Common Council

Regular Meeting

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

Agenda

Tuesday, August 6, 2013 **7:30 PM** **De Pere City Hall - Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **August 6, 2013** at **7:30 PM** in the **De Pere City Hall - Council Chambers, 335 S. Broadway Street,De Pere, WI 54115.**

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

1. Call to Order.
   - A. Roll Call
2. Pledge of Allegiance.
3. Approval of minutes.
   - A. Approval of the minutes of the July 16, 2013 regular meeting of the Common Council.
4. Public Hearings.
   - A. Public Hearing on a rezoning of 785 Scheuring Road (Parcel WD-207-1) from Limited Industrial (I-2) to Corporate-Executive Office 2 (C-EO2) is scheduled for 7:35 p.m. or soon after.
   - B. Recommendation from the Plan Commision.
   - C. Ordinance #13-, Rezoning Certain Property (Parcel WD-207-1)
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendations from the Board of Park Commissioners.
   - A. Mens Club Donation
   - B. Brown County Womens Club Donation
   - C. Kiwanis Club Donation
   - D. Southwest Park Expansion
7. Recommendation from the Plan Commission.
   - A. Final Plat of Garrity's Glen Second Addition.
   - B. Final Plat of Orion's Run Second Addition in the Town of Lawrence.
8. Recommendations from the Board of Public Works.
   - A. Resolution #13-, Authorizing Agreement with HD Supply Waterworks for Automated Water Meters
9. Recommendations from the License Committee.

A. License Committee Recommendations

10. Recommendations from the Finance/Personnel Committee.

11. Action Items

1. Resolution #13-, Authorizing Development Agreement Between Midland (Wisconsin/Broadway) Associates, the City of De Pere and the Redevelopment Authority of the City of De Pere (Walgreens Development).
2. Resolution #13-, Authorizing Agreement Between the City of De Pere and Humana Insurance Company (Braisher Park Playground)
3. Internet Service Upgrade
4. Teen Advisory Application
5. Resolution #13-, Authorizing Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Trailside Development, LLC - Roth Road)
6. Resolution #13-, Authorizing Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Garrity's Glen, LLC - Ballinamore and Tullig Place)
7. Extraterritorial single lot CSM in the Town of Glenmore.
8. Applications for Operator's Licenses.
9. Voucher Approval.

12. Discussion Item

1. Update on the WisDOT Surplus property request for the former bridge approach.
2. Discussion regarding status of former Claude-Allouez bridge approach site

13. Future Agenda Items.

14. Adjournment.

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.
Any person wishing to attend who, because of disability requires special accommodation should contact the City Administrator's Office at 339-4044 by 4:30 p.m., the day before the meeting so that arrangements can be made.

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

Mayor
Alderpersons
Department Heads
TV, Newspapers, & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Denise A. Gajeski
Patrick Murphy
Leah Michaletz

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 6, 2013**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Approval of the minutes of the July 16, 2013 regular meeting of the Common Council.**

ATTACHMENTS:

- 7-16-2013 City of De Pere (PDF)

COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – July 16, 2013

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, July 16, 2013.

Mayor Mike Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Michael Donovan, Robert Heuvelmans, Jim Kneiszel, Larry Lueck, and Lisa Rafferty. Alderperson Scott Crevier was excused. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Donovan moved, seconded by Alderperson Rafferty, to approve the minutes of the July 2, 2013 Regular Meeting of the Common Council. Upon vote, the minutes were approved unanimously.

4. Public Comment or other Announcements. None.

RECOMMENDATION FROM THE FINANCE/PERSONNEL COMMITTEE

5A. Funding for emergency repair to Legion Baby Pool from unassigned General Fund Reserves was presented. Alderperson Rafferty moved, seconded by Alderperson Heuvelmans to approve the donation. Upon roll call vote, motion carried unanimously.

RECOMMENDATION FROM THE LICENSE COMMITTEE

6A. Application for a Class "B" Beer & "Class B" Liquor License for Firehouse Bar & Grill, 338 Main Street was presented. Alderperson Heuvelmans moved, seconded by Alderperson Boyd to approve the application. Upon vote, motion carried unanimously.

6B. Application for a Premise Description Change for Pubhaus At 600, 600 George Street was presented. Alderperson Bauer moved, seconded by Alderperson Rafferty to approve the application. Upon vote, motion carried unanimously.

6C. Application for a Temporary Premise Description Change for Sidekicks Bar & Grill, 930 Main Avenue was presented. Alderperson Heuvelmans moved, seconded by Alderperson Bauer to approve the application. Upon vote, motion carried unanimously.

7. Ordinance 13-13, Amending §14-29(7) De Pere Municipal Code Regarding Rezoning Protest Petitions And Time for Council Action on Rezoning Applications (second reading) was presented. Alderperson Donovan moved, seconded by Alderperson Boyd to approve the ordinance. Upon vote, motion carried 5-2 with Alderpersons Heuvelmans and Kneiszel voting nay.

8. Resolution 13-91, A Resolution Authorizing And Providing For The Sale And Issuance Of $5,745,000 General Obligation Corporate Purpose Bonds, Series 2013A, And All Related Details was presented. Joe Murray of Springsted presented the bond sales to the Council. Alderperson Bauer moved, seconded by Alderperson Boyd to approve the resolution. Upon roll call vote, motion carried unanimously.

9. Resolution 13-92, A Resolution Authorizing And Providing For The Sale And Issuance Of $2,610,000 Taxable General Obligation Corporate Purpose Bonds, Series 2013B, And All Related Details was presented. Joe Murray of Springsted presented the second series to the Council. Aldeperson Lueck moved, seconded by Alderperson Heuvelmans to approve the resolution. Upon roll call vote, motion carried unanimously.

10. Resolution 13-93, Authorizing Economic Development Grant To WJM Enterprise LLC (Firehouse Bar & Grill) was presented. Alderperson Bauer moved, seconded by Alderperson Lueck to approve the resolution. Upon roll call vote, motion carried unanimously.

11. Resolution 13-94, Authorizing Sidewalk Café Permit For Pubhaus At 600 LLC was presented. Alderperson Kneiszel moved, seconded by Alderperson Rafferty to approve the resolution. Upon vote, motion carried unanimously.

DRAFT

Attachment: 7-16-2013 City of De Pere (1227 : Approval of the minutes of the July 16, 2013 regular meeting of the Common Council)

12. Resolution 13-95, Authorizing Amendment To Agreement Between The City Of De Pere And Stephen L. Seidl (James Street Wharf Extension) was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the resolution. Upon vote, motion carried unanimously.

13. Resolution 13-96, Authorizing Contracts With Orde Advertising For Riverwalk And Wildlife Viewing Pier Signage was presented. Alderperson Donovan moved, seconded by Alderperson Rafferty to approve the resolution. Upon roll call vote, motion carried unanimously

14. Resolution 13-97, Approving Proposal/Contract Agreement For Antennas Between The City Of De Pere And Dixon Engineering, Inc. (Verizon Wireless Antenna Upgrade) was presented. Alderperson Donovan moved, seconded by Alderperson Kneiszel to approve the resolution. Discussion followed. Alderperson Donovan moved, seconded by Alderperson Kneiszel to approve the resolution contigent upon Verizon extending their contract with the City. Discussion followed. Upon roll call vote, motion carried unanimously.

15. Discussion of Classification and Compensation Study was presented by Human Resources Director Shannon Metzler and Charles Carlson of Carlon-Dettman. Discussion with the Council followed.

16. A Retiree Insurance Review was presented by Jeff Prickette, the City's Insurance Consultant from McClone Insurance Group. Discussion with the Council followed.

17. Discussion regarding the status of implementing MinuteTraq Software. The City hopes to be utilizing the new software fully in August.

18. The vouchers were presented. Alderperson Donovan moved, seconded by Alderperson Rafferty to approve the vouchers. Upon vote, motion carried unanimously.

19. Applications for Operator's Licenses were presented.

CITY OF DE PERE - JULY 16, 2013					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
TEMPORARY OPERATOR LICENSE APPLICATIONS					
1	DAUL, RACHEL A.	2054 MILL RD.	GREENLEAF	WI	54126
PREVIOUSLY TABLED OPERATOR LICENSE APPLICATIONS					
1	SMITH, AMANDA R.	2860 PIONEER DR.	GREEN BAY	WI	54313
OPERATOR LICENSE APPLICATIONS FOR THE 2012-2014 LICENSING PERIOD					
1	BECKS, TROY A.	1217 DELRAY	GREEN BAY	WI	54304
2	CAMERON, JON R.	1585 PARK HAVEN RD.	DE PERE	WI	54115
3	GUNDERSON, JAMES D.	368 COOLIDGE	GREEN BAY	WI	54301
4	JIMENEZ, SERGIOZ B.	625 THELOSEN DR.	KIMBERLY	WI	54126
5	LANE, JESSICA M.	1348 EASTMAN AVE.	GREEN BAY	WI	54302
6	MUNIZ, JOSEPH R.	208 N. SIXTH ST.	DE PERE	WI	54115
7	REZABEK, SAMANTHA S.	143 HAWTHORNE AVE.	LITTLE CHUTE	WI	54140
8	ROTT, JOEL D.	317 HARTUNG ST.	GREEN BAY	WI	54302
9	THOMPSON, TIFFANY D.	724 GRIGNON ST.	GREEN BAY	WI	54301

Alderperson Bauer moved, seconded by Alderperson Heuvelmans to approve Temporary Operator License Application #1. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Boyd to table Previously Tabled Operator License #1. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Heuvelmans to table Operator License #3 and 4 and to approve Operator Licenses #1, 2, and 5-9. Upon vote, motion carried unanimously.

20. Future Agenda Items. None.

DRAFT

Attachment: 7-16-2013 City of De Pere (1227 : Approval of the minutes of the July 16, 2013 regular meeting of the Common Council)

21. Discussion of status of Knaus v. Town of Ledgeview and City of De Pere was presented. Alderperson Donovan moved, seconded by Alderperson Kneiszel to go into closed session at 9:14 p.m. Upon roll call vote, motion carried unanimously.

22. Discussion of Collective Bargaining Strategy was addressed in closed session. Alderperson Bauer moved, seconded by Alderperson Boyd to reconvene in open session. Upon roll call vote, motion carried unanimously.

Alderperson Kneiszel moved, seconded by Alderperson Rafferty to adjourn. Upon vote, motion carried unanimously. The Common Council adjourned at 9:35 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

DRAFT

Attachment: 7-16-2013 City of De Pere (1227 : Approval of the minutes of the July 16, 2013 regular meeting of the Common Council)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Planning**

FROM: **Ken Pabich**

SUBJECT: **Ordinance #13-, Rezoning Certain Property (Parcel WD-207-1)**

ATTACHMENTS:

- Ord13-rezoning (DOCX)
- 8-6-13 Mtg Class II_Rezoning WD-207-1 (DOCX)
- Plan Commission Recommendation (PDF)

ORDINANCE #13-

REZONING CERTAIN PROPERTY
(PARCEL WD-207-1)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification 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 6th day of August, 2013 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 following described property:

Assessor's Plat of West De Pere northerly 181 feet of west 198 feet of Lot 188 lying east of W.P.S. right of way and south of center line Scheuring Street except Street and except Patriot Way.
Parcel WD-207-1 (785 Scheuring Road)

be and the same are hereby rezoned from the present zoning classification of I-2, Limited Industrial District to C-EO-2, Corporate-Executive Office District-2 as set forth in and regulated by the provisions of §14-50(a) of the De Pere Zoning Code, conditioned upon compliance with the recommendations of the Plan Commission and compliance with the provisions of Chapter 14, 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.

Attachment: Ord13-rezoning (1221 : Rezoning WD-207-1)

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

Section 4. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of August, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Ord13-rezoning (1221 : Rezoning WD-207-1)

Publish: July 11 and July 18, 2013 in the De Pere Journal (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, August 6, 2013** 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 rezone request for the following property:

Rezoning of 785 Scheuring Road (Parcel WD-207-1) from Limited Industrial (I-2) to Corporate-Executive Office 2 (C-EO-2). Applicant: PEDS LLC.

A map of the proposed rezoning is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 11th day of July, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Attachment: 8-6-13 Mtg Class II_Rezoning WD-207-1 (1221 : Rezoning WD-207-1)

Item #5: **Review the Rezoning Application for 785 Scheuring Road (Parcel WD-207-1) from Limited Industrial (I-2) to Corporate-Executive Office 2 (C-EO-2). Applicant: PEDS LLC.***

Description: The existing site has a building that has not been maintained and will be taken down. The proposed project would place a small office building that would support uses that could fit with the neighboring uses.

Location: 785 Scheuring Road

Zoning
Existing Zoning: The I-2 Limited Industrial District is designed to provide an environment suitable for industrial activities that do not create appreciable nuisances or hazards, or that require a pleasant, hazard-, and nuisance-free environment.

Proposed Zoning: The purpose of this district is to provide for small scale office development in an elite campus-type environment.

Adjacent Zoning: I-B-2 to the west (and also the rail line), R-2 to the East / R-1 to the North, R-2 to the south.

Land Use
Current use: Vacant building that will be taken down.

Use of Adjacent Property: Uses are consistent with the zoning.

Suitability to Existing Zoning: I-2 is not compatible with the residential uses in the area.

Suitability to Proposed Zoning: This zoning would best fit the character and uses within this area.

Effects of Proposed Rezoning

Densities:	Change	**Utilities:**	Change	**Police and Fire:**	Change
Traffic:	Increase	**Pedestrian:**	Increase	**Parking:**	Provided on site
Highway Access:	NA	**Garbage:**	NA	**Property Value:**	Increase
Pollution:	No change	**Schools:**	NA		

Recommendation:
Based on staff review, we would recommend the following:

1. The rezoning be approved, and forwarded to Council for the required public hearing.

Attachment: Plan Commission Recommendation (1221 : Rezoning WD-207-1)

Attachment: Plan Commission Recommendation (1221 : Rezoning WD-207-1)

CITY OF DE PERE

APPLICATION FOR REZONING

Fee: $ 250.00

Receipt #: 83763

Date: June 17, 2013

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
PEDS LLC	Mark Soderlund		
Mailing Address	**City**	**State**	**ZIP Code**
1251 Scheuring Road Suite B	De Pere	WI	54115
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	

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

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

SECTION 3: Project or Site Location

Project Address/Description	Parcel Number(s):
ASSESSOR'S PLAT OF W DEPERE NLY 181 FT OF W 198 FT OF LOT 188 LYG E OF W.P.S R/W & S OF C/L SCHEURING ST EX ST & EX PATRIOT WAY	WD-207-1

SECTION 4: Proposed Conditional Use

Existing Zoning:	I-2 Limited Industrial District		
Proposed Zoning:	CE-O-2 Corporate Executive Office 2		
Adjacent Zoning: North R-1	Adjacent Zoning: South R-2	Adjacent Zoning: West I-B-2	Adjacent Zoning: East R-2
Present Use of Parcel	Vacant Buildings that will be torn down.		
Proposed Use of Parcel	Small office building		

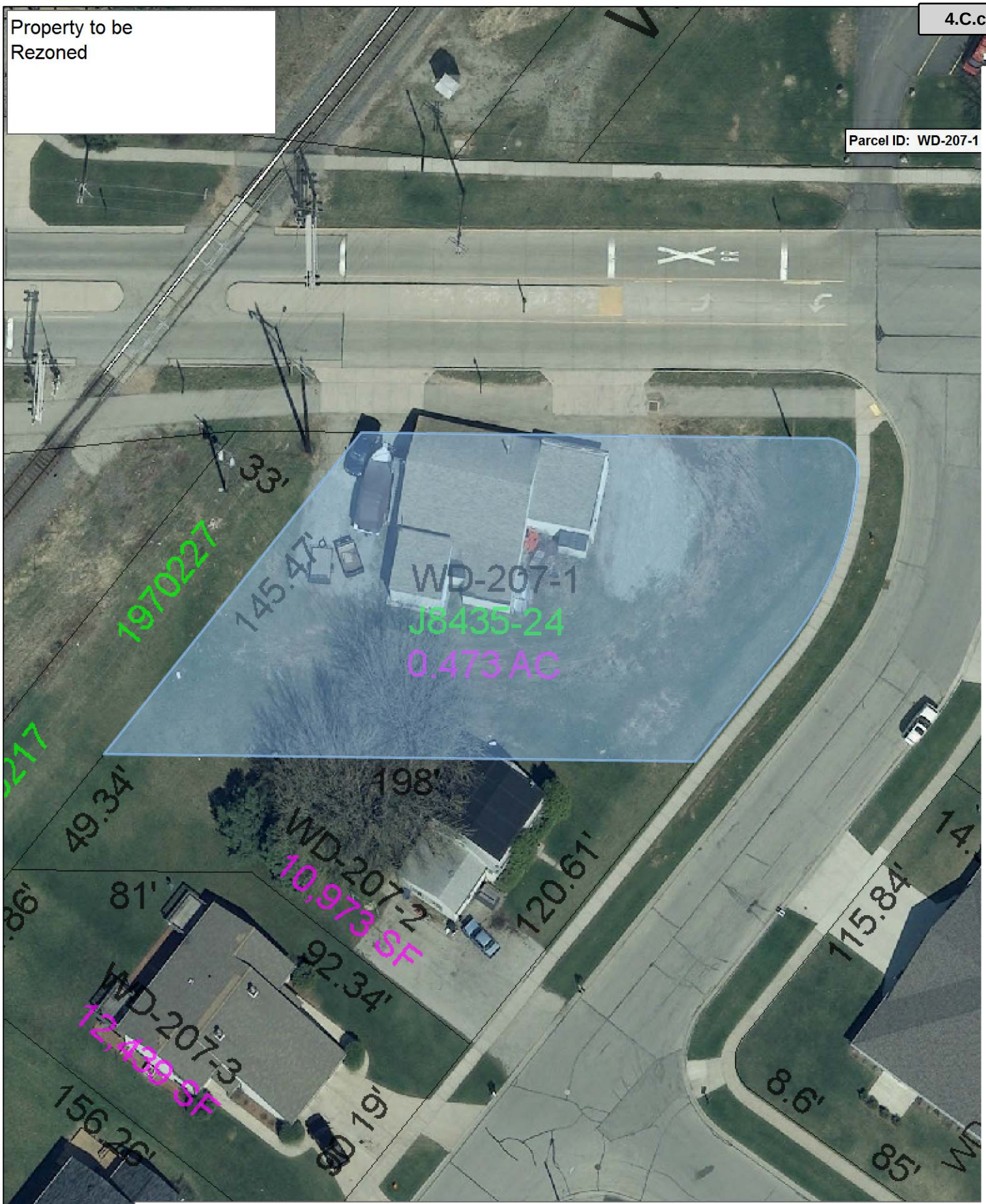
SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Mark Soderlund	owner	
Signature of Applicant		**Date Signed**
		June 17, 2013

Attached additional sheets if necessary.

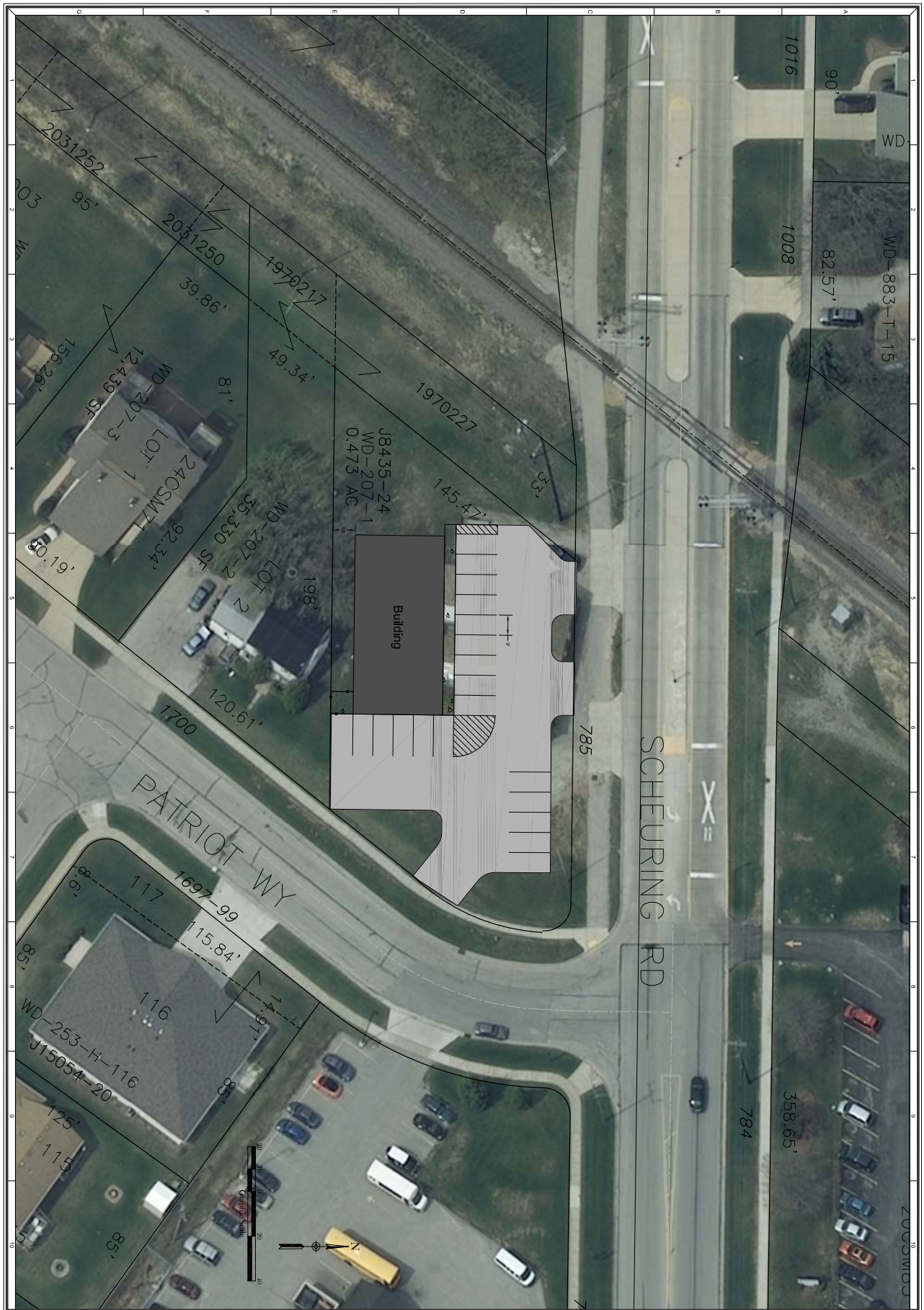


This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness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

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

N
W
S

R:\Joel\Bld\DRAWINGS\Bld.dwg 5/16/2013 10:10:57 AM



DATE: ####	####	####	PROFESSIONAL SEAL
DRAFTED BY: ####	####	####	
CHECKED BY: ####	####	####	
PROJECT NO.: ####	####	####	
DRAWING NUMBER	####	####	
SHEET NUMBER	####	####	
####	####	####	
of####			

NO.	REVISION DESCRIPTION
####	####
####	####
####	####
####	####
####	####
####	####

Mach IV

Engineering & Surveying LLC

211 N. Broadway, Suite 114, Green Bay, WI 54303
PH:920-569-5765 Fax: 920-569-5767

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Parks, Recreation & Forestry**

FROM: **Debbie Zierson**

SUBJECT: **Mens Club Donation**

ATTACHMENTS:

- Memo Council Donations 7-18-13 (DOC)
- DP AREA BUSINESS MEN (PDF)

Memorandum

To: City Council

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

Re: Approval of Donations

Date: July 25, 2013

The Board of Park Commissioners approved three donations at the July Park Board meeting. They are now seeing approval of the donations from City Council. The donations are listed below;

1. $300 donation from De Pere Men's Club to be used for the Senior Picnic.
2. $500 donation from the Brown County Women's Association for the Recreation Scholarship Fund.
3. $250 donation form the Kiwanis Club of De Pere for the Recreation Scholarship Fund.

The Board of Park Commissioners recommends the acceptance and appreciation of this generous support.

Attachment: Memo Council Donations 7-18-13 (1167 : Mens Club Donation)

Attachment: DP AREA BUSINESS MEN (1167 : Mens Club Donation)

Memorandum

TO: Board of Park Commissioners

FROM: Lori Tonn, Community Center Senior Program Coordinator

DATE: June 25, 2013

RE: Approval to Accept Monetary Donation from De Pere Area Men's Club for the De Pere Senior Citizen Picnic

---

On behalf of the Community Center, we are seeking the Board of Park Commissioner's approval for the Community Center to accept a $300.00 donation from the De Pere Area Men's Club. This donation will be used towards the cost of the Senior Picnic including supplies and door prizes.

In addition, we are seeking approval for community members and various businesses who have offered to donate various items such as, hand-knit items, plants, food supplies and small door prizes for the Senior Picnic.

Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**August 6, 2013**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Debbie Zierson**
SUBJECT:	**Brown County Womens Club Donation**

ATTACHMENTS:

- BRWN CNTY WOMENS CLUB (PDF)

Attachment: BRWN CNTY WOMENS CLUB (1168 : Brown County Womens Club Donation)

MEMO

TO: Board of Park Commissioners

FROM: Paula Rahn, Community Center Manager

DATE: July 9, 2013

RE: Approval to accept Recreation Scholarship Donations

This memo is to seek the Board of Park Commissioner's approval for the De Pere Community Center to accept a $500 check donation from the Brown County Community Women's Club to the Recreation Scholarship Program. To date, this program has awarded 81 scholarships to youth/families in our community for participation in city sponsored recreation programs, co-sponsored sports programs or pool passes for families to enjoy!

We have also received checks in the amount of $250 from the Kiwanis Club of De Pere and a $130 check from the VFW Women's Auxiliary Club #2113 to the Recreation Scholarship Program. These donations are informational only. Current balance in our account is $16,533.50.

Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Parks, Recreation & Forestry**

FROM: **Debbie Zierson**

SUBJECT: **Kiwanis Club Donation**

ATTACHMENTS:

- KIWANIS CLUB DONATION (PDF)

Attachment: KIWANIS CLUB DONATION (1169 : Kiwanis Club Donation)

MEMO

TO: Board of Park Commissioners

FROM: Paula Rahn, Community Center Manager

DATE: July 9, 2013

RE: Approval to accept Recreation Scholarship Donations

This memo is to seek the Board of Park Commissioner's approval for the De Pere Community Center to accept a $500 check donation from the Brown County Community Women's Club to the Recreation Scholarship Program. To date, this program has awarded 81 scholarships to youth/families in our community for participation in city sponsored recreation programs, co-sponsored sports programs or pool passes for families to enjoy!

We have also received checks in the amount of $250 from the Kiwanis Club of De Pere and a $130 check from the VFW Women's Auxiliary Club #2113 to the Recreation Scholarship Program. These donations are informational only. Current balance in our account is $16,533.50.

Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Parks, Recreation & Forestry**

FROM: **Marty Kosobucki**

SUBJECT: **Southwest Park Expansion**

ATTACHMENTS:

- SW Park (PDF)
- Recommendation for Southwest Parking Lot (DOC)

Attachment: SW Park (1178 : Southwest Park Expansion)

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 11, 2013
Subject: Consider Award of Project 13-22 Southwest Park Expansion

The Engineering Department received bids on Project 13-22 Southwest Park Expansion on July 11, 2013. This project involves parking lot expansion, storm sewer installation, pond construction, and ball diamond grading. The based bid is for construction of the site excluding asphaltic concrete paving and parking lot striping. Asphaltic concrete paving and striping is included in the alternate bid. The bids received were as follows:

Bidder	Base Bid Amount	Base Bid plus Alternate
Ed Gersek, Inc.	$273,616.02	$359,127.42
RC Excavating	$286,914.50	$366,894.50
Peters Concrete Company	$294,775.25	$374,665.25
Vinton Construction Company	$296,526.00	$375,771.00
Radtke Contractors, Inc.	$318,883.05	$399,663.05
Relyco, Inc.	$339,921.50	$423,306.50
Advance Construction, Inc.	$368,611.00	$450,471.00
De Groot, Inc.	$379,319.97	$467,696.45

The budgeted amount from budget is $376,000. Funding will be from general obligation debt. The staff recommendation is to award the base bid plus the alternate to Ed Gersek, Inc. in the amount of $359,127.42 contingent on regulatory permits being obtained for the project.

Attachment: SW Park (1178 : Southwest Park Expansion)

BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1 ED GERSEK INC.		BIDDER NO. 2 RC EXCAVATING		BIDDER NO. 3 PETERS CONCRETE COMPANY		BIDDER NO. 4 VINTON CONSTRUCTION COMPANY		BIDDER NO. 5 RADTKE CONTRACTORS INC		BIDDER NO. 6 RELYCO, INC.		BIDDER NO. 7 ADVANCE CONSTRUCTION, INC.		BIDDER NO. 8 DE GROOT, INC.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER																			
ST-01	Provide 24" RCP, CL III Storm Sewer (Natural Backfill)	LF	415	$33.48	$13,894.20	$39.50	$16,392.50	$39.80	$16,517.00	$48.00	$19,920.00	$46.00	$19,090.00	$45.00	$18,675.00	$43.00	$17,845.00	45.97	$19,077.55
ST-02	Provide 21" RCP, CL III Storm Sewer (Natural Backfill)	LF	56	$31.59	$1,769.04	$36.50	$2,044.00	$50.95	$2,853.20	$62.00	$3,472.00	$45.00	$2,520.00	$50.00	$2,800.00	$41.00	$2,296.00	54.52	$3,053.12
ST-03	Provide 18" PVC or RCP, CL III Storm Sewer (Natural Backfill)	LF	350	$28.02	$9,807.00	$32.50	$11,375.00	$34.55	$12,092.50	$39.00	$13,650.00	$38.00	$13,300.00	$52.00	$18,200.00	$37.50	$13,125.00	39.62	$13,867.00
ST-04	Provide 15" PVC or RCP, CL III Storm Sewer (Granular Backfill)	LF	195	$25.40	$4,953.00	$41.50	$8,092.50	$36.50	$7,117.50	$38.00	$7,410.00	$42.00	$8,190.00	$43.00	$8,385.00	$48.00	$9,360.00	49.57	$9,666.15
ST-05	Provide 12" PVC or RCP, CL III Storm Sewer (Granular Backfill)	LF	190	$22.64	$4,301.60	$37.50	$7,125.00	$34.10	$6,479.00	$35.00	$6,650.00	$41.00	$7,790.00	$33.00	$6,270.00	$46.00	$8,740.00	41.23	$7,833.70
ST-06	Provide 8" PVC Storm Sewer (Natural Backfill)	LF	295	$17.25	$5,088.75	$21.50	$6,342.50	$33.45	$9,867.75	$26.00	$7,670.00	$21.00	$6,195.00	$37.00	$10,915.00	$25.00	$7,375.00	30.47	$8,988.65
ST-07	Provide Connection to Storm, Sewer	EA	3	$175.00	$525.00	$480.00	$1,440.00	$280.00	$840.00	$250.00	$750.00	$220.00	$660.00	$625.00	$1,875.00	$350.00	$1,050.00	391.26	$1,173.78
ST-08	Provide 4' Diameter Storm Manhole	VF	9	$325.00	$2,925.00	$325.00	$2,925.00	$365.00	$3,285.00	$380.00	$3,420.00	$330.00	$2,970.00	$585.00	$5,265.00	$297.00	$2,673.00	471.79	$4,246.11
ST-09	Provide Type B Inlet	EA	3	$1,600.00	$4,800.00	$1,515.00	$4,545.00	$1,450.00	$4,350.00	$1,600.00	$4,800.00	$1,200.00	$3,600.00	$2,660.00	$7,980.00	$1,450.00	$4,350.00	1568.91	$4,706.73
ST-10	Provide Field Inlet or 12" Nyloplast (HS10 Loading)	EA	7	$601.87	$4,213.09	$1,010.00	$7,070.00	$700.00	$4,900.00	$950.00	$6,650.00	$590.00	$4,130.00	$1,575.00	$11,025.00	$900.00	$6,300.00	1275.4	$8,927.80
ST-11	Provide Inline Field inlet - 8" Nyloplast (HS10 Loading)	EA	1	$178.40	$178.40	$505.00	$505.00	$250.00	$250.00	$625.00	$625.00	$150.00	$150.00	$1,125.00	$1,125.00	$400.00	$400.00	681.3	$681.30
ST-12	Provide 24" Endwall	EA	1	$496.35	$496.35	$925.00	$925.00	$900.00	$900.00	$900.00	$900.00	$635.00	$635.00	$750.00	$750.00	$645.00	$645.00	627.91	$627.91
ST-13	Provide 21" Endwall	EA	2	$450.67	$901.34	$725.00	$1,450.00	$850.00	$1,700.00	$875.00	$1,750.00	$590.00	$1,180.00	$710.00	$1,420.00	$600.00	$1,200.00	578.43	$1,156.86
ST-14	Provide Pond Outlet Structure	EA	1	$2,200.00	$2,200.00	$2,525.00	$2,525.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$1,850.00	$1,850.00	$4,000.00	$4,000.00	$2,800.00	$2,800.00	2172.49	$2,172.49
ST-15	Provide 5' Diameter Sorm Manhole	VF	15	$520.00	$7,800.00	$405.00	$6,075.00	$295.00	$4,425.00	$475.00	$7,125.00	$320.00	$4,800.00	$520.00	$7,800.00	$350.00	$5,250.00	459.25	$6,888.75
STREET AND DRAINAGE																			
SD-01	Clearing and Grubbing	LS	1	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$11,250.00	$11,250.00	$12,500.00	$12,500.00	$21,210.00	$21,210.00	$1,500.00	$1,500.00	$8,000.00	$8,000.00	6565	$6,565.00
SD-02	Unclassified Excavation	CY	9,200	$5.85	$53,820.00	$4.90	$45,080.00	$5.15	$47,380.00	$3.95	$36,340.00	$5.67	$52,164.00	$5.65	$51,980.00	$6.90	$63,480.00	10.8	$99,360.00
SD-03	Provide Pavement Removal	LS	1	$3,427.20	$3,427.20	$2,500.00	$2,500.00	$2,550.00	$2,550.00	$500.00	$500.00	$2,068.00	$2,068.00	$5,150.00	$5,150.00	$1,650.00	$1,650.00	3030	$3,030.00
SD-04	Provide 15" Depth Crushed Aggregate Base Course - Parking Lot	SY	7,000	$9.60	$67,200.00	$7.10	$49,700.00	$7.45	$52,150.00	$7.76	$54,320.00	$9.57	$66,990.00	$7.30	$51,100.00	$7.80	$54,600.00	8.04	$56,280.00
SD-05	Provide 12" Depth Crushed Aggregate Base Course - Access Path	SY	380	$9.60	$3,648.00	$6.60	$2,508.00	$6.65	$2,527.00	$6.75	$2,565.00	$7.40	$2,812.00	$8.00	$3,040.00	$7.45	$2,831.00	9.55	$3,629.00
SD-06	Provide 3" Depth of 3/8" Crushed Dust Surface - Access Path	SY	325	$2.55	$828.75	$3.20	$1,040.00	$2.00	$650.00	$2.00	$650.00	$3.88	$1,261.00	$6.25	$2,031.25	$2.55	$828.75	9.6	$3,120.00
SD-07	Provide 24" Concrete Curb and Gutter	LF	2,050	$11.58	$23,739.00	$11.00	$22,550.00	$10.95	$22,447.50	$11.35	$23,267.50	$11.30	$23,165.00	$11.35	$23,267.50	$10.95	$22,447.50	11.62	$23,821.00
SD-08	Provide 6" Depth Concrete Sidewalk and Ramps	SY	20	$35.70	$714.00	$45.00	$900.00	$45.00	$900.00	$35.00	$700.00	$45.00	$900.00	$35.00	$700.00	$49.50	$990.00	47.72	$954.40
SD-09	Provide Detectable Warning Field	EA	2	$280.50	$561.00	$250.00	$500.00	$225.00	$450.00	$275.00	$550.00	$305.00	$610.00	$275.00	$550.00	$225.00	$450.00	238.61	$477.22
SD-10	Provide Deformed Reinfocement Bars	LF	80	$0.50	$40.00	$2.50	$200.00	$2.00	$160.00	$0.50	$40.00	$4.00	$320.00	$0.50	$40.00	$2.00	$160.00	2.12	$169.60
SD-11	Provide Landscaping - Topsoil, Seed, and Mulch - No. 40 Seed Mix	SY	24,100	$0.72	$17,352.00	$2.00	$48,200.00	$1.68	$40,488.00	$1.44	$34,704.00	$1.43	$34,463.00	$1.90	$45,790.00	$3.70	$89,170.00	2.01	$48,441.00
SD-12	Provide Landscaping - Topsoil, Seed and Mulch - Upland Meadow Seeding	SY	2,335	$1.53	$3,572.55	$2.50	$5,837.50	$2.48	$5,790.80	$2.00	$4,670.00	$2.35	$5,487.25	$2.15	$5,020.25	$4.50	$10,507.50	2.86	$6,678.10
SD-13	Provide Landscaping - Topsoil, Seed, and Mulch - Wet Meadow Seeding	SY	65	$5.10	$331.50	$10.00	$650.00	$7.00	$455.00	$12.00	$780.00	$5.75	$373.75	$11.00	$715.00	$8.00	$520.00	7.32	$475.80
SD-14	Provide Landscaping - Topsoil and Emergent Plantings	SY	630	$7.65	$4,819.50	$8.00	$5,040.00	$9.50	$5,985.00	$16.00	$10,080.00	$8.72	$5,493.60	$15.50	$9,765.00	$10.50	$6,615.00	9.98	$6,287.40
SPECIAL CONSTRUCTION																			
SC-01	Provide Silt Fence	LF	940	$3.00	$2,820.00	$1.75	$1,645.00	$2.00	$1,880.00	$2.00	$1,880.00	$2.00	$1,880.00	$2.00	$1,880.00	$1.50	$1,410.00	2.02	$1,898.80
SC-02	Provide Inlet Protection	EA	17	$35.00	$595.00	$75.00	$1,275.00	$30.00	$510.00	$110.00	$1,870.00	$110.00	$1,870.00	$110.00	$1,870.00	$50.00	$850.00	126.25	$2,146.25
SC-03	Erosion Control Revegetation Mat, Class I, Type A	SY	6,950	$1.53	$10,633.50	$1.25	$8,687.50	$1.50	$10,425.00	$1.15	$7,992.50	$1.50	$10,425.00	$1.15	$7,992.50	$1.50	$10,425.00	1.67	$11,606.50
SC-04	Provide Medium Rip-rap with Geotextile Fabric, Type HR	SY	135	$16.75	$2,261.25	$30.00	$4,050.00	$20.00	$2,700.00	$47.00	$6,345.00	$26.67	$3,600.45	$47.00	$6,345.00	$16.35	$2,207.25	20.2	$2,727.00
SC-05	Provide Tracking Pad	EA	2	$1,000.00	$2,000.00	$750.00	$1,500.00	$750.00	$1,500.00	$900.00	$1,800.00	$1,250.00	$2,500.00	$1,750.00	$3,500.00	$1,000.00	$2,000.00	757.5	$1,515.00
SC-06	Adjust Cleanout	EA	4	$350.00	$1,400.00	$430.00	$1,720.00	$450.00	$1,800.00	$500.00	$2,000.00	$390.00	$1,560.00	$1,500.00	$6,000.00	$220.00	$880.00	252.5	$1,010.00
PROFESSIONAL SERVICES																			
PS-01	Construction Staking	LS	1	$7,500.00	$7,500.00	$2,000.00	$2,000.00	$5,200.00	$5,200.00	$5,180.00	$5,180.00	$2,670.00	$2,670.00	$5,200.00	$5,200.00	$5,180.00	$5,180.00	6060	$6,060.00
TOTAL BASE BID AMOUNT					**$273,616.02**		**$286,914.50**		**$294,775.25**		**$296,526.00**		**$318,883.05**		**$339,921.50**		**$368,611.00**		**$379,319.97**
ALTERNATE BID																			
AB-01	Provide Asphaltic Concrete Pavement, PG64-22, Type E0.3	SY	6,900	$11.08	$76,452.00	$10.50	$72,450.00	$10.55	$72,795.00	$10.40	$71,760.00	$10.40	$71,760.00	$11.00	$75,900.00	$10.85	$74,865.00	$11.50	$79,350.00
AB-02	Pavement Marking - 4" Epoxy White	LF	2,500	$3.27	$8,175.00	$2.50	$6,250.00	$2.35	$5,875.00	$2.45	$6,125.00	$3.20	$8,000.00	$2.45	$6,125.00	$2.31	$5,775.00	$3.39	$8,475.00
AB-03	Pavement Marking - Handicap Stall Symbol	EA	4	$56.10	$224.40	$70.00	$280.00	$55.00	$220.00	$65.00	$260.00	$55.00	$220.00	$65.00	$260.00	$55.00	$220.00	$58.33	$233.32
AB-04	Signs- Handicap Stall Marking	EA'	4	$165.00	$660.00	$250.00	$1,000.00	$250.00	$1,000.00	$275.00	$1,100.00	$200.00	$800.00	$275.00	$1,100.00	$250.00	$1,000.00	$79.54	$318.16
TOTAL ALTERNATE BID					**$85,511.40**		**$79,980.00**		**$79,890.00**		**$79,245.00**		**$80,780.00**	$6.00	**$83,385.00**		**$81,860.00**		**$88,376.48**
TOTAL ALTERNATE & BASE BID					**$359,127.42**		**$366,894.50**		**$374,665.25**		**$375,771.00**		**$399,663.05**		**$423,306.50**		**$450,471.00**		**$467,696.45**

Memorandum

To: City Council

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

Re: Humana Lease Amendment

Date: July 25, 2013

Item: The Board of Park Commissioners has reviewed and approved accepting the base bid and alternate bid for Project 13-22, from Ed Gersek, Inc in the amount of $359,127.42.

Summary: Project 13-22 is the construction of a stormwater pond and parking lot at Southwest Park. The base bid covers the construction of the pond, earthwork and the infrastructure for the parking lot, while the alternate bid covers the cost of paving and striping. The paving and striping were included as alternate bids because the funds allocated for the project did not include these items. The intent was to construct the base items this year and include $200,000 in the budget for paving the parking lot in 2014.

While reviewing the bids, the Park Board was made aware of unknown costs from WPS related to lighting for the parking lot. After considering various options, the Park Board approved accepting the base and alternate bids with the contingency that once the estimate was received from WPS the number would be included for consideration at the Council level. On Thursday, July 25 we received the estimate from WPS. Based on the Park Board recommendations, I have summarized the Council's two most likely options.

In approving this project, I believe the Council has two options.

1) Approve the base and alternate bid for the amount of $359,127.42. In doing so, the council will need to approve additional funding to complete the project.

Budget Amount:		$376,000	
Stormwater Design:	$ 7,750		
WPS Lighting	$ 15,452		
Ed Gersek, Inc	$359,127		
Permitting/Misc	$ 6,000		
Contingency	$ 11,650		
Project Total		$399,979	
Project Difference			($23,979)

Attachment: Recommendation for Southwest Parking Lot (1178 : Southwest Park Expansion)

2) Approve the base bid only, for the amount of $273,616. This would not include paving and striping of the parking lot. In choosing this option, we would request any additional funds would be carried over to 2014 and we would need to request additional funding for 2014 to complete the project.

Budget Amount		$376,000	
Stormwater Design	$ 7,750		
WPS Lighting	$ 15,542		
Ed Gersek, Inc.	$273,616		
Permitting/Mis	$ 6,000		
Contingency	$ 11,650		
Project Total		$314,558	
Project Difference			$61,442

With this option we would request the remaining balance of the project budget (estimated to be $61,442 be carried over to 2014 and additional funds would be requested for 2014 to complete the project.

Additional Information: Staff is very pleased with the bids for completing the project. Based on estimates provided to us, we were anticipating that paving and lighting would have to be conducted in 2014 for an additional cost of $200,000.

The award is contingent on obtaining permit approvals from the Wisconsin Department of Natural Resources.

I would recommend the approval of option #1 for the base and alternate bid, with the additional $23,979 needed to finance the project to come from the Public Improvements Fund, which has a balance of $823,335 as of December 31, 2012.

Attachment: Recommendation for Southwest Parking Lot (1178 : Southwest Park Expansion)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Planning**

FROM: **Ken Pabich**

SUBJECT: **Final Plat of Garrity's Glen Second Addition.**

ATTACHMENTS:

- Recommendations on August 6 CC Meeting (PDF)
- Garrity Glen (PDF)

M E M O R A N D U M **CITY OF DE PERE**

TO: Members of the Common Council

FROM: Ken Pabich, Director of Planning & Economic Development

RE: Recommendation from the Plan Commission

DATE: August 6, 2013

The Plan Commission recommends approval of the following:

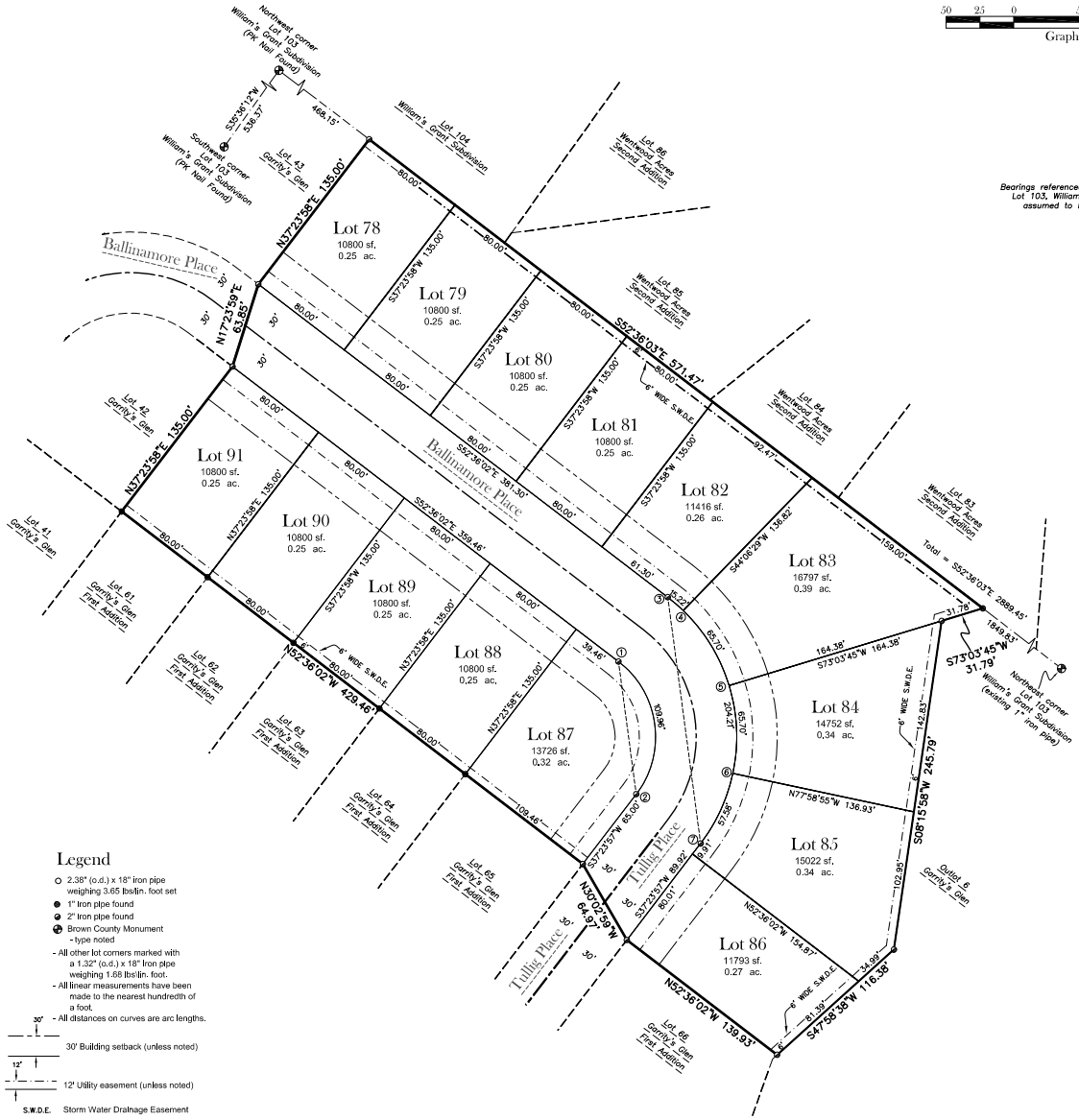
1. Final Plat of Garrity's Glen Second Addition in the City of De Pere
2. Final Plat of Orion's Run First Addition in the Town of Lawrence
3. Single lot CSM on Scray Hill Road in the Town of Glenmore.

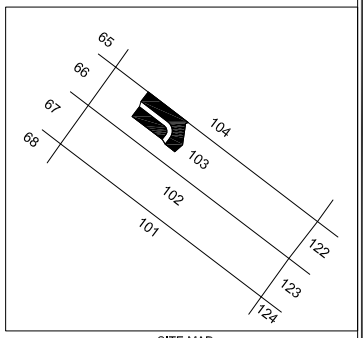
Attachment: Recommendations on August 6 CC Meeting (1190 : Garrity's Glen Plat)

Attachment: Garrity Glen (1190 : Garrity's Glen Plat)

Garrity's Glen Second Addition

Part of Outlots 4 and 5 "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records, located in part of Lots 102 and 103 of the "Williams Grant Subdivision", being in the City of DePere, Brown County, Wisconsin.





SITE MAP
WILLIAMS GRANT SUBDIVISION
CITY OF DEPERE
BROWN COUNTY
WISCONSIN

Surveyor's Certificate

I, Benjamin J. LaCount, Registered Land Surveyor, hereby certify:

That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the City of DePere and Brown County and under the direction of the owners listed hereon, I have surveyed, divided and mapped "Garrity's Glen Second Addition", and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and is part of Outlots 4 and 5 of "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records, located in part of Lots 102 and 103 of the "Williams Grant Subdivision", being in the City of DePere, Brown County, Wisconsin, more fully described as follows.

Commencing at the Northwest corner of Lot 103 of "William's Grant Subdivision"; thence S52°36'03"E, 468.15 feet along the North line of said Lot 103 to the Northeast corner of Lot 43 of "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records and the point of beginning; thence continue S52°36'03"E, 571.47 feet along said North line to the Northeast corner of Outlot 5 of said "Garrity's Glen"; thence S73°03'47"W, 31.78 feet along a East line of said Outlot 5; thence S08°15'58"W, 245.79 feet along said East line; thence S47°58'38"W, 116.38 feet along said East line to the Northeast Corner of Lot 66 of said "Garrity's Glen First Addition" recorded in Volume 23, Plats, Page 32, Document Number 2520716, Brown County Records; thence N52°36'02"W, 139.93 feet to the Northwest corner of said Lot 66 and the East right-of-way line of Tullig Place; thence N30°02'59"W, 64.97 feet to the Northeast corner of Lot 65 of said "Garrity's Glen First Addition" and the West right-of-way line of said Tullig Place; thence N52°36'02"W, 429.46 feet to the Southwest corner of Lot 42 of said "Garrity's Glen"; thence N37°23'58"E, 135.00 feet to the Northeast corner of said Lot 42 and the South right-of-way line of Ballinamore Place; thence N17°23'59"E, 63.85 feet to the Southeast corner of Lot 43 of said "Garrity's Glen" and the North right-of-way line of said Ballinamore Place; thence N37°23'58"E, 135.00 feet to the point of beginning. Excepting there from the existing Tullig Place and Ballinamore Place road right-of ways as previously dedicated to the public with the plat of "Garrity's Glen".

Said parcel contains 169,904 sq. ft. \ 3.90 Acres of land more or less.
Subject to all easements and restrictions of record.

Benjamin J. LaCount S-3031
Date: June 3, 2013

Legend

- 2.38" (o.d.) x 18" iron pipe weighing 3.65 lbs/lin. foot set
- 1" Iron pipe found
- 2" Iron pipe found
- Brown County Monument - type noted
- All other lot corners marked with a 1.32" (o.d.) x 18" Iron pipe weighing 1.68 lbs/lin. foot.
- All linear measurements have been made to the nearest hundredth of a foot.
- All distances on curves are arc lengths.

30' Building setback (unless noted)

12' Utility easement (unless noted)

S.W.D.E. Storm Water Drainage Easement

Office of the Register of Deeds
Brown County, Wisconsin
Received for Record _____, 20____,
at _____ o'clock ____M and recorded as
Document # _____ in
Volume ____ of _____ on Page ____
Cathy Williquette Lindsay, Register of Deeds

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI
PH:920-569-5765 Fax: 920-569-5767

Garrity's Glen LLC

Garrity's Glen Second Addition

Final Plat

Tax Parcel Number: Part of WD-1756 & WD-1757

NO.	REVISION DESCRIPTION
1	

DATE: 7-3-2013
DRAFTED BY: BJL
CHECKED BY: ASC
PROJECT# 0336-02-11
SCALE: 1"=50'
SHEET NUMBER
1 OF 2
DRAWING NUMBER
832

Attachment: Garrity Glen (1190 : Garrity's Glen Plat)

Garrity's Glen Second Addition

Part of Outlots 4 and 5 "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records, located in part of Lots 102 and 103 of the "Williams Grant Subdivision", being in the City of DePere, Brown County, Wisconsin.

Certificate for the City of DePere

Approved for the City of DePere this ____ day of _____, 20__

_____
Ken Pabich
Director of Planning

Certificate of the City of DePere Common Council

Resolved that the plat known as "Garrity's Glen Second Addition" which has been duly filed for approval of the Common Council of the City of DePere, be and is hereby approved, as required by chapter 236, Wisconsin Statutes.

I do hereby certify the above is a true and correct copy of a resolution adopted by the Common Council of the City of DePere on this ____ day of _____, 20___.

_____
Charlene M. Peterson Date
DePere City Clerk

Treasurer's Certificate

As duly elected City of DePere Treasurer and Brown County Treasurer, We hereby certify that the records in our office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Plat as of the dates listed below.

_____ _____
Charlene M. Peterson Date — Kerry M. Blaney Date
City of DePere Treasurer — Brown County Treasurer

Consent of Corporate Mortgagee

The Business Bank, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat and does hereby consent to the above certificates of Garrity's Glen LLC, Owners.
IN WITNESS WHEREOF, The Business Bank has caused these presents to be signed by David Lortz, Its President and countersigned by Laurie Olson, its Vice President, at Green Bay, Wisconsin, this ____, day of _____, 20____.

_____ _____
David Lortz — Laurie Olson

Personally came before me this ____ day of _____, 20____, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

_____
Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

Restrictive Covenants

1) The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

2) Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

3) No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Notes

1) All roads within the plat have been previously dedicated to the public.

2) Through Section 823.08 of Wisconsin Statutes, the Wisconsin Legislature has adopted a right to farm law. This statute limits the remedies of owners of later established residential property to seek changes to pre-existing agricultural practices in the vicinity of the agricultural property. Active agricultural operations are now taking place and may continue to take place in the vicinity of these new residential lots. These active agricultural operations may produce noises, odors, dust, machinery traffic, or other conditions during daytime and evening hours.

3) Pursuant to Section 45.6, DePere Municipal Code, Public Sites and Open Spaces, the City of DePere requires the payment of a fee in lieu of Park Dedication prior to the issuance of a Building Permit for all lots in this subdivision.

4) Sidewalks are required on all streets. Sidewalk installation shall be completed prior to issuance of any occupancy permit by the City of DePere.

5) The property owner, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Department of Natural Resources, "Wisconsin Construction Site Best Management Practice Handbook" to prevent soil erosion. However, if the City of DePere, at the time of construction, has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any construction or installation related activities associated with streets and utilities.

Limited Liability Company Owner's Certificate

GARRITY'S GLEN LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that we caused the land described on GARRITY'S GLEN SECOND ADDITION to be surveyed, divided, mapped and dedicated as represented hereon. GARRITY'S GLEN LLC also certifies that this Plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

CITY OF DEPERE
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

In Witness Whereof, the said GARRITY'S GLEN LLC has caused these presents to be signed by Patricia A. Kaster and Dennis P Layden, its managers, on this _____ day of _____, 20__.

_____ _____
Patricia A. Kaster — Dennis P Layden
Manager - Garrity's Glen LLC — Manager - Garrity's Glen LLC

Personally came before me this ____ day of _____, 20____, the above named managers of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such managers as the deed of said Limited Liability Company, by its authority.

_____
Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

Grant of Easement

There is hereby granted jointly to the City of DePere, Wisconsin, a municipal corporation, Wisconsin Public Service Corporation, and the Wisconsin Telephone Company, both public utilities, and their successors and assigns, a perpetual right of way over and across an easement in all lands designated herein as "Utilities Easements" for the purpose of constructing, installation, and maintenance of the water distribution system, sanitary and storm sewers, drainage swales, gas and electric distribution systems, telephone systems, and cable television systems. No habitable structures or accessory buildings shall be constructed within or upon said easements. All grades, either constructed or established within said easements, shall not be disturbed or altered. This easement is perpetual.

Curve Data

Curve	Arc	Radius	Chord	Chord Bearing	Central Angle	Tangent Bearing
1-2	109.96	70.00	99.00	N07°36'02"W	90°00'07"	
3-7	204.21	130.00	183.85	S07°36'02"E	90°00'04"	
Lot 82	15.22	130.00	15.21	N49°14'48"W	06°42'31"	
Lot 83	65.70	130.00	65.01	N31°24'48"W	28°57'29"	
Lot 84	65.70	130.00	65.00	N02°27'21"W	28°57'25"	
Lot 85	57.58	130.00	57.11	N24°42'39"E	25°22'38"	

Setback Frontages

Lot	Frontage at Setback
78	80.00
79	80.00
80	80.00
81	80.00
82	80.42
83	80.87
84	80.86
85	80.78
86	80.01
87	167.29
88	80.00
89	80.00
90	80.00
91	80.00

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI
PH:920-569-5765 Fax: 920-569-5767

Garrity's Glen LLC
Garrity's Glen Second Addition
Final Plat
Tax Parcel Number: Part of WD-1756 & WD-1757

NO.	REVISION DESCRIPTION
1	

DATE: 7-3-2013
DRAFTED BY: BJL
CHECKED BY: ASC
PROJECT# 0336-02-11
SCALE: 1"=50'
SHEET NUMBER
1 OF 2
DRAWING NUMBER
832

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Planning**

FROM: **Ken Pabich**

SUBJECT: **Final Plat of Orion's Run Second Addition in the Town of Lawrence.**

ATTACHMENTS:

- Orion (PDF)

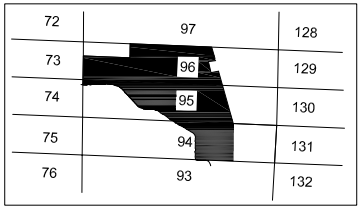
Attachment: Orion (1191 : Orion Rn)

Orion's Run First Addition

Part of Outlot 2 of Orion's Run, Volume 23, Plats Page 49, Document Number 2569645,
located in the Town of Lawrence, Brown County, Wisconsin.

60 30 0 60 120 180
Graphic Scale

North is referenced to the West line of Lot 95 and 96 of "Williams Grant Subdivision", recorded to bear N35°42'01"E from Brown County coordinate system.



SITE MAP
WILLIAMS GRANT SUBDIVISION
TOWN OF LAWRENCE
BROWN COUNTY
WISCONSIN

Northwest corner Lot 96 William's Grant Subdivision (P.K. Nail Set)

Lot 1 30 C.S.M. 335

Lot 2 30 C.S.M. 335

N52°35'47"W 660.30'

295.83'

S57°18'19"E 264.64'

S52°35'47"E 1161.62'

Andromeda Drive

N35°42'01"E 200.09'

N35°35'17"E 200.10'

183.47'

ESA

N36°09'25"E 161.26'

Outlot 3
206360 sf.
4.74 ac.

Lot 96 Williams Grant Subdivision

S52°35'47"E 660.69'

24.75'

40'

11.53'

29.78'

N53°23'36"W 221.67'

Future Proposed Road

N39°51'57"W 71.97'

N52°33'29"W 118.02'

N72°59'09"W 73.66'

N52°56'07"W 10.61'

80.00'
Match Point

80.00'

80.00'

N52°56'07"W 80.00'

Lawrence Drive

Lot 1 Orion's Run

Lot 2 Orion's Run

Lot 3 Orion's Run

Lot 4 Orion's Run

Lot 5 Orion's Run

Lot 6 Orion's Run

Lot 7 Orion's Run

Lot 8 Orion's Run

Lot 9 Orion's Run

Solstice Lane

Lot 10 Orion's Run

Lot 11 Orion's Run

Lot 56
10880 sf.
0.25 ac.

Lot 55
10839 sf.
0.25 ac.

Lot 54
10863 sf.
0.25 ac.

N36°36'24"E 136.33'

N36°36'16"E 135.69'

N36°36'16"E 135.57'

N36°36'16"E 136.04'

See Sheet 2

Total = S35°42'01"W 535.09'

Lawrence Drive

N35°42'01"E 407.00'

Pisces Place

Pisces Place

80.00'

42.30'

37.70'

80.00'

S53°23'44"E 122.30'

N26°54'54"E 71.01'

Utility Easement Recorded in Document No. 2270574 Brown County Records

Orion's Run

S53°23'44"E 109.86'

90.00'

19.86'

67.07'

89.14'

N36°36'16"E 113.87'

Lot 73 Williams Grant Subdivision

Lot 20 Orion's Run

Lot 19 Orion's Run

Lot 18 Orion's Run

Lot 17 Orion's Run

Lot 16 Orion's Run

Lot 15 Orion's Run

Lot 14 Orion's Run

Lot 13 Orion's Run

Lot 12 Orion's Run

S52°32'58"E 40.02'

Southwest corner Lot 96 William's Grant Subdivision (P.K. Nail Set)

46.98'

25'±

Outlot 1 is dedicated to the Town of Lawrence for storm water management and path purposes

South line of Lot 96 - Williams Grant Subdivision

N55°09'20"W 411.83'

Meander line

N55°09'20"W 40.00'

24.75'

40'

Outlot 1
399224 sf.
9.16 ac.

Lot 74 Williams Grant Subdivision

Total = S35°42'01"W 535.09'

463'±

Outlot 1 Carpenter's Crossing

RVR. STA. 11+41 W.S. ELEV. 634.58

RVR. STA. 12+00 W.S. ELEV. 634.58

RVR. STA. 14+06 W.S. ELEV. 634.71

Lot 38 Carpenter's Crossing

RVR. STA. 15+07 W.S. ELEV. 634.73

Lot 37 Carpenter's Crossing

Meander line

N12°48'18"W 360.73'

ESA

Lot 36 Carpenter's Crossing

Lot 95 Carpenter's Crossing

See Sheet 2

Note:
-Surface water elevation information regarding the Un-named tributary to the Ashwaubenon Creek was taken near river station 11+41.
-Elevation on April 9, 2012 was 629.58.
-Seasonal high is 630.6±.
-Seasonal low is 628.6±.
-All Elevations referenced to NAVD 88.
-Benchmark used is NGS Benchmark DE7764 located 350'± East of the intersection of Lawrence Drive and Little Rapids Road and has an elevation of 642.66.

Southwest corner Lot 95 William's Grant Subdivision (P.K. Nail Set)

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record _____, 20____,
at _____ o'clock ____M and recorded as
Document # _____ in
Volume _____ of _____ on Page ____

Cathy Willquette Lindsay, Register of Deeds

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Legend

- 2.38" (o.d.) x 18" Iron pipe weighing 3.65 lbs/lin. foot set
- 1" iron pipe found
- 2" Iron pipe found
- Brown County Monument
- All other lot and outlot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot
- All linear measurements have been made to the nearest hundredth of a foot. (unless noted)
- All distances on curves are arc lengths.
- 30' Building setback (unless noted)
- 12' Utility easement (unless noted)
- Floodplain
- Floodway
- RVR. STA. xx+xx / W.S. ELEV. xxx.xx — Flood study cross-section with station & floodplain elevation information
- Environmentally Sensitive Area
- ESA — Environmentally Sensitive Area
- Wetland

Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI
PH:920-569-5765 Fax: 920-569-5767

CCLW LLC.

ORION'S RUN FIRST ADDITION

Tax Parcel Number: part of L-477 & L-479

Department of Administration and Brown County Review Comments

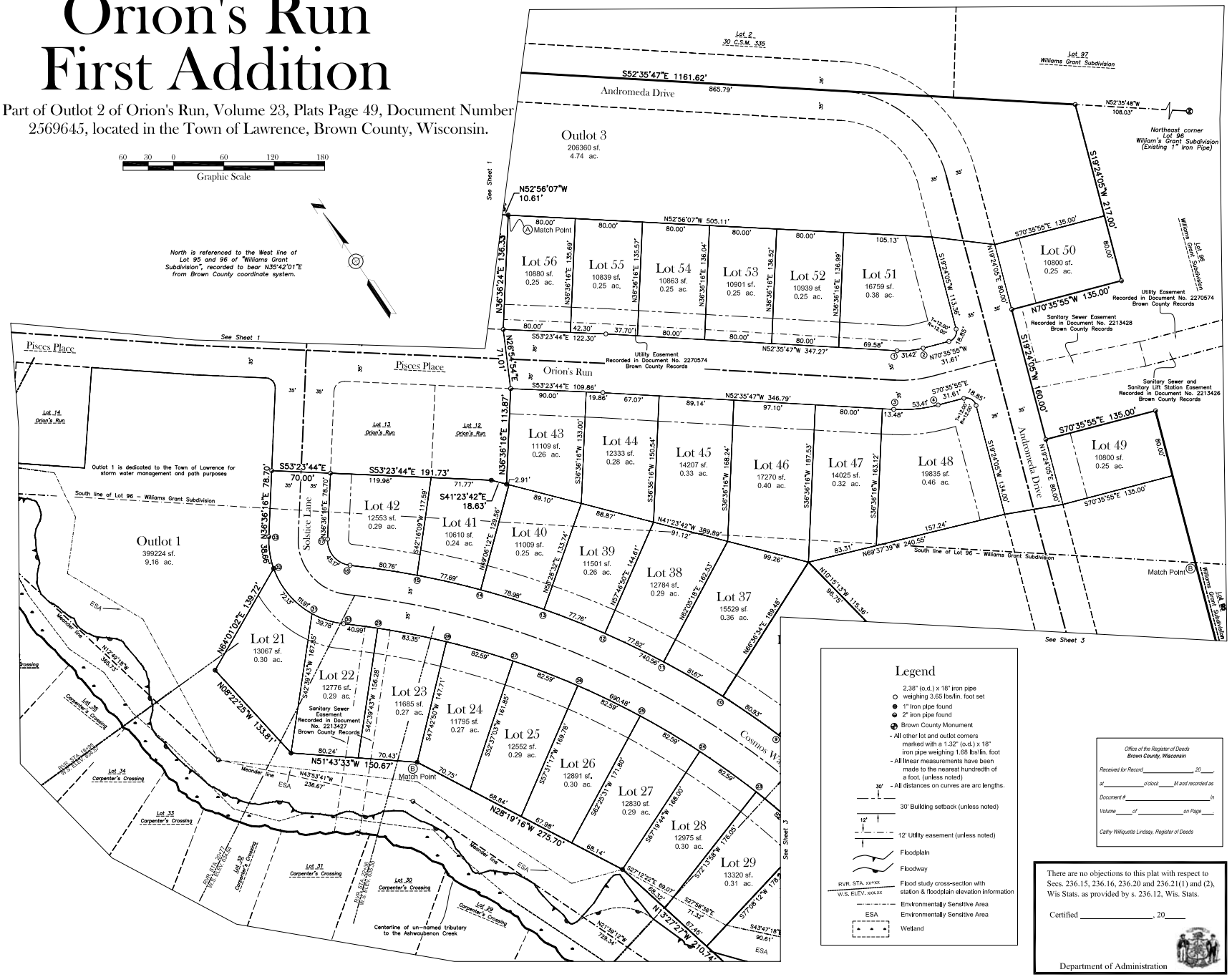
NO.	REVISION DESCRIPTION
1	

DATE: JULY 3, 2013
DRAFTED BY: NGR
CHECKED BY: BJL
PROJECT# 0023-10-13
SCALE: 1" = 60'
SHEET NUMBER
1 OF 4
DRAWING NUMBER
825

Attachment: Orion (1191 : Orion Rn)

Orion's Run First Addition

Part of Outlot 2 of Orion's Run, Volume 23, Plats Page 49, Document Number 2569645, located in the Town of Lawrence, Brown County, Wisconsin.



Legend

- 2.38" (o.d.) x 18" iron pipe weighing 3.65 lbs/lin. foot set
- 1" Iron pipe found
- 2" iron pipe found
- Brown County Monument
- All other lot and outlot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs\lin. foot
- All linear measurements have been made to the nearest hundredth of a foot. (unless noted)
- All distances on curves are arc lengths.
- 30' Building setback (unless noted)
- 12' Utility easement (unless noted)
- Floodplain
- Floodway
- RVR. STA. xx+xx W.S. ELEV. xxx.xx — Flood study cross-section with station & floodplain elevation information
- Environmentally Sensitive Area
- ESA — Environmentally Sensitive Area
- Wetland

Office of the Register of Deeds Brown County, Wisconsin
Received for Record _____, 20____,
at _____ o'clock ____M and recorded as
Document # _____ In
Volume _____ of _____ on Page ____
Cathy Williquette Lindsay, Register of Deeds

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI
PH:920-569-5765 Fax: 920-569-5767

CCLW LLC.

ORION'S RUN FIRST ADDITION

Tax Parcel Number: part of L-477 & L-479

Department of Administration and Brown County Review Comments

NO.	REVISION DESCRIPTION
1	

DATE: JUNE 3, 2013
DRAFTED BY: NGR
CHECKED BY: BJL
PROJECT# 0023-10-13
SCALE: 1" = 60'

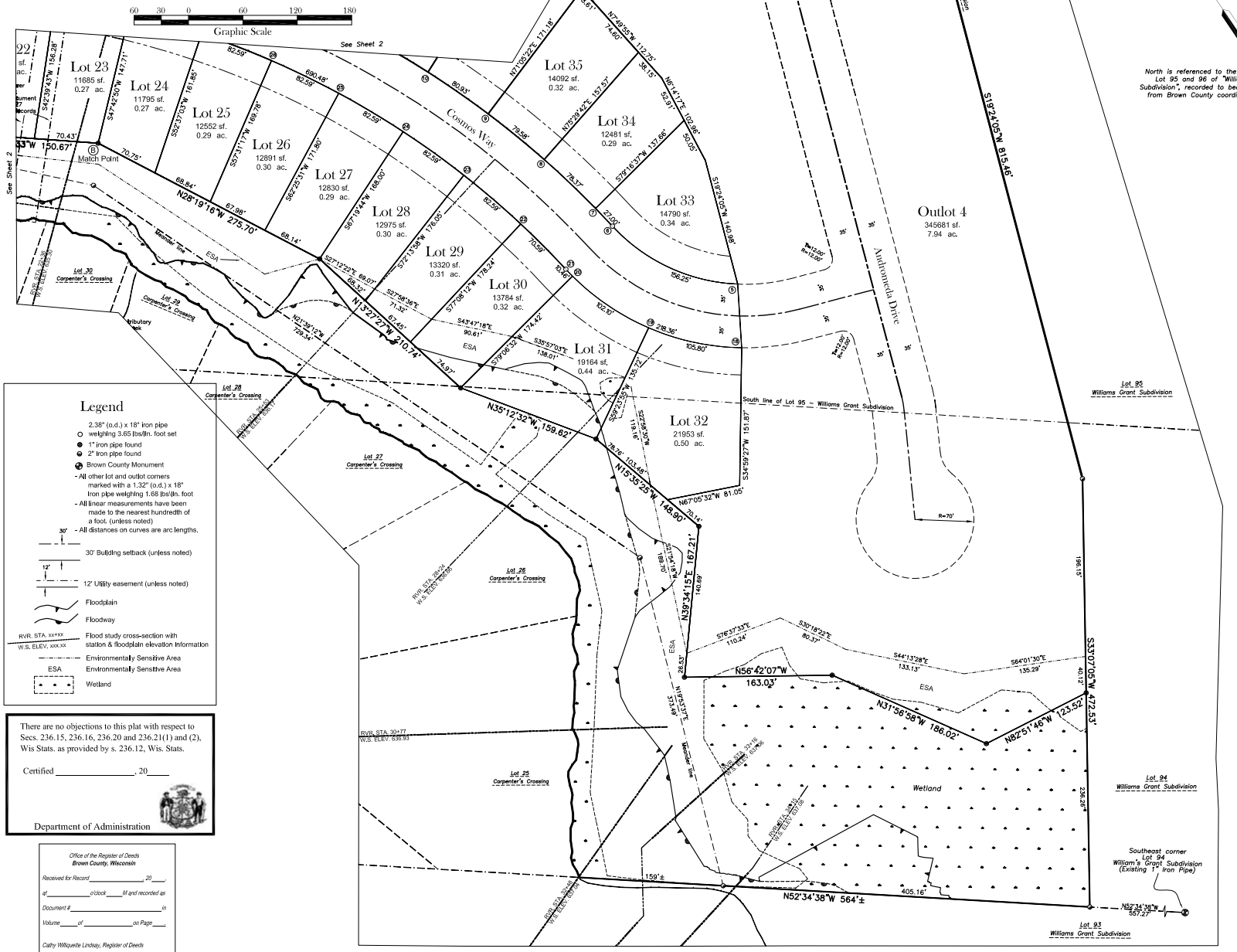
SHEET NUMBER
2 OF 4

DRAWING NUMBER
825

Attachment: Orion (1191 : Orion Rn)

Orion's Run First Addition

Part of Outlot 2 of Orion's Run, Volume 23, Plats Page 49, Document Number 2569645, located in the Town of Lawrence, Brown County, Wisconsin.



Legend

- 2.38" (o.d.) x 18" iron pipe weighing 3.65 lbs/lin. foot set
- 1" iron pipe found
- 2" iron pipe found
- Brown County Monument
- All other lot and outlot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot
- All linear measurements have been made to the nearest hundredth of a foot. (unless noted)
- All distances on curves are arc lengths.
- 30' Building setback (unless noted)
- 12' Utility easement (unless noted)
- Floodplain
- Floodway
- RVR. STA. xx+xx / W.S. ELEV. xxx.xx — Flood study cross-section with station & floodplain elevation information
- Environmentally Sensitive Area
- ESA — Environmentally Sensitive Area
- Wetland

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record _____, 20____,
at _____ o'clock ____M and recorded as
Document # _____ in
Volume ____ of _____ on Page ____.

Cathy Williquette Lindsay, Register of Deeds

Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI
PH:920-569-5765 Fax: 920-569-5767

CCLW LLC.

ORION'S RUN FIRST ADDITION

Tax Parcel Number: part of L-477 & L-479

NO.	REVISION DESCRIPTION	Department of Administration and Brown County Review Comments
1		

DATE: JUNE 3, 2013
DRAFTED BY: NGR
CHECKED BY: BJL
PROJECT# 0023-10-13
SCALE: 1" = 60'

SHEET NUMBER
3 OF 4

DRAWING NUMBER
825

Attachment: Orion (1191 : Orion Rn)

Orion's Run First Addition

Part of Outlot 2 of Orion's Run, Volume 23, Plats Page 49, Document Number 2569645,
located in the Town of Lawrence, Brown County, Wisconsin.

Certificate for the Town of Lawrence

Approved for the Town of Lawrence this ____ day of _____, 20__.

_____
Robert Bartelt
Town Administrator

Certificate for the City of DePere

Approved for the City of DePere this _____ day of _____, 20__

_____
Ken Pabich
Director of Planning

Brown County Planning Commission

Approved for the Brown County Plan Commission this ____ day of _____, 20__.

_____
Peter Schleinz
Senior Planner

Treasurer's Certificate

As duly elected Town Treasurer and Brown County Treasurer, We hereby certify that the records in our office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Plat as of the dates listed below.

_____ _____
Jennifer Messerschmidt Date — Kerry M. Blaney Date
Town of Lawrence Treasurer — Brown County Treasurer

Surveyor's Certificate

I, Andrew S. Cleveland, Registered Land Surveyor, hereby certify:

That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the Town of Lawrence, the City of DePere and the Brown County Planning Commission and under the direction of the owners listed hereon, I have surveyed, divided and mapped "Orion's Run", and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and is part of Lots 94, 95 and 96 of the "Williams Grant Subdivision", located in the Town of Lawrence, Brown County, Wisconsin, more fully described as follows.

Beginning at the Southwest corner of Lot 96 of said "Williams Grant Subdivision"; thence S52°35'47"E, 660.30 feet along the North line of said Lot 96 to a Northwest corner of Said Outlot 2; thence S52°35'47"E, 1161.62 feet along the North line of Said Outlot 2 to a Northeast corner of Said Outlot 2; thence S19°24'05"W, 217.00 feet along the east line of Said Outlot 2 to a Southeast corner of Said Outlot 2; thence N70°35'55"W, 135.00 feet along a South line of Said Outlot 2; thence S19°24'05"W, 160.00 feet along a East line of Said Outlot 2; thence S70°35'55"E, 135.00 feet along a North line of Said Outlot 2 to a Northeast corner of Said Outlot 2; thence S19°24'05"W, 815.46 feet along a East line of Said Outlot 2; thence S33°07'05"W, 236.26 feet along a East line of Said Outlot 2 to a Southeast corner of Said Outlot 2; thence N82°51'46"W, 123.52 feet along the South line of Said Outlot 2; thence N31°56'58"W, 186.02 feet along the South line of Said Outlot 2; thence N56°42'07"W, 163.03 feet along the South line of Said Outlot 2; thence N39°34'15," 167.21 feet along a West line of Said Outlot 2; thence N15°35'25"W, 148.90 feet along the Southwest line of Said Outlot 2; thence N35°12'32"W, 159.62 feet along the Southwest line of Said Outlot 2; thence N13°27'27"W, 210.74 feet along the Southwest line of Said Outlot 2; thence N28°19'16"W, 275.70 feet along the Southwest line of Said Outlot 2; thence N51°43'33"W, 150.67 feet along a South line of Said Outlot 2; thence N08°22'25"W, 133.81 feet along a Southwest line of Said Outlot 2; thence N64°01'02"W 139.72 feet along a West line of Said Outlot 2 to the West Right of Way of Solstice Lane; thence 38.66 feet and the arc of a 100.00 foot radius curve to the right whose long chord bears N25°31'44"E, 38.42 feet; thence N36°36'16"E, 78.70 feet to the West Right of Way of Solstice Lane; thence S53°23'44"E, 70.00 feet to the East Right of Way of Solstice Lane; thence S53°23'44"E, 191.73 feet to the Southeast corner of Said Lot 13; thence S41°23'24"E, 18.63 feet to the Southeast corner of Said Lot 12; thence N36°36'16"E, 113.87 feet to the Northeast corner of Said Lot 12 and South Right of Way of Orions Run; thence N26°54'54"E, 71.01 feet to the Southeast corner of Said Lot 11 and the North Right of Way of Orions Run; thence N36°36'24"E, 136.30 feet to the Northeast corner of Said Lot 11; thence N52°56'07"W, 10.61 feet along Said Lot 11 to a Northeast corner of Said Lot 11; thence N72°59'09"W, 73.66 feet to the Northwest corner of Said Lot 11; thence N52°33'29"W, 118.02 feet to the Northwest corner of Said Lot 10 and the East Right of Way of Solstice Lane; thence N39°57'57"W, 71.97 feet to the West Right of Way of Solstice Lane; thence N53°23'36"W, 221.72 feet to a Northwest corner of Said Lot 7; thence N35°35'17"E, 200.10 to a Northwest corner of Said Outlot 2 and the Point of Beginning. Said parcel contains 1170754 sq. ft. \ 26.88 acres of land more or less to the centerline of an un-named tributary to the Ashwaubenon Creek and 1,787,447 sq. ft. \ 41.03 acres of land more or less to the meander line.

Subject to all easements and restrictions of record.

Road dedication contains 137,207 sq. ft. \ 3.15 acres of land more or less.

_____ S-2787
Andrew S. Cleveland
Date: June 27, 2013
Revised: April 9, 2012

Curve Data

Curve	Arc	Radius	Chord	Chord Bearing	Central Angle	Tangent Bearing
1-2	31.42	100.00	31.29	N61°35'51"W	18°00'08"	
3-4	53.41	170.00	53.19	S61°35'51"E	18°00'08"	
5-6	156.25	200.00	152.31	N31°03'12"W	44°45'46"	S53°26'05"E N08°40'19"W
6-16	740.56	1035.00	724.87	N29°10'13"W	40°59'47"	
6-7	27.00	1035.00	27.00	N09°25'09"W	01°29'41"	S08°40'19"E
7-8	78.37	1035.00	78.35	N12°20'09"W	04°20'18"	
8-9	79.58	1035.00	79.56	N16°42'28"W	04°24'19"	
9-10	80.93	1035.00	80.91	N21°09'02"W	04°28'48"	
10-11	81.67	1035.00	81.65	N25°39'04"W	04°31'16"	
11-12	77.82	1035.00	77.80	N30°03'56"W	04°18'29"	
12-13	77.77	1035.00	77.75	N34°22'19"W	04°18'18"	
13-14	78.98	1035.00	78.96	N38°42'38"W	04°22'20"	
14-15	77.69	1035.00	77.67	N43°02'50"W	04°18'03"	
15-16	80.76	1035.00	80.74	N47°25'59"W	04°28'15"	N49°40'06"W
16-17	45.17	30.00	41.02	N06°31'55"W	86°16'22"	S49°40'06"E
18-19	105.80	270.00	105.13	S43°47'00"E	22°27'07"	
19-20	102.10	270.00	101.49	S21°43'27"E	21°39'59"	S32°33'27"E
21-30	690.48	965.00	675.84	S29°10'13"E	40°59'47"	
20-21	10.46	270.00	10.46	S09°46'54"E	02°13'09"	N08°40'19"W
21-22	70.59	965.00	70.58	S10°46'04"E	04°11'29"	S08°40'19"E
22-23	82.59	965.00	82.57	S15°18'55"E	04°54'14"	
23-24	82.59	965.00	82.57	S20°13'09"E	04°54'14"	
24-25	82.59	965.00	82.57	S25°07'22"E	04°54'14"	
25-26	82.59	965.00	82.57	S30°01'36"E	04°54'14"	
26-27	82.59	965.00	82.57	S34°55'50"E	04°54'14"	
27-28	82.59	965.00	82.57	S39°50'04"E	04°54'14"	
28-29	83.35	965.00	83.32	S44°45'38"E	04°56'55"	
29-30	40.99	965.00	40.98	S48°27'06"E	02°26'01"	N49°40'06"W
30-33	150.57	100.00	136.75	N06°31'55"W	86°16'22"	
30-31	39.78	100.00	39.52	S38°16'20"E	22°47'32"	S49°40'06"E
31-32	72.13	100.00	70.58	S06°12'41"E	41°16'46"	
32-33	38.66	100.00	38.42	N25°31'44"E	22°09'04"	

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record _____, 20____,
at _____ o'clock ____M and recorded as
Document # _____ in
Volume _____ of _____ on Page ____.

Cathy Williquette Lindsay, Register of Deeds

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

Owner's Certificate (Document Number 2537379)

CCLW LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that we caused the land described on ORION'S RUN to be surveyed, divided, mapped and dedicated as represented hereon. CCLW LLC also certifies that this Plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

TOWN OF LAWRENCE
CITY OF DEPERE
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

In Witness Whereof, the said CCLW LLC has caused these presents to be signed by Patricia A. Kaster and Dennis P Layden, its managers, on this _____ day of _____, 20__.

LAND CONTRACT VENDEE (Document Number 2537379)

_____ _____
Patricia A. Kaster — Dennis P Layden
Manager - CCLW LLC — Manager - CCLW LLC

Personally came before me this ____ day of _____, 20____, the above named managers of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such managers as the deed of said Limited Liability Company, by its authority.

_____
Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

LAND CONTRACT VENDOR (Document Number 2537379)

_____ _____
James L. Van Gheem — Ida M. Van Gheem

Personally came before me this ____ day of _____, 20____, the above named managers of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such managers as the deed of said Limited Liability Company, by its authority.

_____
Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

Restrictive Covenants

1) The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

2) No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

3) Lots 7, 15-20, and Outlots 1 and 2 contain an Environmentally Sensative Area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands, all land within 35 feet of wetlands 2 acres or greater, waterway, floodway and all lands within 35 feet of the floodway or 75 feet beyond the ordinary high water mark - whichever is greater. Development and land disturbing activities are restricted within the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

Grant of Easement

There is hereby granted jointly to the Town of Lawrence, Wisconsin, a municipal corporation, Wisconsin Public Service Corporation, and the Wisconsin Telephone Company, both public utilities, and their successors and assigns, a perpetual right of way over and across an easement in all lands designated herein as "Utilities Easements" for the purpose of constructing, installation, and maintenance of the water distribution system, sanitary and storm sewers, drainage swales, gas and electric distribution systems, telephone systems, and cable television systems. No habitable structures or accessory buildings shall be constructed within or upon said easements. All grades, either constructed or established within said easements, shall not be disturbed or altered. This easement is perpetual.

Notes

1) All roads within the plat boundary are dedicated to the public.
2) Outlot 1 is dedicated to the Town of Lawrence for stormwater management and trail purposes.
3) Sideyard setback is 10 feet for all lots.
4) Rearyard setback is 25 feet for lots not included within an ESA.
5) Sideyard and rearyard setbacks for corner lots 9, 10, and 13 to be determined by access point on lot.
6) Lots 1-9 have a 25' front yard setback.
7) Wetland delineated by Mach IV Engineering and Surveying LLC., dated October 11, 2011. Wetland delineation concurrence letter from WDNR dated December 5, 2011.
8) The property owner, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Department of Natural Resources, "Wisconsin Construction Site Best Management Practice Handbook" to prevent soil erosion. However, if the Town of Lawrence, at the time of construction, has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any construction or installation related activities associated with streets and utilities.
9) Flood Plain mapping based on a Letter of Map Revision (LOMR) dated February 27, 2012. Reference Community Name Brown County, Community Number 550020, Panel Number 244 and Suffix F. The effective date is July 13, 2012.
10) A Shoreland permit from the Brown County Zoning Administrator's office is required for Lots 1-6, 14-20, and Outlots 1-2 prior to any construction, fill or grading activity within 300 feet of a stream.
11) Lots 7, 15-17, and Outlots 1-2 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corp of Engineers, Brown County Planning Commission, or the Brown County Zoning Administrator's Office prior to any development activity.

Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI
PH:920-569-5765 Fax: 920-569-5767

CCLW LLC.
ORION'S RUN FIRST ADDITION
Tax Parcel Number: part of L-477 & L-479

Department of Administration and Brown County Review Comments

NO.	REVISION DESCRIPTION
1	

DATE: JUNE 3, 2013
DRAFTED BY: NGR
CHECKED BY: BJL
PROJECT# 0023-10-13
SCALE:
SHEET NUMBER
4 OF 4
DRAWING NUMBER
825

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Public Works**

FROM: **Scott Thoresen**

SUBJECT: **Resolution #13-, Authorizing Agreement with HD Supply Waterworks for Automated Water Meters**

City of De Pere
Public Works Department Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Karen Heyrman, P.E., Assistant City Engineer
Date: December 3, 2012
Subject: Consider Advanced Metering Infrastructure System Project with HD Supply Waterworks, Ltd.

This item is a follow-up to discussion from the December 10, 2012, Board Meeting. At the meeting, information was presented to the Board recommending the City proceed with negotiations with HD Supply Waterworks, Ltd. to purchase Sensus water meters communication system. Below is a summary of the results and a recommendation.

DISCUSSION

De Pere partnered with Appleton, Grand Chute, Allouez, Howard, and Bellevue to jointly procure new water meters and the support infrastructure for a complete smart meter system. Appleton served as the procurement lead, with Dave Vaclavik of the CBCWA providing considerable support and coordinating the CBCWA members.

The approach is a joint member system of six water utilities for purchase of the water meter (best volume discount on water meter purchase) with the meter vendor providing the software data management system for the CBCWA group (Allouez, Bellevue, De Pere, and Howard) and the Appleton group (Appleton and Grand Chute).

At this time the best-and-final offer has been negotiated with HD SUPPLY and Sensus, and the next step is the final contract negotiation and purchase. Appleton has approved moving forward with contract review and procurement.

The following bids were received based on the Automated Meter Infrastructure Request for proposals for purchase by each individual municipality as separate procurements.

De Pere Cost for the Initial Individual Bid (Installed Bid Price):

Badger Meter - Disc Meter	$2,395,106
Badger Meter - E Series Meter	$2,810,219
Neptune Meter - Disc Meter	$2,523,909
Sensus Meter - Disc Meter	$2,626,027
Sensus Meter - iPERL Meter (recommended option)	$2,990,906
Itron Meter - Disc Meter	$2,548,618
Itron Meter - E Series	$2,963,731

The following is the negotiated bid price based on procurement as a group of six municipalities for water meter purchase and the two groups of municipalities for the software license and hosting services.

De Pere Cost for the Joint CBCWA Bid (Allouez, Bellevue, De Pere, and Howard):

Option with CBCWA Local Data Hosting	$2,606,140
Sensus Hosted Data for CBCWA municipalities	$2,607,454

The following is the final price based on the negotiations with HD Supply and Sensus, and is based on the four CBCWA municipalities using the same meters and sharing the software and data hosting services.

Best and Final Bid Price for Sensus for System and Hosted Data by CBCWA:

Option with CBCWA Local Data Hosting	$2,606,140
System Cost with Sensus Hosted Data Services	$2,434,078

SENSUS EXPERIENCE

Sensus is represented by HD SUPPLY Waterworks located in De Pere. HD SUPPLY Waterworks has furnished the water main piping, fittings, valves, hydrants, and other water system supplies for the De Pere reconstruction projects the past 6 years. HD SUPPLY is one of the largest water system suppliers in the United States. De Pere experience with HD SUPPLY has been very good.

There are 250 Sensus Flex Net Systems operating or being installed nationwide using the iPERL or conventional meters. In Wisconsin there are Sensus systems in Oshkosh, Mauston, Tomah, Platteville, Fitchburg, and Rice Lake. Alliant Energy has about 1 million FlexNet electric meters installed in Michigan, Wisconsin, and Iowa.

SENSUS WATER METERING TECHNOLOGY

The Sensus iPERL water meter is a magnetic flow meter constructed of composite materials containing no lead or brass. EPA requires new meters be lead-free. The iPERL is a magnetic flow meter with electronic flow measurement. There are no moving parts to wear out like the older style paddle meters that De Pere currently uses. The older paddle type water meters are essentially going out of service due to the new meter improvements.

The accuracy of the iPERL meter is warranted for 20 years, and if it loses accuracy will be replaced at no cost. The iPERL meter measures accurately to $1/10^{th}$ of a gallon per minute compared to ¼ of a gallon per minute for current meters. The iPERL will record about 50 gallons per month additional residential customer water usage (tests conducted by Howard) compared to our present meters. De Pere Water Department achieved similar results over a six month testing period.

The meter battery is warranted for 20 years, with the second 10 years pro-rated.

The iPERL uses an electronic encoded register which provides meter tamper alarms, reverse flow measurement, empty pipe flow, and 45 days of data storage in one hour increments. This system will alert a water leak in a home, a backflow condition due to a water main break, and a cross-connection due to a reverse flow. The electronic sending unit is rated at 2 watts which is a powerful signal for a water meter.

SENSUS METERING DATA SOFTWARE

The basic data management will be provided by a Sensus central hosting facility. This is a dedicated data management site with security and software maintenance. De Pere will access its data for billing purposes and system management via a secure web site. The hosting will also include maintenance of the radio antenna and base station. The antenna will be on the Merrill Street Water Tower. A base station will be located nearby on a concrete pad. Sensus warrants that one antenna will read the metering system. If not Sensus must add an antenna at their cost.

The following is the negotiated bid price based on procurement as a group of six municipalities for water meter purchase and the two groups of municipalities for the software license and hosting services as well as data management and software purchases estimated for a 20-year period.

De Pere Cost for the Joint CBCWA Bid (Allouez, Bellevue, De Pere, and Howard):

Option with CBCWA Local Data Hosting	$3,430,640
Sensus Hosted Data for CBCWA municipalities	$3,238,078

The annual system hosting cost will be about $33,500 per year once all of the meters are installed, Vendor hosting eliminates antenna and base station maintenance, the need to replace servers in the future, and the cost associated with future software updates.

SENSUS RADIO FREQUENCY

A dedicated radio frequency will be licensed by Sensus to De Pere. Sensus has purchased a frequency for its systems nationwide. This eliminates interference from other radios and allows the use of a 2 watt system. This was one of the significant advantages of the Sensus system.

SENSUS METER COSTS

De Pere has purchased several Sensus water meters in the past few years. The following is a comparison of the meter costs as purchased compared to this project bid cost.

Meter Size	De Pere Purchase Cost	Project Bid Cost
1-1/2 inch	$1,150	$865
2 inch	$1,395	$990
3 inch	$1,195	$1,129

PROJECT FUNDING

The Sensus metering system is the majority of the project cost. De Pere will install the new water meters over the next four to five years and will do so with current staff. The project cost includes the associated wire and gaskets needed to install the meters and MIUs. The implementation plan will be finalized as the project proceeds.

Funding for this project will come from the wastewater utility and water utility budget over the 4 to 5 years.

The Public Service Commission request for the AMI project approval will be submitted shortly. This request will also include a request to allow for a 20 year meter replacement program for all residential meters.

STAFF RECOMMENDATION

Staff is recommending approval to proceed with contract review and procurement with HD SUPPLY Waterworks, Ltd. (including data hosting with Sensus) at an estimated five year cost of $2,434,078. The goal is to begin water meter installation in June.

ATTACHMENTS:

- Reso13-HD Supply (DOCX)
- HD Waterworks Agreement w.Exhibits (PDF)

RESOLUTION #13-

AUTHORIZING AGREEMENT WITH HD SUPPLY WATERWORKS FOR AUTOMATED WATER METERS

WHEREAS, the City of De Pere and the Villages of Allouez and Howard have formed a consortium for the purpose of purchasing automated water meters from HD Supply Waterworks; and

WHEREAS, the parties have jointly negotiated such purchase Agreement as is attached and incorporated by reference as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Master Project Agreement with HD Supply Waterworks (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of August, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso13-HD Supply (1208 : Advanced Metering Infrastructure System)

City of De Pere Master Project Agreement

HD Supply Waterworks, Ltd.
2100 Little Rapids Road
De Pere, Wisconsin 54115

August 4, 2013

Exhibit 1

Attachment: HD Waterworks Agreement w.Exhibits (1208 : Advanced Metering Infrastructure System)

Table of Contents

	Section
Purpose and Scope	1
Definitions and Terminology	2
Term	3
HD Supply Waterworks' Responsibilities	4
Client's Responsibilities	5
Default of Client	6
Default of HD Supply Waterworks	7
Insolvency	8
Taxes, Permits, and Fees	9
Warranty	10
Indemnity	11
Safety	12
Liability and Force Majeure	13
Insurance	14
Hazardous Materials	15
Cleanup	16
Delays and Access	17
Quality of Materials	18
Legal Governance	19
Dispute Resolution	20
Assignability	21
Notices	22
Binding Effect	23
Modifications	24
Severability	25

Appendix A	Procurement, Installation, and Management Contract
Exhibit A-1	*Material Procurement Summary for Installation Contract*
Exhibit A-2	*Final Revised Cost Proposal dated 01/16/2013*
Exhibit A-3	*Water Meter Delivery and Installation Schedule*
Exhibit A-4	*Acceptance Certificate*
Exhibit A-5	*Statement of Work*
Appendix B	Performance Bond
Appendix C	Insurance
Appendix D	Warranty
Exhibit D-1	*Manufacturers' Warranties*
Appendix E	FlexNet Propagation Analysis, V.3.

Master Project Agreement

This Master Project Agreement (as hereinafter defined, this "Agreement") dated as of _____ between HD Supply Waterworks, Ltd. a limited partnership consisting of HD Supply Waterworks Group, Inc. (limited Partner) and HD Supply GP & Management, Inc. (General Partner) (as hereinafter defined, "HD Supply Waterworks"), and City of De Pere (as hereinafter defined, "Client").

1. Purpose and Scope. The Agreement is a Master Project Agreement to provide certain Work to Client. HD Supply Waterworks agrees to undertake the necessary Work as specified in this Agreement, and Client agrees to take all actions that are identified in this Agreement and to pay HD Supply Waterworks in the manner contemplated by this Agreement. This Agreement consists of the text set forth herein and the text set forth in each Appendix to this Agreement that is executed and delivered by the Parties. The Appendices checked below are the only Appendices that have been executed and delivered by the Parties as part of this Agreement provided, however, that Exhibits that are part of a stated Appendix also shall be part of this Agreement:

[X] Appendix A--Procurement, Installation and Management Contract

[X] Appendix B—Performance Bond

[X] Appendix C—Insurance Certificate

[X] Appendix D--Warranty

[X] Appendix E—FlexNet Propagation Analysis, V.3.

2. Definitions and Terminology. When used in this Agreement or in any of its attachments, the following capitalized terms shall have the respective meanings as follows:

"Agreement" shall mean this Master Project Agreement, to include all Appendices and Exhibits.

"AWWA" shall mean the American Water Works Association

"AMR" shall mean Automatic Meter Reading

"AMI" shall mean Advanced Metering Infrastructure

"Client" shall mean City of De Pere together with its successors.

"Factory Installation Recommendation" shall mean guidelines for installation procedures given by the manufacturer of the equipment.

"Force Majeure" shall mean conditions beyond the reasonable control, or not the result of willful misconduct or negligence of the Party, including, without limitation acts of God, storms, extraordinary weather, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of Project Materials and Supplies, and unavailability of fuel.

"Hazardous Materials" are any materials, substances, chemicals, and wastes recognized as hazardous or toxic (or other interchangeable terms of equal meaning) under applicable laws, regulations, rules, ordinances, and any governmental or authoritative body having jurisdiction over the execution of this Agreement and its attachments.

"HD Supply Waterworks" shall mean HD Supply Waterworks, Ltd., a limited partnership, together with its successors.

"Installation Contract" shall mean the Procurement, Installation, and Management Contract attached to this Agreement as Appendix A, but only to the extent that the Parties have executed and delivered such Appendix A.

"Manufacturer Defect" shall mean any fault or defect in materials or workmanship that manifests itself during the Warranty Period and is covered by the manufacturer's warranty.

"Manufacturer's Warranty Period" shall have the meaning set forth in Appendix D to this Agreement.

"Party" shall mean either HD Supply Waterworks or Client.

"Project" shall mean the work to be performed by HD Supply Waterworks or its subcontractors as described in this Agreement.

"Project Materials and Supplies" shall mean the materials and equipment specified in Appendix A.

"RF" shall be interchangeable with the term Radio Frequency.

"State" shall mean the State of Wisconsin, in which the Project is located.

"Third Party" shall mean a person or entity other than Client or HD Supply Waterworks.

"Utility Service Area" shall mean the geographic area where the Project will be installed and the Work (and, if applicable, the Services) will be performed. This geographic area shall be specifically defined as within the area noted on Exhibit E.

"Warranty Period" shall have the meaning set forth in Appendix D to this Agreement.

"Work" shall mean all work required for the completion of HD Supply Waterworks' obligations under this Agreement, including, to the extent that the Parties execute and deliver the Installation Contract attached hereto as Appendix A, the Work contemplated by the Installation Contract.

3. Term. The Term of this Agreement shall begin on the commencement date as listed in the opening paragraph and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A. Notwithstanding the foregoing, either Party may terminate this Agreement and the Services and Work described herein by giving the other Party sixty (60) days prior written notice of its termination of this Agreement. No such termination shall have the effect of terminating any Financing Contract between the Parties if there are any amounts outstanding in respect of such Financing Contract.

4. HD Supply Waterworks' Responsibility. HD Supply Waterworks shall provide Services, supply Project Materials and Supplies, and do all other Work as described in this Agreement. Without limiting the generality of the foregoing, HD Supply Waterworks shall maintain supervision of all its subcontractors. Any Work beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement, unless such additional work shall be agreed upon in writing and the Agreement amended. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

5. Client's Responsibility. Client shall be responsible for cooperating with HD Supply Waterworks, providing accurate information in a timely manner, and making payment in a timely manner for Work performed, Project Materials and Supplies furnished, or Services rendered. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to HD Supply Waterworks and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to HD Supply Waterworks and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

6. Default of Client. The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to HD Supply Waterworks in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) any material failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. If an event of Default by Client occurs, HD Supply Waterworks will exercise any and all remedies available to it under this Agreement.

7. Default of HD Supply Waterworks. The following events shall be considered events of default on the part of HD Supply Waterworks: (a) failure of HD Supply Waterworks to provide adequate personnel, equipment, and supplies in accordance with the provisions and specifications of this Agreement, (b) any failure to promptly re-perform, within a reasonable time, Work or Services that properly were rejected as defective or nonconforming, (c) the failure of HD Supply Waterworks to deliver its Work and Services free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of HD Supply Waterworks, (d) any representation or warranty (other than a warranty as contemplated by Section 10 of this Agreement) provided by HD Supply Waterworks proves to be materially false or misleading when made, (e) any material failure of HD Supply Waterworks to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. In the event of default by HD Supply Waterworks, Client may exercise any and all remedies available to it under this Agreement and under the laws of the state of Wisconsin. The venue for any legal proceeding shall be in Brown County, WI.

8. Insolvency. In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or Federal Law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt be filed, or should an attachment be levied upon either Parties equipment and not removed within five (5) days therefrom, then upon the occurrence of any such event, the other Party shall thereupon have the right to cancel this Agreement and to terminate immediately all work hereunder without further obligation.

9. Taxes, Permits, and Fees. HD Supply Waterworks shall be responsible for obtaining all permits and related permit fees associated with the Project; however the Client must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes, when applicable. The Client is a tax-exempt entity, and as such the equipment and services purchases are tax-exempt. A tax-exempt certificate shall be furnished by the Client. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Client shall be responsible for personal property taxes and real estate taxes on the Project. HD Supply Waterworks shall be responsible for all taxes measured by HD Supply Waterworks' income.

10. Warranty. The warranty provided by HD Supply Waterworks and the manufacturer on Project Materials and Supplies, Work, and Services shall be as set forth in Appendix D.

11. Indemnity. Subject to Sections 13 and 14 of this Agreement: HD Supply Waterworks agrees to indemnify, defend and hold harmless the Client and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees arising out of this agreement), to the proportionate extent caused in whole or in part by the HD Supply Waterworks or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the Client. Likewise, the Client agrees to indemnify, defend and hold harmless the HD Supply Waterworks and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees arising out of this agreement), to the proportionate extent caused in whole or in part by any negligent act or omission of the Client, anyone directly or indirectly employed by the Client, except where caused by the sole negligence or willful misconduct of the HD Supply Waterworks.

12. Safety. HD Supply Waterworks shall have the primary responsibility for the supervision, initiation, and maintaining all safety precautions and programs necessary to complete its Work associated with the Project. HD Supply Waterworks agrees to comply with all applicable regulations, ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which HD Supply Waterworks expected to do its Work are safe sites.

13. Liability and Force Majeure. HD Supply Waterworks' liability under this Agreement shall not exceed the amounts listed in its primary general comprehensive policy limits mandated in Section 14. Neither HD Supply Waterworks nor Client shall be responsible to each other for any indirect, consequential, or special damages resulting in any form from the Project. Neither HD Supply Waterworks nor Client shall be responsible to each other for injury, loss, damage, or delays that arise from Force Majeure. HD Supply Waterworks shall not be responsible for any equipment or supplies other than Project Equipment and Supplies.

14. Insurance and Risk.

(a) During the Term of this Agreement HD Supply Waterworks shall maintain and shall assure that its subcontractors maintain insurance as follows:

(1) Workers' compensation insurance (or self-insurance) in accordance with applicable law;

(2) Comprehensive general liability insurance minimum of $2,000,000 per occurrence, a general aggregate minimum of $5,000,000, and an additional umbrella general liability insurance minimum of $5,000,000;

(3) Motor vehicle liability insurance minimum of $5,000,000 combined single limit.

Such coverage may be provided under primary and excess policies. At the request of Client, HD Supply Waterworks shall provide or cause its subcontractor to provide to Client a certificate of insurance with respect to such policies. The insurance certificate shall be included in Appendix C and shall list the Client as insured.

(b) Client shall assume full responsibility for any risk of loss except to the extent that (1) the damages are the result of negligence, failure to act, or willful or intentional act of HD Supply Waterworks or its subcontractors as provided in Section 11(b) above, or (2) the loss is covered by the insurance contemplated by Section 14(a) above.

15. Hazardous Materials. The Project and the Work expressly excludes any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that HD Supply Waterworks shall be required to perform work that in any way will affect HD Supply Waterworks' ability to complete the Project. If HD Supply Waterworks is made aware or suspects the presence of Hazardous Materials, HD Supply Waterworks reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the Hazardous Materials.

16. Cleanup. HD Supply Waterworks will be responsible for keeping the Project area free from the accumulation of waste materials or trash that result from the Project-related Work. Upon completion of the initial Project-related Work, HD Supply Waterworks will prepare all waste materials, trash, tools, cardboard, construction equipment and supplies, for removal by Client or Client supplied vendor.

17. Delays and Access. If conditions arise that delay the commencement, completion, or servicing of the Project as a consequence of Force Majeure or failure of Client to perform its obligation that prevents HD Supply Waterworks or its agents from performing work, then HD Supply Waterworks will notify Client in writing of the existence of delay and the nature of the delay. Client and HD Supply Waterworks will then mutually agree upon any new completion dates, disbursement terms, and payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide HD Supply Waterworks and its subcontractors reasonable and safe access to facilities that are necessary for HD Supply Waterworks to complete the Work.

18. Quality of Materials. HD Supply Waterworks will use the Project Materials and Supplies specified in Appendix A. Where brand names and part numbers are specified HD Supply Waterworks will use the items listed in Appendix A unless specified items are unavailable or discontinued. In this instance HD Supply Waterworks will work with Client to choose a substitute. Where brand names are not specified, HD Supply Waterworks will choose Project Materials and Supplies that are within industry norms and standards. Should Client require Project Materials and Supplies with specific requirements, Client should make these specifications known in a timely manner. HD Supply Waterworks can use Client-furnished or Client-specific materials; however, Client will need to provide them or pay the difference in price and labor should any exist. Examples of Client specific requirements include but are not limited to country or state of origin, union manufactured, specific brand, or manufacturing process.

19. Legal Governance. The laws of the State of Wisconsin shall govern this Agreement and the relationship of the Parties contemplated hereby. The venue for any legal proceeding shall be in Brown County, WI.

20. Dispute Resolution.

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the

dispute. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be submitted to mediation in according with Section 21(b) below.

(b) Except as provided herein, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the Parties have attempted in good faith to resolve the matter through a mediation proceeding, under the mediation procedure of the CPR Institute for Dispute Resolution ("CPR"), JAMS/Endispute, the American Arbitration Association ("AAA"), or as otherwise agreed upon by the Parties. Either Party may commence mediation by sending a written request for mediation to the other Party, within 45 business days following the expiration of the 15-business day period under subsection (a) above, setting forth the subject of the dispute and the relief requested. Unless the Parties agree otherwise in writing, a single mediator shall conduct the mediation, and the mediator shall be selected from an appropriate CPR, JAMS/Endispute, AAA or other panel as agreed upon by the Parties. The mediation shall be conducted in the county of the State in which the Project is located. Each Party may seek equitable relief prior to or during the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the internal mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the Parties so desire.

(c) The Parties further agree that in the event any dispute between them relating to this Agreement is not resolved under Section 21(a) or (b) above, exclusive jurisdiction shall be in the trial courts located within the county of the State in which the Project is located, any objections as to jurisdiction or venue in such court being expressly waived. In the event of a breach or threatened breach by Client of this Agreement, HD Supply Waterworks in its sole discretion may, in addition to other rights and remedies existing in its favor and without being required to post a bond or other security, apply to any court for specific performance and/or injunctive or other relief in order to enforce, or prevent the violation of, this Agreement.

(d) All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.

21. Assignability. Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without HD Supply Waterworks' prior written consent.

22. Notices. All notices and communications related to this Agreement shall be made in following address:

If to Client:	City of De Pere Director of Public Works 925 S. 6th Street De Pere, WI 54115
If to HD Supply Waterworks:	HD Supply Waterworks, Ltd. 2100 Little Rapids Road De Pere, WI 54115

23. Binding Effect. Each of Client and HD Supply Waterworks represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party enforceable against such Party in accordance with its terms. As evidence that Client is bound, Client shall provide HD Supply Waterworks an opinion of its counsel as set forth at Appendix E to this Agreement.

24. Modifications. This Agreement shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed and agreed to by both HD Supply Waterworks and Client.

25. Severability. Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

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

"HD SUPPLY WATERWORKS"
HD SUPPLY WATERWORKS, LTD.

By: _____

Printed Name: _____

Printed Title: _____

City of De Pere, Owner:

Attest: _____
Printed Name: _____

By: _____
Michael J. Walsh, Mayor

Attest: _____
Printed Name: _____

By: _____
Shana L. Defnet, Clerk-Treasurer

Provision has been made to pay the liability that will accrue under this contract.

_____
Lawrence M. Delo, Comptroller

Approved as to form:

_____
Judith Schmidt-Lehman, City Attorney

Appendix A

Procurement, Installation, and Management Contract

Provider: HD Supply Waterworks, Ltd. ("HD Supply Waterworks")
Client: City of De Pere

This Procurement, Installation, and Management Contract (the "Installation Contract") is an Appendix to the Master Project Agreement of even date herewith (the "Master Agreement") concerning the Project referenced in the Master Agreement.

1. Summary of Work. The Summary of Work for the Project contemplated by the Master Agreement shall be as set forth in the July 13, 2012 Request for Proposals, the HD Supply Waterworks September 7, 2012 response thereto, and Exhibit A-1.

Summary of Work:
HD Supply Waterworks will be the supplier of the product

2. Project Implementation Period. The Project is projected to commence no later than August 1, 2013 and will be implemented over an approximate 60 month period of time. Below is an estimated construction schedule:

Estimated Construction Schedule:	
Project Start Date	August 1, 2013
Complete AMI Infrastructure	90 Days After Start Date

Water meters are to be furnished and delivered for installation prior to the dates required by the attached installation schedule Exhibit A-3.

3. Compensation. Client agrees to pay HD Supply Waterworks pursuant to the final revised cost proposal dated January 16, 2013, attached as Exhibit A-2 for the supplied Project Materials and Supplies and work described in Exhibit A-1. Pricing shall be made based on the pricing schedule. Payment terms shall be as follows:

(a) Payment for Project Materials and Supplies. Client will make payment to HD Supply Waterworks for Project Materials and Supplies within thirty business days of the receipt of an invoice for such Project Materials and Supplies (which will be invoiced no more frequently than monthly). No payment shall be made for Project Materials and Supplies, however, until Client shall have issued a related Acceptance Certificate, which Client shall issue promptly following its receipt of Project Materials and Supplies. Payment shall be made based on the pricing schedule Exhibit A-2.

(b) Payment Schedule. If the Parties have not agreed to a draw schedule in Section 3(b) above, Client shall pay HD Supply Waterworks for all Work and for Services as such Work and Services are performed, with HD Supply Waterworks to bill Client on a monthly basis for all of the foregoing. Client will make payment for all Work and Services performed under this Installation Contract within thirty (30) days after receipt of HD Supply Waterworks' invoice for such Work and Services (which will be invoiced monthly). No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. HD Supply Waterworks shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

4. Installation Responsibilities of HD Supply Waterworks.

(a) Project Supply. HD Supply Waterworks agrees to do the Work, provide the Services, and furnish the Project Materials and Supplies in accordance with Client's specifications that are attached to this Installation Contract during the estimated construction period listed above.

HD Supply Waterworks will be responsible for installing the AMI infrastructure according to manufacturer standards and such local standards including the following: State of Wisconsin Building Code; National Electrical Code; Client Building and Zoning Code.

HD Supply Waterworks will warrant the Project Materials and Supplies, the Work, and any other Services as provided in Section 10 of the Master Agreement. Client may elect to execute a Service Contract with HD Supply Waterworks for additional maintenance provisions.

(b) AMI Infrastructure Work. HD Supply Waterworks has developed a *Statement of Work* attached hereto as Exhibit A-5.

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide HD Supply Waterworks all technical data in Client's possession, including previous reports, maps, surveys, and all other information in Client's possession that HD Supply Waterworks informs Client's representative is necessary as it relates to Project. Client shall be responsible for identifying the location of meters. Should HD Supply Waterworks require assistance in finding the meter location, Client shall locate the meter in a timely manner.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by HD Supply Waterworks and affiliates.

(c) Disposal. Client will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(d) Client Cooperation. Client support will be required during implementation of this Improvement Measure to obtain access to meter boxes/pits, infrastructure sites and to coordinate utility interruptions.

(e) Timely Review. That Client through its designated representatives shall examine all invoices, and inspect all completed work by HD Supply Waterworks in a timely manner. In the event that a Client delay results in the lack of a progress payment disbursement, reserves the right to delay further work without penalty until such time as payments are made. HD Supply Waterworks further reserves all rights and options available to it under the Master Project Agreement.

[Signatures on following page]

Attachment: HD Waterworks Agreement w.Exhibits (1208 : Advanced Metering Infrastructure System)

WITNESS WHEREOF, the Parties have executed this Installation Contract as of _____, 20____

"HD SUPPLY WATERWORKS"
HD SUPPLY WATERWORKS, LTD.

By: _____

Printed Name: _____

Printed Title: _____

City of De Pere, Owner:

Attest: _____
Printed Name: _____

By: _____
Michael J. Walsh, Mayor

Attest: _____
Printed Name: _____

By: _____
Shana L. Defnet, Clerk-Treasurer

Provision has been made to pay the liability that will accrue under this contract.

_____
Lawrence M. Delo, Comptroller

Approved as to form:

_____
Judith Schmidt-Lehman, City Attorney

Exhibit A-1

Material Procurement Summary
For Installation Contract

Provider: HD Supply Waterworks, Ltd. ("HD Supply Waterworks")
Client: City of De Pere

This Material Procurement Summary is an Exhibit to and hence part of the Installation Contract contemplated by the Master Project Agreement (the "Master Agreement"), and it includes all Project Materials and Supplies to be used in connection with the Work contemplated by the Installation Contract and the Master Agreement, as the same will be identified specifically in future invoices generated by HD Supply Waterworks and attached to each Acceptance Certificate (Exhibit A-4) contained in the Installation Contract. A summary of the Project Materials and Supplies required for the Project is as follows:

Work Description and Pricing
HD Supply Waterworks will provide the listed meters and MIU's for the provided pricing as amended on January 16, 2013, attached in Exhibit A-2, based on pre-determined quantities from the Request for Proposals dated July 13, 2012 and the delivery schedule provided by the Client in Exhibit A-3. HD Supply Waterworks will coordinate installation and provide materials for ONE base station and antenna complete in City of De Pere, for the provided pricing in Exhibit A-2. This infrastructure will be included in a larger infrastructure build-out, with FOUR additional base station and antenna installations in neighboring participating communities of the Central Brown County Water Authority. HD Supply Waterworks will coordinate and provide services for Vendor Hosted Data complete, for the provided pricing as amended on January 16, 2013, attached in Exhibit A-2. This includes an initial one-time setup fee, and a yearly hosting fee. The stated fees cover all participating CBCWA communities, and is estimated based on the probable number of meters ordered. The hosting service is covered under a separate agreement between the Central Brown County Water Authority and Sensus.

Exhibit A-2

Final Revised Cost Proposal dated January 16, 2013

Exhibit A-2
Final Revised Cost Proposal dated January 16,2013

Final Revised Cost Proposal

AMI - Automated Metering Infrastructure

01/16/2013

TOTAL PURCHASE GREATER THAN 60,000 UNITS
Appleton and Participating Communities

HD SUPPLY WATERWORKS

No.	Item	Unit	2013 Unit Price	CPI	2014 Unit Price	CPI	2015 Unit Price	CPI	2016 Unit Price	CPI	2017 Unit Price
								x		x	
1	5/8" Meter - iPERL	EA	$91.00		$91.00		$91.00		$93.81		$96.72
2	3/4" Meter - iPERL	EA	$91.00		$91.00		$91.00		$93.81		$96.72
2	3/4" Meter x 9"- iPERL (DEPERE)	EA	$102.00		$102.00		$102.00		$105.15		$108.41
3	1" Meter - iPERL	EA	$132.00		$132.00		$132.00		$136.08		$140.29
4	1-1/2" Meter - C2	EA	$865.00		$865.00		$865.00		$891.75		$919.33
5	2" Meter - C2	EA	$990.00		$990.00		$990.00		$1,020.62		$1,052.18
6	3" Meter - C2	EA	$1,129.00		$1,129.00		$1,129.00		$1,163.92		$1,199.91
7	4" Meter - C2	EA	$1,975.00		$1,975.00		$1,975.00		$2,036.08		$2,099.05
8	6" Meter - C2	EA	$3,390.00		$3,390.00		$3,390.00		$3,494.85		$3,602.93
9	8" Meter - T2	EA	$5,266.00		$5,266.00		$5,266.00		$5,428.87		$5,596.77
10	10" Meter - T2	EA	$6,867.00		$6,867.00		$6,867.00		$7,079.38		$7,298.33
11	Encoded Head	EA	n/a		n/a		n/a		n/a		n/a
12	Meter Interface Unit (MIU)	EA	$94.00		$94.00		$94.00		$96.91		$99.90
15	Credit for Old Brass Meters	EA	n/a		n/a		n/a		n/a		n/a

Year 2016 and Year 2017 are estimated with a 3% CPI increase. This is just an estimate and are not any claim of actual price increases for those years.

Attachment: HD Waterworks Agreement w.Exhibits (1208 : Advanced Metering Infrastructure System)

Attachment: HD Waterworks Agreement w.Exhibits (1208 : Advanced Metering Infrastructure System)

Exhibit A-2 (Revised Tab 8)
Final Revised Cost Proposal dated January 16, 2013

Appendix B - Cost Proposal
AMI - Advanced Metering Infrastructure

AMI Data Collection Equipment - List all components of the system including, but not limited to:

Antennas
Data Collectors
Repeators
Backhaul network
AMI Server

Base Station
Antenna
Backhaul - One communication line per base station (see other costs Tab 14)
AMI Server (RNI) - Servers are included in RNI/Software package (Tab 7)
Repeater (if needed)

	Total Cost
DePere	$58,750
Allouez	$58,750
Howard	$67,500
Bellevue	$58,750
CBCWA Combined	**$168,750**

Final Revised
AMI - Advanced Metering Infrastructure
1.16.2013

Exhibit A-2 (Revised Tab 10)
Final Revised Cost Proposal dated January 16, 2013

Proposer Narrative Response:

Software updates are included in annual support fees
Includes Logic Training with Vendor Hosted Data
Vendor Hosted fees are based on 25% of the meters being installed in each of the 4 years

VENDOR HOSTED DATA - CBCWA

Fees	Initial Fee (one-time)	Post Go-Live					Post Go-Live				
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
CBCWA & Participating Communities	$ 12,950	$ 27,264	$ 43,104	$ 47,042	$ 57,304	$ 66,229	CPI	CPI	CPI	CPI	CPI

Year 3, 4, and 5 gain an additional savings of 15%, if:
1.) You provide a schedule of delivery for meters, 2.) You sign a 5-year hosting agreement, 3.) You pay the annual fee upfront at the beginning of the term, 4.) Everyone must use a single file format.

Attachment: HD Waterworks Agreement w.Exhibits (1208 : Advanced Metering Infrastructure System)

Exhibit A-3

Water Meter Delivery and Installation Schedule

Exhibit A-3

CITY OF DE PERE - METER DELIVERY SCHEDULE

METER SIZE/TYPE	Lay Length	Flange	Unit Cost	Total	1-Sep-13	1-Jan-14	1-Jun-14	1-Jan-15	1-Jun-15	31-Dec-15
5/8" iPERL	7 1/2"	3/4" Thread	$91	3028	813	370	369	369	369	738
3/4" iPERL	9"	1" Thread	$102	6732	444	1048	1048	1048	1048	2096
1" iPERL	10 3/4"	1 1/4" Thread	$132	160	21	24	23	23	23	46
1 1/2" OMNI C2	13"	oval 2 bolt	$865	128	32	32		32		32
2" OMNI C2	15 1/4"	oval 2 bolt	$990	105	26	27		26		26
3" OMNI C2	17"	Round 125 lb flange	$1,129	47	23	24				
4" OMNI C2	20"	Round 125 lb flange	$1,975	28	14	14				
6" OMNI C2	24"	Round 125 lb flange	$3,390	2		2				
MIU's Single Port			$94	7058	773	1090	1025	1059	1025	2086
MIU's Double Port			$129	1589	301	227	208	220	207	426
			Total Cost		$340,571	$391,413	$266,693	$324,857	$266,564	$591,480
			Yearly Total		$340,571		$658,106		$591,421	$591,480

Attachment: HD Waterworks Agreement w.Exhibits (1208 : Advanced Metering Infrastructure System)

WISCONSIN DEPARTMENT OF REVENUE
2135 RIMROCK RD
PO BOX 8949
MADISON, WI 53708-8949

State of Wisconsin • DEPARTMENT OF REVENUE
2135 RIMROCK RD PO BOX 8949 MADISON,WI 53708-8949
PHONE: 608-266-2776 FAX: 608-267-1030 TTY: 608-267-1049
EMAIL: sales10@dor.state.wi.us WEBSITE: www.revenue.wi.gov

July 26, 2013
Letter ID: L1990084384

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

This is your Wisconsin Sales and Use Tax Certificate of Exempt Status (CES). Purchases made by your organization or entity are taxable unless you provide a properly completed Wisconsin Sales and Use Tax Exemption Certificate (Form S-211), listing the CES number shown below, to your supplier(s).

If your organization makes sales, they may be subject to sales tax collection and you may be required to obtain a Seller's Permit. Information regarding registration requirements can be found in our Publication 206, Sales Tax Exemption for Nonprofit Organizations.

Forms and Publications can be obtained through our web site at www.revenue.wi.gov or through our forms ordering line at (608) 266-1961. Many questions can be answered by reviewing the FAQ pages on our web site. You may also contact us by telephone at (608) 266-2776 or by email at sales10@revenue.wi.gov.

WISCONSIN SALES AND USE TAX
CERTIFICATE OF EXEMPT STATUS (CES)
(Governmental, Religious, Charitable, Scientific or Educational Organization)

Sales to this organization or entity are exempt from Wisconsin sales and use tax under sec. 77.54(9a) and 77.55(1), Wis. Stats.

This certificate is valid unless cancelled by the Wisconsin Department of Revenue.

CES NUMBER	047331
DATE ISSUED	4/29/2004

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

IMPORTANT:

Purchases made by your organization are taxable unless you furnish your supplier with the CES number shown above.
Sales by your organization may be subject to tax. If your organization makes taxable sales, it may be required to obtain a seller's permit and remit sales tax to the Department of Revenue.

Questions: Contact the Department of Revenue by telephone at (608) 266-2776, FAX (608) 267-1030, E-mail sales10@revenue.wi.gov, or at our Web site www.revenue.wi.gov

WINPAS - atL015 (R.05/11)

Exhibit A-4

Acceptance Certificate

Client under the Master Project Agreement (the "Master Agreement") with HD Supply Waterworks hereby certifies:

This Acceptance Certificate is a Partial/Final (Circle one) Acceptance Certificate delivered under the Procurement, Installation, and Management Contract (the "Installation Contract") to which it is attached.

1. The Project Materials and Supplies listed on the attached invoice (or in the event of a final Acceptance Certificate all Project Materials and Supplies provided under the Installation Contract and the Master Agreement), have been delivered to Client.

2. Client has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of the Installation Contract, subject, however, to the warranty provided in Section 10 of the Master Agreement.

3. Based on and the acceptance set forth herein, Client agrees that the Manufacturer's Warranty Period on all water equipment shall be deemed to have begun on the date when the manufacturer shipped such equipment and that the Manufacturer's Warranty Period shall end in accordance to the referenced warranties in Appendix D, Exhibit D-1.

4. Client has examined all Work and Services performed by HD Supply Waterworks and covered by the related invoice or draw requests and finds such Work and Services to have been performed in an workmanlike manner and in accordance with all applicable specifications. Client therefore accepts such Work and Services. Based on the acceptance set forth herein, Client agrees that the Warranty Period for the Work and Services shall end on _____, 20_____ (*i.e.* one year from the date hereof).

5. The following is a punch list of items left to be completed for current phase of the Project:

Insert Punchlist :

Agreed to and Accepted as of _____, 20_____ by:

"CLIENT"

By: _____

Printed Name: _____

Printed Title: _____

Exhibit A-5

Statement of Work

I. **General Responsibilities.**

a. **HD Supply Waterworks will:**

1. Engage Sensus to conduct a propagation study to determine the locations best suited for installation of the FlexNet BaseStations and to ensure proper communications with end point transmitters and the RNI.

b. **Client will:**

1. Provide a key point of contact to work with HD Supply Waterworks and Sensus to help facilitate a timely installation of the FlexNet system.
2. Work with HD Supply Waterworks to develop a shipping schedule to include network and metering components for the Sensus AMI System. The shipping schedule will be updated at least quarterly, but may be updated on a more frequent basis as implementation proceeds. The shipping schedule shall identify each geographic area of the deployment, the specific locations of meters (street addresses and/or lat/lon if available) in that area, and the estimated date of installation in that area. The plan shall estimate the number of meters by Sensus part number and form type to be installed for each month of the project until completion.
3. Provide Sensus a map of its Service Territory with latitude and longitude ("lat/lon") coordinates of its Service Territory boundaries, a list of meter locations, and a list of preferred Customer tower locations.
4. Be responsible for monthly fees associated with the network access for all sites where network access is needed.
5. Provide communications link (high speed DSL is preferred) between the RNI and the FlexNet Base Station. One of the following should be used to access these components: (i) Cisco VPN; (ii) Open VPN Connection; or (iii) SSH access via port 22 to Linux NC. If Customer is providing SSH access, Port 22 on the firewall must be opened and redirected to the internal IP address of the Sensus RNI.
6. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to Customer's internal network.
7. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
8. Be responsible for applying for and purchasing any needed work permits.

II. **RNI Responsibilities.** This "RNI Responsibilities" section does not apply. Client and Sensus have included Software as a Service in their Agreement and the pricing for such services is listed in the project pricing.

III. **FlexNet Base Station Site Responsibilities**

a. **HD Supply Waterworks will:**

1. Work with Sensus to determine the correct FlexNet Base Station configuration for the project. FlexNet Base Stations are available in three configurations: indoor, outdoor and rack mounted.
2. Identify and hire a qualified installation team to install and commission the FlexNet Base Station equipment and make final end connections to the equipment for an agreed upon installation fee. Be primarily responsible for supervision, initiation, and maintaining safety precautions and programs onsite.
3. Provide the FlexNet Base Station and antennae sufficient to receive meter data and provide the meter data to the RNI via Customer's provided network.
4. Provide the following equipment for the FlexNet Base Station installation: (a) Antel BCD-87010 Omni Directional Antenna or appropriate panel antenna as required, (b) up to 400 feet of 7/8" coaxial cable per FlexNet Base Station location, (c) N/F connectors for 7/8" coaxial cable required for antenna installation connection, (d) jumpers required to attached antenna to coax and to FlexNet Base Station (length of Jumper to be determined by individual site), (e) RF Polyphaser surge current arrestor, (f) grounding Kits for 7/8" coaxial cable, (g) #6 stranded grounding wire for grounding FlexNet Base Station Cabinet, (h) antenna mount and standoff for antenna installation, (i) hoisting grips

to install coaxial cable and to support coax cable, (j) equipment required to pickup, transport and install FlexNet Base Station on Platform, and k) one (1) hoisting grip per coax cable and hangars as needed.

5. Have access to a ground field (supplied by Customer) to properly ground the FlexNet Base Station and antenna equipment.
6. Mount the FlexNet Base Station cabinet (if needed) to the structure provided and identified by Customer.
7. Make all data and power terminal, and antennae connections at the FlexNet Base Station Cabinet. This includes the connection from the power source (supplied by Customer) and connection of the CAT 5 data line (supplied by Customer) from the network access point at the site.
8. Provide all strapping hardware needed to run the data and power cables from the base of the FlexNet Base Station site to the antennae if needed.
9. Install the antenna at an agreed-upon location on the antenna structure.
10. Provide and install Andrew 7/8" coaxial cable from each FlexNet Base Station location to antenna mount location. Coax will be installed on the appropriate leg of tower or mounting structure.
11. Provide and install antenna mount with a 3 foot stand-off for the antenna installation.
12. Mount the Sensus provided Antel BCD-87010 or appropriate panel antenna for installation.
13. Install the Sensus provided RF Polyphaser and bond it to the ground buss entry location.
14. Install a 6 foot jumper from polyphaser entry port of FlexNet Base Station duplexer.
15. Ground the FlexNet Base Station to common ground with appropriate #6 ground wire and appropriate ground lugs.
16. Program and commission the FlexNet Base Station for proper operation.
17. Sweep the antenna and coax line to ensure conformance to Sensus' published specifications.
18. Perform drive-by testing to verify coverage.
19. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will agree to a scope of work prior to installation.
20. Shall furnish layout and installation sketch for the base station prior to installation, for approval by Client before proceeding with work.

b. **Client will:**

1. Provide an area at the FlexNet Base Station site for installation and prepare the site as follows:
   - A. Review and Approve the provided sketch for installation of the base station timely, to not delay proceeding with work.
   - B. The site must have a network connection available for the FlexNet Base Station to communicate with RNI. Suggested communications methods are Ethernet, DSL, Microwave and wireless. The Ethernet connector on the FlexNet Base Station unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface the FlexNet Base Station such as Juniper router / firewall, switches, etc. will be Customer provided.
   - C. Customer will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.).
   - D. Provide suitable antenna mounting structure such as a tower, mono-pole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.
   - E. An Indoor site should have adequate room for the rack facilitating opening of both front and rear doors, and an available 120V grounded outlet within 10 feet.
   - F. An Outdoor site installation single phase 240 VAC 30 amp circuit from Meter bank to disconnect panel on FlexNet Base Station.
   - G. An Outdoor site shall have installation of FlexNet Base Station concrete support pad or suitable steel support structure with a minimum loading capacity of 600lb./ sq.inch.
   - H. An Indoor site should have adequate environmental control/ventilation. Recommended environmental ranges are shown in Tower Gateway Base Station Installation Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.

I. The site must have all RF and power connections properly surge arrested to prevent damage in the event of a major lightning strike. A Halo type building ground installation with a tie available to connect to the rack ground bar is recommended; Motorola R-85 grounding specification preferred.

J. Customer to supply a cable bridge between the antenna mounting structure and the indoor/outdoor FlexNet Base Station site if and as needed.

K. For each outdoor BaseStation that is required at your location, you are responsible to provide two (2) additional ports on your LAN and one (1) additional port for each indoor BaseStation.

2. Provide the necessary trenching of the power line, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with State of Wisconsin codes and NEC National regulations.
3. Provide network access at the site where the FlexNet Base Station is to be installed. Customer should consult with a Sensus representative regarding the available options for network connections between FlexNet Base Station and RNI.
4. Provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
5. Provide any conduit or trenching needed to run the data cable to the FlexNet Base Station. Customer is responsible to assure that data cable is located within 1 foot of the final location of the FlexNet Base Station.
6. Provide padlocks at each FlexNet Base Station location for security purposes.
7. Install grounding material at the location of the FlexNet Base Station installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the FlexNet Base Station.
8. Provide access to a proper ground field at the FlexNet Base Station site to enable Sensus to properly ground the FlexNet Base Station and antenna equipment.
9. Be responsible for getting access/permission to any structure that is not owned by Customer.

IV. Echo Transceiver / Remote Transceiver Responsibilities

a. HD Supply Waterworks will:

1. Provide mounting brackets for installation.
2. Identify the optimum location to install the Echo Transceiver/Remote Transceiver and communicate those locations to Customer.
3. Echo Transceiver/Remote Transceiver locations will be identified only after sufficient FlexNet Base Stations and endpoints have been installed and it is apparent that additional infrastructure in the form of Echo Transceivers/Remote Transceivers is required to optimize system performance.
4. Install the Echo Transceiver/Remote Transceiver units and ancillary equipment necessary to a structure.

b. Client will:

1. Provide a 120 VAC power source and cable run, in compliance with regulations and codes, to the point where each Echo Transceiver/Remote Transceiver will be installed to supply all necessary power requirements. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.
3. Initiate, coordinate and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Echo Transceivers/Remote Transceivers.
4. Provide adequate electricity to the Echo Transceiver/Remote Transceiver locations and be responsible for any and all recurring electricity charges for Echo Transceiver/Remote Transceiver operations.
5. Be responsible for on-going maintenance and support of the equipment after installation.

Attachment: HD Waterworks Agreement w.Exhibits (1208 : Advanced Metering Infrastructure System)

V. **Endpoints & Field Installation Responsibilities**

a. **HD Supply Waterworks will:**

1. Once the installer has completed troubleshooting of installation issues, HD Supply Waterworks will engage Sensus to investigate the remaining Endpoints to identify and fix any coverage issues.
2. Coordinate with Sensus to establish the Endpoints installation schedule, shipment quantities, and overall project timeline.

b. **Customer will:**

1. Purchase Endpoints. "Endpoint", in this Exhibit only, means a Sensus meter or a Sensus SmartPoint Module installed on a third party meter.
2. Install or hire a qualified installation contractor to install all Endpoints to be used in the AMI System.

Appendix B

Performance Bond

HD Supply Waterworks shall furnish a Performance Bond as attached in an amount equal to the total cost of the first year shipment of water meters, infrastructure and installation costs.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

METERS TO BE PURCHASED SEPTEMBER 1, 2013 TO SETPEMBER 1, 2014

METER SIZE/TYPE	Lay Length	Flange	Unit Cost	QUANTITY	TOTAL
5/8" iPERL	7 1/2"	3/4" Thread	$91	1552	$141,232
3/4" iPERL	9"	1" Thread	$102	2540	$259,080
1" iPERL	10 3/4"	1 1/4" Thread	$132	68	$8,976
1 1/2" OMNI C2	13"	oval 2 bolt	$865	64	$55,360
2" OMNI C2	15 1/4"	oval 2 bolt	$990	53	$52,470
3" OMNI C2	17"	Round 125 lb flange	$1,129	47	$53,063
4" OMNI C2	20"	Round 125 lb flange	$1,975	28	$55,300
6" OMNI C2	24"	Round 125 lb flange	$3,390	2	$6,780
MIU's Single Port			$94	2888	$271,472
MIU's Double Port			$129	736	$94,944

AMI DATA COLLECTION FEE	$40,673
VENDOR HOSTING DATA	$13,738
TOTAL FIRST YEAR COST	$1,053,088
COST TO DE PERE FOR PERFORMANCE BOND	$10,530.88

Appendix C

Insurance Certificate

Memorandum of Insurance (MOI)

Memorandum of Insurance

MEMORANDUM OF INSURANCE

DATE 04-Sep-2012

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer o Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed an distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorize the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=null. The informa contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co. A NATIONAL UNION FIRE INSURANCE COMPA OF PITTSBURG, PA
INSURED HD Supply, Inc. 3100 Cumberland Blvd. Atlanta Georgia 30339 United States	Co. B NEW HAMPSHIRE INS COMPANY
	Co. C ILLINOIS NATIONAL INS COMPANY
	Co. D

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (LIMITS IN USD UNLESS OTHERWISE INDICATI)	
A	GENERAL LIABILITY Commercial General Liability Occurrence	7146353	30-AUG-2012	30-AUG-2013	GENERAL AGGREGATE	5,000,000 L
					PRODUCTS - COMP/OP AGG	4,000,000 L
					PERSONAL AND ADV INJURY	2,000,000 L
					EACH OCCURRENCE	2,000,000 L
					FIRE DAMAGE (ANY ONE FIRE)	250,000 L
					MED EXP (ANY ONE PERSON)	50,000 L
A B A	AUTOMOBILE LIABILITY Any Auto Self Insured Auto Physical Damage	4982941 4982942 (MA) 4982943 (VA)	30-AUG-2012 30-AUG-2012 30-AUG-2012	30-AUG-2013 30-AUG-2013 30-AUG-2013	COMBINED SINGLE LIMIT	5,000,000 L
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B A C B	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	043464524 (AOS) 043464525 (CA) 043464526 (FL) 043464527 MA,WI (Mono States EL Only: OH,WA,ND,WY)	30-AUG-2012 30-AUG-2012 30-AUG-2012 30-AUG-2012	30-AUG-2013 30-AUG-2013 30-AUG-2013 30-AUG-2013	WORKERS COMP LIMITS	Statu
					EL EACH ACCIDENT	1,000,000 L
					EL DISEASE - POLICY LIMIT	1,000,000 L
					EL DISEASE - EACH EMPLOYEE	1,000,000 L

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE DATE 04-Sep-2012

Appendix D

WARRANTY

The warranties on water meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Water meters and equipment included in Project Materials and Supplies that Client purchases from HD Supply Waterworks are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each water meter manufacturer that will supply water meters and equipment as part of the Project Materials and Supplies is attached hereto as Exhibit D-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Master Agreement, but with changes to apply only to purchases of water meters occurring after the change becomes effective), but generally the start date for water meter warranties is the date of the manufacturer's shipment of such water meter as noted in the applicable Acceptance Certificate attached to this Agreement as Exhibit A-2 ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN WATER METERS and EQUIPMENT ARE NOT WARRANTED. HD SUPPLY WATERWORKS DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) HD Supply Waterworks' Responsibility. Upon any breach of the manufacturer's warranty on a water meter noticed to HD Supply Waterworks during the applicable Manufacturer's Warranty Period, HD Supply Waterworks' sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective water meter.

2. Work and Services.

(a) General. HD Supply Waterworks warrants that all Work and Services provided by HD Supply Waterworks shall be performed by HD Supply Waterworks in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such Work was performed or such Services were provided (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of HD Supply Waterworks' warranty as to Work or Services during the applicable Warranty Period, HD Supply Waterworks' sole responsibility shall be to perform any corrective Work or Services necessary to bring HD Supply Waterworks' Work and Services into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, HD SUPPLY WATERWORKS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HD SUPPLY WATERWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Attachment: HD Waterworks Agreement w.Exhibits (1208 : Advanced Metering Infrastructure System)

CONTRACT REQUIREMENTS

4.4 SYSTEM WARRANTY

HD SUPPLY Waterworks is a distributor for the following system. We do not own or warranty the actual components. The manufacturer's warranty applies with respect to materials and software.

The following documents have been provided for your reference:

- HD SUPPLY Waterworks Warranty as provided in Master Project Agreement.
- Sensus Limited Warranty "G-500", R16.
- Sensus General Limited Warranty "CF-C-WAR-511".

In addition, to reduce your concerns regarding premature meter failures discussed in the "Response to Vendor Questions", dated August 14, 2012, we want you to be certain that HD SUPPLY Waterworks will stand 100% behind the published warranty of Sensus in regard to the battery life expectations. Extensive battery testing has been done on this product, and we believe that premature failure will not be an issue outside of the standard product warranty assurances.

The Sensus 20-year prorated warranty includes the first 10-years at completely ZERO COST for replacement of the transmitter and the battery. The transmitter and battery are one unit, so both will be replaced new if either fails. After the first 10-years, then the pro-rated portion of this warranty applies. At year-11 and remaining throughout the additional 10 years, if a premature failure occurs Sensus will still cover a substantial portion of a replacement. For instance, year-15 still has a nice value to replace this product at around 50% of the cost while you still have received 15 years of serviceable life out of the product.

Exhibit D-1

Manufacturers' Waranties

Attached to this Exhibit D-1 are the manufacturers' warranties for each of the following manufacturers of water meters, which are the only brands of water meters that HD Supply Waterworks plans to use in connection with this Project.

General Limited Warranty

CF-C-WAR-00-00-0511-01-A

1. **Terms of Sale.** Sensus USA Inc. ("Sensus") warrants its products and parts as set forth below. All products are sold to the buyer ("Buyer") pursuant to Sensus' Terms of Sale, available at: http://na.sensus.com/TC/TermsConditions.pdf ("Terms of Sale").

2. **Electricity Meters and Electricity SmartPoint™ Modules.** Sensus warrants the Sensus electricity meters and Sensus electricity SmartPoint Modules to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of the installation or eighteen (18) months from the date of shipment, whichever occurs first. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.

3. **Gas Meters and Gas SmartPoint Modules.**
   a. Sensus warrants the Sensus gas meters to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of the installation or eighteen (18) months from the date of shipment, whichever occurs first. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.
   b. Sensus warrants the Sensus gas SmartPoint Modules as set forth in the "G500" warranty, as set forth at: http://www.sensus.com/Module/Catalog/File?id=10, or available at 1-800-METER-IT.

4. **Water Meters and Water SmartPoint Modules.** Sensus warrants the Sensus water meters and Sensus water SmartPoint Modules as set forth in the "G500" warranty, as set forth at: http://www.sensus.com/Module/Catalog/File?id=10, or available at 1-800-METER-IT.

5. **DA Devices and HAN Devices.** Sensus warrants the Sensus DA Devices and Sensus HAN Devices to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of shipment. The warranty period for new spare parts and components sold by Sensus is twelve (12) months from the date of shipment. The warranty period for repaired or refurbished parts repaired by Sensus is ninety (90) days from the date of shipment, unless repaired pursuant to a warranty, in which case the repair is warranted for the time remaining of the original warranty period.

6. **RF Field Equipment.** Sensus warrants the Sensus RF Field Equipment to be in compliance with their respective specifications under normal use and service, and to be free from material defects in materials and workmanship for a warranty period of twelve (12) months from the date of shipment.

7. **Server Hardware.** Sensus provides no warranty on the Server Hardware.

8. **Third Party Goods.** Notwithstanding anything to the contrary herein, Sensus does not warrant any goods manufactured or software supplied by third parties. For example, if Buyer elects to buy meters from a third party, the Sensus SmartPoint Modules installed in such third party meters shall, subject to Section 11, below, be covered by the warranty above, but any warranty on the meter itself shall be a matter directly between Buyer and such third party meter supplier.

9. **Services.** Sensus warrants that its services shall, at the time of performance, materially conform to the contract requirements, and shall be performed in a professional and workmanlike manner, free from material defects in workmanship.

10. **Remedy.**
    a. If any Field Device or RF Field Equipment fails during the applicable warranty period (a "Failed Good"), Sensus shall, at its option, either repair or replace the Failed Good. ~~In all cases, Buyer shall be responsible for returning the Failed Good to Sensus, including all costs associated with the return of the Failed Good, and Sensus shall be responsible for shipping the repaired or replaced good back to Buyer's warehouse.~~ Buyer shall, in all cases, be responsible for transporting the goods between its warehouse and its End Users' premises and all costs associated with such transport ("In/Out Costs"). If Sensus determines that the returned good is not defective, Buyer shall pay and/or reimburse Sensus for all expenses incurred by Sensus in the examination of the returned good.
    b. Buyer's remedy under the warranty for services shall be, at Sensus' sole cost and expense, to correct or re-perform any defective or non-conforming services to assure compliance with the contract requirements.
    c. This Section 10 sets forth Buyer's sole remedy with respect to a Failed Good or any defective or non-conforming service.

11. **Warranty Exceptions.** The above warranties do not apply to Equipment that has been: installed improperly or in non-recommended installations; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; converted; altered; damaged; read by equipment not approved by Sensus; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Utility, then Utility shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure.

12. **THE ABOVE WARRANTIES ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

13. **SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.**

14. **Limitation of Liability**
    a. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.
    b. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY BUYER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES.
    c. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
    d. To the maximum extent permitted by law, no Cause of Action may be instituted by Buyer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

SENSUS

15. Definitions. Any terms used in this General Limited Warranty as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Terms of Sale.

a. "***Agreement***" means this General Limited Warranty, Buyer's purchase order (except any Additional Terms), Sensus' Acknowledgement Form (if any), Sensus' invoice and the Terms of Sale.

b. "***DA Devices***" means RTMs and RTUs.

c. "***Echo Transceiver***" (formerly "***FlexNet Network Portal***" and "***FNP***") identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.

d. "***End User***" means any end user of electricity/water/gas that pays Buyer for the consumption of electricity/water/gas, as applicable.

e. "***Equipment***" means the Field Devices, RF Field Equipment, Server Hardware, and any other goods sold hereunder.

f. "***FlexNet Base Station***" (formerly "***Tower Gateway Base Station***" and "***TGB***") identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication.

g. "***Field Devices***" means the meters, SmartPoint Modules, DA Devices and HAN Devices.

h. "***Force Majeure***" shall have the meaning set forth in the Terms of Sale.

i. "***HAN Devices***" means the PCTs, IHDs and LCMs.

j. "***IHDs***" means the in-home displays.

k. "***LCMs***" means the load control modules.

l. "***PCTs***" means the programmable controllable thermostats.

m. "***Remote Transceiver***" (formerly "***FlexNet Remote Portal***" and "***FRP***") identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.

n. "***RNI***" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules.

o. "***RF Field Equipment***" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.

p. "***RTMs***" means the telemetric remote telemetry modules.

q. "***RTUs***" means telemetric MicroRTU (T866).

r. "***Server Hardware***" means the RNI hardware and the FlexServer hardware.

s. "***SmartPoint™ Modules***" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Buyer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.

© 2011 Sensus. FlexNet and SmartPoint are trademarks of Sensus. The Sensus logo is a registered trademark of Sensus.

2 8601 Six Forks Road, Suite 700
Raleigh, NC 27615
1-800-638-3748

Sensus Limited Warranty

I. **General Product Coverage**
Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: http://sensus.com/TC/ ("Terms of Sale").

II. **SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters...**
are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

III. **SR® 5/8", 3/4" & 1" Meters...**
are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

IV. **SR 1-1/2" & 2" Meters...**
are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR Meter	5,000,000 gallons
2" SR Meter	8,000,000 gallons

V. **PMM® 5/8", 3/4", 1" Meters...**
are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

VI. **PMM 1-1/2", 2" Meters...**
are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

VII. **iPERL™ Water Management Systems...**
that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Water Management System Data Sheet (IPL-110), available at www.sensus.com/iperl or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System warranty does not include the external housing.

VIII. **Maincase...**
of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

IX. **Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...**
are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

X. **Sensus accuMAG™ Meters...**
are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

XI. **Sensus Registers...**
are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR, SR II, PMM, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for: "W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

XII. **Sensus Electric Meters...**
are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

XIII. **Batteries, iPERL System Components, AMR and FlexNet™ System AMI Interface Devices...**
are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPads	10 years
RadioRead® MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak® Instrumentation	1 year
TouchRead® Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries	20 years*
Hand Held Device	1 year
Vehicle Gateway Base Station	1 year
FlexNet Base Station	1 year
Echo Transceiver	1 year

(continued)

SENSUS

Sensus Limited Warranty

XIII. Batteries, IPERL System Components, AMR and FlexNet™ System AMI Interface Devices... (continued)

Remote Transceiver	1 year
iCon A and FlexNet Electricity SmartPoint Module	1 year
iPERL System Battery and iPERL System Components	20 years*

* Sensus will repair or replace non-performing:

- RadioRead® MXU (Model 505C, 510R and 520R) and Batteries,
- FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of six transmissions per day) and batteries,
- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components")

at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1-10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus).

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. Sensus SmartPoints modules and MXU's returned must be affixed with a completed return evaluation label. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XV. Warranty Exceptions and No Implied Warranties...

This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limita communication parts and assemblies; improperly modified or repaired (includ as a result of modifications required under section XIV); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XVI. Limitation of Liability...

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TERMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

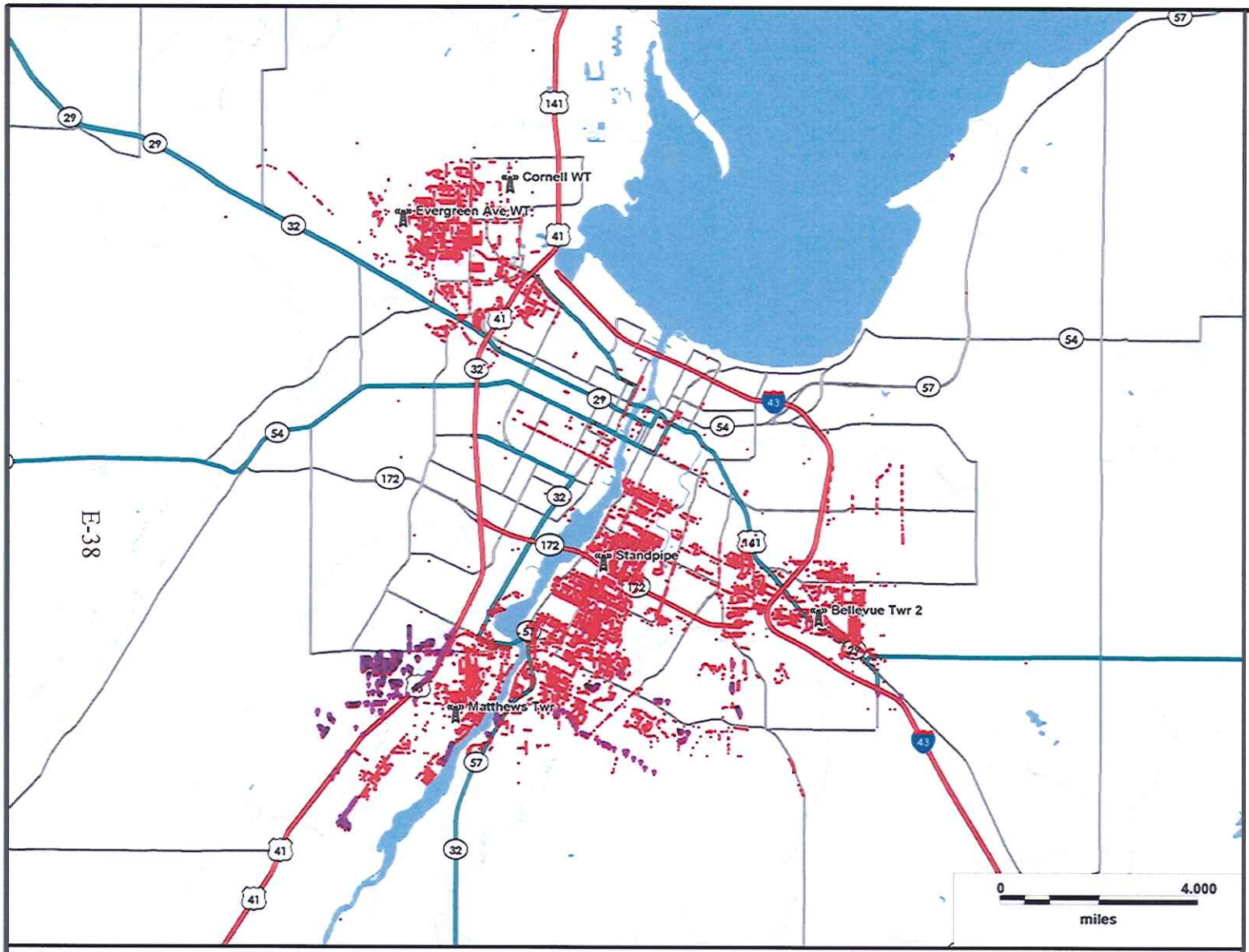
To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action no damages incurred more than TWELVE (12) MONTHS prior to the filing of Cause of Action shall be recoverable.

8601 Six Forks Road, Suite 700
Raleigh, NC 27615
1-800-638-3748

SENSUS

Appendix E

FLEXNET PROPAGATION ANALYSIS V.3.



For all tower mounted antennas, a minimum antenna standoff of 3' is required from the tower.

FlexNet Propagation Analys v3

CBCWA
Green Bay, WI

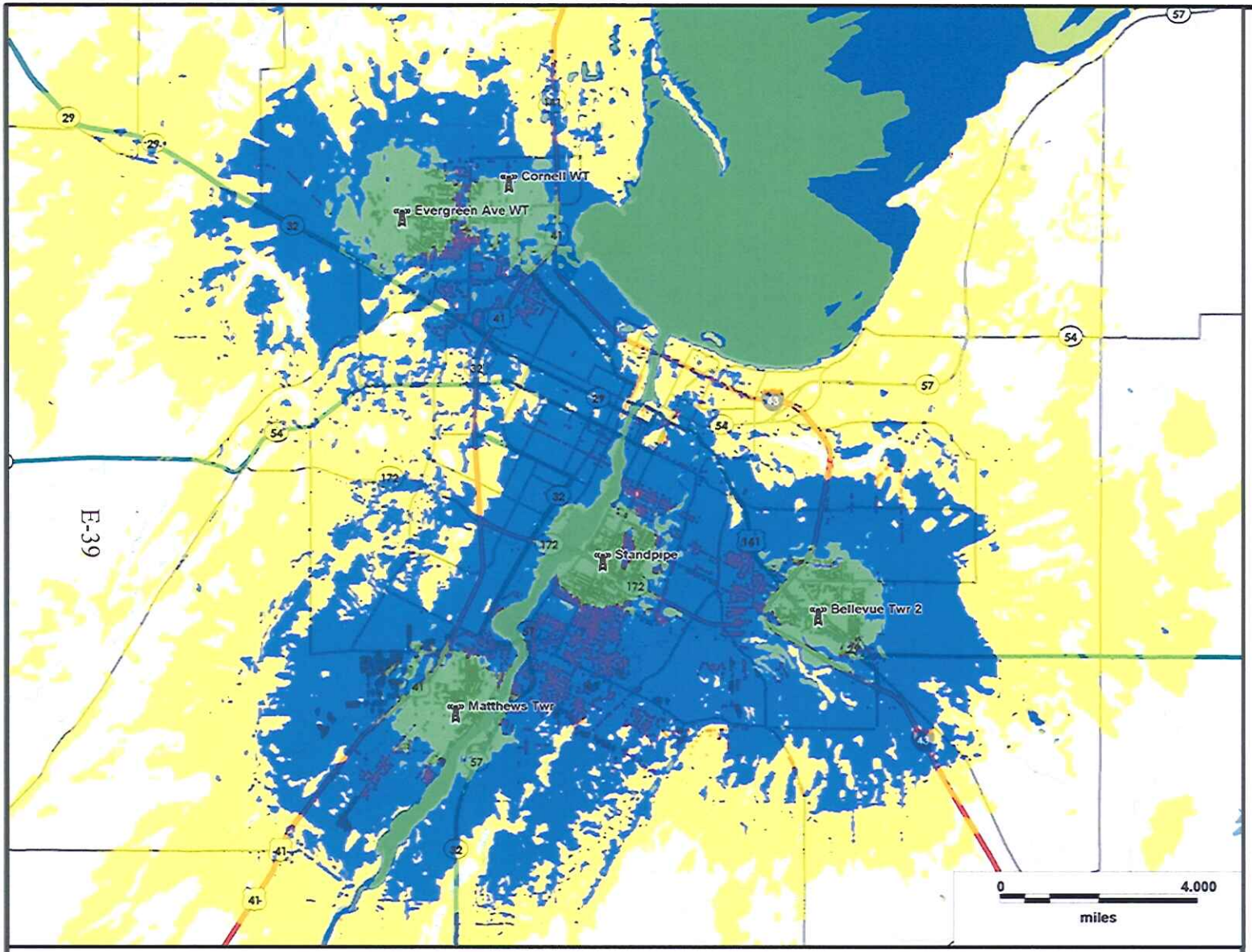
BTS and Meter Locations

LEGEND

- BTS
- Meters
- Ledgeview and Lawrence Mete

SENSUS

Attachment: HD Waterworks Agreement w.Exhibits (1208 : Advanced Metering Infrastructure System)



FlexNet Propagation Analys v3

CBCWA
Green Bay, WI

BTS Best Server Coverage
Bellevue Twr 2
Cornell WT (Panel, 180°)
Evergreen Ave WT
Matthews Twr
Standpipe

Signal Strength Ranges	Covered Meters	Percentage of Total Meters
-102 to Max	10,763	38.00%
-112 to -102	17,002	60.03%
-122 to -112	534	1.89%
-200 to -122	23	0.08%
Total Meters	28,322	

LEGEND

- BTS
- Meters
- Ledgeview and Lawrence Meters
- -102 dBm
- -112 dBm
- -122 dBm

SENSUS

This propagation study is based on actual information provided by the utility pertaining to meter type, meter location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

For all tower mounted antennas, a minimum antenna standoff of 3' is required from the tower.

E-39

Attachment: HD Waterworks Agreement w.Exhibits (1208 : Advanced Metering Infrastructure System)

HD SUPPLY WATERWORKS

sensus
The Measure of the Future

Green Bay, WI -CBCWA Meter Counts
Number of Meter Locations: 27,163

Date Completed: 8/3/2012
Meter Type: Indoor Water

RF Engineer: Kris Krahenbuhl, Black & Veatch
SmartPoint: Indoor

BTS Name	BaseStation Type	Latitude	Longitude	Site Address	Total Structure Height (Ft)	Proposed Antenna Centerline (ft)	Base Antenna Type	Base Antenna 3dB Beamwidth (deg)	Base Antenna Azimuth (deg)	Base Antenna Tilt (deg -Down, +Up)	Preferred Antenna Installation Azimuth (direction)	Albert Attenuation (dB)	Total Meter Location Levels: >-102dBm	-102 to -112	Total Covered Meter Locations (> 112dBm)	-112 to -122	Total Uncovered Meter Locations (< 122dBm)	The meter counts indicated for the individual sites are cumulative in nature, and coverage overlap is involved
Bellevue Twr 2	TGB or Metro	44.456088	-87.941594	2828 Allouez Ave, Bellevue, WI 54311	155	155	BCD-87010-25	Omni	Omni	0	Top of tank	0	2,253	2,849	5,102	14,422	7,639	
Cornell WT	TGB or Metro	44.585611	-88.060449	1650 Cornell Rd, Green Bay, WI 54313	190	190	WPA-800120-BCF-EDIN-0	115	180	0	Top of tank	0	1,006	5,199	6,205	8,995	14,963	
Evergreen Ave WT	TGB or Metro	44.575733	-88.112279	3325 Evergreen Ave, Green Bay, WI 54313	100	100	BCD-87010-25	Omni	Omni	0	Top of tank	0	2,168	4,410	6,578	4,022	15,663	
Mathews Twr	TGB or Metro	44.429226	-88.000470	1725 E Mathew Dr, DePere, WI 54115	155	155	BCD-87010-25	Omni	Omni	0	Top of tank	0	2,002	5,190	7,192	3,601	11,370	
Standpipe	TGB or Metro	44.474200	-88.026900	2612 S Webster Ave, Green Bay, WI 54301	91	91	BCD-87010-25	Omni	Omni	0	Top of tank	0	3,066	11,158	14,224	10,804	2,135	
Best Server Coverage (Sites listed above)													10,526	16,080	26,606	532	29	0.09% 1.96%

Note: v2 Rerun requested to remove meters for cities of Lawrence and Ledgeview, WI and to change meter smartpoint to indoor.
Note: These results are applicable to both TGB and Metro
Note: The rerun of this study uses the latest geodata and project settings.
Note: v2 Meter file had 27,312 total meter addresses; 27,163 addresses were acceptable; 149 addresses were unacceptable (see tab below).
Note: Uncovered Meters are listed in tab below

Attachment: HD Waterworks Agreement w.Exhibits (1208 : Advanced Metering Infrastructure System)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Vicki Scray**

SUBJECT: **License Committee Recommendations**

ATTACHMENTS:

- 08-06-13 Recommendation A sidekicks temp premise descrip (PDF)
- 08-06-13 Recommendation B sympatico (PDF)
- 08-06-13 Recommendation C studio 132 (PDF)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **City Attorney**

FROM: **Jeni Dupont**

SUBJECT: **Resolution #13-, Authorizing Development Agreement Between Midland (Wisconsin/Broadway) Associates, the City of De Pere and the Redevelopment Authority of the City of De Pere (Walgreens Development).**

ATTACHMENTS:

- Reso13-Walgreens (DOCX)
- Amendment to Walgreens Agreement - 7-13-190-001-12 (PDF)

RESOLUTION #13-

AUTHORIZING AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN MIDLAND (WISCONSIN/BROADWAY) ASSOCIATES, THE CITY OF DE PERE AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE
(Walgreens Development)

WHEREAS, the Common Council approved a Development Agreement between Midland (Wisconsin/Broadway) Associates (Developer), the City of De Pere (City) and the Redevelopment Authority of the City of De Pere (RDA) on June 18, 2013 ("the Agreement"); and

WHEREAS, Developer has received cost estimates and Brownfield grant dollars which bring costs of the project down to a point where they are now able to require less in Developer incentives from the City, which corresponds with a reduction in the Guaranteed Value of the project as defined in the Agreement; and

WHEREAS, Developer, City and RDA wish to amend the Agreement as provided in the attached Amendment to Development Agreement, incorporated as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby adopts and approves of the Amendment to Development Agreement attached as Exhibit 1 and thereby authorizes and directs the Mayor and Clerk-Treasurer execute such Agreement.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of August, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso13-Walgreens (1220 : Walgreens Amendment)

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (this "Amendment") is entered into as of the ____ day of _____, 2013, by and between Midland (Wisconsin/Broadway) Associates, A Wisconsin Limited Partnership ("Developer"), the City of De Pere, a Wisconsin Municipal Corporation ("City") and the Redevelopment Authority of the City of De Pere, a quasi-Municipal Corporation ("RDA").

RECITALS

A. Developer, City and RDA previously entered into that certain Development Agreement dated June 28, 2013, which was authorized by a unanimous vote of the RDA on June 18, 2013 and was authorized by a majority vote of the City Council on June 18, 2013 (the "Development Agreement"); a copy of said Development Agreement is attached herein and incorporated by reference as Exhibit A.

B. Developer, City and RDA wish to amend the Development Agreement upon the terms and conditions set forth herein.

AGREEMENTS

In consideration of the mutual covenants and conditions contained herein, City, RDA and Developer agree as follows:

I. AMENDMENT OF GUARANTEED VALUE

The Guaranteed Value of $2.5 million set forth in Section I.3 of the Development Agreement is reduced to $2.0 million.

II. AMENDMENT OF GRANT TO DEVELOPER

The grant to be paid to Developer pursuant to Section III.1.d of the Development Agreement is reduced from Two Hundred Fifty Eight Thousand Dollars ($258,000.00) to One Hundred Eighty Three Thousand Dollars ($183,000.00).

III. MISCELLANEOUS PROVISIONS

1. Development Agreement to Remain in Full Force and Effect. The Development Agreement, as amended by this Amendment, shall remain in full force and effect.

2. Facsimile, PDF and Counterpart Execution. This Amendment may be executed in several counterparts, each of which

Attachment: Amendment to Walgreens Agreement - 7-13-190-001-12 (1220 : Walgreens Amendment)

shall be deemed an original, but all such counterparts shall together constitute one and the same Amendment. Any counterparts of this Amendment and any subsequent amendments may be executed and delivered by any party by facsimile or by e-mail transmission in portable document format ("pdf") and any document so executed and delivered shall be considered an original for all purposes.

3. RDA Authorization. The execution of this Amendment was authorized by a ___**[insert either unanimous or majority]**___ vote of the Redevelopment Authority on _____, 2013.

4. City Authorization. The execution of this Amendment was authorized by a ___**[insert either unanimous or majority]**___ vote of the City Council on _____, 2013.

(Signatures on next page)

Attachment: Amendment to Walgreens Agreement - 7-13-190-001-12 (1220 : Walgreens Amendment)

IN WITNESS WHEREOF, City, RDA and Developer have executed this Amendment as of the date first written above.

DEVELOPER: Midland (Wisconsin/Broadway) Associates, A Wisconsin Limited Partnership;
By: Midland (Wisconsin/Broadway), Inc., its sole general partner

By:

_____
Steve Rolfe, President

State of_____)
: SS
_____County)

This instrument was acknowledged before me on the _____ day of _____, 2013, by Steve Rolfe as President of Midland (Wisconsin/Broadway), Inc.

_____

Notary Public, State of _____
My commission expires on _____.

RDA: Redevelopment Authority of the City of De Pere

By:

_____
William Patzke, Chair Pro Tem

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2013, by William Patzke as Chair Pro Tem of the Redevelopment Authority of the City of De Pere.

_____

Notary Public, State of Wisconsin
My commission expires on _____.

(Signatures continue on following page)

Attachment: Amendment to Walgreens Agreement - 7-13-190-001-12 (1220 : Walgreens Amendment)

CITY: City of De Pere

By:

_____
Michael J. Walsh, Mayor

And:

_____
Shana L. Defnet,
Clerk-Treasurer

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on the _____ day of _____, 2013, by Michael J. Walsh, Mayor and Shana L. Defnet, Clerk-Treasurer of the City of De Pere.

_____

Notary Public, State of Wisconsin
My commission expires on _____.

Approved as to form:

_____
Judith Schmidt-Lehman, City Attorney

Attachment: Amendment to Walgreens Agreement - 7-13-190-001-12 (1220 : Walgreens Amendment)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Common Council**

FROM: **Marty Kosobucki**

SUBJECT: **Resolution #13-, Authorizing Agreement Between the City of De Pere and Humana Insurance Company (Braisher Park Playground)**

ATTACHMENTS:

- Reso13-Braisher Park (DOCX)
- Humana Braisher Park Playground (DOCX)

RESOLUTION #13-

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

WHEREAS, City is the owner of a neighborhood park on the City's east side known as Braisher Park; and

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

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), subject to technical changes as deemed necessary by the Director of Parks, Recreation & Forestry and the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of August, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso13-Braisher Park (1214 : Humana Agreement for Braisher Park)

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

THIS AGREEMENT is entered into this ____ day of _____, 2013, 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 a neighborhood park on the City's east side known as Braisher Park; and

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

WHEREAS, the City is 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 valued at approximately $25,000 for the erection of a playground area at Braisher Park. All equipment and 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

Attachment: Humana Braisher Park Playground (1214 : Humana Agreement for Braisher Park)

assignable from Donor to City. The City Director of Parks, Recreation and Forestry ("Director") shall be involved in and approve the selected playground equipment.

2. Donor shall coordinate volunteer installation of the playground equipment to occur in September, 2013, or such other date as is mutually agreed upon should construction be delayed. Donor shall notify the Director of the specific date identified at least 5 business days in advance of the construction.

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 the specific installation date;

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

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

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

Attachment: Humana Braisher Park Playground (1214 : Humana Agreement for Braisher Park)

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 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.

Attachment: Humana Braisher Park Playground (1214 : Humana Agreement for Braisher Park)

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

Dated this _____ day of _____, 2013.

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

Braisher Park Playground (Humana) 2013 151-006-12

Attachment: Humana Braisher Park Playground (1214 : Humana Agreement for Braisher Park)

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Information Technology**

FROM: **Peter Smith**

SUBJECT: **Internet Service Upgrade**

To: Common Council

From: Information Technology Administrator

Date: July 23, 2013

Subj: Internet Connectivity Upgrade

The City's current internet connection lacks upload speed (traffic going out). To increase this speed without adding cost and to retain Tier 1 service, the solution is to trade voice channels for data bandwidth. The City currently has 46 voice channels. Based on a recent report, approximately 11 channels are being used concurrently, leaving room to cut channels in favor of data.

I recommend the City cut 26 channels leaving 20 channels for voice with the remainder going to data bandwidth, increasing the upload speed 12 fold.

ATTACHMENTS:

- How does the government unfairly compete (PDF)
- UW-Ties-to-WiscNet (PDF)
- Related Finance Committee Memo (PDF)
- Price Sheet (PDF)

HISTORY:

07/09/13 **Finance/Personnel Committee**

Proposal For:
City of DePere
Attn: Peter Smith, IT Admin
335 South Broadway St
DePere, WI 54115
920-621-8594
PSmith@mail.de-pere.org
July 16, 2013

Prepared By:
Bob Gagliano, Account Manager
262-574-7335
rg2452@att.com
Scott Kasch
Technical Solutions Consultant
sk3964@att.com
847 248-1890

	Qty	Current Pricing Each	Current Pricing Total	Proposed Pricing Each	Proposed Pricing Total
Proposed ATT Network -3 Year Term EaMIS / Centrex					
HQ Site EaMIS (Ethernet Managed Internet Service - Fiber) 10 Mbps Access, 10 Mbps Ethernet Port Speed, 10 Mbps MBWC (Minimum Bandwidth Commitment). Circuit real time 10 Mbps on demand. 335 South Briadway St, Depere 920-339	1			$967.60	$967.60
IP Flex BVoIP Calling Channels with IAR Local calls unlimited, IP Flex to IP Flex which is considered on network unlimited. Off network long distance calls generate a 300 minute per calling channel allowance. Any calls over the allowance are billed at .04 per minute. Caller ID included no additional charge. All DID numbers included no additional charge. Virtual Telephone Numbers are .30 all TN's. Calling channels adjustable thru online business direct. Ordered calling channels and adjusted may vary.	20			$17.50	$350.00
Estimated LD Overage Estimated IP Flex LD Overage Charge (**5,096** LD Minutes used-**6,000** LD Allowance). Allowance is equal to 300 Minutes per calling channel x 20 channels. This is 6,000 minutes for use per month.	0			$0.04	$0.00
Estimated additional Fed access IP-Flex & Internet access	1			$98.00	$98.00
Hosted Services - Cloud Computing This solution includes enterprise class **cloud computing** and **storage** directly on the AT&T backbone. This is a high performance, very secure, fault tolerant, pay-as-you go service. For more information go to: www.att.com/cloud					
TOTAL SOLUTION					**$1,415.60**

Attachment: Price Sheet (1120 : Internet Service Upgrade)

How does the government unfairly compete?

Universities

Schools of higher education are increasingly venturing away from their core missions of teaching and conducting basic research. Financial pressures, ranging from reduced government funding to pressures to limit tuition increases have led university presidents to transform academicians into entrepreneurs. Universities are generating revenues from commercial activities to supplement their budgets. Universities enjoy significant advantages over for-profit companies. They are eligible for billions of dollars in grants from Federal and State governments. They often have the ability to secure non-competitive, sole source contracts with government agencies. They pay no taxes. Their overhead – buildings, electricity, even equipment, is already paid for and is provided for "free". Their student labor force is either unpaid or compensated at well below prevailing market wages. They carry no professional liability insurance, do not have to pay unemployment compensation and in many cases are exempt from social security contributions. When universities enter into contracts to perform services, they usually insist on "best effort" clauses, which absolve them of ever completely finishing a project. They are also recipients of millions of dollars in free or discounted hardware and software, donated from vendor firms so that students will learn on their systems, be proficient in their use upon graduation and instill a consumer loyalty that will translate into sales once these students move up in the ranks of their private sector employers. The advantages universities bring to the market make it virtually impossible for private firms to compete.

Content copyright 2013. Business Coalition for Fair Competition. All rights reserved.

Attachment: How does the government unfairly compete (1120 : Internet Service Upgrade)

UW's ties to WiscNet

Legislators are outraged that the UW has picked the same Internet provider even after lawmakers tried to sever ties

By Bill Lueders
June 19, 2013

Two years ago, the state Legislature moved to sever the University of Wisconsin's ties to a provider of Internet service. Now some lawmakers are outraged that the UW System has picked this same provider to continue serving its campuses.

"There have been repeated, flagrant violations of state law, intentional deception at a level that I just am flabbergasted by, even today, and no accountability for it whatsoever," said state Rep. Dean Knudson (R-Hudson) at a recent budget committee hearing.

In a May 23 letter sent to UW System President Kevin Reilly, state Sen. Paul Farrow (R-Pewaukee) accused UW officials of "mismanagement and unethical behavior," saying they'd shown disdain for the Legislature and contempt for the laws and directives it passed.

At issue is the UW System's relationship with WiscNet, a membership-based nonprofit that provides Internet services to UW campuses, school districts, local governments and others. Its staff includes UW employees and its operations are integrated with those of the UW, according to a state report.

The Wisconsin State Telecommunications Association, representing mostly rural providers, believes this arrangement violates a 2005 state law that bars the UW from competing with private sector telecom providers. The UW argued that this provision didn't apply because WiscNet was a separate entity.

In 2011, the Legislature's powerful budget-writing panel made the prohibition more explicit. The UW was directed to comply by July 1, 2013.

This prompted Ed Meachen, UW System associate vice president for learning and information, to suggest it was "time to vote the governor and Legislature out of office through a grass-roots campaign," according to an email obtained by WSTA.

Meachen, since retired, also co-authored an email listing "civil disobedience" — deliberately ignoring the Legislature's directive — as a possible response.

Attachment: UW-Ties-to-WiscNet (1120 : Internet Service Upgrade)

And WiscNet Executive Director David Lois, in a December 2011 email, said he was "okay with saying WiscNet is going out of business for hyperbolic impact in some venues," even though "we are a strong and viable nonprofit business."

Lois, in an interview, says he was trying to convey that WiscNet needed to be careful about what it told customers about the possible harm from this decision.

Last December, the UW put out a request for proposals for a multi-campus Internet provider. On May 22, it announced its pick: WiscNet.

The UW, in a statement, called the procurement process "open, rigorous and competitive."

But Bill Esbeck, WSTA's executive director, calls it "bogus from the start." He says the process was rigged to favor WiscNet: "The UW simply created an RFP that matched what WiscNet was already doing."

On June 6, both losing bidders, AT&T and CenturyLink, filed formal protests. They allege that the new arrangement continues to violate the state law by letting WiscNet use the UW's infrastructure as it competes with commercial providers.

Contract details, including the amount the UW System will pay, are still being negotiated.

That report, released last December, identified $2.3 million in improper excess payments from the UW System to WiscNet, ostensibly for future years. But it also found that WiscNet charged substantially less than commercial providers.

Reilly, in an accompanying letter, warned that the Legislature's action "will result in multi-million dollar increases in network costs."

Farrow's letter asked Reilly specific pointed questions, including what repercussions would ensue if the UW "signs an illegal contract with a vendor." Farrow's office says Reilly has not yet responded.

Bill Lueders is the Money and Politics Project director at the Wisconsin Center for Investigative Journalism.

This item is being brought back after re-evaluation pending data review regarding concurrent phone line use. The data shows the City utilized up to 11 phone lines concurrently over a one week period from June 10th thru the 16th. This indicates that City phone line needs have diminished significantly over the past several years.

The City currently operates 46 phone lines, 2 bundles of 23 each. The City does not need both bundles, or even a single full bundle, although bundles are sold only as 23 in the current configuration.

At the previous Finance Committee meeting an option was brought forward to reconfigure these same circuits so both voice and data could share the 2 bundles, this is still an option.

1. The new configuration would give voice traffic priority when needed and the remaining bandwidth would serve internet data traffic. This option allows for full use of bandwidth at all times with the auto-adjusting from voice to data. This option has no net effect on cost and provides the needed internet bandwidth. $1,495/mo

2. The other option is to drop one bundle completely, keep one bundle for voice (phone lines) and purchase a separate internet (data) circuit. This option keeps 23 lines only for voice whether used or not, and the internet circuit is separate. This option's cost is dependent on the internet service provider. The single voice bundle is $695/mo., then add the $$/mo cost from the table below.

Based on a 36 month term.

Vendor	Monthly	Startup	$$/mo	Speed	Static IP
AT&T	897	0	897	10M/10M	10
TDS Metrocom	870	0	870	10M/10M	10
EarthLink	1012	0	1,012	9M/9M	10
WiscNet **	500	2285	563	Variable	10+
WindStream	835	0	835	10M/10M	10
TW Cable	980	0	980	10M/10M	10

** UW is currently in hot water with the State of Wisconsin Legislature regarding WiscNet. (See attachments)

I recommend option #1. It allows for efficient use of full bandwidth providing needed voice and internet service.

Attachment: Related Finance Committee Memo (1120 : Internet Service Upgrade)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Common Council**

FROM: **Marty Kosobucki**

SUBJECT: **Teen Advisory Application**

ATTACHMENTS:

- TEEN ADVISORY (PDF)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 6, 2013**
DEPARTMENT:	**City Attorney**
FROM:	**Jeni Dupont**
SUBJECT:	**Resolution #13-, Authorizing Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Trailside Development, LLC - Roth Road)**

ATTACHMENTS:

- Reso13-Trailside (DOCX)
- Trailside Agreement w.Exhibits (PDF)

RESOLUTION #13-

AUTHORIZING AGREEMENT WAIVING NOTICE AND AGREEING
TO SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS
(Trailside Development II, LLC – Roth Road)

WHEREAS, Trailside Development II, LLC ("Developer") has subdivided property it owns in the City known as the Plat of Trailside Estates and wishes to further subdivide several lots or parts of lots within such plat for residential purposes; and

WHEREAS, Developer wishes to have City construct public improvements consisting of public street, water, sanitary sewer, storm sewer, curb and gutter and incidental or accessory improvements where necessary, to serve such property legally described as:

Lots 125 through 129 and Lots 141 through 146, Plat of Trailside Estates.

WHEREAS, pursuant to §13-7 De Pere Municipal Code, Developer has requested that the City construct such improvements and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, under §13-7 De Pere Municipal Code and the Residential Infrastructure Development Policy adopted by the Common Council, the Council has the discretion to authorize construction of public improvements to be paid for by special assessment when the property owner does not file a letter of credit for payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, due to economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate private financing to enable it to file a letter of credit for the aforementioned public improvements; and

Attachment: Reso13-Trailside (1219 : Trailside Development Agreement)

WHEREAS, the economic climate has fostered a market for those who seek to purchase mid priced homes, providing the opportunity for residential development within the City; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interests of the City of De Pere to approve such public improvement construction along the terms and conditions provided herein; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements, attached as Exhibit 1, subject to technical change as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of August, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso13-Trailside (1219 : Trailside Development Agreement)

DOCUMENT NO.

AGREEMENT WAIVING NOTICE AND AGREEING TO SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS (Roth Road)

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the **City of De Pere**, a Wisconsin municipal corporation ("City"), **Trailside Development II, LLC** ("Developer"), owning property along platted Roth Road in the City of De Pere, and **Keith Garot,** adult individual and principal member of Trailside Development, LLC.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
City of De Pere
Attn: Judith Schmidt-Lehman
335 South Broadway Street
De Pere, WI 54115

ED-2747 through ED-2751 inclusive and ED-2763 through ED-2768 inclusive
PARCEL IDENTIFICATION NUMBER (PIN)

Attachment: Trailside Agreement w.Exhibits (1219 : Trailside Development Agreement)

WHEREAS, Developer has subdivided property it owns in the City of De Pere known as the Plat of Trailside Estates and wishes to further subdivide several lots or part of lots within such plat for residential purposes; and

WHEREAS, Developer wishes to have City construct public improvements consisting of public street, water, sanitary sewer, storm sewer, curb and gutter and incidental or accessory improvements where necessary, to serve such property legally described as:

Lots 125 through 129 and Lots 141 through 146, Plat of Trailside Estates

and shown on the map attached as Exhibit A, incorporated herein.

WHEREAS, pursuant to §13-7 De Pere Municipal Code, Developer has requested that the City construct such improvements and specially assess the benefiting parcels for the costs thereof; and

Exhibit 1

WHEREAS, under §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements to be paid by special assessment when the property owner does not file a letter of credit for payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, due to economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate has fostered a market for those who seek to purchase mid priced homes, providing the opportunity for residential development within the City; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interests of the City of De Pere to approve such public improvement construction along the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, based on the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Developer shall provide documents acceptable to City evidencing at least one-third of all platted lots being subject to accepted offers to purchase

2. After receipt of documentation evidencing the requisite lots being subject to accepted offers to purchase, City's engineering department shall, pursuant to the public bid requirements of Wis. Stats. §62.15, obtain competitive bids for the construction of the public improvements provided for in this Agreement. The plans and specifications for such improvements shall be provided to Developer for comment by City prior to commencing the competitive bid process.

Attachment: Trailside Agreement w.Exhibits (1219 : Trailside Development Agreement)

3. Developer, on its own and on behalf of any and all successors and assigns, requests the installation of the public improvements specifically provided for in this Agreement.

4. Developer, on its own behalf and on behalf of any and all successors and assigns, freely and voluntarily waives any right it may have under state or local laws to notice of such street, sanitary sewer, water, stormwater and curb and gutter improvement construction affecting the property legally described in this Agreement (to be more specifically referenced after platting has occurred), such property hereinafter be referred to as "the benefited properties".

5. Payment for the requested public improvements shall be made as provided in this Agreement. It is understood and agreed that, as of the date of the signing of this Agreement, the estimated cost of Phases I and II of the public improvements is $262,080.00, as more specifically set forth in the Exhibit B attached and incorporated by reference. However, the parties understand and acknowledge that the actual total cost of the improvements may be more than such estimate and that this Agreement allows for the assessment of the actual total costs of the construction project, including engineering, legal and administrative fees, of the improvements upon the properties defined herein.

6. The assessments hereby levied for such improvements shall be paid as follows:

A. Payment of the individual parcel assessments shall be deferred up to three (3) years from the completion of the public improvements, together with interest at the rate of 6.25% on the unpaid assessment balance at the time the deferral period ends as provided below. Interest shall commence accruing at such time the Phase I improvements are complete as identified on the Notice of Phase I Completion sent to Developer. Phase I improvements include city utilities, stormwater management and crushed aggregate base course material.

B. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred prior to final completion of the project and prior to a final determination of the total assessment costs shall have the assessment amount determined by the following formula:

Attachment: Trailside Agreement w.Exhibits (1219 : Trailside Development Agreement)

$$\left(\frac{\text{Project Estimate (Exhibit B)}}{\text{\# of lots}}\right) \times (1 + \text{Interest})$$

C. Upon the expiration of three (3) years from the date of completion of the Phase I public improvements.

D. Each principal member of Developer shall also execute a personal guarantee of specific transaction guaranteeing repayment of not less than one-third of the total public improvement costs to the City in each year of the deferral. Such guarantee is attached hereto as Exhibit C.

7. The full final cost of the public improvements shall be determined at the completion of Phases I and II of the project and prorated per parcel. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel(s) and/or the guarantee found in Paragraph 8.D, the overage collected shall be determined and paid to Developer, and the assessment per lot not transferred at the time of such pro-ration shall have its final assessment adjusted to conform to the final assessment pro-ration. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels and/or the guarantee found in Paragraph 8.D, the shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee of each principal member of Developer.

8. The method of determining the assessment rate (total cost/# parcels) is reasonable.

9. The subject property will receive special benefit as a result of public improvements constructed under this Agreement.

10. Developer waives any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this agreement, it being the desire of Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the

Attachment: Trailside Agreement w.Exhibits (1219 : Trailside Development Agreement)

reconstruction activity.

11. The City shall act in reliance upon the representations of Developer in this agreement and shall commence as soon as it is reasonably possible the improvements contemplated by this agreement.

12. This Agreement shall be recorded in the office of the Brown County Register of Deeds.

[Signatures on following page]

Attachment: Trailside Agreement w.Exhibits (1219 : Trailside Development Agreement)

Dated in De Pere, Wisconsin, this _____ day of _____, 2013.

CITY OF DE PERE

_____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2013, the above named Michael J. Walsh and Shana L. Defnet, known as the persons who executed the foregoing instrument and acknowledge the same.

_____
Notary Public:
My Commission Expires:_____

TRAILSIDE DEVELOPMENT II, LLC

_____
Keith E. Garot, Member

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2013, the above named Keith E. Garot, known as the person who executed the foregoing instrument and acknowledge the same.

_____
Notary Public:
My Commission Expires:_____

_____
Keith E. Garot, Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2013, the above named Keith E. Garot, known as the person who executed the foregoing instrument and acknowledge the same.

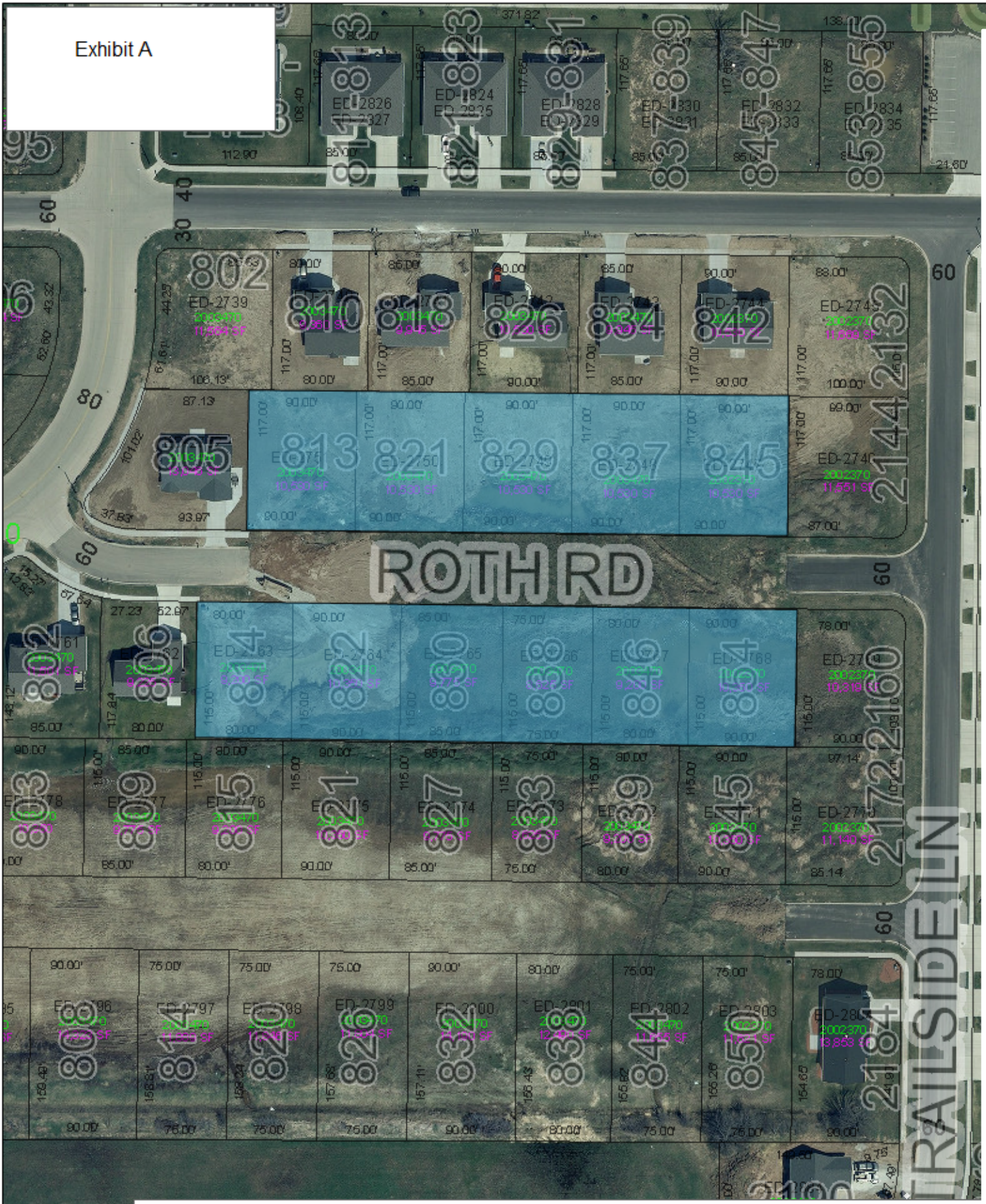
_____
Notary Public:
My Commission Expires:_____

Drafted by: Judith Schmidt-Lehman

H:\jdupont\Legal Documents\2013\Trailside Special Assess Agreement-6-13-166-002-09.docx

Attachment: Trailside Agreement w.Exhibits (1219 : Trailside Development Agreement)

Exhibit A



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

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

N
W E

Scale 1:1200

Attachment: Trailside Agreement w.Exhibits (1219 : Trailside Development Agreement)

City of De Pere
2013 - Roth Road Extension
July 17, 2013

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
SANITARY SEWER					
SS-01	Provide 8" PVC Sanitary Sewer	LF	420	$34.00	$14,280.00
SS-02	Provide 4" PVC Sanitary Lateral	LF	340	$24.00	$8,160.00
SS-03	Provide 8"x4" Wye	EA	11	$100.00	$1,100.00
SS-04	Provide 4' Diameter Sanitary Manhole	VF	10	$225.00	$2,250.00
SS-05	Remove Plug and Connect to Existing	LS	1	$500.00	$500.00
STORM SEWER					
ST-01	Provide 15" PVC Storm Sewer	LF	70	$35.00	$2,450.00
ST-06	Provide 12" PVC Storm Sewer and Inlet Lead	LF	435	$30.00	$13,050.00
ST-07	Provide 6" PVC Storm Sewer Lateral	LF	310	$22.00	$6,820.00
ST-07	Provide 15"x6" Storm Tee	EA	2	$100.00	$200.00
ST-07	Provide 12"x6" Storm Tee	EA	9	$80.00	$720.00
ST-09	Provide 4' Diameter Storm Manhole	VF	10	$300.00	$3,000.00
ST-13	Provide Type B Inlet	EA	4	$1,700.00	$6,800.00
WATER MAIN					
W-02	Provide 8" PVC Water Main	LF	460	$30.00	$13,800.00
W-03	Provide 6" PVC Water Main (Hydrant Lead)	LF	6	$35.00	$210.00
W-03	Provide 1" HDPE Water Service	LF	350	$40.00	$14,000.00
W-03	Provide 1" Corporation, Curb Stop and Box	EA	11	$350.00	$3,850.00
W-04	Provide Hydrant Assembly w/Salvaged Hydrant	EA	1	$850.00	$850.00
W-05	Salvage Hydrant	EA	1	$200.00	$200.00
W-08	Provide Connection to Existing Water Main	EA	2	$500.00	$1,000.00
STREET AND DRAINAGE					
SD-01	Unclassified Excavation	CY	900	$9.00	$8,100.00
SD-02	Provide Fill Material	CY	1000	$9.00	$9,000.00
SD-03	Ditch Grading Side and Back Lot Line	LF	950	$4.00	$3,800.00
SD-05	Provide Landscaping - Topsoil, Seed, and Mulch	SY	670	$5.00	$3,350.00
	Provide Landscaping - Fill areas	SY	10350	$4.00	$41,400.00
SD-06	Provide 15" Depth Crushed Aggregate Base Course	SY	1700	$8.50	$14,450.00
SD-07	Provide 4" Asphaltic Concrete Pavement	SY	1450	$16.00	$23,200.00
SD-07	Provide 24" Concrete Curb and Gutter	LF	930	$10.00	$9,300.00
SD	Provide Deformed Reinforcing Bars	LF	440	$1.00	$440.00
SPECIAL CONSTRUCTION					
SC-01	Provide Pipe Foundation Stabilization	CY	100	$10.00	$1,000.00
SC-02	Provide Silt Fence	LF	400	$1.00	$400.00
SC-04	Provide Inlet Protection	EA	8	$50.00	$400.00
SC-08	Provide Tracking Pad	EA	2	$800.00	$1,600.00

Probable Construction Cost	$209,680.00
Engineering	$41,900.00
Contingency	$10,500.00
Probable Project Cost	$262,080.00

Attachment: Trailside Agreement w.Exhibits (1219 : Trailside Development Agreement)

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
(Keith E. Garot)

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Trailside Development II, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Keith E. Garot (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing said public improvements.

Such public improvements, (estimated to cost $262,080.00, but which can exceed such amount) for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developer.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made over a three (3) year period, as follows:

Attachment: Trailside Agreement w.Exhibits (1219 : Trailside Development Agreement)

A. Not less than one-third of the total public improvement costs funded by City in accordance with the Agreement shall be re-paid to the City in each year of the assessment deferral. Such one-third payment shall be made first at the transfer of ownership of individual parcels assessed and, if such amounts not sufficient, by the undersigned pursuant to this Guarantee.

B. The full costs of the public improvements shall be calculated at the completion of the project. However, assessments shall initially be levied based upon the construction estimate of $262,080.00 based upon Exhibit B to the Agreement, upon parcels transferred prior to completion of the project. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel (s) and/or the guarantee found in Paragraph 6.D of the Agreement, the overage collected shall be prorated among the parcels not transferred as of the date of completion. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels and/or the guarantee found in Paragraph 6.D of the Agreement, such shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon this Guarantee.

3. REPRESENTATIONS. The undersigned acknowledges and agree that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the

Attachment: Trailside Agreement w.Exhibits (1219 : Trailside Development Agreement)

obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Wisconsin, this _____ day of _____, 2013.

_____
Keith E. Garot

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of_____, 2013, the above named Keith E. Garot to be known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public:
My commission expires: _____

H:\jdupont\Legal Documents\2013\Personal Guarantee Trailside (Garot)-6-13-166-002-09.docx

Attachment: Trailside Agreement w.Exhibits (1219 : Trailside Development Agreement)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **City Attorney**

FROM: **Jeni Dupont**

SUBJECT: **Resolution #13-, Authorizing Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Garrity's Glen, LLC - Ballinamore and Tullig Place)**

ATTACHMENTS:

- Reso13-Garrity's Glen (DOCX)
- Garrity's Glen Agreement w.Exhibits (PDF)

RESOLUTION #13-

AUTHORIZING AGREEMENT WAIVING NOTICE AND AGREEING
TO SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS
(Garrity's Glen, LLC – Ballinamore and Tullig Place)

WHEREAS, Garrity's Glen, LLC ("Developer") has subdivided property it owns in the City known as the Plat of Garrity's Glen and wishes to further subdivide several outlots or part of outlots within such plat for residential purposes; and

WHEREAS, Developer wishes to have City construct public improvements consisting of public street, water, sanitary sewer, storm sewer, curb and gutter and incidental or accessory improvements where necessary, to serve such property legally described as:

> Part of Outlots 4 and 5 Garrity's Glen recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records, located in part of Lots 102 and 103 of the Williams Grant Subdivision being in the City of De Pere, Brown County, Wisconsin.

WHEREAS, pursuant to §13-7 De Pere Municipal Code, Developer has requested that the City construct such improvements and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, under §13-7 De Pere Municipal Code and the Residential Infrastructure Development Policy adopted by the Common Council, the Council has the discretion to authorize construction of public improvements to be paid for by special assessment when the property owner does not file a letter of credit for payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

Attachment: Reso13-Garrity's Glen (1218 : Garrity's Glen Agreement)

WHEREAS, due to economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate has fostered a market for those who seek to purchase mid priced homes, providing the opportunity for residential development within the City; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interests of the City of De Pere to approve such public improvement construction along the terms and conditions provided herein; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements, attached as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of August, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso13-Garrity's Glen (1218 : Garrity's Glen Agreement)

DOCUMENT NO.

AGREEMENT WAIVING NOTICE AND AGREEING TO SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS (Ballinamore and Tullig Place)

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the **City of De Pere**, a Wisconsin municipal corporation ("City"), **Garrity's Glen, LLC**, a Wisconsin limited liability company, ("Developer"), owning property along Ballinamore Place and Tullig Place in the City of De Pere, and **Patricia A. Kaster**, **Dennis P. Layden** and **Deborah L. Meacham** adult individuals and principal members of Garrity's Glen, LLC.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
City of De Pere
Attn: Judith Schmidt-Lehman
335 South Broadway Street
De Pere, WI 54115

All of WD-1756 and WD-1757
PARCEL IDENTIFICATION NUMBER (PIN)

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

WHEREAS, Developer has subdivided property it owns in the City of De Pere known as Garrity's Glen and wishes to further subdivide several outlots or part of outlots within such plat for residential purposes; and

WHEREAS, Developer wishes to have City construct public improvements consisting of public street, water, sanitary sewer, storm sewer, curb and gutter and incidental or accessory improvements where necessary, to serve such property legally described as:

> Part of Outlots 4 and 5 Garrity's Glen recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records, located in part of Lots 102 and 103 of the Williams Grant Subdivision being in the City of De Pere, Brown County, Wisconsin.

and shown on the map attached as Exhibit A, incorporated herein.

WHEREAS, pursuant to §13-7 De Pere Municipal Code, Developer has requested that the City construct such improvements and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, under §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements to be paid by special assessment when the property owner does not file a letter of credit for payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, due to economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate has fostered a market for those who seek to purchase mid priced homes, providing the opportunity for residential development within the City; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interests of the City of De Pere to approve such public improvement construction along the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, based on the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Developer shall take all steps necessary to have recorded an approved plat subdividing the aforementioned outlot properties into residential lots, including taking all steps necessary to obtain City Plan Commission approval thereof.

2. Developer shall provide City with a copy of the recorded plat after which this Agreement shall be amended to include the revised legal description and assigned Tax Parcel numbers for the property so subdivided.

3. Developer shall also provide documents acceptable to City evidencing at least one-third of all platted lots being subject to accepted offers to purchase.

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

4. After receipt of both the recorded plat and documentation evidencing the requisite lots being subject to accepted offers to purchase, City's engineering department shall, pursuant to the public bid requirements of Wis. Stats. §62.15, obtain competitive bids for the construction of the public improvements provided for in this Agreement. The plans and specifications for such improvements shall be provided to Developer for comment by City prior to commencing the competitive bid process.

5. Developer, on its own and on behalf of any and all successors and assigns, requests the installation of the public improvements specifically provided for in this Agreement.

6. Developer, on its own behalf and on behalf of any and all successors and assigns, freely and voluntarily waives any right it may have under state or local laws to notice of such street, sanitary sewer, water, stormwater and curb and gutter improvement construction affecting the property legally described in this Agreement (to be more specifically referenced after platting has occurred), such property hereinafter be referred to as "the benefited properties".

7. Payment for the requested public improvements shall be made as provided in this Agreement. It is understood and agreed that, as of the date of the signing of this Agreement, the estimated cost of Phases I and II of the public improvements is $258,605.00, as more specifically set forth in the Exhibit B attached and incorporated by reference. However, the parties understand and acknowledge that the actual total cost of the improvements may be more than such estimate and that this Agreement allows for the assessment of the actual total costs of the construction project, including engineering, legal and administrative fees, of the improvements upon the properties defined herein.

8. The assessments hereby levied for such improvements shall be paid as follows:

   A. Payment of the individual parcel assessments shall be deferred up to three (3) years from the completion of the public improvements, together with

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

interest at the rate of 6.25% on the unpaid assessment balance at the time the deferral period ends as provided below. Interest shall commence accruing at such time the Phase I improvements are complete as identified on the Notice of Phase I Completion sent to Developer. Phase I improvements include city utilities, stormwater management and crushed aggregate base course material.

B. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred prior to final completion of the project and prior to a final determination of the total assessment costs shall have the assessment amount determined by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibit B)}}{\text{\# of lots}}\right) \times (1 + \text{Interest})$$

C. Upon the expiration of three (3) years from the date of completion of the Phase I public improvements.

D. Each principal member of Developer shall also execute a personal guarantee of specific transaction guaranteeing repayment of not less than one-third of the total public improvement costs to the City in each year of the deferral. Such guarantee is attached hereto as Exhibit C.

9. The full final cost of the public improvements shall be determined at the completion of Phases I and II of the project and prorated per parcel. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel(s) and/or the guarantee found in Paragraph 8.D, the overage collected shall be determined and paid to Developer, and the assessment per lot not transferred at the time of such pro-ration shall have its final assessment adjusted to conform to the final assessment pro-ration. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels and/or the guarantee found in Paragraph 8.D, the shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee of each principal member of Developer.

10. The method of determining the assessment rate (total cost/# parcels) is reasonable.

11. The subject property will receive special benefit as a result of public improvements

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

constructed under this Agreement.

12. Developer waives any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this agreement, it being the desire of Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.

13. The City shall act in reliance upon the representations of Developer in this agreement and shall commence as soon as it is reasonably possible the improvements contemplated by this agreement.

14. This Agreement shall be recorded in the office of the Brown County Register of Deeds.

[Signatures on following page]

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

Dated in De Pere, Wisconsin, this _____ day of _____, 2013.

CITY OF DE PERE

_____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2013, the above named Michael J. Walsh and Shana L. Defnet, known as the persons who executed the foregoing instrument and acknowledge the same.

_____
Notary Public:
My Commission Expires:_____

GARRITY'S GLEN, LLC

_____
Patricia A. Kaster, Member

_____
Dennis P. Layden, Member

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2013, the above named Patricia A. Kaster and Dennis P. Layden, known as the persons who executed the foregoing instrument and acknowledge the same.

_____
Notary Public:
My Commission Expires:_____

[Signatures continue on following page]

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

Patricia A. Kaster, Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2013, the above named Patricia A. Kaster, known as the person who executed the foregoing instrument and acknowledge the same.

Notary Public:
My Commission Expires:_____

Dennis P. Layden, Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2013, the above named Dennis P. Layden, known as the person who executed the foregoing instrument and acknowledge the same.

Notary Public:
My Commission Expires:_____

Deborah L. Meacham, Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day of _____, 2013, the above named Deborah L. Meacham, known as the person who executed the foregoing instrument and acknowledge the same.

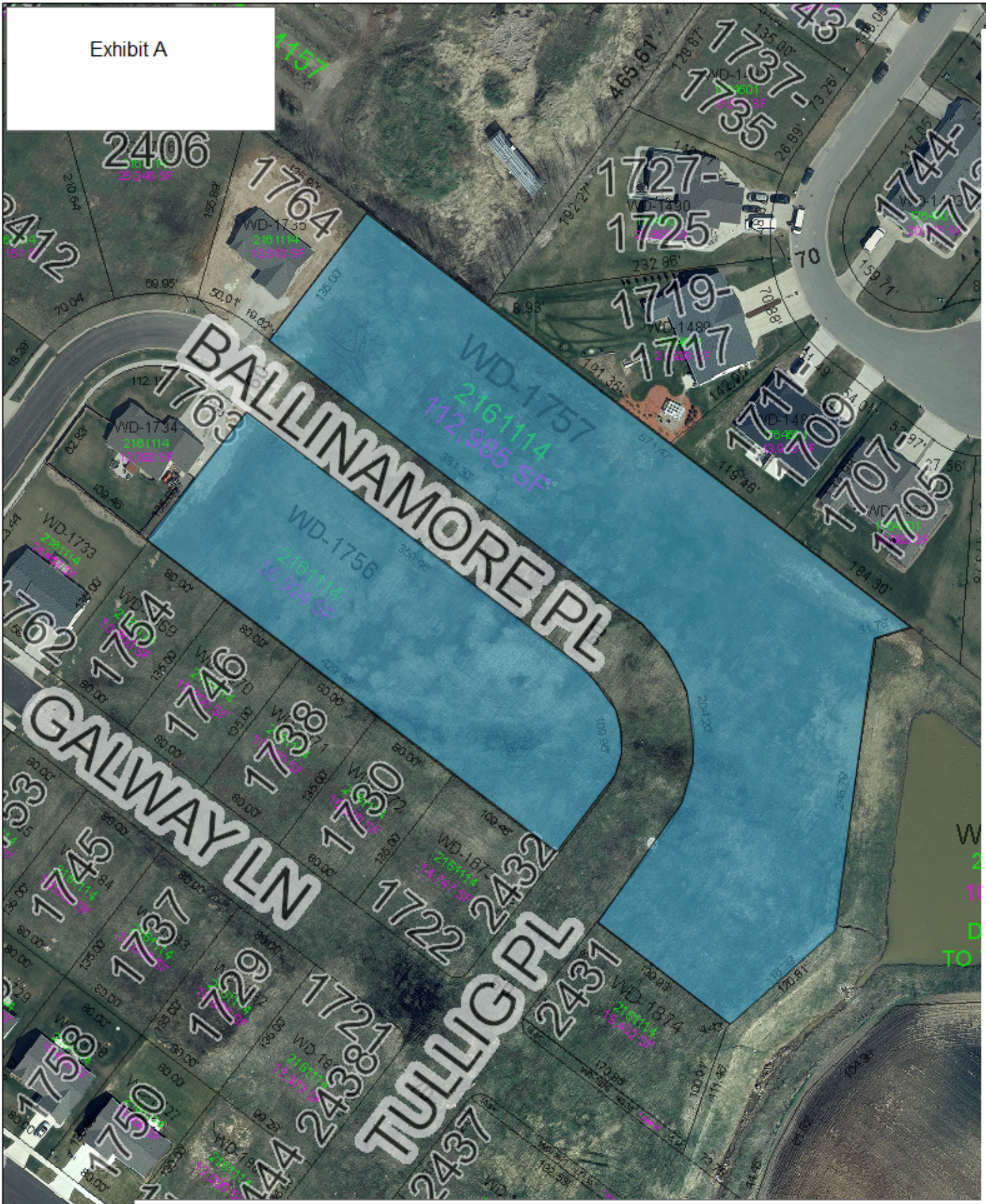
Notary Public:
My Commission Expires:_____

Drafted by: Judith Schmidt-Lehman

H:\jdupont\Legal Documents\2013\Garrity's Glen Special Assess Agreement-6-13-166-002-09.docx

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

Exhibit A



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

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

N
W E

Scale 1:1200

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

City of De Pere
2013 Ballinamore/Tullig Extension
July 17, 2013

Item #	Bid Item	Unit	Bid Amoun	Unit Price	Total
SANITARY SEWER					
SS-01	Provide 8" PVC Sanitary Sewer	LF	510	$34.00	$17,340.00
SS-02	Provide 4" PVC Sanitary Lateral	LF	390	$24.00	$9,360.00
SS-03	Provide 8"x4" Wye	EA	14	$100.00	$1,400.00
SS-04	Provide 4' Diameter Sanitary Manhole	VF	21	$225.00	$4,725.00
SS-05	Remove Plug and Connect to Existing	LS	2	$500.00	$1,000.00
STORM SEWER					
ST-01	Provide 15" PVC Storm Sewer	LF	220	$35.00	$7,700.00
ST-06	Provide 12" PVC Storm Sewer and Inlet Lead	LF	310	$30.00	$9,300.00
ST-07	Provide 6" PVC Storm Sewer Lateral	LF	360	$22.00	$7,920.00
ST-07	Provide 15"x6" Storm Tee	EA	6	$100.00	$600.00
ST-07	Provide 12"x6" Storm Tee	EA	8	$80.00	$640.00
ST-09	Provide 4' Diameter Storm Manhole	VF	16.6	$300.00	$4,980.00
ST-13	Provide Type B Inlet	EA	4	$1,700.00	$6,800.00
WATER MAIN					
W-02	Provide 8" PVC Water Main	LF	605	$30.00	$18,150.00
W-03	Provide 6" PVC Water Main (Hydrant Lead)	LF	8	$35.00	$280.00
W-03	Provide 1" HDPE Water Service	LF	360	$40.00	$14,400.00
W-03	Provide 1" Corporation, Curb Stop and Box	EA	14	$350.00	$4,900.00
W-04	Provide Hydrant Assembly w/Salvaged Hydrant	EA	1	$850.00	$850.00
W-05	Salvage Hydrant	EA	1	$200.00	$200.00
W-08	Provide Connection to Existing Water Main	EA	2	$500.00	$1,000.00
STREET AND DRAINAGE					
SD-01	Unclassified Excavation	CY	1200	$9.00	$10,800.00
SD-03	Ditch Grading Side and Back Lot Line	LF	750	$4.00	$3,000.00
SD-05	Provide Landscaping - Topsoil, Seed, and Mulch	SY	3100	$5.00	$15,500.00
SD-06	Provide 15" Depth Crushed Aggregate Base Course	SY	2300	$8.50	$19,550.00
SD-07	Provide 4" Asphaltic Concrete Pavement	SY	1950	$16.00	$31,200.00
SD-07	Provide 24" Concrete Curb and Gutter	LF	1240	$10.00	$12,400.00
SD	Provide Deformed Reinforcing Bars	LF	560	$1.00	$560.00
SPECIAL CONSTRUCTION					
SC-01	Provide Pipe Foundation Stabilization	CY	100	$10.00	$1,000.00
SC-02	Provide Silt Fence	LF	350	$1.00	$350.00
SC-04	Provide Inlet Protection	EA	4	$50.00	$200.00
SC-08	Provide Tracking Pad	EA	1	$800.00	$800.00

Probable Construction Cost	$206,905.00
Engineering	$41,400.00
Contingency	$10,300.00
Probable Project Cost	$258,605.00

Exhibit B

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
(Patricia A. Kaster)

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Garrity's Glen, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Patricia A. Kaster (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing said public improvements.

Such public improvements, (estimated to cost $258,605.00, but which can exceed such amount) for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made over a three (3) year period, as follows:

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

A. Not less than one-third of the total public improvement costs funded by City in accordance with the Agreement shall be re-paid to the City in each year of the assessment deferral. Such one-third payment shall be made first at the transfer of ownership of individual parcels assessed and, if such amounts not sufficient, by the undersigned pursuant to this Guarantee.

B. The full costs of the public improvements shall be calculated at the completion of the project. However, assessments shall initially be levied based upon the construction estimate of $258,605.00 based upon Exhibit B to the Agreement, upon parcels transferred prior to completion of the project. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel (s) and/or the guarantee found in Paragraph 8.D of the Agreement, the overage collected shall be prorated among the parcels not transferred as of the date of completion. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels and/or the guarantee found in Paragraph 8.D of the Agreement, such shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon this Guarantee.

3. REPRESENTATIONS. The undersigned acknowledges and agree that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Wisconsin, this _____ day of _____, 2013.

_____
Patricia A. Kaster

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of_____, 2013, the above named Patricia A. Kaster to be known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public:
My commission expires: _____

H:\jdupont\Legal Documents\2013\Personal Guarantee Garrity's Glen (Kaster)-6-13-166-002-09.docxc

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
(Dennis P. Layden)

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Garrity's Glen, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Dennis P. Layden (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing said public improvements.

Such public improvements, (estimated to cost $258,605.00, but which can exceed such amount) for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made over a three (3) year period, as follows:

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

A. Not less than one-third of the total public improvement costs funded by City in accordance with the Agreement shall be re-paid to the City in each year of the assessment deferral. Such one-third payment shall be made first at the transfer of ownership of individual parcels assessed and, if such amounts not sufficient, by the undersigned pursuant to this Guarantee.

B. The full costs of the public improvements shall be calculated at the completion of the project. However, assessments shall initially be levied based upon the construction estimate of $258,605.00 based upon Exhibit B to the Agreement, upon parcels transferred prior to completion of the project. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel (s) and/or the guarantee found in Paragraph 8.D of the Agreement, the overage collected shall be prorated among the parcels not transferred as of the date of completion. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels and/or the guarantee found in Paragraph 8.D of the Agreement, such shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon this Guarantee.

3. REPRESENTATIONS. The undersigned acknowledges and agree that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Wisconsin, this _____ day of_____, 2013.

_____
Dennis P. Layden

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of_____, 2013, the above named Dennis P. Layden to be known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public:
My commission expires: _____

H:\jdupont\Legal Documents\2013\Personal Guarantee Garrity's Glen (Layden)-6-13-166-002-09.docx

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
(Deborah L. Meacham)

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Garrity's Glen, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Deborah L. Meacham (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings the total construction costs incurred by City in constructing said public improvements.

Such public improvements, (estimated to cost $258,605.00, but which can exceed such amount) for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developers.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made over a three (3) year period, as follows:

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

A. Not less than one-third of the total public improvement costs funded by City in accordance with the Agreement shall be re-paid to the City in each year of the assessment deferral. Such one-third payment shall be made first at the transfer of ownership of individual parcels assessed and, if such amounts not sufficient, by the undersigned pursuant to this Guarantee.

B. The full costs of the public improvements shall be calculated at the completion of the project. However, assessments shall initially be levied based upon the construction estimate of $258,605.00 based upon Exhibit B to the Agreement, upon parcels transferred prior to completion of the project. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel (s) and/or the guarantee found in Paragraph 8.D of the Agreement, the overage collected shall be prorated among the parcels not transferred as of the date of completion. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels and/or the guarantee found in Paragraph 8.D of the Agreement, such shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon this Guarantee.

3. REPRESENTATIONS. The undersigned acknowledges and agree that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Wisconsin, this _____ day of _____, 2013.

_____
Deborah L. Meacham

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of_____, 2013, the above named Deborah L. Meacham to be known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public:
My commission expires: _____

H:\jdupont\Legal Documents\2013\Personal Guarantee Garrity's Glen (Meacham)-6-13-166-002-09.docx

Attachment: Garrity's Glen Agreement w.Exhibits (1218 : Garrity's Glen Agreement)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Planning**

FROM: **Ken Pabich**

SUBJECT: **Extraterritorial single lot CSM in the Town of Glenmore.**

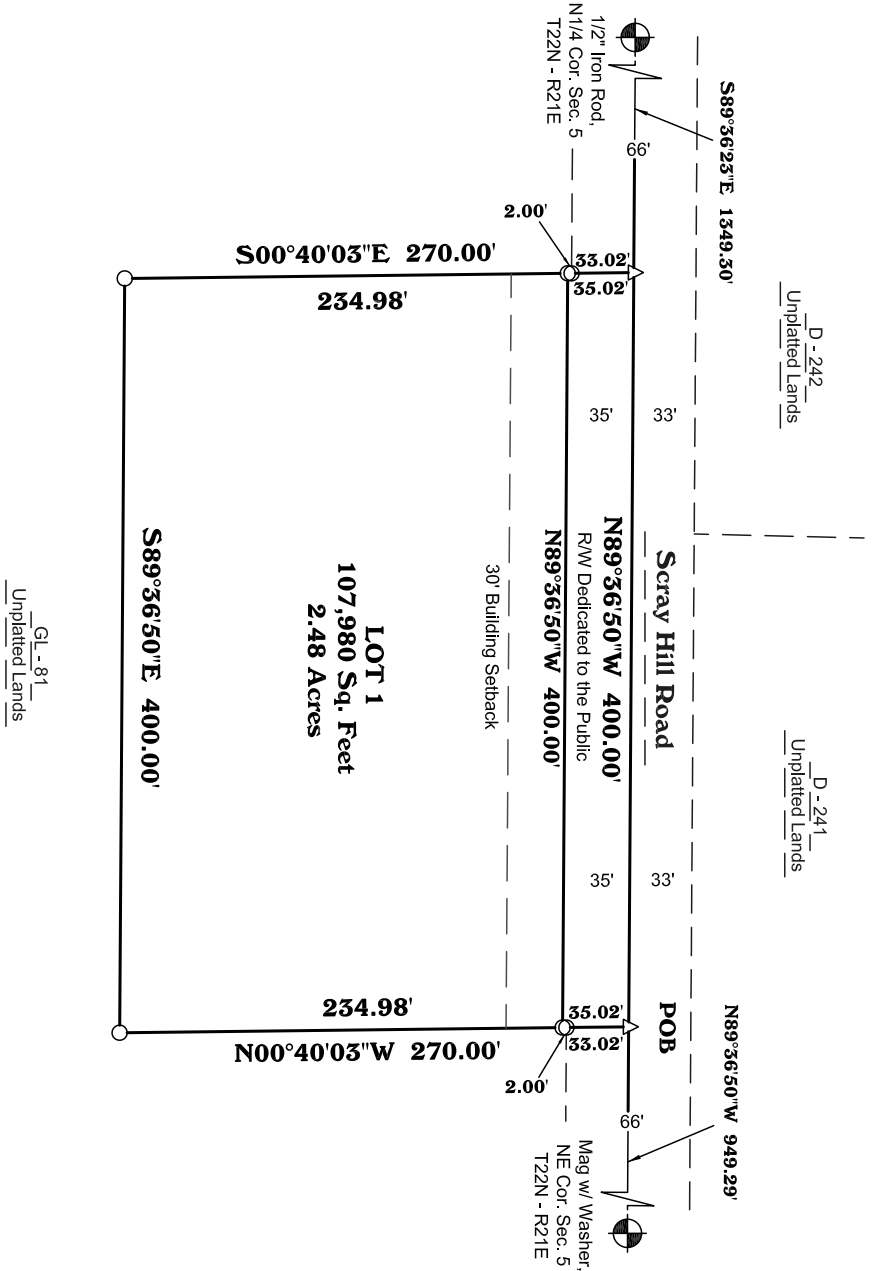
ATTACHMENTS:

- GlenmoreCSM (PDF)

PRELIMINARY

CERTIFIED SURVEY MAP

Part of the Northeast of the Northeast Section 5 and the westerly 2.5 acres of the Northwest of the Northwest of Section 4 as described in Document Number 1919161, Township 22 North, Range 21 East, Town of Glenmore, Brown County, Wisconsin.



TNT Professional Land SURVEYORS Inc.
2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0613-104

Owner: Doug Peters
Parcel ID: GL - 81

Bearings referenced to the Brown County Coordinate System, North line of Section 5 recorded to bear N89°36'50"W

US Public Land Corner by Brown County as noted.
○ 1"x18" Iron pipe with cap weighing 1.13 lbs/lin ft set.
△ Mag Nail set.

Scale: 1"=80'

80 0 80 160

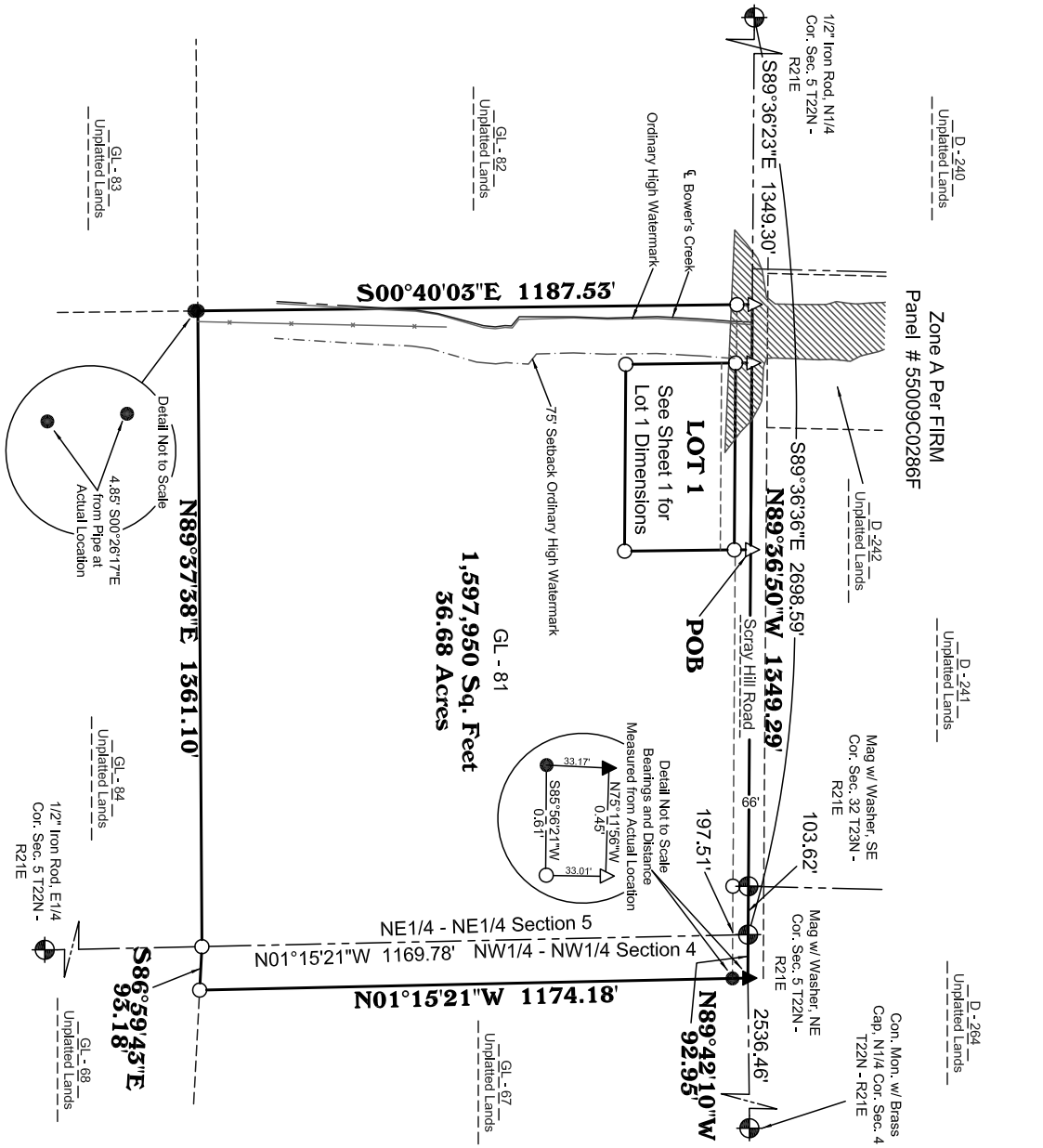
Drafted By JJM **Sheet 1 of 4**

Packe

PRELIMINARY

CERTIFIED SURVEY MAP

Part of the Northeast of the Northeast Section 5 and the westerly 2.5 acres of the Northwest of the Northwest of Section 4 as described in Document Number 1919161, Township 22 North, Range 21 East, Town of Glenmore, Brown County, Wisconsin.



TNT Professional Land SURVEYORS Inc.
2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0613-104

Owner: Doug Peters
Parcel ID: GL - 81

Bearings referenced to the Brown County Coordinate System, North line of Section 5 recorded to bear N89°36'50"W

Scale: 1"=300'

300 0 300 600

- US Public Land Corner by Brown County as noted.
- 1" Iron pipe found and used to establish this survey.
- 1"x18" Iron pipe with cap weighing 1.13 lbs/lin ft set.
- ▲ Mag Nail found.
- △ Mag Nail set.

Drafted By JJM Sheet 2 of 4

Packe

PRELIMINARY

CERTIFIED SURVEY MAP

Surveyor's Certificate:

A parcel of land located in the Northeast ¼ of the Northeast ¼ of Section 5, Township 22 North, Range 21 East, town of Glenmore , Brown County, Wisconsin described as follows:

Commencing at the Northeast Corner of Section 5; thence N89°36'50"W along the north line of said Section, a distance of 949.29 feet to the Point of Beginning; thence continuing N89°36'50"W along said north line and also said centerline, a distance of 400.00 feet; thence S00°40'03"E a distance of 270.00 feet; thence S89°36'50"E parallel with said north line, a distance of 400.00 feet; thence N00°40'03"W a distance of 270.00 feet to the the north line of said Section also being the Point of Beginning, containing an area of 107,980 Square Feet (2.48 Acres) more or less and subject to any easements and restrictions of record.

I Aaron D. Ballast, Registered Land Surveyor S2880-008, do hereby certify that I have surveyed, divided, and mapped the above described lands to the best of my knowledge and ability under the direction of Lois Peters, owner, and that this survey complies with Chapter AE - 7 and Chapter 236 of the Wisconsin Administrative Code, Chapter 21 Subdivisions of Brown County Code of Ordinances and the Town of Glenmore Zoning Code and is true and correct to the best of my knowledge and belief.

Restrictive Covenants:

1. The property owner, at the time of construction, shall implement the appropriate soil erosion control methods outlined in "Wisconsin Construction Site Best Management Practice Handbook" (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town of Glenmore has an adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.
2. The land on all lot lines shall be graded by the subdivider and maintained by the property owner to provide for adequate drainage of surface water.
3. No Poles, Pedestals or buried Cables are to be placed as to disturb any survey stake. A disturbance of a survey stake by anyone is a violation of Section 236.32 of the Wisconsin Statutes.
4. On-site sewage disposal systems shall comply with Ch. Comm 85, Wis. Admin. Code, and all other applicable state and local requirements.

NOTES:

1. A Shoreland permit from the Brown County Zoning Administrator's office is required for Lot 1 prior to any construction, fill, or grading activity within 300 feet of a stream.

TNT Professional Land SURVEYORS Inc.
2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0613-104

Packe

PRELIMINARY

CERTIFIED SURVEY MAP

OWNER'S CERTIFICATE:
As owner, I hereby certify that I caused the land described herein to be surveyed, mapped, divided and dedicated as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval: Town of Glenmore, City of De Pere and Brown County Planning Commission.

_____
Lois J. Peters

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

Personally came before me this_____day of _____2013, the above named owners to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public

My Commission Expires_____

TOWN OF GLENMORE

Approved by the Town of Glenmore on this_____day of _____, 2013.

_____ _____
Town Chair Town Clerk: Cindy Ossmann

BROWN COUNTY PLANNING COMMISSION

Approved by the Brown County Planning Commission on this_____day of _____, 2013

_____
Senior Planner: Peter Schleinz

BROWN COUNTY TREASURER

As the duly appointed Treasurer for Brown County, I hereby certify that the records in my office show no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map.

_____ _____
Brown Couny Treasurer: Kerry Blaney Date

TNT Professional Land SURVEYORS Inc.
2154 Early Street
Green Bay, WI 54304
(920)406-1477
Job # 0613-104

Packe

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 6, 2013**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Applications for Operator's Licenses.**

ATTACHMENTS:

- 08-06-13 Action Item Operators (PDF)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 6, 2013**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Defnet**
SUBJECT:	**Voucher Approval.**

ATTACHMENTS:

- Vouchers (PDF)

Attachment: Vouchers (1226 : Voucher Approval.)

PRT: 04068 AUG 2013 COUNCIL - 1 8-6-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0217	AGRI-PARTNERS COOPERATIVE							
	I-201307262420	AGRI-PARTNERS COOPERATIVE	R	8/06/2013		18.99CR	068774	
	I-201307312431	AGRI-PARTNERS COOPERATIVE	R	8/06/2013		6.27CR	068774	
	I-201307312432	AGRI-PARTNERS COOPERATIVE	R	8/06/2013		5.67CR	068774	30.93
0302	AIRGAS USA LLC							
	I-9911081094	AIRGAS USA LLC	R	8/06/2013		122.90CR	068775	
	I-9911081095	AIRGAS USA LLC	R	8/06/2013		159.07CR	068775	
	I-9911081096	AIRGAS USA LLC	R	8/06/2013		395.82CR	068775	677.79
0849	AMBROSIUS CONCRETE SUPPLIES INC							
	I-291139	AMBROSIUS CONCRETE SUPPLIES IN	R	8/06/2013		61.90CR	068776	61.90
1	AMERICAN ASSOC NOTARIES							
	I-00-13346467	00-133	R	8/06/2013		30.90CR	068777	30.90
2878	ARING EQUIPMENT CO INC							
	I-304373	ARING EQUIPMENT CO INC	R	8/06/2013		13.45CR	068778	13.45
4791	AT&T							
	I-201307312433	AT&T	R	8/06/2013		284.13CR	068779	284.13
1260	BADGER CONCRETE LIFTING							
	I-13-19 (1) FINAL	BADGER CONCRETE LIFTING	R	8/06/2013		1,573.76CR	068780	1,573.76
0441	BADGER METER INC							
	I-11609501	BADGER METER INC	R	8/06/2013		989.04CR	068781	989.04
0020	BADGERLAND PRINTING INC							
	I-22014	BADGERLAND PRINTING INC	R	8/06/2013		46.42CR	068782	
	I-22021	BADGERLAND PRINTING INC	R	8/06/2013		53.00CR	068782	
	I-22028	BADGERLAND PRINTING INC	R	8/06/2013		35.00CR	068782	134.42
0027	BAY TOWEL INC							
	I-1659270	BAY TOWEL INC	R	8/06/2013		33.64CR	068783	
	I-1659271	BAY TOWEL INC	R	8/06/2013		51.95CR	068783	
	I-1662537	BAY TOWEL INC	R	8/06/2013		33.64CR	068783	
	I-1662538	BAY TOWEL INC	R	8/06/2013		50.42CR	068783	
	I-1664487	BAY TOWEL INC	R	8/06/2013		77.66CR	068783	
	I-1665820	BAY TOWEL INC	R	8/06/2013		33.64CR	068783	280.95
0025	BAYCOM INC							
	I-149104	BAYCOM INC	R	8/06/2013		27.50CR	068784	
	I-149403	BAYCOM INC	R	8/06/2013		85.00CR	068784	112.50

PRINT: 04068 AUG 2013 COUNCIL - 1 8-6-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0033	BIRDSEYE DAIRY INC							
	I-143982	BIRDSEYE DAIRY INC	R	8/06/2013		243.22CR	068785	
	I-143983	BIRDSEYE DAIRY INC	R	8/06/2013		186.46CR	068785	
	I-144175	BIRDSEYE DAIRY INC	R	8/06/2013		197.61CR	068785	
	I-144176	BIRDSEYE DAIRY INC	R	8/06/2013		216.02CR	068785	843.31
0034	BLINDAUER'S INC							
	I-2057	BLINDAUER'S INC	R	8/06/2013		133.35CR	068786	133.35
0038	BROADWAY AUTOMOTIVE INC							
	I-252244P	BROADWAY AUTOMOTIVE INC	R	8/06/2013		4.26CR	068787	
	I-662783P	BROADWAY AUTOMOTIVE INC	R	8/06/2013		65.00CR	068787	
	I-673167	BROADWAY AUTOMOTIVE INC	R	8/06/2013		360.31CR	068787	429.57
0790	BROWN COUNTY CLERK							
	I-201307312434	BROWN COUNTY CLERK	R	8/06/2013		110.00CR	068788	110.00
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201307312435	BROWN COUNTY HIGHWAY COMMISSIO	R	8/06/2013		58.66CR	068789	58.66
1784	CARLSON DETTMANN CONSULTING							
	I-512	CARLSON DETTMANN CONSULTING	R	8/06/2013		5,000.00CR	068790	5,000.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-170502	CARQUEST AUTO PARTS LLC	R	8/06/2013		16.00CR	068791	
	I-6339-170945	CARQUEST AUTO PARTS LLC	R	8/06/2013		103.84CR	068791	119.84
0536	CDW GOVERNMENT INC							
	I-IT06122013	CDW GOVERNMENT INC	R	8/06/2013		109.43CR	068792	
	I-PD06142013	CDW GOVERNMENT INC	R	8/06/2013		70.63CR	068792	180.06
2708	CLEANING SOLUTION SERVICES INC							
	I-05-8341	CLEANING SOLUTION SERVICES INC	R	8/06/2013		1,225.00CR	068793	1,225.00
6414	COMMUNICATIONS ENGINEERING CO							
	I-BILL137537	COMMUNICATIONS ENGINEERING CO	R	8/06/2013		995.00CR	068794	
	I-BILL137559	COMMUNICATIONS ENGINEERING CO	R	8/06/2013		131.80CR	068794	1,126.80
5218	CONCRETE CUTTERS INC							
	I-14416	CONCRETE CUTTERS INC	R	8/06/2013		1,050.00CR	068795	
	I-14429	CONCRETE CUTTERS INC	R	8/06/2013		350.00CR	068795	1,400.00

PRINT: 04068 AUG 2013 COUNCIL - 1 8-6-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-0613DEPER	CONSOLIDATED UTILITY SERVICES	R	8/06/2013		146.00CR	068796	146.00
0063	DAANEN & JANSSEN INC							
	I-131214	DAANEN & JANSSEN INC	R	8/06/2013		75.00CR	068797	75.00
6700	DARLEY CO							
	I-17069930	DARLEY CO	R	8/06/2013		800.00CR	068798	
	I-17076044	DARLEY CO	R	8/06/2013		42.00CR	068798	842.00
1436	DE PERE AREA CHAMBER OF COMMERCE							
	I-10517	DE PERE AREA CHAMBER OF COMMER	R	8/06/2013		75.00CR	068799	75.00
0075	DIGGERS HOTLINE INC							
	I-130 6 36402	DIGGERS HOTLINE INC	R	8/06/2013		22.62CR	068800	22.62
0079	DORSCH CORP							
	I-169298	DORSCH CORP	R	8/06/2013		2.87CR	068801	2.87
1	DRISCOLL, SALLY							
	I-201307262422	REFUND	R	8/06/2013		17.00CR	068802	17.00
0083	EBY-BROWN							
	I-464098	EBY-BROWN	R	8/06/2013		355.48CR	068803	
	I-464099	EBY-BROWN	R	8/06/2013		359.23CR	068803	714.71
6740	ENCADRIA STAFFING SOLUTIONS LLC							
	I-IVC010000212832	ENCADRIA STAFFING SOLUTIONS LL	R	8/06/2013		187.09CR	068804	187.09
0331	FERGUSON WATERWORKS #1476 INC							
	I-132550	FERGUSON WATERWORKS #1476 INC	R	8/06/2013		220.50CR	068805	
	I-132553	FERGUSON WATERWORKS #1476 INC	R	8/06/2013		3,303.00CR	068805	
	I-132554	FERGUSON WATERWORKS #1476 INC	R	8/06/2013		1,281.50CR	068805	4,805.00
2627	FESTIVAL FOODS INC							
	I-201307262423	FESTIVAL FOODS INC	R	8/06/2013		29.94CR	068806	29.94
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-12051	FIRE APPARATUS & EQUIPMENT INC	R	8/06/2013		1,891.20CR	068807	1,891.20
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9954441-00	FIRST SUPPLY GREEN BAY LLC	R	8/06/2013		71.03CR	068808	71.03

PERIOD: 04068 AUG 2013 COUNCIL - 1 8-6-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6797	FOX VALLEY MONUMENT							
	I-268077	FOX VALLEY MONUMENT	R	8/06/2013		1,200.00CR	068809	1,200.00
0562	GALL'S INC							
	I-733204	GALL'S INC	R	8/06/2013		40.10CR	068810	40.10
6084	GANNETT WI MEDIA							
	I-201307262424	GANNETT WI MEDIA	R	8/06/2013		29.22CR	068811	29.22
1	GLASER, FRANCESCA							
	I-201307312436	BOOT CAMP	R	8/06/2013		30.00CR	068812	30.00
2544	GLOBAL RECOGNITION INC							
	I-135051	GLOBAL RECOGNITION INC	R	8/06/2013		1,700.05CR	068813	1,700.05
6227	GLOBALSTAR USA							
	I-1000000004896166	GLOBALSTAR USA	R	8/06/2013		633.62CR	068814	633.62
0116	GRAINGER INC							
	I-9167859280	GRAINGER INC	R	8/06/2013		6.79CR	068815	
	I-9199276362	GRAINGER INC	R	8/06/2013		181.35CR	068815	188.14
0124	GREEN BAY CITY TREASURER							
	I-85179	GREEN BAY CITY TREASURER	R	8/06/2013		39,196.00CR	068816	39,196.00
2565	GREEN BAY PARKS REC & FORESTRY							
	I-1052878.001	GREEN BAY PARKS REC & FORESTRY	R	8/06/2013		287.60CR	068817	287.60
1237	HASTINGS AIR ENERGY CONTROL							
	I-I47578	HASTINGS AIR ENERGY CONTROL	R	8/06/2013		197.95CR	068818	197.95
0446	HAWKINS INC							
	I-3487678 RI	HAWKINS INC	R	8/06/2013		5,148.00CR	068819	5,148.00
3521	HD SUPPLY WATERWORKS LTD							
	I-B168912	HD SUPPLY WATERWORKS LTD	R	8/06/2013		8,739.89CR	068820	
	I-B193922	HD SUPPLY WATERWORKS LTD	R	8/06/2013		2,409.15CR	068820	
	I-B224986	HD SUPPLY WATERWORKS LTD	R	8/06/2013		393.00CR	068820	
	I-B237403	HD SUPPLY WATERWORKS LTD	R	8/06/2013		211.50CR	068820	
	I-B238675	HD SUPPLY WATERWORKS LTD	R	8/06/2013		151.52CR	068820	
	I-B256394	HD SUPPLY WATERWORKS LTD	R	8/06/2013		266.00CR	068820	12,171.06

PERIOD: 04068 AUG 2013 COUNCIL - 1 8-6-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6798	HERCULES POLY INC.							
	I-13-20326	HERCULES POLY INC.	R	8/06/2013		910.82CR	068821	910.82
5674	HOME TEAM SPORTS & APPAREL INC							
	I-15986	HOME TEAM SPORTS & APPAREL INC	R	8/06/2013		229.95CR	068822	
	I-16035	HOME TEAM SPORTS & APPAREL INC	R	8/06/2013		58.64CR	068822	288.59
5484	HYDRO DESIGNS INC							
	I-29713-IN	HYDRO DESIGNS INC	R	8/06/2013		969.00CR	068823	969.00
3468	ID-ACCESS							
	I-908	ID-ACCESS	R	8/06/2013		60.00CR	068824	60.00
1399	INDOFF INC							
	I-2306580	INDOFF INC	R	8/06/2013		244.19CR	068825	
	I-2307897	INDOFF INC	R	8/06/2013		152.16CR	068825	
	I-2312008	INDOFF INC	R	8/06/2013		41.45CR	068825	
	I-2313455	INDOFF INC	R	8/06/2013		185.71CR	068825	623.51
1338	JAMES E KOCKEN TRUCKING							
	I-448	JAMES E KOCKEN TRUCKING	R	8/06/2013		108.00CR	068826	108.00
0141	JEFFERSON FIRE & SAFETY INC							
	I-198058	JEFFERSON FIRE & SAFETY INC	R	8/06/2013		23.20CR	068827	23.20
1276	JX ENTERPRISES INC							
	I-D-231920027	JX ENTERPRISES INC	R	8/06/2013		11.85CR	068828	11.85
0153	LAFORCE INC							
	I-760934 RI	LAFORCE INC	R	8/06/2013		7.37CR	068829	
	I-761559 RI	LAFORCE INC	R	8/06/2013		45.00CR	068829	52.37
0154	LAMERS BUS LINES INC							
	I-431492	LAMERS BUS LINES INC	R	8/06/2013		205.33CR	068830	
	I-431493	LAMERS BUS LINES INC	R	8/06/2013		255.00CR	068830	
	I-431494	LAMERS BUS LINES INC	R	8/06/2013		170.00CR	068830	
	I-431513	LAMERS BUS LINES INC	R	8/06/2013		153.33CR	068830	
	I-432045	LAMERS BUS LINES INC	R	8/06/2013		207.72CR	068830	
	I-432055	LAMERS BUS LINES INC	R	8/06/2013		234.92CR	068830	
	I-432056	LAMERS BUS LINES INC	R	8/06/2013		237.18CR	068830	
	I-432217	LAMERS BUS LINES INC	R	8/06/2013		229.86CR	068830	1,693.34

Attachment: Vouchers (1226 : Voucher Approval.)

T: 04068 AUG 2013 COUNCIL - 1 8-6-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4617	LANGUAGE LINE SERVICES							
	I-3184586	LANGUAGE LINE SERVICES	R	8/06/2013		39.45CR	068831	39.45
0159	LEXIS NEXIS INC							
	I-1306260525	LEXIS NEXIS INC	R	8/06/2013		213.88CR	068832	213.88
0903	THE MAIL HAUS INC							
	I-134476	THE MAIL HAUS INC	R	8/06/2013		619.55CR	068833	619.55
6198	MAILFINANCE							
	I-H4106414	MAILFINANCE	R	8/06/2013		300.00CR	068834	300.00
0169	MC MONAGLE LUMBER CO INC							
	I-51924	MC MONAGLE LUMBER CO INC	R	8/06/2013		8.56CR	068835	8.56
0173	MENARDS INC							
	I-23236	MENARDS INC	R	8/06/2013		14.88CR	068836	
	I-23342	MENARDS INC	R	8/06/2013		33.89CR	068836	
	I-23695	MENARDS INC	R	8/06/2013		41.99CR	068836	
	I-23698	MENARDS INC	R	8/06/2013		103.86CR	068836	
	I-23793	MENARDS INC	R	8/06/2013		19.47CR	068836	
	I-23857	MENARDS INC	R	8/06/2013		396.00CR	068836	
	I-24213	MENARDS INC	R	8/06/2013		65.47CR	068836	
	I-24300	MENARDS INC	R	8/06/2013		78.68CR	068836	754.24
5891	MIDWEST ENGINEERING SERVICES INC							
	I-G350023-IN	MIDWEST ENGINEERING SERVICES I	R	8/06/2013		2,336.90CR	068837	2,336.90
2821	NEENAH FOUNDRY COMPANY							
	I-79386	NEENAH FOUNDRY COMPANY	R	8/06/2013		12,429.00CR	068838	12,429.00
0531	NORTHEAST AUTO PARTS INC							
	I-280668	NORTHEAST AUTO PARTS INC	R	8/06/2013		38.98CR	068839	
	I-280669	NORTHEAST AUTO PARTS INC	R	8/06/2013		7.99CR	068839	
	I-280680	NORTHEAST AUTO PARTS INC	R	8/06/2013		172.24CR	068839	
	I-280797	NORTHEAST AUTO PARTS INC	R	8/06/2013		12.99CR	068839	
	I-280916	NORTHEAST AUTO PARTS INC	R	8/06/2013		46.81CR	068839	
	I-680626	NORTHEAST AUTO PARTS INC	R	8/06/2013		15.08CR	068839	294.09
0191	NORTHEAST WI TECHNICAL COLLEGE							
	I-M3557	NORTHEAST WI TECHNICAL COLLEGE	R	8/06/2013		125.00CR	068840	125.00

PERIOD: 04068 AUG 2013 COUNCIL - 1 8-6-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1160	OFFICEMAX INC							
	I-767814	OFFICEMAX INC	R	8/06/2013		298.60CR	068841	298.60
0194	OLSON TRAILER & BODY LLC							
	I-C08647	OLSON TRAILER & BODY LLC	R	8/06/2013		17.48CR	068842	17.48
0939	ORDE SIGN & GRAPHICS							
	I-CONTRACT #2684	ORDE SIGN & GRAPHICS	R	8/06/2013		1,900.00CR	068843	1,900.00
0499	PACK AND SHIP LLC							
	I-28	PACK AND SHIP LLC	R	8/06/2013		104.95CR	068844	104.95
0202	PEPSI COLA NEW INC							
	I-119690	PEPSI COLA NEW INC	R	8/06/2013		50.40CR	068845	
	I-7030226	PEPSI COLA NEW INC	R	8/06/2013		84.72CR	068845	135.12
5469	PERFORMANCE DIESEL LLC							
	I-38712	PERFORMANCE DIESEL LLC	R	8/06/2013		3,258.07CR	068846	3,258.07
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-37781	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/06/2013		180.08CR	068847	180.08
0208	POMP'S TIRE SERVICE INC							
	I-90008881	POMP'S TIRE SERVICE INC	R	8/06/2013		193.17CR	068848	193.17
0209	POOL WORKS INC							
	I-60325-1	POOL WORKS INC	R	8/06/2013		49.00CR	068849	
	I-61057-1	POOL WORKS INC	R	8/06/2013		36.97CR	068849	
	I-61610-1	POOL WORKS INC	R	8/06/2013		29.98CR	068849	115.95
0395	PRO ONE JANITORIAL INC							
	I-85104	PRO ONE JANITORIAL INC	R	8/06/2013		992.18CR	068850	992.18
5973	RAE-COR DISTRIBUTING INC							
	I-48203	RAE-COR DISTRIBUTING INC	R	8/06/2013		184.08CR	068851	184.08
5220	RECYCLED PLASTICS INDUSTRIES INC							
	I-13086	RECYCLED PLASTICS INDUSTRIES I	R	8/06/2013		135.26CR	068852	135.26
6648	RED WING SHOE STORE							
	I-450000006185	RED WING SHOE STORE	R	8/06/2013		219.00CR	068853	219.00

T: 04068 AUG 2013 COUNCIL - 1 8-6-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0227	REINDERS INC							
	I-1444645-00	REINDERS INC	R	8/06/2013		28.94CR	068854	
	I-2616213-00	REINDERS INC	R	8/06/2013		19.77CR	068854	
	I-2617020-00	REINDERS INC	R	8/06/2013		58.10CR	068854	106.81
4776	RENIER, LISA							
	I-201307302425	RENIER, LISA	R	8/06/2013		10.85CR	068855	10.85
2548	RETTLER CORPORATION							
	I-10167	RETTLER CORPORATION	R	8/06/2013		6,200.00CR	068856	
	I-10172	RETTLER CORPORATION	R	8/06/2013		1,525.00CR	068856	
	I-10173	RETTLER CORPORATION	R	8/06/2013		1,522.50CR	068856	9,247.50
6764	RICOH AMERICAS CORP							
	I-16814828	RICOH AMERICAS CORP	R	8/06/2013		644.42CR	068857	644.42
5632	RW MANAGEMENT GROUP INC							
	I-0813-613	RW MANAGEMENT GROUP INC	R	8/06/2013		9,000.00CR	068858	9,000.00
1890	S I METALS AND SUPPLY							
	I-143774	S I METALS AND SUPPLY	R	8/06/2013		24.00CR	068859	24.00
0501	SAINT MARY'S HOSPITAL MEDICAL CNTR							
	I-12490	SAINT MARY'S HOSPITAL MEDICAL	R	8/06/2013		8.89CR	068860	8.89
0235	SAINT VINCENT HOSPITAL							
	I-35370	SAINT VINCENT HOSPITAL	R	8/06/2013		16.99CR	068861	16.99
0242	SCOTT CONSTRUCTION INC							
	I-10575MB	SCOTT CONSTRUCTION INC	R	8/06/2013		2,192.82CR	068862	2,192.82
6141	SHARPER EDGE LANDSCAPING LLC							
	I-30326	SHARPER EDGE LANDSCAPING LLC	R	8/06/2013		67.50CR	068863	
	I-30327	SHARPER EDGE LANDSCAPING LLC	R	8/06/2013		45.00CR	068863	
	I-30328	SHARPER EDGE LANDSCAPING LLC	R	8/06/2013		45.00CR	068863	
	I-30329	SHARPER EDGE LANDSCAPING LLC	R	8/06/2013		45.00CR	068863	
	I-30331	SHARPER EDGE LANDSCAPING LLC	R	8/06/2013		101.25CR	068863	
	I-30332	SHARPER EDGE LANDSCAPING LLC	R	8/06/2013		270.00CR	068863	
	I-30354	SHARPER EDGE LANDSCAPING LLC	R	8/06/2013		1,406.25CR	068863	
	I-30373	SHARPER EDGE LANDSCAPING LLC	R	8/06/2013		45.00CR	068863	
	I-30374	SHARPER EDGE LANDSCAPING LLC	R	8/06/2013		45.00CR	068863	
	I-30375	SHARPER EDGE LANDSCAPING LLC	R	8/06/2013		67.50CR	068863	
	I-30376	SHARPER EDGE LANDSCAPING LLC	R	8/06/2013		45.00CR	068863	2,182.50

PRINT: 04068 AUG 2013 COUNCIL - 1 8-6-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5221	SHELDAHL, KEVIN R							
	I-D07012013	SHELDAHL, KEVIN R	R	8/06/2013		250.00CR	068864	250.00
0248	SHOPKO CO LLC							
	I-201307302426	SHOPKO CO LLC	R	8/06/2013		94.24CR	068865	
	I-201307302427	SHOPKO CO LLC	R	8/06/2013		54.98CR	068865	149.22
0406	SIMPLEXGRINNELL INC							
	I-69090263	SIMPLEXGRINNELL INC	R	8/06/2013		434.00CR	068866	
	I-69135483	SIMPLEXGRINNELL INC	R	8/06/2013		615.00CR	068866	1,049.00
1394	PETER SMITH							
	I-201307312437	PETER SMITH	R	8/06/2013		313.76CR	068867	313.76
0251	SOAP PRODUCTS CO							
	I-39471	SOAP PRODUCTS CO	R	8/06/2013		57.00CR	068868	57.00
0252	SOUTHSIDE TIRE CO INC							
	I-3026117	SOUTHSIDE TIRE CO INC	R	8/06/2013		15.18CR	068869	15.18
6483	SPRINKLER CO INC, THE							
	I-46369	SPRINKLER CO INC, THE	R	8/06/2013		54.58CR	068870	54.58
0255	STELLPFLUG LAW SC							
	I-406-01M (207)	STELLPFLUG LAW SC	R	8/06/2013		911.84CR	068871	911.84
1326	JIM STUPKA							
	I-201307302428	JIM STUPKA	R	8/06/2013		73.65CR	068872	73.65
0258	SUPERIOR CHEMICAL CORP							
	I-33247	SUPERIOR CHEMICAL CORP	R	8/06/2013		403.03CR	068873	403.03
4842	THOMSON REUTERS							
	I-827618959	THOMSON REUTERS	R	8/06/2013		361.60CR	068874	361.60
1301	TRACE ANALYTICS INC							
	I-13-9973	TRACE ANALYTICS INC	R	8/06/2013		312.00CR	068875	312.00
5454	TRANSPORT REFRIGERATION INC							
	I-322331-100	TRANSPORT REFRIGERATION INC	R	8/06/2013		172.04CR	068876	
	I-322414-100	TRANSPORT REFRIGERATION INC	R	8/06/2013		22.37CR	068876	194.41

T: 04068 AUG 2013 COUNCIL - 1 8-6-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0272	UNIFORM SHOPPE INC							
	I-221728	UNIFORM SHOPPE INC	R	8/06/2013		349.70CR	068877	
	I-221864	UNIFORM SHOPPE INC	R	8/06/2013		167.85CR	068877	
	I-222013	UNIFORM SHOPPE INC	R	8/06/2013		247.70CR	068877	
	I-222171	UNIFORM SHOPPE INC	R	8/06/2013		173.85CR	068877	
	I-222288	UNIFORM SHOPPE INC	R	8/06/2013		55.95CR	068877	
	I-222317	UNIFORM SHOPPE INC	R	8/06/2013		74.97CR	068877	1,070.02
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6273	UNITED PARCEL SERVICE INC	R	8/06/2013		10.43CR	068878	10.43
0274	VALLEY POPCORN CO INC.							
	I-136355	VALLEY POPCORN CO INC.	R	8/06/2013		281.30CR	068879	
	I-137049	VALLEY POPCORN CO INC.	R	8/06/2013		204.65CR	068879	
	I-137322	VALLEY POPCORN CO INC.	R	8/06/2013		159.10CR	068879	645.05
3311	VINTON CONSTRUCTION CORP							
	I-13-02 (2)	VINTON CONSTRUCTION CORP	R	8/06/2013		242,619.06CR	068880	242,619.06
5892	VONBRIESEN & ROPER SC							
	I-8677	VONBRIESEN & ROPER SC	R	8/06/2013		2,730.00CR	068881	2,730.00
2467	WATER WELL SOLUTIONS SERV GRP INC							
	I-13-07-104	WATER WELL SOLUTIONS SERV GRP	R	8/06/2013		3,000.00CR	068882	3,000.00
0282	WESCO DISTRIBUTION INC							
	I-359713	WESCO DISTRIBUTION INC	R	8/06/2013		116.06CR	068883	
	I-367611	WESCO DISTRIBUTION INC	R	8/06/2013		104.26CR	068883	
	I-367613	WESCO DISTRIBUTION INC	R	8/06/2013		55.56CR	068883	275.88
2645	WI DEPT OF JUSTICE CRIME INFO BUREA							
	I-T15446	WI DEPT OF JUSTICE CRIME INFO	R	8/06/2013		300.00CR	068884	300.00
1210	WIL KIL PEST CONTROL							
	I-2285589	WIL KIL PEST CONTROL	R	8/06/2013		104.00CR	068885	104.00
6796	ZEBRA							
	I-106893	ZEBRA	R	8/06/2013		3,999.00CR	068886	3,999.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	113	0.00	396,446.34	396,446.34
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	113	0.00	396,446.34	396,446.34

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

T: 04068 AUG 2013 COUNCIL - 1 8-6-13

ADOR 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	8/2013	97,221.08CR
201	8/2013	99.54CR
207	8/2013	104.95CR
208	8/2013	452.75CR
209	8/2013	159.22CR
210	8/2013	4,247.50CR
235	8/2013	2,503.16CR
405	8/2013	266,620.62CR
601	8/2013	24,942.68CR
650	8/2013	94.84CR
ALL		396,446.34CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **August 6, 2013**

DEPARTMENT: **Planning**

FROM: **Ken Pabich**

SUBJECT: **Update on the WisDOT Surplus property request for the former bridge approach.**

ATTACHMENTS:

- Council_Update_August6_2013 (DOCX)

CITY OF DE PERE

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

August 6, 2013

To: Mayor and Members of the Common Council

From: Judy Schmidt-Lehman, City Attorney
Ken Pabich, Planning Director

Re: Update on WisDOT Property (former Bridge Approach)

On April 19th, staff provided an update of the work on the WisDOT property known as the former bridge approach property. At the request of the Council, we are providing another update on the project. Staff had requested several items from WisDOT and we have outlined the status of each item below.

1. Possible Archeological Disclosure:

   Task completed. The property has been cleared by the State Historical Society from any archeological disclosure that would need to be included on the property as an easement. Given this information and the lack of any substantial changes with the original appraisal, WisDOT has stated the existing appraisal is valid.

2. Procedure manual (or section) which defines the different types of uses that could be considered for the site. (ie transportation use and public use).

   Task completed. See attached.

3. Procedure manual (or section) which defines the process if part of the site or entire site converted from a public use to a private use.

   Incomplete. We are waiting for clarification on private uses as it relates to leasing of the property. Please note that WisDOT does not have a section that discusses the process if the site is converted to public use to private use. If and when you want to convert it to private use you would need to contact WisDOT. At that time, WisDOT would get it appraised for private use.

4. The City is requesting that a WisDOT representative attend a Council meeting that can answer questions related to the sale and specifically be able to answer questions on transportation and public use.

Attachment: Council_Update_August6_2013 (1210 : Bridge Approach)

Request completed. At the time of this writing, WisDOT did not want to attend the meeting since the information has been provided to the City. They understand there are different options being considered by the Council and they would rather only provide procedural and technical answers to the process.

5. Timeline:

   Staff has reported to WisDOT that once we have item #3 completed, that we would be bring the item to the City Council for possible action. Staff is assuming that this could occur as early as September.

If you have any questions, please feel free to contact Judy or Ken at your convenience.

Attachment: Council_Update_August6_2013 (1210 : Bridge Approach)

Public Use Documentation

Public Use: (WisDOT definition)

Departmental policy defines private sale for public use as one in which 1) the land is being conveyed to a public entity, not for profit; 2) it benefits a significant group of people (a cross section of the population, not benefiting a specific special interest group); 3) it is not to be purchased for profit by another entity (public or private), with profit not to be generated either through the sale price or its long term intended public use; 4) the land is conveyed contingent upon the public use identified and ownership remains in the name of the public entity to preserve all of the above conditions.

Almost always, the state's justification for finding mutual benefits is due to creating a public benefit to the state of Wisconsin, such as making the land available for public use, providing the public entity can document said use. A benefit in some form can be gained for the general public by privately selling to another agency. Although it may not be completely in the form of cash, the mutual benefits must be enumerated to show an equal benefit to both agencies.

If the public use designated is not transportation related, the lands shall be sold at fair market value to the governmental agency or municipality requesting the parcel which demonstrates the ability to use them to their greatest potential. Such agencies shall be offered first right to purchase these lands for fair market value, per s. 84.09(5), Wis. Stats.

Real Estate Program Manual Chapter Six: Property Management / 6.5

6.5.9.2.2 Private Sale for Transportation-Related Use

WisDOT recognizes there are situations when surplus lands are located in areas where they may be of primary interest to other governmental agencies or municipalities for transportation-related uses. For purposes of this sub-section, transportation and its related uses are those that directly support multi-modal means of transportation and their infrastructure, such as:

- Airport facilities.
- Bus stations.
- Light rail facilities.
- Local streets and highways.
- Park and ride lots.

Trails are generally considered recreational or park-related (non-transportation) unless it can be shown that they will be used for commuting or to decrease bike traffic and improve traffic safety on an existing highway. If, under its right of first refusal, a county, municipality or local school district expresses an interest in acquiring a general marketable parcel for a transportation-related use, WisDOT may offer it at less than appraised value if the requesting public body can provide a plan clearly identifying its proposed transportation-related use. Requests will be processed in the same manner as those for non-transportation related public uses, define above. The requirement of an appraisal will be at the discretion of DTSD/BTS-RE management. However, final sale approval authority is based on the parcel's appraised or estimated value.

The instrument transferring ownership must include standard restrictive clauses, including provisions limiting use of the property to the transportation use identified.

Attachment: Council_Update_August6_2013 (1210 : Bridge Approach)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 6, 2013**
DEPARTMENT:	**Administration**
FROM:	**Lawrence Delo**
SUBJECT:	**Discussion regarding status of former Claude-Allouez bridge approach site**