Department of Revenue shall redetermine the tax incremental base of TID #7 as set forth in Wis. Stats. §66.1105(5)(a).

Resolution #14-104
Page 3 of 3

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of September, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-104 (2658 : Resolution #14-104, Approving the Amended Project Plan and Base Value Redetermination)

PLAN COMMISSION
RESOLUTION #PC14-01

RECOMMENDING THE ADOPTION OF THE AMENDED PROJECT PLAN AND
REQUEST FOR BASE VALUE REDETERMINATION FOR
TAX INCREMENTAL FINANCING DISTRICT #7

WHEREAS, a proposed amended project plan for Tax Incremental Financing District #7 (TID #7) was filed with the City Clerk-Treasurer's office and made available for inspection on weekdays between the hours of 8:00 a.m. and 4:30 p.m., and made available to any person requesting a copy thereof; and

WHEREAS, a copy of the public notice regarding such amendment has been sent by first class mail to the chief executive officers or administrators of any local governmental entities having the power to levy taxes on property within the district and to the school board of any school district which includes property located within the district, and by Class II publication in the Green Bay Press Gazette, the official newspaper of the City of De Pere; and

WHEREAS, at the above referenced hearing scheduled at the City Hall Council Chambers on September 16, 2014 at 6:30 p.m., the Plan Commission heard all interested parties, their agents and attorneys regarding the plan amendment and request for base value redetermination for said District and determined that the proposed amendment to the project plan and request for base value redetermination is in conformity with the City's Comprehensive Plan and is in the best interests of the City in order to foster logical and economical development in that part of the City;

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Plan Commission of the City of De Pere, Wisconsin, that:

Exhibit A

Attachment: Resolution PC14-01 (2658 : Resolution #14-104, Approving the Amended Project Plan and Base Value Redetermination)

Resolution #PC14-01

Page 2 of 2

The Plan Commission of the City of De Pere hereby adopts and recommends to the Common Council adoption of the project plan amendment and request for base value redetermination for TID #7, City of De Pere, a copy of which is annexed hereto and incorporated herein as if fully set forth, subject to such technical changes to said plan amendment as deemed necessary by the City Attorney.

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 16th day of September, 2014.

APPROVED:

Michael J. Walsh, Mayor
Plan Commission Chair

Ayes: _____

Nays: _____

Attachment: Resolution PC14-01 (2658 : Resolution #14-104, Approving the Amended Project Plan and Base Value Redetermination)

City of De Pere, Wisconsin

Draft Amendment to

Tax Increment Financing Plan

for

Tax Incremental Financing District No. 7

Recommended by the City Plan Commission

Expected: September 16, 2014

Adopted by the Common Council

Expected: September 16, 2014

Adopted by Joint Review Board

Expected: September 23, 2014

Prepared by:

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EXECUTIVE SUMMARY

The purpose of the Amendment to the Project Plan is twofold:

1. To act on the statutory authority of redetermination of base values in Tax Incremental Districts as a result of a 'decrement' situation being created in which there was a decline in current value of TID property in the district that is greater than 10% for two consecutive years. The City has determined Tax Incremental Financing District No. 7 has experienced a decrement situation resulting from declining values and is eligible to receive a redetermination of base value. Pursuant to Wis. Stats. sec. 66.1105(5)(i)4. the City is electing option 4 in which all project costs are anticipated to be financed within 90% of the District's remaining life.
2. Project Plan Amendment to modify the estimated project costs, projected revenues and economic feasibility study of the District.

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Section I**Project Plan Amendment: Base Value Redetermination****Section A Introductions**

Under current tax incremental financing law, a city, village or, in certain circumstances, town, may create a tax incremental district (TID) in order to foster development of the area to be included in the TID. Generally, as part of the process of creating a TID, the Department of Revenue (DOR) will calculate a base value for the TID. Typically, during the TID's lifespan, property values of the property in the TID will rise above the base value, and the portion of taxes collected on the increase in property values will be used to pay back the project costs of the TID. Under current law, DOR may redetermine a TID's base value if the TID project plan is amended to add or subtract territory from the TID, which may occur up to four times during the lifespan of a TID.

2013 Wisconsin Act 183 addresses the situation where property values of the property in a TID do not rise, as expected, but instead fall. Under the Act, a municipality may, subject to joint review board approval, request that DOR redetermine the base value of a TID that is in a 'decrement situation' that continues for at least two consecutive years. The Act defines 'decrement situation' as a decline in current value of TID property of at least 10% compared to the current base value of the TID. The Act specifies that a municipality may request redetermination of the base value of a TID in a decrement situation once during the lifespan of the TID, and DOR may, generally impose a fee of \$1,000 for the redetermination. Additionally, prior to redetermination by DOR, the municipality must complete a financial analysis of the TID, and must amend the Project Plan to satisfy at least one of the following requirements:

Option #3 (sec. 66.1105(5)(i)3.)

With regard to the total value of public infrastructure improvements in the district that occurs after joint review board approval, that at least 51% of the value of the improvements must be financed by a private developer or other private entity in return for the municipality's agreement to repay those costs solely through the payment of cash grants, and that cash grants must be paid via a development agreement with the municipality.

Option #4 (sec. 66.1105(5)(i)4.)

That all project costs are expected to be paid within 90% of the TID's remaining life.

Option #3 (sec. 66.1105(5)(i)5.)

That expenditures may be made only within the first half of the TID's remaining life, unless approved by unanimous vote of the joint review board, and subject to the generally applicable limitations or the timing of expenditures under the TIF law.

Section B Base Value Redetermination

Pursuant to the options outlined above regarding base value redetermination, the City elects **Option #4** (sec. 66.1105(5)(i)4.) as show below:

	2013		2014	
	Current Value	Value Increment	Current Value	Value Increment
TIF Value per DOR	12,418,500	(2,589,400)	12,056,000	(2,951,900)
Estimated Decrement %	-20.85%		-24.48%	
<i>(greater than 10%, as required by 2013 Wisconsin Act 183)</i>				

Section II**Project Plan Amendment: Estimated Project Costs, Projected Revenues and Economic Feasibility Study****Section A Introductions**

Wisconsin's Tax Incremental Law was created to help cities and villages rehabilitate blighted areas and improve or develop industrial sites. In creating Wisconsin's Tax Incremental Law, the State Legislature expressed its concern that cities and villages had neither the incentive nor the financial resources necessary to carry out projects that benefited not only the city or village, but all jurisdictions which share in the tax base.

The Tax Incremental Law gives cities and villages the authority, under certain conditions, to designate a specific area within its boundaries as a Tax Incremental Financing District and requires them to prepare a plan to develop or redevelop the District. Cities or villages may use all increased property taxes generated by the increased property value generated by such development or redevelopment to pay for eligible costs, which they incur to improve the District. This law assumes that all governmental units that tax properties within the District will eventually benefit from the increased value which will be generated. The municipality that created the District is allowed to retain the increased taxes generated during the existence of the District to pay for the costs of the public improvements.

State Statute places certain limitations on the creation of Tax Incremental Financing Districts. Only whole parcels of property that are assessed for general property tax purposes and which are contiguous can be included within a District. In addition, at least fifty percent (50%) of the real property in a District must meet at least one of the following criteria:

1. It is a blighted area;
2. It is an area in need of conservation or rehabilitation work;
3. It is an area suitable for industrial sites and has been zoned for industrial use; or
4. It is an area suitable for mixed-use development.

It also must be found that:

1. The improvement of the area is likely to enhance significantly the value of substantially all the other real property in the District;
2. The project costs relate directly to eliminating blight, directly serve to rehabilitate or conserve the area or directly serve to promote industrial and/or mixed use development; and
3. The equalized value of taxable property of the District plus the value increment of all existing Districts does not exceed 12 percent of the total equalized value of taxable property within the City.

Before a Tax Incremental Financing District can be created, a Joint Review Board, which is comprised of representatives of the authorities having the power to levy taxes in the District and one public member, must approve the municipality's action relative to the creation of the District.

A Tax Incremental Financing District shall terminate when the earlier of the following occurs:

1. That time when the City or Village has received aggregate tax increments with respect to such District in an amount equal to the aggregate of all project costs under the Project Plan and any amendments to the Project Plan for such District.
2. Twenty-seven years after the District is created for blighted and in need of Rehabilitation or Conservation work.
3. The local legislative body, by resolution, dissolves the District, at which time the City or Village shall become liable for all unpaid project costs actually incurred, except this paragraph does not make the City or Village liable for any tax incremental bonds or notes issued.

Tax Increment District No. 7 was created in 2007 following this requirements and it was designated as a blighted area in the project plan. The Project Plan Amendment for Tax Incremental Financing District No. 7, "the District," in

the City of De Pere has been prepared in compliance with s. 66.1105(4), Wisconsin Statutes. TID No. 7 is defined by the boundary shown on Map 1 found on Page 12. Pursuant to s. 66.1105(4)(f), the Project Plan shall include:

- A statement listing the kind, number and location of all proposed public works or improvements within the district;
- an economic feasibility study;
- a detailed list of estimated project costs;
- a description of the methods of financing all estimated project costs;
- the time when the related costs or monetary obligations are to be incurred;
- a map showing existing uses and condition of real property in the district;
- a map showing proposed improvements and uses in the district;
- proposed changes of zoning ordinances, master plan, if any, maps, building codes and city ordinances;
- a list of estimated non-project costs;
- a statement of the proposed method for the relocation of any persons to be displaced;
- an indication as to how creation of the tax incremental district promotes the orderly development of the city/village;
- an analysis of the overlying taxing districts;
- a map showing the district boundaries; and
- an opinion of the village attorney advising whether the plan is complete and complies with s. 66.1105(4)(f), Wisconsin Statutes.

Section B Statement Listing the Kind, Number, and Location of All Proposed Public Works or Improvements Within and Outside of the District

The public works and improvement activities located within Tax Incremental Financing District No. 7 pursuant to the Project Plan Amendment are listed on Table I found on page 4, which provides a listing of all District activities; and Map 3 on Page 14, which shows the location of the proposed project costs, public works and improvements. The estimated project costs shall be refined as future development occurs and specific project activities are undertaken. Some public improvements may occur off-site, but are necessary expenditures in terms of benefiting the TIF District. Project costs incurred for territory that is located within a one-half mile radius of the district's boundaries may also be financed by the district. Any economic incentives granted will be consistent with the TIF statutory requirements.

A. Capital Costs for Development of the TID:

Capital costs most often include projects located within the boundaries of the District. Infrastructure costs for projects located outside of the District, benefiting or necessary for the development within the District may also be eligible District project costs (must be within one-half mile radius of the district). Such costs must be shared in a reasonable manner relating to the amount of benefit to the District. Infrastructure costs may include:

1. Land acquisition, relocation, and building demolition to facilitate development or redevelopment within the District.
2. Street construction or reconstruction, installation/upgrading of sanitary sewer, water, and storm water infrastructure to facilitate development or redevelopment.
3. Installation or improvements to other utilities including electric, natural gas, telecommunications, cable TV, fiber optic, etc.
4. Construction of sidewalks, trails and other related improvements to facilitate pedestrian travel in and around the District.
5. Installation/construction of landscaping improvements, streetscaping, and wayfinding.

B. Administrative Costs:

Administrative costs may include, but are not limited to, a portion of City staff time, consultants and others directly involved with planning and administering of the District over the statutory expenditure period.

C. Organization Costs:

Organization costs may include, but are not limited to, financial consultant fees, attorneys, engineers, planners, economic or environmental feasibility studies, traffic studies, preparation of this Project Plan, financial projections, preliminary engineering to determine project costs, maps, legal services, and other payments made which are necessary or convenient to the District.

D. Financing Costs:

Financing costs include interest, finance fees, bond discounts, bond redemption premiums, bond legal opinions, bond fees, ratings, capitalized interest, bond insurance and other expenses related to financing.

The previous activities shall provide necessary facilities and incentives that should enable and encourage development and redevelopment within the District. A detailed list of estimated project costs, including anticipated year of installation, is included in Table I.

TID NUMBER 7 - TABLE I
Proposed Project Costs, Public Works and Improvements
Amendment Only

	Total Costs	Year 2014	2015	2016	2017-2031
CAPITAL COSTS					
City Dam	280,000				280,000
Wells Park	500,000				500,000
Bridge Approach	2,000,000				2,000,000
Pedestrian Improvements	100,000				100,000
Fox River Trail Improvements	100,000				100,000
Alley Improvements	200,000				200,000
Parking Lots Reconstruction	200,000				200,000
½ Mile Improvements	200,000				200,000
Subtotal	3,500,000	0	0	0	3,500,000
PRIVATE COSTS					
Façade Grants	20,000			20,000	
S Broadway Dev Grant	900,000				900,000
Creiver Common Dev Grant	150,000				150,000
Wells Site Dev Grant	300,000				300,000
Front Street Dev Grant	1,500,000				1,500,000
Future Project A	150,000				150,000
Future Project B	150,000				150,000
Future Project C	150,000				150,000
Future Project D	150,000				150,000
Subtotal	3,470,000	0	0	20,000	3,450,000
ADMINISTRATIVE COSTS					
	756,000	42,000	42,000	42,000	630,000

	Total	Year			
	Costs	2014	2015	2016	2017-2031
FINANCING COSTS					
Bond issuance costs	70,000				70,000
Bond interest costs	912,460				912,460
Subtotal	982,460	0	0	0	982,460
TOTAL	8,708,460	42,000	42,000	62,000	8,562,460

Subject to change based on final financing plan for individual projects. The City reserves the right to adjust the total amount financed for certain identified eligible projects contained within this Project Plan.

Section C Local Action

Before a Tax Incremental Financing District Plan can be modified, the City Plan Commission must hold a public hearing(s) on the proposed Project Plan Amendment for the District. After the public hearing, the City Plan Commission must submit the recommended Tax Incremental Financing District Project Plan Amendment to the local legislative body for action if it desires to modify the District. Before adopting such resolution, the local legislative body may amend the Project Plan. The Public Hearing for the District Amendment has been scheduled for the Plan Commission on September 16, 2014. Notice of the Public Hearing is to be published in the De Pere News on August 26, 2014 and September 2, 2014. The resolution approving the District Amendment shall be introduced to the Common Council for approval on September 16, 2014.

State Statutes require the City seeking to modify a Tax Incremental Financing District convene a Joint Review Board (JRB) to review the proposal. The first meeting of the JRB must be held within fourteen days after the Notice of the above-referenced hearing(s) is published. For any Tax Incremental Financing Districts proposed by the City of De Pere, the membership of the Joint Review Board shall consist of a representative chosen by the City, a representative chosen by the County, a representative chosen by the Technical College District, a representative chosen by the School District, and one public member. The public member and the chair of the JRB must be selected by a majority vote of the other JRB members. It is the responsibility of the JRB to review the public record, planning documents and the resolution passed by the local legislative body creating the District, and to either approve or not approve such resolution based on certain criteria by a majority vote after receiving the resolution. The first meeting of the JRB is scheduled for September 9, 2014, with the final meeting to act on the Common Council's resolution anticipated for Tuesday, September 16, 2014.

Capacity to Create Tax Incremental Districts

In 2004 the State Legislature amended the Tax Incremental Financing Law to allow up to 12% of the total equalized value of taxable property within the City be included within Tax Incremental Districts. The City of De Pere's 2014 total equalized value is 1,834,327,100. The City can include up to twelve percent (12%) of the total equalized value of the community in existing and new tax incremental finance districts. 12% of the City's equalized value is \$220,119,252.

The City has 6 outstanding Tax Incremental Districts with \$126,732,700 of equalized value. This district is expected to include the addition of approximately \$37,316,900 of incremental value. Therefore, this district can be created within the 12% capacity limit enacted by statute. The Department of Revenue will certify the values in the proposed tax incremental district to confirm compliance with this requirement.

The City should carefully monitor the annual growth within this district and existing districts, as well as the capacity to create additional districts.

Section D General Description of Tax Incremental District Number 7

The purpose of Tax Incremental Financing District Number 7 is primarily to assist expansion of the tax base by providing public improvements, land acquisition, and consolidations; to promote development opportunities; stimulate private investment; and enhance the appearance of the downtown and the George Street corridor.

The City Comprehensive Plan states “the City should consider ways of supporting and encouraging redevelopment...” and “Redevelopment of the downtown business districts are recommended and encouraged to stabilize the boundaries and maintain viable downtown areas.” The District will create the incentives that will advance the health and vitality of the east downtown area, and stimulate more tax base that otherwise would not have happened.

The boundaries of the District are described in the next section and as legally described in Appendix A. The intent of the District is to acquire lands and install public improvements that will allow and, in fact, stimulate reinvestment by the private sector. The new investment will, in turn, increase the tax base to pay for the initial investments and provide new tax base.

Section E District Boundary

The boundaries of Tax Incremental Financing District Number 7 are shown on Map 1 on Page 12 and are further described in Appendix A and B . The proposed Plan Amendment does not change the original boundary. The District includes the properties with the identification numbers and legal descriptions as found in Appendix A and B.

Section F Economic Feasibility Study

Purpose

The purpose of this study is to determine if the projected revenues generated from the District as a result of the proposed developments can finance the costs associated with the implementation of the Project Plan.

General Development Description

This section focuses on the new development projections and corresponding incremental new value. These projections have been prepared based on assumptions provided by the City and proposed developer.

The tax increment revenue projections in this section are based on the potential development of certain buildings and/or sites to accommodate land uses. The development projections are based on information provided by the proposed developer along with an understanding of the general market conditions and feasibility within the area. These projections are summarized in Table II below.

TID NUMBER 7 – TABLE II
Projected Development

PROJECT	Value	Expected Date of Construction
De Pere Auto	10,000	2013
Walgreens & 619 George	1,726,900	2014
Façade Improvements	80,000	2015-2018
Future Redevelopments	15,500,000	2017-2021
S Broadway Redevelopment	5,000,000	2019
Crevier Common Redevelopment	800,000	2021
Bridge Site Redevelopment	5,000,000	2022
Front Street Redevelopment	8,000,000	2023
Future Project A	800,000	2024
Future Project B	800,000	2025
Future Project C	800,000	2026
Future Project D	800,000	2027
TOTAL ESTIMATED VALUE INCREMENT	39,316,900	

The City has estimated that the District Amendment will create incremental new value as shown in the table above. Any future projects with private developers may be required to enter into an assessment agreement to guarantee future values. Estimates of incremental new value of the project are based on estimated square footage and business type.

The objective of the District is to facilitate development and redevelopment of the City's downtown and surrounding area. The economic feasibility projections are based on the utilization of approximately 25 years of the allowed tax increment collection period, pursuant to the legislation that requires the remaining project costs to be financed within 90% of the remaining life of the District.

The economic feasibility analysis should be considered as a baseline projection that is annually monitored to ensure projected targets are met. The purpose of the annual monitoring is to determine that total incremental value has been achieved rather than whether a specific identified project created those increments. Future public borrowing and/or expenditures should be based on this annual review process. It is the intent of this Project Plan Amendment to maximize the potential of Tax Incremental Financing District Number 7 to accomplish the proposed public improvements identified in Table I found on Page 4.

Table II and Map 5 summarize the development assumptions that have been used in the economic feasibility analysis. These projections have been prepared based on information received from the developer and City staff. The projections in Table II include assumptions on square footage and business type that have been proposed in the preliminary site plan. Assumptions of the taxable value by type of use (i.e., industrial or commercial) are based on a review of comparable real estate values.

The incremental new value projections included in Table II are not total construction costs estimates, but are factored to equate to the anticipated equalized value to which an annual mill rate will be applied. The actual construction costs may be higher than projected value because construction costs may include soft costs not necessarily assessed by the City. Real estate valuation can also significantly fluctuate from year to year. For that reason, there should be an annual review and evaluation of the stability of the increment value prior to making annual borrowing and/or spending decisions.

In compliance with the statutory requirements of tax incremental financing, a finding has been made that the private development activities projected would "not otherwise occur without the use of tax incremental financing." It must be understood that these projected private development increments will not naturally occur without the proactive implementation of this Project Plan Amendment. The implementers of the Project Plan Amendment will need to be

aggressive in stimulating the identified private development projects. The posture cannot be to expect that private developers will have financially feasible projects without implementation of the public improvement activities identified in this Plan.

The economic feasibility analysis for Tax Incremental District Number 7 is presented in Tables I, II and III. Table III shows the projected tax increments from the District based on the development assumptions made in Table II.

TID Number 7 – TABLE III
Projected Tax Increment and Estimated Cash Flow

1-Jan	Increment Equalized Value	Inflation on base Value 2.5%	Additions/ Deletions	Cumulative Value	*Rate Calculated Based on WDOR Increment	**Tax Increment Revenue	Cumulative Revenue (per Year)
2014	(2,951,900)	(2,951,900)	10,000	(2,941,900)	23.85	0	0
2015	10,000	10,250	1,726,900	1,737,150	23.85	41,430	41,430
2016	1,737,150	1,780,579	20,000	1,800,579	23.85	42,943	84,373
2017	1,800,579	1,845,593	6,020,000	7,865,593	23.85	187,590	271,962
2018	7,865,593	8,062,233	2,020,000	10,082,233	23.85	240,455	512,418
2019	10,082,233	10,334,289	2,520,000	12,854,289	23.85	306,567	818,985
2020	12,854,289	13,175,646	5,000,000	18,175,646	23.85	433,478	1,252,463
2021	18,175,646	18,630,037	5,000,000	23,630,037	23.85	563,562	1,816,025
2022	23,630,037	24,220,788	800,000	25,020,788	23.85	596,731	2,412,756
2023	25,020,788	25,646,308	5,000,000	30,646,308	23.85	730,896	3,143,652
2024	30,646,308	31,412,466	8,000,000	39,412,466	23.85	939,964	4,083,616
2025	39,412,466	40,397,777	800,000	41,197,777	23.85	982,542	5,066,158
2026	41,197,777	42,227,722	800,000	43,027,722	23.85	1,026,185	6,092,343
2027	43,027,722	44,103,415	800,000	44,903,415	23.85	1,070,919	7,163,263
2028	44,903,415	46,026,000	800,000	46,826,000	23.85	1,116,772	8,280,035
2029	46,826,000	47,996,650	0	47,996,650	23.85	1,144,691	9,424,726
2030	47,996,650	49,196,566	0	49,196,566	23.85	1,173,309	10,598,035
2031	49,196,566	50,426,480	0	50,426,480	23.85	1,202,641	11,800,676
Total			39,316,900			11,800,676	

Tables I and III show the anticipated project costs and projected tax increment revenues for financing of the proposed public improvement project costs of the District Amendment. The City anticipates financing the proposed project costs through a combination of bonds, pay-as-you-go reimbursement and developer cash grants. Tables I and III indicate that projected tax increments are expected to be sufficient to support the project costs through the maximum term of the district.

The retirement of the District, taking into consideration the assumptions identified in Table I (Proposed Project Costs, Public Works & Improvements) and Table II (Projected Development Assumptions), is based on the property tax collection that was in place at the time of the Public Hearing held on September 16, 2014.

The future development assumptions have been based on a review of market conditions that exist at the time of drafting of the Project Plan and potential future development and redevelopment opportunities. It is expected and recommended that the City annually review the financial condition of Tax Incremental District Number 7. The economic feasibility analysis indicates that the District is feasible, provided the development assumptions have been achieved. The City should not spend at levels projected in Table I without developer agreements that guarantee repayment of expenditures or without a "risk assessment" that defines the maximum financial exposure the City finds acceptable. The City should analyze the fiscal condition of Tax Incremental Financing District Number 7 on the basis

of how well the development assumptions are being met. Decisions to continue spending annually should be based on the status of the district. The City will only finance those project costs that are financially feasible and supported by new revenues generated by the project.

**TID Number 7 – TABLE III
Projected Tax Increment and Estimated Cash Flow**

1-Jan	As of 1-Jan Balance	Loss of Tax Revenue	NEW TID Expenses	NEW TID Expenses Non - Bonded	Debt Service	TID DONATION or (PILOT)	Tax Increment Dollars	TIF Balance
2014	(3,558,028)	0	0	(42,000)	0	166,772	0	(\$3,433,256)
2015	(3,433,256)	0	(55,000)	(42,000)	0	166,772	41,430	(\$3,322,054)
2016	(3,322,054)	0	0	(42,000)	(93,160)	166,772	42,943	(\$3,247,500)
2017	(3,247,500)	0	0	(42,000)	(93,160)	0	187,590	(\$3,195,070)
2018	(3,195,070)	0	0	(42,000)	(93,160)	0	240,455	(\$3,089,775)
2019	(3,089,775)	0	0	(42,000)	(93,160)	0	306,567	(\$2,918,368)
2020	(2,918,368)	0	(900,000)	(42,000)	(93,160)	0	433,478	(\$3,520,050)
2021	(3,520,050)	0	(185,000)	(42,000)	(367,256)	0	563,562	(\$3,550,744)
2022	(3,550,744)	0	(150,000)	(42,000)	(367,256)	0	596,731	(\$3,513,270)
2023	(3,513,270)	0	(1,500,000)	(42,000)	(367,256)	0	730,896	(\$4,691,630)
2024	(4,691,630)	0	(150,000)	(42,000)	(367,256)	0	939,964	(\$4,310,923)
2025	(4,310,923)	0	(150,000)	(42,000)	(367,256)	0	982,542	(\$3,887,637)
2026	(3,887,637)	0	(150,000)	(42,000)	(367,256)	0	1,026,185	(\$3,420,708)
2027	(3,420,708)	0	(150,000)	(42,000)	(367,256)	0	1,070,919	(\$2,909,044)
2028	(2,909,044)	0	(150,000)	(42,000)	(367,256)	0	1,116,772	(\$2,351,529)
2029	(2,351,529)	0	0	(42,000)	(367,256)	0	1,144,691	(\$1,616,094)
2030	(1,616,094)	0	0	(42,000)	(367,256)	0	1,173,309	(\$852,041)
2031	(852,041)	0	0	(42,000)	(274,096)	0	1,202,641	\$34,504
Total		0	(3,540,000)	(756,000)	(4,412,460)	500,316	11,800,676	

Section G Financing

Financing for the proposed project will be done primarily on an upfront or pay-as-you-go basis. The City anticipates using a combination of bonds and internal loans to finance the upfront costs necessary for projects to proceed. With pay-as-you-go financing the developer finances the improvement costs upfront and is reimbursed with future tax increment revenues. TIF borrowing may be done annually or on a project-specific basis and it is not anticipated that the total amount of project costs would be considered for one borrowing. The City may also pursue grant funding to finance a portion of the project costs.

Tables I and III, which is also referenced in the Economic Feasibility Study Section, give a summary of project costs, proposed cash flow schedule, and projected tax increment revenues on an annual basis during the duration of the District pursuant to the reduced term of 25 years due to the base value redetermination (to the year 2031). Current projections indicate that all project costs of the district should be financed by tax increment revenue within the reduced term of twenty five years. The TID Project Plan Amendment has been written to enable project costs to be completed in order to encourage new development and redevelopment within the District boundaries. An annual analysis should be made to strategize financing alternatives in consideration of potential shortfalls between tax increments collected and debt service required to pay the bonds. Excess tax increments will be available to cover potential shortfalls with repayment to the City prior to retirement of the District. The City anticipates annually reviewing future expenditures and determining economic feasibility prior to authorizing additional expenditures.

The total scope of activities is estimated within the project cost estimates in Table I. Any non-tax revenues received may reduce the applicable TIF project expenditure which, in turn, will reduce the total amount of TIF project costs. This reduction will allow the City more flexibility in determining the timeframe for other project expenditures.

Section H Estimated Non-Project Costs

Non-Project costs are public works projects that may only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds. A complete listing of those costs is available in the economic feasibility analysis on page 4. There are currently not any estimated non-project costs of the district.

Section I Existing Land Uses and Conditions

Map 2, found on Page 13, has been provided to give a general description of the conditions within the area. Map 4, found on page 15, is a zoning map that generally describes the existing uses within the District. These two maps should be used in combination when studying the Project Plan.

Section J Proposed Land Use

The proposed TID will promote the orderly development within the City by reducing and/or eliminating under-utilized land uses, while remaining financially feasible for the City to replace such uses with more appropriate uses. Map 5 on Page 16 illustrates the proposed land uses within the district.

Section K Existing and Proposed Zoning

Map 4, found on Page 15, shows the TIF District boundary overlaid onto an existing zoning map.

It is anticipated that many of these zoning districts will remain with their associated parcels unless future proposed uses are in conflict with the existing zoning.

Section L Building Codes and City Ordinances

No changes are currently being anticipated in the City's Building Code or other City codes.

Section M Relocation

If acquisition would occur within Tax Incremental District Number 7 which causes displacements, the City will conform to the requirements as set forth by the Department of Commerce in the State of Wisconsin Relocation Laws. If federal funds are used in the relocation process, the federal relocation process will also be followed.

Section N Estimated Amount of Bonded Indebtedness

The purpose of TID No. 7 is to assist with the expansion of business, commerce, and potentially residential growth within the City of De Pere. The creation of this district should provide a financial resource for the City to promote orderly development by making sites suitable for development that otherwise may not be occurring, by providing new employment opportunities that would not otherwise be available, and, in general, promoting the public health, safety and general welfare. The development stimulated by the use of this TID shall increase the overall tax base of the City, increase employment, increase household income, and generally improve the quality of life in the City.

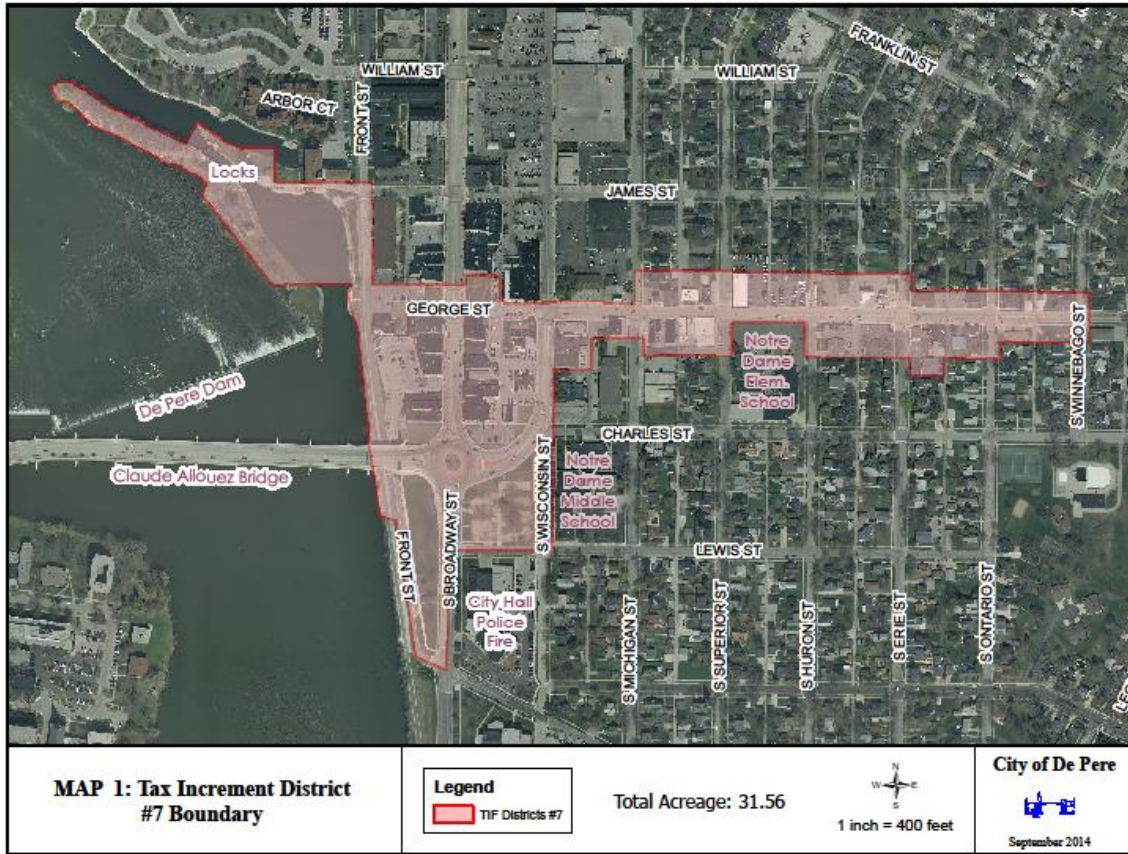
Section O Findings

- A. A minimum of 50% of the area occupied by real property within TID No. 7 was determined in 2007 to be a blighted area and in need of rehabilitation or conservation work within the meaning of Section 66.1105 (2m)(b) of the Wisconsin Statutes.
- B. The improvement of TID No. 7 is likely to significantly enhance the value of substantially all of the other real property in the district.
- C. The project costs relate directly to eliminating blight, serving to rehabilitate or conserve the area and improvements made will enhance significantly the value of substantially all of the other real property in the District.
- D. The equalized value of taxable property of TID No. 7, plus the value increment of all existing districts, does not exceed 12% of the total equalized value of taxable property within the City.

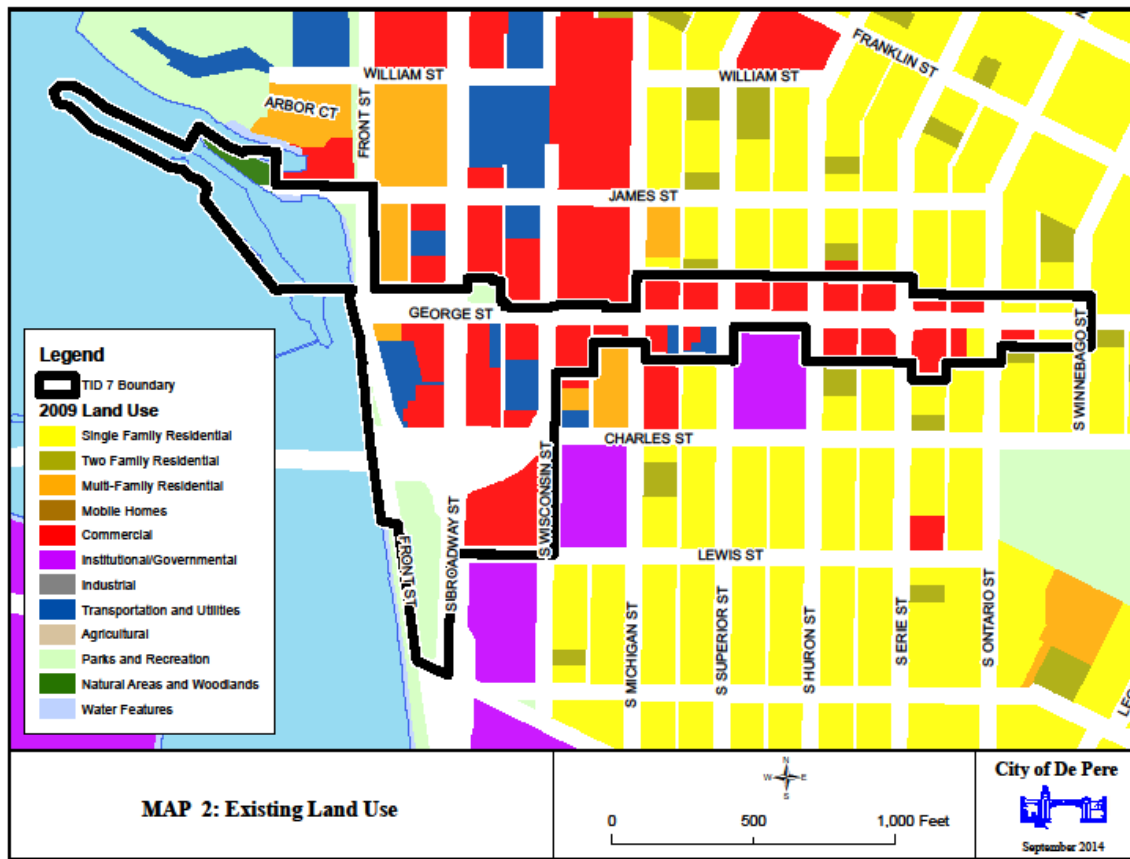
Section P City Attorney Opinion

The City Attorney for the City of De Pere, Wisconsin has reviewed the Project Plan for Tax Incremental Finance District Number 7, City of De Pere, Wisconsin, dated _____, and has found that it is complete and complies with Section 66.1105, Wisconsin Statutes. The City Attorney letter is included as Appendix D.

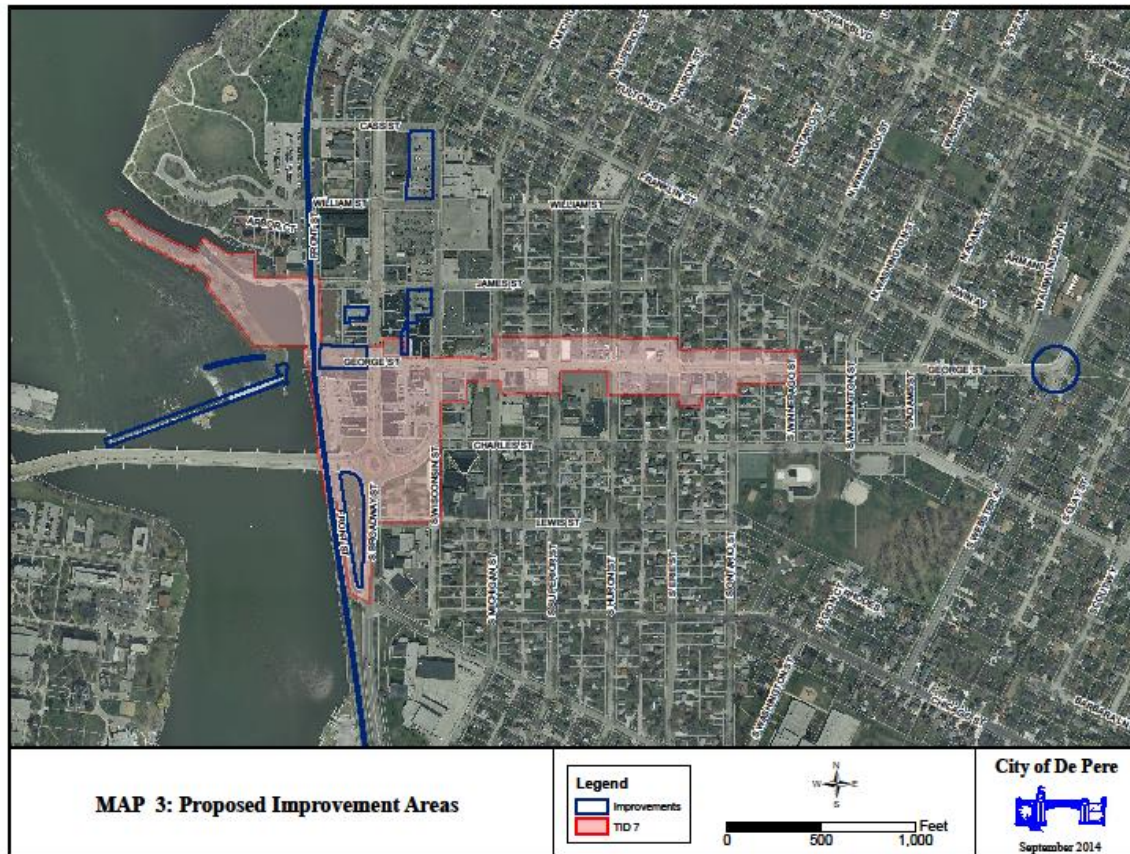
MAP 1 -- TAX INCREMENTAL FINANCING DISTRICT NUMBER 7 BOUNDARIES



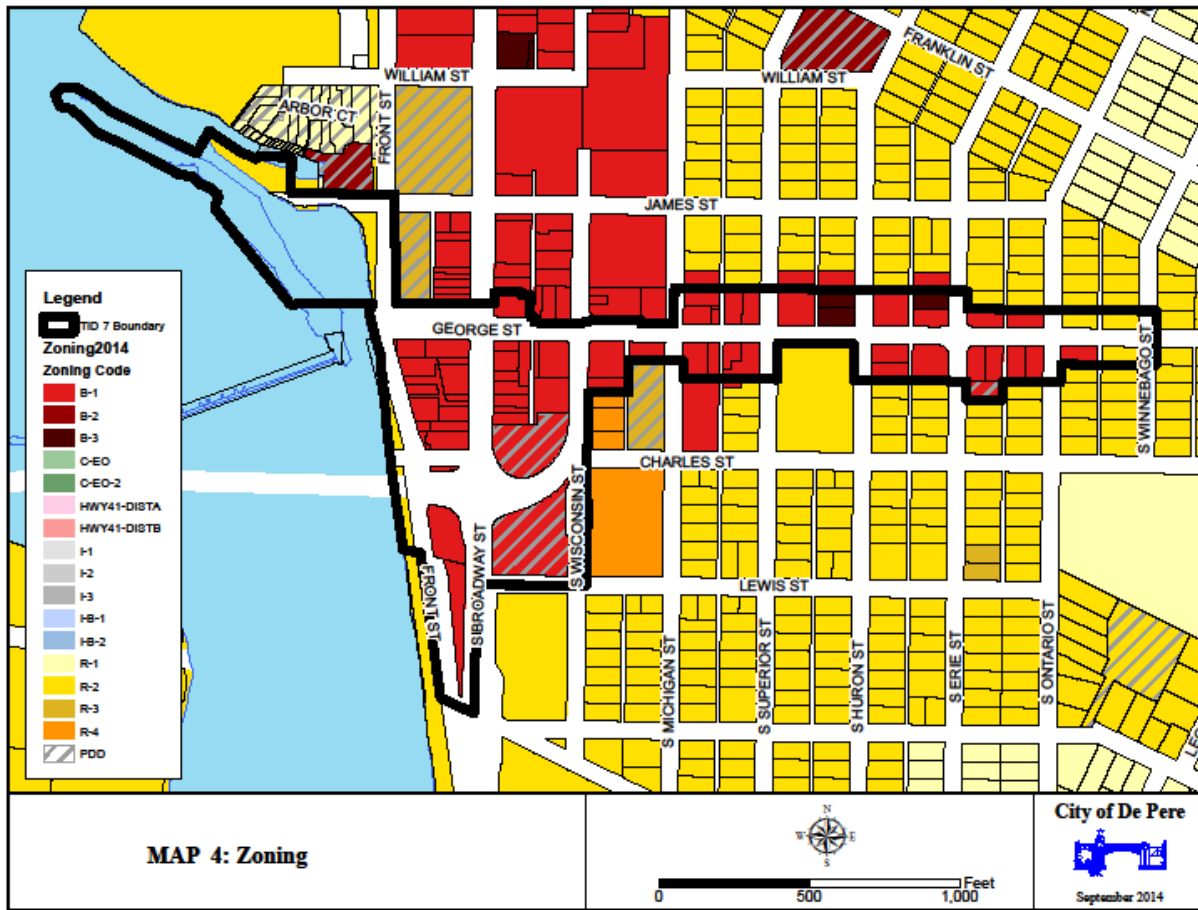
MAP 2 – EXISTING LAND USE & CONDITIONS



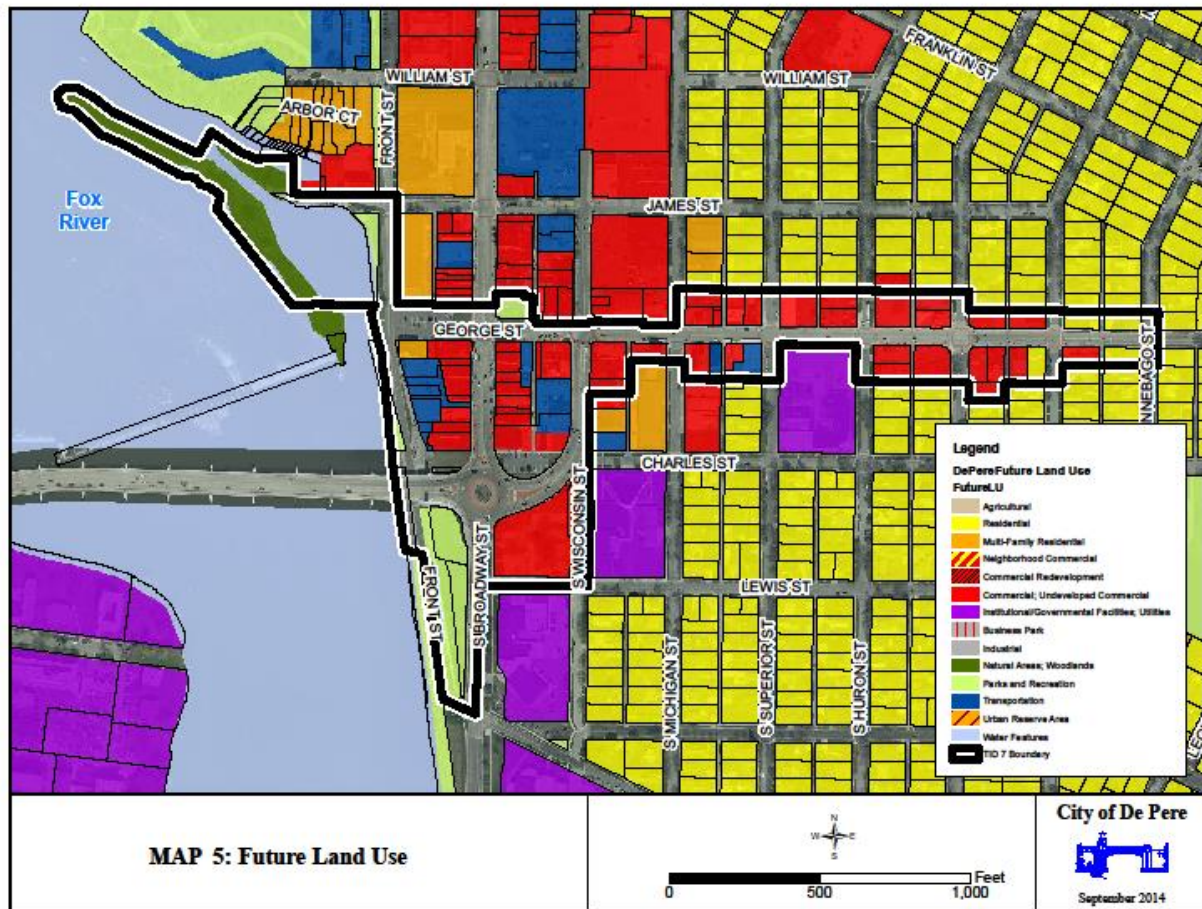
MAP 3 – LOCATION OF PROPOSED PUBLIC IMPROVEMENTS



MAP 4 – EXISTING ZONING



MAP 5 – PROPOSED LAND USE & ZONING



APPENDIX A

PARCEL ID AND DESCRIPTION

PARCELID	LOCATION	Legal Description
ED-1006	109 N HURON ST	ORIGINAL PLAT OF DEPERE LOT 5 BLK. 37
ED-1007	715 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 6 BLK. 37
ED-1008	705 GEORGE ST	ORIGINAL PLAT OF DEPERE LOTS 7 & 8 BLK. 37
ED-1048	820 GEORGE ST	ORIGINAL PLAT OF DEPERE LOTS 1 & 2 BLK 43 EX RD IN 2251108
ED-1058	802 GEORGE ST	ORIGINAL PLAT OF DE PERE LOT 12 BLK 43
ED-1058-1	S HURON ST	ORIGINAL PLAT OF DEPERE LOT 11 BLK 43
ED-1065	109 N ERIE ST	ORIGINAL PLAT OF DEPERE LOT 5 BLK. 44
ED-1066	821 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 6 BLK 44 EX RD IN 2253297
ED-1067	805 GEORGE ST	ORIGINAL PLAT OF DEPERE LOTS 7 & 8 BLK. 44
ED-1088	921 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 6 BLK. 47
ED-1089	905 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 7 BLK 47 EX RD IN 2256631
ED-1094	920 GEORGE ST	ORIGINAL PLAT OF DEPERE E1/2 OF LOTS 1 & 2 BLK. 48
ED-1095	914 GEORGE ST	ORIGINAL PLAT OF DEPERE WEST 1/2 OF LOTS 1 & 2 BLK. 48
ED-1103	115 S ERIE ST	ORIGINAL PLAT OF DEPERE LOT 10 BLK. 48
ED-1104	908 GEORGE ST	ORIGINAL PLAT OF DEPERE E1/2 OF LOTS 11 & 12 BLK. 48
ED-1105	900 GEORGE ST	ORIGINAL PLAT OF DEPERE W1/2 OF LOTS 11 & 12 BLK 48 EX RD IN 2251109
ED-287	230 S BROADWAY ST	DICKINSONS ADDN LOTS 1 THRU 16 BLK 64 EX 601 R 495 & EX 661 R 293 & EX RD & EX RR
ED-588	1021 GEORGE ST	LESSEY'S ADD'N. TO DEPERE LOT 6 BLK. 1
ED-589	1003 GEORGE ST	LESSEY'S ADD'N. TO DEPERE LOT 7 BLK. 1
ED-596	1018 GEORGE ST	LESSEY'S ADDN TO DEPERE LOT 1 BLK 2 & MARSH'S ADDN TO DEPERE LOT 1 BLK 2
ED-660	1002 GEORGE ST	MARSH'S ADDN TO DEPERE LOT 12 BLK 2 & LESSEY'S ADDN TO DEPERE LOT 12 BLK 2
ED-715	110 JAMES ST	ORIGINAL PLAT OF DEPERE LOTS 1-2-3 & 4 BLK 1 EX PRT LYG E OF A LINE 12.5 FT E OF & = TO C/L RR & EX W1/2 OF FRONT ST ALSO LOTS 1-2-3 4-5 & 6 BLK 2 LOTS 1-2-3-4 -5 & 6 BLK 3 ALL OF BLK 4 EX S 60 FT OF LOT 6 LOTS 5 & 6 BLK 5 & THE BASIN LYG
ED-715	110 JAMES ST	ORIGINAL PLAT OF DEPERE LOTS 1-2-3 & 4 BLK 1 EX PRT LYG E OF A LINE 12.5 FT E OF & = TO C/L RR & EX W1/2 OF FRONT ST ALSO LOTS 1-2-3 4-5 & 6 BLK 2 LOTS 1-2-3-4 -5 & 6 BLK 3 ALL OF BLK 4 EX S 60 FT OF LOT 6 LOTS 5 & 6 BLK 5 & THE BASIN LYG
ED-716	REAR FRONT ST	ORIGINAL PLAT OF DEPERE PART OF LOTS 1 THRU 5 BLK.3 DESC. IN J9453-17
ED-719	FRONT ST	OUTLOT 2 OF 56 CSM 75 BNG PRT OF LOT 1-5 BLK 1 ORIGINAL PLT OF DE PERE
ED-783	100-102 S BROADWAY ST	ORIGINAL PLAT OF DEPERE ALL OF LOT 1 & PART OF LOT 12 DESC IN J15150-01 BLK 15
ED-784	106 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 22 FT OF LOT 2 BLK 15 EX 927 R 490
ED-785	114-116 S BROADWAY ST	ORIGINAL PLAT OF DEPERE S 38 FT OF LOT 2 & ALL OF LOT 3 EX S 1.83 FT THEREOF & EX 927 R 486 BLK 15

ED-788	118 S BROADWAY ST	ORIGINAL PLAT OF DEPERE S 1.83 FT OF LOT 3 & ALL OF LOT 4 EX 353 D 530 & EX 927 R 492 BLK 15
ED-788-1	S BROADWAY ST	ORIGINAL PLAT OF DEPERE PRT LOTS 4-5-8 & 9 COM INSECTN S LINE N1/2 LOT 5 & E LINE TH W 100 FT N 54 FT E 100 FT S 54 FT TO BEG. & ALSO PRT OF LOT 8 DESC AS COM SW COR TH NWLY ALG W LINE 31.2 FT TH E ALG N/L OF S1/2 50.7 FT TH
ED-788-1	S BROADWAY ST	ORIGINAL PLAT OF DEPERE PRT LOTS 4-5-8 & 9 COM INSECTN S LINE N1/2 LOT 5 & E LINE TH W 100 FT N 54 FT E 100 FT S 54 FT TO BEG. & ALSO PRT OF LOT 8 DESC AS COM SW COR TH NWLY ALG W LINE 31.2 FT TH E ALG N/L OF S1/2 50.7 FT TH
ED-789	126 S BROADWAY ST	ORIGINAL PLAT OF DEPERE S 1/2 OF LOT 5 & S 1/2 OF LOT 8 EX COM SW COR LOT 8 TH NWLY ALG W LINE 31.2 FT TH E ALG N/L OF S1/2 LOT 8 50.7 FT TH S 30 FT TO S/L LOT 8 TH W ALG S/L LOT 8 42.2 FT TO POB BLK 15
ED-790	132 S BROADWAY ST	ORIGINAL PLAT OF DEPERE LOTS 6 & 7 & N 2 FT OF CHARLES ST BLK 15 EX COM NW COR LOT 7 S TO SW COR E 10 FT N TO BEG & EX 944 R 504
ED-793	FRONT ST	ORIGINAL PLAT OF DEPERE THAT PRT OF LOTS 8 & 9 AS DESC IN 258 D 587 BLK 15
ED-794	FRONT ST	ORIGINAL PLAT OF DEPERE N1/2 OF LOT 10 & PRTS OF LOTS 2 & 3 DES IN 944 R 499 & PRTS OF LOTS 3,4 & 9 DESC IN 927 R 492-493 & PRT OF LOT 7 DESC IN 944 R 504 BLK 15
ED-794	FRONT ST	ORIGINAL PLAT OF DEPERE N1/2 OF LOT 10 & PRTS OF LOTS 2 & 3 DES IN 944 R 499 & PRTS OF LOTS 3,4 & 9 DESC IN 927 R 492-493 & PRT OF LOT 7 DESC IN 944 R 504 BLK 15
ED-796	FRONT ST	ORIGINAL PLAT OF DEPERE N 22' OF LOT 11 & PRT OF LOT 2 DESC IN 927 R 490 & S1/2 OF LOT 10 & S 38 FT OF LOT 11 & PRT OF LOT 12 DESC IN J8992-6 BLK 15
ED-796	FRONT ST	ORIGINAL PLAT OF DEPERE N 22' OF LOT 11 & PRT OF LOT 2 DESC IN 927 R 490 & S1/2 OF LOT 10 & S 38 FT OF LOT 11 & PRT OF LOT 12 DESC IN J8992-6 BLK 15
ED-796	FRONT ST	ORIGINAL PLAT OF DEPERE N 22' OF LOT 11 & PRT OF LOT 2 DESC IN 927 R 490 & S1/2 OF LOT 10 & S 38 FT OF LOT 11 & PRT OF LOT 12 DESC IN J8992-6 BLK 15
ED-798	302 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 12 BLK 15 EX J8992-6 & EX J15150-01
ED-799	CHARLES ST	OUTLOT 1 OF 56 CSM 75 BNG PRT OF LOT 1 OF BLK 16 OF ORIGINAL PLAT OF DE PERE
ED-801	S BROADWAY ST	LOT 1 OF 56 CSM 75 BNG PRT OF LOTS 3-6 BLK 16 OF ORIGINAL PLAT OF DE PERE
ED-812	221 S BROADWAY ST	LOT 1 OF 54 CSM 312 BNG ALL OF LOTS 5-8 & PRT OF LOTS 1-4, 9 & 10 BLK 17 OF ORIGINAL PLAT OF DE PERE & BNG PRT OF DICKINSON'S ADDN TO ORIGINAL PLAT OF DE PERE
ED-816	416 GEORGE ST	ORIGINAL PLAT OF DEPERE LOTS 1 & 2 BLK 18 EX RD IN 2237997 & EX W18 FT
ED-818	114 S WISCONSIN ST	LOT 2 OF 54 CSM 312 BNG PRT OF LOTS 3,4 & 5 BLK 18 ORIGINAL PLAT OF DE PERE EX 2646644
ED-823	150 S WISCONSIN ST	LOT 1 OF 58 CSM 342 BNG PRT OF LOTS 1 & 12 BLK 17 & BNG PRT OF LOTS 5,6,7 & 8 BLK 18 & PRT VAC CHARLES ST ALL IN ORIGINAL PLAT OF DE PERE
ED-824	125 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 38 FT OF LOT 8 BLK 18 & PRT OF LOT 8 DESC IN 2646663
ED-826	121 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 2/3 OF LOT 9 BLK. 18
ED-827	123 S BROADWAY ST	ORIGINAL PLAT OF DEPERE S1/3 OF LOT 9 BLK. 18
ED-828	111-113 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 14 1/2' OF LOT 10 & S 18' OF LOT 11 EX E 39 FT THEREOF & PRT DESC IN 1020 R 312 BLK 18
ED-829	115 S BROADWAY ST	ORIGINAL PLAT OF DEPERE S 22 1/2' OF N 37' OF LOT 10 EX E 39 FT OF N 18 FT OF S 45 1/2 FT & PRT DESC IN J1509-22 & S 23 FT OF LOT 10 BLK 18
ED-831	107 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 42' OF LOT 11 EX E 39' & S 24' OF LOT 12 EX E 39' BLK 18
ED-833	101 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 36' OF LOT 12 EX E 39 FT BLK. 18 & PRT DESC IN J1447-1 BLK 18
ED-833-1	GEORGE ST	ORIGINAL PLAT OF DEPERE THAT PRT OF BLK. 18 DESC IN 927 R 479-80-81-82-83 & IN 934 R 387-88 EX 1020 R 312 & EX J01447-01 & EX J01509-22 & W18 FT OF LOTS 1 & 2 BLK 18 EX 2646644
ED-833-1	GEORGE ST	ORIGINAL PLAT OF DEPERE THAT PRT OF BLK. 18 DESC IN 927 R 479-80-81-82-83 & IN 934 R 387-88 EX 1020 R 312 & EX J01447-01 & EX J01509-22 & W18 FT OF LOTS 1 & 2 BLK 18 EX 2646644
ED-833-1	GEORGE ST	ORIGINAL PLAT OF DEPERE THAT PRT OF BLK. 18 DESC IN 927 R 479-80-81-82-83 & IN 934 R 387-88 EX 1020 R 312 & EX J01447-01 & EX J01509-22 & W18 FT OF LOTS 1 & 2 BLK 18 EX 2646644

ED-844	102 N BROADWAY ST	ORIGINAL PLAT OF DE PERE N 36.5 FT OF LOT 7 & 6 FT STRIP DESC IN 697 R 69 & S 40 FT OF LOT 8 EX N 10 FT OF E 30 FT BLK 19
ED-907	518-522 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 1 BLK. 26
ED-917	115 S WISCONSIN ST	ORIGINAL PLAT OF DEPERE LOT 10 EX S 10 FT BLK. 26
ED-918	502 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 11 & 12 BLK 26 EX RD IN 2249929
ED-949	620 GEORGE ST	ORIGINAL PLAT OF DEPERE E1/2 OF LOT 1 & ALL OF LOT 2 EX S 2' & EX W 27 FT OF N 27.5 FT OF LOT 2 BLK.31
ED-949-1	614 GEORGE ST	ORIGINAL PLAT OF DEPERE W 27 FT OF N 27.5 FT OF LOT 2 & W1/2 OF LOT 1 BLK. 31
ED-960	610 GEORGE ST	ORIGINAL PLAT OF DEPERE ELY 40' OF LOTS 11 & 12 BLK. 31
ED-961	600-604 GEORGE ST	ORIGINAL PLAT OF DEPERE LOTS 11 & 12 EX ELY 40' BLK. 31
ED-966	623 GEORGE ST	ORIGINAL PLAT OF DEPERE E1/2 OF LOTS 5 & 6 BLK. 32
ED-967	615-617 GEORGE ST	ORIGINAL PLAT OF DEPERE W1/2 OF LOTS 5 & 6 BLK. 32
ED-968-1	611 GEORGE ST	ORIGINAL PLAT OF DEPERE E 26 FT 11 INCHES OF S 50 FT OF LOT 7 BLK. 32
ED-968-2	609 REAR GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 7 EXC E 26 FT 11 INCHES OF S 50 FT BLK 32
ED-968-3	609 GEORGE ST	ORIGINAL PLAT OF DEPERE THAT PRT. OF LOT 7 BLK. 32 DESC. IN J3323-33
ED-969	108 N MICHIGAN ST	ORIGINAL PLAT OF DEPERE LOT 8 BLK. 32

APPENDIX B

LEGAL DESCRIPTION

The description of the proposed boundaries of the Tax Incremental District is located in the City of De Pere, Brown County, Wisconsin, generally, more particularly described as follows:

Commencing from a point where the centerline of Broadway Street intersects the centerline of Merrill Street, also being the point of beginning, thence N01°-31'-11"E, 426.79 feet along the centerline of Broadway Street to a point which intersects the centerline of Lewis Street; thence S89°-42'-28"E, 360.89 feet along the centerline of Lewis Street; thence N00°-37'-49"E, 30.00 feet to a point where the northerly right of way line of Lewis Street intersects the easterly right of way line of Wisconsin Street; thence N00°-38'-06"E along said east line, 360.54 feet to a point where said line intersects with the southerly right of way line of Charles Street; thence N00°-38'-06"E, 60.00 feet to the north right of way line of Charles Street; continuing N00°-38'-06"E, 250.27 feet; thence S89°-24'-19"E, 134.11 feet; thence N00°-38'-03"E, 110.20 feet; thence S89°-24'-47"E, 120.11 feet to the westerly right of way line of Michigan Street; thence S89°-24'-47"E, 60.00 feet to the easterly right of way line of Michigan Street; thence S00°-38'-00"W, 60.11 feet along said west line; thence S89°-24'-33"E, 120.09 feet; thence N82°-27'-42"E, 14.14 feet; thence S89°-24'-33"E, 120.09 feet to a point that intersects with the westerly right of way line of Superior Street; thence S87°-27'-31"E, 60.03 feet to the easterly right of way line of Superior Street; thence N00°-38'-08"E, 120.31 feet along said east line to a point that intersects with the southerly right of way line of George Street; thence S89°-25'-02"E, 254.19 feet along said south line to the intersection with the westerly right of way line of Huron Street; thence S00°-38'-15"W along said west line, 120.34 feet; thence S89°-27'-03"E, 60.00 feet to the easterly right of way line of Huron Street; thence S89°-24'-33"E, 254.18 feet to the westerly right of way line of Erie Street; continuing S89°-24'-33"E, 60.00 feet to the easterly right of way line of Erie Street; thence S00°-38'-22"W, 60.18 feet along said east line; thence S89°-24'-19"E, 120.05 feet; thence N00°-38'-25"E, 60.18 feet; thence S89°-24'-33"E, 134.05 feet to the westerly right of way line of Ontario Street; continuing S89°-24'-33"E, 60.00 feet to the easterly right of way line of Ontario Street; thence N00°-38'-29"E, 60.20 feet along said east line; thence S89°-27'-23"E, 254.92 feet to the westerly right of way line of Winnebago Street; continuing S89°-27'-23"E, 60.00 feet to the easterly right of way line of Winnebago Street; thence N00°-37'-47"E, 180.26 feet; thence N89°-28'-02"W, 60.01 feet to the westerly right of way line of Winnebago Street; continuing N89°-28'-02"W, 254.88 feet to the easterly right of way line of Ontario Street; thence N89°-17'-50"W, 60.00 feet to the westerly right of way line of Ontario Street; thence N89°-24'-37"W, 254.12 feet to the easterly right of way line of Erie Street; thence N00°-38'-22"E, 60.16 feet along said east line; thence N89°-24'-13"W, 60.00 feet to the westerly right of way line of Erie Street; continuing N89°-24'-13"W, 882.57 feet to the easterly right of way line of Michigan Street; thence S89°-20'-00"W, 29.39 feet; thence S01°-02'-14"W, 119.03 feet; thence S88°-54'-47"W, 29.79 feet to a point where the westerly right of way line of Michigan Street intersects the northerly right of way line of George Street; thence N89°-25'-02"W, 80.11 feet along the northerly right of way line of George Street; thence N00°-38'-03"E, 11.00 feet; thence N89°-25'-02"W, 160.09 feet; thence S82°-09'-41"W, 74.83 feet to a point where the westerly right of way line of Wisconsin Street intersects the northerly right of way line of George Street; thence N89°-24'-59"W along the northerly right of way line of George Street, 120.76 feet; thence N00°-37'-00"E, 17.50 feet; thence N89°-24'-47"W, 14.00 feet; thence N00°-37'-00"E, 72.98 feet; thence N89°-24'-17"W, 30.00 feet; thence N00°-37'-00"E, 10.05 feet; thence N89°-24'-13"W, 90.76 feet to the easterly right of way line of Broadway Street; thence S00°-35'-34"W, 40.22 feet along said east line; thence N89°-24'-34"W, 80.00 feet to a point where the westerly right of way line of Broadway Street intersects with the northerly right of way line of George Street; thence continuing N89°-24'-34"W along the northerly right of way line of George Street, 120.09 feet; thence continuing N89°-24'-43"W, 14.00 feet; thence N89°-24'-10"W, 112.15 feet along said north line to the easterly right of way line of Front Street; thence N01°-53'-14"W, 167.51 feet; thence N00°-26'-45"E, 194.50 feet to the northerly right of way line of James Street; thence N89°-44'-05"W, 148.34 feet; thence N89°-05'-40"W, 274.40 feet along said north line of James Street to the intersection of the low water mark of the east shore of the Fox River; thence meandering in a southerly direction along the low water mark of the east shore of the Fox River to a point that intersects with the intersection of the projected centerline of Merrill Street; thence S63°-34'-33"E, 190.94 feet along the projected centerline of Merrill Street to the centerline of Broadway Street and the point of beginning.

Said parcel contains 27.1 acres or 1,181,959 square feet, more or less.

APPENDIX C

PUBLIC HEARING NOTICE

NOTICE OF PUBLIC HEARING

PROPOSED AMENDMENT TO THE PROJECT PLAN AND REDETERMINATION OF BASE VALUE FOR TAX INCREMENT DISTRICT NUMBER 7, CITY OF DE PERE, WISCONSIN

NOTICE IS HEREBY GIVEN, that the City of De Pere Plan Commission will meet at 6:30 p.m. on Tuesday, September 16, 2014, at City Hall in the Council Chambers, 335 S. Broadway, De Pere, Wisconsin, to conduct a hearing regarding the proposed amendment to the project plan and redetermination of base value for Tax Increment District Number 7, City of De Pere, Wisconsin.

The City anticipates that the project plan will be amended to include expenditures such as cash grants, land price discounts and other incentives by the city to owners, lessees, or developers of land that is located within the tax increment district. The Plan also includes infrastructure improvements that are within a half mile radius of the district.

During the public hearing, all interested parties will be provided with an opportunity to express their views on the proposed amendment to the project plan for such tax increment district. Persons desiring information on the proposed project plan amendment may contact the City Director of Planning and Economic Development at 920-339-4043. A copy of the proposed project plan amendment is available for review in the De Pere Planning Office located at City Hall, 335 S. Broadway St and will be provided upon request.

Dated this 26th day of August 2014.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
Clerk

APPENDIX D
PROOF OF PUBLICATION

(Will be inserted upon receipt from the De Pere News)

Attachment: Draft TID 7 Project Plan Amendment (2658 : Resolution #14-104, Approving the Amended Project Plan and Base Value

APPENDIX E

CITY ATTORNEY REVIEW LETTER

CITY OF DE PERE

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



September 16, 2014

Mayor Michael J. Walsh
Members of the De Pere Common Council

RE: City of De Pere Tax Incremental Financing District #7 (TID #7) Amendment and Request for Base Value Redetermination

Dear Mayor and Common Council Members:

Pursuant to Wis. Stats. §66.1105(5)(i)2, any tax incremental financing district project plan amendment and request for base value determination must include an opinion of the City Attorney, or of an attorney retained by the City, advising whether the plan is complete and complies with that statutory section.

As the duly appointed City Attorney of the City of De Pere and upon a review of the Amendment to TID #7 Project Plan to which this opinion is appended, it is my opinion that such plan contains and adequately addresses the prerequisites set forth at Wis. Stats. §66.1105. This opinion is based on my review of said plan, my review of Wis. Stats. §66.1105 and my experience as a municipal attorney.

It is my further opinion that inasmuch as the project plan is complete and in compliance with the above referenced section, it is in proper form for adoption by the Common Council.

Respectfully submitted,

Judith Schmidt-Lehman
City Attorney

JSL:jld

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Attachment: Draft TID 7 Project Plan Amendment (2658 : Resolution #14-104, Approving the Amended Project Plan and Base Value

APPENDIX E CITY ATTORNEY REVIEW LETTER

CITY OF DE PERE

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



September 16, 2014

Mayor Michael J. Walsh
Members of the De Pere Common Council

RE: City of De Pere Tax Incremental Financing District #7 (TID #7) Amendment

Dear Mayor and Common Council Members:

Pursuant to Wis. Stats. §66.1105(4)(f), any tax incremental financing district project plan amendment and request for base value determination must include an opinion of the City Attorney, or of an attorney retained by the City, advising whether the plan is complete and complies with that statutory section.

As the duly appointed City Attorney of the City of De Pere and upon a review of the Amendment to TID #7 Project Plan to which this opinion is appended, it is my opinion that such plan contains and adequately addresses the prerequisites set forth at Wis. Stats. §66.1105. This opinion is based on my review of said plan, my review of Wis. Stats. §66.1105 and my experience as a municipal attorney.

It is my further opinion that inasmuch as the project plan is complete and in compliance with the above referenced section, it is in proper form for adoption by the Common Council.

Respectfully submitted,

Judith Schmidt-Lehman
City Attorney

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APPENDIX F

ORIGINAL PROJECT PLAN FOR TID 7

TAX INCREMENT DISTRICT NO. 7

I. Statement of Kind, Number and Location of Proposed Projects

Tax Increment District (TID) No. 7, City of De Pere, is being created under authority of Wisconsin State Statutes 66.1105, primarily to assist expansion of the tax base by providing public improvements, land acquisition, and consolidations; to promote development opportunities; stimulate private investment; and enhance the appearance of the downtown and the George Street corridor.

The City Comprehensive Plan states “the City should consider ways of supporting and encouraging redevelopment...” and “Redevelopment of the downtown business districts are recommended and encouraged to stabilize the boundaries and maintain viable downtown areas.” The creation of this TID will create the incentives that will advance the health and vitality of the east downtown area, and stimulate more tax base that otherwise would not have happened.

The boundaries of the District are shown on Maps #1-3 and as legally described on page 7. The intent is to acquire lands and install public improvements that will allow and, in fact, stimulate reinvestment by the private sector. The new investment will, in turn, increase the tax base to pay for the initial investments and provide new tax base.

Therefore, the City has two objectives in this Tax Increment Financing (TIF) project:

1. Support and stimulate private investment, which would not have happened without TIF.
2. Strengthen the tax base and economic viability of the East Downtown area that will benefit the entire community.

The following is a list of projects the City plans to implement in future years using TIF dollars. Any costs directly or indirectly related to the public works are considered “project costs” and eligible to be paid with tax increment revenues generated within the tax incremental district.

II. Detailed List of Project Costs

The kind, number and estimated costs of projects in this Tax Increment District Plan and listed on Table 1. All costs are based on 2007 prices and actual bids or preliminary estimates. The City reserves the right to include capitalized interest as a TIF reimbursable cost at a later time if financing requirements make it necessary to do so. The City also reserves the right to increase certain project costs to the extent others are reduced or not implemented, without amending the plan.

The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the plan. Estimated project costs are not meant to be a budget, nor an appropriation or commitment of funds for specific projects, but a framework with which to manage projects. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the De Pere City Council, without amending the plan.

Table 1: Kind, Number and Estimated Project Costs

No.	Potential Project Description	Estimated Costs
1.	Block 17 Redevelopment Project	\$1,500,000
2.	George Street Streetscaping	\$110,000
3.	Conversion of Bridge approach (George Street)	\$200,000
4.	Façade Restoration Grant Program	\$120,000
5.	Parking Area on unused portion of Charles Street	\$30,000
6.	Development on Creviere Commons	\$5,000
Total		\$1,965,000

Individual project monies plan to be spent over the following years is shown in Table 2.

Table 2 identifies the timing of anticipated public expenditures by an approximate year.

Table 2: Projected Expenditures by Year

No.	2007	2008	2009	2010	Total
1.	\$1,500,000				\$1,500,000
2.	\$110,000				\$110,000
3.				\$200,000	\$200,000
4.	\$30,000	\$30,000	\$30,000	\$30,000	\$120,000
5.		\$30,000			\$30,000
6.				\$5,000	\$5,000
Total	\$1,640,000	\$60,000	\$30,000	\$235,000	\$1,965,000

Activities in each of the projects are described as follows:

1. Block 17 Redevelopment Project

The City block surrounded by Charles Street to the north, Lewis Street to the south, S. Wisconsin Street to the east and S. Broadway Street to the west is going to be impacted by the relocation of the new Claude Allouez Bridge. The remainder of the block is a prime redevelopment site, due to its excellent visibility as the prime westerly entrance to the East Downtown Business District and views of the Fox River.

This project would involve the following possible actions:

- Appraisals for each property

- Initial offers for acquisition of properties
- Possibility of paying for a second Appraisal
- Relocation costs
- Demolition costs

Once the project area is demolished, properties could be combined and marketed for redevelopment proposals.

2. George Street Streetscaping

In 2006, George Street, from S. Wisconsin Street to Webster Street, will be entirely rebuilt. Because this roadway is a major corridor leading to De Pere's East Downtown area, the City wants to create an aesthetically attractive entryway. The aesthetic improvements will be consistent with the N. Broadway streetscape, and would include such things as pedestrian "bump-outs", colored pavers at pedestrian crossings, decorative lighting and plant materials.

3. Conversion of bridge approach (George Street) to a Mixture of Uses

Once the existing roadway and Claude Allouez connection is replaced by the new bridge, the George Street right-of-way and state-owned land from Front to Broadway Streets will no longer be used for vehicular traffic.

The City of De Pere has the opportunity to redesign this road right-of-way for a mixed use development. Such uses could include new building(s), off-street parking, green space, and pedestrian connection from the downtown area and Broadway Street to Front Street, the Fox River Recreational Trail and riverfront. The green space along the pedestrian trail could become a landscaped plaza with benches.

4. Façade Restoration Grant Program

The City of De Pere has had a successful Façade Restoration Grant Program for many years. This program provides one dollar for every four dollars utilized for exterior renovations. Monies from Tax Increment Financing would provide incentives to the businesses that are in the boundaries of this Tax Increment District.

5. Parking Area on unused portion of Charles Street

Most of Charles Street, between S. Broadway and S. Wisconsin Streets, will not be used as a traffic carrier once the new bridge and roundabout are built. This excess right-of-way can be converted into needed public parking to replace spaces lost because of the Claude Allouez Bridge Replacement Project.

6. Development on Creviere Commons

This downtown green space is on a major traffic corridor (Broadway/George Street) through the East Downtown area, and carries traffic from one part of the city to another. Once the new bridge is constructed, traffic counts will diminish significantly, and this green space, although nice to have, will not serve as the aesthetic focal point enjoyed by passing motorists.

Creviere Commons could be replaced by other green space on remnants created by the new traffic corridor and relocated bridge. After other sites are landscaped, Creviere Commons could be occupied by a new downtown structure.

III. Economic Feasibility Study

Projected Income by Project

The projected timeframe for project increment is shown on Table 3. This timeframe is based on construction or renovation occurring in the previous two year period, with taxable value created the year before. The year in which the project is listed for income is the year that taxes are due.

Table 3: Projected Increase in Assessed Valuation from New or Renovated Projects

Levy Year	1. Block 17 Mixed Use Development	3. George Street Structure	4. Façade Restoration	6.Creviere Commons Structure	New 2007 Construction	Total
2008			\$30,000		\$414,200	\$441,200
2009	6,200,000		\$30,000			\$6,230,000
2010			\$30,000			\$30,000
2011			\$30,000			\$30,000
2012		\$1,500,000				\$1,500,000
2013				\$1,000,000		\$1,000,000
Total	6,200,000	\$1,500,000	\$120,000	\$1,500,000	\$414,200	\$9,231,200

Revenue Projections

The projected income on table 3 is the basis for the tax increment on table 4. The TID No. 7 base value is \$12,824,700. The projections assume that the district will experience a slight inflationary growth of two percent per year over the life of the TIF. The tax rate (due to upcoming projects and rising school district tax rates) are assumed to increase over a five year period, followed by a steady tax rate thereafter.

A decline in the increment is the result of removing taxable structures from Block 17.

The leverage being used by TIF is to generate the construction of a 6.2 million dollar project by purchasing approximately \$844,200 worth of buildings at a cost of 1.5 million. Other projects will also assist in leveraging more tax base for downtown improvements and additional tax base.

The following revenue projections support the worth of the project, not to mention how important it is to encourage continuous improvements to the Downtown areas.

The accumulated increment of \$3,389,323 over a seventeen year period should be sufficient to support the \$1,970,000 project costs plus debt interest and the dip in tax increment revenue.

Table 4: Revenue Projections

(2007 Base value is \$12,824,700)

Levy Year	Equalized Value	2% inflation on base Value	Additions/ Deletions	Net Increment Value	Cumulative Value	*Tax Rate	**Tax Increment Revenue	Cumulative Revenue (per Year)
2007	\$12,824,700		(\$844,200)	(\$844,200)	(\$844,200)	\$20.54		\$0
2008	\$13,081,194	\$256,494		\$256,494	(\$587,706)	\$21.16		\$0
2009	\$13,342,818	\$261,624	\$441,200	\$702,824	\$115,118	\$21.79	\$2,509	\$2,509
2010	\$13,609,674	\$266,856	\$6,230,000	\$6,496,856	\$6,611,974	\$22.44	\$148,403	\$150,912
2011	\$13,881,868	\$272,193	\$30,000	\$302,193	\$6,914,168	\$23.12	\$159,841	\$310,753
2012	\$14,159,505	\$277,637	\$30,000	\$307,637	\$7,221,805	\$23.12	\$166,968	\$477,721
2013	\$14,442,695	\$283,190	\$1,500,000	\$1,783,190	\$9,004,995	\$23.12	\$208,195	\$685,917
2014	\$14,731,549	\$288,854	\$1,000,000	\$1,288,854	\$10,293,849	\$23.12	\$237,994	\$923,911
2015	\$15,026,180	\$294,631		\$294,631	\$10,588,480	\$23.12	\$244,806	\$1,168,716
2016	\$15,326,704	\$300,524		\$300,524	\$10,889,004	\$23.12	\$251,754	\$1,420,470
2017	\$15,633,238	\$306,534		\$306,534	\$11,195,538	\$23.12	\$258,841	\$1,679,311
2018	\$15,945,902	\$312,665		\$312,665	\$11,508,202	\$23.12	\$266,070	\$1,945,380
2019	\$16,264,821	\$318,918		\$318,918	\$11,827,121	\$23.12	\$273,443	\$2,218,823
2020	\$16,590,117	\$325,296		\$325,296	\$12,152,417	\$23.12	\$280,964	\$2,499,787
2021	\$16,921,919	\$331,802		\$331,802	\$12,484,219	\$23.12	\$288,635	\$2,788,422
2022	\$17,260,358	\$338,438		\$338,438	\$12,822,658	\$23.12	\$296,460	\$3,084,882
2023	\$17,605,565	\$345,207		\$345,207	\$13,167,865	\$23.12	\$304,441	\$3,389,323
			\$8,387,000				\$3,389,323	

Assumption: Conservatively, this table includes a 2% annual increase in commercial property values, and a 3% increase in the property tax rate for five years, followed by a leveling off of the tax rate over the remaining years.

*Tax rate per thousand of valuation.

**Tax Increment Revenue loss is paid back through borrowed monies.

IV. A Description of the Methods of Financing and the Time When Such Costs or Monetary Obligations Related Thereto are to be Incurred

The City of De Pere will cautiously proceed with any future borrowing, and any borrowed monies will be consistent with the City's debt service plan. The City realizes that investments in the district will occur over a period of years. Debt associated with listed projects is projected to be paid off by 2023.

The City of De Pere will utilize its ability to secure double exemption bonds secured by the City of De Pere Redevelopment Authority.

Table 5: Debt Service Cash Flow

	A	B*	C	D	E**	F	G***
Leavy Year	As of 1-Jan Balance	Loss of Tax Revenue	Project Costs	Mics. Income (Bond)	Debt Service	Tax Increment Dollars	As of 12/31 TIF Balance
2007		(\$17,340)	(\$1,640,000)	(\$1,657,340)	(\$74,580)		(\$1,731,920)
2008	(\$1,731,920)	(\$12,434)	(\$60,000)	(\$72,434)	(\$81,196)		(\$1,885,550)
2009	(\$1,883,847)		(\$30,000)	(\$30,000)	(\$86,200)	\$2,509	(\$1,997,538)
2010	(\$1,997,428)		(\$235,000)	(\$235,000)	(\$100,464)	\$148,403	(\$2,184,489)
2011	(\$2,092,764)				(\$98,302)	\$159,841	(\$2,031,225)
2012	(\$2,035,824)				(\$91,405)	\$166,968	(\$1,960,261)
2013	(\$1,969,386)				(\$88,212)	\$208,195	(\$1,849,402)
2014	(\$1,860,909)				(\$83,223)	\$237,994	(\$1,706,138)
2015	(\$1,719,254)				(\$76,776)	\$244,806	(\$1,551,225)
2016	(\$1,559,557)				(\$69,805)	\$251,754	(\$1,377,608)
2017	(\$1,390,863)				(\$61,992)	\$258,841	(\$1,194,015)
2018	(\$1,207,650)				(\$53,731)	\$266,070	(\$995,311)
2019	(\$1,009,116)				(\$44,789)	\$273,443	(\$780,462)
2020	(\$794,431)				(\$35,121)	\$280,964	(\$548,588)
2021	(\$562,723)				(\$24,686)	\$288,635	(\$298,774)
2022	(\$313,080)				(\$13,445)	\$296,460	(\$30,065)
2023	(\$44,544)				(\$1,353)	\$304,441	\$258,544
Total		(\$29,773)	(\$1,965,000)	(\$1,993,184)	(\$1,085,280)	\$3,389,323	

* Lost tax revenue, due to a drop in the base year value, would be made up in borrowed monies.

**Debt Service is based on an interest rate of 4.5% times accumulated debt and project costs in the first four years. Annual debt service is then added to accumulated debt each year.

***Column G is the result of adding columns A, D and E together, and subtracting column F.

Legal Description: District No. 7

Commencing from a point where the centerline of Broadway Street intersects the centerline of Merrill Street, also being the point of beginning, thence N01°-31'-11"E, 426.79 feet along the centerline of Broadway Street to a point which intersects the centerline of Lewis Street; thence S89°-42'-28"E, 360.89 feet along the centerline of Lewis Street; thence N00°-37'-49"E, 30.00 feet to a point where the northerly right of way line of Lewis Street intersects the easterly right of way line of Wisconsin Street; thence N00°-38'-06"E along said east line, 360.54 feet to a point where said line intersects with the southerly right of way line of Charles Street; thence N00°-38'-06"E, 60.00 feet to the north right of way line of Charles Street; continuing N00°-38'-06"E, 250.27 feet; thence S89°-24'-19"E, 134.11 feet; thence N00°-38'-03"E, 110.20 feet; thence S89°-24'-47"E, 120.11 feet to the westerly right of way line of Michigan Street; thence S89°-24'-47"E, 60.00 feet to the easterly right of way line of Michigan Street; thence S00°-38'-00"W, 60.11 feet along said west line; thence S89°-24'-33"E, 120.09 feet; thence N82°-27'-42"E, 14.14 feet; thence S89°-24'-33"E, 120.09 feet to a point that intersects with the westerly right of way line of Superior Street; thence S87°-27'-31"E, 60.03 feet to the easterly right of way line of Superior Street; thence N00°-38'-08"E, 120.31 feet along said east line to a point that intersects with the southerly right of way line of George Street; thence S89°-25'-02"E, 254.19 feet along said south line to the intersection with the westerly right of way line of Huron Street; thence S00°-38'-15"W along said west line, 120.34 feet; thence S89°-27'-03"E, 60.00 feet to the easterly right of way line of Huron Street; thence S89°-24'-33"E, 254.18 feet to the westerly right of way line of Erie Street; continuing S89°-24'-33"E, 60.00 feet to the easterly right of way line of Erie Street; thence S00°-38'-22"W, 60.18 feet along said east line; thence S89°-24'-19"E, 120.05 feet; thence N00°-38'-25"E, 60.18 feet; thence S89°-24'-33"E, 134.05 feet to the westerly right of way line of Ontario Street; continuing S89°-24'-33"E, 60.00 feet to the easterly right of way line of Ontario Street; thence N00°-38'-29"E, 60.20 feet along said east line; thence S89°-27'-23"E, 254.92 feet to the westerly right of way line of Winnebago Street; continuing S89°-27'-23"E, 60.00 feet to the easterly right of way line of Winnebago Street; thence N00°-37'-47"E, 180.26 feet; thence N89°-28'-02"W, 60.01 feet to the westerly right of way line of Winnebago Street; continuing N89°-28'-02"W, 254.88 feet to the easterly right of way line of Ontario Street; thence N89°-17'-50"W, 60.00 feet to the westerly right of way line of Ontario Street; thence N89°-24'-37"W, 254.12 feet to the easterly right of way line of Erie Street; thence N00°-38'-22"E, 60.16 feet along said east line; thence N89°-24'-13"W, 60.00 feet to the westerly right of way line of Erie Street; continuing N89°-24'-13"W, 882.57 feet to the easterly right of way line of Michigan Street; thence S89°-20'-00"W, 29.39 feet; thence S01°-02'-14"W, 119.03 feet; thence S88°-54'-47"W, 29.79 feet to a point where the westerly right of way line of Michigan Street intersects the northerly right of way line of George Street; thence N89°-25'-02"W, 80.11 feet along the northerly right of way line of George Street; thence N00°-38'-03"E, 11.00 feet; thence N89°-25'-02"W, 160.09 feet; thence S82°-09'-41"W, 74.83 feet to a point where the westerly right of way line of Wisconsin Street intersects the northerly right of way line of George Street; thence N89°-24'-59"W along the northerly right of way line of George Street, 120.76 feet; thence N00°-37'-00"E, 17.50 feet; thence N89°-24'-47"W, 14.00 feet; thence N00°-37'-00"E, 72.98 feet; thence N89°-24'-17"W, 30.00 feet; thence N00°-37'-00"E, 10.05 feet; thence N89°-24'-13"W, 90.76 feet to the easterly right of way line of Broadway Street; thence S00°-35'-34"W, 40.22 feet along said east line; thence N89°-24'-34"W, 80.00 feet to a point where the westerly right of way line of Broadway Street intersects with the northerly right of way line of George Street; thence continuing N89°-24'-34"W along the northerly right of way line of George Street, 120.09 feet; thence continuing N89°-24'-43"W, 14.00 feet; thence N89°-24'-10"W, 112.15 feet along said north line to the easterly right of way line of Front Street; thence N01°-53'-14"W, 167.51 feet; thence N00°-26'-45"E, 194.50 feet to the northerly right of way line of James Street; thence N89°-44'-05"W, 148.34 feet; thence N89°-05'-40"W, 274.40 feet along said north line of James Street to the intersection of the low water mark of the east shore of the Fox River; thence meandering in a southerly direction along the low water mark of the east shore of the Fox River to a point that intersects with the intersection of the projected centerline of Merrill Street; thence S63°-34'-33"E, 190.94 feet along the projected centerline of Merrill Street to the centerline of Broadway Street and the point of beginning.

Said parcel contains 27.1 acres or 1,181,959 square feet, more or less.

VI. Plan Implementation

It is anticipated that improvements will be made during the life of the TID. A reasonable and orderly sequence is outlined in this plan. Public debt and expenditures will be made at the pace of private development interest to ensure that an increment is sufficient to cover expenses.

The order in which public improvements are made should be adjusted in accordance with development and execution of development agreements. The City reserves the right to alter the implementation of this plan to accomplish this objective.

VII. Existing Land Use

The existing land uses in TID No. 7 are predominantly downtown mixed uses. At least fifty percent of the buildings and property meet the statutory definition of “blighted area” as described in Wisconsin Statutes s.s. 66.1105(2)(a), based on the following conditions:

1. Most of the structures in TID No. 7 are over fifty years old, and meet the “blighted area” criteria for “dilapidation, deterioration, age, or obsolescence.”
2. Almost all of the buildings were constructed with common walls, which make them susceptible to a spreading fire in an adjacent building.
3. Being built immediately abutting each other hinders adequate ventilation, light, air and open space.
4. These structures would not pass current building code standards, but are allowed to continue under “grandfather” regulations.
5. Vacant “store fronts” qualifies as a “blighting influence” on the area.
6. Private party development of prime downtown locations due to owner/renter-occupied structures under multiple ownership is highly unlikely.
7. Vacant and underutilized land parcels have a “blighting” affect on neighboring parcels.
8. Environmentally contaminated sites exist, which discourages redevelopment.

VIII. Nonproject Costs

The City of De Pere does not anticipate incurring any nonproject costs.

IX. Existing Land Uses: Map #1

X. Blighted Properties Map #2

XI. Proposed Boundary and Project Improvements: Map No. 3

XII. Proposed Relocation Plan for Displaced Persons or Businesses

The City of De Pere is anticipating relocation of businesses and residents. The City will comply with all legal requirements of State Relocation laws, including taking the following steps and actions:

1. Before negotiations begin for the acquisition of property or easements, all property owners will be provided an informational pamphlet prepared by the Wisconsin Department of Administration (DOA), and if any person is to be displaced as a result of the acquisition, they will be given a pamphlet on "Relocation Benefits" as prepared by the DOA.
2. The City will provide each owner a full narrative appraisal, a map showing the owners of all property affected by the proposed project and a list of all neighboring landowners to whom offers are being made.
3. The City will file a relocation plan with DOA and shall keep records as required in Wisconsin Statutes 32.27.

XIII. Proposed Changes in Zoning Ordinances

The zoning in Block 17 (between City Hall block and Charles Street) would need to be changed to a Planned Development District to permit a mixed use development.

XIV. Proposed Changes in Master Plan, Building Codes and City Ordinances

This project plan is consistent with the City's Comprehensive Plan dated October 5, 2004. There are no proposed changes to the building codes or other City ordinances for the implementation of this project plan.

XV. Orderly Development of the City

TID No. 7 will generate interest to rehabilitate and add new structures to properties in the district area, which will assist in the orderly redevelopment of the inner core of the City of De Pere.

XVI. Opinion of City Attorney, i.e. Compliance with Wisconsin State Statutes, Section 66.1105

Attachment: Draft TID 7 Project Plan Amendment (2658 : Resolution #14-104, Approving the Amended Project Plan and Base Value

Appendix #1

City Council Resolution

City of De Pere, Wisconsin

A Resolution Creating, Describing and Making Certain Findings

and Approving Project Plan for the

Tax Incremental District No. 7

WHEREAS, the overall development of the City of De Pere is recognized as a major need of the City; and

WHEREAS, the City of De Pere desires to create Tax Incremental District No. 7, in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law"), in order to provide a viable method of financing the costs of needed public improvements within said district and thereby create incentives and opportunities for appropriate private development, and enhancement of the east downtown area, which will contribute to the overall development of the City; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission on _____, 2006 held a public hearing concerning the proposed creation of Tax Incremental District No. 7, and proposed project plan thereof in the City of De Pere, wherein interested parties were afforded a reasonable opportunity to express their views; and

WHEREAS, prior to its publication, a copy of the notice of said hearing was sent to the chief executive officers of Brown County, the Northeast Wisconsin Technical College (the other entities having the power to levy taxes on property located within the proposed district) and the Board of Education of the De Pere Unified School District (the school district which includes property located within the proposed district), in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the proposed Description of Tax Incremental District No. 7, and recommended to the City Council that it create Tax Incremental District No. 7 within the area enclosed by said boundaries, as specified in the boundary description in the Project Plan entitled "Tax Incremental District No. 7", and

WHEREAS, the City of De Pere Plan Commission has prepared and adopted a project plan for Tax Incremental District No. 7, and

WHEREAS, the City of De Pere Plan Commission has submitted such plan to the City Council and recommended approval thereof, and

WHEREAS, the City Council hereby approves such project plan and finds the plan feasible and in conformity with the City of De Pere Comprehensive Plan;

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

1. Pursuant to the Tax Increment Law, there is hereby created in the City of De Pere a tax incremental district to be known as "Tax Incremental District No. 7, City of De Pere", the boundaries of which shall be those recommended to the City Council as described and shown in the Project Plan.
2. The City Council hereby finds and declares that:
 - (a) Not less than 50% by area of the real property within the said tax incremental district is a blighted area, in need of rehabilitation or conservation work within the meaning of Section 66.1105 (2m)(b) of the Wisconsin Statutes; and
 - (b) The improvement of such area is likely to enhance the value of all of the other real property in said tax incremental district; and
 - (c) The aggregate value of equalized taxable property of the said tax incremental district plus the value increment of all existing districts within the City does not exceed 12% of the total value of equalized taxable property within the City of De Pere; and
 - (d) The project costs are intended to eliminate blight, directly serve to rehabilitate or conserve the area, and improvements made will enhance significantly the value of substantially all of the other real property in the District.

The City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2006, pursuant to the provisions of Section 66.1105(5)(b) of the Wisconsin Statutes.

The City Assessor is hereby authorized and directed to identify, upon the assessment roll returned and examined under Section 60.45 of the Wisconsin Statutes, those parcels of property which are within Tax Incremental District No. 7, specifying thereon the name of the said tax incremental district, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes, pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes.

Adopted this _____ day of _____, 2007

Michael Walsh
Mayor

Attest:

Charlene Peterson/City Clerk

Appendix No. 2

Plan Commission Resolution ____-2006

Recommending Approval of the Project Plan and Boundary No. 7 to Tax Increment District No. 7, City of De Pere, Wisconsin

WHEREAS, the City of De Pere is proposing Tax Increment District No. 7 for the purpose of promoting downtown redevelopment, and;

WHEREAS, the Project Plan will provide opportunities for reinvestment and economic development, and;

WHEREAS, it is desirable and in the best interest of the City to adopt the project plan, which will create additional redevelopment opportunities within and in proximity to TID No. 7, and;

WHEREAS, on _____, 2006, the De Pere Plan Commission held a duly noticed public hearing at which interested parties were afforded a reasonable opportunity to express their views on the proposed TID No. 7 Project Plan and boundary.

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. Pursuant to Section 66.1105(4)(h) of the Wisconsin Statutes the Plan Commission recommends the project plan and boundary of the proposed TID No. 7 for the purpose of promoting redevelopment within and outside the district. Implementation of the plan will require expenditures relating to redevelopment, streetscaping, open space enhancements, facade restorations,

Section 2. The project plan contemplates expenditures for a street and utilities and related improvements outside of the district that are necessitated by the project plan for the district pursuant to Wis. Stat. 66.1105(2)(i) and 66.1105(2)(j).

Section 3. Such project plan expenditures are necessary to promote the development of the proposed TID No. 7 and adjoining lands.

Section 4. The De Pere Plan Commission finds that the project plan and TID No. 7 boundary is feasible and is in conformance with the Comprehensive Plan for the city, adopted October 5, 2004.

Section 5. The De Pere Plan Commission recommends Common Council approval and adoption of the Project Plan and Boundary for Tax Increment District No. 7.

Adopted: _____

Michael Walsh
Mayor

Attest _____
Charlene Peterson/City Clerk

Properties in TID No. 7

Base Property Value for January 1, 2007 (based on 2006 assessed values)

Tax Key Number (ED)	Address	Assessed Valuation
287	Wells Park	City Owned
588	1021 George Street	\$92,900
589	1003 George Street	\$98,500
596	1018 George Street	\$71,100
660	1002 George Street	\$158,200
716	Southwest corner of James & Front Street	City Owned
719	Wells Park	City Owned
783	100-102 S. Broadway Street	\$600,000
784	106 S. Broadway Street	\$210,100
785	114-116 S. Broadway Street	\$648,200
788	118 S. Broadway Street	\$154,300
788-1	Parking Lot	City Owned
789	126 S. Broadway Street	\$56,400
790	132 S. Broadway Street	\$527,400
793	Parking Lot W. of Storefronts	City Owned
794	Parking Lot W. of Storefronts	City Owned
796	Parking Lot W. of Storefronts	City Owned
798	302 George Street	\$314,300
799	210 S. Broadway St.	City Owned
801	Wells Park	City Owned
805	412 Charles Street (Doctor's Office)	City Owned
806	208 S. Wisconsin Street (Parking Lot)	City Owned
807	212 S. Wisconsin Street	\$32,500
808	222 S. Wisconsin Street (rental)	\$77,700
809	230 S. Wisconsin Street	\$99,400
810	232 S. Wisconsin Street	\$110,000
811	229 S. Broadway Street	\$269,700
812	221 S. Broadway Street	\$254,900
814	205 S. Broadway Street	City Owned
816	416 George Street	\$412,200
818	Parking lot fronting Wisconsin Street	City Owned
821	413 Charles Street -church	Tax Exempt
821-1	132 S. Wisconsin Street (Jeweler's store)	City Owned
823	135 S. Broadway Street	\$489,300
824	125 S. Broadway Street	\$434,300
825	129 S. Broadway Street	\$185,200
826	121 S. Broadway Street	\$192,100
827	123 S. Broadway Street	\$183,300

828	113 S. Broadway Street	\$169,900
829	115 S. Broadway Street	\$292,700
831	107 S. Broadway Street	\$280,000
833	101 S. Broadway Street	\$218,900
833-1	Parking Lot fronting George Street	City Owned
844	102 N. Broadway Street	City Owned
907	522 George Street	\$299,500
918	502 George Street	\$398,600
949	620 George Street	\$392,100
949-1	614 George Street	\$413,800
960	610 George Street	\$93,600
961	600 George Street	\$361,200
966	623 George Street	\$378,000
967	617 George Street	\$160,100
968-1	611 George Street	\$105,800
968-2	No address	\$400
968-3	609 George Street	\$142,100
969	108 N. Michigan Street	\$156,700
1006	109 N. Huron Street	\$76,500
1007	715 George Street	\$54,200
1008	701 George Street	\$279,700
1048	820 George Street	\$307,500
1058	802 George Street	\$397,700
1058-1	No Address	\$32,400
1065	109 N. Erie Street	\$47,400
1066	821 George Street	\$393,700
1067	805 George Street	\$373,700
1088	921 George Street (house gone, office building u/c)	\$35,200
1089	905 George Street	\$292,300
1094	920 George Street	\$81,600
1095	914 George Street	\$313,600
1103	115 S. Erie Street (new office bldg-partial assess.)	\$233,700
1104	908 George Street	\$181,200
1105	103 S. Erie Street	\$188,900
Total		\$12,824,700

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

MEETING DATE: September 16, 2014

DEPARTMENT: Plan Commission

FROM: Ken Pabich

SUBJECT: Resolution #14-105, Approving the Amended Project Plan for Tax Incremental Financing District #7, City of De Pere.

ATTACHMENTS:

- Reso14-105 (DOCX)
- Resolution PC14-02 (PDF)
- Draft TID 7 Project Plan Amendment (PDF)

RESOLUTION #14-105

APPROVING THE AMENDED PROJECT PLAN FOR
TAX INCREMENTAL FINANCING DISTRICT #7, CITY OF DE PERE

WHEREAS, pursuant to the direction of the Common Council and with its advice and consent, the Plan Commission of the City of De Pere has taken all steps required by Wis. Stats. §66.1105(4)(h), for amendment of the project plan for Tax Incremental Financing District #7 (TID #7) as provided in Resolution # PC14-02 of the Plan Commission Recommending the Adoption of the Amended Project Plan for Tax Incremental Financing District #7, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in accordance with the recitations and findings in the above referenced Resolution of the Plan Commission, and the Common Council being aware of all proceedings of the Plan Commission in regard to the amendment of TID #7, including the public hearing held thereon on September 16, 2014 at 6:30 p.m. the Common Council wishes to adopt this resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council, pursuant to Wis. Stats. §66.105(4)(h), hereby adopts and approves the Amended Project Plan for Tax Incremental Financing District #7, a copy of which is attached to Resolution #PC14-02 (Exhibit A) and incorporated herein as if fully set forth, subject to such technical changes to said plan amendment as deemed necessary by the City Attorney. The Common Council specifically finds the amended plan is feasible and in conformity with the Master Plan of the City of De Pere (the City of De Pere Comprehensive Plan of 2010) and further specifically finding that such development as described in such amended plan would not occur without the creation of TID #7.

BE IT FURTHER RESOLVED THAT:

The Director of Planning and Economic Development is authorized and directed to take all actions reasonably necessary to transmit to the Joint Review Board the public records, planning documents, and this resolution with all deliberate haste.

BE IT FURTHER RESOLVED THAT:

The Director of Planning and Economic Development is authorized and directed to schedule a meeting of the Joint Review Board not less than 10 days nor more than 30 days after their receipt of this resolution for the purpose of considering the approval of this resolution and the Amendment of the Project Plan for TID #7, City of De Pere.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of September, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

PLAN COMMISSION
RESOLUTION #PC14-02

RECOMMENDING THE ADOPTION OF THE AMENDED PROJECT PLAN
FOR TAX INCREMENTAL FINANCING DISTRICT #7

WHEREAS, a proposed amended project plan for Tax Incremental Financing District #7 (TID #7) was filed with the City Clerk-Treasurer's office and made available for inspection on weekdays between the hours of 8:00 a.m. and 4:30 p.m., and made available to any person requesting a copy thereof; and

WHEREAS, a copy of the public notice regarding such amendment has been sent by first class mail to the chief executive officers or administrators of any local governmental entities having the power to levy taxes on property within the district and to the school board of any school district which includes property located within the district, and by Class II publication in the Green Bay Press Gazette, the official newspaper of the City of De Pere; and

WHEREAS, at the above referenced hearing scheduled at the City Hall Council Chambers on September 16, 2014 at 6:30 p.m., the Plan Commission heard all interested parties, their agents and attorneys regarding the plan amendment for said District and determined that the proposed amendment to the project plan is in conformity with the City's Comprehensive Plan and is in the best interests of the City in order to foster logical and economical development in that part of the City;

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Plan Commission of the City of De Pere, Wisconsin, that:

The Plan Commission of the City of De Pere hereby adopts and recommends to the Common Council adoption of the project plan amendment for TID #7, City of De Pere, a copy of which is annexed hereto and incorporated herein as if fully set forth, subject to such technical changes to said plan amendment as deemed necessary by the City Attorney.

Resolution #PC14-02
Page 2 of 2

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 16th day of
September, 2014.

APPROVED:

Michael J. Walsh, Mayor
Plan Commission Chair

Ayes: _____

Nays: _____

Attachment: Resolution PC14-02 (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

City of De Pere, Wisconsin

Draft Amendment to

Tax Increment Financing Plan

for

Tax Incremental Financing District No. 7

Recommended by the City Plan Commission

Expected: September 16, 2014

Adopted by the Common Council

Expected: September 16, 2014

Adopted by Joint Review Board

Expected: September 23, 2014

Prepared by:

SPRINGSTED INCORPORATED
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887
(651) 223-3000
WWW.SPRINGSTED.COM

EXECUTIVE SUMMARY

The purpose of the Amendment to the Project Plan is twofold:

1. To act on the statutory authority of redetermination of base values in Tax Incremental Districts as a result of a 'decrement' situation being created in which there was a decline in current value of TID property in the district that is greater than 10% for two consecutive years. The City has determined Tax Incremental Financing District No. 7 has experienced a decrement situation resulting from declining values and is eligible to receive a redetermination of base value. Pursuant to Wis. Stats. sec. 66.1105(5)(i)4. the City is electing option 4 in which all project costs are anticipated to be financed within 90% of the District's remaining life.
2. Project Plan Amendment to modify the estimated project costs, projected revenues and economic feasibility study of the District.

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Section I**Project Plan Amendment: Base Value Redetermination****Section A Introductions**

Under current tax incremental financing law, a city, village or, in certain circumstances, town, may create a tax incremental district (TID) in order to foster development of the area to be included in the TID. Generally, as part of the process of creating a TID, the Department of Revenue (DOR) will calculate a base value for the TID. Typically, during the TID's lifespan, property values of the property in the TID will rise above the base value, and the portion of taxes collected on the increase in property values will be used to pay back the project costs of the TID. Under current law, DOR may redetermine a TID's base value if the TID project plan is amended to add or subtract territory from the TID, which may occur up to four times during the lifespan of a TID.

2013 Wisconsin Act 183 addresses the situation where property values of the property in a TID do not rise, as expected, but instead fall. Under the Act, a municipality may, subject to joint review board approval, request that DOR redetermine the base value of a TID that is in a 'decrement situation' that continues for at least two consecutive years. The Act defines 'decrement situation' as a decline in current value of TID property of at least 10% compared to the current base value of the TID. The Act specifies that a municipality may request redetermination of the base value of a TID in a decrement situation once during the lifespan of the TID, and DOR may, generally impose a fee of \$1,000 for the redetermination. Additionally, prior to redetermination by DOR, the municipality must complete a financial analysis of the TID, and must amend the Project Plan to satisfy at least one of the following requirements:

Option #3 (sec. 66.1105(5)(i)3.)

With regard to the total value of public infrastructure improvements in the district that occurs after joint review board approval, that at least 51% of the value of the improvements must be financed by a private developer or other private entity in return for the municipality's agreement to repay those costs solely through the payment of cash grants, and that cash grants must be paid via a development agreement with the municipality.

Option #4 (sec. 66.1105(5)(i)4.)

That all project costs are expected to be paid within 90% of the TID's remaining life.

Option #3 (sec. 66.1105(5)(i)5.)

That expenditures may be made only within the first half of the TID's remaining life, unless approved by unanimous vote of the joint review board, and subject to the generally applicable limitations or the timing of expenditures under the TIF law.

Section B Base Value Redetermination

Pursuant to the options outlined above regarding base value redetermination, the City elects **Option #4** (sec. 66.1105(5)(i)4.) as show below:

	2013		2014	
	Current Value	Value Increment	Current Value	Value Increment
TIF Value per DOR	12,418,500	(2,589,400)	12,056,000	(2,951,900)
Estimated Decrement %	-20.85%		-24.48%	
<i>(greater than 10%, as required by 2013 Wisconsin Act 183)</i>				

Section II**Project Plan Amendment: Estimated Project Costs, Projected Revenues and Economic Feasibility Study****Section A Introductions**

Wisconsin's Tax Incremental Law was created to help cities and villages rehabilitate blighted areas and improve or develop industrial sites. In creating Wisconsin's Tax Incremental Law, the State Legislature expressed its concern that cities and villages had neither the incentive nor the financial resources necessary to carry out projects that benefited not only the city or village, but all jurisdictions which share in the tax base.

The Tax Incremental Law gives cities and villages the authority, under certain conditions, to designate a specific area within its boundaries as a Tax Incremental Financing District and requires them to prepare a plan to develop or redevelop the District. Cities or villages may use all increased property taxes generated by the increased property value generated by such development or redevelopment to pay for eligible costs, which they incur to improve the District. This law assumes that all governmental units that tax properties within the District will eventually benefit from the increased value which will be generated. The municipality that created the District is allowed to retain the increased taxes generated during the existence of the District to pay for the costs of the public improvements.

State Statute places certain limitations on the creation of Tax Incremental Financing Districts. Only whole parcels of property that are assessed for general property tax purposes and which are contiguous can be included within a District. In addition, at least fifty percent (50%) of the real property in a District must meet at least one of the following criteria:

1. It is a blighted area;
2. It is an area in need of conservation or rehabilitation work;
3. It is an area suitable for industrial sites and has been zoned for industrial use; or
4. It is an area suitable for mixed-use development.

It also must be found that:

1. The improvement of the area is likely to enhance significantly the value of substantially all the other real property in the District;
2. The project costs relate directly to eliminating blight, directly serve to rehabilitate or conserve the area or directly serve to promote industrial and/or mixed use development; and
3. The equalized value of taxable property of the District plus the value increment of all existing Districts does not exceed 12 percent of the total equalized value of taxable property within the City.

Before a Tax Incremental Financing District can be created, a Joint Review Board, which is comprised of representatives of the authorities having the power to levy taxes in the District and one public member, must approve the municipality's action relative to the creation of the District.

A Tax Incremental Financing District shall terminate when the earlier of the following occurs:

1. That time when the City or Village has received aggregate tax increments with respect to such District in an amount equal to the aggregate of all project costs under the Project Plan and any amendments to the Project Plan for such District.
2. Twenty-seven years after the District is created for blighted and in need of Rehabilitation or Conservation work.
3. The local legislative body, by resolution, dissolves the District, at which time the City or Village shall become liable for all unpaid project costs actually incurred, except this paragraph does not make the City or Village liable for any tax incremental bonds or notes issued.

Tax Increment District No. 7 was created in 2007 following this requirements and it was designated as a blighted area in the project plan. The Project Plan Amendment for Tax Incremental Financing District No. 7, "the District," in

the City of De Pere has been prepared in compliance with s. 66.1105(4), Wisconsin Statutes. TID No. 7 is defined by the boundary shown on Map 1 found on Page 12. Pursuant to s. 66.1105(4)(f), the Project Plan shall include:

- A statement listing the kind, number and location of all proposed public works or improvements within the district;
- an economic feasibility study;
- a detailed list of estimated project costs;
- a description of the methods of financing all estimated project costs;
- the time when the related costs or monetary obligations are to be incurred;
- a map showing existing uses and condition of real property in the district;
- a map showing proposed improvements and uses in the district;
- proposed changes of zoning ordinances, master plan, if any, maps, building codes and city ordinances;
- a list of estimated non-project costs;
- a statement of the proposed method for the relocation of any persons to be displaced;
- an indication as to how creation of the tax incremental district promotes the orderly development of the city/village;
- an analysis of the overlying taxing districts;
- a map showing the district boundaries; and
- an opinion of the village attorney advising whether the plan is complete and complies with s. 66.1105(4)(f), Wisconsin Statutes.

Section B Statement Listing the Kind, Number, and Location of All Proposed Public Works or Improvements Within and Outside of the District

The public works and improvement activities located within Tax Incremental Financing District No. 7 pursuant to the Project Plan Amendment are listed on Table I found on page 4, which provides a listing of all District activities; and Map 3 on Page 14, which shows the location of the proposed project costs, public works and improvements. The estimated project costs shall be refined as future development occurs and specific project activities are undertaken. Some public improvements may occur off-site, but are necessary expenditures in terms of benefiting the TIF District. Project costs incurred for territory that is located within a one-half mile radius of the district's boundaries may also be financed by the district. Any economic incentives granted will be consistent with the TIF statutory requirements.

A. Capital Costs for Development of the TID:

Capital costs most often include projects located within the boundaries of the District. Infrastructure costs for projects located outside of the District, benefiting or necessary for the development within the District may also be eligible District project costs (must be within one-half mile radius of the district). Such costs must be shared in a reasonable manner relating to the amount of benefit to the District. Infrastructure costs may include:

1. Land acquisition, relocation, and building demolition to facilitate development or redevelopment within the District.
2. Street construction or reconstruction, installation/upgrading of sanitary sewer, water, and storm water infrastructure to facilitate development or redevelopment.
3. Installation or improvements to other utilities including electric, natural gas, telecommunications, cable TV, fiber optic, etc.
4. Construction of sidewalks, trails and other related improvements to facilitate pedestrian travel in and around the District.
5. Installation/construction of landscaping improvements, streetscaping, and wayfinding.

B. Administrative Costs:

Administrative costs may include, but are not limited to, a portion of City staff time, consultants and others directly involved with planning and administering of the District over the statutory expenditure period.

C. Organization Costs:

Organization costs may include, but are not limited to, financial consultant fees, attorneys, engineers, planners, economic or environmental feasibility studies, traffic studies, preparation of this Project Plan, financial projections, preliminary engineering to determine project costs, maps, legal services, and other payments made which are necessary or convenient to the District.

D. Financing Costs:

Financing costs include interest, finance fees, bond discounts, bond redemption premiums, bond legal opinions, bond fees, ratings, capitalized interest, bond insurance and other expenses related to financing.

The previous activities shall provide necessary facilities and incentives that should enable and encourage development and redevelopment within the District. A detailed list of estimated project costs, including anticipated year of installation, is included in Table I.

TID NUMBER 7 - TABLE I
Proposed Project Costs, Public Works and Improvements
Amendment Only

	Total	Year			
	Costs	2014	2015	2016	2017-2031
CAPITAL COSTS					
City Dam	280,000				280,000
Wells Park	500,000				500,000
Bridge Approach	2,000,000				2,000,000
Pedestrian Improvements	100,000				100,000
Fox River Trail Improvements	100,000				100,000
Alley Improvements	200,000				200,000
Parking Lots Reconstruction	200,000				200,000
½ Mile Improvements	200,000				200,000
Subtotal	3,500,000	0	0	0	3,500,000
PRIVATE COSTS					
Façade Grants	20,000			20,000	
S Broadway Dev Grant	900,000				900,000
Creiver Common Dev Grant	150,000				150,000
Wells Site Dev Grant	300,000				300,000
Front Street Dev Grant	1,500,000				1,500,000
Future Project A	150,000				150,000
Future Project B	150,000				150,000
Future Project C	150,000				150,000
Future Project D	150,000				150,000
Subtotal	3,470,000	0	0	20,000	3,450,000
ADMINISTRATIVE COSTS					
	756,000	42,000	42,000	42,000	630,000

	Total	Year			
	Costs	2014	2015	2016	2017-2031
FINANCING COSTS					
Bond issuance costs	70,000				70,000
Bond interest costs	912,460				912,460
Subtotal	982,460	0	0	0	982,460
TOTAL	8,708,460	42,000	42,000	62,000	8,562,460

Subject to change based on final financing plan for individual projects. The City reserves the right to adjust the total amount financed for certain identified eligible projects contained within this Project Plan.

Section C Local Action

Before a Tax Incremental Financing District Plan can be modified, the City Plan Commission must hold a public hearing(s) on the proposed Project Plan Amendment for the District. After the public hearing, the City Plan Commission must submit the recommended Tax Incremental Financing District Project Plan Amendment to the local legislative body for action if it desires to modify the District. Before adopting such resolution, the local legislative body may amend the Project Plan. The Public Hearing for the District Amendment has been scheduled for the Plan Commission on September 16, 2014. Notice of the Public Hearing is to be published in the De Pere News on August 26, 2014 and September 2, 2014. The resolution approving the District Amendment shall be introduced to the Common Council for approval on September 16, 2014.

State Statutes require the City seeking to modify a Tax Incremental Financing District convene a Joint Review Board (JRB) to review the proposal. The first meeting of the JRB must be held within fourteen days after the Notice of the above-referenced hearing(s) is published. For any Tax Incremental Financing Districts proposed by the City of De Pere, the membership of the Joint Review Board shall consist of a representative chosen by the City, a representative chosen by the County, a representative chosen by the Technical College District, a representative chosen by the School District, and one public member. The public member and the chair of the JRB must be selected by a majority vote of the other JRB members. It is the responsibility of the JRB to review the public record, planning documents and the resolution passed by the local legislative body creating the District, and to either approve or not approve such resolution based on certain criteria by a majority vote after receiving the resolution. The first meeting of the JRB is scheduled for September 9, 2014, with the final meeting to act on the Common Council's resolution anticipated for Tuesday, September 16, 2014.

Capacity to Create Tax Incremental Districts

In 2004 the State Legislature amended the Tax Incremental Financing Law to allow up to 12% of the total equalized value of taxable property within the City be included within Tax Incremental Districts. The City of De Pere's 2014 total equalized value is 1,834,327,100. The City can include up to twelve percent (12%) of the total equalized value of the community in existing and new tax incremental finance districts. 12% of the City's equalized value is \$220,119,252.

The City has 6 outstanding Tax Incremental Districts with \$126,732,700 of equalized value. This district is expected to include the addition of approximately \$37,316,900 of incremental value. Therefore, this district can be created within the 12% capacity limit enacted by statute. The Department of Revenue will certify the values in the proposed tax incremental district to confirm compliance with this requirement.

The City should carefully monitor the annual growth within this district and existing districts, as well as the capacity to create additional districts.

Section D General Description of Tax Incremental District Number 7

The purpose of Tax Incremental Financing District Number 7 is primarily to assist expansion of the tax base by providing public improvements, land acquisition, and consolidations; to promote development opportunities; stimulate private investment; and enhance the appearance of the downtown and the George Street corridor.

The City Comprehensive Plan states “the City should consider ways of supporting and encouraging redevelopment...” and “Redevelopment of the downtown business districts are recommended and encouraged to stabilize the boundaries and maintain viable downtown areas.” The District will create the incentives that will advance the health and vitality of the east downtown area, and stimulate more tax base that otherwise would not have happened.

The boundaries of the District are described in the next section and as legally described in Appendix A. The intent of the District is to acquire lands and install public improvements that will allow and, in fact, stimulate reinvestment by the private sector. The new investment will, in turn, increase the tax base to pay for the initial investments and provide new tax base.

Section E District Boundary

The boundaries of Tax Incremental Financing District Number 7 are shown on Map 1 on Page 12 and are further described in Appendix A and B . The proposed Plan Amendment does not change the original boundary. The District includes the properties with the identification numbers and legal descriptions as found in Appendix A and B.

Section F Economic Feasibility Study

Purpose

The purpose of this study is to determine if the projected revenues generated from the District as a result of the proposed developments can finance the costs associated with the implementation of the Project Plan.

General Development Description

This section focuses on the new development projections and corresponding incremental new value. These projections have been prepared based on assumptions provided by the City and proposed developer.

The tax increment revenue projections in this section are based on the potential development of certain buildings and/or sites to accommodate land uses. The development projections are based on information provided by the proposed developer along with an understanding of the general market conditions and feasibility within the area. These projections are summarized in Table II below.

TID NUMBER 7 – TABLE II
Projected Development

PROJECT	Value	Expected Date of Construction
De Pere Auto	10,000	2013
Walgreens & 619 George	1,726,900	2014
Façade Improvements	80,000	2015-2018
Future Redevelopments	15,500,000	2017-2021
S Broadway Redevelopment	5,000,000	2019
Crevier Common Redevelopment	800,000	2021
Bridge Site Redevelopment	5,000,000	2022
Front Street Redevelopment	8,000,000	2023
Future Project A	800,000	2024
Future Project B	800,000	2025
Future Project C	800,000	2026
Future Project D	800,000	2027
TOTAL ESTIMATED VALUE INCREMENT	39,316,900	

The City has estimated that the District Amendment will create incremental new value as shown in the table above. Any future projects with private developers may be required to enter into an assessment agreement to guarantee future values. Estimates of incremental new value of the project are based on estimated square footage and business type.

The objective of the District is to facilitate development and redevelopment of the City's downtown and surrounding area. The economic feasibility projections are based on the utilization of approximately 25 years of the allowed tax increment collection period, pursuant to the legislation that requires the remaining project costs to be financed within 90% of the remaining life of the District.

The economic feasibility analysis should be considered as a baseline projection that is annually monitored to ensure projected targets are met. The purpose of the annual monitoring is to determine that total incremental value has been achieved rather than whether a specific identified project created those increments. Future public borrowing and/or expenditures should be based on this annual review process. It is the intent of this Project Plan Amendment to maximize the potential of Tax Incremental Financing District Number 7 to accomplish the proposed public improvements identified in Table I found on Page 4.

Table II and Map 5 summarize the development assumptions that have been used in the economic feasibility analysis. These projections have been prepared based on information received from the developer and City staff. The projections in Table II include assumptions on square footage and business type that have been proposed in the preliminary site plan. Assumptions of the taxable value by type of use (i.e., industrial or commercial) are based on a review of comparable real estate values.

The incremental new value projections included in Table II are not total construction costs estimates, but are factored to equate to the anticipated equalized value to which an annual mill rate will be applied. The actual construction costs may be higher than projected value because construction costs may include soft costs not necessarily assessed by the City. Real estate valuation can also significantly fluctuate from year to year. For that reason, there should be an annual review and evaluation of the stability of the increment value prior to making annual borrowing and/or spending decisions.

In compliance with the statutory requirements of tax incremental financing, a finding has been made that the private development activities projected would "not otherwise occur without the use of tax incremental financing." It must be understood that these projected private development increments will not naturally occur without the proactive implementation of this Project Plan Amendment. The implementers of the Project Plan Amendment will need to be

aggressive in stimulating the identified private development projects. The posture cannot be to expect that private developers will have financially feasible projects without implementation of the public improvement activities identified in this Plan.

The economic feasibility analysis for Tax Incremental District Number 7 is presented in Tables I, II and III. Table III shows the projected tax increments from the District based on the development assumptions made in Table II.

TID Number 7 – TABLE III
Projected Tax Increment and Estimated Cash Flow

1-Jan	Increment Equalized Value	Inflation on base Value 2.5%	Additions/ Deletions	Cumulative Value	*Rate Calculated Based on WDOR Increment	**Tax Increment Revenue	Cumulative Revenue (per Year)
2014	(2,951,900)	(2,951,900)	10,000	(2,941,900)	23.85	0	0
2015	10,000	10,250	1,726,900	1,737,150	23.85	41,430	41,430
2016	1,737,150	1,780,579	20,000	1,800,579	23.85	42,943	84,373
2017	1,800,579	1,845,593	6,020,000	7,865,593	23.85	187,590	271,962
2018	7,865,593	8,062,233	2,020,000	10,082,233	23.85	240,455	512,418
2019	10,082,233	10,334,289	2,520,000	12,854,289	23.85	306,567	818,985
2020	12,854,289	13,175,646	5,000,000	18,175,646	23.85	433,478	1,252,463
2021	18,175,646	18,630,037	5,000,000	23,630,037	23.85	563,562	1,816,025
2022	23,630,037	24,220,788	800,000	25,020,788	23.85	596,731	2,412,756
2023	25,020,788	25,646,308	5,000,000	30,646,308	23.85	730,896	3,143,652
2024	30,646,308	31,412,466	8,000,000	39,412,466	23.85	939,964	4,083,616
2025	39,412,466	40,397,777	800,000	41,197,777	23.85	982,542	5,066,158
2026	41,197,777	42,227,722	800,000	43,027,722	23.85	1,026,185	6,092,343
2027	43,027,722	44,103,415	800,000	44,903,415	23.85	1,070,919	7,163,263
2028	44,903,415	46,026,000	800,000	46,826,000	23.85	1,116,772	8,280,035
2029	46,826,000	47,996,650	0	47,996,650	23.85	1,144,691	9,424,726
2030	47,996,650	49,196,566	0	49,196,566	23.85	1,173,309	10,598,035
2031	49,196,566	50,426,480	0	50,426,480	23.85	1,202,641	11,800,676
Total			39,316,900			11,800,676	

Tables I and III show the anticipated project costs and projected tax increment revenues for financing of the proposed public improvement project costs of the District Amendment. The City anticipates financing the proposed project costs through a combination of bonds, pay-as-you-go reimbursement and developer cash grants. Tables I and III indicate that projected tax increments are expected to be sufficient to support the project costs through the maximum term of the district.

The retirement of the District, taking into consideration the assumptions identified in Table I (Proposed Project Costs, Public Works & Improvements) and Table II (Projected Development Assumptions), is based on the property tax collection that was in place at the time of the Public Hearing held on September 16, 2014.

The future development assumptions have been based on a review of market conditions that exist at the time of drafting of the Project Plan and potential future development and redevelopment opportunities. It is expected and recommended that the City annually review the financial condition of Tax Incremental District Number 7. The economic feasibility analysis indicates that the District is feasible, provided the development assumptions have been achieved. The City should not spend at levels projected in Table I without developer agreements that guarantee repayment of expenditures or without a "risk assessment" that defines the maximum financial exposure the City finds acceptable. The City should analyze the fiscal condition of Tax Incremental Financing District Number 7 on the basis

of how well the development assumptions are being met. Decisions to continue spending annually should be based on the status of the district. The City will only finance those project costs that are financially feasible and supported by new revenues generated by the project.

TID Number 7 – TABLE III
Projected Tax Increment and Estimated Cash Flow

1-Jan	As of 1-Jan Balance	Loss of Tax Revenue	NEW TID Expenses	NEW TID Expenses Non - Bonded	Debt Service	TID DONATION or (PILOT)	Tax Increment Dollars	TIF Balance
2014	(3,558,028)	0	0	(42,000)	0	166,772	0	(\$3,433,256)
2015	(3,433,256)	0	(55,000)	(42,000)	0	166,772	41,430	(\$3,322,054)
2016	(3,322,054)	0	0	(42,000)	(93,160)	166,772	42,943	(\$3,247,500)
2017	(3,247,500)	0	0	(42,000)	(93,160)	0	187,590	(\$3,195,070)
2018	(3,195,070)	0	0	(42,000)	(93,160)	0	240,455	(\$3,089,775)
2019	(3,089,775)	0	0	(42,000)	(93,160)	0	306,567	(\$2,918,368)
2020	(2,918,368)	0	(900,000)	(42,000)	(93,160)	0	433,478	(\$3,520,050)
2021	(3,520,050)	0	(185,000)	(42,000)	(367,256)	0	563,562	(\$3,550,744)
2022	(3,550,744)	0	(150,000)	(42,000)	(367,256)	0	596,731	(\$3,513,270)
2023	(3,513,270)	0	(1,500,000)	(42,000)	(367,256)	0	730,896	(\$4,691,630)
2024	(4,691,630)	0	(150,000)	(42,000)	(367,256)	0	939,964	(\$4,310,923)
2025	(4,310,923)	0	(150,000)	(42,000)	(367,256)	0	982,542	(\$3,887,637)
2026	(3,887,637)	0	(150,000)	(42,000)	(367,256)	0	1,026,185	(\$3,420,708)
2027	(3,420,708)	0	(150,000)	(42,000)	(367,256)	0	1,070,919	(\$2,909,044)
2028	(2,909,044)	0	(150,000)	(42,000)	(367,256)	0	1,116,772	(\$2,351,529)
2029	(2,351,529)	0	0	(42,000)	(367,256)	0	1,144,691	(\$1,616,094)
2030	(1,616,094)	0	0	(42,000)	(367,256)	0	1,173,309	(\$852,041)
2031	(852,041)	0	0	(42,000)	(274,096)	0	1,202,641	\$34,504
Total		0	(3,540,000)	(756,000)	(4,412,460)	500,316	11,800,676	

Section G Financing

Financing for the proposed project will be done primarily on an upfront or pay-as-you-go basis. The City anticipates using a combination of bonds and internal loans to finance the upfront costs necessary for projects to proceed. With pay-as-you-go financing the developer finances the improvement costs upfront and is reimbursed with future tax increment revenues. TIF borrowing may be done annually or on a project-specific basis and it is not anticipated that the total amount of project costs would be considered for one borrowing. The City may also pursue grant funding to finance a portion of the project costs.

Tables I and III, which is also referenced in the Economic Feasibility Study Section, give a summary of project costs, proposed cash flow schedule, and projected tax increment revenues on an annual basis during the duration of the District pursuant to the reduced term of 25 years due to the base value redetermination (to the year 2031). Current projections indicate that all project costs of the district should be financed by tax increment revenue within the reduced term of twenty five years. The TID Project Plan Amendment has been written to enable project costs to be completed in order to encourage new development and redevelopment within the District boundaries. An annual analysis should be made to strategize financing alternatives in consideration of potential shortfalls between tax increments collected and debt service required to pay the bonds. Excess tax increments will be available to cover potential shortfalls with repayment to the City prior to retirement of the District. The City anticipates annually reviewing future expenditures and determining economic feasibility prior to authorizing additional expenditures.

The total scope of activities is estimated within the project cost estimates in Table I. Any non-tax revenues received may reduce the applicable TIF project expenditure which, in turn, will reduce the total amount of TIF project costs. This reduction will allow the City more flexibility in determining the timeframe for other project expenditures.

Section H Estimated Non-Project Costs

Non-Project costs are public works projects that may only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds. A complete listing of those costs is available in the economic feasibility analysis on page 4. There are currently not any estimated non-project costs of the district.

Section I Existing Land Uses and Conditions

Map 2, found on Page 13, has been provided to give a general description of the conditions within the area. Map 4, found on page 15, is a zoning map that generally describes the existing uses within the District. These two maps should be used in combination when studying the Project Plan.

Section J Proposed Land Use

The proposed TID will promote the orderly development within the City by reducing and/or eliminating under-utilized land uses, while remaining financially feasible for the City to replace such uses with more appropriate uses. Map 5 on Page 16 illustrates the proposed land uses within the district.

Section K Existing and Proposed Zoning

Map 4, found on Page 15, shows the TIF District boundary overlaid onto an existing zoning map.

It is anticipated that many of these zoning districts will remain with their associated parcels unless future proposed uses are in conflict with the existing zoning.

Section L Building Codes and City Ordinances

No changes are currently being anticipated in the City's Building Code or other City codes.

Section M Relocation

If acquisition would occur within Tax Incremental District Number 7 which causes displacements, the City will conform to the requirements as set forth by the Department of Commerce in the State of Wisconsin Relocation Laws. If federal funds are used in the relocation process, the federal relocation process will also be followed.

Section N Estimated Amount of Bonded Indebtedness

The purpose of TID No. 7 is to assist with the expansion of business, commerce, and potentially residential growth within the City of De Pere. The creation of this district should provide a financial resource for the City to promote orderly development by making sites suitable for development that otherwise may not be occurring, by providing new employment opportunities that would not otherwise be available, and, in general, promoting the public health, safety and general welfare. The development stimulated by the use of this TID shall increase the overall tax base of the City, increase employment, increase household income, and generally improve the quality of life in the City.

Section O Findings

- A. A minimum of 50% of the area occupied by real property within TID No. 7 was determined in 2007 to be a blighted area and in need of rehabilitation or conservation work within the meaning of Section 66.1105 (2m)(b) of the Wisconsin Statutes.
- B. The improvement of TID No. 7 is likely to significantly enhance the value of substantially all of the other real property in the district.
- C. The project costs relate directly to eliminating blight, serving to rehabilitate or conserve the area and improvements made will enhance significantly the value of substantially all of the other real property in the District.
- D. The equalized value of taxable property of TID No. 7, plus the value increment of all existing districts, does not exceed 12% of the total equalized value of taxable property within the City.

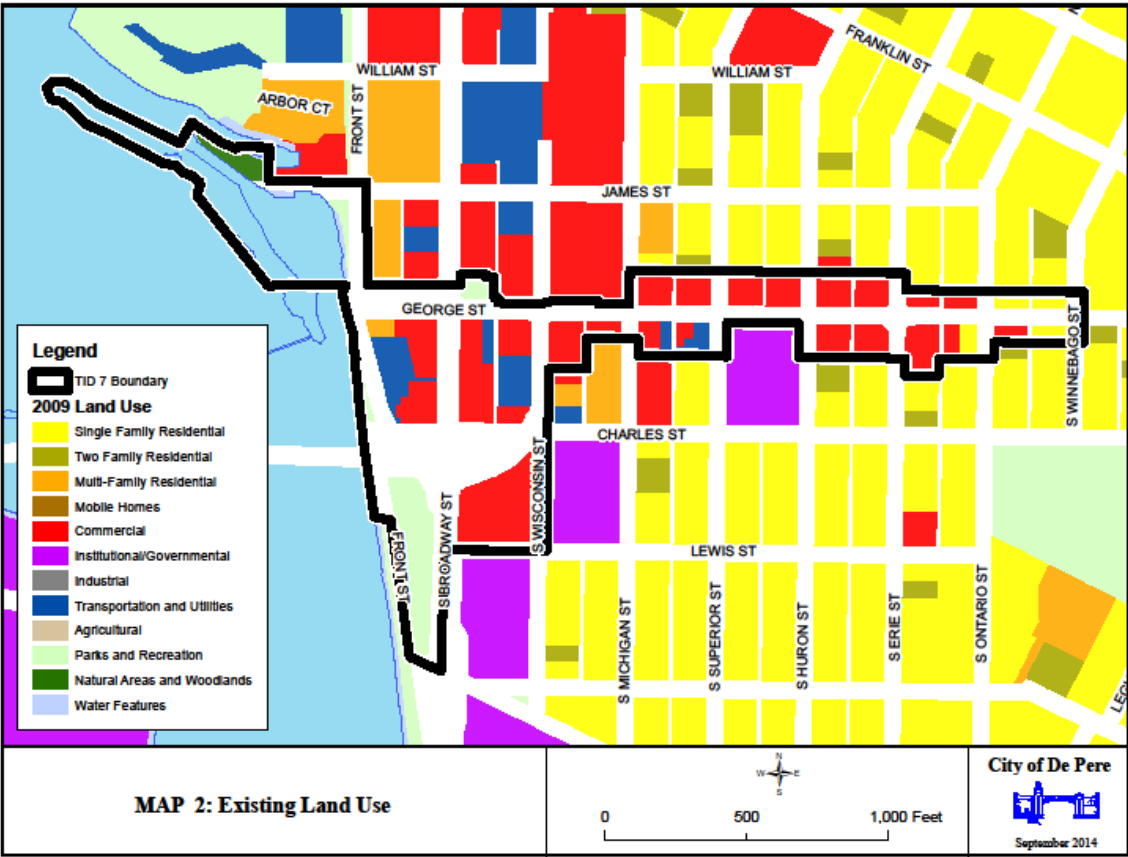
Section P City Attorney Opinion

The City Attorney for the City of De Pere, Wisconsin has reviewed the Project Plan for Tax Incremental Finance District Number 7, City of De Pere, Wisconsin, dated _____, and has found that it is complete and complies with Section 66.1105, Wisconsin Statutes. The City Attorney letter is included as Appendix D.

MAP 1 -- TAX INCREMENTAL FINANCING DISTRICT NUMBER 7 BOUNDARIES

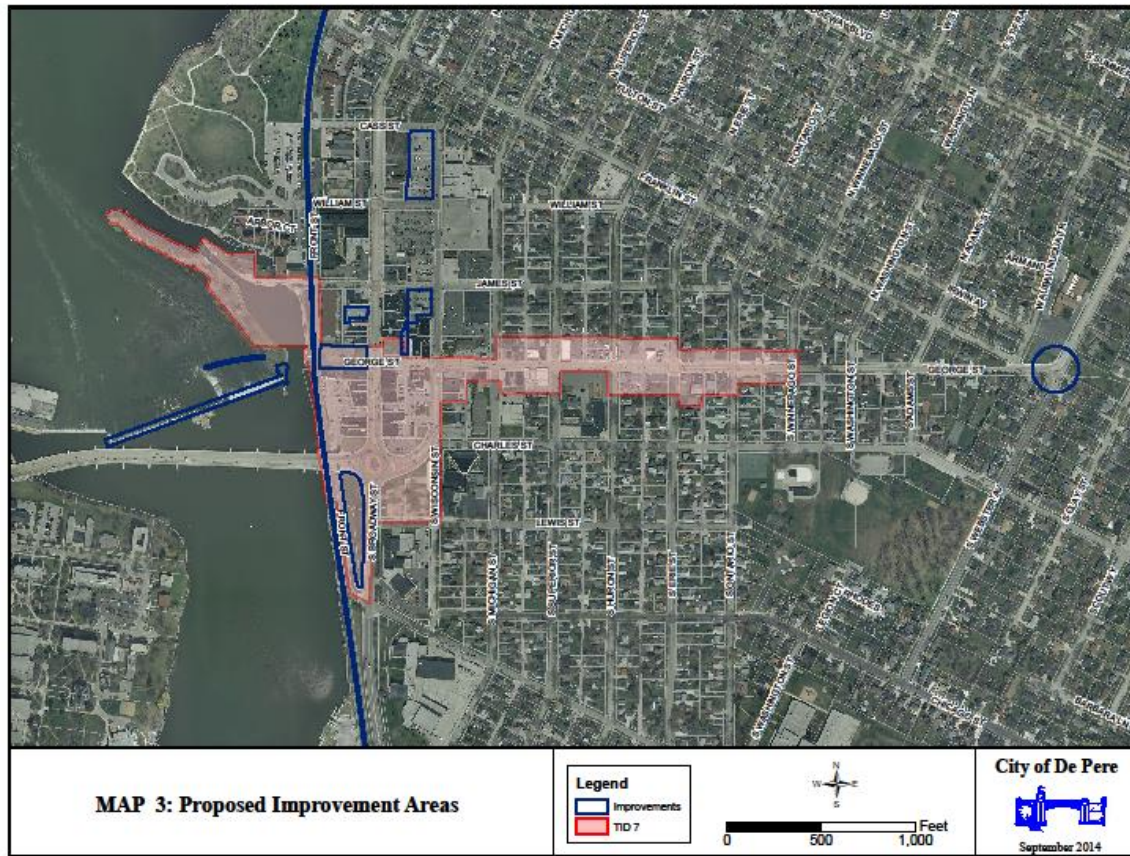


MAP 2 – EXISTING LAND USE & CONDITIONS



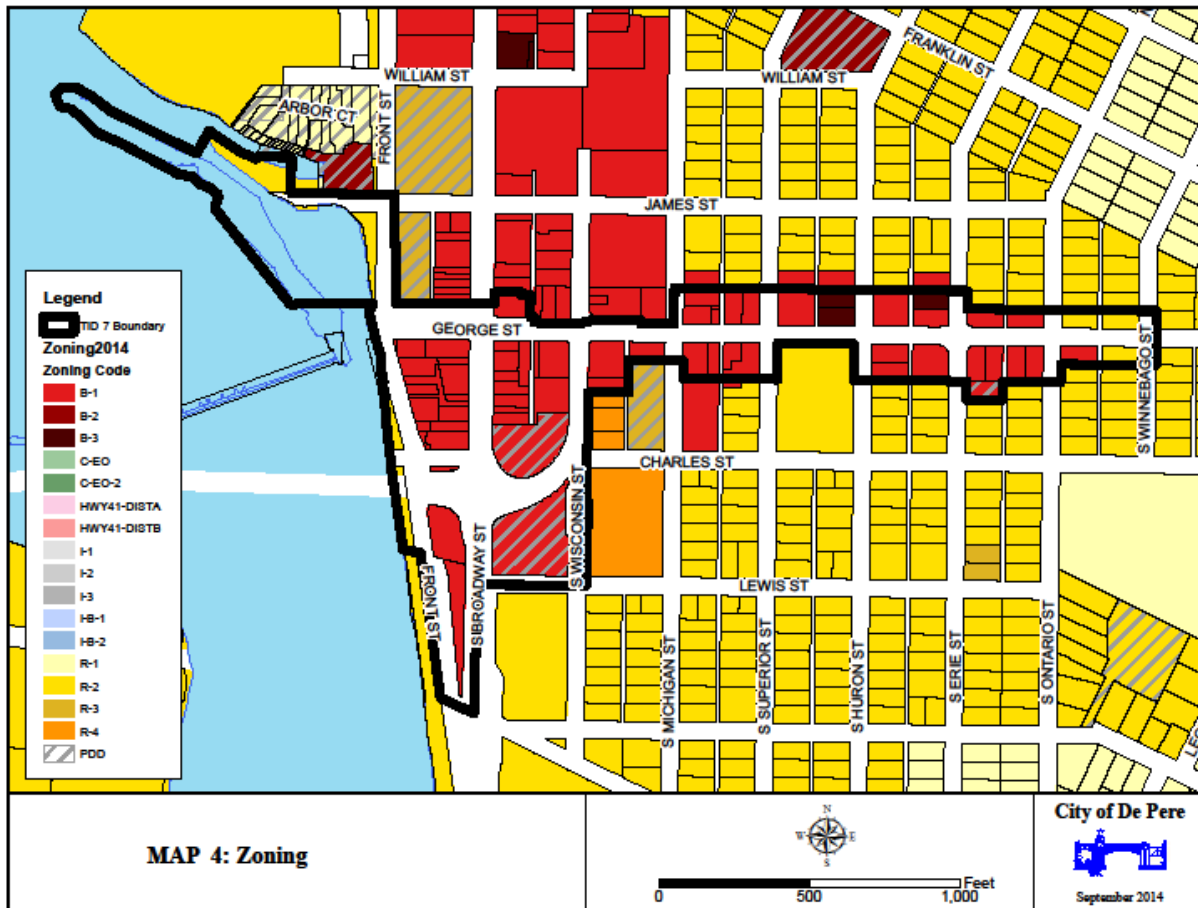
Attachment: Draft TID 7 Project Plan Amendment (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

MAP 3 – LOCATION OF PROPOSED PUBLIC IMPROVEMENTS

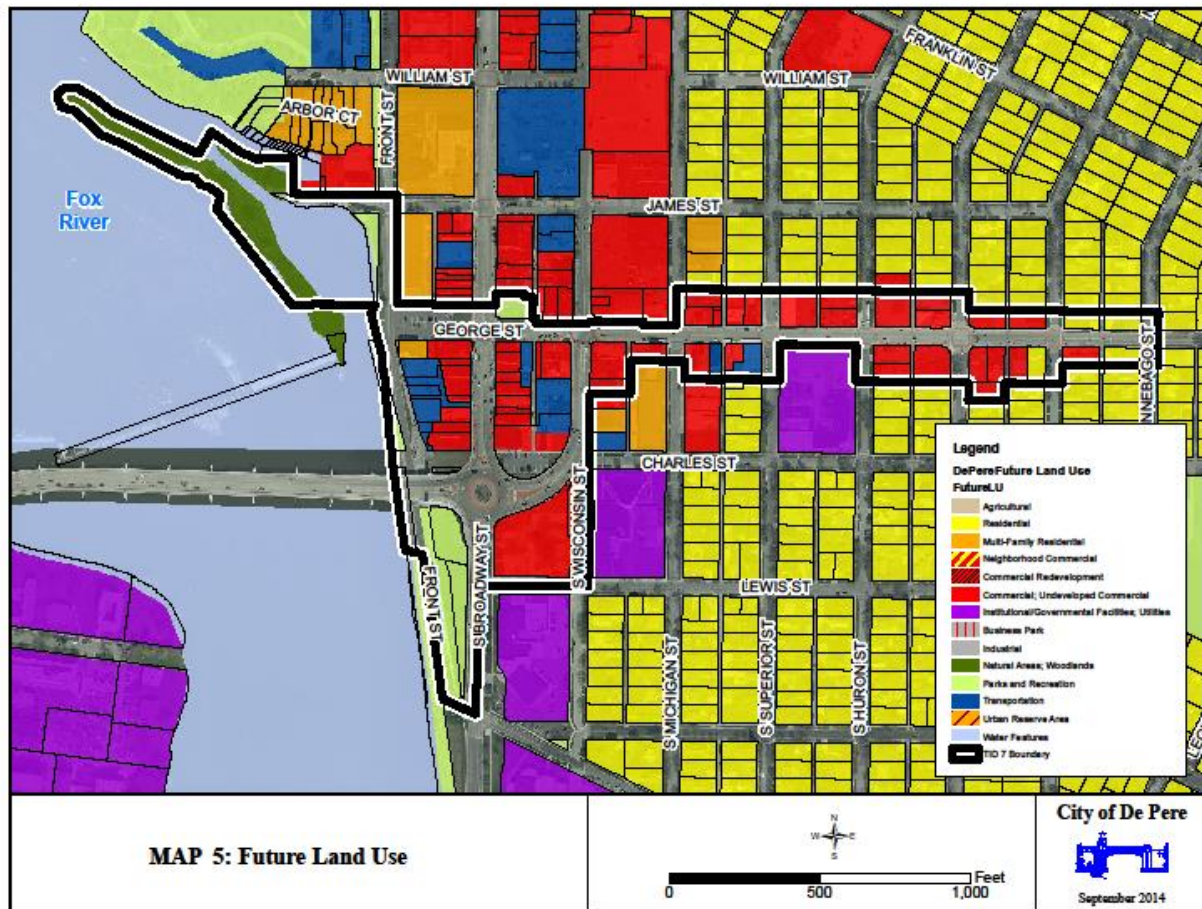


Attachment: Draft TID 7 Project Plan Amendment (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

MAP 4 – EXISTING ZONING



MAP 5 – PROPOSED LAND USE & ZONING



APPENDIX A

PARCEL ID AND DESCRIPTION

PARCELID	LOCATION	Legal Description
ED-1006	109 N HURON ST	ORIGINAL PLAT OF DEPERE LOT 5 BLK. 37
ED-1007	715 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 6 BLK. 37
ED-1008	705 GEORGE ST	ORIGINAL PLAT OF DEPERE LOTS 7 & 8 BLK. 37
ED-1048	820 GEORGE ST	ORIGINAL PLAT OF DEPERE LOTS 1 & 2 BLK 43 EX RD IN 2251108
ED-1058	802 GEORGE ST	ORIGINAL PLAT OF DE PERE LOT 12 BLK 43
ED-1058-1	S HURON ST	ORIGINAL PLAT OF DEPERE LOT 11 BLK 43
ED-1065	109 N ERIE ST	ORIGINAL PLAT OF DEPERE LOT 5 BLK. 44
ED-1066	821 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 6 BLK 44 EX RD IN 2253297
ED-1067	805 GEORGE ST	ORIGINAL PLAT OF DEPERE LOTS 7 & 8 BLK. 44
ED-1088	921 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 6 BLK. 47
ED-1089	905 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 7 BLK 47 EX RD IN 2256631
ED-1094	920 GEORGE ST	ORIGINAL PLAT OF DEPERE E1/2 OF LOTS 1 & 2 BLK. 48
ED-1095	914 GEORGE ST	ORIGINAL PLAT OF DEPERE WEST 1/2 OF LOTS 1 & 2 BLK. 48
ED-1103	115 S ERIE ST	ORIGINAL PLAT OF DEPERE LOT 10 BLK. 48
ED-1104	908 GEORGE ST	ORIGINAL PLAT OF DEPERE E1/2 OF LOTS 11 & 12 BLK. 48
ED-1105	900 GEORGE ST	ORIGINAL PLAT OF DEPERE W1/2 OF LOTS 11 & 12 BLK 48 EX RD IN 2251109
ED-287	230 S BROADWAY ST	DICKINSONS ADDN LOTS 1 THRU 16 BLK 64 EX 601 R 495 & EX 661 R 293 & EX RD & EX RR
ED-588	1021 GEORGE ST	LESSEY'S ADD'N. TO DEPERE LOT 6 BLK. 1
ED-589	1003 GEORGE ST	LESSEY'S ADD'N. TO DEPERE LOT 7 BLK. 1
ED-596	1018 GEORGE ST	LESSEY'S ADDN TO DEPERE LOT 1 BLK 2 & MARSH'S ADDN TO DEPERE LOT 1 BLK 2
ED-660	1002 GEORGE ST	MARSH'S ADDN TO DEPERE LOT 12 BLK 2 & LESSEY'S ADDN TO DEPERE LOT 12 BLK 2
ED-715	110 JAMES ST	ORIGINAL PLAT OF DEPERE LOTS 1-2-3 & 4 BLK 1 EX PRT LYG E OF A LINE 12.5 FT E OF & = TO C/L RR & EX W1/2 OF FRONT ST ALSO LOTS 1-2-3 4-5 & 6 BLK 2 LOTS 1-2-3-4 -5 & 6 BLK 3 ALL OF BLK 4 EX S 60 FT OF LOT 6 LOTS 5 & 6 BLK 5 & THE BASIN LYG
ED-715	110 JAMES ST	ORIGINAL PLAT OF DEPERE LOTS 1-2-3 & 4 BLK 1 EX PRT LYG E OF A LINE 12.5 FT E OF & = TO C/L RR & EX W1/2 OF FRONT ST ALSO LOTS 1-2-3 4-5 & 6 BLK 2 LOTS 1-2-3-4 -5 & 6 BLK 3 ALL OF BLK 4 EX S 60 FT OF LOT 6 LOTS 5 & 6 BLK 5 & THE BASIN LYG
ED-716	REAR FRONT ST	ORIGINAL PLAT OF DEPERE PART OF LOTS 1 THRU 5 BLK.3 DESC. IN J9453-17
ED-719	FRONT ST	OUTLOT 2 OF 56 CSM 75 BNG PRT OF LOT 1-5 BLK 1 ORIGINAL PLT OF DE PERE
ED-783	100-102 S BROADWAY ST	ORIGINAL PLAT OF DEPERE ALL OF LOT 1 & PART OF LOT 12 DESC IN J15150-01 BLK 15
ED-784	106 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 22 FT OF LOT 2 BLK 15 EX 927 R 490
ED-785	114-116 S BROADWAY ST	ORIGINAL PLAT OF DEPERE S 38 FT OF LOT 2 & ALL OF LOT 3 EX S 1.83 FT THEREOF & EX 927 R 486 BLK 15

ED-788	118 S BROADWAY ST	ORIGINAL PLAT OF DEPERE S 1.83 FT OF LOT 3 & ALL OF LOT 4 EX 353 D 530 & EX 927 R 492 BLK 15
ED-788-1	S BROADWAY ST	ORIGINAL PLAT OF DEPERE PRT LOTS 4-5-8 & 9 COM INSECTN S LINE N1/2 LOT 5 & E LINE TH W 100 FT N 54 FT E 100 FT S 54 FT TO BEG. & ALSO PRT OF LOT 8 DESC AS COM SW COR TH NWLY ALG W LINE 31.2 FT TH E ALG N/L OF S1/2 50.7 FT TH
ED-788-1	S BROADWAY ST	ORIGINAL PLAT OF DEPERE PRT LOTS 4-5-8 & 9 COM INSECTN S LINE N1/2 LOT 5 & E LINE TH W 100 FT N 54 FT E 100 FT S 54 FT TO BEG. & ALSO PRT OF LOT 8 DESC AS COM SW COR TH NWLY ALG W LINE 31.2 FT TH E ALG N/L OF S1/2 50.7 FT TH
ED-789	126 S BROADWAY ST	ORIGINAL PLAT OF DEPERE S 1/2 OF LOT 5 & S 1/2 OF LOT 8 EX COM SW COR LOT 8 TH NWLY ALG W LINE 31.2 FT TH E ALG N/L OF S1/2 LOT 8 50.7 FT TH S 30 FT TO S/L LOT 8 TH W ALG S/L LOT 8 42.2 FT TO POB BLK 15
ED-790	132 S BROADWAY ST	ORIGINAL PLAT OF DEPERE LOTS 6 & 7 & N 2 FT OF CHARLES ST BLK 15 EX COM NW COR LOT 7 S TO SW COR E 10 FT N TO BEG & EX 944 R 504
ED-793	FRONT ST	ORIGINAL PLAT OF DEPERE THAT PRT OF LOTS 8 & 9 AS DESC IN 258 D 587 BLK 15
ED-794	FRONT ST	ORIGINAL PLAT OF DEPERE N1/2 OF LOT 10 & PRTS OF LOTS 2 & 3 DES IN 944 R 499 & PRTS OF LOTS 3,4 & 9 DESC IN 927 R 492-493 & PRT OF LOT 7 DESC IN 944 R 504 BLK 15
ED-794	FRONT ST	ORIGINAL PLAT OF DEPERE N1/2 OF LOT 10 & PRTS OF LOTS 2 & 3 DES IN 944 R 499 & PRTS OF LOTS 3,4 & 9 DESC IN 927 R 492-493 & PRT OF LOT 7 DESC IN 944 R 504 BLK 15
ED-796	FRONT ST	ORIGINAL PLAT OF DEPERE N 22' OF LOT 11 & PRT OF LOT 2 DESC IN 927 R 490 & S1/2 OF LOT 10 & S 38 FT OF LOT 11 & PRT OF LOT 12 DESC IN J8992-6 BLK 15
ED-796	FRONT ST	ORIGINAL PLAT OF DEPERE N 22' OF LOT 11 & PRT OF LOT 2 DESC IN 927 R 490 & S1/2 OF LOT 10 & S 38 FT OF LOT 11 & PRT OF LOT 12 DESC IN J8992-6 BLK 15
ED-796	FRONT ST	ORIGINAL PLAT OF DEPERE N 22' OF LOT 11 & PRT OF LOT 2 DESC IN 927 R 490 & S1/2 OF LOT 10 & S 38 FT OF LOT 11 & PRT OF LOT 12 DESC IN J8992-6 BLK 15
ED-798	302 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 12 BLK 15 EX J8992-6 & EX J15150-01
ED-799	CHARLES ST	OUTLOT 1 OF 56 CSM 75 BNG PRT OF LOT 1 OF BLK 16 OF ORIGINAL PLAT OF DE PERE
ED-801	S BROADWAY ST	LOT 1 OF 56 CSM 75 BNG PRT OF LOTS 3-6 BLK 16 OF ORIGINAL PLAT OF DE PERE
ED-812	221 S BROADWAY ST	LOT 1 OF 54 CSM 312 BNG ALL OF LOTS 5-8 & PRT OF LOTS 1-4, 9 & 10 BLK 17 OF ORIGINAL PLAT OF DE PERE & BNG PRT OF DICKINSON'S ADDN TO ORIGINAL PLAT OF DE PERE
ED-816	416 GEORGE ST	ORIGINAL PLAT OF DEPERE LOTS 1 & 2 BLK 18 EX RD IN 2237997 & EX W18 FT
ED-818	114 S WISCONSIN ST	LOT 2 OF 54 CSM 312 BNG PRT OF LOTS 3,4 & 5 BLK 18 ORIGINAL PLAT OF DE PERE EX 2646644
ED-823	150 S WISCONSIN ST	LOT 1 OF 58 CSM 342 BNG PRT OF LOTS 1 & 12 BLK 17 & BNG PRT OF LOTS 5,6,7 & 8 BLK 18 & PRT VAC CHARLES ST ALL IN ORIGINAL PLAT OF DE PERE
ED-824	125 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 38 FT OF LOT 8 BLK 18 & PRT OF LOT 8 DESC IN 2646663
ED-826	121 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 2/3 OF LOT 9 BLK. 18
ED-827	123 S BROADWAY ST	ORIGINAL PLAT OF DEPERE S1/3 OF LOT 9 BLK. 18
ED-828	111-113 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 14 1/2' OF LOT 10 & S 18' OF LOT 11 EX E 39 FT THEREOF & PRT DESC IN 1020 R 312 BLK 18
ED-829	115 S BROADWAY ST	ORIGINAL PLAT OF DEPERE S 22 1/2' OF N 37' OF LOT 10 EX E 39 FT OF N 18 FT OF S 45 1/2 FT & PRT DESC IN J1509-22 & S 23 FT OF LOT 10 BLK 18
ED-831	107 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 42' OF LOT 11 EX E 39' & S 24' OF LOT 12 EX E 39' BLK 18
ED-833	101 S BROADWAY ST	ORIGINAL PLAT OF DEPERE N 36' OF LOT 12 EX E 39 FT BLK. 18 & PRT DESC IN J1447-1 BLK 18
ED-833-1	GEORGE ST	ORIGINAL PLAT OF DEPERE THAT PRT OF BLK. 18 DESC IN 927 R 479-80-81-82-83 & IN 934 R 387-88 EX 1020 R 312 & EX J01447-01 & EX J01509-22 & W18 FT OF LOTS 1 & 2 BLK 18 EX 2646644
ED-833-1	GEORGE ST	ORIGINAL PLAT OF DEPERE THAT PRT OF BLK. 18 DESC IN 927 R 479-80-81-82-83 & IN 934 R 387-88 EX 1020 R 312 & EX J01447-01 & EX J01509-22 & W18 FT OF LOTS 1 & 2 BLK 18 EX 2646644
ED-833-1	GEORGE ST	ORIGINAL PLAT OF DEPERE THAT PRT OF BLK. 18 DESC IN 927 R 479-80-81-82-83 & IN 934 R 387-88 EX 1020 R 312 & EX J01447-01 & EX J01509-22 & W18 FT OF LOTS 1 & 2 BLK 18 EX 2646644

ED-844	102 N BROADWAY ST	ORIGINAL PLAT OF DE PERE N 36.5 FT OF LOT 7 & 6 FT STRIP DESC IN 697 R 69 & S 40 FT OF LOT 8 EX N 10 FT OF E 30 FT BLK 19
ED-907	518-522 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 1 BLK. 26
ED-917	115 S WISCONSIN ST	ORIGINAL PLAT OF DEPERE LOT 10 EX S 10 FT BLK. 26
ED-918	502 GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 11 & 12 BLK 26 EX RD IN 2249929
ED-949	620 GEORGE ST	ORIGINAL PLAT OF DEPERE E1/2 OF LOT 1 & ALL OF LOT 2 EX S 2' & EX W 27 FT OF N 27.5 FT OF LOT 2 BLK.31
ED-949-1	614 GEORGE ST	ORIGINAL PLAT OF DEPERE W 27 FT OF N 27.5 FT OF LOT 2 & W1/2 OF LOT 1 BLK. 31
ED-960	610 GEORGE ST	ORIGINAL PLAT OF DEPERE ELY 40' OF LOTS 11 & 12 BLK. 31
ED-961	600-604 GEORGE ST	ORIGINAL PLAT OF DEPERE LOTS 11 & 12 EX ELY 40' BLK. 31
ED-966	623 GEORGE ST	ORIGINAL PLAT OF DEPERE E1/2 OF LOTS 5 & 6 BLK. 32
ED-967	615-617 GEORGE ST	ORIGINAL PLAT OF DEPERE W1/2 OF LOTS 5 & 6 BLK. 32
ED-968-1	611 GEORGE ST	ORIGINAL PLAT OF DEPERE E 26 FT 11 INCHES OF S 50 FT OF LOT 7 BLK. 32
ED-968-2	609 REAR GEORGE ST	ORIGINAL PLAT OF DEPERE LOT 7 EXC E 26 FT 11 INCHES OF S 50 FT BLK 32
ED-968-3	609 GEORGE ST	ORIGINAL PLAT OF DEPERE THAT PRT. OF LOT 7 BLK. 32 DESC. IN J3323-33
ED-969	108 N MICHIGAN ST	ORIGINAL PLAT OF DEPERE LOT 8 BLK. 32

APPENDIX B

LEGAL DESCRIPTION

The description of the proposed boundaries of the Tax Incremental District is located in the City of De Pere, Brown County, Wisconsin, generally, more particularly described as follows:

Commencing from a point where the centerline of Broadway Street intersects the centerline of Merrill Street, also being the point of beginning, thence N01°-31'-11"E, 426.79 feet along the centerline of Broadway Street to a point which intersects the centerline of Lewis Street; thence S89°-42'-28"E, 360.89 feet along the centerline of Lewis Street; thence N00°-37'-49"E, 30.00 feet to a point where the northerly right of way line of Lewis Street intersects the easterly right of way line of Wisconsin Street; thence N00°-38'-06"E along said east line, 360.54 feet to a point where said line intersects with the southerly right of way line of Charles Street; thence N00°-38'-06"E, 60.00 feet to the north right of way line of Charles Street; continuing N00°-38'-06"E, 250.27 feet; thence S89°-24'-19"E, 134.11 feet; thence N00°-38'-03"E, 110.20 feet; thence S89°-24'-47"E, 120.11 feet to the westerly right of way line of Michigan Street; thence S89°-24'-47"E, 60.00 feet to the easterly right of way line of Michigan Street; thence S00°-38'-00"W, 60.11 feet along said west line; thence S89°-24'-33"E, 120.09 feet; thence N82°-27'-42"E, 14.14 feet; thence S89°-24'-33"E, 120.09 feet to a point that intersects with the westerly right of way line of Superior Street; thence S87°-27'-31"E, 60.03 feet to the easterly right of way line of Superior Street; thence N00°-38'-08"E, 120.31 feet along said east line to a point that intersects with the southerly right of way line of George Street; thence S89°-25'-02"E, 254.19 feet along said south line to the intersection with the westerly right of way line of Huron Street; thence S00°-38'-15"W along said west line, 120.34 feet; thence S89°-27'-03"E, 60.00 feet to the easterly right of way line of Huron Street; thence S89°-24'-33"E, 254.18 feet to the westerly right of way line of Erie Street; continuing S89°-24'-33"E, 60.00 feet to the easterly right of way line of Erie Street; thence S00°-38'-22"W, 60.18 feet along said east line; thence S89°-24'-19"E, 120.05 feet; thence N00°-38'-25"E, 60.18 feet; thence S89°-24'-33"E, 134.05 feet to the westerly right of way line of Ontario Street; continuing S89°-24'-33"E, 60.00 feet to the easterly right of way line of Ontario Street; thence N00°-38'-29"E, 60.20 feet along said east line; thence S89°-27'-23"E, 254.92 feet to the westerly right of way line of Winnebago Street; continuing S89°-27'-23"E, 60.00 feet to the easterly right of way line of Winnebago Street; thence N00°-37'-47"E, 180.26 feet; thence N89°-28'-02"W, 60.01 feet to the westerly right of way line of Winnebago Street; continuing N89°-28'-02"W, 254.88 feet to the easterly right of way line of Ontario Street; thence N89°-17'-50"W, 60.00 feet to the westerly right of way line of Ontario Street; thence N89°-24'-37"W, 254.12 feet to the easterly right of way line of Erie Street; thence N00°-38'-22"E, 60.16 feet along said east line; thence N89°-24'-13"W, 60.00 feet to the westerly right of way line of Erie Street; continuing N89°-24'-13"W, 882.57 feet to the easterly right of way line of Michigan Street; thence S89°-20'-00"W, 29.39 feet; thence S01°-02'-14"W, 119.03 feet; thence S88°-54'-47"W, 29.79 feet to a point where the westerly right of way line of Michigan Street intersects the northerly right of way line of George Street; thence N89°-25'-02"W, 80.11 feet along the northerly right of way line of George Street; thence N00°-38'-03"E, 11.00 feet; thence N89°-25'-02"W, 160.09 feet; thence S82°-09'-41"W, 74.83 feet to a point where the westerly right of way line of Wisconsin Street intersects the northerly right of way line of George Street; thence N89°-24'-59"W along the northerly right of way line of George Street, 120.76 feet; thence N00°-37'-00"E, 17.50 feet; thence N89°-24'-47"W, 14.00 feet; thence N00°-37'-00"E, 72.98 feet; thence N89°-24'-17"W, 30.00 feet; thence N00°-37'-00"E, 10.05 feet; thence N89°-24'-13"W, 90.76 feet to the easterly right of way line of Broadway Street; thence S00°-35'-34"W, 40.22 feet along said east line; thence N89°-24'-34"W, 80.00 feet to a point where the westerly right of way line of Broadway Street intersects with the northerly right of way line of George Street; thence continuing N89°-24'-34"W along the northerly right of way line of George Street, 120.09 feet; thence continuing N89°-24'-43"W, 14.00 feet; thence N89°-24'-10"W, 112.15 feet along said north line to the easterly right of way line of Front Street; thence N01°-53'-14"W, 167.51 feet; thence N00°-26'-45"E, 194.50 feet to the northerly right of way line of James Street; thence N89°-44'-05"W, 148.34 feet; thence N89°-05'-40"W, 274.40 feet along said north line of James Street to the intersection of the low water mark of the east shore of the Fox River; thence meandering in a southerly direction along the low water mark of the east shore of the Fox River to a point that intersects with the intersection of the projected centerline of Merrill Street; thence S63°-34'-33"E, 190.94 feet along the projected centerline of Merrill Street to the centerline of Broadway Street and the point of beginning.

Said parcel contains 27.1 acres or 1,181,959 square feet, more or less.

APPENDIX C

PUBLIC HEARING NOTICE

NOTICE OF PUBLIC HEARING

PROPOSED AMENDMENT TO THE PROJECT PLAN AND REDETERMINATION OF BASE VALUE FOR TAX INCREMENT DISTRICT NUMBER 7, CITY OF DE PERE, WISCONSIN

NOTICE IS HEREBY GIVEN, that the City of De Pere Plan Commission will meet at 6:30 p.m. on Tuesday, September 16, 2014, at City Hall in the Council Chambers, 335 S. Broadway, De Pere, Wisconsin, to conduct a hearing regarding the proposed amendment to the project plan and redetermination of base value for Tax Increment District Number 7, City of De Pere, Wisconsin.

The City anticipates that the project plan will be amended to include expenditures such as cash grants, land price discounts and other incentives by the city to owners, lessees, or developers of land that is located within the tax increment district. The Plan also includes infrastructure improvements that are within a half mile radius of the district.

During the public hearing, all interested parties will be provided with an opportunity to express their views on the proposed amendment to the project plan for such tax increment district. Persons desiring information on the proposed project plan amendment may contact the City Director of Planning and Economic Development at 920-339-4043. A copy of the proposed project plan amendment is available for review in the De Pere Planning Office located at City Hall, 335 S. Broadway St and will be provided upon request.

Dated this 26th day of August 2014.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
Clerk

Attachment: Draft TID 7 Project Plan Amendment (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

APPENDIX D
PROOF OF PUBLICATION

(Will be inserted upon receipt from the De Pere News)

Attachment: Draft TID 7 Project Plan Amendment (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

APPENDIX E

CITY ATTORNEY REVIEW LETTER

CITY OF DE PERE

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



September 16, 2014

Mayor Michael J. Walsh
Members of the De Pere Common Council

RE: City of De Pere Tax Incremental Financing District #7 (TID #7) Amendment and Request for Base Value Redetermination

Dear Mayor and Common Council Members:

Pursuant to Wis. Stats. §66.1105(5)(i)2, any tax incremental financing district project plan amendment and request for base value determination must include an opinion of the City Attorney, or of an attorney retained by the City, advising whether the plan is complete and complies with that statutory section.

As the duly appointed City Attorney of the City of De Pere and upon a review of the Amendment to TID #7 Project Plan to which this opinion is appended, it is my opinion that such plan contains and adequately addresses the prerequisites set forth at Wis. Stats. §66.1105. This opinion is based on my review of said plan, my review of Wis. Stats. §66.1105 and my experience as a municipal attorney.

It is my further opinion that inasmuch as the project plan is complete and in compliance with the above referenced section, it is in proper form for adoption by the Common Council.

Respectfully submitted,

Judith Schmidt-Lehman
City Attorney

JSL:jld
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Attachment: Draft TID 7 Project Plan Amendment (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

APPENDIX E CITY ATTORNEY REVIEW LETTER

CITY OF DE PERE

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



September 16, 2014

Mayor Michael J. Walsh
Members of the De Pere Common Council

RE: City of De Pere Tax Incremental Financing District #7 (TID #7) Amendment

Dear Mayor and Common Council Members:

Pursuant to Wis. Stats. §66.1105(4)(f), any tax incremental financing district project plan amendment and request for base value determination must include an opinion of the City Attorney, or of an attorney retained by the City, advising whether the plan is complete and complies with that statutory section.

As the duly appointed City Attorney of the City of De Pere and upon a review of the Amendment to TID #7 Project Plan to which this opinion is appended, it is my opinion that such plan contains and adequately addresses the prerequisites set forth at Wis. Stats. §66.1105. This opinion is based on my review of said plan, my review of Wis. Stats. §66.1105 and my experience as a municipal attorney.

It is my further opinion that inasmuch as the project plan is complete and in compliance with the above referenced section, it is in proper form for adoption by the Common Council.

Respectfully submitted,

Judith Schmidt-Lehman
City Attorney

JSL:jld
H:\dupont\Letters\2014\Mayor & CC-TID 7 amendment- 9-14-190-001-06.docx

Attachment: Draft TID 7 Project Plan Amendment (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

APPENDIX F

ORIGINAL PROJECT PLAN FOR TID 7

TAX INCREMENT DISTRICT NO. 7

I. Statement of Kind, Number and Location of Proposed Projects

Tax Increment District (TID) No. 7, City of De Pere, is being created under authority of Wisconsin State Statutes 66.1105, primarily to assist expansion of the tax base by providing public improvements, land acquisition, and consolidations; to promote development opportunities; stimulate private investment; and enhance the appearance of the downtown and the George Street corridor.

The City Comprehensive Plan states “the City should consider ways of supporting and encouraging redevelopment...” and “Redevelopment of the downtown business districts are recommended and encouraged to stabilize the boundaries and maintain viable downtown areas.” The creation of this TID will create the incentives that will advance the health and vitality of the east downtown area, and stimulate more tax base that otherwise would not have happened.

The boundaries of the District are shown on Maps #1-3 and as legally described on page 7. The intent is to acquire lands and install public improvements that will allow and, in fact, stimulate reinvestment by the private sector. The new investment will, in turn, increase the tax base to pay for the initial investments and provide new tax base.

Therefore, the City has two objectives in this Tax Increment Financing (TIF) project:

1. Support and stimulate private investment, which would not have happened without TIF.
2. Strengthen the tax base and economic viability of the East Downtown area that will benefit the entire community.

The following is a list of projects the City plans to implement in future years using TIF dollars. Any costs directly or indirectly related to the public works are considered “project costs” and eligible to be paid with tax increment revenues generated within the tax incremental district.

II. Detailed List of Project Costs

The kind, number and estimated costs of projects in this Tax Increment District Plan and listed on Table 1. All costs are based on 2007 prices and actual bids or preliminary estimates. The City reserves the right to include capitalized interest as a TIF reimbursable cost at a later time if financing requirements make it necessary to do so. The City also reserves the right to increase certain project costs to the extent others are reduced or not implemented, without amending the plan.

The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the plan. Estimated project costs are not meant to be a budget, nor an appropriation or commitment of funds for specific projects, but a framework with which to manage projects. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the De Pere City Council, without amending the plan.

Table 1: Kind, Number and Estimated Project Costs

No.	Potential Project Description	Estimated Costs
1.	Block 17 Redevelopment Project	\$1,500,000
2.	George Street Streetscaping	\$110,000
3.	Conversion of Bridge approach (George Street)	\$200,000
4.	Façade Restoration Grant Program	\$120,000
5.	Parking Area on unused portion of Charles Street	\$30,000
6.	Development on Creviere Commons	\$5,000
Total		\$1,965,000

Individual project monies plan to be spent over the following years is shown in Table 2.

Table 2 identifies the timing of anticipated public expenditures by an approximate year.

Table 2: Projected Expenditures by Year

No.	2007	2008	2009	2010	Total
1.	\$1,500,000				\$1,500,000
2.	\$110,000				\$110,000
3.				\$200,000	\$200,000
4.	\$30,000	\$30,000	\$30,000	\$30,000	\$120,000
5.		\$30,000			\$30,000
6.				\$5,000	\$5,000
Total	\$1,640,000	\$60,000	\$30,000	\$235,000	\$1,965,000

Activities in each of the projects are described as follows:

1. Block 17 Redevelopment Project

The City block surrounded by Charles Street to the north, Lewis Street to the south, S. Wisconsin Street to the east and S. Broadway Street to the west is going to be impacted by the relocation of the new Claude Allouez Bridge. The remainder of the block is a prime redevelopment site, due to its excellent visibility as the prime westerly entrance to the East Downtown Business District and views of the Fox River.

This project would involve the following possible actions:

- Appraisals for each property

- Initial offers for acquisition of properties
- Possibility of paying for a second Appraisal
- Relocation costs
- Demolition costs

Once the project area is demolished, properties could be combined and marketed for redevelopment proposals.

2. George Street Streetscaping

In 2006, George Street, from S. Wisconsin Street to Webster Street, will be entirely rebuilt. Because this roadway is a major corridor leading to De Pere's East Downtown area, the City wants to create an aesthetically attractive entryway. The aesthetic improvements will be consistent with the N. Broadway streetscape, and would include such things as pedestrian "bump-outs", colored pavers at pedestrian crossings, decorative lighting and plant materials.

3. Conversion of bridge approach (George Street) to a Mixture of Uses

Once the existing roadway and Claude Allouez connection is replaced by the new bridge, the George Street right-of-way and state-owned land from Front to Broadway Streets will no longer be used for vehicular traffic.

The City of De Pere has the opportunity to redesign this road right-of-way for a mixed use development. Such uses could include new building(s), off-street parking, green space, and pedestrian connection from the downtown area and Broadway Street to Front Street, the Fox River Recreational Trail and riverfront. The green space along the pedestrian trail could become a landscaped plaza with benches.

4. Façade Restoration Grant Program

The City of De Pere has had a successful Façade Restoration Grant Program for many years. This program provides one dollar for every four dollars utilized for exterior renovations. Monies from Tax Increment Financing would provide incentives to the businesses that are in the boundaries of this Tax Increment District.

5. Parking Area on unused portion of Charles Street

Most of Charles Street, between S. Broadway and S. Wisconsin Streets, will not be used as a traffic carrier once the new bridge and roundabout are built. This excess right-of-way can be converted into needed public parking to replace spaces lost because of the Claude Allouez Bridge Replacement Project.

6. Development on Creviere Commons

This downtown green space is on a major traffic corridor (Broadway/George Street) through the East Downtown area, and carries traffic from one part of the city to another. Once the new bridge is constructed, traffic counts will diminish significantly, and this green space, although nice to have, will not serve as the aesthetic focal point enjoyed by passing motorists.

Creviere Commons could be replaced by other green space on remnants created by the new traffic corridor and relocated bridge. After other sites are landscaped, Creviere Commons could be occupied by a new downtown structure.

III. Economic Feasibility Study

Projected Income by Project

The projected timeframe for project increment is shown on Table 3. This timeframe is based on construction or renovation occurring in the previous two year period, with taxable value created the year before. The year in which the project is listed for income is the year that taxes are due.

Table 3: Projected Increase in Assessed Valuation from New or Renovated Projects

Levy Year	1. Block 17 Mixed Use Development	3. George Street Structure	4. Façade Restoration	6.Creviere Commons Structure	New 2007 Construction	Total
2008			\$30,000		\$414,200	\$441,200
2009	6,200,000		\$30,000			\$6,230,000
2010			\$30,000			\$30,000
2011			\$30,000			\$30,000
2012		\$1,500,000				\$1,500,000
2013				\$1,000,000		\$1,000,000
Total	6,200,000	\$1,500,000	\$120,000	\$1,500,000	\$414,200	\$9,231,200

Revenue Projections

The projected income on table 3 is the basis for the tax increment on table 4. The TID No. 7 base value is \$12,824,700. The projections assume that the district will experience a slight inflationary growth of two percent per year over the life of the TIF. The tax rate (due to upcoming projects and rising school district tax rates) are assumed to increase over a five year period, followed by a steady tax rate thereafter.

A decline in the increment is the result of removing taxable structures from Block 17.

The leverage being used by TIF is to generate the construction of a 6.2 million dollar project by purchasing approximately \$844,200 worth of buildings at a cost of 1.5 million. Other projects will also assist in leveraging more tax base for downtown improvements and additional tax base.

The following revenue projections support the worth of the project, not to mention how important it is to encourage continuous improvements to the Downtown areas.

The accumulated increment of \$3,389,323 over a seventeen year period should be sufficient to support the \$1,970,000 project costs plus debt interest and the dip in tax increment revenue.

Table 4: Revenue Projections

(2007 Base value is \$12,824,700)

Levy Year	Equalized Value	2% inflation on base Value	Additions/ Deletions	Net Increment Value	Cumulative Value	*Tax Rate	**Tax Increment Revenue	Cumulative Revenue (per Year)
2007	\$12,824,700		(\$844,200)	(\$844,200)	(\$844,200)	\$20.54		\$0
2008	\$13,081,194	\$256,494		\$256,494	(\$587,706)	\$21.16		\$0
2009	\$13,342,818	\$261,624	\$441,200	\$702,824	\$115,118	\$21.79	\$2,509	\$2,509
2010	\$13,609,674	\$266,856	\$6,230,000	\$6,496,856	\$6,611,974	\$22.44	\$148,403	\$150,912
2011	\$13,881,868	\$272,193	\$30,000	\$302,193	\$6,914,168	\$23.12	\$159,841	\$310,753
2012	\$14,159,505	\$277,637	\$30,000	\$307,637	\$7,221,805	\$23.12	\$166,968	\$477,721
2013	\$14,442,695	\$283,190	\$1,500,000	\$1,783,190	\$9,004,995	\$23.12	\$208,195	\$685,917
2014	\$14,731,549	\$288,854	\$1,000,000	\$1,288,854	\$10,293,849	\$23.12	\$237,994	\$923,911
2015	\$15,026,180	\$294,631		\$294,631	\$10,588,480	\$23.12	\$244,806	\$1,168,716
2016	\$15,326,704	\$300,524		\$300,524	\$10,889,004	\$23.12	\$251,754	\$1,420,470
2017	\$15,633,238	\$306,534		\$306,534	\$11,195,538	\$23.12	\$258,841	\$1,679,311
2018	\$15,945,902	\$312,665		\$312,665	\$11,508,202	\$23.12	\$266,070	\$1,945,380
2019	\$16,264,821	\$318,918		\$318,918	\$11,827,121	\$23.12	\$273,443	\$2,218,823
2020	\$16,590,117	\$325,296		\$325,296	\$12,152,417	\$23.12	\$280,964	\$2,499,787
2021	\$16,921,919	\$331,802		\$331,802	\$12,484,219	\$23.12	\$288,635	\$2,788,422
2022	\$17,260,358	\$338,438		\$338,438	\$12,822,658	\$23.12	\$296,460	\$3,084,882
2023	\$17,605,565	\$345,207		\$345,207	\$13,167,865	\$23.12	\$304,441	\$3,389,323
			\$8,387,000				\$3,389,323	

Assumption: Conservatively, this table includes a 2% annual increase in commercial property values, and a 3% increase in the property tax rate for five years, followed by a leveling off of the tax rate over the remaining years.

*Tax rate per thousand of valuation.

**Tax Increment Revenue loss is paid back through borrowed monies.

IV. A Description of the Methods of Financing and the Time When Such Costs or Monetary Obligations Related Thereto are to be Incurred

The City of De Pere will cautiously proceed with any future borrowing, and any borrowed monies will be consistent with the City's debt service plan. The City realizes that investments in the district will occur over a period of years. Debt associated with listed projects is projected to be paid off by 2023.

The City of De Pere will utilize its ability to secure double exemption bonds secured by the City of De Pere Redevelopment Authority.

Table 5: Debt Service Cash Flow

	A	B*	C	D	E**	F	G***
Leavy Year	As of 1-Jan Balance	Loss of Tax Revenue	Project Costs	Mics. Income (Bond)	Debt Service	Tax Increment Dollars	As of 12/31 TIF Balance
2007		(\$17,340)	(\$1,640,000)	(\$1,657,340)	(\$74,580)		(\$1,731,920)
2008	(\$1,731,920)	(\$12,434)	(\$60,000)	(\$72,434)	(\$81,196)		(\$1,885,550)
2009	(\$1,883,847)		(\$30,000)	(\$30,000)	(\$86,200)	\$2,509	(\$1,997,538)
2010	(\$1,997,428)		(\$235,000)	(\$235,000)	(\$100,464)	\$148,403	(\$2,184,489)
2011	(\$2,092,764)				(\$98,302)	\$159,841	(\$2,031,225)
2012	(\$2,035,824)				(\$91,405)	\$166,968	(\$1,960,261)
2013	(\$1,969,386)				(\$88,212)	\$208,195	(\$1,849,402)
2014	(\$1,860,909)				(\$83,223)	\$237,994	(\$1,706,138)
2015	(\$1,719,254)				(\$76,776)	\$244,806	(\$1,551,225)
2016	(\$1,559,557)				(\$69,805)	\$251,754	(\$1,377,608)
2017	(\$1,390,863)				(\$61,992)	\$258,841	(\$1,194,015)
2018	(\$1,207,650)				(\$53,731)	\$266,070	(\$995,311)
2019	(\$1,009,116)				(\$44,789)	\$273,443	(\$780,462)
2020	(\$794,431)				(\$35,121)	\$280,964	(\$548,588)
2021	(\$562,723)				(\$24,686)	\$288,635	(\$298,774)
2022	(\$313,080)				(\$13,445)	\$296,460	(\$30,065)
2023	(\$44,544)				(\$1,353)	\$304,441	\$258,544
Total		(\$29,773)	(\$1,965,000)	(\$1,993,184)	(\$1,085,280)	\$3,389,323	

* Lost tax revenue, due to a drop in the base year value, would be made up in borrowed monies.

**Debt Service is based on an interest rate of 4.5% times accumulated debt and project costs in the first four years. Annual debt service is then added to accumulated debt each year.

***Column G is the result of adding columns A, D and E together, and subtracting column F.

Legal Description: District No. 7

Commencing from a point where the centerline of Broadway Street intersects the centerline of Merrill Street, also being the point of beginning, thence N01°-31'-11"E, 426.79 feet along the centerline of Broadway Street to a point which intersects the centerline of Lewis Street; thence S89°-42'-28"E, 360.89 feet along the centerline of Lewis Street; thence N00°-37'-49"E, 30.00 feet to a point where the northerly right of way line of Lewis Street intersects the easterly right of way line of Wisconsin Street; thence N00°-38'-06"E along said east line, 360.54 feet to a point where said line intersects with the southerly right of way line of Charles Street; thence N00°-38'-06"E, 60.00 feet to the north right of way line of Charles Street; continuing N00°-38'-06"E, 250.27 feet; thence S89°-24'-19"E, 134.11 feet; thence N00°-38'-03"E, 110.20 feet; thence S89°-24'-47"E, 120.11 feet to the westerly right of way line of Michigan Street; thence S89°-24'-47"E, 60.00 feet to the easterly right of way line of Michigan Street; thence S00°-38'-00"W, 60.11 feet along said west line; thence S89°-24'-33"E, 120.09 feet; thence N82°-27'-42"E, 14.14 feet; thence S89°-24'-33"E, 120.09 feet to a point that intersects with the westerly right of way line of Superior Street; thence S87°-27'-31"E, 60.03 feet to the easterly right of way line of Superior Street; thence N00°-38'-08"E, 120.31 feet along said east line to a point that intersects with the southerly right of way line of George Street; thence S89°-25'-02"E, 254.19 feet along said south line to the intersection with the westerly right of way line of Huron Street; thence S00°-38'-15"W along said west line, 120.34 feet; thence S89°-27'-03"E, 60.00 feet to the easterly right of way line of Huron Street; thence S89°-24'-33"E, 254.18 feet to the westerly right of way line of Erie Street; continuing S89°-24'-33"E, 60.00 feet to the easterly right of way line of Erie Street; thence S00°-38'-22"W, 60.18 feet along said east line; thence S89°-24'-19"E, 120.05 feet; thence N00°-38'-25"E, 60.18 feet; thence S89°-24'-33"E, 134.05 feet to the westerly right of way line of Ontario Street; continuing S89°-24'-33"E, 60.00 feet to the easterly right of way line of Ontario Street; thence N00°-38'-29"E, 60.20 feet along said east line; thence S89°-27'-23"E, 254.92 feet to the westerly right of way line of Winnebago Street; continuing S89°-27'-23"E, 60.00 feet to the easterly right of way line of Winnebago Street; thence N00°-37'-47"E, 180.26 feet; thence N89°-28'-02"W, 60.01 feet to the westerly right of way line of Winnebago Street; continuing N89°-28'-02"W, 254.88 feet to the easterly right of way line of Ontario Street; thence N89°-17'-50"W, 60.00 feet to the westerly right of way line of Ontario Street; thence N89°-24'-37"W, 254.12 feet to the easterly right of way line of Erie Street; thence N00°-38'-22"E, 60.16 feet along said east line; thence N89°-24'-13"W, 60.00 feet to the westerly right of way line of Erie Street; continuing N89°-24'-13"W, 882.57 feet to the easterly right of way line of Michigan Street; thence S89°-20'-00"W, 29.39 feet; thence S01°-02'-14"W, 119.03 feet; thence S88°-54'-47"W, 29.79 feet to a point where the westerly right of way line of Michigan Street intersects the northerly right of way line of George Street; thence N89°-25'-02"W, 80.11 feet along the northerly right of way line of George Street; thence N00°-38'-03"E, 11.00 feet; thence N89°-25'-02"W, 160.09 feet; thence S82°-09'-41"W, 74.83 feet to a point where the westerly right of way line of Wisconsin Street intersects the northerly right of way line of George Street; thence N89°-24'-59"W along the northerly right of way line of George Street, 120.76 feet; thence N00°-37'-00"E, 17.50 feet; thence N89°-24'-47"W, 14.00 feet; thence N00°-37'-00"E, 72.98 feet; thence N89°-24'-17"W, 30.00 feet; thence N00°-37'-00"E, 10.05 feet; thence N89°-24'-13"W, 90.76 feet to the easterly right of way line of Broadway Street; thence S00°-35'-34"W, 40.22 feet along said east line; thence N89°-24'-34"W, 80.00 feet to a point where the westerly right of way line of Broadway Street intersects with the northerly right of way line of George Street; thence continuing N89°-24'-34"W along the northerly right of way line of George Street, 120.09 feet; thence continuing N89°-24'-43"W, 14.00 feet; thence N89°-24'-10"W, 112.15 feet along said north line to the easterly right of way line of Front Street; thence N01°-53'-14"W, 167.51 feet; thence N00°-26'-45"E, 194.50 feet to the northerly right of way line of James Street; thence N89°-44'-05"W, 148.34 feet; thence N89°-05'-40"W, 274.40 feet along said north line of James Street to the intersection of the low water mark of the east shore of the Fox River; thence meandering in a southerly direction along the low water mark of the east shore of the Fox River to a point that intersects with the intersection of the projected centerline of Merrill Street; thence S63°-34'-33"E, 190.94 feet along the projected centerline of Merrill Street to the centerline of Broadway Street and the point of beginning.

Said parcel contains 27.1 acres or 1,181,959 square feet, more or less.

VI. Plan Implementation

It is anticipated that improvements will be made during the life of the TID. A reasonable and orderly sequence is outlined in this plan. Public debt and expenditures will be made at the pace of private development interest to ensure that an increment is sufficient to cover expenses.

The order in which public improvements are made should be adjusted in accordance with development and execution of development agreements. The City reserves the right to alter the implementation of this plan to accomplish this objective.

VII. Existing Land Use

The existing land uses in TID No. 7 are predominantly downtown mixed uses. At least fifty percent of the buildings and property meet the statutory definition of “blighted area” as described in Wisconsin Statutes s.s. 66.1105(2)(a), based on the following conditions:

1. Most of the structures in TID No. 7 are over fifty years old, and meet the “blighted area” criteria for “dilapidation, deterioration, age, or obsolescence.”
2. Almost all of the buildings were constructed with common walls, which make them susceptible to a spreading fire in an adjacent building.
3. Being built immediately abutting each other hinders adequate ventilation, light, air and open space.
4. These structures would not pass current building code standards, but are allowed to continue under “grandfather” regulations.
5. Vacant “store fronts” qualifies as a “blighting influence” on the area.
6. Private party development of prime downtown locations due to owner/renter-occupied structures under multiple ownership is highly unlikely.
7. Vacant and underutilized land parcels have a “blighting” affect on neighboring parcels.
8. Environmentally contaminated sites exist, which discourages redevelopment.

VIII. Nonproject Costs

The City of De Pere does not anticipate incurring any nonproject costs.

IX. Existing Land Uses: Map #1

X. Blighted Properties Map #2

Attachment: Draft TID 7 Project Plan Amendment (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

XI. Proposed Boundary and Project Improvements: Map No. 3

Attachment: Draft TID 7 Project Plan Amendment (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

XII. Proposed Relocation Plan for Displaced Persons or Businesses

The City of De Pere is anticipating relocation of businesses and residents. The City will comply with all legal requirements of State Relocation laws, including taking the following steps and actions:

1. Before negotiations begin for the acquisition of property or easements, all property owners will be provided an informational pamphlet prepared by the Wisconsin Department of Administration (DOA), and if any person is to be displaced as a result of the acquisition, they will be given a pamphlet on "Relocation Benefits" as prepared by the DOA.
2. The City will provide each owner a full narrative appraisal, a map showing the owners of all property affected by the proposed project and a list of all neighboring landowners to whom offers are being made.
3. The City will file a relocation plan with DOA and shall keep records as required in Wisconsin Statutes 32.27.

XIII. Proposed Changes in Zoning Ordinances

The zoning in Block 17 (between City Hall block and Charles Street) would need to be changed to a Planned Development District to permit a mixed use development.

XIV. Proposed Changes in Master Plan, Building Codes and City Ordinances

This project plan is consistent with the City's Comprehensive Plan dated October 5, 2004. There are no proposed changes to the building codes or other City ordinances for the implementation of this project plan.

XV. Orderly Development of the City

TID No. 7 will generate interest to rehabilitate and add new structures to properties in the district area, which will assist in the orderly redevelopment of the inner core of the City of De Pere.

XVI. Opinion of City Attorney, i.e. Compliance with Wisconsin State Statutes, Section 66.1105

Attachment: Draft TID 7 Project Plan Amendment (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

Appendix #1

City Council Resolution

City of De Pere, Wisconsin

A Resolution Creating, Describing and Making Certain Findings

and Approving Project Plan for the

Tax Incremental District No. 7

WHEREAS, the overall development of the City of De Pere is recognized as a major need of the City; and

WHEREAS, the City of De Pere desires to create Tax Incremental District No. 7, in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law"), in order to provide a viable method of financing the costs of needed public improvements within said district and thereby create incentives and opportunities for appropriate private development, and enhancement of the east downtown area, which will contribute to the overall development of the City; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission on _____, 2006 held a public hearing concerning the proposed creation of Tax Incremental District No. 7, and proposed project plan thereof in the City of De Pere, wherein interested parties were afforded a reasonable opportunity to express their views; and

WHEREAS, prior to its publication, a copy of the notice of said hearing was sent to the chief executive officers of Brown County, the Northeast Wisconsin Technical College (the other entities having the power to levy taxes on property located within the proposed district) and the Board of Education of the De Pere Unified School District (the school district which includes property located within the proposed district), in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the proposed Description of Tax Incremental District No. 7, and recommended to the City Council that it create Tax Incremental District No. 7 within the area enclosed by said boundaries, as specified in the boundary description in the Project Plan entitled "Tax Incremental District No. 7", and

WHEREAS, the City of De Pere Plan Commission has prepared and adopted a project plan for Tax Incremental District No. 7, and

WHEREAS, the City of De Pere Plan Commission has submitted such plan to the City Council and recommended approval thereof, and

WHEREAS, the City Council hereby approves such project plan and finds the plan feasible and in conformity with the City of De Pere Comprehensive Plan;

Attachment: Draft TID 7 Project Plan Amendment (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

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

1. Pursuant to the Tax Increment Law, there is hereby created in the City of De Pere a tax incremental district to be known as "Tax Incremental District No. 7, City of De Pere", the boundaries of which shall be those recommended to the City Council as described and shown in the Project Plan.
2. The City Council hereby finds and declares that:
 - (a) Not less than 50% by area of the real property within the said tax incremental district is a blighted area, in need of rehabilitation or conservation work within the meaning of Section 66.1105 (2m)(b) of the Wisconsin Statutes; and
 - (b) The improvement of such area is likely to enhance the value of all of the other real property in said tax incremental district; and
 - (c) The aggregate value of equalized taxable property of the said tax incremental district plus the value increment of all existing districts within the City does not exceed 12% of the total value of equalized taxable property within the City of De Pere; and
 - (d) The project costs are intended to eliminate blight, directly serve to rehabilitate or conserve the area, and improvements made will enhance significantly the value of substantially all of the other real property in the District.

The City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2006, pursuant to the provisions of Section 66.1105(5)(b) of the Wisconsin Statutes.

The City Assessor is hereby authorized and directed to identify, upon the assessment roll returned and examined under Section 60.45 of the Wisconsin Statutes, those parcels of property which are within Tax Incremental District No. 7, specifying thereon the name of the said tax incremental district, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes, pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes.

Adopted this _____ day of _____, 2007

Michael Walsh
Mayor

Attest:

Charlene Peterson/City Clerk

Appendix No. 2

Plan Commission
Resolution ____-2006

Recommending Approval of the Project Plan and Boundary No. 7 to Tax Increment District No. 7, City of De Pere, Wisconsin

WHEREAS, the City of De Pere is proposing Tax Increment District No. 7 for the purpose of promoting downtown redevelopment, and;

WHEREAS, the Project Plan will provide opportunities for reinvestment and economic development, and;

WHEREAS, it is desirable and in the best interest of the City to adopt the project plan, which will create additional redevelopment opportunities within and in proximity to TID No. 7, and;

WHEREAS, on _____, 2006, the De Pere Plan Commission held a duly noticed public hearing at which interested parties were afforded a reasonable opportunity to express their views on the proposed TID No. 7 Project Plan and boundary.

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. Pursuant to Section 66.1105(4)(h) of the Wisconsin Statutes the Plan Commission recommends the project plan and boundary of the proposed TID No. 7 for the purpose of promoting redevelopment within and outside the district. Implementation of the plan will require expenditures relating to redevelopment, streetscaping, open space enhancements, facade restorations,

Section 2. The project plan contemplates expenditures for a street and utilities and related improvements outside of the district that are necessitated by the project plan for the district pursuant to Wis. Stat. 66.1105(2)(i) and 66.1105(2)(j).

Section 3. Such project plan expenditures are necessary to promote the development of the proposed TID No. 7 and adjoining lands.

Section 4. The De Pere Plan Commission finds that the project plan and TID No. 7 boundary is feasible and is in conformance with the Comprehensive Plan for the city, adopted October 5, 2004.

Section 5. The De Pere Plan Commission recommends Common Council approval and adoption of the Project Plan and Boundary for Tax Increment District No. 7.

Adopted: _____

Michael Walsh
Mayor

Attest _____
Charlene Peterson/City Clerk

Attachment: Draft TID 7 Project Plan Amendment (2657 : Resolution #14-105, Approving Amended Project Plan for TID #7)

Properties in TID No. 7

Base Property Value for January 1, 2007 (based on 2006 assessed values)

Tax Key Number (ED)	Address	Assessed Valuation
287	Wells Park	City Owned
588	1021 George Street	\$92,900
589	1003 George Street	\$98,500
596	1018 George Street	\$71,100
660	1002 George Street	\$158,200
716	Southwest corner of James & Front Street	City Owned
719	Wells Park	City Owned
783	100-102 S. Broadway Street	\$600,000
784	106 S. Broadway Street	\$210,100
785	114-116 S. Broadway Street	\$648,200
788	118 S. Broadway Street	\$154,300
788-1	Parking Lot	City Owned
789	126 S. Broadway Street	\$56,400
790	132 S. Broadway Street	\$527,400
793	Parking Lot W. of Storefronts	City Owned
794	Parking Lot W. of Storefronts	City Owned
796	Parking Lot W. of Storefronts	City Owned
798	302 George Street	\$314,300
799	210 S. Broadway St.	City Owned
801	Wells Park	City Owned
805	412 Charles Street (Doctor's Office)	City Owned
806	208 S. Wisconsin Street (Parking Lot)	City Owned
807	212 S. Wisconsin Street	\$32,500
808	222 S. Wisconsin Street (rental)	\$77,700
809	230 S. Wisconsin Street	\$99,400
810	232 S. Wisconsin Street	\$110,000
811	229 S. Broadway Street	\$269,700
812	221 S. Broadway Street	\$254,900
814	205 S. Broadway Street	City Owned
816	416 George Street	\$412,200
818	Parking lot fronting Wisconsin Street	City Owned
821	413 Charles Street -church	Tax Exempt
821-1	132 S. Wisconsin Street (Jeweler's store)	City Owned
823	135 S. Broadway Street	\$489,300
824	125 S. Broadway Street	\$434,300
825	129 S. Broadway Street	\$185,200
826	121 S. Broadway Street	\$192,100
827	123 S. Broadway Street	\$183,300

828	113 S. Broadway Street	\$169,900
829	115 S. Broadway Street	\$292,700
831	107 S. Broadway Street	\$280,000
833	101 S. Broadway Street	\$218,900
833-1	Parking Lot fronting George Street	City Owned
844	102 N. Broadway Street	City Owned
907	522 George Street	\$299,500
918	502 George Street	\$398,600
949	620 George Street	\$392,100
949-1	614 George Street	\$413,800
960	610 George Street	\$93,600
961	600 George Street	\$361,200
966	623 George Street	\$378,000
967	617 George Street	\$160,100
968-1	611 George Street	\$105,800
968-2	No address	\$400
968-3	609 George Street	\$142,100
969	108 N. Michigan Street	\$156,700
1006	109 N. Huron Street	\$76,500
1007	715 George Street	\$54,200
1008	701 George Street	\$279,700
1048	820 George Street	\$307,500
1058	802 George Street	\$397,700
1058-1	No Address	\$32,400
1065	109 N. Erie Street	\$47,400
1066	821 George Street	\$393,700
1067	805 George Street	\$373,700
1088	921 George Street (house gone, office building u/c)	\$35,200
1089	905 George Street	\$292,300
1094	920 George Street	\$81,600
1095	914 George Street	\$313,600
1103	115 S. Erie Street (new office bldg-partial assess.)	\$233,700
1104	908 George Street	\$181,200
1105	103 S. Erie Street	\$188,900
Total		\$12,824,700

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: September 16, 2014

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #14-106, Ratifying and Accepting CVS/pharmacy Grant (Drug Collection Unit).

In June 2014, the police department was notified the CVS Pharmacy corporation had grant opportunities to receive a drug drop box. Due to the looming deadline, the department applied for the grant. On September 8, 2014, the police department was notified it had received the grant by way of the delivery of the steel drug drop off box with a letter inside. The department had considered using the box for drug drop off during business hours. Discussions held since that premise have ventured into allowing 24-hour drop off ability.

If the box is accepted and used for drop off during business hours, the box would be located in the Health Department and available most business hours. If the box is used for 24-hour drop off, the box would have to be located in the vestibule of the front doors, and bolted to the concrete flooring.

In either case, the department would like to have the council accept this on short notice so we can place it in use as soon as possible.

The police department is responsible for the processing of the drugs dropped off and regardless of the location, the department would handle disposal of the dropped items.

This is a very worthwhile method of keeping drugs out of the hands of those who shouldn't have it, keeping our drinking water cleaner, and reducing contaminations of our landfill's. Please accept this grant.

If you should have any questions about this grant, please contact me at your convenience at 339-4075.

ATTACHMENTS:

- Reso14-106 (DOCX)

RESOLUTION #14-106

RATIFYING AND ACCEPTING CVS/pharmacy GRANT
(Drug Collection Unit)

WHEREAS, CVS/pharmacy provides grants to local law enforcement agencies for drug collection units through its Medication Disposal for Safer Communities program; and

WHEREAS, the Police Chief was notified that the Police Department has been awarded a drug collection unit from CVS/pharmacy which will be used as a drug drop off box at City Hall.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the submission of the grant application to CVS/pharmacy for the purposes specified above and gratefully accepts the grant awarded for such purposes.

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 16th day of September, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-106 (2620 : Resolution #14-106, CVS Drug Box Grant)

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

MEETING DATE: September 16, 2014

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Discussion regarding a request to designate the former Claude Allouez Bridge approach site as parkland.

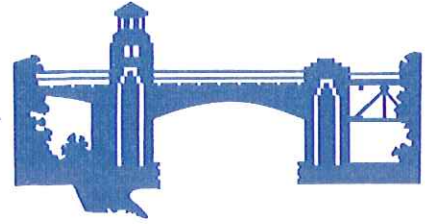
Alderspersons Kneiszel and Crevier have requested this item be placed on the agenda for discussion and approval.

ATTACHMENTS:

- Bridge Approach Letter From Jim Kneiszel (PDF)

CITY OF DE PERE

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



To: De Pere Common Council
From: Alderpersons Scott Crevier and Jim Kneiszel
Subject: old bridge approach property

With the restrictions from the state, along with the sentiment expressed by the community in the recent survey, we would like to discuss designating the old bridge approach as a city park. We don't want to continue to sit on the property, leaving the community to wonder what we're going to do with it. Instead, designating it as a city park would be the first step in moving forward with making that land more presentable and more usable by our citizens and visitors.

Jim Kneiszel
thewordhouse2@ameritech.net
(Office) 920-983-6636
(Mobile) 920-328-8692
215 Lorrie Way
De Pere, Wis. 54115

Check us out at www.the-wordhouse.com

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

MEETING DATE: September 16, 2014

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Establish City Administrator 2015 Salary.

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

MEETING DATE: September 16, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 9-16-14 VOUCHERS (PDF)

PACKET: 04518 SEP 2014 COUNCIL - 2 9-16-14

VENDOR SET: 01

21.a

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6426	ACL							
	I-201408-0	ACL	R	9/16/2014		120.60CR	072678	120.60
2982	ALL CITY COMMUNICATIONS							
	I-4699567-090114	ALL CITY COMMUNICATIONS	R	9/16/2014		203.08CR	072679	203.08
3919	ALLIED UTILITY EQUIPMENT INC							
	I-12866	ALLIED UTILITY EQUIPMENT INC	R	9/16/2014		110.08CR	072680	110.08
6022	APPLETON POST CRESCENT							
	I-8304799	APPLETON POST CRESCENT	R	9/16/2014		1,298.73CR	072681	1,298.73
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000058573	BADGER LABORATORIES & ENGINEER	R	9/16/2014		100.00CR	072682	100.00
0020	BADGERLAND PRINTING INC							
	I-24233	BADGERLAND PRINTING INC	R	9/16/2014		154.00CR	072683	154.00
0023	BATTERIES PLUS LLC							
	I-501-236060-01	BATTERIES PLUS LLC	R	9/16/2014		74.00CR	072684	
	I-501-236098-01	BATTERIES PLUS LLC	R	9/16/2014		33.48CR	072684	
	I-501-236906-01	BATTERIES PLUS LLC	R	9/16/2014		23.99CR	072684	
	I-501-388470B	BATTERIES PLUS LLC	R	9/16/2014		155.50CR	072684	286.97
0027	BAY TOWEL INC							
	I-1770043	BAY TOWEL INC	R	9/16/2014		122.83CR	072685	
	I-1789564	BAY TOWEL INC	R	9/16/2014		122.83CR	072685	
	I-1853453	BAY TOWEL INC	R	9/16/2014		38.11CR	072685	
	I-1856930	BAY TOWEL INC	R	9/16/2014		54.41CR	072685	
	I-1856931	BAY TOWEL INC	R	9/16/2014		21.22CR	072685	
	I-1858996	BAY TOWEL INC	R	9/16/2014		124.51CR	072685	
	I-1859016	BAY TOWEL INC	R	9/16/2014		84.05CR	072685	
	I-1860431	BAY TOWEL INC	R	9/16/2014		54.41CR	072685	622.37
0025	BAYCOM INC							
	I-157753	BAYCOM INC	R	9/16/2014		358.50CR	072686	
	I-158051	BAYCOM INC	R	9/16/2014		117.70CR	072686	476.20
6473	BEAVER OF WISCONSIN INC							
	I-85680	BEAVER OF WISCONSIN INC	R	9/16/2014		658.00CR	072687	658.00
2630	BENDLIN FIRE EQUIPMENT CO INC							
	I-85942	BENDLIN FIRE EQUIPMENT CO INC	R	9/16/2014		1,334.71CR	072688	1,334.71

Attachment: 9-16-14 VOUCHERS (2622 : Voucher Approval.)

PACKET: 04518 SEP 2014 COUNCIL - 2 9-16-14

VENDOR SET: 01

21.a

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1532	BOBCAT PLUS INC							
	I-IG21923	BOBCAT PLUS INC	R	9/16/2014		25.30CR	072689	25.30
0038	BROADWAY AUTOMOTIVE INC							
	I-414401	BROADWAY AUTOMOTIVE INC	R	9/16/2014		156.14CR	072690	156.14
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-884	BROWN COUNTY HIGHWAY DEPARTMEN	R	9/16/2014		98,953.92CR	072691	
	I-897	BROWN COUNTY HIGHWAY DEPARTMEN	R	9/16/2014		236,242.72CR	072691	335,196.64
2944	BROWN COUNTY JAIL							
	I-201409083815	BROWN COUNTY JAIL	R	9/16/2014		680.00CR	072692	680.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-25814	BROWN COUNTY PORT SOLID WASTE	R	9/16/2014		18,937.76CR	072693	18,937.76
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201409083820	BROWN COUNTY REGISTER OF DEEDS	R	9/16/2014		30.00CR	072694	30.00
1750	GREGORY BROWN							
	I-201409083814	GREGORY BROWN	R	9/16/2014		31.61CR	072695	31.61
5640	BROWNELLS INC							
	I-10342690.00	BROWNELLS INC	R	9/16/2014		34.43CR	072696	34.43
0660	CALIBRE PRESS INC							
	I-19134	CALIBRE PRESS INC	R	9/16/2014		139.00CR	072697	139.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-191825	CARQUEST AUTO PARTS LLC	R	9/16/2014		7.97CR	072698	
	I-6339-192327	CARQUEST AUTO PARTS LLC	R	9/16/2014		23.78CR	072698	
	I-6339-192370	CARQUEST AUTO PARTS LLC	R	9/16/2014		6.27CR	072698	38.02
0536	CDW GOVERNMENT INC							
	I-NL28510	CDW GOVERNMENT INC	R	9/16/2014		184.40CR	072699	
	I-NN36782	CDW GOVERNMENT INC	R	9/16/2014		106.00CR	072699	
	I-NP33245	CDW GOVERNMENT INC	R	9/16/2014		1,415.40CR	072699	1,705.80
2708	CLEANING SOLUTION SERVICES INC							
	I-05-9481	CLEANING SOLUTION SERVICES INC	R	9/16/2014		1,265.00CR	072700	1,265.00
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-0714DEPER	CONSOLIDATED UTILITY SERVICES	R	9/16/2014		498.00CR	072701	498.00

Attachment: 9-16-14 VOUCHERS (2622 : Voucher Approval.)

PACKET: 04518 SEP 2014 COUNCIL - 2 9-16-14

VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK		DISCOUNT	AMOUNT	CHECK	
			TYPE	DATE			NO#	AMOUNT
0217	COUNTRY VISIONS COOPERATIVE							
	I-201409083816	COUNTRY VISIONS COOPERATIVE	R	9/16/2014		62.90CR	072702	62.90
0061	CUMMINS NPOWER, LLC							
	I-802-3885	CUMMINS NPOWER, LLC	R	9/16/2014		858.18CR	072703	858.18
0063	DAANEN & JANSSEN INC							
	I-140532	DAANEN & JANSSEN INC	R	9/16/2014		50.00CR	072704	
	I-140761	DAANEN & JANSSEN INC	R	9/16/2014		250.00CR	072704	
	I-141017	DAANEN & JANSSEN INC	R	9/16/2014		550.00CR	072704	850.00
0554	DAVIS & KUELTHAU SC TRUST ACCOUNT							
	I-382140	DAVIS & KUELTHAU SC TRUST ACCO	R	9/16/2014		1,611.00CR	072705	1,611.00
6946	DEAN ENTERPRISES LLC							
	I-D-13434	DEAN ENTERPRISES LLC	R	9/16/2014		60.00CR	072706	
	I-D-14594	DEAN ENTERPRISES LLC	R	9/16/2014		125.00CR	072706	185.00
3067	THE DETAIL SHOP LLC							
	I-37944	THE DETAIL SHOP LLC	R	9/16/2014		75.00CR	072707	75.00
0970	DIESEL SPECIALISTS OF GREEN BAY INC							
	I-G68014	DIESEL SPECIALISTS OF GREEN BA	R	9/16/2014		55.31CR	072708	55.31
0075	DIGGERS HOTLINE INC							
	I-140 8 36401	DIGGERS HOTLINE INC	R	9/16/2014		705.00CR	072709	705.00
0078	DORNER INC							
	I-14-01 (3)	DORNER INC	R	9/16/2014		400,066.00CR	072710	400,066.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1673937	EMERGENCY MEDICAL PRODUCTS INC	R	9/16/2014		42.64CR	072711	42.64
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0814-255	EMPLOYEE RESOURCE CENTER INC	R	9/16/2014		337.50CR	072712	337.50
4915	ENVIROTECH EQUIPMENT CO, LLC							
	I-42714-22A	ENVIROTECH EQUIPMENT CO, LLC	R	9/16/2014		305.50CR	072713	
	I-90114-3A	ENVIROTECH EQUIPMENT CO, LLC	R	9/16/2014		15.36CR	072713	320.86
6690	ERC-ACHIEVE							
	I-1281	ERC-ACHIEVE	R	9/16/2014		175.00CR	072714	
	I-1282	ERC-ACHIEVE	R	9/16/2014		875.00CR	072714	1,050.00

Attachment: 9-16-14 VOUCHERS (2622 : Voucher Approval.)

PACKET: 04518 SEP 2014 COUNCIL - 2 9-16-14

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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
0091	FASTENAL COMPANY							
	I-WIGRE296609	FASTENAL COMPANY	R	9/16/2014		18.60CR	072715	
	I-WIGRE296737	FASTENAL COMPANY	R	9/16/2014		56.07CR	072715	
	I-WIGRE296815	FASTENAL COMPANY	R	9/16/2014		27.52CR	072715	102.19
6761	FASTSIGNS - GREEN BAY							
	I-GB34286	FASTSIGNS - GREEN BAY	R	9/16/2014		25.00CR	072716	25.00
2627	FESTIVAL FOODS INC							
	I-201409043806	FESTIVAL FOODS INC	R	9/16/2014		4.47CR	072717	
	I-201409083817	FESTIVAL FOODS INC	R	9/16/2014		45.53CR	072717	
	I-201409083818	FESTIVAL FOODS INC	R	9/16/2014		29.05CR	072717	
	I-201409083819	FESTIVAL FOODS INC	R	9/16/2014		14.47CR	072717	93.52
5173	FIRE RESCUE SUPPLY LLC							
	I-5545	FIRE RESCUE SUPPLY LLC	R	9/16/2014		774.00CR	072718	774.00
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2657546-00	FIRST SUPPLY GREEN BAY LLC	R	9/16/2014		70.14CR	072719	
	I-2660269-00	FIRST SUPPLY GREEN BAY LLC	R	9/16/2014		28.18CR	072719	
	I-2660273-00	FIRST SUPPLY GREEN BAY LLC	R	9/16/2014		64.29CR	072719	162.61
0835	FOSTER COACH SALES INC							
	I-9568	FOSTER COACH SALES INC	R	9/16/2014		34.44CR	072720	
	I-9569	FOSTER COACH SALES INC	R	9/16/2014		99.12CR	072720	
	I-9597	FOSTER COACH SALES INC	R	9/16/2014		196.56CR	072720	330.12
0105	FOX SPECIALITY COMPANY							
	I-28635	FOX SPECIALITY COMPANY	R	9/16/2014		87.38CR	072721	87.38
1891	GANNETT WI MEDIA							
	I-8306883	GANNETT WI MEDIA	R	9/16/2014		413.68CR	072722	413.68
6227	GLOBALSTAR USA							
	I-1000000005854298	GLOBALSTAR USA	R	9/16/2014		317.51CR	072723	317.51
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-974300469	GRAYBAR ELECTRIC COMPANY INC	R	9/16/2014		174.88CR	072724	
	I-974353123	GRAYBAR ELECTRIC COMPANY INC	R	9/16/2014		361.76CR	072724	
	I-974484787	GRAYBAR ELECTRIC COMPANY INC	R	9/16/2014		68.55CR	072724	
	I-974512099	GRAYBAR ELECTRIC COMPANY INC	R	9/16/2014		263.61CR	072724	868.80

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
4902	HALRON LUBRICANTS INC							
	I-693497-00	HALRON LUBRICANTS INC	R	9/16/2014		2,002.00CR	072725	
	I-693815-00	HALRON LUBRICANTS INC	R	9/16/2014		610.80CR	072725	2,612.80
3521	HD SUPPLY WATERWORKS LTD							
	I-C889906	HD SUPPLY WATERWORKS LTD	R	9/16/2014		53.00CR	072726	53.00
7036	JACOB HOFMANN							
	I-201409043807	JACOB HOFMANN	R	9/16/2014		115.00CR	072727	115.00
6886	IMMIXTECHNOLOGY INC.							
	I-101656	IMMIXTECHNOLOGY INC.	R	9/16/2014		342.42CR	072728	
	I-98786	IMMIXTECHNOLOGY INC.	R	9/16/2014		2,111.59CR	072728	
	I-99716	IMMIXTECHNOLOGY INC.	R	9/16/2014		1,198.47CR	072728	3,652.48
1399	INDOFF INC							
	I-2502999	INDOFF INC	R	9/16/2014		137.95CR	072729	
	I-2503379	INDOFF INC	R	9/16/2014		179.66CR	072729	
	I-2505110	INDOFF INC	R	9/16/2014		89.98CR	072729	
	I-2505589	INDOFF INC	R	9/16/2014		310.50CR	072729	
	I-2505642	INDOFF INC	R	9/16/2014		245.43CR	072729	963.52
4725	INLAND POWER GROUP INC							
	I-2121745-00	INLAND POWER GROUP INC	R	9/16/2014		2,552.73CR	072730	2,552.73
1276	JX ENTERPRISES INC							
	I-D-242320142	JX ENTERPRISES INC	R	9/16/2014		36.92CR	072731	
	I-D-242380052	JX ENTERPRISES INC	R	9/16/2014		5.42CR	072731	
	I-D-242390058	JX ENTERPRISES INC	R	9/16/2014		81.95CR	072731	
	I-D-242390071	JX ENTERPRISES INC	R	9/16/2014		288.66CR	072731	
	I-D-242460024	JX ENTERPRISES INC	R	9/16/2014		9.80CR	072731	422.75
3140	KUNDINGER FLUID POWER INC							
	I-50298394	KUNDINGER FLUID POWER INC	R	9/16/2014		247.59CR	072732	247.59
6444	KWIK TRIP INC							
	I-2470499	KWIK TRIP INC	R	9/16/2014		93.57CR	072733	
	I-2483980	KWIK TRIP INC	R	9/16/2014		93.02CR	072733	186.59
0153	LAFORCE INC							
	I-829159 RI	LAFORCE INC	R	9/16/2014		570.30CR	072734	570.30

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1	LIGHTHOUSE CHURCH							
	I-201409053811	SECURITY DEP	R	9/16/2014		25.00CR	072735	25.00
5269	MASTERFILES INC							
	I-2908091401	MASTERFILES INC	R	9/16/2014		7.50CR	072736	7.50
0173	MENARDS INC							
	I-46510	MENARDS INC	R	9/16/2014		74.43CR	072737	
	I-46821	MENARDS INC	R	9/16/2014		12.94CR	072737	
	I-46870	MENARDS INC	R	9/16/2014		46.94CR	072737	
	I-46942	MENARDS INC	R	9/16/2014		6.96CR	072737	
	I-47372	MENARDS INC	R	9/16/2014		9.43CR	072737	150.70
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-215887	MILLER & ASSOC SAUK PRAIRIE IN	R	9/16/2014		8,245.00CR	072738	8,245.00
0076	NASSCO INC							
	I-81823234.001	NASSCO INC	R	9/16/2014		252.60CR	072739	252.60
0531	NORTHEAST AUTO PARTS INC							
	C-293141	NORTHEAST AUTO PARTS INC	R	9/16/2014		16.51	072740	
	C-293558	NORTHEAST AUTO PARTS INC	R	9/16/2014		130.00	072740	
	I-291707	NORTHEAST AUTO PARTS INC	R	9/16/2014		3.49CR	072740	
	I-293104	NORTHEAST AUTO PARTS INC	R	9/16/2014		16.51CR	072740	
	I-293212	NORTHEAST AUTO PARTS INC	R	9/16/2014		230.98CR	072740	
	I-293420	NORTHEAST AUTO PARTS INC	R	9/16/2014		15.49CR	072740	
	I-293470	NORTHEAST AUTO PARTS INC	R	9/16/2014		15.49CR	072740	
	I-293475	NORTHEAST AUTO PARTS INC	R	9/16/2014		5.29CR	072740	
	I-293583	NORTHEAST AUTO PARTS INC	R	9/16/2014		189.00CR	072740	
	I-293729	NORTHEAST AUTO PARTS INC	R	9/16/2014		52.14CR	072740	
	I-293738	NORTHEAST AUTO PARTS INC	R	9/16/2014		13.16CR	072740	395.04
5344	PABICH, KEN							
	I-201409053812	PABICH, KEN	R	9/16/2014		287.84CR	072741	287.84
0202	PEPSI COLA NEW INC							
	I-209819	PEPSI COLA NEW INC	R	9/16/2014		72.00CR	072742	72.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-49439	PM SUPPLY - WRIGHT INDUSTRIAL	R	9/16/2014		351.80CR	072743	
	I-49457	PM SUPPLY - WRIGHT INDUSTRIAL	R	9/16/2014		39.48CR	072743	391.28

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0208	POMP'S TIRE SERVICE INC							
	I-90017606	POMP'S TIRE SERVICE INC	R	9/16/2014		207.04CR	072744	
	I-90017858	POMP'S TIRE SERVICE INC	R	9/16/2014		157.50CR	072744	
	I-90017951	POMP'S TIRE SERVICE INC	R	9/16/2014		83.45CR	072744	447.99
0209	POOL WORKS INC							
	I-79819-1	POOL WORKS INC	R	9/16/2014		880.00CR	072745	880.00
1701	PRAXAIR DISTRIBUTION INC							
	I-50287696	PRAXAIR DISTRIBUTION INC	R	9/16/2014		19.44CR	072746	19.44
1246	PREVEA WORKMED INC							
	I-91350	PREVEA WORKMED INC	R	9/16/2014		172.00CR	072747	
	I-91476	PREVEA WORKMED INC	R	9/16/2014		359.25CR	072747	531.25
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-310401	PROFESSIONAL SERVICE INDUSTRIE	R	9/16/2014		1,575.00CR	072748	
	I-312454	PROFESSIONAL SERVICE INDUSTRIE	R	9/16/2014		6,143.70CR	072748	7,718.70
3450	RASMUSSEN ELECTRIC LLC							
	I-14906	RASMUSSEN ELECTRIC LLC	R	9/16/2014		60.00CR	072749	60.00
5393	RICOH USA INC.							
	I-1047514724	RICOH USA INC.	R	9/16/2014		41.00CR	072750	
	I-18598243	RICOH USA INC.	R	9/16/2014		2,170.97CR	072750	
	I-5032271507	RICOH USA INC.	R	9/16/2014		107.22CR	072750	2,319.19
0401	ROBINSON METAL INC							
	I-14-01751	ROBINSON METAL INC	R	9/16/2014		12,690.00CR	072751	12,690.00
5632	RW MANAGEMENT GROUP INC							
	I-914-656	RW MANAGEMENT GROUP INC	R	9/16/2014		9,000.00CR	072752	9,000.00
5587	SAFELITE FULFILLMENT INC							
	I-5170-155163	SAFELITE FULFILLMENT INC	R	9/16/2014		74.94CR	072753	74.94
0234	SAINT NORBERT COLLEGE INC							
	I-LS42731	SAINT NORBERT COLLEGE INC	R	9/16/2014		50.00CR	072754	50.00
4875	SANOFI PASTEUR							
	I-903338679	SANOFI PASTEUR	R	9/16/2014		174.73CR	072755	174.73

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0242	SCOTT CONSTRUCTION INC							
	I-11083MB	SCOTT CONSTRUCTION INC	R	9/16/2014		72.30CR	072756	72.30
0406	SIMPLEXGRINNELL INC							
	I-40713611	SIMPLEXGRINNELL INC	R	9/16/2014		9,975.00CR	072757	9,975.00
0252	SOUTHSIDE TIRE CO INC							
	I-3036017	SOUTHSIDE TIRE CO INC	R	9/16/2014		331.44CR	072758	
	I-3037094	SOUTHSIDE TIRE CO INC	R	9/16/2014		345.00CR	072758	676.44
0999	STAPLES ADVANTAGE							
	I-3239936725	STAPLES ADVANTAGE	R	9/16/2014		33.34CR	072759	
	I-3240417533	STAPLES ADVANTAGE	R	9/16/2014		19.60CR	072759	52.94
1119	THE SWAN CLUB							
	I-201409053813	THE SWAN CLUB	R	9/16/2014		127.15CR	072760	127.15
1528	TEAM APPAREL & SPECIALTIES INC							
	I-80086	TEAM APPAREL & SPECIALTIES INC	R	9/16/2014		560.50CR	072761	560.50
6989	TRILLIUM CNG (1700)							
	I-INV0009572	TRILLIUM CNG (1700)	R	9/16/2014		2,266.19CR	072762	2,266.19
0417	TWEET GAROT MECHANICAL INC							
	I-8893	TWEET GAROT MECHANICAL INC	R	9/16/2014		273.00CR	072763	273.00
0272	UNIFORM SHOPPE INC							
	I-235141	UNIFORM SHOPPE INC	R	9/16/2014		51.95CR	072764	
	I-235144	UNIFORM SHOPPE INC	R	9/16/2014		56.95CR	072764	
	I-235338	UNIFORM SHOPPE INC	R	9/16/2014		66.90CR	072764	175.80
1911	UNITED PARCEL SERVICE INC							
	I-16FV3344	UNITED PARCEL SERVICE INC	R	9/16/2014		45.48CR	072765	45.48
1596	UNITED SIGN CORP							
	I-33940	UNITED SIGN CORP	R	9/16/2014		139.00CR	072766	139.00
7015	US BANK EQUIPMENT FINANCE							
	I-261110852	US BANK EQUIPMENT FINANCE	R	9/16/2014		207.50CR	072767	207.50
4696	US CELLULAR							
	I-49591642	US CELLULAR	R	9/16/2014		93.43CR	072768	93.43

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0277	VAN'S FIRE & SAFETY INC							
	I-4063777	VAN'S FIRE & SAFETY INC	R	9/16/2014		25.00CR	072769	
	I-4064038	VAN'S FIRE & SAFETY INC	R	9/16/2014		132.25CR	072769	157.25
3724	VISU-SEWER CLEAN & SEAL INC							
	I-14-03 (1)	VISU-SEWER CLEAN & SEAL INC	R	9/16/2014		102,438.62CR	072770	102,438.62
0426	WERNER ELECTRIC SUPPLY							
	I-S4258376.001	WERNER ELECTRIC SUPPLY	R	9/16/2014		79.00CR	072771	79.00
0282	WESCO DISTRIBUTION INC							
	I-821207	WESCO DISTRIBUTION INC	R	9/16/2014		249.53CR	072772	249.53

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	95	0.00	946,255.73	946,255.73
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:	95	0.00	946,255.73	946,255.73

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 9-16-14 VOUCHERS (2622 : Voucher Approval.)

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

FUND	PERIOD	AMOUNT
100	9/2014	75,110.11CR
201	9/2014	437.25CR
208	9/2014	635.00CR
235	9/2014	25.00CR
405	9/2014	845,419.96CR
415	9/2014	8,365.42CR
601	9/2014	13,710.42CR
650	9/2014	2,552.57CR
ALL		946,255.73CR

Attachment: 9-16-14 VOUCHERS (2622 : Voucher Approval.)

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

MEETING DATE: September 16, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Operator License Applications.

ATTACHMENTS:

- OPERATOR LICENSE LIST (PDF)

CITY OF DE PERE - SEPTEMBER 16, 2014

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	RUELLE, KATIE E.	600 GRAY ST.	GREEN BAY	WI	54303
New Operator License Applications for the 2014-2016 Licensing Period					
1	BEALHEN, PAULA A.	829 VOELKER ST.	DE PERE	WI	54115
2	DIEDERICH, JENNA L.	2062 TERRY LN.	DE PERE	WI	54115
3	DWYER HUNNER, JEAN	1812 EDGAR ST.	DE PERE	WI	54115
4	FOX, ALEXANDRIA G.	613 4TH ST.	DE PERE	WI	54115
5	GRAY, BARBARA A.	535 BRULE RD.	DE PERE	WI	54115
6	HORST, RONEE L.	415 S. ASHLAND AVE.	GREEN BAY	WI	54303
7	JENSEN, KRISTIN JO	972 ALDRIN ST.	DE PERE	WI	54115
8	KAUR, PARAMJIT	777 OAK ST.	NEENAH	WI	54952
9	NISHIMOTO, KIRSTEN M.	550 S. 9TH ST.	DE PERE	WI	54115
10	ROSNER, COREY W.	1961 SCHEURING RD., APT. 4	DE PERE	WI	54115
11	SWIECICHOWSKI, DENNIS T.	509 N. WASHINGTON ST.	DE PERE	WI	54115
12	VANDEN HEUVEL, JORDAN T.	1116 LANGLADE AVE.	GREEN BAY	WI	54304