COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on August 7, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

This meeting can be viewed LIVE on Time Warner Cable Channel 4 and Channel 99 AT&T U-verse. This meeting is also rebroadcast on Time Warner Cable Channel 4 and Channel 99AT&T U-verse throughout the week.

AGENDA FOR SAID MEETING:

1. Roll call.

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the June 17, 2012 regular meeting of the Common Council.

4. Public Hearing to amend the Precise Implementation Plan for Agri-Partners Cooperative, 1221 Grant Street, to allow for the installation of a billboard sign is scheduled for 7:35 p.m. or soon after.

   A. Notice of Public Hearing.

   B. Recommendation from the Plan Commission.

   C. After the hearing is held, Ordinance #12-18, Amending Precise Implementation Plan Agri-Partners Cooperative (WD-D0217-1 and WD-D0217-4) is presented for consideration.

5. Public Hearing to amend the Precise Implementation Plan for CVS Pharmacy, 800 Main Avenue, to change the height of the ground mount sign is scheduled for 7:35 p.m. or soon after.

   A. Notice of Public Hearing.

   B. Recommendation from the Plan Commission.

   C. After the hearing is held, Ordinance #12-19, Amending Precise Implementation Plan CVS/Caremark (800 Main Avenue) is presented for consideration.

6. Public comment upon matters not on agenda or other announcements.

7. Ordinance #12-16, Amending Chapter 146 De Pere Municipal Code Regarding Noise Ordinance Exemptions (second reading).

8. Resolution 12-89, Authorizing Division Of Public Health Contract Agreement Public Health Preparedness – DPH Contract #21391.

9. Resolution #12-90, Resolution Of The Common Council Of The City Of De Pere

Establishing The Boundaries Of And Approving The Project Plan For Tax Incremental Financing District No. 9, City Of De Pere.

10. Resolution #12-91, Resolution Of The Common Council Of The City Of De Pere Establishing The Boundaries Of And Approving The Project Plan For Tax Incremental Financing District No. 10, City Of De Pere.

11. Resolution #12-92, Authorizing The Agreement Between The City Of De Pere And Humana Insurance Company (Southwest Park Playground Donation).

12. Resolution #12-93, Requesting Swift Action To Approve Detailed Study Alternative 2 As Southern Bridge Corridor (Arterial Street Along Rockland And Red Maple Roads With A US 41 Interchange).

13. Discussion regarding Riverwalk bonding resolution.

14. Voucher approval.

15. Applications for Operator's Licenses.

16. Future agenda items.

17. 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, August 6, 2012, so that arrangements can be made.

AGENDA SENT TO:
Mayor
Alderpersons
Department Heads
TV, Newspapers, & Radio Stations
Kress Family Library
De Pere Chamber of Commerce

PIP Public Hearing Agripartners			
LARRY SIGMAN	JONES SIGN	1711 SCHEURNIG RD	DE PERE, WI 54115
	AGRIPARTNERS	1221 GRANT ST	DE PERE, WI 54115
RAYMOND J HOFFMAN		1140 ALDRIN ST	DE PERE WI 54115-1258
BERO BERO & BEAR LLC		1190 GRANT ST	DE PERE WI 54115-1365
ROBERT J & BARBARA R KRZEWINA		1197 GRANT ST	DE PERE WI 54115-1364
STEVEN & RENEE VER HAAGH		1199 GRANT ST	DE PERE WI 54115-1364
HAROLD A NACKERS		1200 GRANT ST	DE PERE WI 54115-1365
BYRNE TRUST		1216 RENKINS CT	DE PERE WI 54115-1378
MARIE VIEAU LE		1218 GRANT ST	DE PERE WI 54115-1304
THUY DUNG VO & TOM NGUYEN		14008 CHAMPLAIN CT	FONTANA CA 92336
V H C INC		3090 HOLMGREN WY	GREEN BAY WI 54304-5736
AGRI PARTNERS CO OP		438 RYAN ST	BRILLION WI 54110-1038
CREATIVE BUSINESS RENTALS LLC		505 LAWRENCE DR	DE PERE WI 54115-3906
JAMES P & SAMANTHA J GROWE		603 S NINTH ST	DE PERE WI 54115-3825
DOUBLE D INVESTMENT REAL ESTATE LLC		625 LAWRENCE DR	DE PERE WI 54115-3908
WILLIAM J & SANDRA M KAYSER		627 S NINTH ST	DE PERE WI 54115-3825
MARTINWOOD LLC		PO BOX 11387	GREEN BAY WI 54307-1387
PIP Public Hearing CVS Pharmacy			
DOUG MERRITT	PROFESSIONAL PERMITS	115 S Main Suite 203	MISHAWAKA, IN 46544
CINDY PRUZINSKY	CVS		
PETER J & SARA D JUNTUNEN		115 S EIGHTH ST	DE PERE WI 54115-1315
RYAN L & JENNIFER L DEL MARCELLE		146 EAST RIVER DR	DE PERE WI 54115-3780
CHRISTOPHER WIRTH		1567 BRUCE LN	GREEN BAY WI 54313-5527

STEVE & BARBARA NOHR	1638 TIFFANY CT	DE PERE WI 54115
JAMES R THIEM	209 N EIGHTH ST	DE PERE WI 54115-1512
CHERYL M FRAWLEY	2159 EARLY ST	GREEN BAY WI 54304-4854
CARLYN H COOPER	218 N EIGHTH ST	DE PERE WI 54115-1513
HAROLD & CAROLYN PEETERS	3134 PIONEER DR	GREEN BAY WI 54313
HAROLD & CAROLYN PEETERS	3134 PIONEER DR	GREEN BAY WI 54313
KENNETH W & BARBARA A DEQUAINE	5289 OAK ORCHARD RD	ABRAMS WI 54101-9759
DAVID J & JUNE MILLER & JO ANN M ZASTROW	734 OAK ST	DE PERE WI 54115-1531
TAMMIE L PEROCK	741 OAK ST	DE PERE WI 54115-1530
K K B PROPERTIES LLC	746 MAIN AV	DE PERE WI 54115-1333
PETER J RIETVELD	746 OAK ST	DE PERE WI 54115-1531
SUZETTE D FRANKLIN	749 OAK ST	DE PERE WI 54115-1530
SUZETTE D FRANKLIN	749 OAK ST	DE PERE WI 54115-1530
JAMES E CLANCY & SHANNON E WILKINS	807 PINE ST	DE PERE WI 54115-1536
KJB DEVELOPMENT LLC	808 BAYLAND CT	GREEN BAY WI 54304-4743
EMILY A & ZACHARY J PAUL	812 OAK ST	DE PERE WI 54115-1535
RICHARD T & DIANE M BALDWIN	813 PINE ST	DE PERE WI 54115-1536
AMY E MERCURE	816 OAK ST	DE PERE WI 54115-1533
JEROME J PAUWELS	822 MAIN AV	DE PERE WI 54115-1335
ELMER G SCHILL	823 OAK ST	DE PERE WI 54115-1532
GARY A & GAIL M SEES	826 OAK ST	DE PERE WI 54115-1533
RONALD F & KRISTINA R NULPH	827 OAK ST	DE PERE WI 54115
GERALD E & BARBARA S HANSFORD	828 MAIN AV	DE PERE WI 54115-1335
LAURETTA MC KEE	828 OAK ST	DE PERE WI 54115-1533
BENJAMIN L BACKUS	829 PINE ST	DE PERE WI 54115-1536
MARY E & JAMES T JONES	831 OAK ST	DE PERE WI 54115-1532
LORI A DUPUIS	834 OAK ST	DE PERE WI 54115-1533
MATTHEW R SCHNEIDER	837 OAK ST	DE PERE WI 54115-1532
NEAL D GUZEK	837 PINE ST	DE PERE WI 54115-1536
WILLIAM K ELLIOTT	839 PINE ST	DE PERE WI 54115-1536
JOHNSON BANK	840 MAIN AV	DE PERE WI 54115-1335
DANIEL R & JENNIFER M LAUNER	840 OAK ST	DE PERE WI 54115-1533
PJ S OF DE PERE LLP	841 MAIN AV	DE PERE WI 54115-1334
PATRICIA L WILLEMS	843 OAK ST	DE PERE WI 54115-1532
JOSEPH K HENRIGILLIS	844 OAK ST	DE PERE WI 54115-1533
JOEL F & LORI L SMITS	985 ALDRIN ST	DE PERE WI 54115
M & B BUILDINGS LLC	N1048 WOOD LN	PULASKI WI 54162
CVS 2214 WI LLC	ONE CVS DR	WOONSOCKET RI 02895-1532
BANK MUTUAL	PO BOX 245034	MILWAUKEE WI 53224-9534
WS ENTERPRISES LLC	PO BOX 9753	GREEN BAY WI 54308-9753

Mr. Clark Wagner, 2740 W. Mason Street, Green Bay, WI 54303
Mr. Kevin Hanson, Business Mgr. West De Pere School District , 930 Oak Street, De Pere, WI 54115
Mr. Ben Villarruel, Superintendent, Unified School District of De Pere, 1700 Chicago Street, De Pere, WI 54115
Mr. Chuck Lamine, Brown County Planning Director , 305 East Walnut Street, Green Bay, WI 54305
Mr. William Patzke,143 South Clay Street, De Pere, WI 54115
Workplace Solutions Manager Humana, Inc. 1100 Employers Blvd. Green Bay, WI 54344

COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – JULY 17, 2012

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, July 17, 2012.

Mayor Walsh called the meeting to order at 7:37 p.m.

Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Michael Donovan, Jim Kneiszel, Larry Lueck, Dan Robinson & Kathy Van Vonderen. The Council said the Pledge of Allegiance to the Flag.

Alderperson Crevier moved, seconded by Alderperson Boyd to approve the minutes of the July 3, 2012 regular meeting of the Common Council. Discussion followed. Upon vote, the minutes were approved unanimously.

PUBLIC HEARING

4A. A Public Hearing on a street vacation for the westerly five feet of right-of-way of Fifth Street adjacent to WD-389-2 and WD-389-2-1 is scheduled for 7:35 p.m. Clerk Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on June 14, June 21, and June 28, 2012.

4B. City Planner Ken Pabich stated the Plan Commission recommended approval of this resolution.

4C. Mayor Walsh declared the public hearing open. No one wished to speak. Mayor Walsh declared the public hearing closed. Mayor Walsh entertained a motion to approve Resolution #12-62, Regarding the Vacation of a Portion of a Public Thoroughfare (Part of Fifth Street Adjacent to WD-389-2 and WD-389-2-1). Alderperson Crevier moved, seconded by Alderperson Van Vonderen to approve the resolution. Discussion followed. Upon vote, motion carried unanimously.

5A. A Public Hearing on a conditional use application to allow for apartments on the second and third floor of 500 Main Avenue is scheduled for 7:35 p.m. Clerk Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on July 5, 2012.

5B. City Planner Ken Pabich stated the Plan Commission recommended approval of this resolution.

5C. Resolution #12-84, Authorizing and Approving a Conditional Use Permit (Parcels WD-389-2; WD-389-2-1; WD-389-3) was presented for consideration. Discussion followed. Upon vote, motion carried unanimously.

6. Public Comment or other Announcements. Mayor Walsh was asked by Mary Dorn, Director of the Health Department, to make an announcement regarding the extreme temperatures and the importance of keeping an eye on friends, family, and neighbors without air conditioning, and also suggested the use of public cooling shelters in the area. Alderperson Bauer reminded everyone of the burn ban put into effect by Fire Chief Kiser.

7. A presentation on changes to the Claude-Allouez Bridge Roundabout was presented by Scott Thoresen. Discussion followed.

RECOMMENDATION FROM THE BOARD OF PUBLIC WORKS

8A. Alderperson Bauer moved, seconded by Alderperson Kneiszel to award Project 12-08, Manhole Rehabilitation to National Power Rodding Corporation. Upon roll call vote, motion carried unanimously.

8B. Alderperson Crevier moved, seconded by Alderperson Kneiszel to award Project 12-09, Pond and Drainage System Construction to Peters Concrete Company. Upon roll call vote, motion carried unanimously.

8C. Alderperson Crevier moved, seconded by Alderperson Kneiszel to award Project 12-16, Utility and Street Construction-Southbridge Development to Jossart Brothers, Inc. Upon roll call vote, motion carried unanimously.

RECOMMENDATION FROM THE FINANCE COMMITTEE

9A. Alderperson Van Vonderen moved, seconded by Alderperson Lueck to approve a request to apply for a Federal Government Fire Act Grant. Discussion followed. Upon vote, motion carried unanimously.

RECOMMENDATIONS FROM THE LICENSE COMMITTEE

10A. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the Application for a Class "B" Beer & "Class B" Liquor License for Fox Trax Saloon, LLC, back half of 132 S. Broadway St. (previously the River Loft). Upon vote, motion carried unanimously.

11. Ordinance 12-14, Amending Chapter 86 De Pere Municipal Code and Allowing the Keeping of Chickens within the City (second reading) was presented. Alderperson Robinson moved, seconded by Alderperson Crevier to approve the ordinance. Discussion followed. Alderperson Robinson moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously.

The following attendees spoke against the above ordinance:
Terry Keehan, 842 Fribourg Street, De Pere WI

The following attendees spoke in favor of the above ordinance:
Cal Konshak, 324 St. Mary Street, De Pere WI
Troy Heuvelmans, 952 Suburban Dr, De Pere WI
Henry Kneiszel, 215 Lorrie Way, De Pere WI
Rick Allcox, 221 S. Huron Street, De Pere WI

Alderperson Donovan moved, seconded by Alderperson Robinson, to close the meeting. Upon vote, motion carried unanimously. Discussion followed. Upon vote, motion carried 5-3 with Alderpersons Boyd, Donovan, and Lueck voting nay.

12. Ordinance 12-15, Amending Chapter 14 De Pere Municipal Code to Include Rummage Sale Regulations (second reading) was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the ordinance. Discussion followed. Alderperson Crevier moved, seconded by Alderperson Robinson, to amend the ordinance. Motion carried unanimously. Upon vote, motion carried 7-1 with Alderperson Bauer voting nay.

13. Ordinance 12-16, Amending Chapter 146 De Pere Municipal Code Regarding Noise Ordinance Exemptions was presented. Alderperson Boyd moved, seconded by Alderperson Crevier to approve the ordinance. Upon vote, motion carried 7-1 with Alderperson Bauer voting nay. A second reading is required.

14. Ordinance 12-17, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations was presented. Alderperson Boyd moved, seconded by Alderperson Robinson to approve the ordinance. Upon vote, motion carried unanimously.

15. Resolution 12-72, Setting Fee for Chicken Permit (previously tabled) was presented. Alderperson Van Vonderen moved, seconded by Alderperson Crevier to approve the resolution. Upon vote, motion carried unanimously.

16. Resolution 12-85, Authorizing Development Agreement between the City of De Pere, South Bridge

Properties, LLC and Innovation Properties One, LLC Regarding the Southbridge Road Project was presented (Followed Item 8C). Alderperson Boyd moved, seconded by Alderperson Kneiszel to approve the resolution. Discussion followed. Upon roll call vote, motion carried unanimously. Mayor Walsh thanked Tim Weyenberg, CEO of Foth, Howard Bornstein, CFO of Foth and Bob Weyers of Commercial Horizons for attending the meeting and for locating to the City of De Pere.

17. Resolution 12-86, Authorizing Revocable Occupancy Permit (Silver Fox GB, LLC) was presented. Alderperson Crevier moved, seconded by Alderperson Van Vonderen to approve the resolution. Upon vote, motion carried unanimously.

18. Resolution 12-87, Authorizing Revocable Occupancy Permit (Michael R. and Gail B. Cashman) was presented. Alderperson Crevier moved, seconded by Alderperson Boyd to approve the resolution. Upon vote, motion carried unanimously.

19. Resolution 12-88, Authorizing Temporary Limited Ingress/Egress Easement on City Property (Part of Parcel ED-48) was presented. Alderperson Lueck moved, seconded by Alderperson Crevier to approve the resolution. Upon vote, motion carried unanimously.

20. Alderperson Donovan moved, seconded by Alderperson Van Vonderen to approve the 2011 Audit Report. Upon vote, motion carried unanimously.

21. Alderperson Van Vonderen moved, seconded by Alderperson Donovan to approve the vouchers. Upon vote, motion carried unanimously.

22. Applications for Operator's Licenses.

ITEM#		NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period						
1	276	ACKER, TERESE A.	1220 S. 6TH ST.	DE PERE	WI	54115
2	274	BOULANGER, BROOKE D.	2767 HUMBOLDT RD.	GREEN BAY	WI	54311
3	275	DANFORTH, JASON M.	755 FLORIST DR.	DE PERE	WI	54115
4	T	ELWELL, ALEXANDRA G.	17926 HEROLD RD.	DENMARK	WI	54208
5	T	PHILLIPS, SHEILA R.	508 S. JACKSON ST.	GREEN BAY	WI	54301
Operator Licenses for the 2012-2014 Licensing Period						
1	277	AUSTEN, PATRICK J.	221 N. SUPERIOR ST.	DE PERE	WI	54115
2	278	BAETEN SHAWN	3101 S. CLAY ST.	GREEN BAY	WI	54301
3	T	BARTMANN, SCOT M.	2191 TRAILSIDE LN.	DE PERE	WI	54115
4	279	BENN, RACHEL L.	1400 SILVERSTONE TRL., #5	DE PERE	WI	54115
5	280	BINSFELD, ROGER L.	1211 S. 6TH ST.	DE PERE	WI	54115
6	T	BRAYTON, DANNY J.	1215 S. 7TH ST.	DE PERE	WI	54115
7	281	BREY, JAMES P.	512 S. 10TH ST., #42	DE PERE	WI	54115
8	282	COOPER, COURTNEY P.	831 GREENE AVE.	GREEN BAY	WI	54301
9	283	EAGEN, FRANK A.	1652 SAND ACRES DR.	DE PERE	WI	54115
10	T	ELSNER NAVARRO, SUSAN M.	1593 FRANZ AVE.	GREEN BAY	WI	54302
11	284	GEURTS, ALYSSA S.	510 COMMERCIAL ST., #13	SEYMOUR	WI	54165
12	285	GIESE, TASHA M.	W1418 TOWN HALL DR.	PULASKI	WI	54162
13	286	GRASSMAN, SONDI K.	3048 HOLLAND R.	GREEN BAY	WI	54313
14	287	HOLZHAEUSER, JOSHUA R.	330 COLLEGE AVE.	DE PERE	WI	54115

15	288	JAMROSZ, TERRY A.	164 ROSE LN.	GREEN BAY	WI	54302
16	289	JOHNSON, ROBB	1615 SWAN RD., #10	DE PERE	WI	54115
17	T	LESPERANCE, NICOLE M.	2817 VIKING DR.	GREEN BAY	WI	54304
18	290	LO CASCIO, BRANDON L.	1766 LENWOOD AVE.	GREEN BAY	WI	54303
19	291	LUNDY, DAVID A.	300 FT. HOWARD AVE.	DE PERE	WI	54115
20	T	MALONE, STEPHANIE L.	304 MAIN AVE., #6	DE PERE	WI	54115
21	292	MCINERNEY-FITZGERALD, LAURA B.	2127 JEN RAE RD.	GREEN BAY	WI	54311
22	293	MUNOZ, JOSEPH J.	468 DUTTON AVE.	GREEN BAY	WI	54304
23	294	MURRAY, MARGARET L.	2769 PRAIRIE GARDEN. TR.	GREEN BAY	WI	54313
24	295	MURRAY, MATTHEW M.	2769 PRAIRIE GARDEN TR.	GREEN BAY	WI	54313
25	296	NAPIER JR., ROGER A.	1011 S. 6TH ST.	DE PERE	WI	54115
26	297	POLEY, BENJAMIN P.	220 FT. HOWARD AVE.	DE PERE	WI	54115
27	298	ROBERTS, BENJAMIN D.	1326 BROADWAY ST.	GREEN BAY	WI	54304
28	299	ROSNER, COREY W.	1748 NANCY AVE.	GREEN BAY	WI	54303
29	300	SANDERS, STEPHEN A.	2745 WOODRUFF CT.	GREEN BAY	WI	54115
30	301	SCHEFFEL, TRACY J.	819 ABRAMS ST.	GREEN BAY	WI	54302
31	302	SMITS, JASON J.	1008 RAYMOND ST.	GREEN BAY	WI	54304
32	303	STEEBER, ELISABETH C.	614 REID ST.	DE PERE	WI	54115
33	304	STEENO, DEBORAH M.	480 N. GOOD HOPE RD.	DE PERE	WI	54115
34	305	THORSEN, RICKY R.	2606 RIVER LN.	GREEN BAY	WI	54301
35	306	VANDERLOOP, ANTHONY R.	2466 GEMINI RD.	GREEN BAY	WI	54311
36	307	VANDERSTEEN, BARBARA D.	2466 BASSWOOD ST.	GREEN BAY	WI	54313
37	308	VERRILL, TONY J.	1430 ELEANOR AVE.	ST. PAUL	MN	55116
38	309	VOUGHT, ROBERT O.	2214A NICOLET DR., APT. 3	GREEN BAY	WI	54311
39	310	WERNER, COLLEEN A.	3182 WISCONSIN ST.	DE PERE	WI	54115
40	311	ZEITLER, MATTHEW J.	2364 BLUESTONE PL.	GREEN BAY	WI	54311
41	312	ZEITLER, SARA J.	2364 BLUESTONE PL.	GREEN BAY	WI	54311
42	313	ZWIEFELHOFER, SASHA M.	420 COLLEGE AVE.	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve previously tabled licenses #1-3 and to table previously tabled licenses 4 & 5. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Boyd, to approve Applications #1, 2, 4, 5, 7-9, 11-16, 18, 19, 21-42 and to table Applications 3, 6, 10, 17, & 20. Upon vote, motion carried unanimously.

23. Future Agenda Items. Alderperson Bauer recommended bringing forward a resolution to approve and pass onto the state to move forward with the Southbridge Project. Alderperson Lueck suggested bringing back the owners of the Southbridge apartment complex. Administrator Delo wants to discuss this with staff and then return to Council with a recommendation.

24. City Administrator Performance Evaluation. Alderperson Crevier moved, seconded by Alderperson Robinson to enter closed session. Upon roll call vote, motion carried unanimously. Closed session discussion followed. Alderperson Robinson moved, seconded by Alderperson Crevier, to reconvene in open session. Upon roll call vote, motion carried unanimously. No further action taken.

Upon motion by Alderperson Van Vonderen, seconded by Alderperson Bauer, the Common Council adjourned at 9:23 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet
City Clerk-Treasurer

CITY OF DE PERE MEMO

To:	Michael J. Walsh, Mayor
	Members of the Common Council
From:	Judith Schmidt-Lehman, City Attorney Judy
RE:	Precise Implementation Plan Amendment Ordinances 12-18 and 12-19
Date:	July 31, 2012

On the August 7, 2012 Common Council agenda are two public hearings concerning requested changes to two previously approved Precise Implementation Plans (PIPs) under the City's Planned Development District zoning.

Under §14.59(6) d) De Pere Municipal Code, a public hearing must be held before the Council for action on all changes to PIPs considered by the Plan Commission to be a substantial alteration of the prior PIP approval. Council action on zoning changes is accomplished through a zoning amendment ordinance. This process is consistent with Wis. Stats. §62.23(7)(d)2 regarding zoning amendments. What is unusual about this set of public hearings and presentation of ordinances is that the Plan Commission has recommended that each PIP change request be denied. The ordinances presented however need to be framed as approving the request for a couple of reasons. First, no ordinance is needed for action maintaining the status quo. Second, the Council acts upon 'the request', therefore the ordinance is framed in terms of that request.

If the Council determines it wishes to approve the recommendation of the Plan Commission, an appropriate motion would be to defeat or deny the ordinance presented. If the Council wishes to approve the requested change, the appropriate motion would be to approve the ordinance as presented.

If you have any questions regarding these two ordinances, please feel free to call me at 339-4042.

JSL:jld

cc: Lawrence A. Delo, City Administrator
Ken Pabich, Director of Planning & Economic Development

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ORDINANCE #12-18

AMENDING PRECISE IMPLEMENTATION PLAN
AGRI-PARTNERS COOPERATIVE
(WD-D0217-1 and WD-D0217-4)

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

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 7th day of August, 2012 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the Precise Implementation Plan for the property located at 1221 Grant Street (WD-D0217-1 and WD-D0217-4), legally described as:

> Assessor's Subdivision of lands in City of Nicolet, now the City of De Pere, part of Lots 133 & 134 described as Lot 1 in 17 CSM 153 (Parcel WD-D0217-1)
>
> and
>
> Assessor's Subdivision of lands in City of Nicolet, now the City of De Pere, part of Lots 133 & 134 described as Outlot 1 in 21 CSM 25 (Parcel WD-D0217-4)

be and the same is hereby amended to allow for the erection of a 16.5' x 48', 35 foot tall billboard, subject to the following conditions:

None

and as subject to the regulations set forth in and regulated by §14-59 and Chapter 98, De Pere Municipal Code.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of August, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

Publish: July 5 and July 12, 2012 in the De Pere Journal (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, August 7, 2012** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the request to amend the Precise Implementation Plan for the following property:

1221 Grant St: Parcel WD-D0217-1 and WD-D0217-4 from HWY 41-Dist B w/PDD Overlay to HWY 41-Dist B w/PDD overlay to allow for the installation of a billboard sign. Agent: Larry Sidman.

Information on the proposed amendment is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 5th day of July, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #6: Review a Precise Implementation Plan amendment on behalf of Agri-Partners Cooperative to erect a billboard, 1221 Grant Street, Parcels WD-D0217-1 and WD-D0217-4. Agent: Larry Sidman.

Larry Sidman from Jones Sign has submitted a request on behalf of Agri-Partners Cooperative for an amendment to the Precise Implementation Plan for parcels WD-D0217-1 and WD-D0217-4 in order to erect a billboard. While the City did pass a moratorium on billboard signs, the permit for this site was turned into the City before the moratorium was in effect.

While the applicant does point out a discrepancy in our documentation for the zoning, it is clear from the application and approvals in both 1986 and 2003 that the Precise Implementation Plan included both parcels in question. This information was presented to the City Attorney who concurs with staff's interpretation.

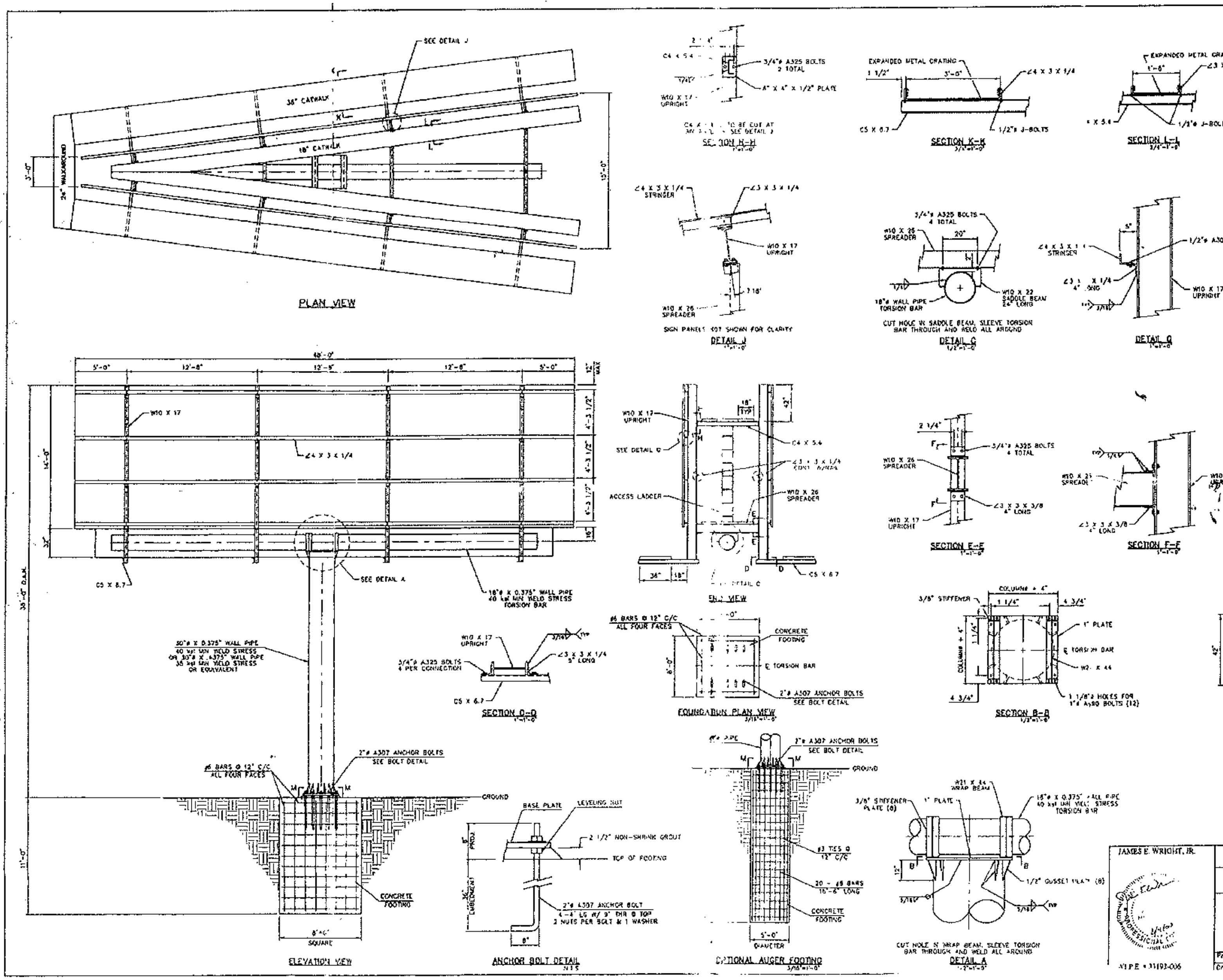
Based on these facts, staff reviewed the application based on the merit of our PDD zoning. The purpose of the PDD zoning is to:

"Purpose and intent. The purpose of the Planned Development District and regulations applicable thereto is to promote the maximum benefit from coordinated area site planning, diversified location of structures, mixed compatible uses, provide for a safe and efficient system of pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and ensure adequate standards of construction and planning. It is intended that the Planned Development District encourage and facilitate the conservation of open space and other natural features such as woods, streams, and wetlands as integral elements of the environmental design, to the end of achieving improved environmental quality in future development of the community. These regulations are established to permit latitude in the development of building sites within the District if such development is found to be in accordance with the purpose and intent of this ordinance and is found not to be hazardous, harmful, offensive, or otherwise adverse to the environment, to property values or character of the neighborhood, or to the health, safety, and general welfare of the community. The Planned Development District is intended to encourage a means of effectuating desirable development, redevelopment, and rehabilitation in the City of De Pere."

Based on these standards, staff does not feel that an additional billboard sign at this location meets the intent of the zoning. Given the improvements on US 41, improvements on Lawrence Drive, and improvements on the intersection at Grant and Lawrence, staff feels that the proposed signage does not meet the standards for the PDD. Staff also feels the lack of a billboard will not negatively impact the day-to-day operations of Agri-Partners.

Recommendations

Staff does not recommend approval of the proposed signage as an amendment to the Precise Implementation Plan as approved in 2003.



GENERAL NOTES:

1. All design, fabrication, installation and construction shall conform to the following specifications, unless specifically noted otherwise on the drawing:
   - The 1996 BOCA Building Code
   - The Wisconsin Administrative Building Code
   - American Concrete Institute Building Code Requirements for Reinforced Concrete (318-95).
   - American Institute of Steel Construction, Inc Manual of Steel Construction (9th Edition).
   - American Welding Society ANSI/AWS D1.1-98 Structural Welding Code – Steel
2. All steel components shall be as listed below, unless noted otherwise:
   - All rolled shapes, plates and bars shall be ASTM A36, or equal.
   - All standard pipe shall be ASTM A53, Type S, Grade B, or equal.
   - All larger diameter pipe, made of rolled and welded steel plate, shall be of certified, tested material. All seams shall be welded continuously with full-penetration welds.
   - All structural tubing shall be ASTM A500, Grade B, or equal.
   - All bolted connections shall be made with ASTM A325 Bolts, or equal.
   - All anchor bolts shall be ASTM A307, or equal.
   - All welds shall be made with E70XX electrode, or equal.
   - All exposed materials shall be properly protected from weathering and/or corrosion.
3. All field welds shall be made by a welder certified in the specified position.
4. All concrete shall have a minimum compressive strength at 28 days of 3000 psi.
   - Signage may be installed on the structure after a minimum curing time of 7 days, provided the curing process has been properly maintenanced in accordance with ACI 318-95.
5. All reinforcement steel shall have a minimum yield strength of 60,000 psi and shall conform to ASTM A615. All reinforcement steel shall be placed in accordance with ACI 318-95.
   - All reinforcement steel shall be provided with a minimum concrete cover of 3" when concrete is cast against earth.
   - Reinforcement steel shall not be "tack" welded at crossing points.
6. The structure has been designed to withstand a maximum design wind load of 30.00 psf.
7. The foundation has been designed assuming the following soil conditions:
   - Allowable Lateral Bearing Pressure of 500 psf/ft (This value is used for cube and auger footings.)
   - 500 psf/ft corresponds to a medium clay, dense sand, or equal.
   - If soil conditions other than those assumed are encountered (including soft soils, unstable or collapsing soils, organic materials, or groundwater) cease excavation immediately and contact the engineer so that the foundation design can be re-evaluated.
8. If existing and proposed conditions are not as detailed in this design drawing the installer shall notify the engineer immediately.

NOTICE:
CORNERSTONE ENGINEERING, INC IS RESPONSIBLE FOR STRUCTURAL COMPONENTS SHOWN ONLY

JAMES E. WRIGHT, JR.

N.P.E. # 33193-006

FABRICATED STRUCTURES, INC.
P.O. Box 966 · Mexico, MO 65011

14' x 48' Center-Mounted 15' Vee Billboard
@ 35'-0" Overall Height – Abrams, Wisconsin

CORNERSTONE ENGINEERING, INC.
104-B MAIN ST. P.O. Box 1037
MADISONVILLE, TN 37354
PH (423) 420-1741 FAX (423) 420-1147

Project #	000176	Dwg #	D0234	Date:	02/04/...
Drawn By:	BAB	Scale	1/4"=1'-0"	Sheet:	1 ...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JONES

JONES SIGN
1711 Scheuring Road
De Pere, WI 54115
Tel: 920-983-6700
Fax: 920-983-9145
www.jonessign.com

June 8, 2012

Mr. Ken Pabich

City of De Pere Planning Department

335 S. Broadway

De Pere, WI 54115

Dear Mr. Pabich

Pursuant to our meeting of June 7, 2012 along with Dave Hongisto City of De Pere Building Inspector I was advised to request an amendment to the parcels of land owned by Agripartners Cooperative to allow a billboard sign to be erected in a PDD Zone. The parcel ID #s for the property are WD-D0217-1 and WD-D0217-4 City of De Pere records. When I originally applied for the sign permit which was a matter of right allowed in Highway 41 Corridor District B pursuant to the sign ordinance, it was discovered that the City Zoning Map was marked incorrectly per Dave Hongisto. When I asked Mr. Hongisto if the legal description from ordinance #86-31 matched the legal description of either parcel Agripartners owned it did not.

This is the reason Jones Sign is requesting the amendment for Agripartners property and appreciate being given the opportunity to come before the City of De Pere Planning Board.

Sincerely,

Larry Sidman

Larry Sidman/Jones Sign

ORDINANCE #12-19

AMENDING PRECISE IMPLEMENTATION PLAN
CVS/CAREMARK
(800 Main Avenue)

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

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 7th day of August, 2012 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the Precise Implementation Plan for the property located at 800 Main Avenue (WD-533), legally described as:

Lot 1, Volume 57 Certified Survey Map, page 94, Brown County Map #8187.

be and the same is hereby amended to allow for a 35 foot tall sign, with a 3'8" x 10'11" electronic message board beneath a 9'5¼" x 15'8" identification sign, subject to the following conditions:

None

and as subject to the regulations set forth in and regulated by §14-59 and Chapter 98, De Pere Municipal Code.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of August, 2012.

APPROVED:

____

Michael J. Walsh, Mayor

ATTEST:

____

Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

Publish: July 5 and July 12, 2012 in the De Pere Journal (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, August 7, 2012** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the request to amend the Precise Implementation Plan for the following property:

800 Main Avenue: Parcel WD-533 from B-2 (General Business District) w/PDD Overlay to B-2 w/PDD overlay to allow for the sign to be change from 24' to 35' in height. Agent: Cindy Pruzinsky.

Information on the proposed amendment is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 5th day of July, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #7: Review the Ground Sign Request for CVS/Caremark on 800 E. Main Avenue. Agent: Cindy Pruzinsky.

Cindy Pruzinsky from CVS has submitted a request to amend the Precise Implementation Plan (PIP) which would change the ground mount sign from the originally approved 24 feet to a 35 foot sign (Please see the attached design). The sign would be located on the corner of Eighth Street and Main Avenue.

Without the PDD zoning overlay, the code would allow a sign to be 35 feet in height, which is why CVS is applying for the change. However, this site was approved under the PDD overlay and signage was an issue that was expressed by the neighbors and addressed by the Plan Commission during the approval process.

As part of the request, CVS provided an inventory of signage along the corridor. From the information, you will see that some signage closer to the highway does have higher heights that are at or above 35 feet. As you move further to the east, you will see that the signage along the corridor drops down to 25 feet in height or lower.

Based on this information and also the design presented, staff feels that this signage does not meet the intent of the PDD zoning overlay. In addition, staff feels that it was a significant issue that was discussed by the Plan Commission and the surrounding residents. Based on these extensive reviews, a consensus was reached on the best design which was ultimately approved by the City Council.

Recommendations

Staff does not recommend approval of the newly proposed freestanding sign for CVS. Based on staff analysis of the new proposed dimensions, it is not deemed a necessary change from the original dimensions approved in the original PIP and the City Council.

CVS CAREMARK

May 23, 2012

City of DePere
Mr. Ken Pabich, Planning & Economic
Development Director
335 S. Broadway
De Pere, WI 54115

RE: CVS/pharmacy
[800 E. Main Street]

Mr. Pabich:

Thank you for your continued assistance with our new development. It is our goal to partner with the City and be a good corporate neighbor in every community we select for retail operation. Upon further review and internal site audit analysis we determined the approved freestanding sign height is not adequate for the site-specific condition and the built environment within the Main Street corridor.

We respectfully request consideration by the City Plan Commission to revisit the dimensional aspects of our primary freestanding identification sign located at the hard corner of 8th and Main Streets. The contribution from both public and private interest is substantial to ensure the appropriate wayfinding and positive traffic flow within the development and the surface streets surrounding the development.

Enclosed with this correspondence you will find a sign audit performed by Lemberg Electric limited to businesses along the Main Street corridor. The performance and findings determined the requested sign height of thirty-five (35) feet is consistent within the built environment and existing conditions found within the commercial corridor.

Internal research identified the approved sign area of one hundred and one (101) square feet with a clearance of ten foot- six inches (10'-6") will remain and is appropriate for the number of travels lanes and posted road speed at 8th & Main Streets respectively.

Again, we appreciate the opportunity to work with the Plan Commission and the City of DePere. Please contact me or Doug Merritt at 574-257-2954 with any questions.

Sincerely,

Cindy Pruzinsky

Cindy Pruzinsky
CVS/Caremark
Construction Project Manager

CC: Velmier Corporation, Jim Collier
The Icon Companies, James Campbell
Professional Permits, Doug Merritt

CVS pharmacy

NWC Main & 8th
De Pere, WI

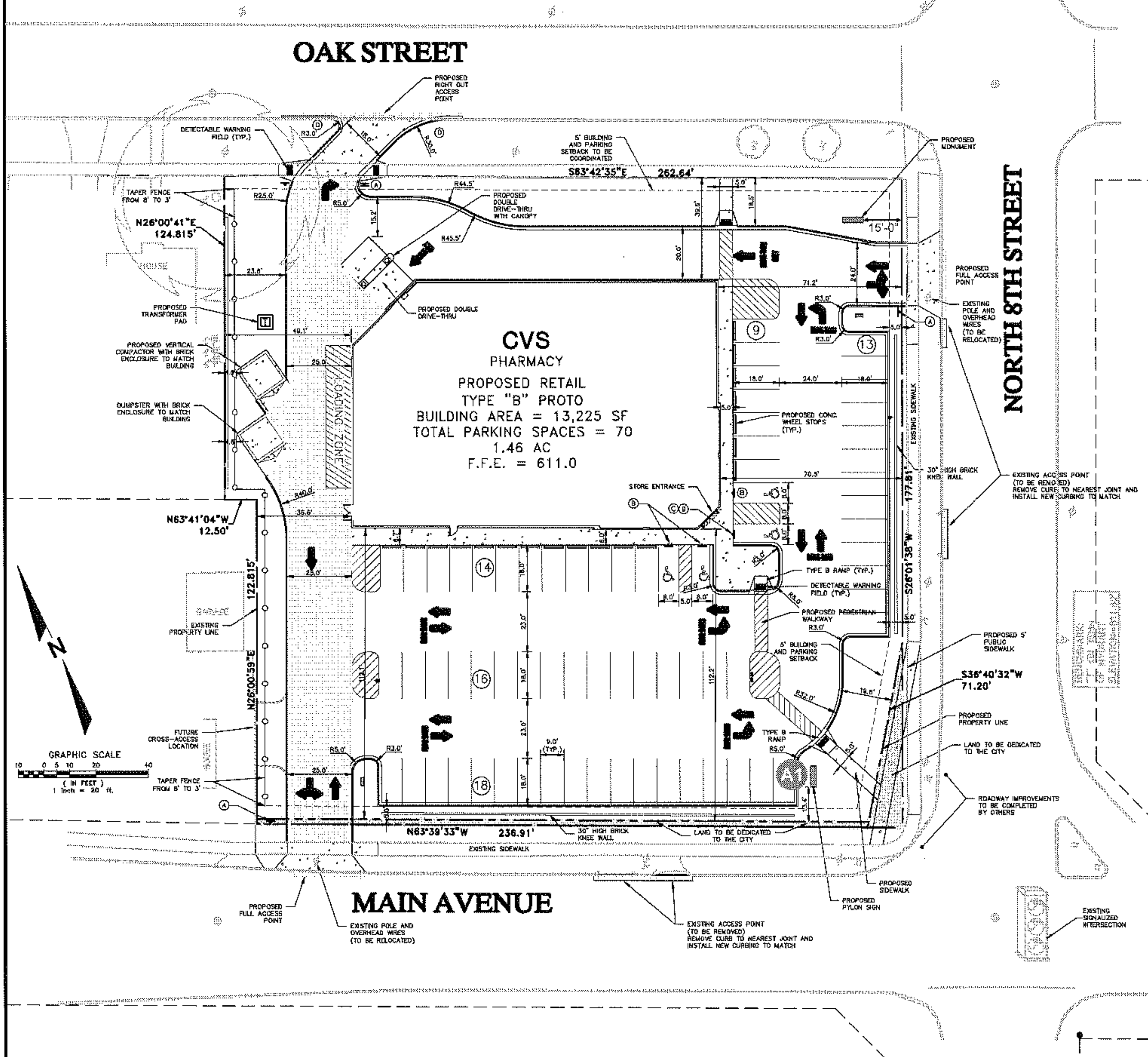
Prepared for CVS By:

icon
Identity Solutions

1418 Elmhurst Rd.
Elk Grove Village
Illinois 60007

CVS/pharmacy

PROPOSED SIGN PLACEMENT



* Site plan is for general sign location only.

icon
Identity Solutions

1418 Elmhurst Rd.
Elk Grove Village
Illinois 60007

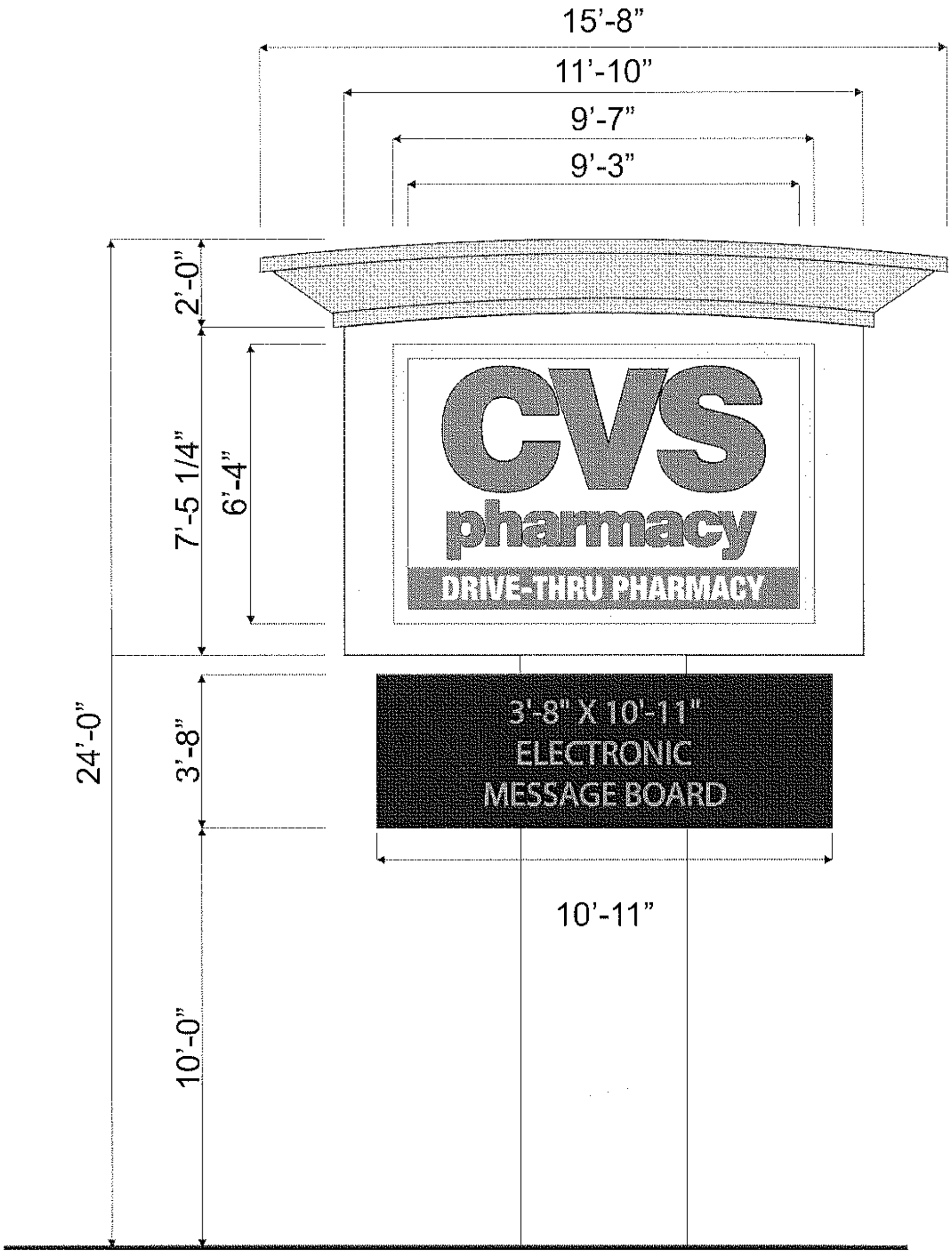
NWC Main & 8th
De Pere, WI

Date: 5/23/2012
Revisions:

CVS/pharmacy

APPROVED FREESTANDING SIGN

A1



Qty. 1
101 Sq. Ft.

icon
Identity Solutions
1418 Elmhurst Rd.
Elk Grove Village
Illinois 60007

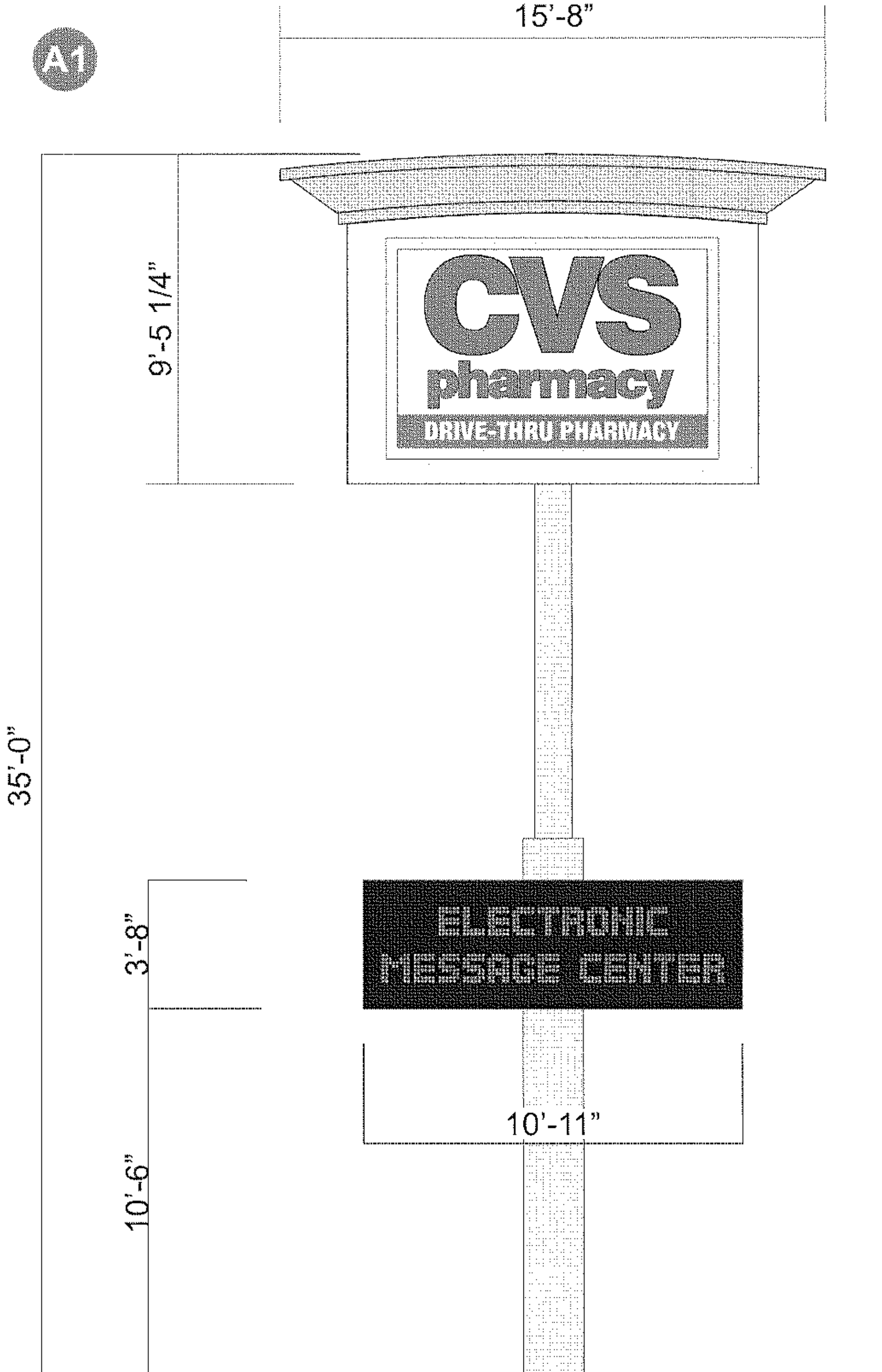
NWC Main & 8th
De Pere, WI

Date: 5/23/2012
Revisions:

CVS/pharmacy

PROPOSED FREESTANDING SIGN

A1



Qty. 1
101 Sq. Ft.

icon
Identity Solutions
1418 Elmhurst Rd.
Elk Grove Village
Illinois 60007

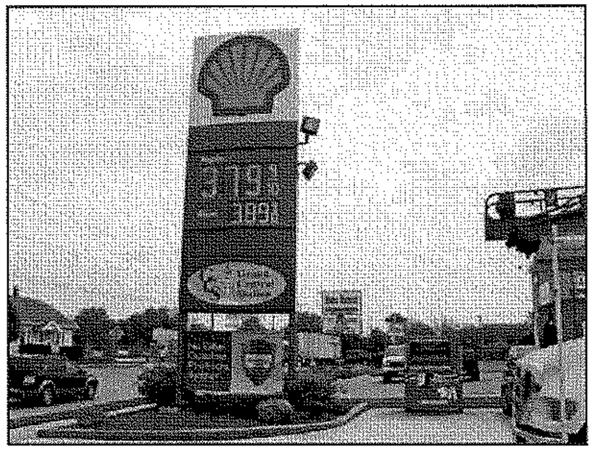
NWC Main & 8th
De Pere, WI

Date: 5/23/2012
Revisions:

CVS/pharmacy

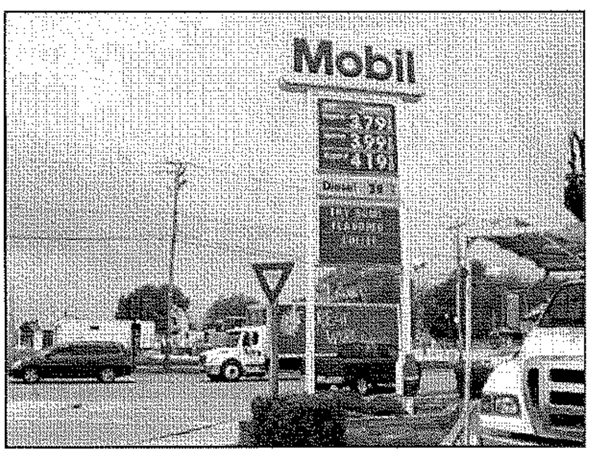
AREA SIGNAGE

Papa Johns Sign 12' x 5'; 25'-0" OAH


Shell Sign 16' x 5'; 30'-0" OAH

Walgreens Sign 16' x 5'; 25'-0" OAH

McDonalds Sign 16'; 50'-0" OAH
Burger King Sign 12'; 40'-0" OAH



Mobil Sign 10' x 5'; 25'-0" OAH

icon Identity Solutions
1418 Elmhurst Rd.
Elk Grove Village
Illinois 60007

NWC Main & 8th
De Pere, WI

Date: 5/23/2012
Revisions:

ORDINANCE #12-16

AMENDING CHAPTER 146 DE PERE MUNICIPAL CODE
REGARDING NOISE ORDINANCE EXEMPTIONS

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

Section 1: **§146-6(1)(a),** *Construction sites; public utility projects; public works*, is hereby amended by repealing the second clause of the first sentence and replacing it with the following:

> …provided, however, that noise production shall be minimized through proper equipment operation, maintenance or modifications thereto.

Section 2: **§146-6, Exemptions**, is hereby amended by adding the following and re-lettering the remaining paragraphs accordingly:

b. *Variance for certain construction sites and utility projects.* A construction site or utility project may seek a variance exempting such site/project from the noise limitations set forth in §146-8 if public convenience so requires or if the site/project operations by its nature, extends beyond the time and day limitations of §146-6(1)(a), according to the following process:

1. Written application shall be made to the Director of Public Works, or designee, at least 10 calendar days prior to site/project start; and
2. The Director of Public Works shall, in consultation with the Health Director, review the site/project location and the probable noise impact on residential areas; and
3. Applicant shall ensure noise production is minimized through proper equipment operation, maintenance or modifications thereto as required by the Director of Public Works or Health Director; and
4. The Director of Public Works and/or Health Director shall place such terms and conditions upon any variance approval as will protect the health and welfare of the public. Failure to abide by such terms and conditions shall result in revocation of the variance.
5. Approval and denial of any application shall be in writing; and

6. If the variance is granted, applicant shall notify all property owners as identified by the Health Director prior to commencement of the site/project; and
7. Application denials may be appealed to the Board of Public Works within 10 days of the date of denial.

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

Section 4: This ordinance shall be effective upon the date of its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of August, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

City of De Pere
Public Works Department Memo

To:	Honorable Mayor Walsh Members of the Board of Public Works
From:	Eric P. Rakers, P.E., City Engineer
Date:	July 9, 2012
Subject:	Consider Amending Chapter 146 Regarding Noise Ordinance Exemptions

Background

Staff has been working with the Green Bay Metropolitan Sewerage District (GBMSD) regarding their upcoming Southeast Interceptor Rehabilitation project on the east side of the Fox River. This project involves utilizing pipe that is inserted into the existing pipe and cured in place (CIPP) to create a new pipe. This process is much less disruptive and less expensive when compared to the alternative which would be to rehabilitate the existing sewer through open-cut construction. In order to use CIPP, the pipe has to be "cooked" in place for an extended period of time (up to 24 continuous hours). Our current ordinance does not allow a noise variance to accommodate this type of construction. Staff is proposing to update the ordinance to allow the Director of Public Works, in consultation with the Director of Health, to grant a variance to the noise ordinance for the following:

(1) Construction site and utility projects if public convenience so requires.
(2) If the operations by its nature, extends beyond the time and day limitations.

In addition to the above project, other examples are sawing of joints in concrete on large concrete paving projects. The sawing of the joints is dependent on concrete curing and often times can extend beyond normal hours. Also, there are times when construction at night is advantageous to prevent large customers from being out of service, such as for water connections or fiber optic and phone connections.

A copy of the amended ordinance with the changes to the original ordinance has been included for your information.

Recommendation

Staff's recommendation is to approve the amendment to Chapter 146 regarding noise ordinance as attached.

Sec. 146-6. Exemptions.

The following activities are exempted from regulation under section 146-8.

(1) *Construction sites; public utility projects; public works.*

a. *Construction sites; public utility projects.* The criteria, as set forth in section 146-8, shall not apply to construction sites and public utilities projects during the daytime hours from Monday through Saturday, inclusive; ~~provided, however, that noise production shall be minimized through proper equipment operation and maintenance~~provided, however, that noise production shall be minimized through proper equipment operation, maintenance or modifications thereto. Stationary equipment on construction projects lasting more than ten days within residential districts shall be shielded or located so as not to cause unnecessary noise.

b. *Variance for certain construction sites and utility projects.* A construction site or utility project may seek a variance exempting such site/project from the noise limitations set forth in §146-8 if public convenience so requires or if the site/project operations by its nature, extends beyond the time and day limitations of §146-6(1)(a), according to the following process:

1. Written application shall be made to the Director of Public Works, or designee, at least 10 calendar days prior to site/project start; and
2. The Director of Public Works shall, in consultation with the Health Director, review the site/project location and the probable noise impact on residential areas; and
3. Applicant shall ensure noise production is minimized through proper equipment operation, maintenance or modifications thereto as required by the Director of Public Works or Health Director; and
4. The Director of Public Works and/or Health Director shall place such terms and conditions upon any variance approval as will protect the health and welfare of the public. Failure to abide by such terms and conditions shall result in revocation of the variance.
5. Approval and denial of any application shall be in writing; and
6. If the variance is granted, applicant shall notify all property owners as identified by the Health Director prior to commencement of the site/project; and

7. Application denials may be appealed to the Board of Public Works within 10 days of the date of denial.

~~b~~c. *Public works operation.* City public works maintenance and operations projects shall be exempt from the criteria set forth in section 146-8; provided, however, that noise production shall be minimized through proper equipment operation and maintenance.

~~c~~d. *Brown County US 41 Project.* The criteria set forth in section 146-8 shall not apply to construction activities that are a part of the State of Wisconsin Department of Transportation Brown County US 41 project. This exemption shall terminate upon the final completion of said project.

(2) *Emergency operations.* Emergency short term operations which are necessary to protect the health and welfare of the citizens, such as emergency utility and street repair, fallen tree removal, snow removal or emergency fuel oil delivery, shall be exempt from the criteria as set forth in section 146-8, provided that reasonable steps shall be taken by those in charge of such operations to minimize noise emanating from such operations.

(3) *Noises required by law.* The provisions of section 146-8 shall not apply to any noise required specifically by law for the protection, health, welfare or safety of people or property.

(4) *Lawn mowers; garden tools; powered equipment.* Powered equipment such as lawn mowers, small lawn and garden tools, riding tractors and snow removal equipment which is necessary for the maintenance of property, is kept in good repair and maintenance, and which equipment, when new, would not comply with the standards set forth in this article, shall be exempted from the provisions of section 146-8. No person shall operate such equipment, with the exception of snow removal equipment, during the hours of 10:00 p.m. through 7:00 a.m. inclusive.

(5) *Outdoor religious, educational or recreational activities.* Reasonable activities conducted on public or private grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to, religious, educational or recreational activities or events.

(6) *Other outdoor events.* Outdoor gatherings, public dances, shows and sporting events, and other similar outdoor events, provided that a permit has been obtained from the appropriate permitting authority.

(7) *Airplanes.* Aircraft operations which are controlled specifically by federal law and enforcement shall be exempted from the provisions of this article.

(8) *Bells and chimes.* Bells, chimes and similar devices which signal the time of day and operate during the daytime hours for a duration of no longer than 15 minutes in any given one-hour period shall be exempt from the noise limitations.

RESOLUTION #12-89

AUTHORIZING DIVISION OF PUBLIC HEALTH CONTRACT AGREEMENT
PUBLIC HEALTH PREPAREDNESS - DPH CONTRACT #21391

WHEREAS, the City of De Pere is eligible for and has received funding from the State of Wisconsin Division of Public Health of the Department of Health and Family Services, funding in an amount not to exceed $34,124.00 in 2012 for the following program:

- Public Health Preparedness; and

WHEREAS, the Agreement setting forth the terms and conditions of receiving such funding is attached hereto and incorporated as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Division of Public Health Contract Agreement #21391(Exhibit A) together with subsequent renewals thereof provided the terms and conditions are substantively similar.

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 7th day of August, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

DIVISION OF PUBLIC HEALTH
CONTRACT AGREEMENT
DPH CONTRACT 21391

Contract Preamble

This Contract Agreement is entered into for the period **08/01/2012 through 06/30/2013**, by and between the State of Wisconsin represented by its Division of Public Health of the Department of Health Services, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and **DePere Department of Public Health** , whose principal business address is **335 South Broadway, DePere, WI 54115,** hereinafter referred to as Contractee.

The Contractee address above is the address to which payments shall be mailed. If any legal notices required to be sent to the Contractee in the execution of this Contract Agreement should be sent to an address different from the Contractee address noted above, that address should be provided below:

____
____
____

Whereas, the Contractor wishes to purchase services from the Contractee as it is authorized to do by Wisconsin law; and whereas, the Contractee is engaged in furnishing the desired services; now, therefore, the Contractor and the Contractee agree as follows:

I. SERVICES TO BE PROVIDED

The Contractee agrees to provide services consistent with the purposes, conditions and restrictions under which it receives funding. A detailed description of the services to be provided and Contractee's means of delivering them is part of this Contract Agreement as listed in the Agreement Addendum Exhibit(s), which is/are attached to and/or incorporated in this Agreement by reference.

II. CONTRACT ADMINISTRATION

The Contractor's Contract Administrator is **Public Health Emergency Preparedness Grants Manager** of the Division of Public Health, whose principal business address is **1 West Wilson Street, PO Box 2659, Madison, WI 53703.** The telephone number of the Contractor's Contract Administrator is (608) 266-9376. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractor will contact the Contractee and designate a new Contract Administrator.

The Contractee's Contract Administrator is **Mary Dorn,** whose principal business address is **335 South Broadway, DePere, WI 54115.** The telephone number of the Contractee's Contract Administrator is (920) 339-4054. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractee will contact the Contractor and designate a new Contract Administrator.

III. PAYMENT LIMIT

The Contractor agrees to pay the Contractee in accordance with the terms and conditions of this Contract Agreement, an amount not to exceed **$34,124.** This amount is contingent upon receipt of sufficient funds by the Contractor.

The Contractor will not make payments for costs in excess of the Contract Agreement amounts or for costs incurred outside the Contract period. Further, the Contractor will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.

IV. PAYMENT FOR SERVICES

A. The Contractor, following execution of this Contract Agreement, but not prior to the first day of the contract period, may pay to the Contractee one month's estimated operating costs of the Contract amount for each of the first three months of this Agreement. If such prepayments are made, these prepayments may be recovered from future payments due the Contractee under this Agreement.

B. Payments will be made monthly based on expense reports submitted by the Contractee on the DES F-80862 CARS Expenditure Report. Claims for reimbursement of allowable costs shall be submitted to the Department not later than the fifteenth (15th) day of the month following the month in which costs are incurred. The Contractee shall report, by Contractor assigned profile number, all allowable costs plus any required matching funds stipulated in the reporting instructions for this Contract which are incorporated by reference. See DHS Allowable Cost Policy Manual that is available for viewing at: http://www.dhs.wisconsin.gov/grants/Administration/AllowableCost/ACPM.htm.

C. The Contractee shall submit the request for reimbursement (DES F-80862) to the BFS/CARS Unit, Department of Health Services, Division of Enterprise Services, PO Box 7850, Madison WI 53707-7850, with one copy to the Contract Administrator. Payments and reported expenses will be reconciled by the Department in accordance with state procedures.

D. Expense Reports received timely (by the 15th of the month) will be reviewed and processed buy the 20th of the following month.

E. All Payments will be made as electronic funds transfer. Non-municipalities (Non-Profit, UW Departments, other state agencies) will receive their deposit on the 1st of the month or the first banking day following the scheduled payment date, whichever is later. Municipalities (counties, cities, villages) will receive their deposit on the 5th of the month or the first banking day following the scheduled payment date, whichever is later. CARS agency reports are available not less than five days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type to reconcile to the electronic funds transfer deposited into your account.
http://apps.health.wisconsin.gov/cars/GetIndexServlet

F. Payments made to the Contractee, including prepayments made in accordance with the preceding Item A and expense reimbursement shall not exceed the total Agreement amount.

G. If the Contractor determines, after notice to the Contractee and opportunity to respond, that payments were made that exceeded allowable costs, the Contractee shall refund the amount determined to be in excess within 30 days of invoicing or notification by the Department. The Contractor may, at its sole discretion, effectuate such refund by withholding money from future payments due the Contractee at any time during or after the Contract period. The Contractor also may recover such funds by any other legal means.

V. PROGRAM REPORTING

A. The Contractee shall comply with the program reporting requirements of the Contractor. The required reports shall be forwarded to the Contractor's Contract Administrator according to the schedule established by the Contractor.

B. Failure to submit the reports specified in the reporting instructions may result in the Contractor rendering liquidated damages pursuant to Section XVII of this contract.

VI. STATE AND FEDERAL RULES AND REGULATIONS

A. The Contractee agrees to meet State and Federal laws, rules and regulations, and program policies applicable to this Contract Agreement.

B. The Contractee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

C. Affirmative Action Plan

1. An Affirmative Action Plan is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balanced workforce, specific and measurable, having an implementation target date between six months and two years, and having a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to regularly measure progress.

2. An Affirmative Action Plan is required from a Contractee who receives a contract from the Contractor in the amount of $25,000 or more and who has a workforce of twenty-five (25) or more employees as of the award date, unless the Contractee is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over $25,000, must submit Affirmative Action Plans in the same manner as other Contractees.

3. In addition, for contracts of twenty-five thousand ($25,000) or more, regardless of workforce size, the Contractee shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Contractees are to contact the Affirmative Action/Civil Rights Compliance Office, Department of Health Services, One West Wilson Street, Room 561, PO Box 7850, Madison WI 53707-7850, for technical assistance on Equal Opportunity.

D. Civil Rights Compliance

1. For contracts for the provision of services to clients, the Contractee must comply with Civil Rights requirements. Contractees with an annual workforce of less than twenty-five (25) employees, regardless of contract amount, and Contractees with contracts of less than $25,000 are not required to submit a Civil Rights Compliance Action Plan; however, they must submit a Civil Rights Compliance Letter of Assurance. Contractees with an annual workforce of twenty-five (25) employees or more and contract agreements of $25,000 or more shall submit a written Civil Rights Compliance Plan which covers a three-year period within fifteen (15) working days of the award date of the agreement or contract.

2. The Contractee assures that it has submitted to the Contractor's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this Contract Agreement period.

3. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin,

sexual orientation, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Contractee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

4. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees of the Contractee are expected to support goals and programmatic activities relating to non-discrimination in employment.

5. The Contractee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to the Contractor's standards and the Contractee shall post the complaint process notice translated into the major primary languages of the limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Contractee shall not request interpretation services from family members, friends and minors.

6. The Contractee agrees to comply with the Contractor's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003)) or subsequent revisions.

7. Requirements herein stated apply to any subcontracts or grants. The Contractee has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that subcontractor.

8. The Contractor will monitor the Civil Rights Compliance of the Contractee. The Contractor will conduct reviews to ensure that the Contractee is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan for Profit and Non-Profit Entities, DWSD- 14045 (R. 11/2003). The Contractee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Contractee, as well as interviews with staff, clients, and applicants for services, subcontractors, providers, and referral agencies. The reviews will be conducted according to Department procedures. The Contractor will also conduct reviews to address immediate concerns of complainants.

9. The Contractee agrees to cooperate with the Contractor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

E. The Contractee agrees that it will: (1) hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaints or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

VII. PRIVACY AND CONFIDENTIAL INFORMATION

A. The Contractee shall not use Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Contractee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

B. Contractee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

C. Contractee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractee on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.

D. If requested by the State, Contractee shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement.

E. Definitions used herein:

1. "Confidential Information" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; (iii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information designated as confidential in writing by the State.

2. "Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

3. "Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

VIII. SUBCONTRACTS

A. The Contractee may subcontract all or part of this Contract Agreement as agreed to during contract negotiation. The Contractor reserves the right of approval for any subcontracts and the Contractee shall report information relating to subcontracts to the Contractor. A change in a subcontractor or a change from direct service provision to a subcontract may only be executed with the prior written approval of the Contractor. In addition, Contractor approval may be required regarding the terms and conditions of the subcontracts, and the subcontractors selected. Approval of the subcontractors will be withheld if the Contractor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided and costs billed.

B. The Contractee retains responsibility for fulfillment of all terms and conditions of this Contract Agreement when it enters into sub-contractual agreements and will be subject to enforcement of all the terms and conditions of this Agreement.

IX. GENERAL PROVISIONS

A. Any payments of monies to the Contractee by the Contractor for services provided under this Contract Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.

B. The Contractee shall conduct all procurement transactions in a manner that provides maximum open and free competition.

C. The Contractee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract Agreement without the written consent of the employer of such person or persons and of the Contractor.

D. This Contract Agreement is voidable if the Contractee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Wis. Stats. This disclosure is required to be made to the State of Wisconsin Government Accountability Board, 44 East Mifflin Street, Suite 601, Madison WI 53703, [Telephone (608) 266-8123].

E. If the Contractee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.

F. The Contractee agrees that funds provided under this Contract Agreement shall be used to supplement or expand the Contractee's current public health service efforts, not to replace or allow for the release of available local (Contractee) funds for alternative uses.

X. ACCOUNTING REQUIREMENTS

A. For Contract Agreements of twenty-five thousand dollars ($25,000) or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See DHS' Allowable Cost Policy Manual, available upon request from the Contract Administrator or from the Audit Section, Office of the Inspector General, Department of Health Services, One West Wilson Street, PO Box 309, Madison WI 53701-0309.)

B. For Contract Agreements of less than twenty-five thousand dollars ($25,000), the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's Allowable Cost Policy Manual.

C. The Contractee 's accounting system shall allow for accounting for individual contracts or grants, permit timely preparation of expenditure reports (required by the Contractor as defined in Section IV), and support expenditure reports submitted to the Contractor.

D. The Contractee shall reconcile costs and match to expenses recorded in the Contractee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Contractor upon request. The Contractee shall retain the reconciliation documentation in accordance with the record retention requirement specified in Section XV.

E. Expenditures of funds from this Contract Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual.

XI. CHANGES IN ACCOUNTING PERIOD

A. The Contractee's accounting records are maintained on a fiscal year basis, beginning on the date indicated in the CARS Payment Information section of this contract. During the contract period, the accounting period may only be changed with prior written approval from the Contractor. The Contractor may approve a change in accounting period only if the Contractee has a substantial, verifiable business reason for changing the accounting period and agrees to submit a closeout audit, as defined in section (XIII, H), within 90 days after the first day of the new accounting period.

B. Proof of Internal Revenue Service approval shall be considered verification that the Contractee has a substantial business reason for changing its accounting period.

C. A change in accounting period shall not relieve the Contractee of reporting or audit requirements of this Contract Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

XII. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the Contractee for fire and extended coverage of any equipment funded under this Contract Agreement which the Contractor retains ownership of, and which is in the care, custody and control of the Contractee.

B. The Contractor shall have all ownership rights in any hardware funded under this Contract Agreement or supplied by the Contractor and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Agreement. The Contractee is responsible for keeping all of Contractor's property secure from theft, damage or other loss.

C. The Contractee agrees that if any materials are developed under this Contract Agreement, the Contractor shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Agreement, shall be promptly and fully reported to the Contractor.

XIII. AUDIT REQUIREMENTS

A. Requirement to Have an Audit: Unless waived by the Contractor, the Contractee shall submit an annual audit to the Contractor if the total amount of annual funding provided by the Contractor (from any and all of its Divisions taken collectively) through this and other contracts is $25,000 or more. In determining the amount of annual funding provided by the Contractor, the Contractee shall consider both: (a) funds provided through direct contracts with the Contractor; and (b) funds from the Contractor passed through another agency which has one or more contracts with the Contractee.

B. Audit Requirements: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, issued by the U.S. Government Accountability Office; and the Department of Health Services Audit Guide (www.ssag.state.wi.us).

1. The audit shall also comply with the requirements in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" if the agency meets the criteria for needing a federal single audit.

C. Reporting Package: The Contractee shall send to the Contractor a reporting package which includes the following:

1. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractee.

2. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) ***or*** written assurance that a Management Letter was not issued with the audit report.

3. Management responses/corrective action plan for each audit issue identified in the audit.

D. Sending the Reporting Package: The Contractee shall send one copy of the required reporting package to the Contractor either: (a) within nine (9) months of the end of the Contractee's fiscal year if the Contractee is a local government, or (b) within 180 days of the end of the Contractee's fiscal year for non-governmental Contractee agencies. Reports sent to DHS may be in either paper or electronic pdf format. Paper copies of audit reports may be sent to the following address:

Attn: DHS Auditors
Office of the Inspector General
Department of Health Services
1 West Wilson Street, Room 253
PO Box 309
Madison WI 53701-0309

Reports in pdf format may be sent to DHS Auditors at the following email address:
DHSAuditors@Wisconsin.gov

E. Access to Auditor's Work Papers: When contracting with an audit firm, the Contractee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

F. Access to Contractee Records: The Contractee shall permit appropriate representatives of the Department and/or the Contractor to have access to the Contractee's records and financial statements as necessary to review Contractee's compliance with the Federal and State requirements for the use of the funding.

G. Failure to Comply with the Requirements of this Section: In the event that the Contractee fails to have an appropriate audit performed or fails to provide a complete audit report to the Contractor within the specified timeframes, in addition to applying one or more of the liquidated damages available in Section XVII of this contract, the Contractor may:

1. Conduct an audit or arrange for an independent audit of the Contractee and charge the cost of completing the audit to the Contractee;

2. Charge the Contractee for all loss of Federal or State aid or for penalties assessed to the Contractor because the Contractee did not submit a complete audit report within the required timeframe; and/or

3. Disallow the cost of audits that do not meet these standards.

H. Closeout Audits:

1. A specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Contractee ceases operations or when the Contractee changes its accounting period (fiscal year). The purpose of the audit is to closeout the short accounting period. The required closeout audit may be waived by the Contractor upon written request from the Contractee, except when the agreement is terminated for cause. The required closeout audit may not be waived when an agreement is terminated for cause.

2. The Contractee shall ensure that its auditor contacts the Contractor prior to beginning the audit. The Contractor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Contractor, is the responsibility of the Contractee.

3. The Contractor may require a closeout audit that meets the audit requirements specified in Section XIII, Subsection H. 2. In addition, the Contractor may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.

4. All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

XIV. OTHER ASSURANCES

A. The Contractee shall notify the Contractor in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractee, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

B. The Contractee shall notify the Contractor, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars ($500), or when total past due liabilities to any one or more vendors exceed one thousand dollars ($1000), related to the operation of this Contract Agreement for which the Contractor has reimbursed or will reimburse the Contractee. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractee to resolve the dispute.

C. The Contractor may require written assurance at the time of entering into this Contract Agreement that the Contractee has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the Contractor.

D. The Contractee certifies that neither the Contractee organization nor any of its principals are debarred, suspended, or proposed for debarment for Federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Contractee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

XV. RECORDS

A. The Contractee shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. Records shall be retained for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit, dispute or litigation, and any associated appeal periods, have ended.

B. The Contractee will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of the Contractor and its authorized agents, and Federal agencies, in order to confirm the Contractee's compliance with the specifications of this Contract Agreement.

C. The Contractee agrees to retain and make available to the Contractor all program and fiscal records in accordance with the retention period specified in paragraph 1 above. Upon the Contractor's request, at the expiration of the Contract Agreement, the Contractee will transfer at no cost to the Contractor, records regarding the individual recipients who received services from the Contractee under this Agreement.

D. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

E. The Contractee and its subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide the services under this Contract Agreement.

XVI. AGREEMENT REVISIONS AND/OR TERMINATION

A. The Contractee agrees to re-negotiate with the Contractor this Contract Agreement or any part thereof in such circumstances as:

1. Increased or decreased volume of services;
2. Changes required by State and Federal law or regulations, or court action; or,
3. Increase or reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a re-negotiated Contract Agreement under these circumstances is cause for the Contractor to terminate this Agreement.

B. This Contract Agreement can be terminated for any reason by a 30-day written notice by either party.

C. Revision of this Contract Agreement may be made by mutual agreement. The revision will be effective only when the Contractor and Contractee attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or grant award amount, where such increase in funds is for the same purpose as originally agreed upon, the Agreement may be amended by a unilateral amendment made by the Contractor.

D. The Contractee shall notify the Contractor whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the Contractor shall determine whether such inability will require revision or termination of this Contract Agreement.

E. If the Contractor finds it necessary to terminate this Agreement prior to the stated expiration date for reason other than non-performance by the Contractee, actual costs incurred by the Contractee may be reimbursed for an amount determined by mutual agreement of both parties. Fiscal liabilities that the Contractor may have to its funding sources because of the Contractee's service performance or fiscal practices shall be a controlling factor in arriving at a reimbursement agreement.

F. The Contractor reserves the right, upon careful examination, to reduce the total amount of the Contract Agreement due to significant under spending by the Contractee. All such Contract Agreement reductions will become effective upon thirty (30) days written notice to the Contractee and shall not relieve the Contractee of any programmatic requirements.

XVII. NON-COMPLIANCE, LIQUIDATED DAMAGES AND REMEDIAL MEASURES

A. Failure to comply with any part of this Contract Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Contractee's participation in the Agreement if the Contractor determines it is necessary to protect the interests of the state.

B. The Contractee shall provide written notice to the Contractor of all instances of non-compliance with the terms of this Agreement by itself or its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Contractee knows, or should have known, about the non-compliance. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Contractee shall provide the Contractor with a plan to correct the non-compliance. At its sole discretion, the Contractor may take whatever action it deems necessary to protect the interests of the state, including withholding part or all of the Contractee's funding, if it reasonably believes that the non-compliance is continuing or will reoccur.

C. If Contractor determines that non-compliance with the requirements in this Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever liquidated damages or remedial measures it deems necessary to protect the interests of the state. Such liquidated damages and measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph A above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.

D. If audits are not submitted when due, the Contractor may take action as provided in section XIII of this Agreement.

E. If required statistical data, reports and other required information, other than audits, are not submitted when due, the Contractor may withhold all payments that otherwise would be paid the Contractee under this Agreement until such time as the reports and information are submitted.

XVIII. DISPUTE RESOLUTION

If any dispute arises between the Contractor and Contractee under this Contract Agreement, including the Contractor's finding of non-compliance and imposition of liquidated damages or remedial measures, the following process will be the exclusive administrative review.

A. The Contractor's and Contractee's Contract Administrators will attempt to resolve the dispute.

B. If the dispute cannot be resolved by the Contract Administrators, the Contractee may ask for review by the Administrator of the Division in which the Contractor's Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department.

C. If the dispute is still not resolved, the Contractee may request a final review by the Secretary of the Department.

XIX. FINAL REPORT DATE

A. The due date of the final fiscal report shall be ninety (90) days after the Contract Agreement period ending date.

B. Expenses incurred during the Contract Agreement period but reported later than ninety (90) days after the period ending date will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

XX. INDEMNITY

The Contractor and Contractee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

XXI. SURETY BOND

The Contractor may require the Contractee to have a surety bond. The surety bond shall be in force for the period of the Contract Agreement and shall be a reasonable amount to be determined by the Contractor. The amount of the bond shall be no less than the amounts of any pre-payments under this Agreement.

XXII. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This Contract Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the Contractor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.

B. The Contractor and Contractee understand and agree that no clause, term or condition of this Contract Agreement shall be construed to supersede the lawful powers or duties of either party.

C. It is understood and agreed that the entire Contract Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XXIII. TIMELY CONTRACT SIGNING

This Contract Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Contractee's and Contractor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

______________________________ ______________

Contractee's Authorized Representative — Date

Mayor Michael J. Walsh, City of De Pere

______________________________ ______________

Contractor's Authorized Representative — Date

Sandra L. K. Breitborde, MA, MS
Deputy Administrator
Division of Public Health
Department of Health Services

CARS PAYMENT INFORMATION

The information below is used by the Department's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Contract Agreement.

Agency Name	DePere Department of Public Health	
Agency Number	472779	
Agency Type	360	
Contract Period	08/01/2012 through 06/30/2013	
Contract Amount	$34,124	
Profile ID#	155015	Public Health Emergency Preparedness and Response
Amount	$34,124	
DPH Contract	21391	
CFDA #:	93.069 Public Health Emergency Preparedness	

State of Wisconsin
Department of Health Services

Scott Walker, Governor
Dennis G. Smith, Secretary

Local Public Health Preparedness Contract
August 1, 2012 – June 30, 2013

Background Information
In March of 2011, CDC developed 15 capabilities to serve as national public health preparedness standards. Wisconsin will identify three of these capabilities to be addressed statewide each year during the five-year Public Health Preparedness Cooperative Agreement. The Wisconsin Public Health Preparedness Program has identified three CDC Capabilities that will be the focus during the first contract year (August 1, 2012-June 30, 2013):

- #3 Emergency Operations Coordination
- #4 Emergency Public Information and Warning
- #6 Information Sharing

The identification of these three Capabilities was based on the results of a Local Capabilities Assessment completed by all Local Public Health Agency (LPHA)/Tribes during the 2011 year, guidance from the Wisconsin Public Health Preparedness Advisory Committee and Local Coordination Committees, and consensus among the Public Health and Hospital Preparedness Programs.

In addition, the Preparedness Program realizes that agencies address the following Capabilities in their daily, local public health functions and practices as well as routine public health planning and response;

- #8 Medical Countermeasures Dispensing
- #13 Public Health Surveillance and Epidemiologic Investigation

Completion of the Capabilities Planning Guide (CPG) will measure your progress in closing gaps in the Capabilities and serve as the LPHA contract deliverable.

Program Goal and Implementation Activities (August 1, 2012-June 30, 2013)
Throughout the 2012-2013 contract years, all agencies will work to close gaps identified in the **three** Capabilities (#3, 4, & 6) by completing the following activities.

Each agency will:

1. Determine its gaps in the Emergency Operations Coordination, Emergency Public Information and Warning, and Information Sharing Capabilities
2. Use its Capabilities Assessment results to identify areas of improvement
3. Review the functions, tasks, plans, skills/training, and equipment gaps within the three Capabilities
4. Prioritize which gaps the agency will address
5. Select at least <u>three</u> gaps per Capability to improve during the contract year
6. Determine if the gaps are best filled by creating or revising plans and protocols, trainings, exercising or obtaining needed equipment
7. The agency will create or modify plans, coordinate trainings and exercises, and obtain resources to close identified gaps
8. Complete the online Capabilities Planning Guide provided by DPH

Local Agency Contract Deliverables
During the first year of the Cooperative Agreement all agencies will complete the following contract deliverables by June 30, 2013. The deliverables are:

1. Completion of the Capabilities Planning Guide (CPG) via a Division of Public Health (DPH) provided online tool.

2. Completion of the CDC Strategic National Stockpile Local Technical Assistance Review (LTAR).

3. Participation in a Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise or real event and posting the After Action Report to the Partner Communication and Alerting (PCA) Portal.

4. Participation in a mid-year discussion with Preparedness Program staff regarding progress to close Capabilities gaps, needs, and sharing of best practices.

5. As feasible, participate in Preparedness meetings, expert panels, health coalitions, and workgroups.

6. Provide information as requested to meet CDC or Programmatic requirements (i.e. Point of Dispensing Standards (POD), and fiscal information).

7. Enter and maintain 3 to 5 emergency contacts via the PCA Portal Alerting (Everbridge) system.

8. Agencies will continue to ensure staff is trained: on the use of Personal Protective Equipment (PPE), and on the National Incident Management System (NIMS) and Incident Command System (ICS) as needed.

Division of Public Health (DPH) provided Tools/Training/Technical Assistance
DPH will:

- Provide an online CPG Tool for local agencies to complete as their contract deliverable via the PCA Portal.
- Facilitate and deliver at least the following trainings:
    - PCA Portal Training
    - Alerting Training
    - Webcast CPG Training
    - Webcast Capabilities Training for: Emergency Operations Coordination, Emergency Public Information Sharing, and Information Sharing
    - Incident Command System (ICS) 300 and 400 Level National Incident Management System (NIMS) Training
    - Crisis Communication Training- Dr. Vincent Covello
    - Webcast Strategic National Stockpile Trainings
- Share statewide and local results of the Hazard Vulnerability Assessment.
- Facilitate a Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise in each of the five public health regions, based on the Hazard Vulnerability Assessment scenario/results.
- Facilitate the sharing of best practices, resources, tools, and templates statewide.
- Work with the Local Coordination Committee and the Public Health Preparedness Advisory Committee (PHPAC) to develop a multi-year Statewide Training and Exercise Plan.

Reference: Centers for Disease Control and Prevention's (CDC) Public Health Preparedness Capabilities: *National Standards for State and Local Planning:* http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf

DE PERE HEALTH DEPARTMENT MEMORANDUM

TO: COMMON COUNCIL MEMBERS
MAYOR MICHAEL WALSH
LAWRENCE DELO, CITY ADMINISTRATOR

FROM: MARY L. DORN, HEALTH OFFICER/DIRECTOR Mary Dorn

SUBJECT: DIVISION OF PUBLIC HEALTH CONTRACT AGREEMENT 21391

DATE: 7/18/2012

Attached you will find a contract for 2012-2013 with the State of Wisconsin Division of Public Health from August 1, 2012 through June 30, 2013. Contract Agreement #21391 is for Public Health Preparedness funding being provided by the state through Federal funding to meet specified objectives for public health preparedness efforts. The funding received from this contract supplements mandated services and programs through state statutes that each health department shall provide. This grant is included in the 2012 and will be included in the 2013 Health Department budget. The revenue from this grant is represented under 100-43551 Health Matching Grant and expenditures associated with this grant are represented under the expense account, 100-54100-358 Preparedness Grant.

Detailed objectives are included with the contract. If you have any additional questions please contact me.

RESOLUTION #12-90

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF DE PERE ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT PLAN FOR TAX INCREMENTAL FINANCING DISTRICT NO. 9, CITY OF DE PERE

WHEREAS, the Redevelopment Authority of the City of De Pere (RDA) has, in adopting Resolution RDA12-01 (attached and incorporated by reference as Exhibit A), found as follows:

1. an area of the City's West Side Business District which is also within the proposed boundary of Tax Incremental Financing District No. 9 (TID #9), is in need of rehabilitation; and

2. the proposed Project Plan for TID #9 is feasible and in conformity with the 2010 Downtown Master Plan of the City of De Pere and is approved by the RDA for such rehabilitation; and

WHEREAS, the Plan Commission of the City of De Pere has taken all steps required by Wis. Stats. §66.1105 for the creation of a Tax Incremental Financing District as provided in the attached Resolution PC 12-01 of the Plan Commission of the City of De Pere Recommending the Adoption of the Proposed Boundaries of TID #9 and the Adoption of the TID #9 Project Plan (attached and incorporated as Exhibit B); and

WHEREAS, in accordance with all the recitations and findings in the above referenced Resolutions and the Common Council being aware of all proceedings of the Plan Commission and Redevelopment Authority in regard to the creation of TID #9 and the proposed West Side District Rehabilitation;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council, pursuant to Wis. Stats. §66.1105(4)(gm), hereby adopts and approves the Project Plan for TID #9, a copy of which is attached hereto and incorporated herein as Exhibit C and the Common Council specifically finds that the plan is feasible and in conformity with the Master Plan of the City of De Pere (the City of De Pere Comprehensive Plan of 2010) and the Downtown Master Plan of 2010.

BE IT FURTHER RESOLVED THAT:

The boundaries of the proposed TID #9 as set forth in the attached Project Plan, are hereby adopted and approved. The Common Council recognizing that the parcels within the TID #9 include only whole units of property as are assessed for general tax purposes.

BE IT FURTHER RESOLVED THAT:

The District created hereby shall be known as TID #9, City of De Pere, for identification purposes.

BE IT FURTHER RESOLVED THAT:

No less than 50% of the area of the real property within the boundaries of TID #9, City of De Pere, is in need of rehabilitation within the meaning of Wis. Stats. §66.1337(2m).

BE IT FURTHER RESOLVED THAT:

Improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District.

BE IT FURTHER RESOLVED THAT:

The project costs as contained in the Project Plan directly serve to rehabilitate the area described in TID #9 and the equalized value of taxable property of TID #9 plus the value increment of all existing districts does not exceed 12% of the total equalized value of taxable property within the City.

BE IT FURTHER RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

The Director of Planning and Economic Development is authorized and directed to schedule a meeting of the Joint Review Board not less than 10 days nor more than 30 days after their receipts of this resolution for the purpose of considering the approval of this resolution and the creation of TID #9, City of De Pere.

BE IT FURTHER RESOLVED THAT:

Upon approval of TID #9, City of De Pere and pursuant to Wis. Stats. §§66.1105(4k), the City Assessor is authorized and directed to calculate the value of the properties within TID #9, City of De Pere, as of the date of creation of such Tax Incremental Financing District of all relevant tax exempt city owned property within such District; further, that the City Clerk-Treasurer is authorized and directed pursuant to Wis. Stats. §66.1105(5)(b), to send an application to the Wisconsin Department of Revenue for certification of the Tax Incremental Financing District base.

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 7th day of August, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

REDEVELOPMENT AUTHORITY
RESOLUTION #RDA 12-01

APPROVING THE PROJECT BOUNDARIES AND PROJECT PLAN OF TAX INCREMENTAL FINANCING DISTRICT #9 FOR THE REHABILITATION OF A PORTION OF THE WEST SIDE BUSINESS DISTRICT

WHEREAS, the Redevelopment Authority of the City of De Pere has studied the location, condition of structures, land uses, environmental influences, lot sizes and economic conditions of an area of the City's west side business district described in the attached Tax Incremental Financing District #9 (TID #9) Project Plan; and

WHEREAS, the Project Boundaries of TID #9 as shown on the Project Plan identify an area with the City's west side business district that is in need of rehabilitation in the Project Plan; and

WHEREAS, the Redevelopment Authority has, prior to acting on this resolution, considered all statements or objections made at a duly convened joint meeting of and public hearing before the City Plan Commission and Redevelopment Authority on July 23, 2012 at 7:00 p.m. regarding such Project Plan and Project Boundaries; and

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

1. The area within TID #9 Project Boundaries is found and declared to be in need of rehabilitation.

2. That the Project Plan for TID #9, a copy of which is attached to this resolution, is hereby found to be feasible and in conformity with the Downtown Master Plan of the City of De Pere and is hereby approved by the Redevelopment Authority.

3. That the Chair of the Redevelopment Authority is hereby authorized and directed to submit a copy of this resolution to the City of De Pere Common Council and to

request that the Common Council take appropriate action to approve the TID #9 Project Plan and Project Boundaries.

Adopted by the Redevelopment Authority of the City of De Pere, Wisconsin, this 23rd day of July, 2012.

APPROVED:

William R Patzke

William Patzke
Redevelopment Authority Chair Pro Tem

Ayes: 5
Nays: 0

PLAN COMMISSION
RESOLUTION #PC 12-01

RECOMMENDING THE ADOPTION OF THE PROPOSED BOUNDARIES OF TAX INCREMENTAL FINANCING DISTRICT #9 AND THE ADOPTION OF THE TAX INCREMENTAL FINANCING DISTRICT #9 PROJECT PLAN

WHEREAS, the proposed project plan for Tax Incremental Financing District #9 was filed with the City Clerk-Treasurer on July 5, 2012 and made available for inspection on weekdays between the hours of 8:00 a.m. and 4:30 p.m., and to any person requesting a copy thereof; and

WHEREAS, a public hearing was scheduled pursuant to Wis. Stats. §66.1105(4)(e), which was held on July 23, 2012, affording interested parties a reasonable opportunity to express their views on the boundaries of the District and proposed project plan as provided at Wis. Stats. §66.1105(4)(a) and (e); and

WHEREAS, notice of such hearing was published by Class 2 publication in the City's official newspaper on July 5, 2012 and July 12, 2012; and

WHEREAS, all owners of property within the boundaries of the proposed Tax Incremental Financing District #9 were provided prior notice of the need for rehabilitation within the District boundaries by certified mail and/or by proper notice posting on the property at least fifteen (15) days prior to the public hearing and by Class 2 publication in the City's official newspaper; and

WHEREAS, a meeting pursuant to Wis. Stats. §66.1105(4)(m) of a Joint Review Board within fourteen (14) days after the publication of the first notice of the above referenced public hearing was held on July 16, 2012; and

WHEREAS, at the above referenced public hearing scheduled at the City Hall Council Chambers on July 23, 2012 at 7:00 p.m., the Plan Commission heard all interested parties, their agents and attorneys, regarding the plan for said District and the boundaries thereof and determined that the proposed Tax Incremental Financing District as proposed in the project plan and the boundaries of such District are in conformity with the City's Comprehensive Plan and are in the best interests of the City in order to foster logical and economic development in that part of the City;

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

> That the Plan Commission of the City of De Pere hereby recommends the designation of the District boundaries for Tax Incremental Financing District #9, City of De Pere, as those boundaries which are set forth in the project plan for such District, a copy of which is annexed hereto and incorporated herein as if fully set forth;
>
> BE IT FURTHER RESOLVED:
>
> That the Plan Commission of the City of De Pere hereby adopts the project plan or Tax Incremental Financing District #9, City of De Pere, as prepared and presented by Springsted, Inc. and City staff; further, that such project plan is hereby submitted to the Common Council of the City of De Pere in accordance with Wis. Stats. §66.1105(4)(f)

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 23rd day of July, 2012.

APPROVED:

Michael J. Walsh

Michael J. Walsh, Mayor
Plan Commission Chair

Ayes: 5

Nays: 0

City of De Pere, Wisconsin

Draft Tax Increment Project Plan

for

Tax Incremental Financing District No. 9

Recommended by the City Plan Commission
Expected: July 23, 2012

Adopted by the Common Council
Expected: August 7, 2012

Adopted by Joint Review Board
Expected: August 13, 2012

Prepared by:

SPRINGSTED INCORPORATED
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887
(651) 223-3000
WWW.SPRINGSTED.COM

Exhibit C

TABLE OF CONTENTS

Section A Introductions

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

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

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

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

It also must be found that:

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

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

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

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

The Project Plan for Tax Incremental Financing District No. 9, "the District," in the City of De Pere has been prepared in compliance with s. 66.1105(4), Wisconsin Statutes. TID No. 9 is defined by the boundary shown on Map 1 found on Page 12. Pursuant to s. 66.1105(4)(f), the Project Plan shall include:

- A statement listing the kind, number and location of all proposed public works or improvements within the district;
- an economic feasibility study;

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

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

The public works and improvement activities located within Tax Incremental Financing District No. 9 are listed on Table I found on page 3, which provides a listing of all District activities; and Map 3 on Page 14, which shows the location of the proposed project costs, public works and improvements. As development moves forward and specific project activities are undertaken, refinement in the scope of project activity, as well as preparation of plans and specifications will further define project activity costs. Some public improvements may occur off-site, but are necessary expenditures in terms of benefiting the TIF District. Project costs incurred for territory that is located within a one-half mile radius of the district's boundaries may also be financed tax increments. Any economic incentives granted will be consistent with the TIF statutory requirements.

A. Capital Costs for Development of the TID:

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

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

B. Administrative Costs:

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

C. Organization Costs:

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

D. Financing Costs:

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

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

TID NUMBER NINE - TABLE I
Proposed Project Costs, Public Works and Improvements

		YEAR				
	Costs	2012	2013	2014	2015-2037	Totals
Capital Costs:						
Site Preparation	1,500,000		250,000	250,000	1,000,000	1,500,000
Acquisition	1,000,000				1,000,000	1,000,000
Roads and Parking	4,000,000				4,000,000	4,000,000
Utilities	1,000,000				1,000,000	1,000,000
Sanitary Sewer						
Redevelopment	1,000,000		200,000	300,000	500,000	1,000,000
Landscape						
Wayfinding signage	75,000		75,000			75,000
Traffic Improvements	2,000,000				2,000,000	2,000,000
Subtotal	10,575,000		525,000	550,000	9,500,000	10,575,000
Incentive Costs						
Developer Cash Grants	3,000,000	650,000	500,000	500,000	1,350,000	3,000,000
Administrative Costs:						
City staff/consulting	75,000	10,000	10,000	10,000	45,000	75,000
10% Admin/Eng	75,000	10,000	10,000	10,000	45,000	75,000
Other Costs						
Contingency	200,000	25,000	25,000	25,000	125,000	200,000
Financing Costs:						
Interest costs of Money	2,000,000	250,000	250,000	250,000	1,250,000	2,000,000
Total Project Costs	**15,925,000**	**945,000**	**1,320,000**	**1,345,000**	**12,315,000**	**15,925,000**

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

Section C Local Action

Before a Tax Incremental Financing District can be created, the City Plan Commission must hold a public hearing(s) on the proposed creation of the District, the proposed boundaries thereof and the proposed Project Plan for the District. The public hearing on the creation of and the boundaries for the District may be held separately from or concurrent with a public hearing on the proposed Project Plan. The City has chosen to hold the public hearings concurrently. After the public hearing, the City Plan Commission must submit the recommended Tax Incremental Financing District boundaries and Project Plan to the local legislative body for action if it desires to create a District. Before adopting such resolution, the local legislative body may amend both the proposed District boundaries and Project Plan. The Public Hearing for the District has been scheduled for the Plan Commission on July 23, 2012. Notice of the Public Hearing shall be published in the De Pere News on July 5, 2012 and July 12, 2012. Blight letter and hearing date has also been sent to all property owners within the District. The resolution approving the District shall be introduced to the Common Council for approval on August 7, 2012.

State Statutes require the City seeking to create a Tax Incremental Financing District convene a Joint Review Board (JRB) to review the proposal. The first meeting of the JRB must be held within fourteen days after the Notice of the above-referenced hearing(s) is published. For any Tax Incremental Financing Districts proposed by the City of De Pere, the membership of the Joint Review Board shall consist of a representative chosen by the City, a representative chosen by the County, a representative chosen by the Technical College District, a representative chosen by the School District, and one public member. The public member and the chair of the JRB must be selected by a majority vote of the other JRB members. It is the responsibility of the JRB to review the public record, planning documents and the resolution passed by the local legislative body creating the District, and to either approve or not approve such resolution based on certain criteria by a majority vote after receiving the resolution. The first meeting of the JRB is scheduled for July 16, 2012, with the final meeting to act on the Common Council's resolution anticipated for Monday, August 13, 2012.

Capacity to Create Tax Incremental Districts

In 2004 the State Legislature amended the Tax Incremental Financing Law to allow up to 12% of the total equalized value of taxable property within the City be included within Tax Incremental Districts. The City of De Pere's 2011 total equalized value is 1,763,330,300. The City can include up to twelve percent (12%) of the total equalized value of the community in existing and new tax incremental finance districts. 12% of the City's equalized value is $211,599,636.

The City has 4 outstanding Tax Incremental Districts with $98,921,500 of equalized value. This district is expected to be $14,718,900 of value upon establishment with the addition of approximately $45,500,000 of incremental value. Therefore, this district can be created within the 12% capacity limit enacted by statute. The Department of Revenue will certify the values in the proposed tax incremental district to confirm compliance with this requirement.

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

Section D General Description of Tax Incremental District Number 9

The purpose of Tax Incremental Financing District Number 9 is to be the primary public financing tool for redevelopment of the City's downtown area within the City of De Pere. Within the boundaries of this Tax Incremental District are buildings suitable for redevelopment and rehabilitation, including new development and public infrastructure improvements. The area is approximately 18 acres in size. The project boundaries are described in the next section.

The proposed redevelopment project may include the acquisition and rehabilitation of certain buildings and areas within the District as proposed. The City anticipates facilitating the Downtown Master Plan through the use of tax incremental revenues of the District. As redevelopment activities occur within the District, the City reserves the ability to finance certain costs using available revenues. Proposed project costs within the district may also include public and private costs such as acquisition, site preparation, landscaping, parking, streets, roads, sidewalks, pedestrian improvements, utility improvements, public infrastructure improvements, future cash grants and other eligible costs associated with redevelopment of the District.

With the adoption of this Project Plan, the City Common Council is enabled to make TIF-eligible expenditures for development of this area, as well as off-site expenditures if they are related to the District.

Section E District Boundary

The boundaries of Tax Incremental Financing District Number 9 are shown on Map 1 on Page 13 and are further described in Appendix A. The District includes the properties with the following identification numbers and legal descriptions:

Parcel ID	Legal Description	Parcel ID	Legal Description
WD-917	PLAT OF W DEPERE THAT PRT OF LOT 12 DESC IN J4130-35 & PRT OF LOTS 11 & 12 DESC IN 1001 R 93 EX S 25 FT	WD-378	DEPERE CO'S ADD'N. LOT 17 BLK. 4
WD-389-2-1	9,279 SQ FT THAT PRT OF LOTS 1-4 BLK 8 & THAT PRT OF LOT 1 BLK 10 OF DEPERE IRON WORKS REPLAT OF DEPERE CO'S ADDN AS DESC IN J9421-26 EX 2280449	WD-377	DEPERE CO'S ADD'N. LOT 16 BLK. 4
WD-389-2	PRT OF LOTS 4-9 BLK 8 OF DEPERE IRON WORKS REPLAT OF DEPERE CO'S ADDN AS DESC IN 2280450	WD-376	DEPERE CO'S ADD'N. LOTS 14 & 15 BLK. 4
WD-389-3	37,336 SQ FT DEPERE IRON WORKS REPLAT OF BLKS 8 & 10 OF DEPERE CO'S ADDN LOTS 1-10 BLK 8 EX RR & EX W 25 FT OF LOT 1 & EX 229 D 433; ALSO LOTS 1-10 BLK 10 EX 36 MR 252 & EX 229 D 433 & EX RR; ALSO LOTS 2,4 & 6 EX S 20.3 FT BLK 12 DEPERE CO'S ADDN &	WD-375	DEPERE CO'S ADD'N. LOT 13 BLK. 4
WD-389-5	16,647 SQ FT DEPERE IRON WORKS REPLAT OF BLKS 8 & 10 OF DEPERE CO'S ADDN THAT PRT OF LOTS 5-10 BLK 10 & THAT PRT OF LOTS 2,4 & 6 BLK 12 AS DESC IN J4671-26	WD-374	DEPERE CO'S ADD'N. LOT 12 BLK. 4
WD-389-4	19,316 SQ FT DEPERE IRON WORKS REPLAT OF BLKS 8 & 10 OF DEPERE CO'S ADDN THAT PRT OF BLK 10 COM SW COR ELY 67.75 FT N27*30'E 93.8 FT N62*30'W 24.56 FT N81*41'W 43.5 FT N8*19'E 42.9 FT N81*41'W TO W LINE OF BLK 10 SLY ALG W LINE TO POB; ALSO ALL OF	WD-373	DEPERE CO'S ADD'N W1/2 OF LOT 10 & ALL OF LOT 11 BLK. 4
WD-388	DEPERE CO'S ADDN W 18 FT OF LOT 21 & ALL OF LOTS 22,23, 24,25,26,27 & 28 BLK 6 & S1/2 VAC ALLEY DESC IN J15054-04 ADJ NLY TO LOTS 24 THRU 28 BLK 6	WD-372	3,600 SQ FT DEPERE CO'S ADDN LOT 9 & E1/2 OF LOT 10 BLK 4

WD-387	DEPERE CO'S ADDN LOTS 12,13 14,15,16,17,18,19,20 & THE E 6 FT OF LOT 21 BLK 6 EX J15974-02	WD-371	DEPERE CO'S ADD'N. LOT 8 BLK. 4
WD-387-1	DEPERE CO'S ADDN LOTS 12,13 14 & E 12' OF LOT 15 BLK 6 & S1/2 VAC ALLEY ADJ NLY	WD-369	DEPERE CO'S ADDN LOTS 5,6 & 7 EX ELY 1 FT OF LOT 5 BLK 4
WD-386	14,400 SQ FT DEPERE CO'S ADDN LOTS 6,7, 8,9,10 & 11 BLK 6	WD-367	9,697 SQ FT DEPERE CO'S ADDN LOTS 1,2, 3, 4, & E 1 FT OF LOT 5 BLK 4
WD-381	DEPERE CO'S ADD'N. LOTS 1 & 2 & 3 & 4 & 5 BLK. 6	WD-906	PLAT OF W. DEPERE LOT 7 EX W 42 FT & EX SLY 8 FT SOLD TO CITY
WD-380	9,600 SQ FT DEPERE CO'S ADD'N. LOTS 19,20,21 & 22 BLK. 4	WD-907	PLAT OF W. DEPERE W 42 FT OF LOT 7 EX SLY 8 FT
WD-379	DEPERE CO'S ADD'N. LOT 18 BLK. 4	WD-908	PLAT OF W. DEPERE E 20 1/2 FT OF LOT 8 EX SLY 35 FT
WD-909	PLAT OF W. DEPERE W 45 1/2 FT OF LOT 8 EX SLY 35 FT	WD-930	PLAT OF W. DEPERE E 33 FT OF S 135 FT OF LOT 51 & S 135 FT OF LOT 52 & W 60 FT OF LOT 53 & S 62.5 FT OF W 12 FT OF LOT 54
WD-910	PLAT OF W. DEPERE E1/3 OF LOT 9 EX 779 R 546 & ALSO SLY 39 FT OF ELY 1 FT OF WLY2/3 OF LOT 9 EX 773 R 474 BCR	WD-928	PLAT OF W. DEPERE LOT 50 & W 27 FT OF LOT 51 & N 10 FT OF E 33 FT OF LOT 51 & N 10 FT OF W 12 FT OF LOT 54 & N 10 FT OF LOT 52
WD-911	PLAT OF W. DEPERE WLY2/3 OF LOT 9 EX SLY 39 FT OF ELY 1 FT & EX SLY 25 FT THEREOF	WD-926	PLAT OF W. DEPERE LOT 48 & PRT OF LOT 47 BNG A TRI. TRACT EXCEPTED IN 783 R 538 BCR & LOT 49
WD-912	3,120 SQ FT PLAT OF W. DEPERE E 40 FT OF LOT 10 EX 781 R 173	WD-925	PLAT OF W DE PERE LOT 47 EX TRI TRACT IN NE COR & EX PART IN 783 R 538
WD-913	PLAT OF W. DEPERE W 26 FT OF LOT 10 & E 28 FT OF LOT 11 EX SLY 25 FT THEREOF	WD-884	UNDERWOOD ADD'N. ELY 44 FT LOT 1
WD-915	PLAT OF W. DEPERE W 26 1/2 FT OF E 54.5 FT OF LOT 11 EX SLY 25 FT	WD-885	UNDERWOOD ADD'N. W 1/3 OF LOT 1
WD-918	PLAT OF W. DEPERE W 24 FT 5 INCHES OF E 56 FT OF LOT 12 EX SLY 25 FT	WD-886	UNDERWOOD ADD'N. E 1/3 OF LOT 2
WD-919	PLAT OF W. DEPERE W 10 FT OF LOT 12 & E 22 FT OF LOT 13 EX SLY 25 FT THEREOF	WD-887	UNDERWOOD ADD'N. W 44 FT OF LOT 2
WD-920	PLAT OF W. DEPERE E 43 FT OF W 44 FT OF LOT 13	WD-888	UNDERWOOD ADD'N. E 1/3 OF LOT 3
WD-921	PLAT OF W. DEPERE N 110 FT OF THE FOLLOWING: W 1 FT OF LOT 13 & E 20.5 FT OF LOT 14	WD-889	UNDERWOOD ADDN W2/3 OF LOT 3 & LOT 4 EX W 22 FT
WD-922	PLAT OF W. DEPERE W 22 1/2 FT OF E 43 FT OF N 110 FT OF LOT 14 & EASEMENT IN S 10 FT OF E 21 1/2 FT OF N 110 FT ALSO E 10 FT OF S 35 FT OF LOT 14& EASEMENT RIGHTS ETC IN S 10 FT OF E 21 1/2 FT OF N 110 FT & IN E 10 FT OF S 35 FT OF LOT	WD-890-1	UNDERWOOD ADD'N. W 22 FT OF LOT 4
WD-923	PLAT OF W. DEPERE W 23 FT OF N 110 FT OF LOT 14	WD-288	CARABIN'S ADD'N. LOT 17, 18, 19, & 20
WD-917-2	PLAT OF W. DEPERE S 35 FT OF LOT 8 & PRT OF E 22 FT OF LOT 9 DESC	WD-287	CARABIN'S ADDN LOT 16

	IN 779 R 546 & S 35 FT OF W 1 FT OF LOT 13 & S 35 FT OF LOT 14 LYG E OF W 56 FT & SLY 8 FT OF WLY 42 FT OF LOT 7		
WD-917-1	PLAT OF W. DEPERE S 35 FT OF W 56 FT OF LOT 14 & S 25 FT OF E 22 FT OF LOT 13 & S 25 FT OF LOT 11 & 12 & S 25 FT OF W 26 FT OF LOT 10 & S 25 FT OF W 44 FT OF LOT 9 ALSO 781 R 173 BCR	WD-286	CARABIN'S ADDN LOT 15
WD-917-1	$0	WD-283	10,285 SQ FT CARABIN'S ADD'N. LOT 12 & NLY 12.5 FT OF LOT 13 & NLY 85 FT OF LOT 14
WD-917-2	$0	WD-284	CARABIN'S ADDN LOT 13 EX NLY 12.5 FT & LOT 14 EX NLY 85 FT
WD-931	PLAT OF W. DEPERE E 72 FT OF LOT 53 EX 944 R 496 BCR	WD-281	.783 AC CARABIN'S ADD'N. PRT. OF LOTS 9 & 10 & ALL OF LOTS 11,30 & 31 & VAC. ALLEY DESC. AS LOT 1 IN 16 CSM 291
WD-933	PLAT OF W. DEPERE E 120 FT OF LOT 54	WD-279	.092 AC CARABIN'S ADD'N. PRT. OF LOTS 9 & 10 DESC. AS LOT 1 IN 16 CSM 239

Section F Economic Feasibility Study

Purpose

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

General Development Description

This section focuses on anticipated redevelopment activities of the District and corresponding projections of incremental new value. These projections have been prepared based on assumptions provided by the City and within the Downtown Master Plan.

The tax increment revenue projections in this section are based on the potential redevelopment of certain areas and buildings that accommodate the City's Master Plan. The redevelopment projections are based on information provided by the City and contained within the Downtown Master Plan, along with an understanding of the general market conditions and feasibility within the area. These projections are summarized in Table II below.

TID NUMBER 9 – TABLE II

Projected Redevelopment

PROJECT	Value	Square Feet	Expected Date of Construction
Redevelopment of Certain Areas	62,950,000		2012-2035
TOTAL VALUE INCREMENT	62,950,000		

The City has estimated that the project will create incremental new value of approximately $62,950,000. Any future redevelopment projects with private developers may be required to enter into an assessment agreement to guarantee redevelopment values. Estimates of incremental new value of the project area are based on estimated redevelopment opportunities.

The objective of the District creation is to facilitate the redevelopment of City's downtown area, which has been estimated to create a total of $62.950 million in incremental value. We anticipate that prospective developers may be required to sign individual development agreements prior to any City-incurred development expenditures, specifically any cash grants. The economic feasibility projections are based on the utilization of approximately 27 years of the allowed tax increment collection period, which is the maximum for Districts in need of rehabilitation or conservation work.

The economic feasibility analysis should be considered as a baseline projection that is annually monitored to ensure projected targets are met. The purpose of the annual monitoring is to determine that total incremental value has been achieved rather than whether a specific identified project created those increments. Future public borrowing and/or expenditures should be based on this annual review process. It is the intent of this Project Plan to maximize the potential of Tax Incremental Financing District Number 9 to accomplish the estimated project and public improvements costs identified in Table I found on Page 3.

Table II and Map 5 summarize the development assumptions that have been used in the economic feasibility analysis. These projections have been prepared based on information received from City staff and provided within the Downtown Master Plan. The projections in Table II include assumptions on redevelopment value estimated for proposed projects. Assumptions of the taxable value are based on comparable real estate values in the area.

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

In compliance with the statutory requirements of tax incremental financing, a finding has been made that the private development activities projected would "not otherwise occur without the use of tax incremental financing." It must be understood that these projected private development increments will not naturally occur without the proactive implementation of this Project Plan. The implementers of the Project Plan will need to be aggressive in stimulating the identified private development projects. The posture cannot be to expect that private developers will have financially feasible projects without implementation of the public improvement activities identified in this Plan.

The economic feasibility analysis for Tax Incremental District Number 9 is presented in Tables I, II and III. Table III shows the projected tax increments from the District based on the development assumptions made in Table II. The projections assume the total incremental new value will be $62.95 million over the maximum term of the District.

TID Number 9 – TABLE III

Projected Tax Increment

City of De Pere, Wisconsin
Tax Incremental Financing District No 9
Preliminary Tax Increment Revenue Projections

Valuation Year	Annual Increased Value of Redevelopme	Annual Increased Value of New Improvements	Cumulative Value of New Buildings & Improvements	Cumulative Value with Inflation	Value Due to Personal Property	Total Estimated Taxable Value	Base Value	TID Value Increment	2011 Net Total Tax Rate	Annual Tax Increment Revenue /1000
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1/1/2012	-		-	-	-	14,718,900	14,718,900	-	22.340	-
1/1/2013	1,700,000		1,700,000	1,700,000	-	16,418,900	14,718,900	1,700,000	22.340	-
1/1/2014	1,750,000		3,450,000	3,501,000	-	18,219,900	14,718,900	3,501,000	22.340	-
1/1/2015	2,000,000		5,450,000	5,606,030	-	20,324,930	14,718,900	5,606,030	22.340	37,978
1/1/2016	2,500,000		7,950,000	8,274,211	-	22,993,111	14,718,900	8,274,211	22.340	78,212
1/1/2017	2,500,000		10,450,000	11,022,437	-	25,741,337	14,718,900	11,022,437	22.340	125,239
1/1/2018	2,500,000		12,950,000	13,853,110	-	28,572,010	14,718,900	13,853,110	22.340	184,846
1/1/2019	2,500,000		15,450,000	16,768,704	-	31,487,604	14,718,900	16,768,704	22.340	246,241
1/1/2020	2,500,000		17,950,000	19,771,765	-	34,490,665	14,718,900	19,771,765	22.340	309,478
1/1/2021	2,500,000		20,450,000	22,864,918	-	37,583,818	14,718,900	22,864,918	22.340	374,613
1/1/2022	2,500,000		22,950,000	26,050,865	-	40,769,765	14,718,900	26,050,865	22.340	441,701
1/1/2023	2,500,000		25,450,000	29,332,391	-	44,051,291	14,718,900	29,332,391	22.340	510,802
1/1/2024	2,500,000		27,950,000	32,712,363	-	47,431,263	14,718,900	32,712,363	22.340	581,976
1/1/2025	2,500,000		30,450,000	36,193,734	-	50,912,634	14,718,900	36,193,734	22.340	655,286
1/1/2026	2,500,000		32,950,000	39,779,546	-	54,498,446	14,718,900	39,779,546	22.340	730,794
1/1/2027	2,500,000		35,450,000	43,472,932	-	58,191,832	14,718,900	43,472,932	22.340	808,568
1/1/2028	2,500,000		37,950,000	47,277,120	-	61,996,020	14,718,900	47,277,120	22.340	888,675
1/1/2029	2,500,000		40,450,000	51,195,434	-	65,914,334	14,718,900	51,195,434	22.340	971,185
1/1/2030	2,500,000		42,950,000	55,231,297	-	69,950,197	14,718,900	55,231,297	22.340	1,056,171
1/1/2031	2,500,000		45,450,000	59,388,236	-	74,107,136	14,718,900	59,388,236	22.340	1,143,706
1/1/2032	2,500,000		47,950,000	63,669,883	-	78,388,783	14,718,900	63,669,883	22.340	1,233,867
1/1/2033	2,500,000		50,450,000	68,079,979	-	82,798,879	14,718,900	68,079,979	22.340	1,326,733
1/1/2034	2,500,000		52,950,000	72,622,379	-	87,341,279	14,718,900	72,622,379	22.340	1,422,385
1/1/2035	2,500,000		55,450,000	77,301,050	-	92,019,950	14,718,900	77,301,050	22.340	1,520,907
1/1/2036	2,500,000		57,950,000	82,120,081	-	96,838,981	14,718,900	82,120,081	22.340	1,622,384
1/1/2037	2,500,000		60,450,000	87,083,684	-	101,802,584	14,718,900	87,083,684	22.340	1,726,905
1/1/2038	2,500,000		62,950,000	92,196,194	-	106,915,094	14,718,900	92,196,194	22.340	1,834,563
Totals:	$ 62,950,000	$ -								$ 16,271,749

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

The retirement of the District, taking into consideration the assumptions identified in Table I (Proposed Project Costs, Public Works & Improvements) and Table II (Projected Redevelopment Assumptions), is based on the property tax collection that was in place at the time of the Public Hearing held on July 23, 2012.

The future redevelopment assumptions have been based on a review of market conditions that existed in 2012 and potential future redevelopment opportunities. It is expected and recommended that the City annually review the financial condition of Tax Incremental District Number 9. The economic feasibility analysis indicates that the District is feasible, provided the development assumptions have been achieved. The City should not spend at levels projected in Tables I and IV without developer agreements that guarantee repayment of expenditures or without a "risk assessment" that defines the maximum financial exposure the City finds acceptable. The City should analyze the fiscal condition of Tax Incremental Financing District Number 9 on the basis of how well the redevelopment assumptions are being met. Decisions to continue spending annually should be based on the status of the district. The City will only finance those project costs that are financially feasible and supported by new revenues generated by the project.

Section G Financing

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

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

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

Section H Existing Land Uses and Conditions

Map 2, found on Page 14, has been provided to give a general description of the conditions within the area. Map 4, found on page 16, is a zoning map that generally describes the existing uses within the District. These two maps should be used in combination when studying the Project Plan.

The map shows that more than fifty percent (50%) of the lands within the TIF boundary have been found to be in need of conservation or rehabilitation work. The purpose and intent of this district is to encourage mixed-use development.

Section I Proposed Land Use

The land use proposed in Tax Incremental District Number 9 is primarily commercial. The proposed TID will promote the orderly development and redevelopment within the City by reducing and/or eliminating under-utilized land uses, while remaining financially feasible for the City to replace such uses with more appropriate uses. Map 5 on Page 17 illustrates the proposed land uses within the district.

Section J Existing and Proposed Zoning

Map 4, found on Page 16, shows the TIF District boundary overlaid onto an existing zoning map.

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

Section K Building Codes and City Ordinances

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

Section L Relocation

The City anticipates that some acquisition may occur within this district, and if acquisition should occur within Tax Incremental District Number 9 which causes displacements, the City will conform to the requirements as set forth by the Department of Commerce in the State of Wisconsin Relocation Laws. If federal funds are used in the relocation process, the federal relocation process will also be followed.

Section M Estimated Amount of Bonded Indebtedness

The purpose of TID No. 9 is to assist with the redevelopment of certain buildings and areas within the City of De Pere's downtown. The creation of this district should provide a financial resource for the City to promote orderly redevelopment that otherwise may not be occurring, by providing new employment opportunities that would not otherwise be available, and, in general, promoting the public health, safety and general welfare. The redevelopment stimulated by the use of this TID shall increase the overall tax base of the City, increase employment, increase household income, and generally improve the quality of life in the City.

Section N Findings

A. A minimum of 50% of the area occupied by real property within TID No. 9 is an area in need of conservation or rehabilitation work.

B. The improvement of TID No. 9 is likely to significantly enhance the value of substantially all of the other real property in the district.

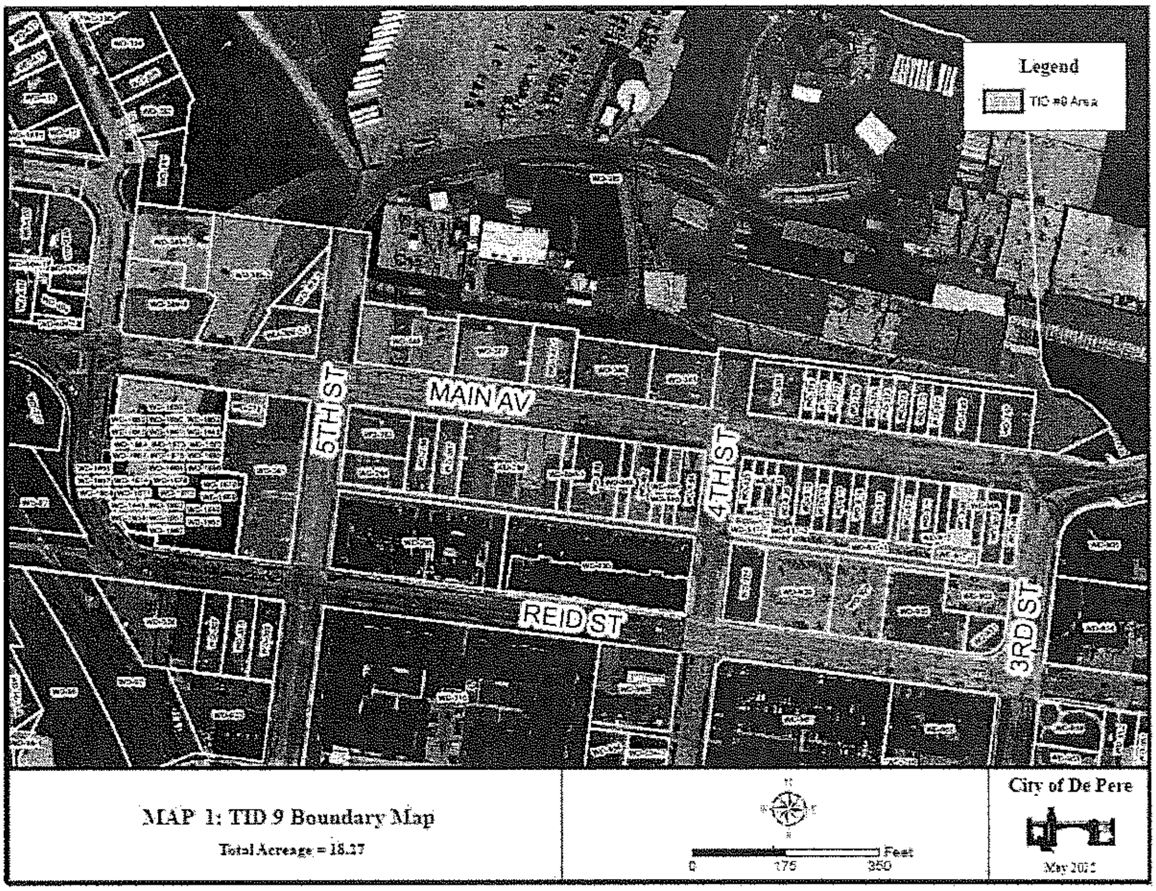
C. The project costs relate directly to promoting mixed use development, consistent with the purpose for which the district is created.

D. The equalized value of taxable property of TID No. 9, plus the value increment of all existing districts, does not exceed 12% of the total equalized value of taxable property within the City.

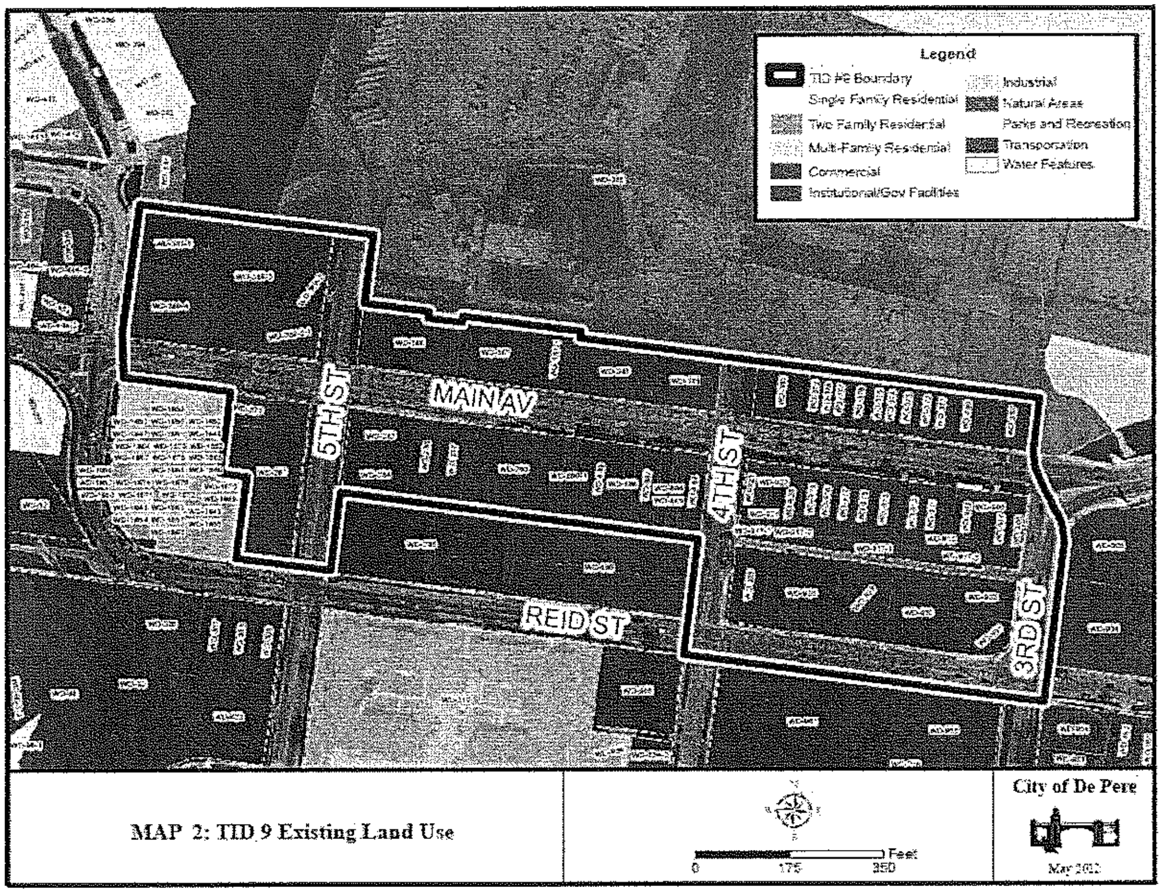
Section O City Attorney Opinion

The City Attorney for the City of De Pere, Wisconsin has reviewed the Project Plan for Tax Incremental Finance District Number 9, City of De Pere, Wisconsin, dated July 23, 2012, and has found that it is complete and complies with Section 66.1105, Wisconsin Statutes. The City Attorney letter is included as Appendix D.

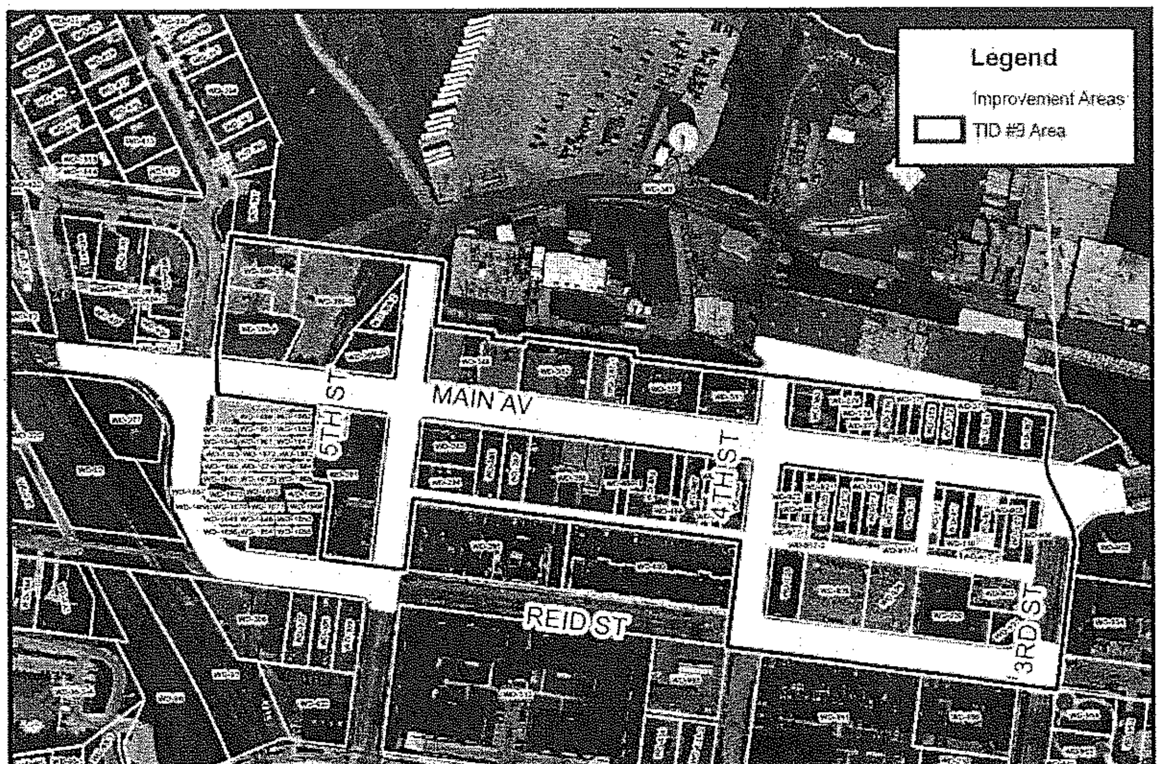
MAP 1 -- TAX INCREMENTAL FINANCING DISTRICT NUMBER 9 BOUNDARY



MAP 2 – EXISTING LAND USE & CONDITIONS

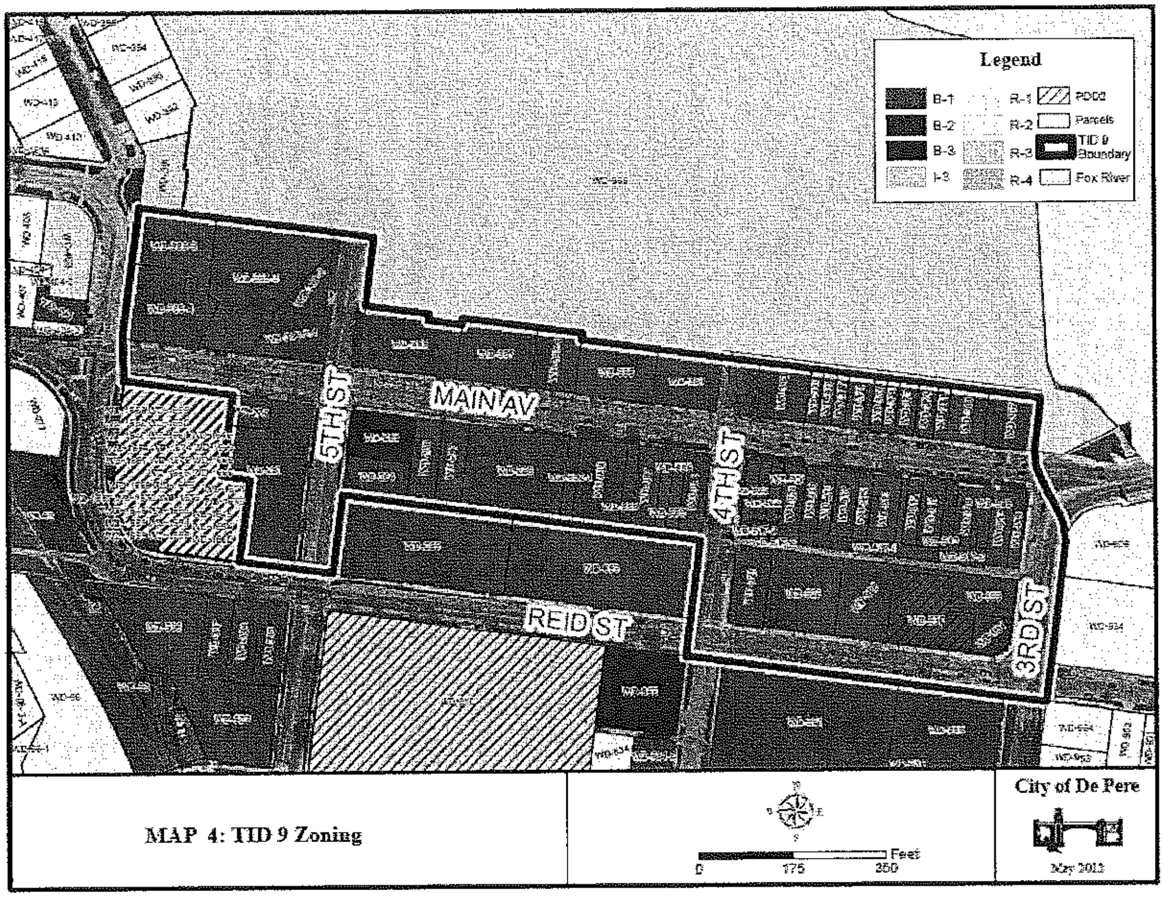


MAP 3 – LOCATION OF PROPOSED PUBLIC IMPROVEMENTS

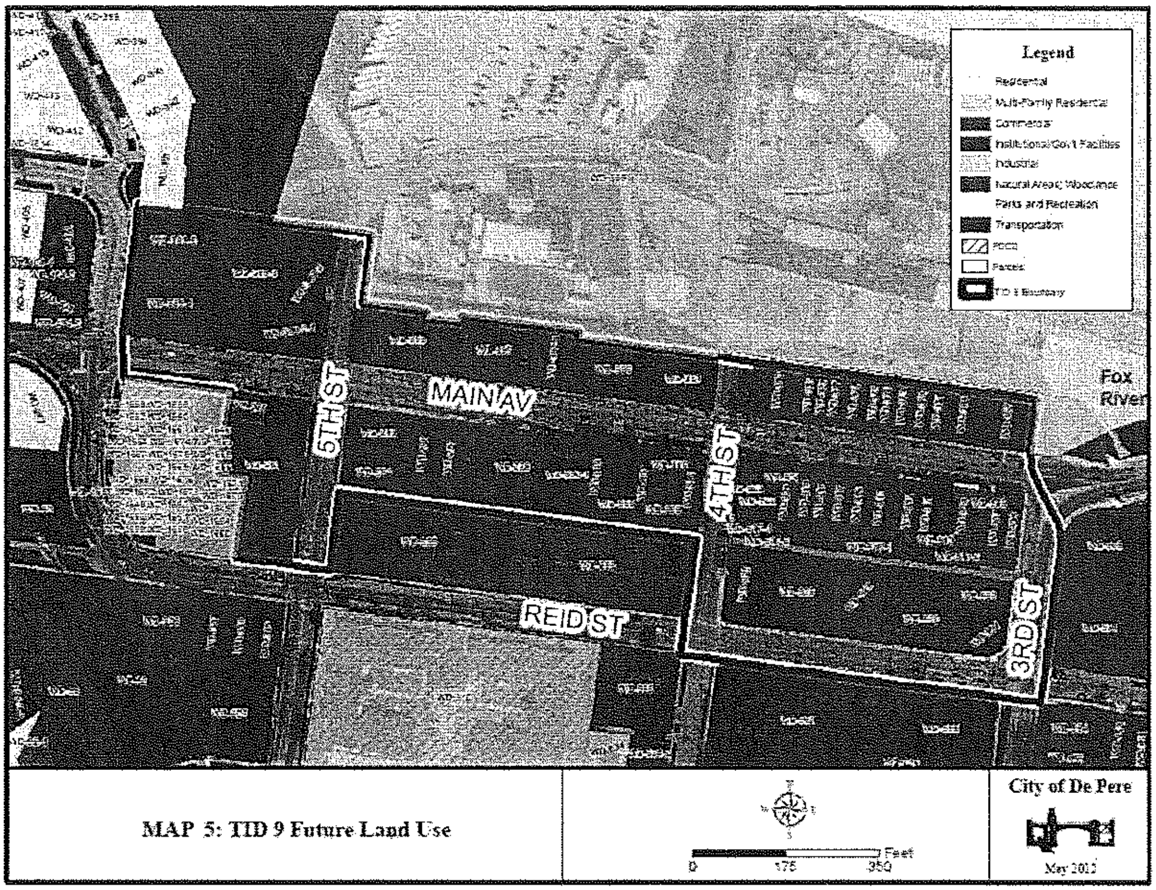


MAP 3: TID 9 Improvement Areas

MAP 4 – EXISTING ZONING



MAP 5 – PROPOSED LAND USE & ZONING



APPENDIX A

LEGAL DESCRIPTION

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

Part of Private Claims 28 and 29, West Side of the Fox River, City of DePere, Brown County, Wisconsin, more fully described as follows:

Beginning at the Northwest corner of Lot 85 of the "Plat of West DePere", said point being the intersection of the East right of way line of Third Street and the South right of way line of Reid Street; thence N82°33'21"W, 678.02 feet along said South right of way line; thence N07°35'09"E, 214.92 feet along the extension and West right of way line of Fourth Street; thence N82°33'45"W, 674.95 feet along the North line of Lots 5, 6, 7 and 8 of the plat of "Underwood's Addition to West DePere" and the North line of Lots 21, 22, 23, 24, 25, 26, 27 and 28 of the plat of "Carabin's Addition"; thence S07°19'23"W, 145.00 feet along the East right of way line of South Fifth Street; thence N82°40'24"W, 176.36 feet along the extension and North right of way line of Reid Street; thence N07°31'29"E, 151.80 feet along a West line of Lot 1 of Volume 16, Certified Survey Maps, page 291, Brown County Records (B.C.R.); thence N82°34'57"W, 50.34 feet along a South line of said lot; thence N07°31'29"E, 151.80 feet along a West line of said lot and the West line of Lot 1 of Volume 16, Certified Survey Maps, page 239, B.C.R.; thence N82°34'56"W, 201.36 feet along the South right of way line of Main Street; thence N01°16'06"W, 84.14 feet to a point on the East right of way line of North Sixth Street; thence N07°24'38"E, 237.10 feet along said East right of way line; thence S82°35'48"E, 440.18 feet along the extension and North line of Lots 2, 4 and 6 of Block 12 and Lot 10 of Block 10 and Lot 10 of Block 8, all of the plat of "DePere Iron Works", B.C.R., to the East right of way line of North Fifth Street; thence S07°24'51"W, 127.48 feet along said right of way line; thence S82°33'07"E, 120.01 feet along the centerline of a vacated alley; thence S07°24'34"W, 12.00 feet; thence S82°33'07"E, 64.29 feet along the North line of Lots 21, 22 and 23, Block 6, of the plat of "DePere Company's Addition", B.C.R.; thence N07°26'40"E, 12.00 feet to the centerline of the said vacated alley; thence S82°33'07"E, 224.77 feet along said centerline; thence S07°25'08"W, 12.00 feet; thence S82°33'07"E, 264.91 feet along the North line of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 6, of said "DePere Company's Addition"; thence S82°28'50"E, 70.00 feet to the East right of way line of Fourth Street; thence S82°33'38"E, 528.63 feet along the North line of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 4, of said "DePere Company's Addition"; thence S07°22'58"W, 100.00 feet along the East line of said Lot 1 to the North right of way line of Main Street; thence S19°13'18"E, 177.45 feet to a point on the East right of way line of Third Street; thence S07°26'15"W, 295.41 feet along said right of way line to the point of beginning.

Boundary contains 18.26 acres, more or less.

APPENDIX B

PUBLIC HEARING NOTICE

Publication Dates: July 5, 2012 and July 12, 2012 (Class 2 Notice)

NOTICE OF PUBLIC HEARING

PROPOSED CREATION OF TAX INCREMENTAL DISTRICT NUMBER 9, CITY OF DEPERE, WISCONSIN, AND THE PROPOSED BOUNDARIES THEREOF, AND ON THE PROPOSED PROJECT PLAN FOR SUCH TAX INCREMENTAL DISTRICT

NOTICE IS HEREBY GIVEN, that the City of De Pere Plan Commission will meet at 7:00 p.m. on Monday, July 23, 2012, at City Hall, 335 S. Broadway, De Pere, Wisconsin, to conduct a hearing regarding the proposed creation of Tax Incremental District Number 9, City of De Pere, Wisconsin, and the proposed boundaries thereof, and on the proposed Project Plan for such District.

The description of the proposed boundaries of the Tax Incremental District, which is being considered, is located in the City of De Pere, Brown County, Wisconsin, with the following parcel identification numbers and legal description:

WD-917	DEPERE IRON WORKS REPLAT OF BLKS 8 & 10 OF DEPERE CO'S ADDN THAT PRT OF BLK 10 COM SW COR ELY 67.75 FT N27°36'E 93.8 FT N62°30'W 24.56 FT N81°41'W 43.5 FT N8°19'E 12.9 FT N81°41'W TO W LINE OF BLK 10 SLY ALG W LINE TO POB; ALSO ALL OF
WD-389,2-1	THAT PRT OF LOTS 1-4 BLK 8 & THAT PRT OF LOT 1 BLK 10 OF DEPERE IRON WORKS REPLAT OF DEPERE CO'S ADDN AS DESC IN J9421-26 EX 2283449
WD-389-2	PRT OF LOTS 4-9 BLK 8 OF DEPERE IRON WORKS REPLAT OF DEPERE COS ADDN AS DESC IN 2283450
WD-389-3	DEPERE IRON WORKS REPLAT OF BLKS 8 & 10 OF DEPERE COS ADDN LOTS 1-10 BLK 8 EX RR & EX W 25 FT OF LOT 1 & EX 229 D 493; ALSO LOTS 1-10 BLK 10 EX 36 MR 252 & EX 229 D 493 & EX RR; ALSO LOTS 2,4 & 6 EX S 20.3 FT BLK 12 DEPERE COS ADDN &
WD-389-5	DEPERE IRON WORKS REPLAT OF BLKS 8 & 10 OF DEPERE CO'S ADDN THAT PRT OF LOTS 5-10 BLK 10 & THAT PRT OF LOTS 2,4 & 6 BLK 12 AS DESC IN J4671-26
WD-389-4	DEPERE IRON WORKS REPLAT OF BLKS 8 & 10 OF DEPERE CO'S ADDN THAT PRT OF BLK 10 COM SW COR ELY 67.75 FT N27°30'E 93.8 FT N62°30'W 24.56 FT N81°41'W 43.5 FT N8°19'E 42.9 FT N81°41'W TO W LINE OF BLK 10 SLY ALG W LINE TO POB; ALSO ALL OF
WD-388	DEPERE CO'S ADDN W 18 FT OF LOT 21 & ALL OF LOTS 22,23,24,25,26,27 & 28 BLK 6 & S1/2 VAC ALLEY DESC IN J1309-04 ADJ NLY TO LOTS 24 THRU 28 BLK 6
WD-387	DEPERE CO'S ADDN LOTS 12,13,14,15,16,17,18,19,20 & THE E 6 FT OF LOT 21 BLK 6 EX J15974-02
WD-387-1	DEPERE CO'S ADDN LOTS 12,13 14 & E 12' OF LOT 15 BLK 6 & S1/2 VAC ALLEY ADJ NLY
WD-386	DEPERE CO'S ADDN LOTS 6,7,8,9,10 & 11 BLK 6
WD-381	DEPERE CO'S ADDN. LOTS 1 & 2 & 3 & 4 & 5 BLK 6
WD-380	DEPERE CO'S ADDN. LOTS 19,20,21 & 22 BLK 4
WD-379	DEPERE CO'S ADDN. LOT 18 BLK 4
WD-378	DEPERE CO'S ADDN. LOT 17 BLK 4
WD-377	DEPERE CO'S ADDN. LOT 16 BLK 4
WD-376	DEPERE CO'S ADDN. LOTS 14 & 15 BLK 4
WD-375	DEPERE CO'S ADDN. LOT 13 BLK 4
WD-374	DEPERE CO'S ADDN. LOT 12 BLK 4
WD-373	DEPERE CO'S ADDN W1/2 OF LOT 10 & ALL OF LOT 11 BLK 4
WD-372	DEPERE CO'S ADDN LOT 9 & E1/2 OF LOT 10 BLK 4

WD-371	DEPERE CO'S ADDN. LOT 8 BLK. 4
WD-369	DEPERE CO'S ADDN LOTS 5,6 & 7 EX ELY 1 FT OF LOT 5 BLK 4
WD-367	DEPERE CO'S ADDN LOTS 1, 2, 3, 4, & E 1 FT OF LOT 5 BLK 4
WD-906	PLAT OF W. DEPERE LOT 7 EX W 42 FT & EX SLY 8 FT SOLD TO CITY
WD-907	PLAT OF W. DEPERE W 42 FT OF LOT 7 EX SLY 8 FT
WD-908	PLAT OF W. DEPERE E 20 1/2 FT OF LOT 8 EX SLY 35 FT
WD-909	PLAT OF W. DEPERE W 45 1/2 FT OF LOT 8 EX SLY 35 FT
WD-910	PLAT OF W. DEPERE E1/3 OF LOT 9 EX 779 R 546 & ALSO SLY 39 FT OF ELY 1 FT OF WLY2/3 OF LOT 9 EX 773 R 474 BCR
WD-911	PLAT OF W. DEPERE WLY2/3 OF LOT 9 EX SLY 39 FT OF ELY 1 FT & EX SLY 25 FT THEREOF
WD-912	PLAT OF W. DEPERE E 40 FT OF LOT 10 EX 761 R 173
WD-913	PLAT OF W. DEPERE W 26 FT OF LOT 10 & E 28 FT OF LOT 11 EX SLY 25 FT THEREOF
WD-915	PLAT OF W. DEPERE W 26 1/2 FT OF E 54.5 FT OF LOT 11 EX SLY 25 FT
WD-918	PLAT OF W. DEPERE W 24 FT 5 INCHES OF E 56 FT OF LOT 12 EX SLY 25 FT
WD-919	PLAT OF W. DEPERE W 10 FT OF LOT 12 & E 22 FT OF LOT 13 EX SLY 25 FT THEREOF
WD-920	PLAT OF W. DEPERE E 43 FT OF W 44 FT OF LOT 13
WD-921	PLAT OF W. DEPERE N 110 FT OF THE FOLLOWING: W 1 FT OF LOT 13 & E 20.5 FT OF LOT 14
WD-922	PLAT OF W. DEPERE W 22 1/2 FT OF E 43 FT OF N 110 FT OF LOT 14 & EASEMENT IN S 10 FT OF E 21 1/2 FT OF N 110 FT ALSO E 10 FT OF S 35 FT OF LOT 14 & EASEMENT RIGHTS ETC IN S 10 FT OF E 21 1/2 FT OF N 110 FT & IN E 10 FT OF S 35 FT OF LOT
WD-923	PLAT OF W. DEPERE W 23 FT OF N 110 FT OF LOT 14
WD-917-2	PLAT OF W. DEPERE S 35 FT OF LOT 8 & PRT OF E 22 FT OF LOT 9 DESC IN 779 R 546 & S 35 FT OF W 1 FT OF LOT 13 & S 35 FT OF LOT 14 LYG E OF W 56 FT & SLY 8 FT OF WLY 42 FT OF LOT 7
WD-917-1	PLAT OF W. DEPERE S 35 FT OF W 56 FT OF LOT 14 & S 25 FT OF E 22 FT OF LOT 13 & S 25 FT OF LOT 11 & 12 & S 25 FT OF W 26 FT OF LOT 10 & S 25 FT OF W 44 FT OF LOT 9 ALSO 761 R 173 BCR
WD-917-1	PLAT OF W. DEPERE S 35 FT OF W 56 FT OF LOT 14 & S25 FT OF E 22 FT OF LOT 13 & S 25 FT OF LOT 11 & 12 & S 25 FT OF W 26 FT OF LOT 10 & S 25 FT OF W 44 FT OF LOT 9 ALSO 761 R 173 BCR
WD-917-2	PLAT OF W. DEPERE S 35 FT OF LOT 8 & PRT OF E 22 FT OF LOT 9 DESC IN 779 R 546 & S 35 FT OF W 1 FT OF LOT 13 & S 35 FT OF LOT 14 LYG E OF W 56 FT & SLY 8 FT OF WLY 42 FT OF LOT 7
WD-931	PLAT OF W. DEPERE E 72 FT OF LOT 53 EX 944 R 496 BCR
WD-933	PLAT OF W. DEPERE E 120 FT OF LOT 54
WD-930	PLAT OF W. DEPERE E 33 FT OF S 135 FT OF LOT 51 & S 135 FT OF LOT 52 & W 60 FT OF LOT 53 & S 62.5 FT OF W 12 FT OF LOT 54
WD-928	PLAT OF W. DEPERE LOT 50 & W 27 FT OF LOT 51 & N 10 FT OF E 33 FT OF LOT 51 & N 10 FT OF W 12 FT OF LOT 54 & N 10 FT OF LOT 52
WD-926	PLAT OF W. DEPERE LOT 48 & PRT OF LOT 47 BNG A TRI. TRACT EXCEPTED IN 783 R 538 BCR & LOT 49
WD-925	PLAT OF W DE PERE LOT 47 EX TRI TRACT IN NE COR & EX PART IN 783 R 538
WD-884	UNDERWOOD ADDN. ELY 44 FT LOT 1
WD-885	UNDERWOOD ADDN. W 1/3 OF LOT 1
WD-886	UNDERWOOD ADDN. E 1/3 OF LOT 2
WD-887	UNDERWOOD ADDN. W 44 FT OF LOT 2
WD-888	UNDERWOOD ADDN. E 1/3 OF LOT 3
WD-889	UNDERWOOD ADDN W2/3 OF LOT 3 & LOT 4 EX W 22 FT
WD-890-1	UNDERWOOD ADDN. W 22 FT OF LOT 4

2

WD-288	CARABIN'S ADDN. LOT 17,18, 19, & 20
WD-287	CARABIN'S ADDN LOT 16
WD-286	CARABIN'S ADDN LOT 15
WD-283	CARABIN'S ADDN, LOT 12 & NLY 12.5 FT OF LOT 13 & NLY 85 FT OF LOT 14
WD-284	CARABIN'S ADDN LOT 13 EX NLY 12.5 FT & LOT 14 EX NLY 85 FT
WD-281	CARABIN'S ADDN, PRT. OF LOTS 9 & 10 & ALL OF LOTS 11,30 & 31 & VAC. ALLEY DESC. AS LOT 1 IN 16 CSM 239
WD-279	CARABIN'S ADDN. PRT. OF LOTS 9 & 10 DESC. AS LOT 1 IN 16 CSM 239

In addition to the parcels listed above, the boundaries of the proposed District shall include projects that extend within ½ mile of the boundary.

The City anticipates that the proposed project plan's project cost may include cash grants made by the city to owners, lessees, or developers of land that is located within the tax incremental district.

During the public hearing, all interested parties will be provided with an opportunity to express their views on the proposed creation of the tax incremental district and the proposed boundaries thereof, and on the proposed project plan for such district. Persons desiring information on the proposed tax incremental district and/or the proposed project plan may contact the City Director of Planning and Economic Development at 920-339-4043. A copy of the proposed project plan and a map of the proposed project area is available for review in City offices and will be provided upon request.

Dated this 5th day of July 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

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APPENDIX C
PROOF OF PUBLICATION

De Pere Journal

STATE OF WISCONSIN
BROWN COUNTY

CITY OF DEPERE-CITY HALL
335 SOUTH BROADWAY
DE PERE, WI 54115

Natalie Bridenhagen

Being duly sworn, doth depose and say that she/he is an authorized representative of the DePere Journal, a newspaper published in Brown County, Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on

Account Number: 286422

Ad Number: 6615371

Published Date: July 05, 2012
Published Date: July 12, 2012
Total Ad Cost: $277.70

(Signed) Natalie B. ____ (Date) 7/12/12
Legal Clerk

Signed and sworn before me

Rhonda M. ____
Notary Public, Brown County, Wisconsin

My commission expires 10/6/2013

CITY OF DEPERE-CITY HALL
Re: Public hearing

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NOTICE OF PUBLIC HEARING PROPOSED CREATION OF TAX INCREMENTAL DISTRICT NUMBER 8 CITY OF DEPERE, WISCONSIN, AND THE PROPOSED BOUNDARIES THEREOF, AND ON THE PROPOSED PROJECT PLAN FOR SUCH TAX INCREMENTAL DISTRICT

APPENDIX D
CITY ATTORNEY REVIEW LETTER

CITY OF DE PERE

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

July 18, 2012

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

RE: City of De Pere Tax Incremental Financing District #9 (TID #9)

Dear Mayor and Common Council Members:

Pursuant to Wis. Stats. §66.1105(4)(f), any tax incremental financing district project plan must include an opinion of the City Attorney or of an attorney retained by the City, advising whether the plan is complete and complies with that statutory section. As the duly appointed City Attorney of the City of De Pere and upon a complete review of the Project Plan for TID #9, to which this opinion is to be appended, it is my opinion that such plan contains and adequately addresses each prerequisite set forth at Wis. Stats. §66.1105. This opinion is based on my review of said plan, my review of Wis. Stats. §66.1105 and my experience as a municipal attorney.

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

Respectfully submitted,

Judith Schmidt-Lehman

Judith Schmidt-Lehman
City Attorney

JSL:jld
H:\jdupont\Letters\2012\Mayor & PC-TID 9- 7-17-12-192-001-12.docx

RESOLUTION #12-91

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF DE PERE ESTABLISHING THE BOUNDARIES OF AND APPROVING THE PROJECT PLAN FOR TAX INCREMENTAL FINANCING DISTRICT NO. 10, CITY OF DE PERE

WHEREAS, pursuant to the direction of the Common Council and with its advice and consent, the Plan Commission of the City of De Pere has taken all steps required by Wis. Stats. §66.1105, for the creation of a Tax Incremental Financing District as provided in Resolution PC12-02 of the Plan Commission of the City of De Pere Recommending the Adoption of the Proposed Boundaries of Tax Incremental Financing District #10 and the Adoption of the Tax Incremental Financing District #10 Project Plan, attached and incorporated as Exhibit A; and

WHEREAS, in accordance with all the recitations and findings in the above referenced Resolution of the Plan Commission, and the Common Council being aware of all proceedings of the Plan Commission in regard to the creation of Tax Incremental Financing District #10 (TID #10);

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council, pursuant to Wis. Stats. §66.1105(4)(gm), hereby adopts and approves the Project Plan for TID #10, a copy of which is attached hereto and incorporated herein as Exhibit B and the Common Council specifically finds that the plan is feasible and in conformity with the Master Plan of the City of De Pere (the City of De Pere Comprehensive Plan of 2010).

BE IT FURTHER RESOLVED THAT:

The boundaries of the proposed TID #10, as set forth in the attached Project Plan, are hereby adopted and approved, the Common Council recognizing that the parcels within the TID #10 include only whole units of property as are assessed for general tax purposes.

BE IT FURTHER RESOLVED THAT:

The District created hereby shall be known as TID #10, City of De Pere, for identification purposes.

BE IT FURTHER RESOLVED THAT:

No less than 50%, by area, of the real property within the boundaries of TID #10, City of De Pere, is suitable for industrial sites within the meaning of Wis. Stats. §66.1101 and has been zoned for industrial use.

BE IT FURTHER RESOLVED THAT:

Improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District.

BE IT FURTHER RESOLVED THAT:

The project costs as contained in the Project Plan directly serve to promote industrial development in the area described in TID #10 and the equalized value of all taxable property of TID #10 plus all existing Tax Incremental Financing Districts does not exceed 12% of the total equalized value of taxable property within the City.

BE IT FURTHER RESOLVED THAT:

All real property within the District that is found suitable for industrial sites and is zoned for industrial use under Wis. Stats. §66.1105(2)(gm)4 and will remain zoned for industrial use for the life of the Tax Incremental Financing District.

BE IT FURTHER RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

Upon approval of TID #10, City of De Pere and, pursuant to Wis. Stats. §66.1105(4)(k), the City Assessor is authorized and directed to calculate the value of the properties within TID #10, City of De Pere, as of the date of creation of such Tax Incremental Financing District of all relevant tax exempt city owned property within such District; further, that the City Clerk-Treasurer is authorized and directed pursuant to Wis. Stats. §66.1105(5)(b) to send an application to the Wisconsin Department of Revenue for certification of the Tax Incremental Financing District base.

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 7th day of August, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

PLAN COMMISSION
RESOLUTION #PC12-02

RECOMMENDING THE ADOPTION OF THE PROPOSED BOUNDARIES OF TAX INCREMENTAL FINANCING DISTRICT #10 AND THE ADOPTION OF THE TAX INCREMENTAL FINANCING DISTRICT #10 PROJECT PLAN

WHEREAS, the proposed project plan for Tax Incremental Financing District #10 was filed with the City Clerk-Treasurer on July 5, 2012 and made available for inspection on weekdays between the hours of 8:00 a.m. and 4:30 p.m., and to any person requesting a copy thereof; and

WHEREAS, a public hearing was scheduled pursuant to Wis. Stats. §66.1105(4)(e), which was held on July 23, 2012, affording interested parties a reasonable opportunity to express their views on the boundaries of the District and proposed project plan as provided at Wis. Stats. §66.1105(4)(a) and (e); and

WHEREAS, notice of such hearing was published by Class 2 publication in the City's official newspaper on July 5, 2012 and July 12, 2012; and

WHEREAS, a meeting pursuant to Wis. Stats. §66.1105(4)(m) of a Joint Review Board within fourteen (14) days after the publication of the first notice of the above referenced public hearing was held on July 16, 2012; and

WHEREAS, at the above referenced public hearing scheduled at the City Hall Council Chambers on July 23, 2012 at 7:00 p.m., the Plan Commission heard all interested parties, their agents and attorneys, regarding the plan for said District and the boundaries thereof and determined that the proposed Tax Incremental Financing District as proposed in the project plan and the boundaries of such District are in conformity with the City's Comprehensive Plan and are in the best interests of the City in order to foster logical and economic development in that part of the City;

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

That the Plan Commission of the City of De Pere hereby recommends the designation of the District boundaries for Tax Incremental Financing District #10, City of De Pere, as those boundaries which are set forth in the project plan for such District, a copy of which is annexed hereto and incorporated herein as if fully set forth;

BE IT FURTHER RESOLVED:

That the Plan Commission of the City of De Pere hereby adopts the project plan or Tax Incremental Financing District #10, City of De Pere, as prepared and presented by Springsted, Inc. and City staff; further, that such project plan is hereby submitted to the Common Council of the City of De Pere in accordance with Wis. Stats. §66.1105(4)(f).

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 23rd day of July, 2012.

APPROVED:

Michael J. Walsh

Michael J. Walsh, Mayor
Plan Commission Chair

Ayes: 5

Nays: 0

City of De Pere, Wisconsin

Draft Tax Increment Project Plan

for

Tax Incremental Financing District No. 10

Recommended by the City Plan Commission
Expected: July 23, 2012

Adopted by the Common Council
Expected: August 7, 2012

Adopted by Joint Review Board
Expected: August 13, 2012

Prepared by:

SPRINGSTED INCORPORATED
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887
(651) 223-3000
WWW.SPRINGSTED.COM

Exhibit B

TABLE OF CONTENTS

Section A Introductions

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

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

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

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

It also must be found that:

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

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

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

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

The Project Plan for Tax Incremental Financing District No. 10, "the District," in the City of De Pere has been prepared in compliance with s. 66.1105(4), Wisconsin Statutes. TID No. 10 is defined by the boundary shown on Map 1 found on Page 11. Pursuant to s. 66.1105(4)(f), the Project Plan shall include:

- A statement listing the kind, number and location of all proposed public works or improvements within the district;
- an economic feasibility study;

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

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

The public works and improvement activities located within Tax Incremental Financing District No. 10 are listed on Table I found on page 4, which provides a listing of all District activities; and Map 3 on Page 13, which shows the location of the proposed project costs, public works and improvements. The estimated project costs shall be refined as future development occurs and specific project activities are undertaken. Some public improvements may occur off-site, but are necessary expenditures in terms of benefiting the TIF District. Project costs incurred for territory that is located within a one-half mile radius of the district's boundaries may also be financed tax increments. Any economic incentives granted will be consistent with the TIF statutory requirements.

A. Capital Costs for Development of the TID:

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

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

B. Administrative Costs:

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

C. Organization Costs:

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

D. Financing Costs:

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

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

TID NUMBER TEN - TABLE I
Proposed Project Costs, Public Works and Improvements

		YEAR				
	Costs	2012	2013	2014	2015-2031	Totals
Capital Costs:						
Acquisition						
Site Preparation						
Roads and Parking	3,450,000		1,300,000	850,000	1,300,000	3,450,000
Utilities						
Sanitary Sewer						
Water Distribution						
Signage	25,000	5,000	10,000	10,000		25,000
Ponding	200,000		200,000			200,000
Subtotal	3,675,000	5,000	1,510,000	860,000	1,300,000	3,675,000
Incentive Costs:						
Developer Cash Grants	5,000,000	500,000	300,000	500,000	3,700,000	5,000,000
Administrative Costs:						
City staff/consulting	75,000	10,000	10,000	10,000	45,000	75,000
10% Admin/Eng	75,000	10,000	10,000	10,000	45,000	75,000
Subtotal	150,000	20,000	20,000	20,000	90,000	150,000
Other Costs						
10% Contingency	200,000	25,000	25,000	25,000	125,000	200,000
Financing Costs:						
Interest costs of Money	2,000,000	250,000	250,000	250,000	1,250,000	2,000,000
Total Project Costs	**11,025,000**	**550,000**	**1,855,000**	**1,455,000**	**6,115,000**	**11,025,000**

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

Section C Local Action

Before a Tax Incremental Financing District can be created, the City Plan Commission must hold a public hearing(s) on the proposed creation of the District, the proposed boundaries thereof and the proposed Project Plan for the District. The public hearing on the creation of and the boundaries for the District may be held separately from or concurrent with a public hearing on the proposed Project Plan. The City has chosen to hold the public hearings concurrently. After the public hearing, the City Plan Commission must submit the recommended Tax Incremental Financing District boundaries and Project Plan to the local legislative body for action if it desires to create a District. Before adopting such resolution, the local legislative body may amend both the proposed District boundaries and Project Plan. The Public Hearing for the District has been scheduled for the Plan Commission on July 23, 2012. Notice of the Public Hearing shall be published in the De Pere News on July 5, 2012 and July 12, 2012 and have also been sent to all property owners within the District. The resolution approving the District shall be introduced to the Common Council for approval on August 7, 2012.

State Statutes require the City seeking to create a Tax Incremental Financing District convene a Joint Review Board (JRB) to review the proposal. The first meeting of the JRB must be held within fourteen days after the Notice of the above-referenced hearing(s) is published. For any Tax Incremental Financing Districts proposed by the City of De Pere, the membership of the Joint Review Board shall consist of a representative chosen by the City, a representative chosen by the County, a representative chosen by the Technical College District, a representative chosen by the School District, and one public member. The public member and the chair of the JRB must be selected by a majority vote of the other JRB members. It is the responsibility of the JRB to review the public record, planning documents and the resolution passed by the local legislative body creating the District, and to either approve or not approve such resolution based on certain criteria by a majority vote after receiving the resolution. The first meeting of the JRB is scheduled for July 16, 2012, with the final meeting to act on the Common Council's resolution anticipated for Monday, August 13, 2012.

Capacity to Create Tax Incremental Districts

In 2004 the State Legislature amended the Tax Incremental Financing Law to allow up to 12% of the total equalized value of taxable property within the City be included within Tax Incremental Districts. The City of De Pere's 2011 total equalized value is 1,763,330,300. The City can include up to twelve percent (12%) of the total equalized value of the community in existing and new tax incremental finance districts. 12% of the City's equalized value is $211,599,636.

The City has 4 outstanding Tax Incremental Districts with $98,921,500 of equalized value. This district is expected to be $7,301,200 of value upon establishment with the addition of approximately $50,450,000 of incremental value. Therefore, this district can be created within the 12% capacity limit enacted by statute. The Department of Revenue will certify the values in the proposed tax incremental district to confirm compliance with this requirement.

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

Section D General Description of Tax Incremental District Number 10

The purpose of Tax Incremental Financing District Number 10 is to be the primary public financing tool for development of a business park in the City of De Pere. Within the boundaries of this Tax Incremental District are sites suitable for industrial and business/office development. The area is approximately 173 acres in size. The project boundaries are described in the next section.

The proposed project may include the development of land for future business expansion and growth. Proposed project costs within the district shall also include future cash grants for reimbursement of construction of business expansion, utility extension, road extension, storm sewer and grading work for individual building constructions, as applicable. Public improvements may also include the installation new streets to facilitate development within the area.

With the adoption of this Project Plan, the City Common Council is enabled to make TIF-eligible expenditures for development of these areas, as well as off-site expenditures if they are related to the District. The infrastructure improvements will provide services to approximately 173 acres of new developable land.

Section E District Boundary

The boundaries of Tax Incremental Financing District Number 10 are shown on Map 1 on Page 11 and are further described in Appendix A. The District includes the properties with the following identification numbers and legal descriptions:

Parcel ID	Legal Description
ED-2311	3.651 AC M/L EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 24 & PRT OF LOT 25 DESC IN 2356282
ED-2313	2.033 AC M/L EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 26 & PRT OF LOT 25 DESC IN 2356281
ED-F0082	19.856 AC M/L E1/2 SE1/4 SE1/4 SEC 33 T23N R20E EX RD
ED-F0086	14.705 AC M/L R-O-W OVER SEC 27 & 34 T23N R20E
ED-F0080-3	14,012 SQ FT LOT 1 OF 29 CSM 360 EX PART IN TOWN OF DE PERE BNG PART OF NE1/4 SE1/4 SEC 33 T23N R20E
ED-F0080-4	0.895 AC M/L PART OF NE1/4 SE1/4 SEC 33 T23N R20E DESC IN J27386-41
ED-F0080-2	36,804 SQ FT LOT 2 OF 29 CSM 360 EX PART IN TOWN OF DE PERE BNG PART OF NE1/4 SE1/4 SEC 33 T23N R20E
ED-F0085	16.110 AC M/L PRT SW1/4 SW1/4 SEC 34 T23N R20E LYG W OF RR EX RD
ED-F0080-1	0.965 AC M/L PART OF NE1/4 SE1/4 SEC 33 T23N R20E DESC IN J15979-03 EX J16068-28 & EX J27386-41
ED-344-102	7.878 AC M/L EAST SIDE INDUSTRIAL PARK SUBD LOT 2 EX 30 CSM 129 & EX 32 CSM 319
ED-344-103-1	367,616 SQ FT LOT 1 OF 30 CSM 211 BNG PRT OF LOT 3 EAST SIDE INDUS- TRIAL PARK
ED-F0111	11.214 AC PRT OF NW1/4 SW1/4 & PRT OF NE1/4 SW1/4 SEC 34 T23N R20E DESC AS LOT 1 IN 20 CSM 79
ED-F0111-A	10.636 AC PRT OF NW1/4 SW1/4 & PRT OF NE1/4 SW1/4 SEC 34 T23N R20E DESC AS LOT 2 IN 20 CSM 79
ED-F011-B	6.396 AC PRT OF NW1/4 SW1/4 & PRT OF NE1/4 SW1/4 SEC 34 T23N R20E DESC AS LOT 3 IN 20 CSM 79
ED-F0106-3	4.632 AC M/L PRT OF S1/2 OF SE1/4NW1/4 & S1/2 OF SW1/4NW1/4 SEC 34 T23N R20E DESC AS PCL B IN 4 CSM 71 BCR
ED-344-102-4	209,522 SQ FT LOT 1 OF 32 CSM 319 BNG PRT OF LOT 2 EAST SIDE INDUS- TRIAL PARK SUBD
ED-2315	159,015 SQ FT EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 28
ED-2314	75,561 SQ FT EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 27
ED-2310	170,840 SQ FT EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 23
ED-2307	71,549 SQ FT EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 20
ED-D43-1	1.542 AC M/L THE S 295.16 FT OF W 295.16 FT SE1/4 SE1/4 SEC 33 T23N R20E EX RD & EX EAST SIDE INDUSTRIAL PARK 3RD ADDN
ED-F0080	11.507 AC M/L S 502 FT OF N1/2 OF S1/2 OF SEC 33 T23N R20E LYG E OF HWY 57 EX 173 D 451 & EX 263 D 255 & EX 270 D 197 & EX 306 D 577 & EX J15979-03 & EX EAST SIDE INDUSTRIAL PARK 3RD ADDN
ED-F0083	15.609 AC M/L W1/2 SE1/4 SE1/4 SEC 33 T23N R20E EX S 295.16 FT OF W 295.26 FT & EX EAST SIDE INDUSTRIAL PARK 3RD ADDN & EX RD

ED-2387	51,379 SQ FT EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 35
ED-2381	86,959 SQ FT EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 29
ED-2382	65,340 SQ FT EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 30
ED-2386	65,364 SQ FT EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 34
ED-2388	61,011 SQ FT EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 36
ED-2385	104,560 SQ FT EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 33
ED-2384	51,734 SQ FT EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 32
ED-F0081-2	97,212 SQ FT LOTS 1 & 2 OF 48 CSM 184 BNG PRT OF SW1/4 SE1/4 SEC 33 T23N R20E
ED-F0110	221,682 SQ FT LOT 1 OF 30 CSM 312 BNG PRT OF NE1/4 SW1/4 SEC 34 T23N R20E
ED-344-102-3	62,717 SQ FT LOT 3 OF 30 CSM 129 BNG PRT OF LOT 2 EAST SIDE INDUS- TRIAL PARK

Section F Economic Feasibility Study

Purpose

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

General Development Description

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

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

TID NUMBER 10 – TABLE II

Projected Development

PROJECT	Value	Square Feet	Expected Date of Construction
Lawton	$1,250,000	90,000	2012
Straubel	$1,200,000	70,000	2012
Future Small-Size Development	$10,500,000		2013-2025
Future Mid-Size Development	$17,500,000		2014-2022
Future Large-Size Development	$20,000,000		2015-2023
TOTAL VALUE INCREMENT	$50,450,000		

The City has estimated that the project will create incremental new value of approximately $50,450,000. Any future projects with private developers may be required to enter into an assessment agreement to guarantee future values. Estimates of incremental new value of the project are based on estimated square footage and business type.

The objective of the District creation is to facilitate the development of the City's business park, including the expansion of existing businesses. Total development of the business park has been estimated to create a total of $50.450 million in incremental value. We anticipate that prospective businesses may be required to sign individual development agreements prior to any City-incurred development expenditures, specifically any cash grants. The economic feasibility projections are based on the utilization of approximately 20 years of the allowed tax increment collection period, which is the maximum for industrial use TIDs.

The economic feasibility analysis should be considered as a baseline projection that is annually monitored to ensure projected targets are met. The purpose of the annual monitoring is to determine that total incremental value has been achieved rather than whether a specific identified project created those increments. Future public borrowing and/or expenditures should be based on this annual review process. It is the intent of this Project Plan to maximize the potential of Tax Incremental Financing District Number 10 to accomplish the proposed public improvements identified in Table I found on Page 3.

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

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

In compliance with the statutory requirements of tax incremental financing, a finding has been made that the private development activities projected would "not otherwise occur without the use of tax incremental financing." It must be understood that these projected private development increments will not naturally occur without the proactive implementation of this Project Plan. The implementers of the Project Plan will need to be aggressive in stimulating the identified private development projects. The posture cannot be to expect that private developers will have financially feasible projects without implementation of the public improvement activities identified in this Plan.

The economic feasibility analysis for Tax Incremental District Number 10 is presented in Tables I, II and III. Table III shows the projected tax increments from the District based on the development assumptions made in Table II. The projections assume the total incremental new value will be $50.450 million by 2031.

TID Number 10 – TABLE III
Projected Tax Increment

City of De Pere, Wisconsin
Tax Incremental Financing District No 10
Total Tax Increment Revenue Projections

Valuation Year (1)	Annual Increased Value of New Buildings (2)	Annual Increased Value of New Improvements (3)	Cumulative Value of New Buildings & Improvements (4)	Cumulative Value with Inflation (5)	Value Due to Personal Property (6)	Total Estimated Taxable Value (7)	Base Value (8)	TID Value Increment (9)	2011 Net Total Tax Rate (10)	Annual Tax Increment Revenue /1000 (11)
1/1/2006	-		-	-	-	-	-	-	-	
1/1/2007	-		-	-	-	-	-	-	22.340	
1/1/2012	-		-	-	-	-		-	22.340	-
1/1/2013	2,450,000	-	2,450,000	2,450,000	-	9,751,200	7,301,200	2,450,000	22.340	-
1/1/2014	1,250,000		3,700,000	3,773,500	-	11,074,700	7,301,200	3,773,500	22.340	-
1/1/2015	3,500,000		7,200,000	7,386,705	-	14,687,905	7,301,200	7,386,705	22.340	54,733
1/1/2016	2,750,000		9,950,000	10,358,306	-	17,659,506	7,301,200	10,358,306	22.340	84,300
1/1/2017	4,000,000		13,950,000	14,669,055	-	21,970,255	7,301,200	14,669,055	22.340	165,019
1/1/2018	3,250,000		17,200,000	18,359,127	-	25,660,327	7,301,200	18,359,127	22.340	231,405
1/1/2019	5,000,000		22,200,000	23,909,901	-	31,211,101	7,301,200	23,909,901	22.340	327,707
1/1/2020	3,750,000		25,950,000	28,377,198	-	35,678,398	7,301,200	28,377,198	22.340	410,143
1/1/2021	2,750,000		28,700,000	31,978,514	-	39,279,714	7,301,200	31,978,514	22.340	534,147
1/1/2022	2,500,000		31,200,000	35,437,869	-	42,739,069	7,301,200	35,437,869	22.340	633,947
1/1/2023	2,750,000		33,950,000	39,251,005	-	46,552,205	7,301,200	39,251,005	22.340	714,400
1/1/2024	3,250,000		37,200,000	43,678,535	-	50,979,735	7,301,200	43,678,535	22.340	791,682
1/1/2025	2,000,000		39,200,000	46,988,891	-	54,290,091	7,301,200	46,988,891	22.340	876,867
1/1/2026	1,250,000		40,450,000	49,648,558	-	56,949,758	7,301,200	49,648,558	22.340	975,778
1/1/2027	2,000,000		42,450,000	53,138,015	-	60,439,215	7,301,200	53,138,015	22.340	1,049,732
1/1/2028	1,250,000		43,700,000	55,982,155	-	63,283,355	7,301,200	55,982,155	22.340	1,109,149
1/1/2029	2,750,000		46,450,000	60,411,620	-	67,712,820	7,301,200	60,411,620	22.340	1,187,103
1/1/2030	1,250,000		47,700,000	63,473,969	-	70,775,169	7,301,200	63,473,969	22.340	1,250,641
1/1/2031	-		-	-	-	-	-	-	-	1,349,596
Totals:	$ 50,450,000	$ -								$ 11,746,349

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

The retirement of the District, taking into consideration the assumptions identified in Table I (Proposed Project Costs, Public Works & Improvements) and Table II (Projected Development Assumptions), is based on the property tax collection that was in place at the time of the Public Hearing held on July 23, 2012.

The future development assumptions have been based on a review of market conditions that existed in 2012 and potential future development opportunities. It is expected and recommended that the City annually review the financial condition of Tax Incremental District Number 10. The economic feasibility analysis indicates that the District is feasible, provided the development assumptions have been achieved. The City should not spend at levels projected in Table I without developer agreements that guarantee repayment of expenditures or without a "risk assessment" that defines the maximum financial exposure the City finds acceptable. The City should analyze the fiscal condition of Tax Incremental Financing District Number 10 on the basis of how well the development assumptions are being met. Decisions to continue spending annually should be based on the status of the district. The City will only finance those project costs that are financially feasible and supported by new revenues generated by the project.

Section G Financing

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

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

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

Section H Existing Land Uses and Conditions

Map 2, found on Page 12, has been provided to give a general description of the conditions within the area. Map 4, found on page 14, is a zoning map that generally describes the existing uses within the District. These two maps should be used in combination when studying the Project Plan.

The map shows that more than fifty percent (50%) of the lands within the TIF boundary have been found to be suitable for industrial development. The purpose and intent of this district is to encourage new industrial development.

Section I Proposed Land Use

The land use proposed in Tax Incremental District Number 10 is primarily light industrial and business/office. The proposed TID will promote the orderly development within the City by reducing and/or eliminating under-utilized land uses, while remaining financially feasible for the City to replace such uses with more appropriate uses. Map 5 on Page 15 illustrates the proposed land uses within the district.

Section J Existing and Proposed Zoning

Map 4, found on Page 14, shows the TIF District boundary overlaid onto an existing zoning map.

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

Section K Building Codes and City Ordinances

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

Section L Relocation

No acquisition is anticipated within this district, however if acquisition would occur within Tax Incremental District Number 10 which causes displacements, the City will conform to the requirements as set forth by the Department of Commerce in the State of Wisconsin Relocation Laws. If federal funds are used in the relocation process, the federal relocation process will also be followed.

Section M Estimated Amount of Bonded Indebtedness

The purpose of TID No. 10 is to assist with the expansion of business, commerce, and potentially residential growth within the City of De Pere. The creation of this district should provide a financial resource for the City to promote orderly development by making sites suitable for development that otherwise may not be occurring, by providing new employment opportunities that would not otherwise be available, and, in general, promoting the public health, safety and general welfare. The development stimulated by the use of this TID shall increase the overall tax base of the City, increase employment, increase household income, and generally improve the quality of life in the City.

Section N Findings

A. A minimum of 50% of the area occupied by real property within TID No. 10 is suitable for industrial development.

B. The improvement of TID No. 10 is likely to significantly enhance the value of substantially all of the other real property in the district.

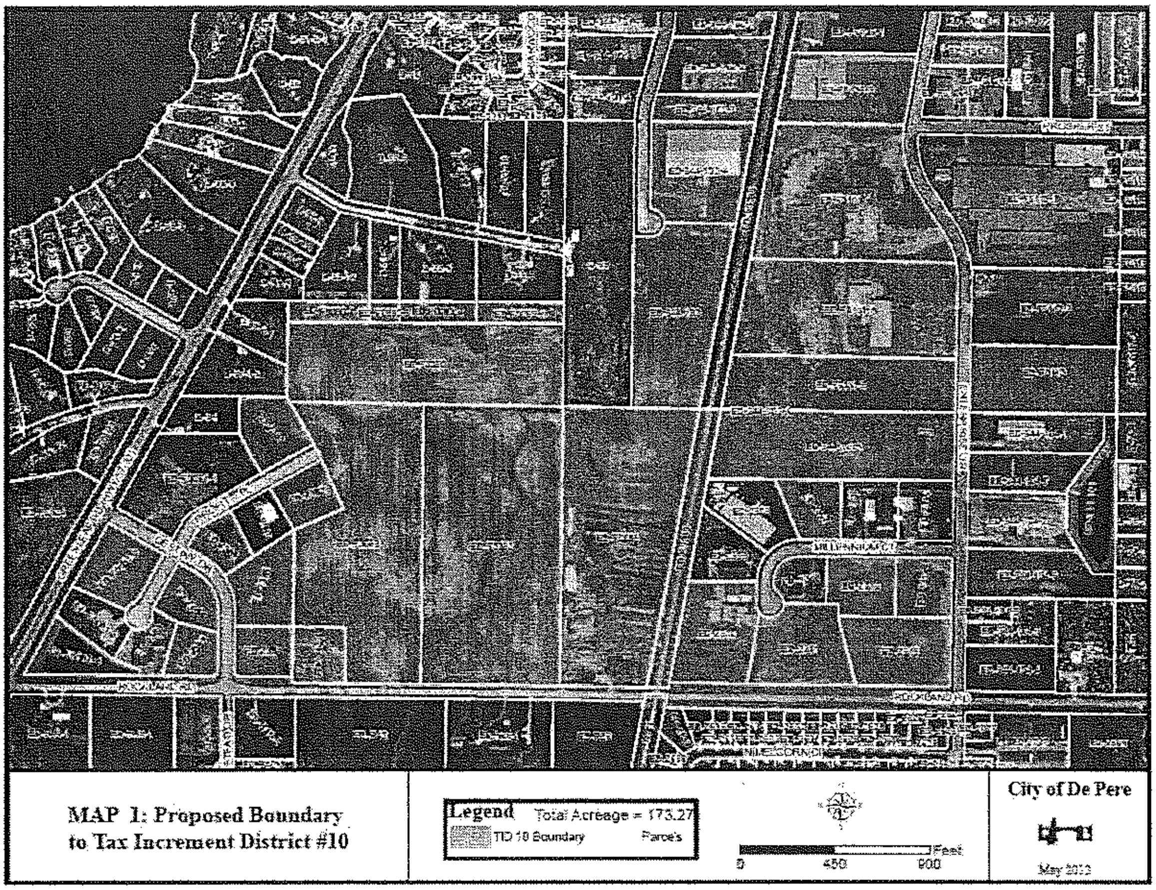
C. The project costs relate directly to promoting mixed use development, consistent with the purpose for which the district is created.

D. The equalized value of taxable property of TID No. 10, plus the value increment of all existing districts, does not exceed 12% of the total equalized value of taxable property within the City.

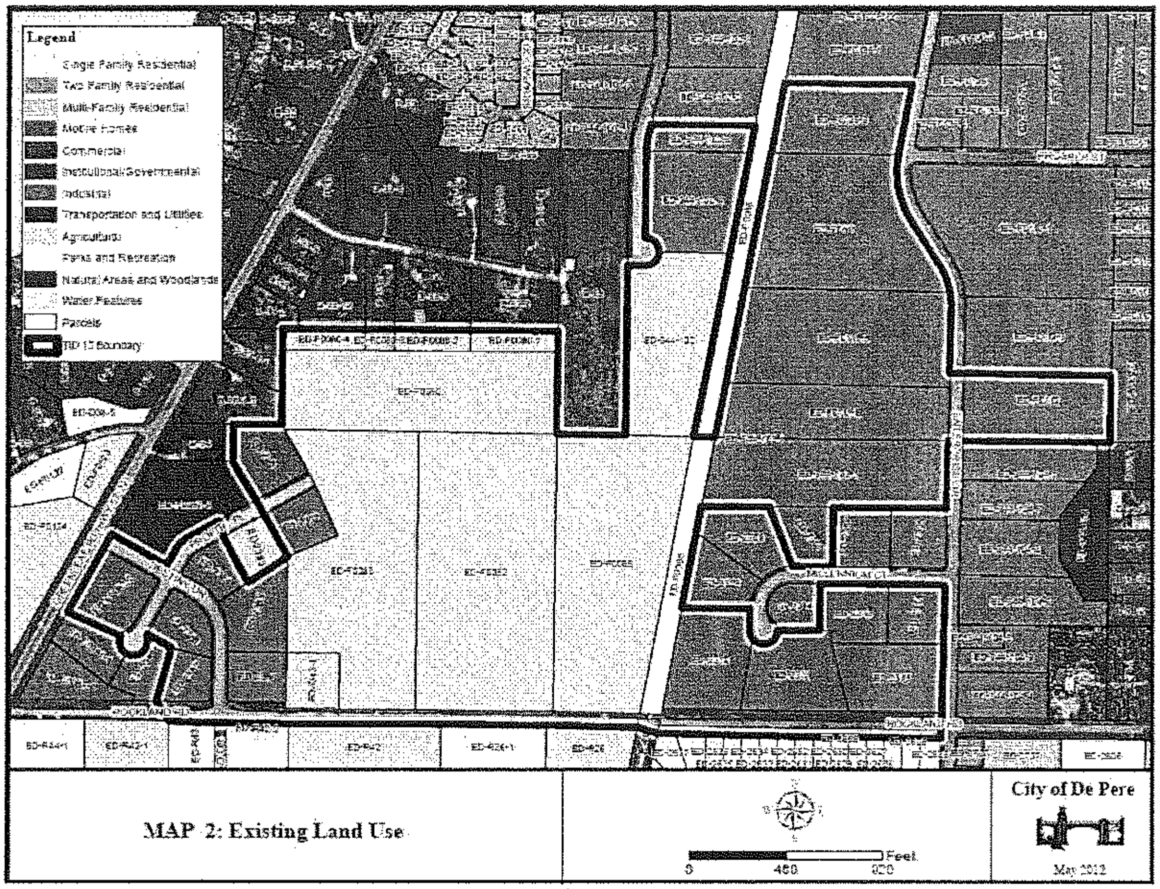
Section O City Attorney Opinion

The City Attorney for the City of De Pere, Wisconsin has reviewed the Project Plan for Tax Incremental Finance District Number 10, City of De Pere, Wisconsin, dated July 23, 2012, and has found that it is complete and complies with Section 66.1105, Wisconsin Statutes. The City Attorney letter is included as Appendix D.

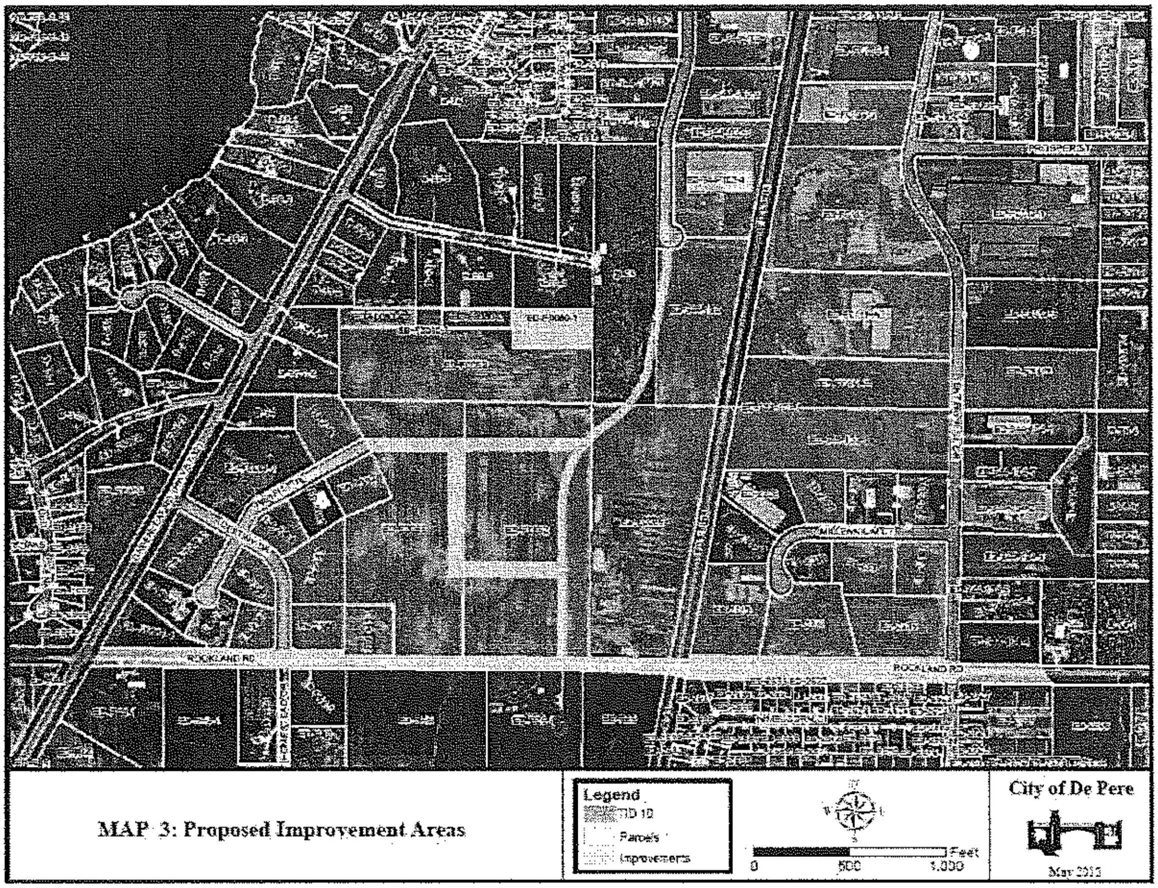
MAP 1 -- TAX INCREMENTAL FINANCING DISTRICT NUMBER 10 BOUNDARY



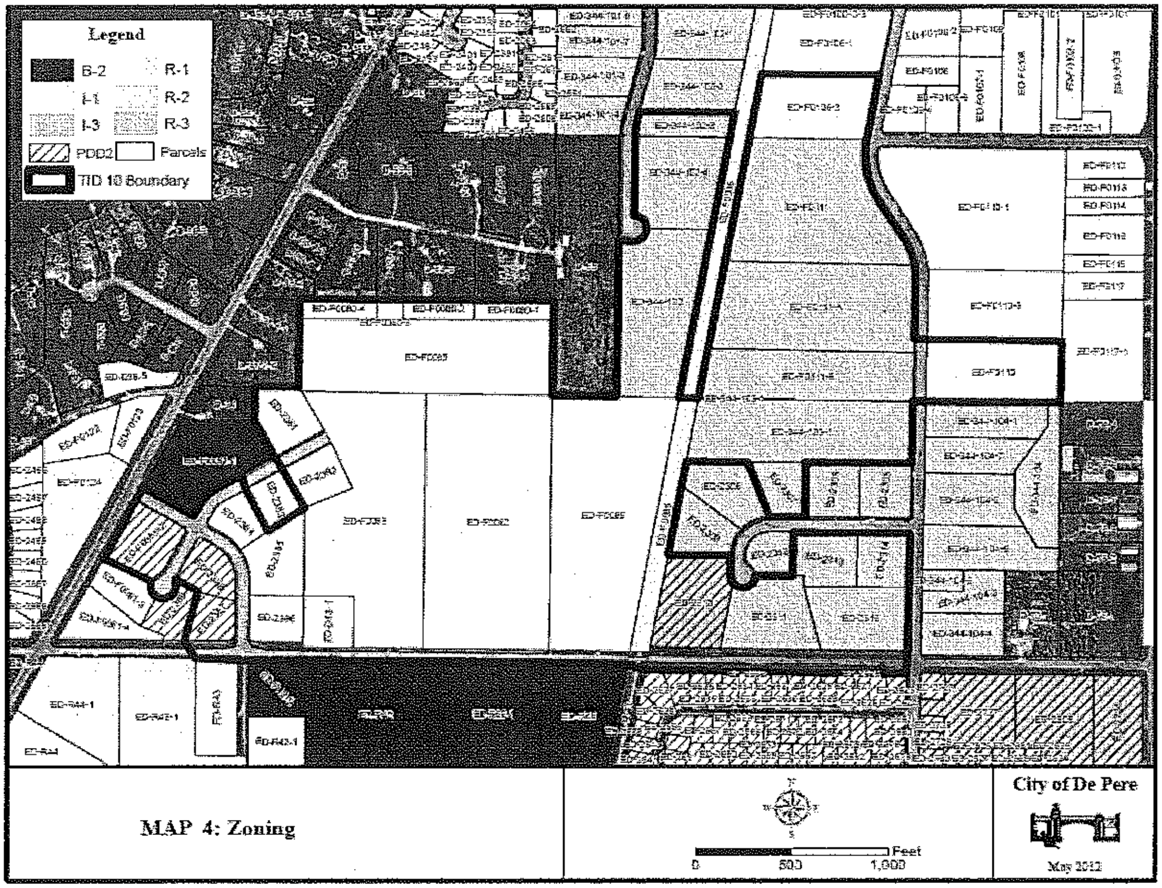
MAP 2 – EXISTING LAND USE & CONDITIONS



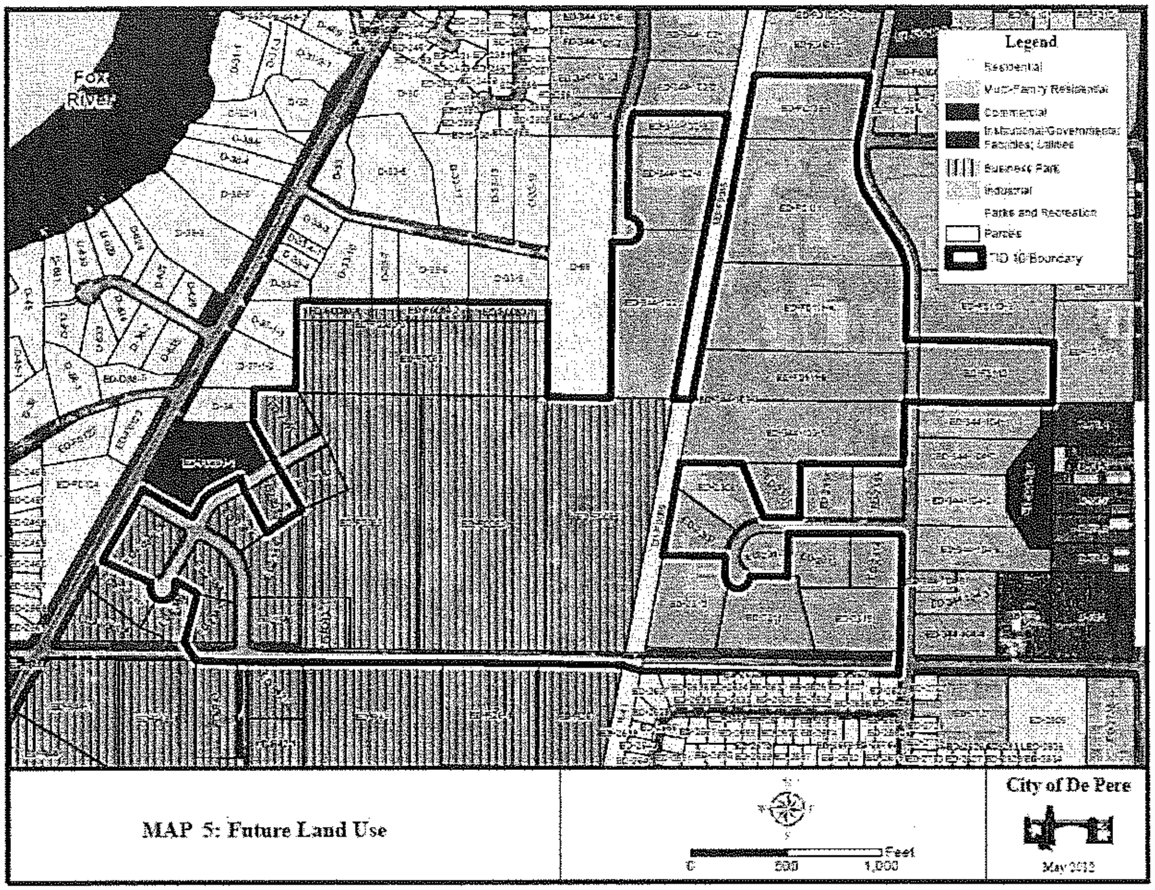
MAP 3 – LOCATION OF PROPOSED PUBLIC IMPROVEMENTS



MAP 4 – EXISTING ZONING



MAP 5 – PROPOSED LAND USE & ZONING



APPENDIX A

LEGAL DESCRIPTION

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

Part of Sections 3 and 4 of T22N-R20E and part of Sections 33 and 34 of T23N-R20E, City of DePere, Brown County, Wisconsin, more fully described as follows:

Commencing at the South ¼ corner of Section 34, T23N-R20E; thence N89°19'15"W, 784.69 feet along the South line of the Southwest ¼ of said section to the point of beginning; thence S03°21'10"W, 70.15 feet to the South 60 foot right of way line of Rockland Road, said line also being the North line of the plat of "Trailside Estates", Brown County Records; thence N89°18'59"W, 754.96 feet along said right of way and North line; thence N88°47'54"W, 597.14 feet along said right of way and North line; thence N11°02'07"E, 27.41 feet along the East line of the Wisconsin Department of Natural Resources Trail; thence N88°47'56"W, 504.74 feet along the South 33 foot right of way line of Rockland Road; thence N89°20'39"W, 1269.16 feet along said right of way line; thence S00°05'20"W, 1.29 feet to the South 35 foot right of way line as recorded in Volume 24, Certified Survey Maps, page 111, Brown County Records (B.C.R.); thence N89°18'15"W, 295.16 feet along said map and right of way; thence N88°17'28"W, 59.78 feet to the 33 foot right of way line of said road; thence N89°20'39"W, 213.50 feet along said right of way line; thence N31°59'02"W, 110.44 feet to the Southwest corner of Lot 35 of the plat of "East Side Industrial Park, Third Addition", Brown County Records; thence N15°44'13"E, 259.80 feet along the West line of said lot; thence N59°31'43"W, 131.20 feet along the Southwesterly line of Lot 36 of said plat, to the right of way line of Profit Place; thence Southwesterly 28.57 feet along said right of way line being the arc of a 65 foot radius curve to the left; thence 240.01 feet along said right of way line being the arc of a 65 foot radius curve to the right; thence N65°59'45"W, 276.75 feet along the South line of Lot 2 of Volume 48, Certified Survey Maps, page 184, B.C.R.; thence N29°36'26"E, 423.04 feet along the East right of way line of S.T.H. "32-57"; thence S60°23'34"E, 299.17 feet along the North 40 foot right of way line of Destiny Drive; thence N29°36'26"E, 83.20 feet along the West 40 foot right of way line of Profit place; thence Northeasterly 92.38 feet along said right of way being the arc of a 166 foot radius curve to the right; thence N61°29'30"E, 157.50 feet along said right of way line; thence S18°09'24"E, 81.33 feet to the Southerly 40 foot right of way line of said road; thence S28°30'36"E, 243.32 feet along the Southwesterly line of Lot 31 of said plat of "East Side Industrial Park, Third Addition"; thence N57°17'45"E, 225.36 feet along the South line of said lot; thence N30°14'52"W, 520.79 feet along the extension and West line of said lot and also the Southwesterly line of Lot 29 of said plat; thence N01°05'36"E, 175.20 feet along the West line of said lot; thence S89°21'55"E, 227.53 feet along the North line of said lot; thence N00°39'47"E, 451.61 feet along the West line of the Northeast ¼ of the Southeast ¼ of Section 33; thence S89°33'43"E, 1319.97 feet along the extension and North line of Volume 29, Certified Survey Maps, page 360, B.C.R.; thence S00°39'48"W, 486.23 feet along the East line of said quarter-quarter; thence S88°53'29"E, 331.09 feet along the North line of the Southwest ¼ of the Southwest ¼ of Section 34; thence N00°41'22"E, 802.40 feet to the South right of way line of Commerce Drive; thence S89°18'38"E, 80.00 feet along said right of way; thence 204.20 feet along the East right of way of said road being the arc of a 65 foot radius curve to the left; thence N00°41'22"E, 410.00 feet along the East 40 foot right of way line of said road; thence northeasterly 95.85feet along said right of way line being the arc of a 360 foot radius curve to the right; thence N15°56'40"E, 30.61 feet along said right of way line; thence S89°33'21"E, 494.51 feet along the North line of lot 3 of Volume 30, Certified Survey Maps, page 129, B.C.R.; thence S11°05'35"W, 1495.69 feet along the West line of said Wisconsin Department of Natural Resources Trail; thence S89°25'22"E, 100.40 feet along the North line of said Southwest ¼ of the Southwest ¼ of Section 34; thence N11°05'35"E, 1699.53 feet along the East line of said trail; thence S89°25'19"E, 610.25 feet along the North line of Lot B of Volume 4, Certified Survey Maps, page 71, B.C.R., to the West 35 foot right of way line of Enterprise Drive; thence S11°06'27"W, 337.87 feet along said right of way line; thence Southerly 334.47 feet along said right of way being the arc of a 435 foot radius curve to the left; thence S33°47'19"E, 228.10 feet along said right of way line; thence Southerly 222.96 feet along said right of way being the arc of a 365 foot radius curve to the right; thence S01°13'48"W, 308.11 feet along said right of way line; thence S89°09'15"E, 769.75 feet along the extension and North line of Volume 30, Certified Survey Maps, page 312, B.C.R.; thence S01°13'35"W, 314.25 feet along the East line of said lot; thence N89°30'56"W, 769.81 feet along the extension and South line of said lot; thence S01°13'48"W, 320.00 feet along said West right of way line of Enterprise Drive; thence N89°31'15"W, 535.02 feet along the North line of Lots 18 and 19 of the plat of "East Side Industrial Park, Second Addition", B.C.R.; thence S00°47'58"W, 280.05 feet along the West line of said Lot 19; thence N89°31'25"W, 196.01 feet along the North right of way line of Millennium Court; thence N21°55'53"W, 302.91 feet along the East line of Lot 21 of said plat; thence N89°31'15"W, 320.65 feet along the North line of said lot; thence S11°01'35"W, 488.31 feet along the East line of said Wisconsin Department of Natural Resources Trail; thence S89°31'25"E, 325.52 feet along the South line of Lot 22 of said plat of "East Side Industrial Park, Second Addition"; thence S00°28'34"W, 102.50 feet along the West right of way line of said Millennium Court; thence Easterly 205.04 feet along said right of way being a 65 foot radius curve to the left; thence S89°33'14"E, 198.56 feet; thence N01°11'50"E, 221.66 feet to the South 40 foot right of way line of said Millennium Court; thence S89°31'25"E, 586.51 feet along said right of way line; thence Southerly 19.00 feet along said right of way being the arc of a 12 foot radius curve to the right; thence S01°11'50"W, 591.06 feet along the extension and West 35 foot right of way line of Enterprise Drive; thence S03°21'10"W, 50.01 feet to the point of beginning.

Boundary contains 173.42 acres, more or less.

APPENDIX B

PUBLIC HEARING NOTICE

Publication Dates: July 5, 2012 and July 12, 2012 (Class 2 Notice)

NOTICE OF PUBLIC HEARING

PROPOSED CREATION OF TAX INCREMENTAL DISTRICT NUMBER 10, CITY OF DEPERE, WISCONSIN, AND THE PROPOSED BOUNDARIES THEREOF, AND ON THE PROPOSED PROJECT PLAN FOR SUCH TAX INCREMENTAL DISTRICT

NOTICE IS HEREBY GIVEN, that the City of De Pere Plan Commission will meet at 7:00 p.m. on Monday, July 23, 2012, at City Hall, 335 S. Broadway, De Pere, Wisconsin, to conduct a hearing regarding the proposed creation of Tax Incremental District Number 10, City of De Pere, Wisconsin, and the proposed boundaries thereof, and on the proposed Project Plan for such District.

The description of the proposed boundaries of the Tax Incremental District, which is being considered, is located in the City of De Pere, Brown County, Wisconsin, with the following parcel identification numbers and legal description:

ED-2311	EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 24 & PRT OF LOT 25 DESC IN 2356282
ED-2313	EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 26 & PRT OF LOT 25 DESC IN 2356281
ED-F0092	E1/2 SE1/4 SE1/4 SEC 33 T23N R20E EX RD
ED-F0096	R-O-W OVER SEC 27 & 34 T23N R20E
ED-F0080-3	LOT 1 OF 29 CSM 360 EX PART IN TOWN OF DE PERE BNG PART OF NE1/4 SE1/4 SEC 33 T23N R20E
ED-F0080-4	PART OF NE1/4 SE1/4 SEC 33 T23N R20E DESC IN J27386-41
ED-F0080-2	LOT 2 OF 29 CSM 360 EX PART IN TOWN OF DE PERE BNG PART OF NE1/4 SE1/4 SEC 33 T23N R20E
ED-F0085	PRT SW1/4 SW1/4 SEC 34 T23N R20E LYG W OF RR EX RD
ED-F0080-1	PART OF NE1/4 SE1/4 SEC 33 T23N R20E DESC IN J15979-03 EX J16068-28 & EX J27386-41
ED-344-102	EAST SIDE INDUSTRIAL PARK SUBD LOT 2 EX 30 CSM 129 & EX 32 CSM 319
ED-344-103-1	LOT 1 OF 30 CSM 211 BNG PRT OF LOT 3 EAST SIDE INDUSTRIAL PARK
ED-F0111	PRT OF NW1/4 SW1/4 & PRT OF NE1/4 SW1/4 SEC 34 T23N R20E DESC AS LOT 1 IN 20 CSM 79
ED-F0111-A	PRT OF NW1/4 SW1/4 & PRT OF NE1/4 SW1/4 SEC 34 T23N R20E DESC AS LOT 2 IN 20 CSM 79
ED-F0111-B	PRT OF NW1/4 SW1/4 & PRT OF NE1/4 SW1/4 SEC 34 T23N R20E DESC AS LOT 3 IN 20 CSM 79
ED-F0106-3	PRT OF S1/2 OF SE1/4NW1/4 & S1/2 OF SW1/4NW1/4 SEC34 T23N R20E DESC AS PCL B IN 4 CSM 71 BCK
ED-344-102-3	LOT 3 OF 30 CSM 129 BNG PRT OF LOT 2 EAST SIDE INDUSTRIAL PARK
ED-344-102-4	LOT 1 OF 32 CSM 319 BNG PRT OF LOT 2 EAST SIDE INDUSTRIAL PARK
ED-2315	EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 28
ED-2314	EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 27
ED-2310	EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 23
ED-2307	EAST SIDE INDUSTRIAL PARK 2ND ADDN LOT 20
ED-D43-1	THE S 295.16 FT OF W 295.16 FT SE1/4 SE1/4 SEC 33 T23N R20E EX RD & EX EAST SIDE INDUSTRIAL PARK 3RD ADDN
ED-F0080	S 502 FT OF N1/2 OF S1/2 OF SEC 33 T23N R20E LYG E OF HWY 57 EX 173 D 451 & EX 263 D 255 & EX 279 D 197 & EX 306 D 577 & EX J15979-03 & EX EAST SIDE INDUSTRIAL PARK 3RD ADDN
ED-F0083	W1/2 SE1/4 SE1/4 SEC 33 T23N R20E EX S 295.16 FT OF W 295.26 FT & EX EAST SIDE INDUSTRIAL PARK 3RD ADDN & EX RD
ED-2387	EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 35
ED-2381	EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 29
ED-2382	EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 30
ED-2386	EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 34
ED-2388	EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 36
ED-2385	EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 33
ED-2384	EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 32
ED-F0081-2	LOT 1 OF 48 CSM 184 BNG PRT OF SW1/4 SE1/4 SEC 33 T23N R20E

In addition to the parcels listed above, the boundaries of the proposed District shall include projects that extend within ½ mile of the boundary.

The City anticipates that the proposed project plan's project cost may include cash grants made by the city to owners, lessees, or developers of land that is located within the tax incremental district.

During the public hearing, all interested parties will be provided with an opportunity to express their views on the proposed creation of the tax incremental district and the proposed boundaries thereof, and on the proposed project plan for such district. Persons desiring information on the proposed tax incremental district and/or the proposed project plan may contact the City Director of Planning and Economic Development at 920-339-4043. A copy of the proposed project plan and a map of the proposed project area is available for review in City offices and will be provided upon request.

Dated this 28th day of July 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

2

De Pere Journal

STATE OF WISCONSIN
BROWN COUNTY

CITY OF DEPERE-CITY HALL
335 SOUTH BROADWAY
DE PERE. WI 54115

Natalie Bridenhagen

Being duly sworn, doth depose and say that she/he is an authorized representative of the DePere Journal, a newspaper published in Brown County, Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on

Account Number: 286422

Ad Number: 6615388

Published Date: July 05, 2012
Published Date: July 12, 2012
Total Ad Cost: $161.70

(Signed) [signature] (Date) 7/12/12
Legal Clerk

Signed and sworn before me

[signature]
Notary Public, Brown County, Wisconsin.

My commission expires 10/6/2013

CITY OF DEPERE-CITY HALL
Re: Public hearing

GANNETT WI MEDIA
435 EAST WALNUT ST.
PO BOX 23430
GREEN BAY, WI 54305-3430

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Wisconsin Media
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PHONE 920-431-8298
FAX 877-943-0443
E-MAIL legals@deperejournal.com

NOTICE OF PUBLIC HEARING PROPOSED CREATION OF TAX INCREMENTAL DISTRICT NUMBER 10, CITY OF DEPERE, WISCONSIN; AND THE PROPOSED BOUNDARIES THEREOF; AND ON THE PROPOSED PROJECT PLAN FOR SUCH TAX INCREMENTAL DISTRICT

NOTICE IS HEREBY GIVEN, that the City of De Pere Plan Commission will meet at 7:00 p.m. on Monday, July 23, 2012, at City Hall, 335 S. Broadway, De Pere, Wisconsin, to conduct a hearing regarding the proposed creation of Tax Incremental District Number 10, City of De Pere, Wisconsin, and the proposed boundaries thereof, and on the proposed Project Plan for such District.

The description of the proposed boundaries of the Tax Incremental District, which is being considered, is located in the City of De Pere, Brown County, Wisconsin, with the following parcel identification numbers and legal description:

ED-2311
EAST SIDE INDUSTRIAL PARK 2ND ADDN
LOT 24 & PRT OF LOT 25 DESC IN 2355282
ED-2313
EAST SIDE INDUSTRIAL PARK 2ND ADDN
LOT 26 & PRT OF LOT 25 DESC IN 2356281
ED-F0082
E1/2 SE1/4 SE1/4 SEC 33 T23N R20E EX RD
ED-F0086
R-O-W OVER SEC 27 & 34 T23N R20E
ED-F0080-3
LOT 1 OF 29 CSM 360 EX PART IN TOWN OF DE PERE BNG PART OF NE1/4 SE1/4 SEC 33 T23N R20E
ED-F0080-4
PART OF NE1/4 SE1/4 SEC 33 T23N R20E DESC IN J27388-41
ED-F0080-2
LOT 2 OF 29 CSM 360 EX PART IN TOWN OF DE PERE BNG PART OF NE1/4 SE1/4 SEC 33 T23N R20E
ED-F0085
PRT SW1/4 SW1/4 SEC 34 T23N R20E LYG W OF RR EX RD
ED-F0080-1
PART OF NE1/4 SE1/4 SEC 33 T23N R20E DESC IN J15979-03 EX 16068-28 & EX J27388-41
ED-344-102
EAST SIDE INDUSTRIAL PARK SUBD LOT 2 EX 30 CSM 129 & EX 32 CSM 319
ED-344-103-1
LOT 1 OF 30 CSM 211 BNG PRT OF LOT 3 EAST SIDE INDUSTRIAL PARK
ED-F0111
PRT OF NW1/4 SW1/4 & PRT OF NE1/4 SW1/4 SEC 34 T23N R20E DESC AS LOT 1 IN 20 CSM 79
ED-F0111-A
PRT OF NW1/4 SW1/4 & PRT OF NE1/4 SW1/4 SEC 34 T23N R20E DESC AS LOT 2 IN 20 CSM 79
ED-F0111-B
PRT OF NW1/4 SW1/4 & PRT OF NE1/4 SW1/4 SEC 34 T23N R20E DESC AS LOT 3 IN 20 CSM 79
ED-F0106-3
PRT OF S1/2 OF SE1/4NW1/4 & S1/2 OF SW1/4NW1/4 SEC34 T23N R20E DESC AS PCL B IN 4 CSM 71 BCR
ED-344-102-3
LOT 3 OF 30 CSM 129 BNG PRT OF LOT 2 EAST SIDE INDUSTRIAL PARK
ED-344-102-4
LOT 1 OF 32 CSM 319 BNG PRT OF LOT 2 EAST SIDE INDUSTRI-
ED-2315
EAST SIDE INDUSTRIAL PARK 2ND ADDN
LOT 28
ED-2314
EAST SIDE INDUSTRIAL PARK 2ND ADDN
LOT 27
ED-2310
EAST SIDE INDUSTRIAL PARK 2ND ADDN
LOT 23
ED-2307
EAST SIDE INDUSTRIAL PARK 2ND ADDN
LOT 20
ED-043-1
THE S 295.16 FT OF W 295.16 FT SE1/4 SE1/4 SEC 33 T23N R20E EX RD & EX EAST SIDE INDUSTRIAL PARK 3RD ADDN
ED-F0090
S 502 FT OF N1/2 OF S1/2 OF SEC 33 T23N R20E LYG E OF HWY 57 EX 173 D 451 & EX 263 D 255 & EX 270 D 197 & EX 306 D 577 & EX J15979-03 & EX EAST SIDE INDUSTRIAL PARK 3RD ADDN
ED-F0083
W1/2 SE1/4 SE1/4 SEC 33 T23N R20E EX S 295.16 FT OF W 295.26 FT & EX EAST SIDE INDUSTRIAL PARK 3RD ADDN & EX RD
ED-2387
EAST SIDE INDUSTRIAL PARK 3RD ADDN
LOT 35
ED-2381
EAST SIDE INDUSTRIAL PARK 3RD ADDN
LOT 29
ED-2382
EAST SIDE INDUSTRIAL PARK 3RD ADDN
LOT 30
ED-2386
EAST SIDE INDUSTRIAL PARK 3RD ADDN
LOT 34
ED-2388
EAST SIDE INDUSTRIAL PARK 3RD ADDN
LOT 36
ED-2385
EAST SIDE INDUSTRIAL PARK 3RD ADDN
LOT 33
ED-2384
EAST SIDE INDUSTRIAL PARK 3RD ADDN
LOT 32
ED-F0081-2
LOT 1 OF 48 CSM 184 BNG PRT OF SW1/4 SE1/4 SEC 33 T23N R20E

In addition to the parcels listed above, the boundaries of the proposed District shall include projects that extend within ½ mile of the boundary.

The City anticipates that the proposed project plan's project cost may include cash grants made by the city to owners, lessees, or developers of land that is located within the tax incremental district.

During the public hearing, all interested parties will be provided with an opportunity to express their views on the proposed creation of the tax incremental district and the proposed boundaries thereof, and on the proposed project plan for such district. Persons desiring information on the proposed tax incremental district and/or the proposed project plan may contact the City Director of Planning and Economic Development at 920-339-4043. A copy of the proposed project plan and a map of the proposed project area is available for review in City offices and will be provided upon request.

Dated this 5th day of July, 2012.

BY ORDER OF THE COMMON COUNCIL
Michael J. Walsh
Mayor
Shana Defne
City Clerk-Treasurer

July 5, 12, 2012
WNAXLP

APPENDIX D
CITY ATTORNEY REVIEW LETTER

CITY OF DE PERE

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

July 18, 2012

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

RE: **City of De Pere Tax Incremental Financing District #10 (TID #10)**

Dear Mayor and Common Council Members:

Pursuant to Wis. Stats. §66.1105(4)(f), any tax incremental financing district project plan must include an opinion of the City Attorney or of an attorney retained by the City, advising whether the plan is complete and complies with that statutory section. As the duly appointed City Attorney of the City of De Pere and upon a complete review of the Project Plan for TID #10, to which this opinion is to be appended, it is my opinion that such plan contains and adequately addresses each prerequisite set forth at Wis. Stats. §66.1105. This opinion is based on my review of said plan, my review of Wis. Stats. §66.1105 and my experience as a municipal attorney.

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

Respectfully submitted,

Judith Schmidt-Lehman

Judith Schmidt-Lehman
City Attorney

JSL:jld
H:\jdupont\Letters\2012\Mayor & PC-TID 10- 7-17-12-193-001-12.docx

RESOLUTION #12-92

AUTHORIZING THE AGREEMENT BETWEEN
THE CITY OF DE PERE AND HUMANA INSURANCE COMPANY
(Southwest Park Playground Donation)

WHEREAS, City is the owner of the community park on Lawrence Drive commonly known as Southwest Park; and

WHEREAS, Humana Insurance Company has offered to purchase and donate playground equipment and coordinate volunteer labor for installation of the same at Southwest Park, subject to the terms and conditions identified in the Agreement attached and incorporated as Exhibit A; and

WHEREAS, the Board of Park Commissioners has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City is grateful to Humana Insurance Company for their generous donation and authorizes the Mayor and Clerk-Treasurer to execute the Agreement Between the City of De Pere and Humana Insurance Company (Exhibit A).

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 7th day of August, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

AGREEMENT BETWEEN THE CITY OF DE PERE
AND HUMANA INSURANCE COMPANY
(Southwest Park Playground Donation)

THIS AGREEMENT is entered into this ____ day of ________________, 2012, by and between the City of De Pere, a Wisconsin Municipal Corporation, ("City") and Humana Insurance Company, a domestic corporation authorized to do business in Wisconsin ("Donor").

WHEREAS, City is the owner of the community park on Lawrence Drive commonly known as Southwest Park; and

WHERAS, Donor has offered to purchase and donate playground equipment and coordinate volunteer labor for installation of the same at Southwest Park, subject to the terms and conditions identified in this Agreement; and

WHEREAS, the City Board of Park Commissioners has reviewed such proposal and recommends acceptance thereof; and

WHEREAS, the City and its Board of Park Commissioners are grateful to Donor for its generous donation offer according to the terms and conditions as set forth below.

NOW THEREFORE, upon the mutual covenants and promises contained herein, together with such other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Subject to the conditions and other provisions of this Agreement, Donor agrees to purchase and donate to City playground equipment and fall surface materials valued at $25,000 for the erection of a playground area at Southwest Park. All equipment and fall surface materials shall be manufacturer warrantied and/or certified as compliant with the Americans with Disabilities Act (ADA) and the Rehabilitation Act

of 1973, as amended (hereinafter collectively referred to as ADA), such warranty and/or certification to be assignable from Donor to City. The City Director of Parks, Recreation and Forestry shall be involved in and approve the selected playground equipment.

2. Donor shall coordinate volunteer installation of the playground equipment and, to the extent possible, the fall surface; such installation to occur on September 4, 2012, or such other date as is mutually agreed upon should the September 4, 2012 construction not occur (hereinafter referred to as September 4, 2012).
3. Donor shall also provide and pay for any skilled labor needed for necessary drilling of holes in conjunction with the installation of the play equipment.
4. Donor shall supply all tools necessary for the playground installation, including but not limited to, hammers, nails, wrenches, screwdrivers, shovels, wheelbarrows and similar general purpose tools as recommended by the equipment manufactures. Should the City own a specialized purpose tool as required for the installation, Donor may request use of such tool under the City's equipment use policy.
5. City shall, at its expense:

    (A) Designate the area where the playground shall be installed and make preparatory excavation and any other site improvements of the same necessary for the installation of the equipment;

    (B) Store the playground equipment and deliver the same to the playground site location in the morning of September 4, 2012;

    (C) Distribute/spread the wood fiber fall surface in the event volunteers are unable to do so;

    (D) Provide an electrical power source, a potable water source and access to the park concession building and restrooms for the volunteers;

(E) Notify Diggers Hotline of the proposed construction with sufficient time for the site to be marked by utility companies; and

(F) Install an ADA compliant accessible path to the playground site.

6. All improvements and facilities constructed or completed under this Agreement shall become the property of the City of De Pere upon installation or construction.

7. The City shall be responsible for all maintenance, repair and replacement of the playground improvements.

8. Donor hereby assigns, transfers and otherwise conveys to City all warranties and/or certifications attendant to the playground equipment, including but not limited to, manufacturer warranties/certifications of ADA compliance and fitness for a particular use or purpose. Such assignment shall be effective upon the delivery of the equipment and materials to the City.

9. Donor shall indemnify, defend and save harmless the City, its officers, officials, employees and agents from any and all claims of damage or injury occurring or alleged to have occurred or arisen in connection with the on-site construction and installation of the playground and materials, whether claimed by Donor, its officers, agents or employees, the volunteer laborers, a third party or City. Donor shall supply City with a certificate of general liability insurance, name the City as an additional insured for purposes of the playground construction on September 4, 2012, in an amount not less than $1 million per occurrence, $2 million aggregate.

10. Except as provided in paragraph 9 above, the City shall indemnify and save harmless Donor, volunteers, and their respective successors and assigns, from any and all claims and other causes of action based upon property damage or personal injury

arising from Donor's donation of the playground equipment and materials or use of the playground equipment by City residents or others.

11. This Agreement may not be assigned by any party unless agreed to in writing by all parties; however, this Agreement shall be binding upon and inure to the benefit of any of the parties' successors in interest.
12. No amendment to the terms or conditions of this Agreement shall be effective unless agreed to in and signed by all parties.
13. Any notice required or permitted hereunder shall be mailed, postage paid, to the following:

If to City:	If to Donor:
City of De Pere Attn: City Clerk-Treasurer 335 South Broadway Street De Pere, WI 54115	Humana, Inc. Attn: Workplace Solutions Manager 1100 Employers Blvd. Green Bay, WI 54344

Dated this _____ day of ___________________, 2012.

HUMANA INSURANCE COMPANY **By:**	**CITY OF DE PERE** **By:**
______________________________ Print Name: Title:	______________________________ Michael J. Walsh, Mayor
______________________________ Print Name: Title:	______________________________ Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2012\SW Park Playground (Humana) final 7-31-12-151-006-12.docx

RESOLUTION #12-93

REQUESTING SWIFT ACTION TO APPROVE DETAILED STUDY ALTERNATIVE 2 AS SOUTHERN BRIDGE CORRIDOR
(Arterial Street along Rockland and Red Maple Roads with a US 41 Interchange)

WHEREAS, the recommendation for a bridge South of the City of De Pere first appeared in the Brown County Comprehensive Plan in 1968 and this bridge became known as the "Southern Bridge"; and

WHEREAS, the Southern Bridge issue was addressed again in 1991, by the Brown County Planning Commission with a study comparing the Rockland Road crossing location to a possible crossing at Heritage and Scheuring Road; and

WHEREAS, in June of 1996, the Brown County Planning Commission adopted the Brown County Year 2020 Land Use and Transportation Plan with the recommendation for the Southern Bridge crossing to be located within a half-mile corridor surrounding Rockland Road and Red Maple Road to be constructed in 2020; and

WHEREAS, on September 15, 1998, the Common Council adopted Resolution #98-90 in support of the Rockland Road and Red Maple Road corridor; and

WHEREAS, in March of 2000, the Brown County Planning Commission staff created bypass access guidelines and sent the proposal to Bellevue, Ledgeview, De Pere, Rockland, Ashwaubenon and Lawrence, all communities located in Brown County; and

WHEREAS, in February of 2010, the Brown County Planning Commission proposed alternatives for the Southern Bridge crossing, following an Environmental Impact Statement (EIS); and

WHEREAS, the Common Council adopted Resolution 11-109 on November 15, 2011, expressing its preference for Alternative 2 (Rockland Road with a US 41 Interchange) as it is consistent with adopted plans of Brown County, City of De Pere, Town of Ledgeview and Village of Bellevue in addition to the following considerations:

- an interchange at US 41 will improve safety in the US 41 corridor by removing traffic with destinations east of the Green Bay metropolitan area onto already constructed or planned public streets;
- the US 41 corridor in the greater Green Bay metropolitan area is an urban corridor carrying commercial, business and personal travel to northeastern Wisconsin from around the Midwest and an additional interchange at the location of the Southern Bridge will facilitate the planned, strategic movement of this traffic to its intended destination;
- the urban area south of De Pere and Green Bay in Brown County has experienced unprecedented growth over the past 15 years, resulting in traffic congestion which will be alleviated with the construction of an interchange in conjunction with construction of the Southern Bridge at the Red Maple and Rockland Road locale;
- this corridor, along with the interchange on US 41, will provide significant economic growth by providing the necessary infrastructure for planned growth as defined in the City Comprehensive Plan; and

WHEREAS, in 2007, the State of Wisconsin Department of Transportation (WisDOT) completed reconstruction of the City's Claude Allouez Bridge with the intersection of the bridge at Broadway Street featuring a two lane roundabout , designed in order to accommodate traffic through 2030; and

WHEREAS, WisDOT has studied traffic at the roundabout in De Pere several times since the 2007 completion of the reconstructed bridge due to unexpected low performance of the roundabout in alleviating traffic back-ups and WisDOT has recently discovered that the volume of traffic utilizing the roundabout and the Claude Allouez Bridge in 2012 already exceeds 2030 traffic projections; and

WHEREAS, the population growth south of the City of De Pere since 2000 is a direct and major contributor to excessive traffic at the roundabout, resulting in WisDOT efforts to redesign the roundabout less than six (6) years into its operation; and

WHEREAS, the proposed Southern Bridge, Alternative #2 (with US 41 Interchange), is desperately needed in order to alleviate congestion and allow the infrastructure installed in 2006 to safely and reliably perform as designed.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The City of De Pere urges Brown County to move with all deliberate speed in obtaining all approvals necessary to designate Alternative #2 as the Southern Bridge corridor. The City of De Pere, throughout the many years of planning for Southern Bridge, has made numerous planning decisions which relate to land use and business development that are consistent with Alternative #2.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of August, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

Item #13

An updated Riverwalk revenue and expenditure balance sheet will be distributed at the meeting.

PACKET: 03689 AUG 2012 COUNCIL - 8-7-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5957	A & M CONCRETE & CONSTRUCTION INC							
	I-1953	A & M CONCRETE & CONSTRUCTION	R	8/07/2012		180.00CR	065318	180.00
0001	A1 ELEVATOR CORP							
	I-3548	A1 ELEVATOR CORP	R	8/07/2012		114.00CR	065319	114.00
6426	ACL							
	I-201206-0	ACL	R	8/07/2012		40.20CR	065320	40.20
1681	ADVANCE CONSTRUCTION INC							
	I-11-09 (4)	ADVANCE CONSTRUCTION INC	R	8/07/2012		8,274.50CR	065321	8,274.50
0217	AGRI-PARTNERS COOPERATIVE							
	I-201207251227	AGRI-PARTNERS COOPERATIVE	R	8/07/2012		35.46CR	065322	
	I-201207251228	AGRI-PARTNERS COOPERATIVE	R	8/07/2012		6.99CR	065322	
	I-201208021247	AGRI-PARTNERS COOPERATIVE	R	8/07/2012		7.45CR	065322	
	I-201208021248	AGRI-PARTNERS COOPERATIVE	R	8/07/2012		5.49CR	065322	
	I-201208021249	AGRI-PARTNERS COOPERATIVE	R	8/07/2012		0.61CR	065322	56.00
2834	AICPA							
	I-201207251229	AICPA	R	8/07/2012		220.00CR	065323	220.00
0302	AIRGAS USA LLC							
	I-9007217769	AIRGAS USA LLC	R	8/07/2012		84.44CR	065324	
	I-9903144773	AIRGAS USA LLC	R	8/07/2012		88.74CR	065324	
	I-9903144774	AIRGAS USA LLC	R	8/07/2012		108.35CR	065324	
	I-9903144775	AIRGAS USA LLC	R	8/07/2012		276.57CR	065324	558.10
6388	ALLISON SYSTEMS INC							
	I-16506	ALLISON SYSTEMS INC	R	8/07/2012		1,068.00CR	065325	1,068.00
0007	AMBROSIUS SALES & SERVICE							
	I-64324	AMBROSIUS SALES & SERVICE	R	8/07/2012		8.52CR	065326	
	I-64405	AMBROSIUS SALES & SERVICE	R	8/07/2012		4.00CR	065326	
	I-64442	AMBROSIUS SALES & SERVICE	R	8/07/2012		82.50CR	065326	
	I-64512	AMBROSIUS SALES & SERVICE	R	8/07/2012		80.20CR	065326	
	I-64598	AMBROSIUS SALES & SERVICE	R	8/07/2012		0.93CR	065326	176.15
5158	AMBROSIUS STUDIOS INC							
	I-13490-1	AMBROSIUS STUDIOS INC	R	8/07/2012		40.00CR	065327	40.00
0013	ARAMARK UNIFORM SERVICES INC							
	I-616-6435482	ARAMARK UNIFORM SERVICES INC	R	8/07/2012		320.63CR	065328	
	I-616-6444404	ARAMARK UNIFORM SERVICES INC	R	8/07/2012		320.63CR	065328	641.26

PACKET: 03689 AUG 2012 COUNCIL - 8-7-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2878	ARING EQUIPMENT CO INC							
	I-396965	ARING EQUIPMENT CO INC	R	8/07/2012		90.85CR	065329	90.85
1380	AUTOHOE II INC							
	I-11794	AUTOHOE II INC	R	8/07/2012		86.00CR	065330	86.00
0441	BADGER METER INC							
	I-95324601	BADGER METER INC	R	8/07/2012		989.04CR	065331	989.04
0020	BADGERLAND PRINTING INC							
	I-19948	BADGERLAND PRINTING INC	R	8/07/2012		765.00CR	065332	
	I-19949	BADGERLAND PRINTING INC	R	8/07/2012		765.00CR	065332	
	I-20013	BADGERLAND PRINTING INC	R	8/07/2012		943.72CR	065332	
	I-20036	BADGERLAND PRINTING INC	R	8/07/2012		36.00CR	065332	
	I-20087	BADGERLAND PRINTING INC	R	8/07/2012		21.50CR	065332	
	I-20098	BADGERLAND PRINTING INC	R	8/07/2012		40.00CR	065332	2,571.22
2489	BAILEY'S TEST STRIPS & THERM INC							
	I-12.11055	BAILEY'S TEST STRIPS & THERM I	R	8/07/2012		77.00CR	065333	77.00
0023	BATTERIES PLUS LLC							
	I-501-366650	BATTERIES PLUS LLC	R	8/07/2012		95.50CR	065334	95.50
0132	BAY AREA HUMANE SOCIETY AND							
	I-JUNE2012-DEP	BAY AREA HUMANE SOCIETY AND	R	8/07/2012		155.00CR	065335	155.00
0027	BAY TOWEL INC							
	I-1483697	BAY TOWEL INC	R	8/07/2012		126.00CR	065336	
	I-1488173	BAY TOWEL INC	R	8/07/2012		20.00CR	065336	
	I-1488177	BAY TOWEL INC	R	8/07/2012		35.64CR	065336	
	I-1490013	BAY TOWEL INC	R	8/07/2012		129.78CR	065336	
	I-1491336	BAY TOWEL INC	R	8/07/2012		35.90CR	065336	
	I-1491337	BAY TOWEL INC	R	8/07/2012		78.61CR	065336	
	I-1494503	BAY TOWEL INC	R	8/07/2012		42.76CR	065336	
	I-1494504	BAY TOWEL INC	R	8/07/2012		52.82CR	065336	
	I-1497727	BAY TOWEL INC	R	8/07/2012		35.64CR	065336	
	I-1497728	BAY TOWEL INC	R	8/07/2012		54.00CR	065336	611.15
2099	BENEFIT ADVANTAGE INC							
	I-132709	BENEFIT ADVANTAGE INC	R	8/07/2012		28.00CR	065337	28.00
0033	BIRDSEYE DAIRY INC							
	I-133303	BIRDSEYE DAIRY INC	R	8/07/2012		293.16CR	065338	
	I-133304	BIRDSEYE DAIRY INC	R	8/07/2012		500.28CR	065338	
	I-133528	BIRDSEYE DAIRY INC	R	8/07/2012		309.48CR	065338	
	I-133529	BIRDSEYE DAIRY INC	R	8/07/2012		335.04CR	065338	
	I-133761	BIRDSEYE DAIRY INC	R	8/07/2012		380.16CR	065338	
	I-133762	BIRDSEYE DAIRY INC	R	8/07/2012		225.36CR	065338	
	I-133998	BIRDSEYE DAIRY INC	R	8/07/2012		259.32CR	065338	
	I-133999	BIRDSEYE DAIRY INC	R	8/07/2012		373.92CR	065338	
	I-134186	BIRDSEYE DAIRY INC	R	8/07/2012		191.76CR	065338	2,868.48

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0038	BROADWAY AUTOMOTIVE INC							
	I-612111P	BROADWAY AUTOMOTIVE INC	R	8/07/2012		69.19CR	065339	
	I-613538P	BROADWAY AUTOMOTIVE INC	R	8/07/2012		104.55CR	065339	173.74
0790	BROWN COUNTY CLERK							
	I-2012-GOV RECALL 23	BROWN COUNTY CLERK	R	8/07/2012		1,167.28CR	065340	1,167.28
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201208021250	BROWN COUNTY HIGHWAY COMMISSIO	R	8/07/2012		1,892.58CR	065341	1,892.58
4537	BSN SPORTS							
	C-94759056	BSN SPORTS	R	8/07/2012		25.99	065342	
	I-94739636	BSN SPORTS	R	8/07/2012		89.39CR	065342	
	I-94754957	BSN SPORTS	R	8/07/2012		60.99CR	065342	124.39
0115	CARQUEST AUTO PARTS LLC							
	I-6339-152297	CARQUEST AUTO PARTS LLC	R	8/07/2012		16.00CR	065343	16.00
0536	CDW GOVERNMENT INC							
	I-L674932	CDW GOVERNMENT INC	R	8/07/2012		219.49CR	065344	
	I-L735114	CDW GOVERNMENT INC	R	8/07/2012		65.36CR	065344	
	I-L752632	CDW GOVERNMENT INC	R	8/07/2012		563.44CR	065344	
	I-L884298	CDW GOVERNMENT INC	R	8/07/2012		2,570.04CR	065344	
	I-M385366	CDW GOVERNMENT INC	R	8/07/2012		699.99CR	065344	4,118.32
6575	CEDAR CORP							
	I-74597	CEDAR CORP	R	8/07/2012		1,700.00CR	065345	1,700.00
6468	CENTRAL SERVICE CENTER							
	I-20810	CENTRAL SERVICE CENTER	R	8/07/2012		137.95CR	065346	
	I-20811	CENTRAL SERVICE CENTER	R	8/07/2012		137.95CR	065346	
	I-20812	CENTRAL SERVICE CENTER	R	8/07/2012		77.95CR	065346	353.85
6521	CENTRAL WI BODY & HOIST INC							
	I-90063	CENTRAL WI BODY & HOIST INC	R	8/07/2012		73.97CR	065347	73.97
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7468	CLEANING SOLUTION SERVICES INC	R	8/07/2012		89.64CR	065348	
	I-05-7472	CLEANING SOLUTION SERVICES INC	R	8/07/2012		1,261.85CR	065348	
	I-05-7501	CLEANING SOLUTION SERVICES INC	R	8/07/2012		54.68CR	065348	
	I-05-7520	CLEANING SOLUTION SERVICES INC	R	8/07/2012		76.98CR	065348	
	I-05-7521	CLEANING SOLUTION SERVICES INC	R	8/07/2012		59.64CR	065348	
	I-05-7528	CLEANING SOLUTION SERVICES INC	R	8/07/2012		100.00CR	065348	
	I-05-7530	CLEANING SOLUTION SERVICES INC	R	8/07/2012		1,363.55CR	065348	
	I-05-7531	CLEANING SOLUTION SERVICES INC	R	8/07/2012		1,225.00CR	065348	4,231.34

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5218	CONCRETE CUTTERS INC							
	I-12-19A (1) FINAL	CONCRETE CUTTERS INC	R	8/07/2012		3,800.00CR	065349	3,800.00
0063	DAANEN & JANSSEN INC							
	I-123799	DAANEN & JANSSEN INC	R	8/07/2012		136.50CR	065350	136.50
1183	DE CLEENE TRUCK REPAIR & REFRIG INC							
	I-590978	DE CLEENE TRUCK REPAIR & REFRI	R	8/07/2012		567.95CR	065351	567.95
0713	DE GROOT INC							
	I-12-01 (1)	DE GROOT INC	R	8/07/2012		151,195.43CR	065352	151,195.43
5348	DECATUR ELECTRONICS INC							
	I-IN00003927	DECATUR ELECTRONICS INC	R	8/07/2012		55.00CR	065353	55.00
2543	DLT SOLUTIONS INC							
	I-4190930 QUOTE	DLT SOLUTIONS INC	R	8/07/2012		740.00CR	065354	740.00
0083	EDLBECK CO							
	I-440815	EDLBECK CO	R	8/07/2012		402.98CR	065355	
	I-441307	EDLBECK CO	R	8/07/2012		375.98CR	065355	
	I-441308	EDLBECK CO	R	8/07/2012		291.16CR	065355	
	I-442280	EDLBECK CO	R	8/07/2012		562.17CR	065355	1,632.29
0944	ELECTION SYSTEMS & SOFTWARE INC							
	I-820894	ELECTION SYSTEMS & SOFTWARE IN	R	8/07/2012		1,435.48CR	065356	1,435.48
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1475939	EMERGENCY MEDICAL PRODUCTS INC	R	8/07/2012		73.64CR	065357	
	I-1477768	EMERGENCY MEDICAL PRODUCTS INC	R	8/07/2012		2,008.21CR	065357	
	I-1479142	EMERGENCY MEDICAL PRODUCTS INC	R	8/07/2012		489.60CR	065357	2,571.45
0086	EMPLOYEE RESOURCE CENTER INC							
	I-712-273	EMPLOYEE RESOURCE CENTER INC	R	8/07/2012		342.50CR	065358	342.50
3597	EVIDENT CRIME SCENE PRODUCTS							
	I-69424A	EVIDENT CRIME SCENE PRODUCTS	R	8/07/2012		239.25CR	065359	239.25
0091	FASTENAL COMPANY							
	I-WIGRE256790	FASTENAL COMPANY	R	8/07/2012		10.56CR	065360	10.56
0331	FERGUSON WATERWORKS #1476 INC							
	I-113633	FERGUSON WATERWORKS #1476 INC	R	8/07/2012		2,860.90CR	065361	
	I-114534	FERGUSON WATERWORKS #1476 INC	R	8/07/2012		342.00CR	065361	3,202.90

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2627	FESTIVAL FOODS INC							
	I-201207261242	FESTIVAL FOODS INC	R	8/07/2012		11.96CR	065362	11.96
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-11006	FIRE APPARATUS & EQUIPMENT INC	R	8/07/2012		190.10CR	065363	190.10
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9426153-00	FIRST SUPPLY GREEN BAY LLC	R	8/07/2012		22.56CR	065364	
	I-9449830-00	FIRST SUPPLY GREEN BAY LLC	R	8/07/2012		177.68CR	065364	200.24
0097	FIVE ALARM INC							
	I-125150-1	FIVE ALARM INC	R	8/07/2012		289.00CR	065365	289.00
0835	FOSTER COACH SALES INC							
	I-6506	FOSTER COACH SALES INC	R	8/07/2012		83.33CR	065366	83.33
0089	FRV INC							
	C-115829	FRV INC	R	8/07/2012		160.00	065367	
	I-115791	FRV INC	R	8/07/2012		42.30CR	065367	
	I-115861	FRV INC	R	8/07/2012		110.33CR	065367	
	I-116847	FRV INC	R	8/07/2012		140.00CR	065367	
	I-A0025	FRV INC	R	8/07/2012		5.55CR	065367	138.18
0110	G & K SERVICES INC							
	I-1011618792	G & K SERVICES INC	R	8/07/2012		93.72CR	065368	93.72
0562	GALL'S INC							
	C-512179312	GALL'S INC	R	8/07/2012		89.96	065369	
	I-512233882	GALL'S INC	R	8/07/2012		106.32CR	065369	
	I-512249877	GALL'S INC	R	8/07/2012		108.99CR	065369	125.35
1891	GANNETT WI MEDIA							
	I-6455690	GANNETT WI MEDIA	R	8/07/2012		210.53CR	065370	210.53
6084	GANNETT WI MEDIA							
	I-201208021251	GANNETT WI MEDIA	R	8/07/2012		192.02CR	065371	192.02
6609	GARCIA, VANESSA							
	I-201208021252	GARCIA, VANESSA	R	8/07/2012		105.00CR	065372	105.00
6227	GLOBALSTAR USA							
	I-1000000004039607	GLOBALSTAR USA	R	8/07/2012		634.96CR	065373	634.96

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5630	GRAEF INC							
	I-74351	GRAEF INC	R	8/07/2012		3,889.95CR	065374	
	I-74361	GRAEF INC	R	8/07/2012		9,000.00CR	065374	12,889.95
0116	GRAINGER INC							
	I-9855715398	GRAINGER INC	R	8/07/2012		3.69CR	065375	
	I-9856393476	GRAINGER INC	R	8/07/2012		28.22CR	065375	
	I-9863625480	GRAINGER INC	R	8/07/2012		25.66CR	065375	
	I-9863625498	GRAINGER INC	R	8/07/2012		6.20CR	065375	
	I-9865710660	GRAINGER INC	R	8/07/2012		53.73CR	065375	
	I-9866090864	GRAINGER INC	R	8/07/2012		42.30CR	065375	
	I-9866090872	GRAINGER INC	R	8/07/2012		66.96CR	065375	
	I-9873857214	GRAINGER INC	R	8/07/2012		60.90CR	065375	
	I-9875674567	GRAINGER INC	R	8/07/2012		101.80CR	065375	
	I-9877088279	GRAINGER INC	R	8/07/2012		49.74CR	065375	
	I-9879307644	GRAINGER INC	R	8/07/2012		151.51CR	065375	590.71
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-960951957	GRAYBAR ELECTRIC COMPANY INC	R	8/07/2012		16.08CR	065376	16.08
0124	GREEN BAY CITY TREASURER							
	I-79808	GREEN BAY CITY TREASURER	R	8/07/2012		38,658.25CR	065377	38,658.25
6610	GREEN BAY GLASS INC							
	I-11967	GREEN BAY GLASS INC	R	8/07/2012		388.00CR	065378	388.00
2044	GREEN BAY TITLE COMPANY INC							
	I-GB34878 2	GREEN BAY TITLE COMPANY INC	R	8/07/2012		50.00CR	065379	
	I-GB34891	GREEN BAY TITLE COMPANY INC	R	8/07/2012		55.00CR	065379	105.00
6608	GROTH, TRISTA							
	I-201207261243	GROTH, TRISTA	R	8/07/2012		15.30CR	065380	15.30
4902	HALRON LUBRICANTS INC							
	C-518879-00	HALRON LUBRICANTS INC	R	8/07/2012		20.00	065381	
	I-518348-00	HALRON LUBRICANTS INC	R	8/07/2012		632.62CR	065381	
	I-518791-00	HALRON LUBRICANTS INC	R	8/07/2012		2,051.00CR	065381	
	I-519180-00	HALRON LUBRICANTS INC	R	8/07/2012		17.85CR	065381	
	I-520289-00	HALRON LUBRICANTS INC	R	8/07/2012		156.81CR	065381	2,838.28
0446	HAWKINS INC							
	I-3353995 RI	HAWKINS INC	R	8/07/2012		4,810.39CR	065382	
	I-3360815 RI	HAWKINS INC	R	8/07/2012		2,574.00CR	065382	
	I-3360816 RI	HAWKINS INC	R	8/07/2012		4,868.39CR	065382	
	I-3364365 RI	HAWKINS INC	R	8/07/2012		3,458.03CR	065382	
	I-3367655 RI	HAWKINS INC	R	8/07/2012		15.00CR	065382	15,725.81

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3521	HD SUPPLY WATERWORKS LTD							
	I-5021351	HD SUPPLY WATERWORKS LTD	R	8/07/2012		165.97CR	065383	
	I-5108884	HD SUPPLY WATERWORKS LTD	R	8/07/2012		281.32CR	065383	
	I-5149332	HD SUPPLY WATERWORKS LTD	R	8/07/2012		1,122.81CR	065383	
	I-5154881	HD SUPPLY WATERWORKS LTD	R	8/07/2012		195.50CR	065383	1,765.60
1121	TOM HENDRICKS							
	I-201207261232	TOM HENDRICKS	R	8/07/2012		40.76CR	065384	40.76
6589	HSHS EWD							
	I-201207261233	HSHS EWD	R	8/07/2012		186.00CR	065385	186.00
5484	HYDRO DESIGNS INC							
	I-27023-IN	HYDRO DESIGNS INC	R	8/07/2012		2,876.00CR	065386	
	I-27056-IN	HYDRO DESIGNS INC	R	8/07/2012		1,657.00CR	065386	4,533.00
5425	IAAI INC							
	I-37737	IAAI INC	R	8/07/2012		75.00CR	065387	75.00
3468	ID-ACCESS							
	I-776	ID-ACCESS	R	8/07/2012		10.00CR	065388	10.00
1399	INDOFF INC							
	C-2104425	INDOFF INC	R	8/07/2012		12.88	065389	
	I-2107628	INDOFF INC	R	8/07/2012		451.38CR	065389	
	I-2109510	INDOFF INC	R	8/07/2012		108.76CR	065389	
	I-2110828	INDOFF INC	R	8/07/2012		99.71CR	065389	
	I-2112496	INDOFF INC	R	8/07/2012		22.95CR	065389	
	I-2114677	INDOFF INC	R	8/07/2012		103.41CR	065389	
	I-2115327	INDOFF INC	R	8/07/2012		26.87CR	065389	
	I-2116659	INDOFF INC	R	8/07/2012		1,423.62CR	065389	
	I-2120476	INDOFF INC	R	8/07/2012		360.90CR	065389	
	I-2121621	INDOFF INC	R	8/07/2012		531.82CR	065389	
	I-2121797	INDOFF INC	R	8/07/2012		31.75CR	065389	
	I-2121798	INDOFF INC	R	8/07/2012		77.99CR	065389	
	I-2124859	INDOFF INC	R	8/07/2012		26.73CR	065389	3,253.01
1338	JAMES E KOCKEN TRUCKING							
	I-0314	JAMES E KOCKEN TRUCKING	R	8/07/2012		262.50CR	065390	262.50
6529	JANKE GENERL CONTRACTORS INC							
	I-2007-2028.00 (6)	JANKE GENERL CONTRACTORS INC	R	8/07/2012		63,048.96CR	065391	63,048.96

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6606	JONES & BARTLETT LEARNING LLC							
	I-2571060	JONES & BARTLETT LEARNING LLC	R	8/07/2012		624.99CR	065392	624.99
1276	JX ENTERPRISES INC							
	I-D-221870044	JX ENTERPRISES INC	R	8/07/2012		386.99CR	065393	
	I-D-221910101	JX ENTERPRISES INC	R	8/07/2012		11.10CR	065393	
	I-D-221930020	JX ENTERPRISES INC	R	8/07/2012		25.64CR	065393	
	I-D-221930105	JX ENTERPRISES INC	R	8/07/2012		118.58CR	065393	
	I-D-221940059	JX ENTERPRISES INC	R	8/07/2012		56.52CR	065393	
	I-D-222050059	JX ENTERPRISES INC	R	8/07/2012		9.26CR	065393	
	I-D-222070055	JX ENTERPRISES INC	R	8/07/2012		60.65CR	065393	668.74
1048	KIMMELS LOCKSMITHS							
	I-41329	KIMMELS LOCKSMITHS	R	8/07/2012		145.00CR	065394	145.00
2583	ROBERT KISER							
	I-201207261234	ROBERT KISER	R	8/07/2012		181.11CR	065395	181.11
1348	KLEUSKENS ELECTRIC							
	I-201207261235	KLEUSKENS ELECTRIC	R	8/07/2012		82.85CR	065396	82.85
5453	KOBUSSEN BUSES LTD							
	I-176716	KOBUSSEN BUSES LTD	R	8/07/2012		447.06CR	065397	447.06
3140	KUNDINGER FLUID POWER INC							
	I-50193690	KUNDINGER FLUID POWER INC	R	8/07/2012		803.14CR	065398	803.14
2289	KUSSMAUL ELECTRONICS CO INC							
	I-63092	KUSSMAUL ELECTRONICS CO INC	R	8/07/2012		193.64CR	065399	193.64
0153	LAFORCE INC							
	I-706942 RI	LAFORCE INC	R	8/07/2012		166.88CR	065400	166.88
0154	LAMERS BUS LINES INC							
	I-410791	LAMERS BUS LINES INC	R	8/07/2012		228.00CR	065401	
	I-410792	LAMERS BUS LINES INC	R	8/07/2012		152.00CR	065401	
	I-410823	LAMERS BUS LINES INC	R	8/07/2012		80.00CR	065401	
	I-410824	LAMERS BUS LINES INC	R	8/07/2012		240.00CR	065401	
	I-410825	LAMERS BUS LINES INC	R	8/07/2012		80.00CR	065401	
	I-411066	LAMERS BUS LINES INC	R	8/07/2012		240.00CR	065401	
	I-411067	LAMERS BUS LINES INC	R	8/07/2012		160.00CR	065401	
	I-411084	LAMERS BUS LINES INC	R	8/07/2012		228.00CR	065401	
	I-411570	LAMERS BUS LINES INC	R	8/07/2012		333.46CR	065401	
	I-411571	LAMERS BUS LINES INC	R	8/07/2012		556.62CR	065401	
	I-411572	LAMERS BUS LINES INC	R	8/07/2012		87.62CR	065401	
	I-411586	LAMERS BUS LINES INC	R	8/07/2012		152.00CR	065401	2,537.70

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4617	LANGUAGE LINE SERVICES							
	I-2974720	LANGUAGE LINE SERVICES	R	8/07/2012		23.66CR	065402	23.66
6243	LASER WORKS PRINTER TECH INC							
	I-10746	LASER WORKS PRINTER TECH INC	R	8/07/2012		194.00CR	065403	194.00
0156	LAWSON PRODUCTS INC							
	C-9600000816	LAWSON PRODUCTS INC	R	8/07/2012		77.35	065404	
	I-9300945364	LAWSON PRODUCTS INC	R	8/07/2012		30.99CR	065404	
	I-9300948704	LAWSON PRODUCTS INC	R	8/07/2012		245.53CR	065404	199.17
0160	LIZER OF WI INC							
	I-33043A&D	LIZER OF WI INC	R	8/07/2012		123.75CR	065405	123.75
6198	MAILFINANCE							
	I-H3385656	MAILFINANCE	R	8/07/2012		89.00CR	065406	
	I-H3418115	MAILFINANCE	R	8/07/2012		309.87CR	065406	398.87
0169	MC MONAGLE LUMBER CO INC							
	I-41099	MC MONAGLE LUMBER CO INC	R	8/07/2012		8.56CR	065407	8.56
0173	MENARDS INC							
	I-67025	MENARDS INC	R	8/07/2012		19.96CR	065408	
	I-71606	MENARDS INC	R	8/07/2012		32.96CR	065408	
	I-73237	MENARDS INC	R	8/07/2012		50.95CR	065408	
	I-73440	MENARDS INC	R	8/07/2012		31.38CR	065408	
	I-74806	MENARDS INC	R	8/07/2012		57.83CR	065408	193.08
5891	MIDWEST ENGINEERING SERVICES INC							
	I-G250024-IN	MIDWEST ENGINEERING SERVICES I	R	8/07/2012		2,238.66CR	065409	2,238.66
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-21636	MILLER & ASSOC SAUK PRAIRIE IN	R	8/07/2012		460.00CR	065410	460.00
0180	MONROE TRUCK EQUIPMENT INC							
	I-679241	MONROE TRUCK EQUIPMENT INC	R	8/07/2012		36.00CR	065411	
	I-679469	MONROE TRUCK EQUIPMENT INC	R	8/07/2012		27.00CR	065411	63.00
0776	MOTOROLA							
	I-41165233	MOTOROLA	R	8/07/2012		148,709.00CR	065412	148,709.00
6560	MUELLER ELECTRIC							
	I-404-12-01 (3)	MUELLER ELECTRIC	R	8/07/2012		16,023.97CR	065413	16,023.97

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1312	MYRON CORP							
	I-82666736	MYRON CORP	R	8/07/2012		138.01CR	065414	138.01
0076	NASSCO INC							
	I-S1603050.001	NASSCO INC	R	8/07/2012		170.31CR	065415	170.31
3191	NIELSON COMMUNICATIONS INC							
	I-GB12-14644	NIELSON COMMUNICATIONS INC	R	8/07/2012		33.00CR	065416	
	I-GB12-14674	NIELSON COMMUNICATIONS INC	R	8/07/2012		108.00CR	065416	141.00
0531	NORTHEAST AUTO PARTS INC							
	I-269621	NORTHEAST AUTO PARTS INC	R	8/07/2012		86.99CR	065417	
	I-269820	NORTHEAST AUTO PARTS INC	R	8/07/2012		10.68CR	065417	
	I-269826	NORTHEAST AUTO PARTS INC	R	8/07/2012		30.90CR	065417	
	I-269832	NORTHEAST AUTO PARTS INC	R	8/07/2012		4.49CR	065417	
	I-269846	NORTHEAST AUTO PARTS INC	R	8/07/2012		83.49CR	065417	
	I-269947	NORTHEAST AUTO PARTS INC	R	8/07/2012		32.79CR	065417	
	I-269965	NORTHEAST AUTO PARTS INC	R	8/07/2012		59.48CR	065417	
	I-269981	NORTHEAST AUTO PARTS INC	R	8/07/2012		15.82CR	065417	
	I-270040	NORTHEAST AUTO PARTS INC	R	8/07/2012		29.96CR	065417	
	I-270110	NORTHEAST AUTO PARTS INC	R	8/07/2012		260.75CR	065417	
	I-270208	NORTHEAST AUTO PARTS INC	R	8/07/2012		41.22CR	065417	656.57
1160	OFFICEMAX INC							
	I-735211	OFFICEMAX INC	R	8/07/2012		89.58CR	065418	89.58
5222	P J KORTENS & CO INC							
	I-10014150	P J KORTENS & CO INC	R	8/07/2012		282.50CR	065419	
	I-10014158	P J KORTENS & CO INC	R	8/07/2012		5,475.00CR	065419	
	I-10014159	P J KORTENS & CO INC	R	8/07/2012		5,466.00CR	065419	
	I-10014181	P J KORTENS & CO INC	R	8/07/2012		680.00CR	065419	11,903.50
4641	PACE ANALYTICAL SERVICES INC							
	I-124058715	PACE ANALYTICAL SERVICES INC	R	8/07/2012		90.00CR	065420	
	I-124058729	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124058818	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124058988	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124058989	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124059389	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124059717	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124059733	PACE ANALYTICAL SERVICES INC	R	8/07/2012		90.00CR	065420	
	I-124060013	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124060015	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124060016	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124060017	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124060018	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124060019	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124060020	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124060021	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124060022	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	
	I-124060023	PACE ANALYTICAL SERVICES INC	R	8/07/2012		40.00CR	065420	820.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	8/07/2012			065421	**VOID**
0197	PACKER CITY INTERNATIONAL INC							
	I-1-222050042	PACKER CITY INTERNATIONAL INC	R	8/07/2012		267.72CR	065422	267.72
0202	PEPSI COLA NEW INC							
	I-4906004	PEPSI COLA NEW INC	R	8/07/2012		47.75CR	065423	
	I-4906005	PEPSI COLA NEW INC	R	8/07/2012		84.72CR	065423	
	I-4906651	PEPSI COLA NEW INC	R	8/07/2012		155.56CR	065423	
	I-4906652	PEPSI COLA NEW INC	R	8/07/2012		125.77CR	065423	
	I-4907209	PEPSI COLA NEW INC	R	8/07/2012		42.00CR	065423	
	I-4907216	PEPSI COLA NEW INC	R	8/07/2012		42.75CR	065423	
	I-4907814	PEPSI COLA NEW INC	R	8/07/2012		51.12CR	065423	
	I-4907816	PEPSI COLA NEW INC	R	8/07/2012		195.56CR	065423	
	I-4907916	PEPSI COLA NEW INC	R	8/07/2012		71.25CR	065423	
	I-4908419	PEPSI COLA NEW INC	R	8/07/2012		50.88CR	065423	867.36
5469	PERFORMANCE DIESEL LLC							
	I-20345	PERFORMANCE DIESEL LLC	R	8/07/2012		952.93CR	065424	952.93
0208	POMP'S TIRE SERVICE INC							
	I-1010001974	POMP'S TIRE SERVICE INC	R	8/07/2012		629.66CR	065425	629.66
0209	POOL WORKS INC							
	I-44429-1	POOL WORKS INC	R	8/07/2012		82.25CR	065426	
	I-45024-1	POOL WORKS INC	R	8/07/2012		30.50CR	065426	112.75
4859	RANDALL L. THOMPSON							
	I-201208031255	RANDALL L. THOMPSON	R	8/07/2012		375.00CR	065427	375.00
1359	RAY O'HERRON CO INC							
	C-1211512-CM	RAY O'HERRON CO INC	R	8/07/2012		343.00	065428	
	I-1210281-IN	RAY O'HERRON CO INC	R	8/07/2012		1,025.00CR	065428	
	I-54481-IN	RAY O'HERRON CO INC	R	8/07/2012		318.38CR	065428	1,000.38
1807	RDJ SPECIALTIES INC							
	I-41951	RDJ SPECIALTIES INC	R	8/07/2012		201.66CR	065429	
	I-42098	RDJ SPECIALTIES INC	R	8/07/2012		258.34CR	065429	460.00
0225	RED D MIX CONCRETE INC							
	I-39154	RED D MIX CONCRETE INC	R	8/07/2012		309.09CR	065430	
	I-39731	RED D MIX CONCRETE INC	R	8/07/2012		71.33CR	065430	380.42

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0227	REINDERS INC							
	I-1391985-00	REINDERS INC	R	8/07/2012		30.18CR	065431	
	I-1391985-01	REINDERS INC	R	8/07/2012		2.08CR	065431	
	I-1392401-00	REINDERS INC	R	8/07/2012		378.96CR	065431	
	I-2606302-00	REINDERS INC	R	8/07/2012		453.60CR	065431	864.82
2548	RETTLER CORPORATION							
	I-9905	RETTLER CORPORATION	R	8/07/2012		2,939.40CR	065432	2,939.40
5393	RICOH AMERICAS CORPORATION							
	I-15112605	RICOH AMERICAS CORPORATION	R	8/07/2012		644.42CR	065433	644.42
3544	LUKE RIEDI							
	I-201207261236	LUKE RIEDI	R	8/07/2012		27.95CR	065434	27.95
0158	ROBERT E LEE & ASSOCIATES INC							
	I-65332	ROBERT E LEE & ASSOCIATES INC	R	8/07/2012		875.00CR	065435	
	I-65333	ROBERT E LEE & ASSOCIATES INC	R	8/07/2012		6,363.85CR	065435	7,238.85
1890	S I METALS AND SUPPLY							
	I-42036	S I METALS AND SUPPLY	R	8/07/2012		780.00CR	065436	780.00
0235	SAINT VINCENT HOSPITAL							
	I-32553	SAINT VINCENT HOSPITAL	R	8/07/2012		90.38CR	065437	90.38
1053	SCENIC VIEW LANDSCAPES							
	I-48244	SCENIC VIEW LANDSCAPES	R	8/07/2012		3,000.00CR	065438	
	I-906	SCENIC VIEW LANDSCAPES	R	8/07/2012		115.00CR	065438	3,115.00
0242	SCOTT CONSTRUCTION INC							
	I-10153MB	SCOTT CONSTRUCTION INC	R	8/07/2012		1,135.75CR	065439	1,135.75
2953	SHERWIN INDUSTRIES INC							
	I-SS047051	SHERWIN INDUSTRIES INC	R	8/07/2012		198.00CR	065440	198.00
0248	SHOPKO CO LLC							
	I-201207261237	SHOPKO CO LLC	R	8/07/2012		543.92CR	065441	
	I-201208031253	SHOPKO CO LLC	R	8/07/2012		39.99CR	065441	
	I-201208031254	SHOPKO CO LLC	R	8/07/2012		14.94CR	065441	598.85
0251	SOAP PRODUCTS CO							
	I-38351	SOAP PRODUCTS CO	R	8/07/2012		102.00CR	065442	102.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0252	SOUTHSIDE TIRE CO INC							
	I-3017099	SOUTHSIDE TIRE CO INC	R	8/07/2012		240.80CR	065443	
	I-3017165	SOUTHSIDE TIRE CO INC	R	8/07/2012		76.45CR	065443	317.25
6611	SPLASH CUSTOM POOLS & SPAS INC							
	I-S2021-2419	SPLASH CUSTOM POOLS & SPAS INC	R	8/07/2012		1,042.00CR	065444	1,042.00
0999	STAPLES ADVANTAGE							
	I-113897336	STAPLES ADVANTAGE	R	8/07/2012		26.94CR	065445	26.94
0257	STREICHER'S INC							
	I-I935660	STREICHER'S INC	R	8/07/2012		165.98CR	065446	165.98
0771	T G W INC OF WISCONSIN							
	I-21609-6	T G W INC OF WISCONSIN	R	8/07/2012		118.75CR	065447	118.75
4820	TASER INTERNATIONAL INC							
	I-SI1290168	TASER INTERNATIONAL INC	R	8/07/2012		976.65CR	065448	976.65
1301	TRACE ANALYTICS INC							
	I-12-10028	TRACE ANALYTICS INC	R	8/07/2012		310.00CR	065449	310.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-I398456	TRAFFIC & PARKING CONTROL INC	R	8/07/2012		978.76CR	065450	978.76
5454	TRANSPORT REFRIGERATION INC							
	I-293710-100	TRANSPORT REFRIGERATION INC	R	8/07/2012		145.59CR	065451	145.59
0417	TWEET GAROT MECHANICAL INC							
	I-167480	TWEET GAROT MECHANICAL INC	R	8/07/2012		218.00CR	065452	
	I-168694	TWEET GAROT MECHANICAL INC	R	8/07/2012		449.00CR	065452	667.00
2399	ULTIMATE SPORTS APPAREL							
	I-22706	ULTIMATE SPORTS APPAREL	R	8/07/2012		123.53CR	065453	123.53
4696	US CELLULAR							
	I-202075789-091	US CELLULAR	R	8/07/2012		120.26CR	065454	120.26
0274	VALLEY POPCORN CO INC.							
	I-123756	VALLEY POPCORN CO INC.	R	8/07/2012		212.90CR	065455	
	I-123989	VALLEY POPCORN CO INC.	R	8/07/2012		332.85CR	065455	
	I-123993	VALLEY POPCORN CO INC.	R	8/07/2012		65.20CR	065455	
	I-124248	VALLEY POPCORN CO INC.	R	8/07/2012		31.95CR	065455	
	I-124249	VALLEY POPCORN CO INC.	R	8/07/2012		153.20CR	065455	
	I-124529	VALLEY POPCORN CO INC.	R	8/07/2012		212.25CR	065455	
	I-124538	VALLEY POPCORN CO INC.	R	8/07/2012		185.05CR	065455	1,193.40

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6607	VANG, JENNY							
	I-201207261238	VANG, JENNY	R	8/07/2012		140.00CR	065456	140.00
6579	VANVONDEREN CYCLE SUPPLY							
	I-394	VANVONDEREN CYCLE SUPPLY	R	8/07/2012		20.00CR	065457	20.00
3606	VISIONS UPHOLSTERY AND CANVAS LLC							
	I-6669	VISIONS UPHOLSTERY AND CANVAS	R	8/07/2012		25.00CR	065458	25.00
5518	WEIER, BETH							
	I-201208031256	WEIER, BETH	R	8/07/2012		7.77CR	065459	7.77
4528	WELSING & ASSOCIATES							
	I-130157	WELSING & ASSOCIATES	R	8/07/2012		422.45CR	065460	
	I-130181	WELSING & ASSOCIATES	R	8/07/2012		227.85CR	065460	
	I-130201	WELSING & ASSOCIATES	R	8/07/2012		287.05CR	065460	937.35
0282	WESCO DISTRIBUTION INC							
	I-935421	WESCO DISTRIBUTION INC	R	8/07/2012		119.68CR	065461	
	I-938656	WESCO DISTRIBUTION INC	R	8/07/2012		6.43CR	065461	126.11
4842	WEST PAYMENT CENTER CORP							
	I-825326393	WEST PAYMENT CENTER CORP	R	8/07/2012		72.00CR	065462	72.00
2645	WI DEPT OF JUSTICE CRIME INFO BUREA							
	I-T13497	WI DEPT OF JUSTICE CRIME INFO	R	8/07/2012		300.00CR	065463	300.00
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201207261239	WI DEPT OF JUSTICE TIME MADI	R	8/07/2012		63.00CR	065464	63.00
3130	WI WATER ASSOCIATION							
	I-201208031257	WI WATER ASSOCIATION	R	8/07/2012		195.00CR	065465	195.00
1210	WIL KIL PEST CONTROL							
	I-2076971	WIL KIL PEST CONTROL	R	8/07/2012		104.00CR	065466	104.00
0286	WILLIAMS NURSERY							
	I-83519	WILLIAMS NURSERY	R	8/07/2012		987.50CR	065467	987.50
1953	WRWA							
	I-201207261240	WRWA	R	8/07/2012		100.00CR	065468	100.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0300	ZARNOTH BRUSH WORKS INC							
	I-201207261241	ZARNOTH BRUSH WORKS INC	R	8/07/2012		438.00CR	065469	438.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	151	0.00	566,287.11	566,287.11
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:	152	0.00	566,287.11	566,287.11

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 03689 AUG 2012 COUNCIL - 8-7-12

VENDOR SET: 01

BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	8/2012	255,417.39CR
201	8/2012	714.47CR
207	8/2012	177.68CR
210	8/2012	4,639.40CR
235	8/2012	75,938.91CR
405	8/2012	166,739.45CR
415	8/2012	1,228.23CR
460	8/2012	105.00CR
601	8/2012	58,122.96CR
650	8/2012	3,203.62CR
ALL		566,287.11CR

CITY OF DE PERE - AUGUST 7, 2012

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	BARTMANN, SCOT M.	2191 TRAILSIDE LANE	DE PERE	WI	54115
2	BRAYTON, DANNY J.	1215 S. 7TH ST.	DE PERE	WI	54115
3	ELSNER NAVARRO, SUSAN M.	1593 FRANZ AVENUE	GREEN BAY	WI	54302
4	ELWELL, ALEXANDRA G.	17926 HEROLD ROAD	DENMARK	WI	54208
5	LESPERANCE, NICOLE M.	2817 VIKING DRIVE	GREEN BAY	WI	54304
6	MALONE, STEPHANIE L.	304 MAIN AVENUE, #6	DE PERE	WI	54115
7	PHILLIPS, SHEILA R.	508 S. JACKSON	GREEN BAY	WI	54301
Temporary Operator Licenses for the 2012-2014 Licensing Period					
1	GRASEE, JAMES T.	3551 HIDDEN VALLEY COURT	GREEN BAY	WI	54311
2	GODDARD, TAMMY M.	5123 NORTH AVENUE	DENMARK	WI	54208
3	MATERNOSKI, MICHAEL J.	425 DE PERE ROAD	DENMARK	WI	54208
4	NEMETZ, DENISE L.	5702 PARK ROAD	DENMARK	WI	54208
Operator Licenses for the 2012-2014 Licensing Period					
1	DENNY, RENEE L.	2754 VESTCO COURT	GREEN BAY	WI	54313
2	FRENCH, ROBYN M.	1022 SILVER STREET	DE PERE	WI	54115
3	GRODE, KELLY	1613 SWAN ROAD #6	DE PERE	WI	54115
4	HEMMERICH, ALEXIS R.	137 LONGVIEW AVENUE	GREEN BAY	WI	54301
5	HENDERSON, MICHAEL M.	515 S. TAYLOR STREET	GREEN BAY	WI	54303
6	JACKSON, MARY L.	2200 NICK LANE	DE PERE	WI	54115
7	JENSWOLD, MELINDA E.	822 CATHERINE STREET	GREEN BAY	WI	54301
8	MARLOW, SHARON M.	1118 S. NINTH STREET	DE PERE	WI	54115
9	MATHEYS, LUKE J.	1477 WEXFORD LANE	GREEN BAY	WI	54313
10	MONTAGUE, MEGHAN M.	2203 FOX HEIGHT LANE #204	GREEN BAY	WI	54304
11	RADLOFF, JODI L.	917 GREEN RIDGE DRIVE	GREEN BAY	WI	54313
12	STURDIVANT, JENNIFER M.	417 N. SAINT BERNARD DRIVE	DE PERE	WI	54115
13	TERRELL, MELISSA S.	724 PINE STREET	DE PERE	WI	54115
14	TESCH, JEREMIAH S.	1120 FORT HOWARD AVENUE	DE PERE	WI	54115