



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, August 19, 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 **August 19, 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 August 5, 2014 Common Council Meeting.
4. A Public Hearing for the purpose of receiving public comment on an Intergovernmental Cooperation Agreement between the City of De Pere and the Village of Allouez to determine a portion of the common boundary line through detachment and annexation of territory.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #14-83, Authorizing Intergovernmental Cooperation Agreement Between the City of De Pere and Village of Allouez to Determine a Portion of the Common Boundary Line through Detachment and Annexation of Territory.
 - D. Ordinance #14-10, Detaching Territory from the City of De Pere.
 - E. Resolution #14-84, Authorizing Intergovernmental Cooperation Agreement Between the City of De Pere and Village of Allouez (LeBrun Street Reconstruction and Trail).
5. A Public Hearing to act on a conditional use request for St. Norbert College student housing to be allowed at the existing apartment buildings located at 420 and 450 College Avenue.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #14-85, Authorizing and Approving a Conditional Use Permit (Parcel WD-657).
6. Public comment upon matters not on the agenda or other announcements.
7. Recommendation from Finance Committee to Approve De Pere Christian Outreach Donation to Police Department

8. Recommendation from the License Committee on a Request for a Temporary Premise Description Change for St. Norbert College, De Pere, WI submitted by St. Norbert College Inc., Agent: Assoc. Dir. Catering, Terrie DuBois, 729 Bascom Way, Green Bay, WI 54311.
9. Recommendation from the License Committee on a Request for a Temporary Premise Description Change for Drift Inn, 1535 N. Ashland Ave., De Pere, WI submitted by ALCHRIS, LLC, Agent: Gail Kozlovsky, 4900 Sportman Dr., De Pere, WI.
10. Recommendation from the Board of Public Works to Award the Bid for Project 14-16 Clearing, Grubbing, and Ditching to Relyco, Inc. in the Amount of \$37,325.00
11. Recommendation from the Board of Public Works to Accept the Quote from Bodart Electric for \$500.00 to Install a Pedestrian Crossing Signal on Third Street at the Intersection of Marsh Street for St. Norbert College.
12. Resolution #14-86, Disallowance of Claim (Steven Cloute).
13. Consideration of Agreements Regarding 301 North Broadway Street.
 - A. Resolution #14-87, Authorizing Termination and Mutual Release Agreement Between the City of De Pere and Nicolet Real Estate and Investment Corporation.
 - B. Resolution #14-88, Authorizing Reciprocal Parking Lot Use and Maintenance Agreement.
 - C. Resolution #14-89 , Authorizing and Approving Revocable Occupancy Permit for Steve Kersten for Parking Lot and Refuse Container Storage (301 North Broadway).
14. Resolution #14-90, Authorizing Facade Improvement Grants for Improvements to 313 Main Avenue, 486 Main Avenue and 620 George Street.
15. Resolution #14-91, Authorizing Parish Facility Use Agreement with St. Mary Catholic Church.
16. Resolution #14-92, Ratifying Fire Department Public Safety Grant Application.
17. Resolution #14-93, Authorizing Contract with Wisconsin Public Service Corporation for Outdoor Lighting Service (County Highway PP Roundabout).
18. Resolution #14-94, Authorizing State/Municipal Agreements for Various Street Improvement Projects.
19. Voucher Approval.
20. Operator License Applications.
21. Future agenda items.
22. 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
Eileen Jahnke, St. Norbert College
Masters Properties of De Pere, LLC
VHC, Inc.
C. Kroll Properties, LLC
De Pere Christian Outreach Corporation
Linzmeier Family, LP
Randall S. Van Den Elzen, Van's Heating
Joseph B. Van Denack
Carol Jean, Jacobe
Laura L. Quigley & Scott A. Van Ryzin
Curtis & Mary Moore
Accounts Payable Wisconsin Central, Ltd
Investors Community Bank
Nicolet Highlands, LLC
Veronica Trofka
Niels Jensen
Michael and Ellen Rosewall
Michael and Debra Murray
Maurice and Lynn Kane
Mary McGee
Mary Jo Antil
Lee and Lynda Degroot
Katherine Street
Julie Zahn
Linda Wanless
Joyce Dirschl
John and Carol Verdette
Jeanie Lambert
Jean Barnes
Janis Priewe
James and Sarah Kubiak
James and Margaret Schiffer
James and Eva Schumerth
Mary Weber
Glen and Kathy Konshak
Gary and Linda Dallas
Gary and Darlene Emmers
Eliot Wolf
Elaine Plog

Donald Pecha
Cletus and Loretta Delvaux
Cheryl Raplinger
Carol Gilsdorf
Beverly Kroll
Barbara Varney
Kevin & Karla Kujava , NIP IT, LLC
Brian O'Shaughnessy, 313 Main in De Pere, LLC
Joe Kirschling, Smooth Money of Iowa, LLC DBA Toppers Pizza
Steven Cloute
Tim Bodart, Bodart Electric
Brad Ottum, Relyco, Inc.
Jay Dressen, WPS
Adam Kersten, Kersten Realty
Rob Straebel, Nicolet Real Estate & Development
Terrie Dubois, St. Norbert College
Gail Kozlovsky, Drift Inn
St. Marys Catholic Church

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: August 19, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the August 5, 2014 Common Council Meeting.

ATTACHMENTS:

- 8-05-2014 Common Council Meeting (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, August 5, 2014

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting called to order on August 5, 2014 at 7:30 p.m. in the 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 July 15, 2014 Common Council Meeting.

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

4. Public comment upon matters not on the agenda or other announcements. None.

5. Recommendation from the License Committee on a Request for a Temporary Premise Description Change for La Vie Boheme, 421 George St., Ste. 101, De Pere, WI submitted by La Vie Boheme, LLC, Agent: Doreen Marie Martin, 502 Lewis St., De Pere, WI 54115. Withdrawn by the applicant.

6. Recommendation from the Plan Commission to approve the extra territorial CSM Application for a single lot and out lot in the Town of Ledgeview. Agent: McMahon.

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

7. Recommendation from the Plan Commission to approve the CSM Application for a single lot on Fox Point Circle. Agent REL.

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

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

Attachment: 8-05-2014 Common Council Meeting (2542 : Approval of the Minutes of the August 5, 2014 Common Council Meeting.)

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

9. Recommendation from the Board of Park Commissioners to accept low bid for Braisher Park Shelter renovation and request City Council to redirect funds from other Capital Projects that have finished under budget.
 Roll call vote.

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

10. Recommendation from the Board of Park Commissioners to accept a donation of one Riverwalk Bench Donation from Beverly Tollefson.

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

11. Recommendation from the Board of Park Commissioners to accept donation of one Riverwalk Bench from Patricia Campbell.

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

12. Recommendation from the Board of Park Commissioners to accept two Riverwalk Bench Donations from Joe Schinkten.

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

13. Recommendation from the Board of Park Commissioners to accept \$2000 Donation from the Wochinske Family Foundation for the Recreation Scholarship.
 Alderperson Donovan thanked everyone for their donations.

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

14. Resolution #14-81, Authorizing Donation Agreement Between the City of De Pere and De Pere Youth Hockey, Incorporated.

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

15. Resolution #14-82, Authorizing Street Name Change (Fox Point Court to Fox Point Circle).
Alderperson Bauer asked if this street name change affected anyone; City Planner Ken Pabich said that it did not.

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

16. Consider Project Approach and Timeline for Sidewalk Construction on Lawrence Drive. City Engineer Eric Rakers explained the sidewalk design from Southwest Park to Scheuring Road and the proposal to put sidewalks in on both sides. He explained that it was passed by the Board of Public Works in 2008 and never went to Council because more design on the project needed to be completed. A public meeting was held on June 18th, 2014 and the results of residents surveyed were 139 in favor of the project and 15 opposed. The project will come back to Council for special assessments in 2015. Discussion followed with Eric Rakers and the Council.

Alderperson Donovan moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously.

Robert Terhar came forward and spoke in opposition of the sidewalk on the west side of the street.

James Neuman came forward and spoke in opposition of a sidewalk on the west side of the street.

Gerald Andrews stated that he does not object to the sidewalk, but that the property owners pay for the cost of the sidewalk and not the City.

Susan Bougie came forward and spoke in opposition of a sidewalk on the west side of the street.

Paul Bougie came forward and stated that he would be happy to help pay for the sidewalk installation on the east side of Lawrence Drive if the City decides not to put in the west side sidewalks.

Alderperson Donovan moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously. Discussion followed and City Engineer answered further questions from the Council.

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

17. Discuss sex offender residency concerns.
- Police Chief Beiderweiden: provided a history of the ordinance on residency restriction and that the Council decided to repeal the ordinance in 2013. He explained why he doesn't support residency restrictions for sex offenders.
- Discussion followed with the Council regarding the current ordinance prohibiting loitering. Discussion followed regarding the 11 ordinances in place in the surrounding communities and their effect on sex offenders living in De Pere. Discussion followed regarding putting a barrier in place of 500 feet near areas where children congregate. Chief Beiderweiden explained that some sex offenders on the registry are not under DOC supervision and the process that they go through after they are released from prison. He explained the Advisory Board made up of citizens that meets in De Pere when a new offender moves in and that they determine the level of notification given by the Police Chief to the community.
- Alderperson Donovan moved, seconded by Alderperson Rafferty to open the meeting. Upon vote, motion carried unanimously.
- Barb Netelle, the Administrator at Syble Hopp School, reviewed what had happened at the last Council meeting on July 15th. She announced that the principal of the school has prepared a PowerPoint presentation to share with the Council.
- Scott King, member of the Board of Trustees for Syble Hopp, stated his support and the support of the Board of Trustees of having an ordinance in place to provide a safe place for their special population.
- Abbie Nizzia, principal of Syble Hopp School, presented a slideshow about Syble Hopp School, their curriculum, statistics of the likelihood of persons with disabilities being a victim of a violent crime, recidivism of sex offenders, and a proposal to place a safety zone around the school. She expanded on the duplex owned by the school and that students use it under supervision.
- Sue Lockwood, director of Brown County's Sexual Assault Center and the Child Advocacy Center, came forward and discussed with the Council her reasons for not supporting a residency restriction. She shared information with the Council about sex offenders and pedophiles.
- Terry Wolfgram spoke representing a young man that he mentors that lives near Syble Hopp and is a Syble Hopp graduate. He stated his concern about the lack of a residency restriction around Syble Hopp School.
- Lynn Meshke, parent of a Syble Hopp student, stated her concern for the lack of a residency restriction near Syble Hopp School.

Jessica Smits, parent of a Syble Hopp student, stated her concern for the lack of a residency restriction near Syble Hopp School. She requested a mandatory notification of a new offender in the area from the Police Department to all schools, day cares, and victims of sexual assault.

Carrie Bressers stated her concern for the lack of a residency restriction for other school areas in De Pere.

Jennifer Schubring, teacher at Syble Hopp, used a voice simulator to introduce herself. She teaches children to use these simulators to communicate and most of them are only capable of using preprogrammed messages to use, and many of them don't develop enough to understand yes or no questions. She stated that having a sex offender 30 feet from the school is a huge threat to safety.

Holly Ladwig, citizen of De Pere, stated that community members and the police department should work together to find solutions to these problems.

Aldersperson Donovan moved, seconded by Aldersperson Boyd to close the meeting. Upon vote, motion carried unanimously.

Mayor Walsh mentioned various letters that he received and he passed those on to the Council members.

Police Chief Derek Beiderwieden answered some of the questions raised during open meeting.

Discussion with the Council followed regarding the the restrictions of this particular offender, the loitering ordinance, the state notification system, and the previous ordinance.

Aldersperson Donovan moved to direct the City Attorney to draft an ordinance enforcing the proposed safety zone near Syble Hopp School prohibiting residency. Aldersperson Crevier seconded the motion for purpose of discussion. Discussion followed. Upon vote, motion failed 1-7 with Aldersperson Donovan voting ay. Discussion followed. Aldersperson Crevier moved, seconded by Aldersperson Lueck to form a special commission to address sex offender residency concerns. Upon vote, motion carried unanimously.

RESULT:	DISCUSSED
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18. Voucher Approval.

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

19. Operator License Applications.

CITY OF DE PERE - AUGUST 5, 2014					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	GENZ, FELICIA L.	435 1/2 LANDE ST.	DE PERE	WI	54115
2	HILL JR., WILLIAM J.	1310 S. OAKLAND AVE.	GREEN BAY	WI	54304
3	HOLTZ, LAUREN J.	909 ATHENS DR.	GREEN BAY	WI	54311
4	LAWRENCE, LORI A.	1403 CHICAGO ST.	DE PERE	WI	54115
5	MARLOW, SHARON M.	1118 S. 9TH ST.	DE PERE	WI	54115
6	MARQUETTE, MEGAN M.	144 GARFIELD ST.	KAUKAUNA	WI	54130
7	MORRIS, LINDSAY J.	2134 EARLY ST.	GREEN BAY	WI	54304
8	SCHEFFEL, TRACY, J.	819 ABRAMS ST.	GREEN BAY	WI	54302
9	STANKEVICH, JACQUELINE J.	843 ASH ST.	DE PERE	WI	54115
10	TREICHEL, JUSTIN J.	2946 LARK RD.	GREENLEAF	WI	54126
11	TRUDELL, SAMUEL, J.	2282 RED TAIL GLEN	DE PERE	WI	54115
12	WOODLIFF, NICOLE L.	2411 GLENDALE AVE.	HOWARD	WI	54303
13	WYCKOFF, JASON P.	2514 GARDEN PARK TERRACE	GREEN BAY	WI	54311
Temporary Operator License Applications					
1	FRUZEN, ROBERT A.	1132 SCHEURING RD.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	ABEL, TIFFANY M.	1901 RIDGEWAY DR.,#55	DE PERE	WI	54115
2	BALLARD, JULIE A.	216 N. HURON ST.	DE PERE	WI	54115
3	BAUER, ALICIA S.	1571 BIEMERET ST.	GREEN BAY	WI	54304
4	BLEAN, KRISTIN M.	2190 KING JAMES	GREEN BAY	WI	54304
5	BONCHER, STEPHANIE J.	2395 MERRY CREEK CT.	GREEN BAY	WI	54311
6	FRALIN III, WILLIAM E.	1440 E. COLLEGE AVE.	APPLETON	WI	54915
7	FRANCH, ALESSANDRA S.	208 S. WEBSTER, #2	GREEN BAY	WI	54301
8	GARDNER, TIARRE' S.	121 S. MAPLE AVE.	GREEN BAY	WI	54303
9	HARRELL, STEVEN T.	502 N. TENTH ST., #81	DE PERE	WI	54115
10	HENDRICKS, KIM L.	837 MEMORY AVE.	GREEN BAY	WI	54301
11	JANSSEN, ELLEN A.	255 N. 10TH ST., APT. 215	DE PERE	WI	54115
12	JOHNSTON, TAMMY L.	627 CLOVER LN.	GREEN BAY	WI	54301
13	KOPP, KARRIE L.	5307 COUNTY RD. X	DE PERE	WI	54115
14	KRUEGER, EMILIE E.	3661 SHILOH RD.	SUAMICO	WI	54173
15	LINSKENS, ERIC J.	3398 WILDERNESS TRL.	GREEN BAY	WI	54313
16	LUEDEMAN, BROOKS J.	1325 S. TAYLOR ST.	GREEN BAY	WI	54304
17	MAASS-EVERAD, AUTUMN A.	N9339 FRENCH RD.	SEYMOUR	WI	54165
18	MIER, ALICIA, R.	2211 MAGNOLIA LN.	GREEN BAY	WI	54304
19	MONTANYE, TIFFANY M.	226 E. ALLOUEZ AVE.	GREEN BAY	WI	54301
20	MOTT, REBECCA L.	1280 CASS ST.	GREEN BAY	WI	54301
21	POLOMIS, CARRIE R.	723 S. SUPERIOR ST.	DE PERE	WI	54115
22	POWERS, CHRISTINE M.	2905 ANCESTOR WAY	GREEN BAY	WI	54313
23	SCHREIBER, STORMY S.	1510 W. PAULSON RD.	GREEN BAY	WI	54313
24	SKOWRONSKA, ARIANA R.	420 S. HURON ST.	DE PERE	WI	54115
25	TURRIFF, LAUREN E.	1480 NAVIGATOR WAY	DE PERE	WI	54115
26	VANDER BLOOMEN, KELSEY E.	1336 S. OAKLAND AVE.	GREEN BAY	WI	54304
27	VERDEGAN, DAWN M.	319 S. QUINCY ST.	GREEN BAY	WI	54301
28	WILLIAMS, PAIGE N.	2071 HILLTOP DR.	GREEN BAY	WI	54313

Alderson Bauer moved, seconded by Alderson Raasch to approve Previously Tabled Operator License Applications #4, 8-10, and 13, to table #1, 2, 5, 11, and 12, and to deny #3, 6, and 7. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Boyd to approve Temporary Operator License Application #1. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Raasch to approve Operator License Applications #3, 4, 6-14, 17, 18, and 21-28 and to table #1, 2, 5, 15, 16, 19, and 20. Upon vote, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

20. Future agenda items. None.
21. Adjournment. Alderson Rafferty moved, seconded by Alderson Bauer to adjourn at 10:46 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: August 19, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #14-83, Authorizing Intergovernmental Cooperation Agreement Between the City of De Pere and Village of Allouez to Determine a Portion of the Common Boundary Line through Detachment and Annexation of Territory.

ATTACHMENTS:

- Reso14-83 (DOCX)
- Allouez DePere LeBrun Detach Annex De Pere Agreement (DOCX)
- Exhibits A & B - LeBrun (PDF)
- Exhibit C - LeBrun (DOCX)
- Exhibit D - LeBrun (DOCX)
- PC_Staff_Agreements_Lebrun Rd (PDF)

RESOLUTION #14-83

AUTHORIZING INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF DE PERE AND VILLAGE OF ALLOUEZ TO DETERMINE
A PORTION OF THE COMMON BOUNDARY LINE THROUGH DETACHMENT
AND ANNEXATION OF TERRITORY

WHEREAS, De Pere and Allouez share a common boundary, LeBrun Street; and

WHEREAS, that portion of LeBrun Street east of East River Drive is subject to a separate Intergovernmental Cooperation Agreement between the City of DePere and the Village of Allouez for the establishment of a recreational trail and reconstruction of said portion of LeBrun Street and that Intergovernmental Agreement calls for that portion of LeBrun Street located in the City of De Pere to be detached from the City of De Pere and annexed to the Village of Allouez to accomplish the purposes of that Intergovernmental Agreement; and

WHEREAS, Wis. Stats. §66.0301 sets forth procedures whereby municipalities may provide for intergovernmental cooperation for purposes of furthering the public interests of each community; and

WHEREAS, Wis. Stats. §66.0301(6) provides a specific mechanism whereby two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between them; and

WHEREAS, De Pere and Allouez each desire that the boundary between them be re-established so that the subject area is detached from De Pere and brought into Allouez and so that the boundary between Allouez and De Pere is well planned, and promotes the establishment of a recreational trail on and the reconstruction of a portion of LeBrun Street for the benefit of both communities; and

WHEREAS, both parties desire to enter into the attached Agreement to further the public interests and objectives of both De Pere and Allouez and to provide for cooperation that is beneficial to citizens in both communities; and

WHEREAS, the De Pere Clerk-Treasurer has published a Notice of Public Hearing regarding such improvements and, pursuant thereto, a public hearing has been held at the City of De Pere Council Chambers on the 19th day of August, 2014 at 7:30 p.m., whereupon the Common Council heard all interested parties or their agents or attorneys.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves the attached Intergovernmental Cooperation Agreement Between the City of De Pere and Village of Allouez to Determine a Portion of the Common Boundary Line Through Detachment and Annexation of Territory and authorizes the Mayor and Clerk-Treasurer to execute the same.

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 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-83 (2509 : Resolution #14-83, Authorizing Intergovernmental Agreement with Allouez)

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
CITY OF DE PERE AND VILLAGE OF ALLOUEZ TO DETERMINE A
PORTION OF THE COMMON BOUNDARY LINE THROUGH DETACHMENT
AND ANNEXATION OF TERRITORY
(LeBrun Street East of East River Drive)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the City of De Pere, a Wisconsin municipal corporation, (“De Pere”), and the Village of Allouez, a Wisconsin municipal corporation (“Allouez”), both located in Brown County, Wisconsin.

WITNESSETH

WHEREAS, De Pere and Allouez share a common boundary, LeBrun Street; and

WHEREAS, that portion of LeBrun Street east of East River Drive is subject to a separate Intergovernmental Cooperation Agreement between the City of De Pere and the Village of Allouez for the establishment of a recreational trail and reconstruction of said portion of LeBrun Street and that Intergovernmental Agreement calls for that portion of LeBrun Street located in the City of De Pere to be detached from the City of De Pere and annexed to the Village of Allouez to accomplish the purposes of that Intergovernmental Agreement; and

WHEREAS, Wis. Stats. §66.0301 sets forth procedures whereby municipalities may provide for intergovernmental cooperation for purposes of furthering the public interests of each community; and

WHEREAS, Wis. Stats. §66.0301(6) provides a specific mechanism whereby two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between them; and

WHEREAS, De Pere and Allouez each desire that the boundary between them be re-established so that the subject area is detached from De Pere and brought into Allouez and so that the boundary between Allouez and De Pere is well planned, and promotes the establishment of a recreational trail on and the reconstruction of a portion of LeBrun Street for the benefit of both communities; and

WHEREAS, both parties desire to enter into this Agreement to further the public interests and objectives of both De Pere and Allouez and to provide for cooperation that is beneficial to citizens in both communities.

NOW THEREFORE, in accordance with the authority granted them under Wisconsin Statutes and for their mutual benefit and in the public interest, the parties agree as follows:

1. Detachment of Subject Area. Effective upon the effective date (October 1, 2014) of the detachment and annexation ordinance requirements under paragraph 3, the boundary between De Pere and Allouez shall be adjusted to detach from City of De Pere and attach to Village of Allouez the lands located on LeBrun Street, currently located in Allouez. A map depicting such area to be detached from City of De Pere and attached to Village of Allouez is attached hereto as Exhibit A. The legal description of the lands in question is attached hereto as Exhibit B.

2. Public Hearing Required. Prior to the approval of this Agreement, both parties shall have held a public hearing therein, preceded by a Class 1 Notice of such hearing and by mailing, via certified mail, each property owner affected by this Agreement a copy of such Public Notice.

3. Ordinances Required. Upon approval of this Agreement by resolution, City of De Pere shall enact such Ordinance for the Detachment of Certain Property as is attached as Exhibit C, detaching the area identified in Exhibits A and B. Village of Allouez shall, upon approval of this Agreement by resolution, such Ordinance for the Annexation of Certain Property as is attached as Exhibit D, annexing such territory from City of De Pere as is identified in Exhibits A and B.

4. Agreement to be Published. Both parties shall publish the Agreement in the territory in in the subject area as a Class 1 Notice as required under Wis. Stats. §66.0301(6)(c)2.

5. Referendum May be Required.

- A. If, within 30 days of the publication required under paragraph 4, a petition for referendum conforming to the requirements of Wis. Stats. §8.40, signed by at least 20% of the electors residing in the subject area is filed with each municipal clerk, a referendum on the Agreement shall be held in accordance with Wis. Stats. §66.0301(6)(c)2.
- B. Any referendum required hereunder shall be conducted jointly by the parties and shall otherwise be conducted as an annexation referendum under Wis. Stats. §66.0217.

6. Effective Date of Boundary Change. The boundary change effectuated under this Agreement shall take effect on October 1, 2014. If a referendum is required under paragraph 5 and the Agreement does not pass, this Agreement shall be deemed void *ab initio*.

7. Binding Effect. This Agreement shall bind, and accrue to the benefit of, the parties, as well as their legal successors. This Agreement is for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity.

8. Challenges to Agreement.

- (a) No action to contest the validity of this Agreement may be commenced after 60 days from the date the Agreement becomes effective.
- (b) In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, both parties shall cooperate to vigorously defend the Agreement.
 - (1) If only one Party is named as a party to the action, the other shall seek to intervene and the named Party shall support such intervention.
 - (2) No settlement of such an action shall be permitted without the approval of the governing bodies of both Parties.
 - (3) The workload to defend the Agreement shall be shared equally by the Parties.
- (c) A challenge to the Agreement by one of the parties or failure to vigorously defend the Agreement constitutes a breach of the Agreement.

9. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements and writings are specifically superseded by this Agreement. This Agreement represents the mutual intent of the parties and the fact that one or more of its provisions was drafted by one party or the other shall not be construed to the benefit or detriment of either party.

10. Notices. Notices required or permitted hereunder shall be given by 1st class mail to:

If to Allouez:

To: Village Clerk
1900 Libal Street
Green Bay, WI 54301

With copy to:

Village Administrator
1900 Libal Street
Green Bay, WI 54301

If to De Pere:

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

With copy to:

City Administrator
335 South Broadway Street
De Pere, WI 54115

11. Authority. Each party represents that it has the authority to enter into this Agreement and all necessary procedures have been followed to authorize the Agreement. Copies of the Resolutions of the governing bodies of De Pere and Allouez authorizing this Agreement are attached as Exhibits E and F. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement on the ____ day of _____, 2014.

VILLAGE OF ALLOUEZ

CITY OF DE PERE

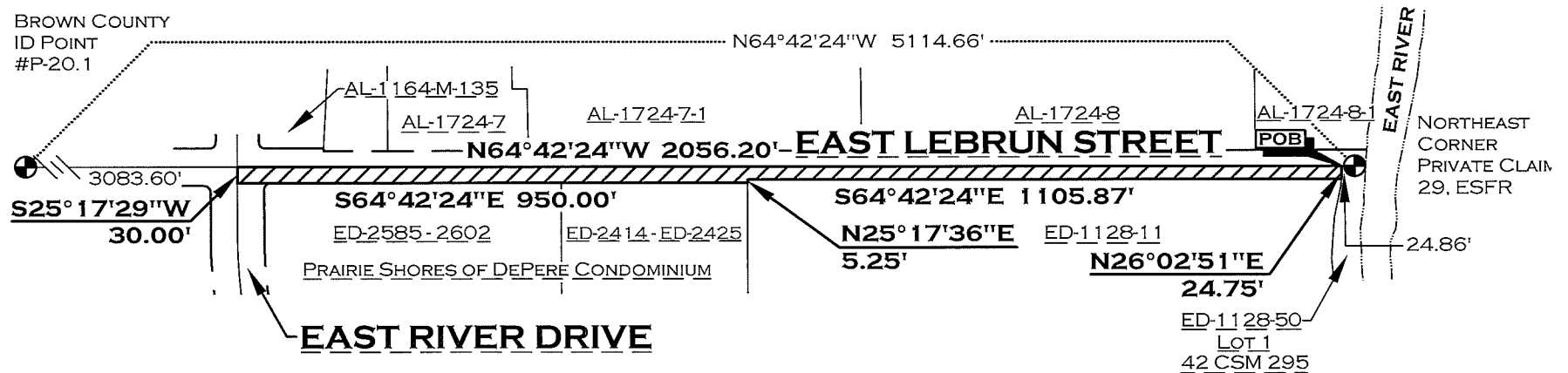
By: _____
Steven VandenAvond,
Village President

By: _____
Michael J. Walsh, Mayor

By: _____
Debra M. Baenen,
Village Clerk

By: _____
Shana Defnet, Clerk-Treasurer

EXHIBIT A



LEGEND



ANNEXATION AREA

POB

POINT OF BEGINNING

DRAFTED BY: T. HEWITT ON 08/02/12

SCALE: 1"=300'



PREPARED BY:



ROBERT E. LEE & ASSOCIATES, INC.
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICE
 4664 GOLDEN POND PARK CT.
 HOBART, WI. 54155 PHONE: (920) 662-9641
 FAX: (920) 662-9141 INTERNET: WWW.RELEEINC.COM

EXHIBIT B**ANNEXATION LEGAL DESCRIPTION**

Part of East LeBrun Street located in Private Claim 29, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Northeast Corner of said Private Claim 29;

thence N64°42'24"W, 24.86 feet along the north line of said Private Claim 29 to the **POINT OF BEGINNING**;

thence continuing N64°42'24"W, 2056.20 feet along said north line also being the centerline of East LeBrun Street to the centerline of East River Drive;

thence S25°17'29"W, 30.00 feet along said centerline to a southerly right of way of East LeBrun Street extended westerly;

thence S64°42'24"E, 950.00 feet along said southerly right of way to an easterly right of way of East LeBrun Street;

thence N25°17'36"E, 5.25 feet along said easterly right of way to a southerly right of way of East LeBrun Street;

thence S64°42'24"E, 1105.87 feet along said southerly right of way to an easterly right of way of East LeBrun Street;

thence N26°02'51"E, 24.75 along said easterly right of way to the Point of Beginning.

ORDINANCE NO. _____

DETACHING TERRITORY FROM THE CITY OF DE PERE

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

Section 1: Territory Detached. In accordance with Wis. Stats. §66.0301(6) and the Intergovernmental Cooperation Agreement Between the City of De Pere and Village of Allouez to Determine a Portion of the Common Boundary Line through Detachment and Annexation of Territory, approved on August 19, 2014, the following described territory in the City of De Pere, Brown County, Wisconsin, is detached from the City of De Pere, Brown County, Wisconsin: See Exhibit A – Map and Exhibit B – Legal Description attached hereto and made part hereof.

Section 2: Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 3: Effective Date. This ordinance shall take effect on October 1, 2014.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Exhibit C

Attachment: Exhibit C - LeBrun (2509 : Resolution #14-83, Authorizing Intergovernmental Agreement with Allouez)

ORDINANCE NO. _____

ANNEXING TERRITORY TO THE VILLAGE OF ALLOUEZ

THE VILLAGE BOARD OF THE VILLAGE OF ALLOUEZ DO ORDAIN AS
FOLLOWS:

Section 1: Territory Annexed. (Direct Annexation) In accordance with Wis. Stats. §66.030(6) and the Intergovernmental Cooperation Agreement Between the City of De Pere and Village of Allouez to Determine a Portion of the Common Boundary Line through Detachment and Annexation of Territory, entered into on _____, 2014, the following described territory in the City of DePere, Brown County, Wisconsin, is annexed to the Village of Allouez, Wisconsin: See Exhibit A - Map and Exhibit B – Legal Descriptions attached hereto and made part hereof.

Section 2: Effect of Annexation. From and after the date of this ordinance the territory described in Section 1 shall be a part of the Village of Allouez for any and all purposes provided by law and all persons coming to or residing within such territory shall be subject to all ordinances, rules and regulations governing the Village of Allouez.

Section 3: Ward Designation. The territory described in Section 1 of this ordinance is hereby designated ward of the Village of Allouez, subject to the ordinances, rules and regulations of the Village of Allouez governing wards.

Section 4: Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5: Effective Date. This ordinance shall take effect October 1, 2014.

Adopted by the Village Board of the Village of Allouez, Wisconsin, this ____ day of _____, 2014.

APPROVED:

Steven VandenAvond, Village President

ATTEST:

Debra M. Baenen, Village Clerk

Ayes: _____

Nays: _____

Attachment: Exhibit D - LeBrun (2509 : Resolution #14-83, Authorizing Intergovernmental Agreement with Allouez)

Item #5: Review the intergovernmental agreements between the City of De Pere and the Village of Allouez for a portion of Lebrun Road for construction and then detachment / annexation.

City staff has worked with the village of Allouez over the past year to come to a consensus on how to work together on East Lebrun Street. East LeBrun Street is east of East River Drive. The existing street is in very poor condition and there is no pedestrian access to the park or trail system. The City boundary currently ends down the middle of the street. The City of De Pere only has a very limited need for the street (i.e., City properties are served by other City Streets).

To meet the needs of both communities, it was determined the best way to proceed with the street is as follows:

1. East LeBrun Street would be reconstructed.
2. A trail connection would be added as part of the project.
3. Both the City and the Village would share in the costs of the project 50/50.
4. The City would then detach its portion of East Lebrun Street right of way.
5. The Village would annex the detached portion of the City's right of way.
6. In the future, the Village would control and maintain East LeBrun Street and the trail since it would be in the Village corporate boundary.
7. The City reserves the right to provide street access to the undeveloped parcels on East LeBrun Street.

The agreements and ordinances attached provide the framework for what is described above:

1. Intergovernmental Cooperation Agreement between the City of De Pere and Village of Allouez: This document outlines the items on which the two communities are working together.
2. Detachment / Annexation Agreement: This document outlines the process by which the City will detach the East LeBrun Street right of way and the Village will then annex this piece.
3. The two ordinances (See Item #6) will be passed by the respective communities to complete the detachment and annexation.

Recommendation:

Staff recommends approval of the two agreements and proposed ordinances, and that they be forwarded to City Council for consideration.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Ordinance #14-10, Detaching Territory from the City of De Pere.

ATTACHMENTS:

- Ord14-10 (DOCX)
- LeBrun Exhibits (PDF)
- PC_Staff_Ordinances_Lebrun Rd (PDF)

ORDINANCE #14-10

DETACHING TERRITORY FROM THE CITY OF DE PERE

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

Section 1: Territory Detached. In accordance with Wis. Stats. §66.0301(6) and the Intergovernmental Cooperation Agreement Between the City of De Pere and Village of Allouez to Determine a Portion of the Common Boundary Line through Detachment and Annexation of Territory, approved on August 19, 2014, the following described territory in the City of De Pere, Brown County, Wisconsin, is detached from the City of De Pere, Brown County, Wisconsin: See Exhibit A – Map and Exhibit B – Legal Description attached hereto and made part hereof.

Section 2: Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 3: Effective Date. This ordinance shall take effect on October 1, 2014.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

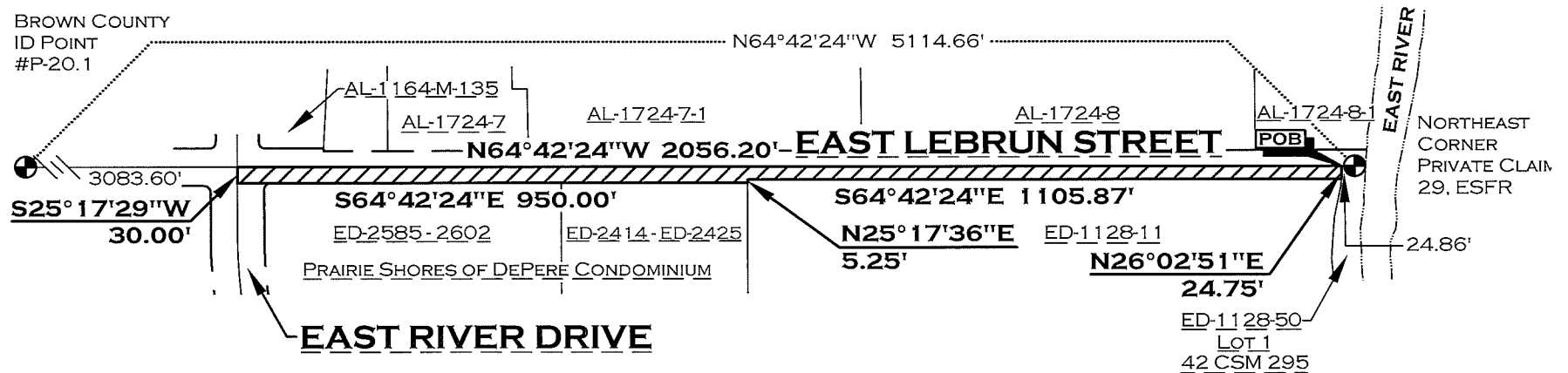
ATTEST:

Shana Defnet, Clerk-Treasurer

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

Attachment: Ord14-10 (2467 : Ordinance #14-10, Detaching Territory from the City of De Pere)

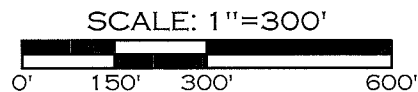
EXHIBIT A



LEGEND

-  ANNEXATION AREA
-  POB POINT OF BEGINNING

DRAFTED BY: T. HEWITT ON 08/02/12



PREPARED BY:



ROBERT E. LEE & ASSOCIATES, INC.
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EXHIBIT B**ANNEXATION LEGAL DESCRIPTION**

Part of East Lebrun Street located in Private Claim 29, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Northeast Corner of said Private Claim 29;

thence N64°42'24"W, 24.86 feet along the north line of said Private Claim 29 to the **POINT OF BEGINNING**;

thence continuing N64°42'24"W, 2056.20 feet along said north line also being the centerline of East LeBrun Street to the centerline of East River Drive;

thence S25°17'29"W, 30.00 feet along said centerline to a southerly right of way of East LeBrun Street extended westerly;

thence S64°42'24"E, 950.00 feet along said southerly right of way to an easterly right of way of East LeBrun Street;

thence N25°17'36"E, 5.25 feet along said easterly right of way to a southerly right of way of East LeBrun Street;

thence S64°42'24"E, 1105.87 feet along said southerly right of way to an easterly right of way of East LeBrun Street;

thence N26°02'51"E, 24.75 along said easterly right of way to the Point of Beginning.

Item #6: **Review the detachment and annexation ordinances for a portion of Lebrun Road between the City of De Pere and the Village of Allouez.**

Please see summary for agenda item #5.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #14-84, Authorizing Intergovernmental Cooperation Agreement Between the City of De Pere and Village of Allouez (LeBrun Street Reconstruction and Trail).

ATTACHMENTS:

- Reso14-84 (DOCX)
- Allouez DePere LeBrun Improvements Agreement (DOCX)
- PC_Staff_Agreements_Lebrun Rd (PDF)

RESOLUTION #14-84

AUTHORIZING INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF DE PERE AND VILLAGE OF ALLOUEZ
(LeBrun Street Reconstruction and Trail)

WHEREAS, LeBrun Street is a border street under the joint jurisdiction of the City of De Pere and the Village of Allouez from McCastlen Street to East River Drive; and

WHEREAS, De Pere and Allouez intend to undertake joint improvements of the portion of LeBrun Street east of East River Drive and share the costs thereof as described herein; and

WHEREAS, Wis. Stats. §66.0301 sets forth procedures whereby municipalities may provide for intergovernmental cooperation for purposes of furthering the public interests of each community; and

WHEREAS, Wis. Stats. §66.0301(6) provides a specific mechanism whereby two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between them; and

WHEREAS, De Pere and Allouez each desire that the boundary between them be re-established so that the subject area is detached from De Pere and brought into Allouez and so that the boundary between Allouez and De Pere is well planned, with complimentary development on both sides of the boundary between the communities; and

WHEREAS, both parties desire to enter into the attached Agreement to further the public interests and objectives of both De Pere and Allouez and to provide for cooperation that is beneficial to citizens in both communities; and

WHEREAS, the Plan Commission has reviewed this matter and recommends its approval thereof.

Resolution #14-84

Page 2 of 2

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Intergovernmental Cooperation Agreement Between the City of De Pere and Village of Allouez (LeBrun Street Reconstruction and Trail).

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 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-84 (2466 : Resolution #14-84, Authorizing Allouez Agreement - LeBrun Reconstruction)

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
CITY OF DE PERE AND VILLAGE OF ALLOUEZ
(LEBRUN STREET RECONSTRUCTION AND TRAIL)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the City of De Pere, a Wisconsin municipal corporation, (“De Pere”), and the Village of Allouez, a Wisconsin municipal corporation (“Allouez”), both located in Brown County, Wisconsin.

WITNESSETH

WHEREAS, LeBrun Street is a border street under the joint jurisdiction of the City of De Pere and the Village of Allouez from McCastlen Street to East River Drive; and

WHEREAS, De Pere and Allouez intend to undertake joint improvements of the portion of LeBrun Street east of East River Drive and share the costs thereof as described herein; and

WHEREAS, Wis. Stats. §66.0301 sets forth procedures whereby municipalities may provide for intergovernmental cooperation for purposes of furthering the public interests of each community; and

WHEREAS, Wis. Stats. §66.0301(6) provides a specific mechanism whereby two municipalities whose boundaries are immediately adjacent at any point may enter into a written agreement determining all or a portion of the common boundary line between them; and

WHEREAS, De Pere and Allouez each desire that the boundary between them be re-established so that the subject area is detached from De Pere and brought into Allouez and so that the boundary between Allouez and De Pere is well planned, with complimentary development on both sides of the boundary between the communities; and

WHEREAS, both parties desire to enter into this Agreement to further the public interests and objectives of both De Pere and Allouez and to provide for cooperation that is beneficial to citizens in both communities.

TERMS OF AGREEMENT

1. **Reconstruction LeBrun – East River Drive to Wiese Park.** The Village of Allouez and the City of De Pere agree to each pay equal share of the cost to reconstruct east LeBrun Street from East River Drive to Wiese Park based on reconstructing the roadbed, installing curb and gutter as necessary, and including

engineering costs. This work will be engineered by the Village of Allouez and bid. The City of De Pere may provide field engineering survey as part of its share of the cost.

2. **Trail LeBrun – East River Drive to Wiese Park.** The Village of Allouez and the City of De Pere agree to each pay equal share of the cost to construct a public access trail along east LeBrun Street from East River Drive to Weise Park, less any grants obtained for this project. The public trail shall be a 10 foot asphalt trail or concrete trail installed along and/or adjacent to the street. This trail may be installed at a time different from the street reconstruction. This trail will be engineered by the Village of Allouez, and will be maintained by Allouez. The City of De Pere may provide field survey work as a portion of its project cost.
3. **Trail Funding LeBrun – McCastlen to Wiese Park.** The Village of Allouez and the City of De Pere agree to work jointly to apply for funding assistance for construction of a pedestrian trail/walkway from McCastlen Street to Wiese Park.
4. **Village Annexation City Detachment S1/2 E. LeBrun East River Drive to East River.** The Village of Allouez and the City of De Pere agree that the Village of Allouez will annex the south one-half of east LeBrun Street from East River Drive to the East River with detachment from the City of De Pere. The Village of Allouez and the City of De Pere by separate Intergovernmental Agreement will provide for the annexation and detachment as described herein.
5. **City Access to LeBrun-East of East River Drive.** Allouez shall allow such access points to LeBrun Street as are approved by the De Pere Plan Commission in its site plan approval process of future developments of Parcel ED-1128-11, and any subdivision(s) thereof.
6. **Permission for Access or Construction of Improvement.** The City consents to the Village's access to the LeBrun right-of-way east of East River Drive for the purpose of constructing the roadway and public access trail as provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement on the ____ day of _____, 2014.

VILLAGE OF ALLOUEZ**CITY OF DE PERE**

By: _____
Steven VandenAvond
Village President

By: _____
Michael J. Walsh, Mayor

By: _____
Debra M. Baenen
Village Clerk

By: _____
Shana Defnet, Clerk-Treasurer

Item #5: Review the intergovernmental agreements between the City of De Pere and the Village of Allouez for a portion of Lebrun Road for construction and then detachment / annexation.

City staff has worked with the village of Allouez over the past year to come to a consensus on how to work together on East Lebrun Street. East LeBrun Street is east of East River Drive. The existing street is in very poor condition and there is no pedestrian access to the park or trail system. The City boundary currently ends down the middle of the street. The City of De Pere only has a very limited need for the street (i.e., City properties are served by other City Streets).

To meet the needs of both communities, it was determined the best way to proceed with the street is as follows:

1. East LeBrun Street would be reconstructed.
2. A trail connection would be added as part of the project.
3. Both the City and the Village would share in the costs of the project 50/50.
4. The City would then detach its portion of East Lebrun Street right of way.
5. The Village would annex the detached portion of the City's right of way.
6. In the future, the Village would control and maintain East LeBrun Street and the trail since it would be in the Village corporate boundary.
7. The City reserves the right to provide street access to the undeveloped parcels on East LeBrun Street.

The agreements and ordinances attached provide the framework for what is described above:

1. Intergovernmental Cooperation Agreement between the City of De Pere and Village of Allouez: This document outlines the items on which the two communities are working together.
2. Detachment / Annexation Agreement: This document outlines the process by which the City will detach the East LeBrun Street right of way and the Village will then annex this piece.
3. The two ordinances (See Item #6) will be passed by the respective communities to complete the detachment and annexation.

Recommendation:

Staff recommends approval of the two agreements and proposed ordinances, and that they be forwarded to City Council for consideration.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #14-85, Authorizing and Approving a Conditional Use Permit (Parcel WD-657).

This item was approved by the Plan Commission at its July 28, 2014 meeting.

ATTACHMENTS:

- Reso14-85 (DOCX)
- SNC_Conditional (PDF)
- PC_Staff_CU_SNC (PDF)

RESOLUTION #14-85

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(PARCEL WD-657)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 19th day of August, 2014 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

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

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14.30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14.30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14.30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14.40(2)(a), De Pere Municipal Code, for purposes of permitting within the R-3 General Residence District with Planned Development District overlay, student housing at apartment buildings located at 420 and 450 College Avenue (WD-657).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-85 (2465 : Resolution #14-85, Authorizing and Approving a Conditional Use Permit)

	CITY OF DE PERE APPLICATION FOR CONDITIONAL USE	Fee: \$ 260.00
		Receipt #:
		Date: May 14, 2014

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Saint Norbert College	Authorized Representative Eileen Jahnke	Title VP for Business and Finance	
Mailing Address 100 Grant St	City De Pere	State WI	ZIP Code 54115
Email Address	Phone Number (incl. area code) 920-403-3250	Fax Number (incl. area code) 920-403-4096	

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

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

SECTION 3: Project or Site Location

Project Address/Description 420 College Ave	Parcel No. WD-657
--	----------------------

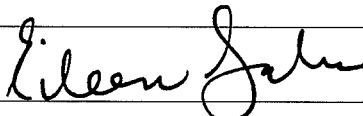
SECTION 4: Proposed Conditional Use

Existing Zoning:	R-3 W/ PDD General Residence 3 with PDD Overlay
Present Use of Parcel:	Apartments
Proposed Use of Parcel:	Student Apartments
Present Use of Adjacent Properties:	West: PDD, Apartments. North: R-3 PDD. East: R-3 SNC. South: R-2, Student Parking.

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Eileen Jahnke	Title VP for Business and Finance	Phone Number 920-403-3250
Signature of Applicant 		Date Signed May 16, 2014

A plan consisting of all applicable information listed on the attached shall be submitted with this application.

TO BE COMPLETED BY CITY STAFF

A Conditional Use Permit is authorized by the De Pere Zoning Code, Section(s):	
--	--

Attachment: SNC_Conditional (2465 : Resolution #14-85, Authorizing and Approving a Conditional Use Permit)

Item #4: Review the Conditional Use Application for student housing at the existing apartments at 420 and 450 College Avenue. Applicant: Saint Norbert College.

A Conditional Use Application was submitted by Saint Norbert College for student housing to be located at 420 and 450 College Avenue which were used as public apartments. The conditional use is requesting the existing 420 and 450 College Ave. apartments to be used as student housing. The property is zoned R-3 (General Residence District) with a PDD overlay. The table below summarizes some of the impacts related to the conditional use request.

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	X		
Will the proposed building be architecturally compatible with those in the surrounding area?			X
Will the condition create a:			
1. Noise problem		X	
2. Traffic problem		X	
3. Parking problem		X	
4. Highway Access problem			X
5. Garbage disposal problem		X	
6. Policy and Fire protection problem		X	
7. Be hazardous to children		X	
8. Lighting problem		X	
9. Sewage disposal problem		X	
10. Water supply problem		X	
11. Runoff or drainage problems		X	
12. Windblown articles		X	
13. Water pollution		X	
14. Air pollution		X	
15. Wind erosion		X	
Would the new use of the property have an adverse effect on population densities?		X	
Would the property insurance rates increase for adjoining owners?		X	
Would the granting of the conditional use be detrimental to the environment?		X	
Would the proposed use add or create a floodplain problem?		X	
Would prime agricultural land be destroyed if approved?		X	
Will this use have an adverse effect on a school district?		X	
Will this change decrease adjacent property values?		X	
Will the use add to the economic growth of the labor and industry of Brown County?		X	
Is the conditional use primarily for a speculative income return?		X	

Recommendation:

Staff recommends approval of the conditional use with the following recommendations:

1. The conditional use shall be forwarded to City Council for action.

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

MEETING DATE: August 19, 2014

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation from Finance Committee to Approve De Pere
Christian Outreach Donation to Police Department

The De Pere Christian Outreach has donated \$2,000 to the Police Department to use for helping complete the Defense and Arrest Tactics training room padding for the walls. The total cost of the padding is about \$6,500. The department already has about \$1,000 covered of that total cost. This donation will help the department get closer to the goal. Please accept this donation.

If you should have any questions, please contact me at 339-4075 or dbeider@mail.de-pere.org at your convenience.

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

MEETING DATE: August 19, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on a Request for a Temporary Premise Description Change for St. Norbert College, De Pere, WI submitted by St. Norbert College Inc., Agent: Assoc. Dir. Catering, Terrie DuBois, 729 Bascom Way, Green Bay, WI 54311.

ATTACHMENTS:

- 08-19-14 Temp PDC SNC (PDF)

PREMISE DESCRIPTION CHANGE

Pg. 1

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 14 ;
ending June 30 20 15TO THE GOVERNING BODY of the: ☐ Town of }
☐ Village of }
☐ City of }County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- St. Norbert College 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	President Thomas Kunkel	1527 Fox Ridge Ct.	DePere 54115
Vice President/Member			
Secretary/Member	Secretary Amy Sorenson	1521 Bay Highlands Dr.	Green Bay 54311
Treasurer/Member	Treasurer Eileen Jahnke	3435 Bay Highlands Dr.	Green Bay 54311
Agent	Assoc Dir catering Terrie DuBois	729 Bascom Way	Green Bay 54311

- Directors/Managers _____
3. Trade Name St. Norbert College Business Phone Number 9204031352
4. Address of Premises applying for extension of premise Post Office & Zip Code DePere 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bush Art Center gallery next to licensed Michels Commons
10. Legal description (omit if street address is given above): 403 Third Street
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 7th day of August, 20 14

Patricia A. Wery
(Clerk/Notary Public)

My commission expires 1/31/2016

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>8-7-14</u>	Date reported to council/board <u>8-19-14</u>	Date provisional license issued _____	Signature of Clerk / Deputy Clerk
Date license granted _____	Date license issued _____	License number issued _____	

*Temporary*Extension of Premise for:*Pg. 2*

Bush Art Center Gallery first floor, 403 Third Street(Attached to Michels Commons which is licensed)

Sept. 10th, 2014 5-8pm

Oct. 17th, 2014 5-8pm

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: August 19, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on a Request for a Temporary Premise Description Change for Drift Inn, 1535 N. Ashland Ave., De Pere, WI submitted by ALCHRIS, LLC, Agent: Gail Kozlovsky, 4900 Sportman Dr., De Pere, WI.

ATTACHMENTS:

- 08-19-14 TEMP PDC DRIFT INN (PDF)

List Special Event Here

No Fee

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Sept 12 20 14 ;
ending Sept 13 20 14TO THE GOVERNING BODY of the: ☒ Town of } De Pere
☐ Village of }
☐ City of }County of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- Alchis LLC
-
- Robert & Gail Kozlovsky 4900 Sportman Dr

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>owner</u>	<u>Gail Kozlovsky</u>	<u>4900 SPORTMAN DR</u>	<u>De Pere</u>
Vice President/Member	<u>owner</u>	<u>Robert Kozlovsky</u>	<u>4900 SPORTMAN DR</u>	<u>De Pere</u>
Secretary/Member				
Treasurer/Member				
Agent		<u>Gail Kozlovsky</u>		
Directors/Managers	<u>owner</u>			

3. Trade Name
- Drift Inn
- Business Phone Number
- 920.336.5929
-
4. Address of Premises
- 1535 N Ashland
- Post Office & Zip Code
- De Pere Wis 54115

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

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

10. Legal description (omit if street address is given above): 1535 N. Ashland
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? Drift Inn
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

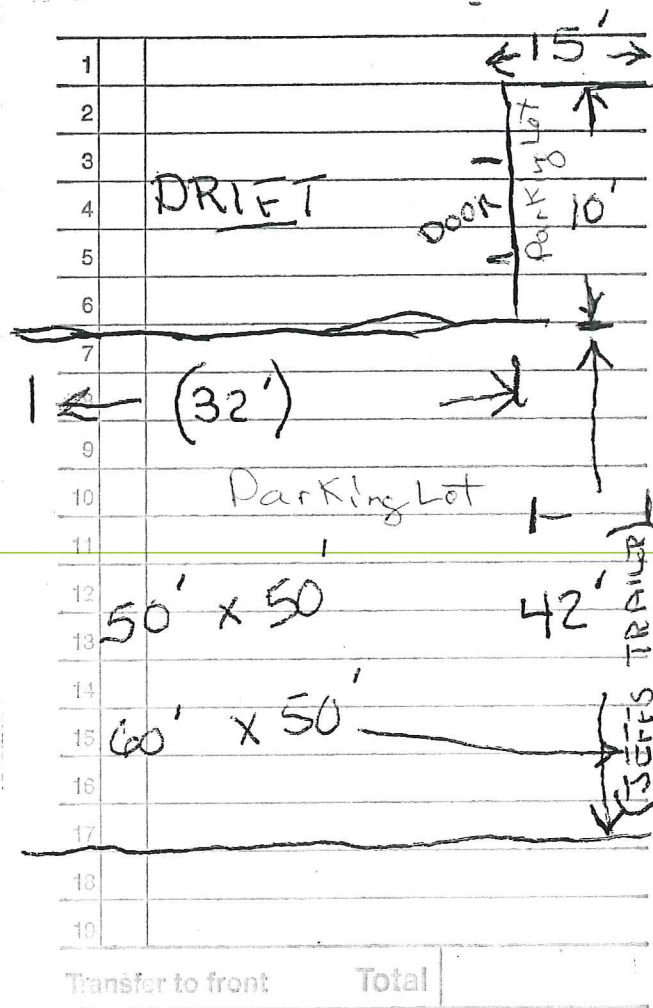
this Sept 12 day of twelve, 20 14[Signature]
(Clerk/Notary Public)My commission expires May 31, 2015[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

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

TO BE COMPLETED BY CLERK

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

Bar Area, Storage
to include the following outdoor description



For: Sept 12, 2014
Sept 13, 2014

1pm-7pm
1pm-7pm

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award the Bid for Project 14-16 Clearing, Grubbing, and Ditching to Relyco, Inc. in the Amount of \$37,325.00

The Engineering Department received bids on Project 14-16 Clearing, Grubbing, and Ditching on July 31, 2014. This work is for clearing and grubbing of trees and ditching on City owned property on the southeast corner of American Boulevard and Red Maple. The goal is to clean up the site so that illegal dumping doesn't occur and maintain drainage throughout the site. This is a site that will be marketable for the City to sell for development.

The project also includes ditching of a City swale off of Pecatonica where debris buildup has occurred.

The bids received were as follows:

Bidder	Amount
Relyco, Inc.	\$37,325.00
Vinton Construction Company	\$58,553.00
Advance Construction, Inc.	\$63,333.00
KCG Excavating, Inc.	\$70,298.00
Maroszek Excavating, Inc.	\$112,450.00
Ostrenga Excavating, Inc.	\$123,187.50
Ed Gersek, Inc.	\$143,043.50

The budgeted amount for the project is \$50,000. Funding will be \$40,000 from TID #6 and \$10,000 from the storm water utility fund. The staff recommendation is to award the bid to Relyco, Inc. in the amount of \$37,325.00.

ATTACHMENTS:

- 14-16 Bid Tab(PDF)

PROJECT 14-16 CLEARING, GRUBBING, AND DITCHING

10.a

BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				RELYCO, INC.		VINTON CONSTRUCTION COMPANY		ADVANCE CONSTRUCTION INC.		KCG EXCAVATING, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE											
SD-01	Provide Clearing and Grubbing	LS	1	\$ 22,500.00	\$ 22,500.00	\$ 36,022.00	\$ 36,022.00	\$ 20,983.00	\$ 20,983.00	\$ 38,000.00	\$ 38,000.00
SD-02	Provide Ditch Grading – Red Maple Road Parcels	LF	850	\$ 7.50	\$ 6,375.00	\$ 13.18	\$ 11,203.00	\$ 20.00	\$ 17,000.00	\$ 20.00	\$ 17,000.00
SD-03	Provide Grading-Pecatonica Court Easement	LF	600	\$ 9.50	\$ 5,700.00	\$ 13.18	\$ 7,908.00	\$ 33.00	\$ 19,800.00	\$ 13.33	\$ 7,998.00
SPECIAL CONSTRUCTION											
SP-01	Provide Silt Fence	LF	100	\$ 3.00	\$ 300.00	\$ 3.00	\$ 300.00	\$ 2.50	\$ 250.00	\$ 4.00	\$ 400.00
SP-02	Provide Rock Filled Erosion Control Bags	EA	120	\$ 10.00	\$ 1,200.00	\$ 8.00	\$ 960.00	\$ 10.00	\$ 1,200.00	\$ 25.00	\$ 3,000.00
SP-03	Provide Inlet Protection	EA	2	\$ 125.00	\$ 250.00	\$ 80.00	\$ 160.00	\$ 50.00	\$ 100.00	\$ 75.00	\$ 150.00
SP-04	Remove Culvert	EA	5	\$ 200.00	\$ 1,000.00	\$ 400.00	\$ 2,000.00	\$ 800.00	\$ 4,000.00	\$ 750.00	\$ 3,750.00
TOTAL BID					\$ 37,325.00		\$ 58,553.00		\$ 63,333.00		\$ 70,298.00

Attachment: 14-16 Bid Tab (2511 : Recommendation from the BOPW to Award the Bid for 14-16 to Relyco

PROJECT 14-16 CLEARING, GRUBBIN

BID TAB



10.a

				BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7	
				MAROSZEK EXCAVATING, INC.		OSTRENGA EXCAVATING, INC.		ED GERSEK, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET AND DRAINAGE									
SD-01	Provide Clearing and Grubbing	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 83,130.00	\$ 83,130.00	75000	\$ 75,000.00
SD-02	Provide Ditch Grading – Red Maple Road Parcels	LF	850	\$ 15.00	\$ 12,750.00	\$ 13.35	\$ 11,347.50	\$ 44.11	\$ 37,493.50
SD-03	Provide Grading- Pecatonica Court Easement	LF	600	\$ 50.00	\$ 30,000.00	\$ 35.35	\$ 21,210.00	\$ 45.00	\$ 27,000.00
SPECIAL CONSTRUCTION									
SP-01	Provide Silt Fence	LF	100	\$ 2.00	\$ 200.00	\$ 2.50	\$ 250.00	\$ 4.00	\$ 400.00
SP-02	Provide Rock Filled Erosion Control Bags	EA	120	\$ 15.00	\$ 1,800.00	\$ 5.00	\$ 600.00	\$ 15.00	\$ 1,800.00
SP-03	Provide Inlet Protection	EA	2	\$ 100.00	\$ 200.00	\$ 125.00	\$ 250.00	\$ 50.00	\$ 100.00
SP-04	Remove Culvert	EA	5	\$ 500.00	\$ 2,500.00	\$ 1,280.00	\$ 6,400.00	\$ 250.00	\$ 1,250.00
TOTAL BID					\$ 112,450.00		\$ 123,187.50		\$ 143,043.50

Attachment: 14-16 Bid Tab (2511 : Recommendation from the BOPW to Award the Bid for 14-16 to Relyco

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Accept the Quote from Bodart Electric for \$500.00 to Install a Pedestrian Crossing Signal on Third Street at the Intersection of Marsh Street for St. Norbert College.

The Engineering Department received proposals for a Pedestrian Crossing Signal on July 24, 2014. The work includes installing a flashing beacon on Third Street at the intersection of Marsh Street for Saint Norbert College. The installation cost of this work is as follows:

Contractor	Total Cost
Bodart Electric Service, Inc.	\$500
Beacon Electric LLC	\$1,350
Elmstar Electric Corporation	\$2,625

The staff recommendation is to accept the quote from Bodart Electric for \$500. Saint Norbert College purchased the flashing beacon materials and will reimburse the City for the project cost.

ATTACHMENTS:

- 14-10ABid Tab (PDF)

**PROJECT 14-10A PEDESTRIAN CROSSING SIGNAL
BID TAB**



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Bodart Electric		Beacon Electric LLC		Elmstar Electric Corporation	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1	Beam Pedestrian Crossing with Push Button	LS	1	\$ 500.00	\$ 500.00	\$ 1,350.00	\$ 1,350.00	\$ 2,625.00	\$ 2,625.00
							\$ -		\$ -
							\$ -		\$ -
	Total Amount Bid				\$ 500.00		\$ 1,350.00		\$ 2,625.00

X:\Correspondence\General\2014\RFP-2014 Pedestrian Crossing Signal\14-10ABid Tab.xlsx

Attachment: 14-10ABid Tab (2510 : Recommendation from the BOPW to Approve Quote for Pedestrian

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Resolution #14-86, Disallowance of Claim (Steven Cloute).

ATTACHMENTS:

- Reso14-86 (DOCX)
- Cloute Claim Denial (PDF)

RESOLUTION #14-86

DISALLOWANCE OF CLAIM
(Steven Cloute)

WHEREAS, a Notice of Claim and Claim was filed by Steven Cloute (“Claimant”), 318 Lantern Lane, De Pere, Wisconsin 54115, in the City Clerk-Treasurer’s office on July 29, 2014; and

WHEREAS such Notice and Claim alleges that while mowing the grass on July 13, 2014, Claimant’s lawn mower hit a city water curb box extension pipe causing damage to the mower; and

WHEREAS, the Claimant is seeking \$468.12 for the cost of repairing the damaged mower; and

WHEREAS, this matter has been reviewed by Emcasco Insurance Company (EMC), the City’s liability insurance carrier, which has investigated the same and determined that the City did not know, nor should it have known, that any defect in the curb box extension existed so as to take steps to repair it and as such, is not negligent and legally responsible to cover Claimant’s damages; and

WHEREAS, EMC therefore recommends the City deny such claim.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The claim submitted by Steven Cloute be, and the same is hereby denied, and that no action on this claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the Claimant, Steven Cloute, as a Notice of Disallowance.

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 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____



August 6, 2014

Steven Cloute
318 Lantern Lane
De Pere, WI 54115

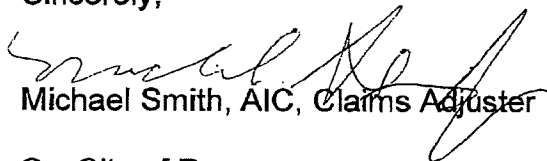
RE: **Property damage claim – lawn mower**
Policyholder: City of Depere
Claim Number: Z01078387
Loss Date: 07/13/14
Claimant: Steven Cloute

Dear Mr. Cloute:

Emcasco Insurance Company is the general liability insurance carrier for the City of Depere. This letter is a follow up regarding your property damage claim against the city. As the city's general liability carrier, we are only obligated to pay claims when there is negligence/legal liability on the city's part. Based on our investigation, we do not believe that the city has any negligence. It is our understanding that the city did not have prior knowledge, or notice of an issue with the water meter pipe becoming exposed in your lawn.

We respectfully deny your claim

Sincerely,


Michael Smith, AIC, Claims Adjuster

Cc: City of Depere

16455 W. Bluemound Rd. | Brookfield, WI 53005-5976 | P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | www.emcins.com

Employers Mutual Casualty Company
EMCASCO Insurance Company
EMC Reinsurance Company

Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)



P.O. Box 327
 Brookfield, WI 53008-0327
 Phone 262.717.3900
 FAX 888.992.6122 Commercial Lines Underwriting,
 Marketing, Risk Improvement
 FAX 888.992.6123 Personal Lines Underwriting
 FAX 888.992.6125 Claims
 FAX 888.992.6126 General, Accounting, Audit,
 Records
 www.emcins.com

August 1, 2014

D0056
 CITY OF DEPERE
 335 S BROADWAY STREET
 DE PERE WI 54115

Dear City Of Depere:

EMC has received notice of your claim. The initial information received is referenced in the Claims Contact Summary below. You may wish to retain the Claims Contact Summary information for your records. It will assist you when contacting EMC regarding the status of your claim.

If we have not spoken about your claim upon receipt of this letter, please use the information below to contact me.

Sincerely,

Michael D. Smith, AIC
 Claims Adjuster

YOUR CLAIM INFORMATION

Claim Number:	Z01078387
Insured:	City Of Depere
Policy Number:	5D1-29-19 General Liability (Occurrence)
Loss Date:	07/13/2014
Adjuster:	Michael Smith Jr
Phone:	262-717-3968
Email:	<u>Michael.D.Smith@EMCIns.com</u>

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050



LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: 7/13/14 12:30 pm
 2. Location of Incident: 318 Lantern Lane DePere, WI
 3. Name of Injured Person/Owner of Damaged Property: Steven J. Cloute
 (Age if Minor:)

4. Address: 318 Lantern Lane
 5. Telephone Number: (H) N/A (C) 9209830654 (W) 9203385697

6. Please give a detailed description of the incident (use back of form if necessary):

Been mowing over water valve in yard for 13 years.
I am assuming ~~when~~ with my lawn drying and the cold
winter, my lawn suddenly sunk. From the direction I was coming,
~~it did not look too high~~ hit it and wrecked my mower. I twisted and
bent the blade and broke the crank shaft. From the other side, it is
clear it sunk.

7. Total Amount of Claimed Damages: \$ 468.12 (Attach itemized statements/bills)

8. Witness name, address and telephone number: Paula M. Clark 318 Lantern Ln. DePere, WI 54115

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

7-27-14
Date

Steven J. Cloute
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Attached
is estimate
to repair

PO	Account	Date 7/14/2014
Dealer Information	Customer Info Steve Cloute 318 Lantren Lane De Pere, 983-0654	

	Model	Part Number	Description	Quantity	Price	Extended Price
1	21 - MOWER, WALK-BEHIND	LG299819S	Seal	1	3.10	3.10
2	21 - MOWER, WALK-BEHIND	LG692232	Gasket	1	4.14	4.14
3	21 - MOWER, WALK-BEHIND	M147275	Gasket	1	5.78	5.78
4	21 - MOWER, WALK-BEHIND	M143256	Gasket	1	3.62	3.62
5	21 - MOWER, WALK-BEHIND	AM130371	Crankshaft	1	78.49	78.49
6		TY22029	Oil	1	4.99	4.99
Comments			Subtotal	Shipping	Labor	Total
			100.12	0.00	368.00	468.12
Shipping Method			Currency USD			



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #14-87, Authorizing Termination and Mutual Release Agreement Between the City of De Pere and Nicolet Real Estate and Investment Corporation.

ATTACHMENTS:

- Mayor & CC-301 N Bdwy 8-12-14-141-001-02 (DOCX)
- Reso14-87 (DOCX)
- Termination Agreement- Nicolet 8-14 (DOCX)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council

From: Judith Schmidt-Lehman, City Attorney
Ken Pabich, Director of Planning & Economic Development

RE: 301 North Broadway Street Agreements

Date: August 12, 2014

In the 1980's, in conjunction with the Heritage Square development at 301 N. Broadway Street, the City and Nicolet Real Estate and Investment Corporation (Nicolet) entered into a series of Agreements regarding that development. Two Agreements survive; namely a Reciprocal Use Agreement for Joint Parking Lot Development and Maintenance dated June 23, 1989 and a Repurchase and Consolidation Agreement dated June 17, 1993.

The Reciprocal Use Agreement covers the City's parking lot at Voyageur Park and Nicolet's adjacent parking lot immediately to the east of the City's lot. That Agreement called for Nicolet to construct part of the City's lot (which was at that time unfinished) at the same time it constructed its lot and, in order to have both lots look like one lot, required Nicolet to construct its part of the lot using the same construction requirements and improvements as the City's lot. The City assumed striping and sweeping obligations for the entire lot and Nicolet assumed snow plowing obligations for the entire lot. Finally, this Agreement allowed for Nicolet lot users to use the easterly bank of city stalls for parking and for public parking on the Nicolet part of the lot when not needed for Nicolet users.

The Consolidation Agreement generally covered two items; (1) the use of that part of Front Street north of Williams for parking and the City's obligation to try to obtain the rights to the westerly half of that part of Front Street so that the City could vacate that part of Front Street and convey the westerly ½ to Nicolet, and (2) the ability of Nicolet to construct parking on Front Street south of Cass Street under a revocable occupancy permit should it need the parking. Nicolet did not improve the portion of Front Street south of Cass Street and the City was not able to obtain the rights to the westerly ½ of Front Street north of Williams.

Nicolet is in the process of selling the property at 301 N. Broadway to Steven Kersten, who is interested in maintaining the Front Street parking area north of Williams Street and maintaining the reciprocal use agreement for the two lots. The Agreements before the Council on August 18, 2014 will accomplish this for the property seller and buyer as follows:

1. The Termination and Mutual Release Agreement terminates the earlier Repurchase and Consolidation Agreement of June 17, 1993 between Nicolet and the City;
2. The Revocable Occupancy Permit will allow the continued use of Front Street north of Williams for Heritage Square parking purposes;
3. The Reciprocal Parking Lot Use and Maintenance Agreement will continue the earlier agreement but with certain modifications. Given the age of the parking facilities, a provision regarding repair and replacement of either or both parts of the lot has been

added. Additionally, the City obligation to sweep has been removed from the agreement because of the infrequent nature of city sweeping of parking lots.

The Reciprocal Parking Lot Use and Maintenance Agreement will need further approval by the Board of Park Commissioners. Given the timing of the property transfer between Nicolet and Mr. Kersten, the usual approval process of Park Board before Council could not occur. Therefore, the authorizing resolution for this agreement has Council approval of the agreement contingent upon subsequent approval of the Park Board.

If you have any questions or concerns regarding these agreements or the process being used, please call Ken at 339-4043 or Judy at 339-4042.

JSL:jld

H:\jdupont\Memos\2014\Mayor & CC-301 N Bdwy 8-12-14-141-001-02.docx

RESOLUTION #14-87

AUTHORIZING TERMINATION AND MUTUAL RELEASE AGREEMENT BETWEEN
THE CITY OF DE PERE AND NICOLET REAL ESTATE INVESTMENT CORPORATION

WHEREAS, City and Nicolet Real Estate and Investment Corporation are parties to a Reciprocal Use Agreement for Joint Parking Lot Development and Maintenance dated June 23, 1989 and a Repurchase and Consolidation Agreement date June 17, 1993, regarding the property at 301 North Broadway Street (collectively referred to as the "Agreements"); and

WHEREAS, the parties hereto now desire to terminate such Agreements and release each other from any and all claims that may arise under or in connection with said Agreements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Termination and Mutual Release Agreement Between the City of De Pere and Nicolet Real Estate Investment Corporation.

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 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**TERMINATION AND MUTUAL RELEASE AGREEMENT
BETWEEN THE CITY OF DE PERE AND
NICOLET REAL ESTATE AND INVESTMENT CORPORATION**

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and Nicolet Real Estate and Investment Corporation, a Wisconsin corporation (“Nicolet”).

RECITATIONS

WHEREAS, City and Nicolet are parties to a Reciprocal Use Agreement for Joint Parking Lot Development and Maintenance dated June 23, 1989 and a Repurchase and Consolidation Agreement date June 17, 1993, regarding the property at 301 North Broadway Street (collectively referred to as the “Agreements”); and

WHEREAS, the parties hereto now desire to terminate such Agreements and release each other from any and all claims that may arise under or in connection with said Agreements.

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

I. TERMINATION. The Agreements are hereby terminated as of _____, 2014 and of no further force or effect.

II. MUTUAL RELEASE. The parties hereby mutually release each other and each of their respective successors and assigns of their right, title and interest in and to the Agreements and any and all or claims by reason of or in connection with said Agreements.

III. LAW GOVERNING. This Termination and Mutual Release Agreement shall be construed in accordance with the laws of the State of Wisconsin.

IV. ENTIRE AGREEMENT. This Termination and Mutual Release Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or

entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This Termination and Mutual Release Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

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

**NICOLET REAL ESTATE AND
INVESTMENT CORPORATION**

By:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2014\Termination Agreement- Nicolet 8-14.docx

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #14-88, Authorizing Reciprocal Parking Lot Use and Maintenance Agreement.

ATTACHMENTS:

- Reso14-88 (DOCX)
- Parking Reciprocal Use Agreement - Voyager Lot (Kersten) 8-14 (DOCX)

RESOLUTION #14-88

AUTHORIZING RECIPROCAL PARKING LOT USE
AND MAINTENANCE AGREEMENT

WHEREAS, the City of De Pere, (City) and Nicolet Real Estate and Investment Corporation (Nicolet) are parties to a Reciprocal Use Agreement for Joint Parking Lot Development and Maintenance dated June 23, 1989, covering parking facilities in the Voyageur Park parking lot; and

WHEREAS, Nicolet's Voyageur Park parking facility is under contract to be transferred to Steve Kersten (Kersten); and

WHEREAS, City and Kersten wish to enter into this Agreement regarding the continued reciprocal use of the Voyageur Park parking facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Reciprocal Parking Lot Use and Maintenance Agreement, subject to approval of the Board of Park Commissioners and further subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

| **RECIPROCAL PARKING LOT USE AND MAINTENANCE AGREEMENT**

WHEREAS, the City of De Pere, a Wisconsin Municipal Corporation (City) and Nicolet Real Estate and Investment Corporation, a Wisconsin Corporation (Nicolet) are parties to a Reciprocal Use Agreement for Joint Parking Lot Development and Maintenance dated June 23, 1989 covering the parking facilities shown on the map attached and incorporated as Exhibit A; and

WHEREAS, Nicolet's parking facility is under contract to be transferred to Steve Kersten (Kersten) on or about _____; and

WHEREAS, City and Kersten wish to enter into this Agreement regarding the continued reciprocal use of the parking facilities shown on Exhibit A.

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

I. PROPERTY SUBJECT TO AGREEMENT. The properties subject to this Agreement are shown on Exhibit A, and roughly comprise 7,095 square yards in total, hereinafter referred to as "entire lot".

II. RECIPROCAL USE

A. GENERAL ENTIRE LOT USE. The City hereby agrees, subject to the terms of this Agreement, to permit unrestricted access and use, during the hours Voyageur Park is open for use, of those parking stalls in the City portion of the lot along the border of the City and Kersten properties, acknowledging that such access will be over and across City property. Such area is shown and identified on Exhibit A. Kersten agrees to permit unrestricted access to

City parking stalls acknowledging that such access may be over and across Kersten property.

- B. PARKING REGULATIONS. Either party may post signs and otherwise regulate parking on the portion of the lot under their respective ownership.
- C. USE OF KERSTEN LOT. Kersten agrees to allow the parking stalls located on his parcel to be used by the general public during hours when such stalls are not required for use by Kersten.

III. MAINTENANCE

- A. GENERAL. Except as provided below, each party remains responsible for maintaining the integrity of its portion of the parking lot, together with improvements and fixtures located thereon, such that the property owned by such party is kept in a reasonably safe condition and in reasonable repair. Each party further agrees that it is in their mutual best interests to continue to strive to cooperate with one another in order to maintain the common parking lot look and feel of the entire lot.
- B. PARKING LOT REPAIR OR REPLACEMENT. Kersten agrees that, should any lighting fixtures on his property be in need of replacement, to replace the same using lighting fixtures identified in City's long range lighting plan for its Voyageur Park lot, including installation of LED fixtures where called for in such plan.

Additionally, City agrees that it shall, on an as needed basis, inspect the entire lot using the PASER pavement rating system to determine when repair or reconstruction of any part of the entire lot is required. Should any part of the

Kersten lot score a four (4) or lower on such PASER pavement rating system, City shall inform Kersten of the need to repair or replace the same. Should any part of the City portion of the lot also require repair or replacement, City shall offer, subject to a separate agreement therefor, to have such work performed on the entire lot, subject to repayment by Kersten of the expenses therefor attributable to his lot. If no City work is required, Kersten agrees to take all reasonable action to repair or replace such areas that show a PASER pavement rating score of four (4) or lower within twelve (12) months of City's notification.

IV. RECIPROCAL MAINTENANCE

- A. CITY MAINTENANCE RESPONSIBILITIES. Kersten may request that City stripe his portion of the entire lot in conjunction with City striping operations in its lot. If such a request is made, Kersten shall be responsible to ensure no vehicles are parked in his lot during the time required for the striping activities to occur.
- B. KERSTEN MAINTENANCE RESPONSIBILITIES. Kersten will provide snow removal services for the entire lot in accordance with City snow removal policies.

V. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- A. GENERAL INDEMNIFICATION. Except as provided below regarding snow removal, each party, with respect to its portion of the entire parcel, shall indemnify, defend and hold each other, and their respective officers, officials, employees and agents, harmless from and against any and all claims,

demands, losses, damages, liabilities and expenses, and all suits, actions, and judgments, including but not limited to costs and reasonable attorney's fees, arising out of or in any way related to the failure of such party to maintain its portion of the parking lot, together with the improvements and fixtures located thereon, in safe and proper condition. Each party shall give the other party prompt and timely notice of any claim, suit or action commences which in any way could result in indemnification hereunder.

- B. SNOW REMOVAL ACTIVITIES INDEMNIFICATION. During the term of this Agreement, Kersten is solely responsible for snow removal activities and thereby agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees and agents, from and against any and all claims, demands, losses, damages, judgments, including but not limited to costs and reasonable attorney's fees, arising out of or in any way related to the failure or inadequate nature of snow removal activities undertaken by Kersten, his agents or employees.
- C. INSURANCE. Each party shall maintain general comprehensive liability insurance in an amount not less than \$2 million dollars per occurrence covering the activities described in this Agreement, which policy shall be applicable to and satisfy the hold harmless and indemnifications specified herein. In the event such policy does not act to satisfy those provisions, the parties are nonetheless bound by the indemnification provisions of this section.

VI. TERMINATION OF AGREEMENT

- A. TERM OF AGREEMENT. This Agreement shall be for five (5) years.
- B. TERMINATION. This Agreement may be terminated by either party upon ninety (90) days written notice. Notice is to be sent by first class mail to the person indicated in Paragraph D below and the ninety (90) day time limit shall run from the date of postmark.
- C. ASSIGNMENT. This Agreement is not assignable without written consent of the other party.
- D. EXTENSION OF AGREEMENT. This Agreement may be extended only upon further written Agreement of the parties.
- E. NOTICE. Any notice or correspondence permitted or required under this Agreement shall be addressed to the following:

If to Kersten:

Steven F. Kersten
1600 Shawano Ave. Suite 204
Green Bay, WI 54303

If to City:

City Administrator
335 S. Broadway St.
De Pere, WI 54115

VII. MISCELLANEOUS

- A. NOT A PUBLIC DEDICATION. It is understood that Kersten is not dedicating any part of the property currently owned by Kersten to the City by operation of this Agreement. Likewise, it is specifically understood that no specific rights, title, interest or share of right, title or interest in any part of City property used by Kersten pursuant to this Agreement shall vest in Kersten, but that the parties intend and agree that the benefits under this Agreement in terms of shared maintenance and collective use are the sole

benefits running to the parties and that no prescriptive rights, other than those necessary to accomplish the ends of this Agreement within the terms of this Agreement, survive this Agreement or are meant to inure to the benefit of either party.

B. SEVERABILITY. If any term or provision of this Agreement shall be held unenforceable to any extent, the remaining terms or provisions of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

C. ENTIRE AGREEMENT: MODIFICATION. This instrument contains the entire Agreement between the parties and no changes or modifications hereto shall be made except in writing, duly signed by authorized representatives of City and Kersten.

D. LAW GOVERNING. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Reciprocal Parking Lot Use and Maintenance Agreement to be executed as of the day and date first above written.

STEVEN F. KERSTEN

CITY OF DE PERE

Steven F. Kersten

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

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City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-89 , Authorizing and Approving Revocable
Occupancy Permit for Steve Kersten for Parking Lot and Refuse
Container Storage (301 North Broadway).

ATTACHMENTS:

- Reso14-89 (DOCX)
- Kersten 8-14-164-003-14 (DOCX)
- Exhibit A - Kersten (PDF)

RESOLUTION #14-89

AUTHORIZING AND APPROVING A REVOCABLE OCCUPANCY PERMIT
FOR STEVE KERSTEN FOR PARKING LOT AND REFUSE CONTAINER STORAGE
(301 North Broadway)

WHEREAS, Steve Kersten (Kersten) will be acquiring property located at 301 North Broadway which will require a Revocable Occupancy Permit from the City of De Pere to allow for parking and incidentals upon City property on Front Street adjacent to Kersten's building;
and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Revocable Occupancy Permit (Exhibit 1) with Steve Kersten for the purposes identified therein, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee: Steve Kersten
1600 Shawano Ave., Suite 204
Green Bay, WI 54303

Grantor: City of De Pere

Locations of Encroachment: Front Street behind 301 North Broadway
See attached Exhibit A

Purpose of Encroachment: Parking lot and refuse container storage

The purpose and occupancy of the public right-of-way referenced above as allowed by this Permit is conditioned upon Permittee's compliance with Wis. Stats. §66.0425 and with the following provisions:

1. This Permit authorizes the use of the parking area on public right-of-way as shown on the attached Exhibit A for parking and incidentals thereto, including signage, landscaping and refuse container storage. All improvements to the right-of-way, including signage, landscaping and pavement placed within the right-of-way shall remain the property of the City upon revocation or termination of this Permit except as provided below.
2. Notwithstanding paragraph 1, above, if the property referred to above is required for another use at any time deemed by the Director of Public Works to be inconsistent with the continued use or occupancy under this Permit or if the Director of Public Works determines that the encroachment of right-of-way authorized under this Permit increases the difficulty of development on the site or creates conditions adverse to the best interests of the general public, or presents a threat to safety, then Permittee, upon notification by the Director of Public Works, shall discontinue all use of the property and have all refuse containers removed within 30 days of such notice to vacate. All lighting and pavement improvements shall remain in place unless specific authorization is given to Permittee to remove the same.
3. Permittee shall at all times and at its own expense, maintain the parking area in good order, repair and condition. This obligation shall include, without limitation, snow removal, litter and debris removal, striping, repair and replacement of pavement, repair and replacement of lighting and other improvements as needed.
4. Permittee shall further at all times and at its own expense, maintain the refuse container storage area and enclosure in good order, repair and condition, including without limitation, litter and debris removal, and/or replacement of the enclosure and other maintenance as needed.
5. No other use of the above described property is permitted except that specifically approved hereby.

6. Permittee shall save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of Permittee's use of the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this Permit as Exhibit B.
7. Failure by Permittee to comply with the provisions of this Permit is cause for the City to terminate this Permit and Permittee to vacate the encroachment upon right-of-way and for City to maintain any action at law or in equity to require such action with the costs thereof paid by Permittee.
8. Permittee shall comply with all City and State permitting requirements.
9. This Permit may not be assigned without the written consent of the City of De Pere.
10. Notices permitted or required hereunder shall be sent via first class mail to:

If to Permittee:

Steve Kersten
1600 Shawano Ave, Suite 204
Green Bay, WI 54303

If to De Pere:

Public Works Director
925 South Sixth Street
De Pere, WI 54115

We, the undersigned, acknowledge that we have read and understand the foregoing conditions. No representations other than those expressed herein, either oral or written, are part of this Permit. Permittee acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2014.

STEVEN F. KERSTEN

CITY OF DE PERE

Steven F. Kersten

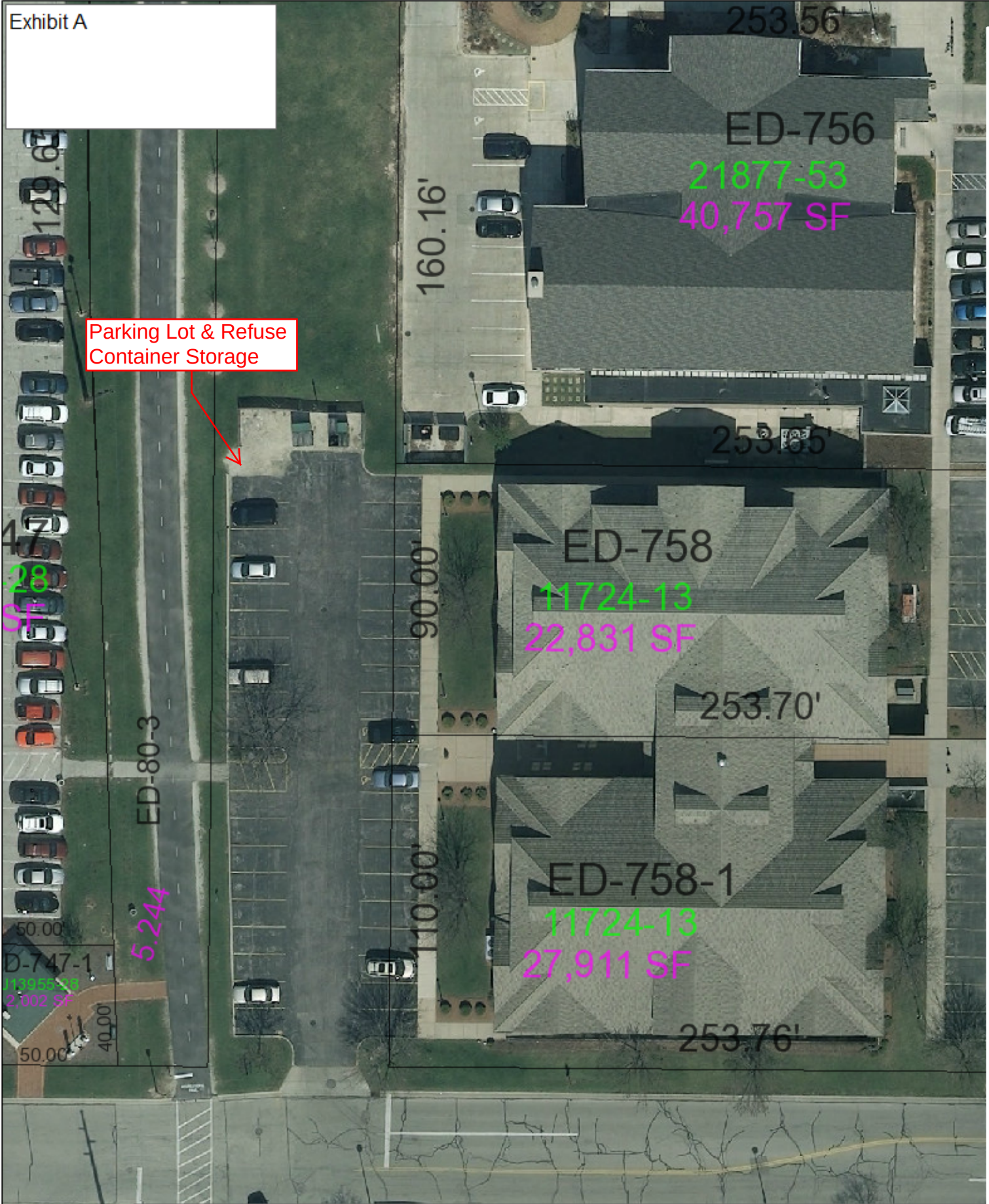
Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

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Exhibit A

Parking Lot & Refuse
Container Storage



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



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: Redevelopment Authority

FROM: Ken Pabich

SUBJECT: Resolution #14-90, Authorizing Facade Improvement Grants for Improvements to 313 Main Avenue, 486 Main Avenue and 620 George Street.

The grant receipts were approved by the Redevelopment Authority on July 28, 2014 and the Finance/Personnel Committee on August 12, 2014.

ATTACHMENTS:

- Reso14-90 (DOCX)
- ITC_Facade (PDF)
- Toppers Facade (PDF)
- Badgerland Printing Facade (PDF)

RESOLUTION #14-90

AUTHORIZING FACADE IMPROVEMENT GRANTS FOR IMPROVEMENTS TO 313
MAIN AVENUE, 486 MAIN AVENUE AND 610 GEORGE STREET

WHEREAS, the Common Council and the City Redevelopment Authority have established Facade Improvement Grant Program to encourage the renovation and revitalization of the business environment in both the West Side Redevelopment District in Tax Incremental Financing District (TID) #5 and East Side Redevelopment District in Tax Incremental Financing District (TID) #7; and

WHEREAS, 313 Main Avenue , owned by 313 Main in De Pere, LLC and 486 Main Avenue, owned by Smooth Money of Iowa, LLC, both being located within TID #5 and the West Side Redevelopment District, have had improvements made to their building exteriors which comply with the design standards for the downtown district; and

WHEREAS, 610 George Street, owned by Nip It, LLC, located within TID #7 and the East Side Redevelopment District , has had improvements made to its building exterior which comply with the design standards for the downtown district; and

WHEREAS, each property owner has applied for a grant from the respective Facade Improvement Grant Program under the terms of those Programs, said applications have been reviewed and recommended for approval by the Redevelopment Authority and the Finance/Personnel Committee; and

WHEREAS, 313 Main in De Pere, LLC, Smooth Money of Iowa, LLC and Nip It, LLC are hereby thanked for their contribution toward preservation and aesthetic enhancements on to the City's Redevelopment Districts.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Clerk-Treasurer is authorized to issue grant payments as follows:

1. To 313 Main in De Pere, LLC in the amount of \$10,000 (\$49,605.65 spent) for improvements to the exterior of 313 Main Avenue, all made in accordance with the Facade Improvement Grant Program for TID #5; and
2. To Smooth Money of Iowa, LLC in the amount of \$10,000 (\$43,862.50 spent) for improvements to the exterior of 486 Main Avenue, all made in accordance with the Facade Improvement Grant Program for TID #5; and
3. To Nip It, LLC in the amount of \$6,687.50 (\$26,750.00 spent) for improvements to the exterior of 610 George Street, all made in accordance with the Facade Improvement Grant Program for TID #7.

BE IT FURTHER RESOLVED THAT:

The Common Council of the City of De Pere extends its thanks these property owners for their investment in, and commitment to, the City of De Pere and its business districts.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-90 (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)

Invoice



Purchase From:

P.O. BOX 369
DePere, WI 54115

Invoice # O'SHAU506
Date 10/16/2013

Bill To: Brian O'Shaughnessy
205 Doty St. Suite 102
Green Bay, WI 54301

313 Main in De Pere LLC
313 Main Ave
De Pere, WI 54115

Item	Labor	Material	Price
3rd Draw on Proposal #O'SHAU503			
Install Trusses for 2nd floor	\$ 3,500.00		\$ 3,500.00
Framing 1st & 2nd floors	\$ 10,150.00	\$ 13,875.00	\$ 24,025.00
Trim Package	\$ 1,000.00	\$ 3,500.00	\$ 4,500.00
Flooring-Laminate		\$ 9,795.00	\$ 9,795.00
Brick work Down Payment		\$ 2,500.00	\$ 2,500.00
Poured Walls & Pad-Front Entrance	\$ 2,475.00		\$ 2,475.00
Drywall & Plaster		\$ 2,500.00	\$ 2,500.00

Thank you for your business!

SUBTOTAL \$ 49,295.00

TAX \$ 2,711.23

Terms: Due Upon Receipt

1.5% Finance Charge After 10 Days

TOTAL \$ 52,006.23

Brian O'Shaughnessy
cn=Brian O'Shaughnessy, o=ITConnexx,
Inc., ou, email=brian@itconnexx.com, c=US
2013.10.18 14:16:48 -05'00'

JTS DEVELOPMENT LLC (920) 660-3426

Invoice



Purchase From:

P.O. BOX 369
DePere, WI 54115

Invoice # O'SHAU507

Date 12/6/2013

Bill To: Brian O'Shaughnessy
205 Doty St. Suite 102
Green Bay, WI 54301

313 Main in De Pere LLC
313 Main Ave
De Pere, WI 54115

Item	Labor	Material	Price
4th Draw on Proposal #O'SHAU503			
Completion of roof	\$ 9,250.00		\$ 9,250.00
Plumbing rough in	\$ 2,250.00		\$ 2,250.00
Trim Package	\$ 1,000.00	\$ 5,150.00	\$ 6,150.00
Electric fixtures		\$ 4,925.00	\$ 4,925.00
Brick work interior & front exterior	\$ 2,000.00	\$ 4,000.00	\$ 6,000.00
HVAC draw		\$ 5,500.00	\$ 5,500.00
Drywall & Plaster	\$ 1,500.00		\$ 1,500.00
Permits, WPS, De Pere water & inspections		\$ 4,600.00	\$ 4,600.00
Windows & Transoms	\$ 2,600.00	\$ 1,350.00	\$ 3,950.00

Thank you for your business!

SUBTOTAL \$ 44,125.00

TAX \$ 2,426.88

Terms: Due Upon Receipt

1.5% Finance Charge After 10 Days

TOTAL \$ 46,551.88

Invoice



Purchase From:

P.O. BOX 369
DePere, WI 54115

Invoice # O'SHAU505

Date 8/16/2013

Bill To: Brian O'Shaughnessy
205 Doty St. Suite 102
Green Bay, WI 54301

313 Main in De Pere LLC
313 Main Ave
De Pere, WI 54115

Item	Labor	Material	Price
2nd Draw on Proposal #O'SHAU503			
Install Trusses for 1st floor	\$ 2,000.00		\$ 2,000.00
Windows & Exterior Doors, stained & finished	\$ 2,500.00	\$ 14,000.00	\$ 16,500.00
Interior Doors, stained & finished	\$ 2,500.00	\$ 4,500.00	\$ 7,000.00
Down payment for HVAC		\$ 15,000.00	\$ 15,000.00
Equipment Rental		\$ 2,000.00	\$ 2,000.00

Thank you for your business!

SUBTOTAL \$ 42,500.00

TAX \$ 2,337.50

Terms: Due Upon Receipt

1.5% Finance Charge After 10 Days

TOTAL \$ 44,837.50

Attachment: ITC_Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)



1030 Orlando Drive
De Pere, WI 54115 / Phone: (920) 336-3400
Fax: (920) 336-3401

Request for Change Order

To: ITConnexx, Inc.
205 Doty Street #2
Green Bay, WI 54311
Project: ITConnexx - Code Repairs

RFC No: 1
Date: 5/16/2014
Description: Furnish and install Monestary Brown EIFS with a sandpebble texture around the front entrance, on the side walls of the back deck, above the windows at the back deck, and the back face of the building. Install black EIFS cornice at the top of the front face of the building. Per the drawing from C. Renier Architects.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$5,016.38 will be added to the contract price.

Original Contract	\$29,515.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$29,515.00
This Request	\$5,016.38
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$34,531.38

Authorized Signature:  Date: 5-16-14
Alliance Construction & Design

Authorized Signature: _____ Date: _____
ITConnexx, Inc.

Attachment: ITC_Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)



1030 Orlando Drive
De Pere, WI 54115 / Phone: (920) 336-3400
Fax: (920) 336-3401

Request for Change Order

To: ITConnexx, Inc.
205 Doty Street #2
Green Bay, WI 54311
Project: ITConnexx - Code Repairs

RFC No: 6
Date: 5/16/2014
Description: Frame and install Aeratis Porch boards on the back second floor patio.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$7,806.80 will be added to the contract price.

Original Contract	\$29,515.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$29,515.00
This Request	\$7,806.80
Other Pending Requests	\$15,986.26
Total Contract plus Pending RFCs	\$53,308.06

Authorized Signature:  Date: 5-16-14
Alliance Construction & Design

Authorized Signature: _____ Date: _____
ITConnexx, Inc.

Attachment: ITC_Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)



1030 Orlando Drive
De Pere, WI 54115 / Phone: (920) 336-3400
Fax: (920) 336-3401

Request for Change Order

To: ITConnexx, Inc.
205 Doty Street #2
Green Bay, WI 54311
Project: ITConnexx - Code Repairs

RFC No: 3
Date: 5/16/2014
Description: Furnish and install a cable railing at the back deck with powder coated black rails and posts. The cable to be stainless steel.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$3,120.08 will be added to the contract price.

Original Contract	\$29,515.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$29,515.00
This Request	\$3,120.08
Other Pending Requests	\$9,646.88
Total Contract plus Pending RFCs	\$42,281.96

Authorized Signature: _____

Alliance Construction & Design

Date: _____

5-16-14

Authorized Signature: _____

ITConnexx, Inc.

Date: _____

Attachment: ITC_Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)



1030 Orlando Drive
De Pere, WI 54115 / Phone: (920) 336-3400
Fax: (920) 336-3401

Request for Change Order

To: ITConnexx, Inc.
205 Doty Street #2
Green Bay, WI 54311
Project: ITConnexx - Code Repairs

RFC No: 2
Date: 5/16/2014
Description: Clean and the stain the brick on the front of the building, in Brians office, over the graffiti on the east wall, around the windows on second floor.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$4,630.50 will be added to the contract price.

Original Contract	\$29,515.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$29,515.00
This Request	\$4,630.50
Other Pending Requests	\$5,016.38
Total Contract plus Pending RFCs	\$39,161.88

Authorized Signature: [Signature]
Alliance Construction & Design

Date: 5-16-14

Authorized Signature: _____
ITConnexx, Inc.

Date: _____

Attachment: ITC_Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)



1030 Orlando Drive
De Pere, WI 54115 / Phone: (920) 336-3400
Fax: (920) 336-3401

Request for Change Order

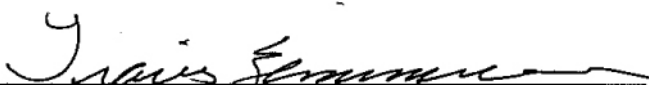
To: ITConnexx, Inc.
205 Doty Street #2
Green Bay, WI 54311
Project: ITConnexx - Code Repairs

RFC No: 26
Date: 6/24/2014
Description: Furnish and install the Fypon trim on the lower exterior section of the bow window in Brian's office.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$870.41 will be added to the contract price.

Original Contract	\$29,515.00
Other Approved Change Orders	\$55,415.20
Total Contract to Date	\$84,930.20
This Request	\$870.41
Other Pending Requests	\$2,126.71
Total Contract plus Pending RFCs	\$87,927.32

Authorized Signature:  Date: 6/24/2014
Alliance Construction & Design

Authorized Signature: _____ Date: _____
ITConnexx, Inc.

Attachment: ITC_Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)



1030 Orlando Drive
De Pere, WI 54115 / Phone: (920) 336-3400
Fax: (920) 336-3401

Request for Change Order

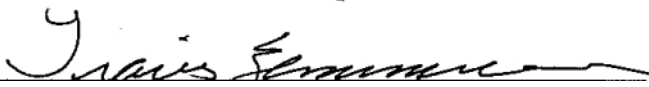
To: ITConnexx, Inc.
205 Doty Street #2
Green Bay, WI 54311
Project: ITConnexx - Code Repairs

RFC No: 22
Date: 6/24/2014
Description: Labor and material to install breakmetal trim at the head of the three aluminum windows and install one latch lock with lever handle on the front aluminum entrance.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$492.82 will be added to the contract price.

Original Contract	\$29,515.00
Other Approved Change Orders	\$55,415.20
Total Contract to Date	\$84,930.20
This Request	\$492.82
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$85,423.02

Authorized Signature:  Date: 6/24/2014
Alliance Construction & Design

Authorized Signature: _____ Date: _____
ITConnexx, Inc.

Attachment: ITC_Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)



1030 Orlando Drive
De Pere, WI 54115 / Phone: (920) 336-3400
Fax: (920) 336-3401

Request for Change Order

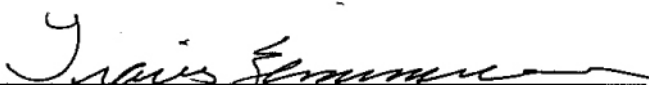
To: ITConnexx, Inc.
205 Doty Street #2
Green Bay, WI 54311
Project: ITConnexx - Code Repairs

RFC No: 19
Date: 6/6/2014
Description: Install a limestone window sill at the conference room window. Tuck point the masonry at the at the roof truss bearing in the south end of the hall on the second floor.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

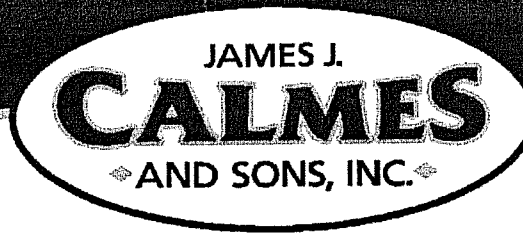
Upon approval the sum of \$192.94 will be added to the contract price.

Original Contract	\$29,515.00
Other Approved Change Orders	\$43,557.78
Total Contract to Date	\$73,072.78
This Request	\$192.94
Other Pending Requests	\$9,278.65
Total Contract plus Pending RFCs	\$82,544.37

Authorized Signature:  Date: 6/6/2014
Alliance Construction & Design

Authorized Signature: _____ Date: _____
ITConnexx, Inc.

Attachment: ITC_Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)



Toppers De Pere, WI
Attention: Joe Kirshling / Aaron Johnson

Exterior Construction Breakdown:

Electrical:

- Furnish and install exterior gooseneck fixtures
- Replace exterior recessed lighting with LED fixture \$1,714.00

Construction:

- Add exterior brick per drawings and winter conditions \$25,735.00
- Fypon crown and cornice moldings
- Roof flashings and caps
- Patch in roof at parapet walls \$4,412.00

Framing:

- Additional framing required for revised exterior theme \$4,450.00

Awnings:

\$3,564.00

\$39,875.00

10% Mark up \$ 3,987.50

Exterior Total \$43,862.50

Attachment: Toppers Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)

Wrightstown Lumber, Inc.
351 Broadway
Wrightstown, WI 54180
920-532-4320 Fax: 920-532-4448

Page:

To:
JIM CALMES CONSTRUCTION
N2193 BODDE RD.
KAUKAUNA, WI. 54130

Phone: 766-7940

Cust PO:

Reference: TOPPERS:DP

Terms:

Ship Via:

Salesperson:

Valid Through: 3/18/2014

Stock Code	Description	Taxable	Quantity	Price	Exten
	FYPON #MLD 505-8 MOULDING-8'	Y	13.00	109.75	1,426
	FYPON #MLD 215-12 MOULDING-12'	Y	9.00	48.00	432

Attachment: Toppers Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)

SubTotal: 1,858

Tax: 9

Shipping:)

Total: 1,957

LABOR 8' 00

283.00

+10 2115

Proposal

Page No. of Pages

14.c

APPLETON AWNING SHOP, INC.
Quality Awnings & Service Since 1922
3052 West Elberg Ave.
APPLETON, WISCONSIN 54914
(920) 733-4701

PROPOSAL SUBMITTED TO Calmes Construction	DATE 3-3-14
ADDRESS ATT: Tom	PHONE
JOB NAME AND LOCATION Toppers Pizza 486 Main Ave De Pere, WI	DATE OF PLANS
	ARCHITECT
	JOB PHONE

We hereby submit specifications and estimates, subject to all terms and conditions as set forth on both sides, as follows:

To Furnish and install 6 Canvas
Awnings As per print color your
choice

3,085.72
+ Tax 154.28
3,240.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications.
for the sum of: _____ dollars (\$ _____)

Note: This proposal may be withdrawn by us if
not accepted within _____ days.

Authorized
Signature

Mike Darnha

Accepted: The above prices, specifications and
conditions are satisfactory and are hereby accepted. You
are authorized to do the work as specified. Payment will
be made as outlined above.

Signature

Date

Signature

Attachment: Toppers Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)

Oct. 27 20 13

To James J. Calmes & Sons, Inc. - "Att Tom"
Toppers Pizzeria remodel -
De Pere

HARRIS MASONRY, LLC

BRICK, BLOCK, STONE, FOUNDATIONS, FIREPLACES, TUCKPOINTING
COMMERCIAL—RESIDENTIAL

PHONE: 866-9202 3978 FISHER RD. GREEN BAY, WI 54311

520 sq. ft. Boerl thinstone		
met & labor		
cut in door & finish joints		
BR1		
Brick in bottom of win. W2		
cut in brick for window W3		
finish joints	\$14,799	24
Thank you		
Zone		
Rebid - 12/1-13		
Add. on 191.5 sq. ft. Boerl		
thinstone	\$4846	00
Zone		



Roofing & Architectural Sheet Metal Specialists
 320 PACKERLAND DRIVE • GREEN BAY, WI 54303
 MAILING ADDRESS: P.O. BOX 13037 • GREEN BAY, WI 54307-3037
 PHONE (920) 432-7719 • FAX (920) 432-3707

INVOICE NO.

PAGE

JAMES J. CALMES CONSTRUCTION
 N2193 BODDE ROAD
 Kaukauna, WI 54130

INVOICE DATE	INVOICE NO.	CUSTOMER NO.	PAYMENT TERMS	CONTRACT NO.
4/11/2014	0058876-IN	CALMES	NET DUE UPON RECEIPT	

ITEM NO.	JOB NUMBER: 0042480	PRICE	AMOUNT
LABOR	HOUR	3.000	3.000
ROOFING LABOR		0.000	70.0000
MATERIAL	1.000	1.000	0.000
ROOFING MATERIALS			91.0800
3/31 - INSTALLED PIPE BOOT, PATCHED CUTS & HOLES IN MEMBRANE, FLASH LOOSE SEAMS IN MEMBRANE, FLASH CORNER ON PARAPET WALL, PER JOE FROM TOPPERS.			

Net Invoice: 301.0
 Less Discount: 0.0
 Freight: 0.0
 Sales Tax: 0.0
 Invoice Total: 301.08
 Less Deposit: 0.00

Packet Pg. 97

Attachment: Toppers Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)

JAMES J.
CALMES
 AND SONS, INC.

March 3, 2014

Toppers
 Attention: Chuck Kappas, Joe Kirshling & Aaron Johnson
 486 Main Street
 DePere WI

Re: New DePere Toppers Build Out

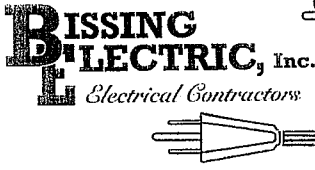
Change Order #1

- | | | |
|---|-----------|--------------|
| 1) To add winter conditions for exterior work (per Chuck) | Add | \$1,964.00 |
| 2) Labor and materials to add Fypon moldings per new specifications | Add | \$3,115.00 |
| * Does not include painting as this division was excluded from our contract | | |
| 3) Additional roofing and flashings | Add | \$810.00 |
| 4) Add awnings per specifications | Add | \$3,564.00 |
| 5) Add wiring for owner supplied exterior fixtures and replace (9) exterior recessed cans | Add | \$1,337.00 |
| 6) Omit aluminum trellis | Deduct | <\$8,400.00> |
| | Total Add | \$2,390.00 |

Accepted By: _____ Date: _____

Tom Vanden Heuvel,
 Project Manager

Attachment: Toppers Facade (2486 : Resolution #14-90, Authorizing Facade Improvement Grants)



2390 W. Nordale Dr.
Appleton, WI 54914
Phone (920) 731-2388
FAX (920) 731-8585

4/24/2014

Invoice # 7981

James J. Calmes & Sons, Inc.
N2193 Bodde Rd.
Kaukauna, WI 54130

PROJECT		P.O. NO.	TERMS
Toppers Pizza - 486 Main Ave., De Pere			Net 30
DATE(S) OF SERVICE	DESCRIPTION	AMOUNT	
	FINAL -- TOPPERS PIZZA, De Pere		
	BASE PRICE	38,700.00	
	Alt. #1 - Service Change per plan/spec, deduct	-6,375.00	
	Alt. #2 - Fixtures/Lamps per plan/spec, deduct	-5,851.00	
	Alt. #3 - Add Exit/Em/Egress on vacant side, per code	460.00	
	Alt. #4-A - Wire (7) Gooseneck Fixtures to time clock control	675.00	
	Alt. #4-B - Furnish & install (9) PAR 38 LED in existing recessed	540.00	
	Alt. #5 - Furnish & install (2) 220-amp shunt-trip breakers for pizza oven	690.00	
	Alt. #6 - Furnish & install (7) PAR 12w 30L Flood in Gooseneck Fixtures	343.00	
	Subtotal	29,182.00	
	Paid - 3/27/14, #39155	-13,237.00	

Customer Contact
Customer Phone: 766-7940, 766-7941
Customer Fax: 766-7942
Customer Alt. Contact
Customer Alt. Phone: Tom V. (m) 841-0529
Customer E-mail:

Subtotal \$15,945.00

WI Sales Tax (5.0%) \$0.00

Total Due \$15,945.00

SERVICE CHARGE is computed by a PERIODIC RATE of 1-1/2% per month (or a minimum charge of \$.50) which is an ANNUAL PERCENTAGE RATE of 18%.

**BADGERLAND
PRINTING, INC.**

610 George Street
De Pere, WI 54115

Phone: 920-337-0808
Fax: 920-337-0112

TO: KEN PABICH

HERE IS THE INVOICE & QUOTE FOR
OUR BUILDING EXTERIOR UPGRADE.
ALL OF THE LABOR HAS BEEN COMPLETED.

PLEASE LET US KNOW IF YOU NEED
ANYTHING ELSE.

THANK YOU
KEVIN & KARRA KUSANA


IEI GENERAL CONTRACTORS, INC.

P.O. Box 5067 • De Pere, WI 54115-5067
Tel.: 920-337-2111 • Fax: 920-336-1647



TO:

Badgerland Printing
Attn: Kevin Kujava
610 George Street
De Pere WI 54115

TERMS: NET

INTEREST CHARGED ON
PAST DUE ACCOUNTS

 PARTIAL (AS OF 07/10/14)

 X FINAL

DATE	OUR JOB NO.	YOUR PURCHASE ORDER NO.	INVOICE NO.
June 10, 2014	1195		7129

HOURS

RATE

AMOUNT

PROJECT: 610 George Street - De Pere WI

\$

\$

Labor and Material to upgrade building exterior as per
quote on 1/18/14

\$ 26,750.00

Added door replacement as per 6/03/14 quote

\$ 700.00

Total Due This Invoice

\$ 27,450.00



INTEGRITY ♦ EXCELLENCE ♦ INNOVATION

January 8, 2014

Badgerland Printing
ATTN: Kevin Kujava
610 George Street
De Pere WI 54115

RE: Proposal

Kevin:

We propose to furnish all labor and material to upgrade your building exterior as follows:

- Remove existing canopy
- Remove existing signage
- Remove windows (existing storefront entrance to remain)
- Pressure wash brick and caulk as required
- Apply 2 coats latex masonry paint to brick
- Clean prime and two finish coats of paint on storefront door, frames and sidelights.
- Paint inside of door frame and sidelight
- Install thermally broken dark bronze aluminum windows
- Glazing to be 1" clear low-E insulated glass, tempered and caulking
- New gooseneck light fixture and all wiring
- New roof parapet metal flashing
- New canopy with metal stud framing, metal siding & trim to match sketch

This work would be for the sum of \$26,750.00 (Twenty six thousand seven hundred fifty and 00/100).

If you have any questions, please contact me.

Very truly yours,

Michael Johnson

Michael Johnson
President

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Resolution #14-91, Authorizing Parish Facility Use Agreement with St. Mary Catholic Church.

This memo is to seek approval for the acceptance of a new cooperative agreement with the St. Mary's Parish at the Notre Dame Elementary School for a Before School Kidz Zone Program to start for the Fall 2014 school semester.

Thank you for your time and consideration.

ATTACHMENTS:

- Reso14-91 (DOCX)
- Parish Facility Use Agreement (DOCX)
- Kidz Zone - East Side Agreement (DOCX)

RESOLUTION #14-91

AUTHORIZING PARISH FACILITY USE AGREEMENT WITH
ST. MARY CATHOLIC CHURCH

WHEREAS, the Parks, Recreation and Forestry before and after school recreation program, Kidz Zone, is scheduled to begin at Notre Dame Elementary School during the 2014-2015 school year; and

WHEREAS, St. Mary Catholic Church has offered the use of its facilities for such program upon the terms and conditions of the Parish Facility Use Agreement attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Parish Facility Use Agreement, subject to approval by the Board of Park Commissioners. Further, the Mayor is authorized to execute subsequent renewals of such Agreement provided such renewal is on similar terms and has been properly budgeted for.

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 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-91 (2488 : Resolution #14-91, Approval of Agreement with St. Mary's Parish)

Parish Facility Use Agreement

15.b

Name of Parish St. Mary Catholic Church
Address P.O. Box 70, De Pere, WI 54115-0070
Phone (920) 337-2330

Reservation Date: See Addendum

Event: De Pere Park & Rec. Kidz Zone Before School Program

The following parish areas will be included in this agreement:
Notre Dame Elementary School –100 S. Huron St., De Pere, WI
Library and gym; adjacent bathrooms (2)

Starting Time: 6:30 am **Ending Time:** 8:15 am

Number of Persons Attending: maximum 36

Additional Special Arrangements: _____

The lessee agrees to exercise due care in the preservation of the parish premises and to prevent loitering and the presence of unauthorized persons during all usage periods. The lessee hereby agrees to remit the rental fee (if applicable) and be held responsible for any and all damage to persons, property and premises. Lessee is responsible for cleanup of property and premises.

Lessee shall indemnify and hold harmless the lessor from any and all damage, loss or liability of any kind whatsoever occasioned upon and/or within the leased parish premises, or ways or walks adjacent thereto, by reason of any injury to persons or property caused or alleged to be caused by any act or omission, neglect, or wrongdoing of the lessee or any of his/her and/or its officers, agents, representatives, assigns, guests, employees, invitees, or other persons admitted by the lessee to the parish premises. The lessee will, at his/her and/or its own cost and expense defend and protect the lessor against any and all such claims or demands including attorneys fees.

Lessee shall provide the lessor with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence for business entities (personal liability (home owners or farm owners policy) coverage of \$300,000 for individuals). This certificate should name the parish and the Diocese of Green Bay as an additional insured.

Person in Charge (must be at least 18 years of age): _____

Address: _____
(Street) (City/State) (Zip code)

Organization: _____ Phone: _____

The preceding information is correct to the best of my knowledge. I have received a copy of the parish facility use policy and agree to abide by all the regulations and policies set forth for the use of parish facilities and/or grounds. I acknowledge (name of parish) St. Mary Catholic Church and Diocese of Green Bay have no responsibility, express or implied, for any damage or injury arising out of or connected in any way with my/our use of parish facilities.

Signed: _____ Date: _____

Title: _____
(Lessee Organization)

Signed: _____ Date: _____
(Pastor) Rev. Richard Getchel, Pastor

Attachment: Parish Facility Use Agreement (2488 : Resolution #14-91, Approval of Agreement with St. Mary's Parish)

ADDENDUM

The City of De Pere Park and Recreation Department will be an additional user group. All parish fees are waived for this before school program, however a stipend of \$1.00/student/day will be paid to the parish.

A certificate of insurance must be on file in the St. Mary Parish Office.

The program will follow the Notre Dame of De Pere School planning and calendar.

This contract covers the school period of 2014-2015 with specific dates approved by the respective staff.

Dated: _____

Representative – City of De Pere

Representative – Notre Dame of De Pere
James Clark, Principal

Memorandum

To: Board of Park Commissioners

From: Cindy Lee, Activity Coordinator
Paula Rahn, Community Center Manager

Date: August 1, 2014

Re: Approval of Cooperative Agreement with St. Mary's Parish for a Before School Kidz Zone Program at Notre Dame Elementary School

This memo is to seek the Board of Park Commissioner's approval for the acceptance of a new cooperative agreement with the St. Mary's Parish for a Before School Kidz Zone Program at Notre Dame Elementary School to start for the Fall 2014 school semester.

Currently, we have a similar agreement with OLOL where we offer a Before & After School Kidz Zone Program. The only difference is that we will be required to pay a stipend of \$1.00 per student per day to the St. Mary's Parish. All other parish fees have been waived.

In order for the program to run we would need a minimum of 10 participants to cover all costs. This would include an additional 5 hours per week for the Activity Coordinator to administer the program. Maximum amount of participants would be 36. Fees would be structured the same as the Kidz Zone Program at OLOL. Registration would be handled at the De Pere Community Center and the St. Mary's Parish would be reimbursed monthly.

This contract will cover the school period of 2014-2015 with specific dates approved by the respective staff. It will be in effect for one year with the understanding that both parties will bring the agreements before their respective boards for the following school term as mutually agreed upon.

Thank you for your time and consideration in this matter.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Jeffrey Roemer

SUBJECT: Resolution #14-92, Ratifying Fire Department Public Safety Grant Application.

Update: This item was approved by the Finance/Personnel Committee on August 12, 2014.

The Wisconsin Public Service Foundation Public Safety Response Grant program was accepting applications until July 31, 2014. We just recently found out about this grant. This grant is available to fire departments covering their coverage areas for critical fire department equipment needs. The grant is for 100% of requested items and does not include any match and up to \$2,000. I am asking the Councils approval to pursue this grant. We have already submitted the paperwork due to the deadline, but will need Council approval to accept the award if approved. We have submitted for Marine LED spot and flood lights for the rescue boat.

ATTACHMENTS:

- Reso14-92 (DOCX)

RESOLUTION #14-92

RATIFYING FIRE DEPARTMENT PUBLIC SAFETY GRANT APPLICATION

WHEREAS, Wisconsin Public Service Foundation provides grants to area fire departments for critical equipment needs through its public safety response grant program; and

WHEREAS, the fire department is in need of marine LED spot and flood lights for the rescue boat; however the grant application deadline of July 31, 2014 did not allow the department the time needed to obtain prior approval of its grant application, requiring the department to submit its application and request ratification of its actions after the fact; and

WHEREAS, if awarded, no City match is required; and

WHEREAS, this matter has been reviewed by the Finance Personnel Committee which recommends ratification of the actions taken by the department in submitting the application.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the submission of the grant application to the Wisconsin Public Service Foundation Public Safety Response Grant Program for the purposes specified above, and authorizes acceptance of the grant, if awarded.

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 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-93, Authorizing Contract with Wisconsin Public Service Corporation for Outdoor Lighting Service (County Highway PP Roundabout).

Wisconsin Public Service (WPS) is installing street lighting along CTH PP as part of the street construction project as requested by the City. In order for WPS to install the lighting, the City must enter into the attached street lighting contract with WPS. The installation will cost \$84,829 and will be budgeted for in the City's 2015 budget. Payment for the street lights will be due to WPS by February 2015.

Staff recommends approving the contract with WPS for installation of street lighting on CTH PP.

ATTACHMENTS:

- Reso14-93 (DOCX)
- WPS CTH PP Street Lighting Contract(PDF)

RESOLUTION #14-93

AUTHORIZING CONTRACT WITH WISCONSIN PUBLIC SERVICE
CORPORATION FOR OUTDOOR LIGHTING SERVICE
(County Highway PP Roundabout)

WHEREAS, the City is in need of street lighting as part of the street reconstruction project along County Highway PP; and

WHEREAS, Wisconsin Public Service Corporation has available and offers to provide personnel and equipment necessary for the installation of the street lighting; and

WHEREAS, the Board of Public Works has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the attached Wisconsin Public Service Corporation Contract for Outdoor Lighting Service.

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 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-93 (2512 : Resolution #14-93, Authorizing WPS Street Lighting Contract for CTH PP)



July 17, 2014

CITY OF DE PERE
335 S BROADWAY
DE PERE, WI 54115-2526

Wisconsin Public Service Corporation
An Integrys Energy Group Company
700 North Adams Street
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

Dear Customer:

Thank you for your lighting request for service at: COUNTY ROAD PP ROUNDABOUT, COUNTY OF BROWN, STATE OF WI. Wisconsin Public Service is pleased to have this opportunity to provide you with reliable energy and our award winning customer service.

This letter confirms your acceptance of the terms and conditions of the gas and/or electric rates and tariffs associated with your request for service. It also confirms the following cost for your request:

- The enclosed electric, gas or lighting contracts need to be signed and returned to the Public Service office within 60 days of the contract date; otherwise the contract is null and void. The installation of your service will be scheduled upon receipt of contract, payment (if required), and completion of all site requirements. Mail both contracts to the Public Service office and a mutually signed contract will be returned to you.
- The total monthly lighting bill is **\$440.00**.
- The cost to install the special facilities for your Municipal outdoor lighting is **\$84,829.00**. This cost is valid for 60 days as of the date of this letter. Payment is needed in advance of construction. Please note this Work Request: 1568241 on your check or money order.
- In no event shall the Customer place any decorative element on the pole without the prior written approval of WPSC.
- Although we exercise caution to locate and avoid your sewer lateral during construction, if you notice a problem with your sewer drain(s) during construction or anytime after our work is completed, contact us right away. **Do not attempt to clear the sewer lateral.** There have been instances when the sewer lateral and our facilities could intersect, causing an unsafe condition.

The following items are needed to install your facilities in a timely manner. Please provide us with the date when these items will be completed.

- The service route must be cleared 10' wide of brush, trees, debris, building materials, dirt piles, etc. and brought to within 6 inches of final grade. Please discuss any anticipated grade changes with us before the service is installed to avoid being billed for relocation costs incurred with grade changes.
- At the time of construction, all existing or proposed private underground facilities must be marked or exposed before service can be installed.
- Curb and gutter must be installed in advance of lighting installation.
- The pole location for the light and the right-of-way must be within 6 inches of final grade.

The payment calculation of this agreement is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new agreement shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, winter construction and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.

All of us at Wisconsin Public Service look forward to serving your energy needs. For further information regarding your new service, visit our Internet site at www.WisconsinPublicService.com. If you have any questions about the above items, please refer to **Work Request: 1568241-1** when calling us at 920-617-5271.

Sincerely,

Jay Dressen

Enc

WISCONSIN PUBLIC SERVICE CORPORATION-WI

CONTRACT FOR OUTDOOR LIGHTING SERVICE

This contract is for the installation of Outdoor Lighting entered into on 7/10/2014 (Contract Date) between
CITY OF DE PERE (Customer) and Wisconsin Public Service Corporation (WPSC).

The Customer desires WPSC to own, install and maintain the outdoor lighting system.

Site Address/Description/Location: COUNTY ROAD PP ROUNDABOUT in the
CITY of DE PERE, County of BROWN, State of WI.

This lighting system is comprised of 22 LED Lamps under a LS-1 rate schedule on
 pole number(s) SEE ATTACHMENT FOR POLES#

Now in consideration of the mutual promises herein contained, the parties hereto agree as follows: The customer
 agrees to comply with all terms and conditions as stated on page 2 of this contract, including the commencement
 date of Minimum Charges and all appropriate WPSC tariffs on file with the PSCW.

The Customer will pay WPSC on a monthly basis for the outdoor lighting service according to the following:

1. Monthly Fixture Charges	Quantity	Monthly Rate	Monthly Billing
150W Equivalent - LED Cobrahead	22	\$ 20.00	\$ 440.00
Sub-Total Monthly Bill			\$ 440.00

2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			\$ -

Total Monthly Bill			\$ 440.00
Sales Tax (If applicable)			\$ -
Total Monthly Bill with Sales Tax			\$ 440.00

3. Advance Payment - Special Facilities	Advance Payment
a. Assigned Special Facilities Non-Refundable	\$ 28,218.60
b. Assigned Special Facilities Ornamental	\$ 45,653.52
Sub-Total Special Facilities	\$ 73,872.12

4. Ornamental System Maintenance Payment

The customer agrees to pay future system maintenance due to the higher cost of maintaining ornamental
 facilities. The company agrees to maintain and replace the above ornamental lighting system as per the LS-1
 Lighting Tarriff. The customer agrees to make an advance payment as a special facilities payment under the
 company's Electric Extension Rules equal to:

Special Facilities Ornamental Payment from 3b:	\$ 45,653.52	
	24.00%	\$ 10,956.88
5. Total Advance Payment		\$ 84,829.00

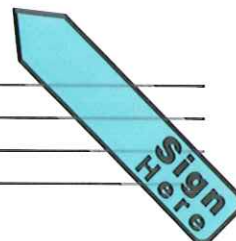
WPSC Signature

Customer Signature

WR/Revisions: 1568241-1
 IFRIS Project: 0007014014
 Database: _____

Customer Mailing Address

CITY OF DE PERE
335 S BROADWAY
DE PERE, WI 54115-2526



WISCONSIN PUBLIC SERVICE CORPORATION-WI

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Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			\$ -

Total Monthly Bill			\$ 440.00
Sales Tax (If applicable)			\$ -
Total Monthly Bill with Sales Tax			\$ 440.00

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24.00%	\$ 10,956.88
	\$ 84,829.00

5. Total Advance Payment

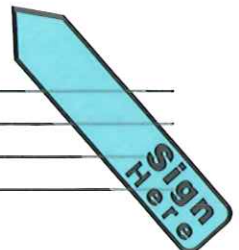
WPSC Signature

Customer Signature

Customer Mailing Address

WR/Revisions: 1568241-1
 IFRIS Project: 0007014014
 Database: _____

CITY OF DE PERE
335 S BROADWAY
DE PERE, WI 54115-2526



WR#:	1568241	Customer:	CITY OF DE PERE
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[illegible]

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-94, Authorizing State/Municipal Agreements for Various Street Improvement Projects.

The City has obtained grants for five streets under the STP-U grant program. Under this program, the City receives grant funding for up to 80% of eligible project costs. The project is bid through the Wisconsin Department of Transportation (WisDOT). Because of this, a State Municipal Agreement (SMA) is required between the City and WisDOT.

The summary for the streets is as follows:

Project ID/Description	Total Estimated Cost	Federal/State Funds	Municipal (City) Funds
ID 4985-00-51/52 - Allard Street - Grant to Reid	\$334,864	\$267,891	\$66,973
ID 4985-00-53/54 - Erie Street - O'Keefe to Virginia	\$468,400	\$374,720	\$93,680
ID 4985-00-55/56 - Libal Street - Ridgeway to LeBrun	\$87,830	\$70,264	\$17,566
ID 4985-00-57/58 - Helena Street - Seventh to Sixth	\$62,505	\$50,004	\$12,501
ID 4985-00-59/60 - Ninth Street - Grant to Main	\$295,354	\$233,800	\$61,554

This work is scheduled to occur in 2018 and 2019.

Staff recommends the BOPW approve this agreement and forward to the Council for approval.

ATTACHMENTS:

- Reso14-94 (DOCX)
- 4985 00 51_52 BROWN CO C DEPERE ALLARD ST UNSIGN COMBINED 06052014 (PDF)
- 4985 00 53_54 BROWN CO C DEPERE ERIE ST UNSIGN COMBINED 06062014 (PDF)
- 4985 00 55_56 BROWN CO C DEPERE LIBAL ST UNSIGN COMBINED 06062014 (PDF)

- 4985 00 57_58 BROWN CO C DEPERE HELENA ST UNSIGN COMBINED 06062014 (PDF)
- 4985 00 59_60 BROWN CO C DEPERE NINTH ST ORG UNSIGN 07092014 (PDF)

RESOLUTION #14-94

AUTHORIZING STATE/MUNICIPAL AGREEMENTS FOR
VARIOUS STREET IMPROVEMENT PROJECTS

WHEREAS, the City has obtained federal grant aid for the following street improvement projects:

- Allard Street – Grant to Reid
- Erie Street – O’Keefe to Virginia
- Libal Street – Ridgeway to LeBrun
- Helena Street – Seventh to Sixth
- Ninth Street – Grant to Main; and

WHEREAS, because administration of these street improvements projects will be handled by the Wisconsin Department of Transportation, a State/Municipal Agreement for each project is required; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the State/Municipal Agreements attached.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the attached five (5) State/Municipal Agreements for a State-LET Urbanized Area STP-Urban Project.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of August, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-94 (2514 : Resolution #14-94, Authorizing SMA - STP-U Grant Fund)



**Division of Transportation
System Development**
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

JUNE 5, 2014

ERIC RAKERS, CITY ENGINEER
CITY OF DE PERE
925 S. SIXTH STREET
DE PERE, WI 54115

Subject: New Project State/Municipal Agreement
Project ID 4985-00-51/52
GRANT ST TO REID ST
BROWN County

Dear Mr Rakers:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Over 200,000 Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

Attachment: 4985 00 51_52 BROWN CO C DEPERE ALLARD ST UNSIGN COMBINED 06052014 (2514 : Resolution #14-94, Authorizing SMA -

 STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	Date: JUNE 5, 2014 I.D.: 4985-00-51/52 Road Name: C DEPERE, ALLARD ST Limits: GRANT ST TO REID ST County: BROWN Roadway Length: 0.18 miles Functional Classification: MAJOR COLLECTOR Project Sponsor: CITY OF DE PERE Urbanized Area: GREEN BAY UZA
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The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility consists of 2-14 lanes of an urban cross section. The existing pavement is asphalt. It has longitudinal, transverse cracking, and some spot alligator cracking. It was last improved in 1998. There is existing curb and gutter, sidewalk, and bicycle accommodations. There is existing lighting.

Proposed Improvement - Nature of work: The proposed project is resurfacing of the urban cross section. The new pavement will be hot mix asphalt with curb and gutter. Permanent and temporary pavement marking and signing will be installed. Lateral storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **N/A.**

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$267,891 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$267,891 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or**

by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-51					
Design	\$35,126	\$28,101	80% *	\$7,025	20% + BAL
State Review	\$18,734	\$14,987	80% *	\$3,747	20% + BAL
ID 4985-00-52					
Participating Construction	\$234,170	\$187,336	80% *	\$46,834	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$46,834	\$37,467	80% *	\$9,367	20% + BAL
Total Est. Cost Distribution	\$334,864	\$267,891	N/A	\$66,973	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$267,891 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

- All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
- Work prior to federal authorization is ineligible for federal funding.
- The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and

State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of

costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below. While federal funding is only currently available for design, the items listed below are illustrative of items that will be 100% locally funded should the project receive federal funding for construction.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance**

within six years from the start of State Fiscal Year 2014, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

- 22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-51: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 4985-55-51: Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the municipality.
 - c. ID 4985-55-51: Utility items are funded 100% by the Municipality.

d. ID 4985-00-52: Construction:

- i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
- e. Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$267,891**. This federal funding cap applies to all federally funded project phases.

[End of Document]



**Division of Transportation
System Development**
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

June 6, 2014

ERIC RAKERS, CITY ENGINEER
CITY OF DE PERE
925 S. SIXTH STREET
DE PERE, WI 54115

Subject: New Project State/Municipal Agreement
Project ID 4985-00-53/54
OKEEFE ST TO VIRGINIA DR
Brown County

Dear Mr Rakers:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Over 200,000 Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

Attachment: 4985 00 53_54 BROWN CO C DEPERE ERIE ST UNSIGN COMBINED 06062014 (2514 : Resolution #14-94, Authorizing SMA - STP-U

 STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	Date: JUNE 6, 2014 I.D.: 4985-00-53/54 Road Name: C DEPERE, ERIE ST Limits: OKEEFE ST TO VIRGINIA DR County: BROWN Roadway Length: 0.63 miles Functional Classification: MAJOR COLLECTOR Project Sponsor: CITY OF DE PERE Urbanized Area: GREEN BAY UZA
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The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility has 2-12 foot lanes that consists of an urban cross section. The existing pavement is asphalt and was last improved in 1998. There are existing sidewalks and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed project consists of resurfacing the urban cross section. The new pavement will be asphalt with curb and gutter. Lateral storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **N/A.**

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$374,720 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$374,720 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the

Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-53					
Design	\$47,516	\$38,013	80% *	\$9,503	20% + BAL
State Review	\$23,758	\$19,006	80% *	\$4,752	20% + BAL
ID4985-00-54					
Participating Construction	\$339,428	\$271,542	80% *	\$67,886	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$57,698	\$46,158	80% *	\$11,540	20% + BAL
Total Est. Cost Distribution	\$468,400	\$374,720	N/A	\$93,680	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$374,720 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the

fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or

interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-53: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 4985-00-53: Utility items are funded 100% by the Municipality.
 - c. ID 4985-00-54: Construction:
 - i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).

- d. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$374,720**. This federal funding cap applies to all federally funded project phases.

[End of Document]



**Division of Transportation
System Development**
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
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E-mail: greenbay.dtsd@dot.wi.gov

JUNE 9, 2014

ERIC RAKERS, CITY ENGINEER
CITY OF DE PERE
925 S. SIXTH STREET
DE PERE, WI 54115

Subject: New Project State/Municipal Agreement
Project ID 4985-00-55/56
C DE PERE, LIBAL ST
Brown County

Dear Mr Rakers:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Over 200,000 Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

Attachment: 4985 00 55_56 BROWN CO C DEPERE LIBAL ST UNSIGN COMBINED 06062014 (2514 : Resolution #14-94, Authorizing SMA - STP-

 STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	Date: JUNE 9, 2014 I.D.: 4985-00-55/56 Road Name: C DEPERE, LIBAL ST Limits: RIDGEWAY DR TO LEBRUN RD County: BROWN Roadway Length: 0.2 miles Functional Classification: MAJOR COLLECTOR Project Sponsor: CITY OF DE PERE Urbanized Area: GREEN BAY UZA
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The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility has 2-12 lanes of urban cross section. The existing pavement is asphalt and was last improved in 2002. It has block cracking and alligator cracking along the edge of the concrete curb and gutter and scattered in the overall corridor. There is existing sidewalk and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed improvement consists of resurfacing the urban cross section. The proposed pavement is Hot Mix asphalt with concrete curb and gutter.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
N/A

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project indicate project design and construction costs are funded with 80% federal funding up to a maximum of \$70,264 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$70,264 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or**

by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-55					
Design	\$9,214	\$7,371	80% *	\$1,843	20% + BAL
State Review	\$4,914	\$3,931	80% *	\$983	20% + BAL
ID 4985-00-56					
Participating Construction	\$61,416	\$49,133	80% *	\$12,283	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$12,286	\$9,829	80% *	\$2,457	20% + BAL
Total Est. Cost Distribution	\$87,830	\$70,264	N/A	\$17,566	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$70,264 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of De Pere (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and

State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of

costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
 - e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The

municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-55: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 4985-00-55: Utility items are funded 100% by the Municipality.
 - c. ID 4985-00-56: Construction:
 - i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).

- d. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$70,275**. This federal funding cap applies to all federally funded project phases.

[End of Document]



**Division of Transportation
System Development**
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

June 6, 2014

ERIC RAKERS, CITY ENGINEER
CITY OF DE PERE
925 S. SIXTH STREET
DE PERE, WI 54115

Subject: New Project State/Municipal Agreement
Project ID 4985-00-57/58
C DE PERE, HELENA ST
Brown County

Dear Mr Rakers:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Over 200,000 Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) **MUST NOT** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

Attachment: 4985 00 57_58 BROWN CO C DEPERE HELENA ST UNSIGN COMBINED 06062014 (2514 : Resolution #14-94, Authorizing SMA -

 STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	Date: JUNE 6, 2014 I.D.: 4985-00-57/58 Road Name: C DEPERE, HELENA ST Limits: SEVENTH ST TO SIXTH ST County: BROWN Roadway Length: 0.11 miles Functional Classification: MAJOR COLLECTOR Project Sponsor: CITY OF DE PERE Urbanized Area: GREEN BAY UZA
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The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility consists of 2-12 lanes of an urban cross section. The existing pavement consists of asphalt and was last improved in 2002. The pavement is experiencing block cracking throughout the corridor. There is existing sidewalk and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed improvement is for resurfacing the urban cross section. The proposed pavement is Hot Mix Asphalt with concrete curb and gutter. Lateral storm sewer will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
N/A

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$50,000 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$50,000 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement**

must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-57					
Design	\$6,556	\$5,245	80% *	\$1,311	20% + BAL
State Review	\$3,497	\$2,798	80% *	\$699	20% + BAL
ID 4985-00-58					
Participating Construction	\$43,710	\$34,968	80% *	\$8,742	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$8,742	\$6,994	80% *	\$1,748	20% + BAL
Total Est. Cost Distribution	\$62,505	\$50,004	N/A	\$12,501	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$50,004 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
------	-------	------

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin’s approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
- 5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
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 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
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request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
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- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
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- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

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PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-57: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 4985-00-57: Utility items are funded 100% by the Municipality.
 - c. ID 4985-00-58: Construction:

- i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
- d. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$50,004**. This federal funding cap applies to all federally funded project phases.

[End of Document]

	STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT	Date: JUNE 6, 2014 I.D.: 4985-00-59/60 Road Name: C DEPERE, NINTH ST Limits: CTH EE TO MAIN AVE County: BROWN Roadway Length: 0.5 miles Functional Classification: MAJOR COLLECTOR Project Sponsor: CITY OF DE PERE Urbanized Area: GREEN BAY UZA
Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206		

The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility consists of 2-12 foot lanes with a urban cross section. The pavement consists of asphalt that was last improved in 1999. The pavement is experiencing block cracking and some alligator cracking. There is existing sidewalk and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed project is for resurfacing of the urban cross section with spot curb repair. Hot Mix Asphalt will be installed. Lateral storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
N/A.

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design costs are funded with 80% federal funding and the construction costs are funded with 79% federal funding up to a maximum of \$233,800 for all federally-funded project phases when the municipality agrees to provide the remaining 20% for design and 21% for construction and all funds in excess of the \$233,800 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or**

by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-59					
Design	\$30,690	\$24,552	80% *	\$6,138	20% + BAL
State Review	\$16,368	\$13,094	80% *	\$3,274	20% + BAL
ID 4985-00-60					
Participating Construction	\$207,376	\$163,827	79% *	\$43,549	21% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$40,920	\$32,327	79% *	\$8,593	21% + BAL
Total Est. Cost Distribution	\$295,354	\$233,800	N/A	\$61,554	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$233,800 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of De Pere (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

- All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
- Work prior to federal authorization is ineligible for federal funding.
- The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the

fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its

own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-59: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 4985-00-59: Utility items are funded 100% by the Municipality.
 - c. ID 4985-00-60: Construction:
 - i. Costs for resurfacing: are funded with 79% federal funding when the municipality agrees to provide the remaining 21%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 79% with federal funding and 21% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - d. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$233,800**. This federal funding cap applies to all federally funded project phases.

[End of Document]

Attachment: 4985 00 59_60 BROWN CO C DEPERE NINTH ST ORG UNSIGN 07092014 (2514 : Resolution #14-94, Authorizing SMA - STP-U

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 19, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 8-19-14 VOUCHERS (PDF)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
1566	ACE TOWING INC							
	I-33837	ACE TOWING INC	R	8/19/2014		250.00CR	072319	250.00
6426	ACL							
	I-201407-0	ACL	R	8/19/2014		40.20CR	072320	40.20
7009	ACROSS THE STREET PRODUCTIONS							
	I-12-2128	ACROSS THE STREET PRODUCTIONS	R	8/19/2014		5,120.50CR	072321	5,120.50
0302	AIRGAS USA LLC							
	I-9920423127	AIRGAS USA LLC	R	8/19/2014		234.93CR	072322	234.93
7008	AL DIX CONCRETE INC.							
	I-14-05 (1)	AL DIX CONCRETE INC.	R	8/19/2014		55,542.87CR	072323	55,542.87
0007	AMBROSIUS SALES & SERVICE							
	I-83868	AMBROSIUS SALES & SERVICE	R	8/19/2014		4.54CR	072324	
	I-84031	AMBROSIUS SALES & SERVICE	R	8/19/2014		25.15CR	072324	29.69
5158	AMBROSIUS STUDIOS INC							
	I-14202	AMBROSIUS STUDIOS INC	R	8/19/2014		75.00CR	072325	75.00
2878	ARING EQUIPMENT CO INC							
	I-702212	ARING EQUIPMENT CO INC	R	8/19/2014		2,477.84CR	072326	2,477.84
0014	ASCAP							
	I-201407303642	ASCAP	R	8/19/2014		336.41CR	072327	336.41
1781	ASPHALT SEAL & REPAIR INC							
	I-#3 FINAL	ASPHALT SEAL & REPAIR INC	R	8/19/2014		9,901.24CR	072328	9,901.24
1260	BADGER CONCRETE LIFTING							
	I-#1 FINAL	BADGER CONCRETE LIFTING	R	8/19/2014		2,182.50CR	072329	2,182.50
0441	BADGER METER INC							
	I-1006541	BADGER METER INC	R	8/19/2014		989.04CR	072330	989.04
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-355118	BADGER POPCORN & CONC SUPPLY I	R	8/19/2014		316.50CR	072331	
	I-355506	BADGER POPCORN & CONC SUPPLY I	R	8/19/2014		150.20CR	072331	
	I-355887	BADGER POPCORN & CONC SUPPLY I	R	8/19/2014		254.14CR	072331	
	I-356256	BADGER POPCORN & CONC SUPPLY I	R	8/19/2014		170.10CR	072331	890.94

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

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BANK : AP ASSOCIATED

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	I-24056	BADGERLAND PRINTING INC	R	8/19/2014		59.00CR	072332	
	I-24066	BADGERLAND PRINTING INC	R	8/19/2014		143.00CR	072332	
	I-24078	BADGERLAND PRINTING INC	R	8/19/2014		36.00CR	072332	
	I-24085	BADGERLAND PRINTING INC	R	8/19/2014		54.00CR	072332	
	I-24103	BADGERLAND PRINTING INC	R	8/19/2014		278.89CR	072332	624.89
0023	BATTERIES PLUS LLC							
	I-501-236906	BATTERIES PLUS LLC	R	8/19/2014		23.99CR	072333	
	I-501-432747	BATTERIES PLUS LLC	R	8/19/2014		15.75CR	072333	
	I-501-433333	BATTERIES PLUS LLC	R	8/19/2014		74.00CR	072333	
	I-501-433582	BATTERIES PLUS LLC	R	8/19/2014		82.50CR	072333	196.24
0027	BAY TOWEL INC							
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	I-1835939	BAY TOWEL INC	R	8/19/2014		54.41CR	072334	
	I-1838036	BAY TOWEL INC	R	8/19/2014		128.19CR	072334	
	I-1838059	BAY TOWEL INC	R	8/19/2014		84.05CR	072334	
	I-1839461	BAY TOWEL INC	R	8/19/2014		38.42CR	072334	
	I-1839462	BAY TOWEL INC	R	8/19/2014		54.41CR	072334	
	I-1842939	BAY TOWEL INC	R	8/19/2014		38.11CR	072334	
	I-1842941	BAY TOWEL INC	R	8/19/2014		21.22CR	072334	
	I-1845014	BAY TOWEL INC	R	8/19/2014		124.51CR	072334	
	I-1845033	BAY TOWEL INC	R	8/19/2014		84.05CR	072334	665.48
0028	BAY VERTE MACHINERY INC							
	I-228624-00	BAY VERTE MACHINERY INC	R	8/19/2014		143.82CR	072335	
	I-228757-00	BAY VERTE MACHINERY INC	R	8/19/2014		160.80CR	072335	304.62
0025	BAYCOM INC							
	I-88454	BAYCOM INC	R	8/19/2014		143.00CR	072336	143.00
1456	AL BENZSCHAWEL PLUMBING INC							
	I-20048	AL BENZSCHAWEL PLUMBING INC	R	8/19/2014		399.35CR	072337	399.35
0033	BIRDSEYE DAIRY INC							
	C-11142	BIRDSEYE DAIRY INC	R	8/19/2014		1.20	072338	
	I-11115	BIRDSEYE DAIRY INC	R	8/19/2014		74.86CR	072338	
	I-11405	BIRDSEYE DAIRY INC	R	8/19/2014		309.09CR	072338	
	I-11434	BIRDSEYE DAIRY INC	R	8/19/2014		235.69CR	072338	
	I-11716	BIRDSEYE DAIRY INC	R	8/19/2014		84.24CR	072338	
	I-11717	BIRDSEYE DAIRY INC	R	8/19/2014		225.47CR	072338	
	I-11991	BIRDSEYE DAIRY INC	R	8/19/2014		236.74CR	072338	1,164.89

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

BANK : AP ASSOCIATED

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	I-2801	BLINDAUER'S INC	R	8/19/2014		1,020.00CR	072339	1,020.00
4198	BLUE PRINT SERVICE CO INC							
	I-71059	BLUE PRINT SERVICE CO INC	R	8/19/2014		365.65CR	072340	365.65
6849	BONGERS, ERIN							
	I-201407303643	BONGERS, ERIN	R	8/19/2014		54.52CR	072341	54.52
3008	BOUND TREE MEDICAL LLC							
	I-31868827	BOUND TREE MEDICAL LLC	R	8/19/2014		486.40CR	072342	486.40
0038	BROADWAY AUTOMOTIVE INC							
	I-410168	BROADWAY AUTOMOTIVE INC	R	8/19/2014		1,262.50CR	072343	
	I-715178P	BROADWAY AUTOMOTIVE INC	R	8/19/2014		49.04CR	072343	
	I-715542P	BROADWAY AUTOMOTIVE INC	R	8/19/2014		331.01CR	072343	
	I-715698P	BROADWAY AUTOMOTIVE INC	R	8/19/2014		11.18CR	072343	
	I-719378	BROADWAY AUTOMOTIVE INC	R	8/19/2014		39.95CR	072343	1,693.68
0039	BROOKS TRACTOR INC							
	I-D33214	BROOKS TRACTOR INC	R	8/19/2014		61.16CR	072344	61.16
4912	BROWN COUNTY CLERK OF COURTS							
	I-201407303644	BROWN COUNTY CLERK OF COURTS	R	8/19/2014		10.00CR	072345	10.00
0972	BROWN COUNTY GLASS LLC							
	I-12101	BROWN COUNTY GLASS LLC	R	8/19/2014		307.00CR	072346	307.00
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-201407303645	BROWN COUNTY HIGHWAY DEPARTMEN	R	8/19/2014		666.88CR	072347	
	I-201407303646	BROWN COUNTY HIGHWAY DEPARTMEN	R	8/19/2014		261.18CR	072347	928.06
2944	BROWN COUNTY JAIL							
	I-201408113697	BROWN COUNTY JAIL	R	8/19/2014		480.00CR	072348	480.00
2984	BROWN COUNTY TREASURER							
	I-2014-00000017	BROWN COUNTY TREASURER	R	8/19/2014		1,815.12CR	072349	
	I-2014-00000019	BROWN COUNTY TREASURER	R	8/19/2014		1,815.12CR	072349	3,630.24
1784	CARLSON DETTMANN CONSULTING							
	I-922	CARLSON DETTMANN CONSULTING	R	8/19/2014		250.00CR	072350	250.00

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 4

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
0115	CARQUEST AUTO PARTS LLC							
	I-6339-189693	CARQUEST AUTO PARTS LLC	R	8/19/2014		2.87CR	072351	2.87
6061	CARRICO AQUATIC RESOURCES INC							
	I-20142223	CARRICO AQUATIC RESOURCES INC	R	8/19/2014		1,043.91CR	072352	1,043.91
0536	CDW GOVERNMENT INC							
	I-NG80229	CDW GOVERNMENT INC	R	8/19/2014		692.69CR	072353	
	I-NJ63807	CDW GOVERNMENT INC	R	8/19/2014		87.37CR	072353	780.06
2708	CLEANING SOLUTION SERVICES INC							
	I-05-9343	CLEANING SOLUTION SERVICES INC	R	8/19/2014		313.08CR	072354	
	I-05-9354	CLEANING SOLUTION SERVICES INC	R	8/19/2014		1,732.00CR	072354	
	I-05-9355	CLEANING SOLUTION SERVICES INC	R	8/19/2014		1,265.00CR	072354	3,310.08
6977	COAST TO COAST SOLUTIONS							
	I-IVC0059536	COAST TO COAST SOLUTIONS	R	8/19/2014		214.57CR	072355	214.57
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-0614DEPER	CONSOLIDATED UTILITY SERVICES	R	8/19/2014		1,484.00CR	072356	1,484.00
0061	CUMMINS NPOWER, LLC							
	I-802-819	CUMMINS NPOWER, LLC	R	8/19/2014		101.04CR	072357	
	I-802-900	CUMMINS NPOWER, LLC	R	8/19/2014		39.45CR	072357	
	I-802-956	CUMMINS NPOWER, LLC	R	8/19/2014		110.84CR	072357	251.33
0063	DAANEN & JANSSEN INC							
	I-139374	DAANEN & JANSSEN INC	R	8/19/2014		400.00CR	072358	400.00
7010	DAVE SCHRANK HOME IMPROVEMENTS							
	I-201408113698	DAVE SCHRANK HOME IMPROVEMENTS	R	8/19/2014		204.70CR	072359	204.70
0554	DAVIS & KUELTHAU SC TRUST ACCOUNT							
	I-380695	DAVIS & KUELTHAU SC TRUST ACCO	R	8/19/2014		5,148.00CR	072360	5,148.00
2077	DE PERE EXHAUST							
	I-34921	DE PERE EXHAUST	R	8/19/2014		215.06CR	072361	
	I-34956	DE PERE EXHAUST	R	8/19/2014		239.43CR	072361	454.49
6946	DEAN ENTERPRISES LLC							
	I-D-12059	DEAN ENTERPRISES LLC	R	8/19/2014		60.00CR	072362	60.00

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 5

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0075	DIGGERS HOTLINE INC							
	I-140 7 36401	DIGGERS HOTLINE INC	R	8/19/2014		796.79CR	072363	
	I-140 7 36402	DIGGERS HOTLINE INC	R	8/19/2014		55.68CR	072363	852.47
3212	DIXON ENGINEERING INC							
	I-14-7933	DIXON ENGINEERING INC	R	8/19/2014		850.00CR	072364	
	I-14-7934	DIXON ENGINEERING INC	R	8/19/2014		850.00CR	072364	
	I-14-7935	DIXON ENGINEERING INC	R	8/19/2014		850.00CR	072364	
	I-14-7936	DIXON ENGINEERING INC	R	8/19/2014		850.00CR	072364	3,400.00
0083	EBY-BROWN							
	I-484696	EBY-BROWN	R	8/19/2014		32.12CR	072365	
	I-484703	EBY-BROWN	R	8/19/2014		175.45CR	072365	
	I-485657	EBY-BROWN	R	8/19/2014		128.56CR	072365	
	I-486569	EBY-BROWN	R	8/19/2014		204.18CR	072365	540.31
4274	ELITE GROUP, THE							
	I-213729	ELITE GROUP, THE	R	8/19/2014		297.91CR	072366	
	I-213731	ELITE GROUP, THE	R	8/19/2014		74.00CR	072366	371.91
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1662267	EMERGENCY MEDICAL PRODUCTS INC	R	8/19/2014		127.05CR	072367	127.05
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0714-168	EMPLOYEE RESOURCE CENTER INC	R	8/19/2014		342.50CR	072368	342.50
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201408123722	EMS MEDICAL BILLING ASSOC LLC	R	8/19/2014		2,964.28CR	072369	2,964.28
7011	PEGGY ESERKALN							
	I-201408113699	PEGGY ESERKALN	R	8/19/2014		50.00CR	072370	50.00
0091	FASTENAL COMPANY							
	I-WIGRE294542	FASTENAL COMPANY	R	8/19/2014		43.73CR	072371	43.73
6761	FASTSIGNS - GREEN BAY							
	I-GB 34286	FASTSIGNS - GREEN BAY	R	8/19/2014		25.00CR	072372	25.00
0092	FEAKER & SONS CO INC							
	I-13-12 (4) FINAL	FEAKER & SONS CO INC	R	8/19/2014		21,226.91CR	072373	
	I-20367	FEAKER & SONS CO INC	R	8/19/2014		2,025.00CR	072373	23,251.91

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 6

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0331	FERGUSON WATERWORKS #1476 INC							
	I-153857	FERGUSON WATERWORKS #1476 INC	R	8/19/2014		2,801.60CR	072374	2,801.60
2627	FESTIVAL FOODS INC							
	I-201408113700	FESTIVAL FOODS INC	R	8/19/2014		17.88CR	072375	
	I-201408113701	FESTIVAL FOODS INC	R	8/19/2014		2.49CR	072375	20.37
2067	FINANCE SYSTEM OF GREEN BAY INC							
	I-201408123723	FINANCE SYSTEM OF GREEN BAY IN	R	8/19/2014		73.35CR	072376	73.35
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-13166	FIRE APPARATUS & EQUIPMENT INC	R	8/19/2014		393.40CR	072377	
	I-13182	FIRE APPARATUS & EQUIPMENT INC	R	8/19/2014		276.08CR	072377	
	I-13201	FIRE APPARATUS & EQUIPMENT INC	R	8/19/2014		34.71CR	072377	
	I-13202	FIRE APPARATUS & EQUIPMENT INC	R	8/19/2014		81.86CR	072377	
	I-13262	FIRE APPARATUS & EQUIPMENT INC	R	8/19/2014		70.85CR	072377	856.90
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2594147-00	FIRST SUPPLY GREEN BAY LLC	R	8/19/2014		80.05CR	072378	
	I-2599842-00	FIRST SUPPLY GREEN BAY LLC	R	8/19/2014		13.00CR	072378	
	I-2606433-00	FIRST SUPPLY GREEN BAY LLC	R	8/19/2014		8.04CR	072378	101.09
1372	FORTRESS FENCE INC							
	I-7770-C	FORTRESS FENCE INC	R	8/19/2014		16,331.00CR	072379	16,331.00
0105	FOX SPECIALITY COMPANY							
	I-28340	FOX SPECIALITY COMPANY	R	8/19/2014		71.68CR	072380	71.68
0562	GALL'S INC							
	I-4223318	GALL'S INC	R	8/19/2014		108.95CR	072381	108.95
5830	GRAEF INC							
	I-81292	GRAEF INC	R	8/19/2014		7,290.00CR	072382	7,290.00
6947	GRAMANN REPORTING LTD							
	I-218797	GRAMANN REPORTING LTD	R	8/19/2014		1,129.47CR	072383	1,129.47
6990	HALOGEN SOFTWARE INC.							
	I-INV00010225	HALOGEN SOFTWARE INC.	R	8/19/2014		5,914.78CR	072384	5,914.78
4902	HALRON LUBRICANTS INC							
	I-684642-00	HALRON LUBRICANTS INC	R	8/19/2014		1,339.33CR	072385	
	I-687513-00	HALRON LUBRICANTS INC	R	8/19/2014		101.80CR	072385	1,441.13

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 7

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0446	HAWKINS INC							
	I-3617179	HAWKINS INC	R	8/19/2014		6,138.90CR	072386	6,138.90
3521	HD SUPPLY WATERWORKS LTD							
	I-C722271	HD SUPPLY WATERWORKS LTD	R	8/19/2014		1,216.00CR	072387	1,216.00
0912	HEID MUSIC CO							
	I-1273595	HEID MUSIC CO	R	8/19/2014		76.00CR	072388	
	I-1282937	HEID MUSIC CO	R	8/19/2014		59.00CR	072388	135.00
5535	HOLUBAR CONST CO INC							
	I-3996	HOLUBAR CONST CO INC	R	8/19/2014		1,625.00CR	072389	1,625.00
5674	HOME TEAM SPORTS & APPAREL INC							
	I-19606	HOME TEAM SPORTS & APPAREL INC	R	8/19/2014		59.00CR	072390	
	I-19607	HOME TEAM SPORTS & APPAREL INC	R	8/19/2014		155.00CR	072390	
	I-19875	HOME TEAM SPORTS & APPAREL INC	R	8/19/2014		472.50CR	072390	
	I-19930	HOME TEAM SPORTS & APPAREL INC	R	8/19/2014		101.20CR	072390	
	I-19931	HOME TEAM SPORTS & APPAREL INC	R	8/19/2014		295.80CR	072390	1,083.50
6937	HOOD, TRACY							
	I-201407303647	HOOD, TRACY	R	8/19/2014		146.61CR	072391	146.61
6886	IMMIXTECHNOLOGY INC.							
	I-100051	IMMIXTECHNOLOGY INC.	R	8/19/2014		695.60CR	072392	
	I-100618	IMMIXTECHNOLOGY INC.	R	8/19/2014		114.14CR	072392	809.74
1399	INDOFF INC							
	I-2483319	INDOFF INC	R	8/19/2014		253.84CR	072393	
	I-2484730	INDOFF INC	R	8/19/2014		478.26CR	072393	
	I-2484958	INDOFF INC	R	8/19/2014		12.44CR	072393	
	I-2488177	INDOFF INC	R	8/19/2014		48.44CR	072393	
	I-2489088	INDOFF INC	R	8/19/2014		71.99CR	072393	
	I-2493088	INDOFF INC	R	8/19/2014		127.48CR	072393	
	I-2493251	INDOFF INC	R	8/19/2014		142.48CR	072393	
	I-2493252	INDOFF INC	R	8/19/2014		109.99CR	072393	
	I-2494541	INDOFF INC	R	8/19/2014		5.89CR	072393	1,250.81
0565	INTOXIMETERS							
	I-472916	INTOXIMETERS	R	8/19/2014		1,860.00CR	072394	1,860.00
4561	JOAN JANCO							
	I-201408113702	JOAN JANCO	R	8/19/2014		7.00CR	072395	7.00

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 8

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
7012	JIM'S MUSIC & TEACHING CENTER							
	I-282701	JIM'S MUSIC & TEACHING CENTER	R	8/19/2014		447.56CR	072396	447.56
6520	JX PETERBILT - GREEN BAY							
	I-241950002	JX PETERBILT - GREEN BAY	R	8/19/2014		9.80CR	072397	
	I-D-241910115	JX PETERBILT - GREEN BAY	R	8/19/2014		1,047.54CR	072397	
	I-D-241910129	JX PETERBILT - GREEN BAY	R	8/19/2014		223.31CR	072397	
	I-D-242040100	JX PETERBILT - GREEN BAY	R	8/19/2014		105.18CR	072397	
	I-D-242040143	JX PETERBILT - GREEN BAY	R	8/19/2014		6.14CR	072397	
	I-d-242020105	JX PETERBILT - GREEN BAY	R	8/19/2014		6.25CR	072397	1,398.22
1	KEILER, MAGGIE							
	I-201408113703	REFUND TENNIS	R	8/19/2014		7.00CR	072398	7.00
1	KRUMMEL, KELLY							
	I-201408113704	REFUND TENNIS	R	8/19/2014		10.00CR	072399	10.00
0153	LAFORCE INC							
	I-822463 RI	LAFORCE INC	R	8/19/2014		3,594.00CR	072400	3,594.00
0154	LAMERS BUS LINES INC							
	I-201407303648	LAMERS BUS LINES INC	R	8/19/2014		2,550.00CR	072401	
	I-452482	LAMERS BUS LINES INC	R	8/19/2014		248.19CR	072401	
	I-452483	LAMERS BUS LINES INC	R	8/19/2014		248.19CR	072401	
	I-452484	LAMERS BUS LINES INC	R	8/19/2014		80.38CR	072401	
	I-452826	LAMERS BUS LINES INC	R	8/19/2014		573.25CR	072401	
	I-452827	LAMERS BUS LINES INC	R	8/19/2014		85.00CR	072401	
	I-453095	LAMERS BUS LINES INC	R	8/19/2014		246.65CR	072401	4,031.66
4585	LAMP RECYCLERS INC.							
	I-72735	LAMP RECYCLERS INC.	R	8/19/2014		119.25CR	072402	119.25
6987	LANDMARK STAFFING RESOURCES, INC.							
	I-696740	LANDMARK STAFFING RESOURCES, I	R	8/19/2014		985.60CR	072403	
	I-696773	LANDMARK STAFFING RESOURCES, I	R	8/19/2014		652.96CR	072403	
	I-696809	LANDMARK STAFFING RESOURCES, I	R	8/19/2014		123.20CR	072403	1,761.76
0159	LEXIS NEXIS INC							
	I-1407256017	LEXIS NEXIS INC	R	8/19/2014		214.00CR	072404	214.00
4464	M E G							
	I-15719	M E G	R	8/19/2014		166.58CR	072405	166.58

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 9

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
VENDOR	NAME / I.D.	DESC						
1	MACCOUX, KAREN							
	I-201408113705	REFUND TENNIS	R	8/19/2014		7.00CR	072406	7.00
6198	MAILFINANCE							
	I-H4810416	MAILFINANCE	R	8/19/2014		300.00CR	072407	300.00
1443	MARTIN SECURITY SYSTEMS INC							
	I-109305	MARTIN SECURITY SYSTEMS INC	R	8/19/2014		342.38CR	072408	342.38
5269	MASTERFILES INC							
	I-2908081401	MASTERFILES INC	R	8/19/2014		3.75CR	072409	3.75
1159	DAVID J MATYAS							
	I-201407303649	DAVID J MATYAS	R	8/19/2014		74.40CR	072410	74.40
0173	MENARDS INC							
	I-44021	MENARDS INC	R	8/19/2014		153.56CR	072411	
	I-44034	MENARDS INC	R	8/19/2014		21.98CR	072411	
	I-44322	MENARDS INC	R	8/19/2014		101.68CR	072411	
	I-44335	MENARDS INC	R	8/19/2014		29.94CR	072411	
	I-44393	MENARDS INC	R	8/19/2014		23.01CR	072411	
	I-44793	MENARDS INC	R	8/19/2014		122.76CR	072411	
	I-44813	MENARDS INC	R	8/19/2014		12.27CR	072411	
	I-44859	MENARDS INC	R	8/19/2014		30.45CR	072411	
	I-44930	MENARDS INC	R	8/19/2014		40.95CR	072411	
	I-45275	MENARDS INC	R	8/19/2014		174.50CR	072411	
	I-45355	MENARDS INC	R	8/19/2014		51.45CR	072411	
	I-45359	MENARDS INC	R	8/19/2014		42.93CR	072411	
	I-45632	MENARDS INC	R	8/19/2014		7.49CR	072411	812.97
1	MN STATE FIRE CHIEFS ASSOC							
	I-1012	101	R	8/19/2014		85.00CR	072412	85.00
3143	ELLEN MOORE							
	I-201407303650	ELLEN MOORE	R	8/19/2014		82.49CR	072413	82.49
1	MORAN, LINDA							
	I-201408113707	KEYCARD & KEYS	R	8/19/2014		25.00CR	072414	25.00
4909	MOTION PICTURE LICENSING CORP							
	I-503909251	MOTION PICTURE LICENSING CORP	R	8/19/2014		552.76CR	072415	552.76

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 10

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0076	NASSCO INC							
	I-S1811122.001	NASSCO INC	R	8/19/2014		177.83CR	072416	177.83
1947	NEVCO INC							
	I-141116	NEVCO INC	R	8/19/2014		31.00CR	072417	31.00
0531	NORTHEAST AUTO PARTS INC							
	I-292213	NORTHEAST AUTO PARTS INC	R	8/19/2014		38.98CR	072418	
	I-292219	NORTHEAST AUTO PARTS INC	R	8/19/2014		19.34CR	072418	
	I-292237	NORTHEAST AUTO PARTS INC	R	8/19/2014		179.00CR	072418	
	I-292262	NORTHEAST AUTO PARTS INC	R	8/19/2014		39.07CR	072418	
	I-292335	NORTHEAST AUTO PARTS INC	R	8/19/2014		11.69CR	072418	
	I-292341	NORTHEAST AUTO PARTS INC	R	8/19/2014		38.98CR	072418	
	I-292378	NORTHEAST AUTO PARTS INC	R	8/19/2014		179.00CR	072418	
	I-292450	NORTHEAST AUTO PARTS INC	R	8/19/2014		5.74CR	072418	
	I-292460	NORTHEAST AUTO PARTS INC	R	8/19/2014		16.38CR	072418	
	I-292515	NORTHEAST AUTO PARTS INC	R	8/19/2014		5.74CR	072418	
	I-292520	NORTHEAST AUTO PARTS INC	R	8/19/2014		5.74CR	072418	
	I-292532	NORTHEAST AUTO PARTS INC	R	8/19/2014		13.72CR	072418	
	I-292547	NORTHEAST AUTO PARTS INC	R	8/19/2014		18.49CR	072418	
	I-292565	NORTHEAST AUTO PARTS INC	R	8/19/2014		7.69CR	072418	579.56
VOID	VOID CHECK		V	8/19/2014			072419	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-776114	NORTHEAST WI TECH COLLEGE	R	8/19/2014		71.08CR	072420	71.08
0187	NSIGHT TELSERVICES							
	I-201408113708	NSIGHT TELSERVICES	R	8/19/2014		64.40CR	072421	64.40
1	O'CONNOR, KATIE							
	I-201408113709	REFUND TENNIS	R	8/19/2014		24.00CR	072422	24.00
0939	ORDE SIGN & GRAPHICS INC.							
	I-6111	ORDE SIGN & GRAPHICS INC.	R	8/19/2014		500.00CR	072423	500.00
3703	ORIENTAL TRADING CO INC							
	I-664673910-01	ORIENTAL TRADING CO INC	R	8/19/2014		112.10CR	072424	112.10
5222	P J KORTENS & CO INC							
	I-10016339	P J KORTENS & CO INC	R	8/19/2014		2,563.74CR	072425	2,563.74

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 11

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0199	PARKER COATINGS INC							
	I-268957	PARKER COATINGS INC	R	8/19/2014		85.02CR	072426	
	I-269028	PARKER COATINGS INC	R	8/19/2014		30.60CR	072426	
	I-269124	PARKER COATINGS INC	R	8/19/2014		23.29CR	072426	138.91
0202	PEPSI COLA NEW INC							
	I-0203244	PEPSI COLA NEW INC	R	8/19/2014		116.88CR	072427	
	I-7031103	PEPSI COLA NEW INC	R	8/19/2014		45.84CR	072427	
	I-7031119	PEPSI COLA NEW INC	R	8/19/2014		18.72CR	072427	
	I-7031125	PEPSI COLA NEW INC	R	8/19/2014		69.84CR	072427	
	I-7031147	PEPSI COLA NEW INC	R	8/19/2014		16.80CR	072427	268.08
0208	POMP'S TIRE SERVICE INC							
	I-1010020053	POMP'S TIRE SERVICE INC	R	8/19/2014		124.68CR	072428	
	I-1010020073	POMP'S TIRE SERVICE INC	R	8/19/2014		45.44CR	072428	
	I-1010020289	POMP'S TIRE SERVICE INC	R	8/19/2014		216.00CR	072428	
	I-1010020317	POMP'S TIRE SERVICE INC	R	8/19/2014		69.72CR	072428	
	I-1010020381	POMP'S TIRE SERVICE INC	R	8/19/2014		790.70CR	072428	
	I-90016812	POMP'S TIRE SERVICE INC	R	8/19/2014		33.45CR	072428	
	I-90016854	POMP'S TIRE SERVICE INC	R	8/19/2014		500.05CR	072428	
	I-90016862	POMP'S TIRE SERVICE INC	R	8/19/2014		10.88CR	072428	1,790.92
0209	POOL WORKS INC							
	I-77220-1	POOL WORKS INC	R	8/19/2014		108.30CR	072429	
	I-78219-1	POOL WORKS INC	R	8/19/2014		36.00CR	072429	144.30
1246	PREVEA WORKMED INC							
	I-90908	PREVEA WORKMED INC	R	8/19/2014		731.25CR	072430	
	I-91151	PREVEA WORKMED INC	R	8/19/2014		74.00CR	072430	805.25
0395	PRO ONE JANITORIAL INC							
	I-94022	PRO ONE JANITORIAL INC	R	8/19/2014		979.00CR	072431	979.00
0218	PROMOTIONAL DESIGNS INC							
	I-220349	PROMOTIONAL DESIGNS INC	R	8/19/2014		188.50CR	072432	188.50
5055	QUALITY TRUCK CARE CENTER INC							
	I-DP41719	QUALITY TRUCK CARE CENTER INC	R	8/19/2014		344.28CR	072433	344.28
6996	QUICK SIGNS							
	I-85188	QUICK SIGNS	R	8/19/2014		1,350.00CR	072434	1,350.00

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 12

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
VENDOR	NAME / I.D.	DESC						
5973	RAE-COR DISTRIBUTING INC							
	I-54163	RAE-COR DISTRIBUTING INC	R	8/19/2014		249.04CR	072435	249.04
6929	RELYCO INC.							
	I-13-06 (2)	RELYCO INC.	R	8/19/2014		17,074.18CR	072436	17,074.18
5632	RW MANAGEMENT GROUP INC							
	I-0814-652	RW MANAGEMENT GROUP INC	R	8/19/2014		9,000.00CR	072437	9,000.00
0501	SAINT MARY'S HOSPITAL MEDICAL CNTR							
	I-14512	SAINT MARY'S HOSPITAL MEDICAL	R	8/19/2014		24.06CR	072438	24.06
0235	SAINT VINCENT HOSPITAL							
	I-38489	SAINT VINCENT HOSPITAL	R	8/19/2014		219.88CR	072439	219.88
6997	SANDRA VERHAGEN							
	I-201407313651	SANDRA VERHAGEN	R	8/19/2014		2.80CR	072440	2.80
1053	SCENIC VIEW LANDSCAPES							
	I-36	SCENIC VIEW LANDSCAPES	R	8/19/2014		147.00CR	072441	147.00
1	SCHILAWSKI, MICHELLE							
	I-201408113710	REFUND TE	R	8/19/2014		10.00CR	072442	10.00
5221	SHELD AHL, KEVIN R							
	I-C07152014	SHELD AHL, KEVIN R	R	8/19/2014		250.00CR	072443	250.00
6180	SKID & PALLET SERVICE							
	I-5250	SKID & PALLET SERVICE	R	8/19/2014		1,770.00CR	072444	1,770.00
1394	PETER SMITH							
	I-201408123724	PETER SMITH	R	8/19/2014		81.76CR	072445	81.76
1092	SOMERVILLE ARCHITECTS ENGINEERS							
	I-31955	SOMERVILLE ARCHITECTS ENGINEER	R	8/19/2014		3,750.00CR	072446	3,750.00
0252	SOUTHSIDE TIRE CO INC							
	I-3036021	SOUTHSIDE TIRE CO INC	R	8/19/2014		270.00CR	072447	270.00
6483	SPRINKLER CO INC, THE							
	I-56443	SPRINKLER CO INC, THE	R	8/19/2014		300.00CR	072448	300.00

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 13

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
1	STIEBER, AMY							
	I-201408113711	REFUND TENNIS	R	8/19/2014		10.00CR	072449	10.00
6915	STRATEGIC RESEARCH INSTITUTE							
	I-529	STRATEGIC RESEARCH INSTITUTE	R	8/19/2014		3,587.50CR	072450	3,587.50
0258	SUPERIOR CHEMICAL CORP							
	I-65055	SUPERIOR CHEMICAL CORP	R	8/19/2014		88.52CR	072451	88.52
7014	SURDEX CORPORATION							
	I-2725	SURDEX CORPORATION	R	8/19/2014		2,102.88CR	072452	2,102.88
4842	THOMSON REUTERS							
	I-829962751	THOMSON REUTERS	R	8/19/2014		379.68CR	072453	379.68
1301	TRACE ANALYTICS INC							
	I-14-10923	TRACE ANALYTICS INC	R	8/19/2014		310.00CR	072454	310.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-I459757	TRAFFIC & PARKING CONTROL INC	R	8/19/2014		395.00CR	072455	395.00
0268	TRUCK EQUIPMENT INC							
	I-594794-00	TRUCK EQUIPMENT INC	R	8/19/2014		434.16CR	072456	
	I-595213-00	TRUCK EQUIPMENT INC	R	8/19/2014		978.38CR	072456	1,412.54
6900	TURRIFF PLUMBING INC.							
	I-7541	TURRIFF PLUMBING INC.	R	8/19/2014		2,445.00CR	072457	2,445.00
0417	TWEET GAROT MECHANICAL INC							
	I-5913	TWEET GAROT MECHANICAL INC	R	8/19/2014		2,117.50CR	072458	
	I-6383	TWEET GAROT MECHANICAL INC	R	8/19/2014		239.66CR	072458	
	I-6953	TWEET GAROT MECHANICAL INC	R	8/19/2014		309.86CR	072458	
	I-7036	TWEET GAROT MECHANICAL INC	R	8/19/2014		321.00CR	072458	2,988.02
0272	UNIFORM SHOPPE INC							
	I-233969	UNIFORM SHOPPE INC	R	8/19/2014		43.95CR	072459	
	I-234006	UNIFORM SHOPPE INC	R	8/19/2014		108.95CR	072459	
	I-234010	UNIFORM SHOPPE INC	R	8/19/2014		46.95CR	072459	
	I-234213	UNIFORM SHOPPE INC	R	8/19/2014		30.00CR	072459	
	I-234254	UNIFORM SHOPPE INC	R	8/19/2014		85.90CR	072459	
	I-234455	UNIFORM SHOPPE INC	R	8/19/2014		42.95CR	072459	
	I-234479	UNIFORM SHOPPE INC	R	8/19/2014		135.95CR	072459	
	I-234566	UNIFORM SHOPPE INC	R	8/19/2014		88.85CR	072459	583.50

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 14

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7015	US BANK EQUIPMENT FINANCE							
	I-258969369	US BANK EQUIPMENT FINANCE	R	8/19/2014		207.50CR	072460	207.50
4696	US CELLULAR							
	I-45660904	US CELLULAR	R	8/19/2014		97.53CR	072461	97.53
0277	VAN'S FIRE & SAFETY INC							
	I-4062392	VAN'S FIRE & SAFETY INC	R	8/19/2014		59.50CR	072462	59.50
4770	VERIZON WIRELESS							
	I-9728483255	VERIZON WIRELESS	R	8/19/2014		503.71CR	072463	503.71
3311	VINTON CONSTRUCTION CORP							
	I-14-04 (3)	VINTON CONSTRUCTION CORP	R	8/19/2014		150,051.91CR	072464	150,051.91
0282	WESCO DISTRIBUTION INC							
	I-781767	WESCO DISTRIBUTION INC	R	8/19/2014		204.72CR	072465	
	I-807618	WESCO DISTRIBUTION INC	R	8/19/2014		43.82CR	072465	248.54
6998	WFCA: THE DAILY DISPATCH							
	I-4166	WFCA: THE DAILY DISPATCH	R	8/19/2014		475.00CR	072466	475.00
2645	WI DEPT OF JUSTICE CRIME INFO BUREAU							
	I-T17395	WI DEPT OF JUSTICE CRIME INFO	R	8/19/2014		300.00CR	072467	
	I-T17396	WI DEPT OF JUSTICE CRIME INFO	R	8/19/2014		703.50CR	072467	1,003.50
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201408113712	WI DEPT OF JUSTICE TIME MADI	R	8/19/2014		42.00CR	072468	42.00
6469	WI DOCUMENT IMAGING							
	I-94522 1	WI DOCUMENT IMAGING	R	8/19/2014		125.50CR	072469	125.50
0762	WI FIRE INSPECTORS ASSOC							
	I-201408123725	WI FIRE INSPECTORS ASSOC	R	8/19/2014		450.00CR	072470	450.00
0298	WI PUBLIC SERVICE							
	I-201408113713	WI PUBLIC SERVICE	R	8/19/2014		553.06CR	072471	553.06
3130	WI WATER ASSOCIATION							
	I-201408113715	WI WATER ASSOCIATION	R	8/19/2014		195.00CR	072472	195.00
1210	WIL KIL PEST CONTROL							
	I-2498876	WIL KIL PEST CONTROL	R	8/19/2014		104.00CR	072473	104.00

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8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 15

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7016	TERESA WILLIQUETTE							
	I-201408113714	TERESA WILLIQUETTE	R	8/19/2014		110.00CR	072474	110.00
6811	CHRYSTAL WOLLER							
	I-201407313654	CHRYSTAL WOLLER	R	8/19/2014		41.10CR	072475	
	I-201407313655	CHRYSTAL WOLLER	R	8/19/2014		157.07CR	072475	198.17
6877	WPRA							
	I-PO 17955	WPRA	R	8/19/2014		300.00CR	072476	300.00
1836	DIANE YASHINSKY							
	I-201407313653	DIANE YASHINSKY	R	8/19/2014		343.18CR	072477	343.18
1	ZEITLER, JEANNE							
	I-201408113716	REFUND TENNIS	R	8/19/2014		7.00CR	072478	7.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	159	0.00	413,287.58	413,287.58
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	160	0.00	413,287.58	413,287.58

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

8/12/2014 11:15 AM

A / P CHECK REGISTER

PAGE: 16

PACKET: 04473 AUG 2014 COUNCIL - 2 8-19-14

VENDOR SET: 01

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT

100	8/2014	97,207.13CR
201	8/2014	2,703.62CR
208	8/2014	1,649.63CR
209	8/2014	3,587.50CR
235	8/2014	525.00CR
405	8/2014	280,153.67CR
415	8/2014	4,728.38CR
460	8/2014	1,625.00CR
601	8/2014	15,650.93CR
650	8/2014	5,456.72CR
=====		
ALL		413,287.58CR

Attachment: 8-19-14 VOUCHERS (2530 : Voucher Approval.)

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

MEETING DATE: August 19, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 08-19-14 OPERATOR LICENSE LIST (PDF)

CITY OF DE PERE - AUGUST 19, 2014

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	ABEL, TIFFANY M.	1901 RIDGEWAY DR.,#55	DE PERE	WI	54115
2	BALLARD, JULIE A.	216 N. HURON ST.	DE PERE	WI	54115
3	BONCHER, STEPHANIE J.	2395 MERRY CREEK CT.	GREEN BAY	WI	54311
4	GENZ, FELICIA L.	435 1/2 LANDE ST.	DE PERE	WI	54115
5	HILL JR., WILLIAM J.	1310 S. OAKLAND AVE.	GREEN BAY	WI	54304
6	LINSKENS, ERIC J.	3398 WILDERNESS TRL.	GREEN BAY	WI	54313
7	LUEDEMAN, BROOKS J.	1325 S. TAYLOR ST.	GREEN BAY	WI	54304
8	MARLOW, SHARON M.	1118 S. 9TH ST.	DE PERE	WI	54115
9	MONTANYE, TIFFANY M.	226 E. ALLOUEZ AVE.	GREEN BAY	WI	54301
10	MOTT, REBECCA L.	1280 CASS ST.	GREEN BAY	WI	54301
11	TRUDELL, SAMUEL, J.	2282 RED TAIL GLEN	DE PERE	WI	54115
12	WOODLIFF, NICOLE L.	2411 GLENDALE AVE.	HOWARD	WI	54303
New Operator License Applications for the 2014-2016 Licensing Period					
1	BRADY, ROBIN M.	5500 CO. RD. R	DENMARK	WI	54208
2	CHRISMAN, DIANE E.	625 S. BAIRD ST.	GREEN BAY	WI	54301
3	FINENDALE, JONATHAN J.	2748 VIKING DR., APT. 3B	GREEN BAY	WI	54304
4	GRESSICK, ALLISON K.	224 SHELLEY LN.	DE PERE	WI	54115
5	GRETZON, ELIZABETH A.	901 ST. MARY'S ST.	DE PERE	WI	54115
6	HASSETT, LOGAN J.	938 HICKORY AVE.	DE PERE	WI	54115
7	OLDENBURG, KENNETH L.	1318 CAROLE LN.	GREEN BAY	WI	54313
8	RADUE LANGE, NINA M.	801 E. GILE CR.	DE PERE	WI	54115
9	ROBERTS, BENJAMIN D.	1326 S. BROADWAY ST.	GREEN BAY	WI	54304
10	ROSS, BARBARA	227 BRYAN ST.	GREEN BAY	WI	54301
11	RUELLE, KATIE E.	600 GRAY ST.	GREEN BAY	WI	54303
12	SCHUCHART, DONALD J.	633 PINE ST.	GREEN BAY	WI	54301
13	SOULIS, MARCUS D.	1122 COUNTRYSIDE DR.	DE PERE	WI	54115
14	WALSH, KERRI L.	1975 RIDGEWAY DR., #35	DE PERE	WI	54115
15	WASHINGTON, WHITNEY A.	302 GEORGE ST., APT. 2	DE PERE	WI	54115
16	YOUNGER, ROBERT A.	2458 GARDEN HEIGHTS CT.	GREEN BAY	WI	54311