



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, August 4, 2015

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **August 4, 2015 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the July 21, 2015 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the License Committee on Applications for Temporary Premise Description Changes for EastWest Fest Closing Concert.
6. Recommendation from the License Committee on a request for a Special Permit Allowing Consumption of Alcoholic Beverages on Public Ways. Submitted by Definitely De Pere, Inc. For the East West Music Fest Final Concert on Sunday, August 30 from 12:00 p.m. - 5:00 p.m.
7. Recommendation from the Plan Commission to approve the CSM Application for an extraterritorial CSM for 2 lot CSM in the Town of Lawrence. Surveyor: Vande Hei.
8. Recommendation from the Board of Park Commissioners to accept \$500 donation from Brown County Community Women's Club to Community Center.
9. Recommendation from the Board of Park Commissioners to accept donation from De Pere Area Men's Club for Senior Picnic.
10. Recommendation from the Board of Park Commissioners to award the bid for Jim Martin Playground Surface to Bluemel's Maintenance Service, Inc. In the amount of \$42,402.
11. Recommendation from Historic Preservation Commission to accept Historic Preservation Sub-Grant for National Register of Historic Places Intensive Survey and Nomination - St. Norbert College.
 - A. Resolution #15-84, Authorizing Memorandum of Agreement Between the Wisconsin Historical Society and the City of De Pere for the Completion of a Historic Preservation Project.
 - B. Resolution #15-85, Approving Agreement for Consulting Services Between the City of De Pere and Timothy F. Heggland (Intensive Survey and Historic District Nomination - St. Norbert College).
12. Resolution #15-86, Authorizing the Sale and Purchase of Certain Property Between the City of De Pere and Jamie Veaser Rental LLC.

A. Recommendation from the Plan Commission to approve the CSM Application for a two lot CSM on the north west corner of American Boulevard and Southbridge Road parcel WD-L179-1. Surveyor: Mau & Associates.

13. Resolution #15-87, Authorizing Consulting Agreement with M3 Insurance Solutions, Inc.
14. Voucher Approval.
15. Operator License Applications.
16. Future Agenda Items.
17. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons

Mayor

City Administrator

Department Heads

TV, Newspaper & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

THOMAS NICK, NICKY'S LIONHEAD TAVERN & GRILL

MOHAMMAD MIRHASHEMI, GYRO KABOBS

WILLIAM LEMKE, PASQUALE'S INTERNATIONAL CAFÉ

MARY SUSAN BESAW, BUDDHA'S STILL

LUE LEE, HMONG WISCONSIN DAY SPORTS AND MUSIC FESTIVAL

MICHAELVANDE HEI

JAMIE VEESER

LAURIE OLSON

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

MEETING DATE: August 4, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the July 21, 2015 Common Council Meeting.

ATTACHMENTS:

- 7-21-2015 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, July 21, 2015

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting called to order on July 21, 2015 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the July 7, 2015 Common Council Meeting.

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

4. A Public Hearing on a Conditional Use to allow for St. Norbert College Student Housing at 620 Fourth Street.
 - A. Notice of Public Hearing. Clerk Treasurer Shana Defnet stated that the public hearing was published in the Green Bay Press Gazette on July 7, 2015.
 - B. Recommendation from the Plan Commission. Planner Sarah Wallace stated that the Plan Commission recommended approval of the conditional use.
 - C. Resolution #15-76, Authorizing and Approving a Conditional Use Permit (Parcel WD-856).

Mayor Walsh declared the public hearing open; no one wished to speak and he declared the public hearing closed and entertained a motion. Alderman Crevier stated that he will abstain from voting.

RESULT:	ADOPTED [7 TO 0]
MOVER:	Kevin Bauer, Alderman
SECONDER:	Lisa Rafferty, Alderman
AYES:	Bauer, Boyd, Donovan, Kneiszel, Lueck, Raasch, Rafferty
ABSTAIN:	Scott Crevier

5. A Public Hearing on a Conditional Use to allow for St. Norbert College Student Housing at 325 Marsh Street.

Attachment: 7-21-2015 Common Council Minutes (3759 : Approval of the Minutes of the July 21, 2015 Common Council Meeting.)

- A. Notice of Public Hearing. Clerk Treasurer Shana Defnet stated that the public hearing was published in the Green Bay Press Gazette on July 7, 2015.
- B. Recommendation from the Plan Commission. Planner Sarah Wallace stated that the Plan Commission recommended approval of the conditional use.
- C. Resolution #15-77, Authorizing and Approving a Conditional Use Permit (Parcel WD-220).

Mayor Walsh declared the public hearing open; no one wished to speak and he declared the public hearing closed and entertained a motion. Alderperson Crevier stated that he will abstain from voting.

RESULT:	ADOPTED [7 TO 0]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Donovan, Kneiszel, Lueck, Raasch, Rafferty
ABSTAIN:	Scott Crevier

- 6. Public comment upon matters not on the agenda or other announcements. None.
- 7. Recommendation from the License Committee on an Application for a Class "A" Beer/"Class A" Liquor License for Waseda Farms Market, 330 Reid St., submitted by Waseda Farms LLC, Agent: Matthew T. Lutsey, 1998 Kettle Creek Dr., De Pere, WI 54115.

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

- 8. Recommendation from the License Committee on an Application for a Class "B" Beer License for Infidelity Deli, submitted by Infidelity Deli LLC, Agent: Sean Haessly, 718 S. John St., Apt. #3, Kimberly, WI 54136.

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

- 9. Recommendation from the License Committee on scheduling an evidentiary hearing before the Common Council to consider the suspension or revocation of the Operator License issued to Trey W. Ryan.

Alderperson Bauer moved, seconded by Alderperson Boyd to schedule a hearing before the Common Council to consider the suspension or revocation of the Operator's License issued to Trey W. Ryan. Upon vote, motion carried unanimously.
- 10. Recommendation from the Finance/Personnel Committee to accept the donation of three ice making machines to the Fire Department.

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

11. Board of Public Works Recommendation to Award the Bid for Project 15-08 Manhole Repairs to Visu-sewer in the Amount of \$41,145.00.

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

12. Board of Public Works Recommendation to Reject Bids for Project 15-09 Pond and Drainage System Construction.

Public Works Director Scott Thoresen explained why the bids came in high; the size of the storm sewer made the expense much higher than anticipated.

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

13. Ordinance #15-22, Creating Chapter 31 De Pere Municipal Code Regarding Public Display of Works of Art.

Alderperson Rafferty explained that she believes the City should proceed with caution on this ordinance and that her concern is that we need to be careful about first amendment rights. City Attorney Judy Schmidt-Lehman explained that the ordinance designates the public sites for display as non-public forums and that the ordinance designates an art display committee comprised of 4 citizen members and one alderperson to determine which pieces of art are displayed. Discussion followed regarding the ordinance and concerns with the chosen art offending citizens and opening up the City to criticism from artists whose work might not be selected. City Attorney Judy Schmidt-Lehman stated she would be happy to draft a legal opinion regarding first amendment rights for the Council to review before voting on this ordinance. Discussion followed. Upon vote on the motion to approve the ordinance, the ordinance was approved 6-2 with Alderpersons Raasch and Rafferty voting nay. A second reading of the ordinance is required.

RESULT:	SECOND READING REQUIRED [6 TO 2]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck
NAYS:	Dean Raasch, Lisa Rafferty

14. Ordinance #15-23, Amending Chapter 106 De Pere Municipal Code Regarding Special Events and Fees.

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

15. Resolution #15-78, Authorizing Agreement With New Cell, LLC.

Alderperson Lueck stated that he will abstain from voting.

RESULT: ADOPTED [7 TO 0]
MOVER: Michael Donovan, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Raasch, Rafferty
ABSTAIN: Larry Lueck

16. Resolution #15-79, Authorizing Sewer Easement Agreement (WD-365 - Expera Nicolet, LLC).

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

17. Resolution #15-80, Approving Proposal/Contract Agreements for Antennas Between the City of De Pere and Dixon Engineering, Inc. (Verizon Wireless and AT&T Mobility Antenna Upgrades).

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

18. Resolution #15-81, Authorizing Agreement for Design Services Between the City of De Pere and Short Elliot Hendrickson, Inc. (Fire Station 2 Renovation).

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

19. Resolution #15-82, Authorizing Agreement for Services Between North Greenville Fitness & Cardiac Rehabilitation Clinic, Inc. And City of De Pere (Firefighter Medical Physicals).

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

20. Resolution #15-83, Authorizing Water Utility Billing Services Agreement Between the City of De Pere and the Green Bay Water Utility.

City Administrator Larry Delo explained that this is a 5-year agreement. City Finance Director Joe Zegers explained that the City will save between \$9,500 and \$10,500 per quarter with this agreement.

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

21. Voucher Approval.

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

22. Operator License Applications.

CITY OF DE PERE -July 21, 2015					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	ROSKOSKI, NICHOLAS M.	1015 MORaine WAY	GREEN BAY	WI	54302
New Operator License Applications for the 2014-2016 Licensing Period					
1	CARLSON, MACKENZIE E.	559 CAMBER LN.	PULASKI	WI	54162
2	HENSLER, JOSIAH J.	318 S. QUINCY	GREEN BAY	WI	54301
3	HERMANS, CHRISTINE M.	1260 SCHEURING RD., #4	DE PERE	WI	54115
4	HOOGLAND, AMANDA J.	2036 PREBLE AVE., APT. 4	GREEN BAY	WI	54302
5	PATEL, KALIND R.	2279 W. PERSHING ST.	APPLETON	WI	54914
6	RUDOLPH, ADAM M.	3629 S. RIDGE RD.	DE PERE	WI	54115

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

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License Applications #1-6. Upon vote, motion carried unanimously.

23. Consideration of purchase of property for industrial purposes.

Alderperson Raasch moved, seconded by Alderperson Crevier to close the meeting at 8:02 p.m. Upon roll call vote, motion carried unanimously.

Alderperson Crevier moved, seconded by Alderperson Raasch to open the meeting at 8:32 p.m. Upon roll call vote, motion carried unanimously.

24. Future Agenda Items.

City Attorney Judy Schmidt-Lehman stated that she will draft a legal memo to accompany Ordinance 15-22 before the second reading of the ordinance is presented to the Council; the second reading will like occur after the next scheduled Common Council meeting.

Alderperson Donovan requested a Southern Bridge report.

25. Adjournment. Alderperson Bauer moved, seconded by Alderperson Crevier to adjourn the meeting at 8:34 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: August 4, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on Applications for Temporary Premise Description Changes for EastWest Fest Closing Concert.

ATTACHMENTS:

- 08-04-15 LIST OF TEMP PREMISE DESCRIPTION CHANGES (PDF)

APPLICATIONS FOR TEMPORARY PREMISE DESCRIPTION CHANGES FOR EASTWEST MUSIC FEST CLOSING CONCERT

1. NICKY'S LIONHEAD TAVERN & GRILL, 331 MAIN AVE.
2. GYRO KABOBS, 337 MAIN AVE.
3. PASQUALE'S INTERNATIONAL CAFÉ, 305 MAIN AVE.
4. BUDDHA'S STILL, 305 MAIN AVE.

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

MEETING DATE: August 4, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Recommendation from the License Committee on a request for a Special Permit Allowing Consumption of Alcoholic Beverages on Public Ways. Submitted by Definitely De Pere, Inc. For the East West Music Fest Final Concert on Sunday, August 30 from 12:00 p.m. - 5:00 p.m.

ATTACHMENTS:

- EastWestMusicFest City Letter FINAL (DOCX)



320 Main Avenue, Suite 102
De Pere, WI 54115

June 26, 2015

Dear Mayor Walsh, Committee members and Alderpersons:

This year, on August 30th, we host our quasiquicentennial summer of celebration closing showcase concert for the East West Music Fest series. The outdoor concert will take place between twelve o'clock on the afternoon until five o'clock in the afternoon in the Nicolet Square parking lot.

We have included the police department in all planning meetings regarding this event thus far.

We will have live music, food and drink served during the event.

Our continued vision is that this event will bring new visitor traffic to De Pere and encourage downtown residents as well as tourists to partake in this celebratory evening closing out our summer event series.

To accomplish this we ask you to:

-Grant us a Public Street License for street consumption of alcohol at this event.

Definitely De Pere has applied for a temporary event permit to serve alcohol at this event, and five businesses on the Nicolet Square lot have applied for temporary premise changes to allow for alcohol sold at their premise to be consumed outside their venue, and in the parking lot where the event is taking place (the public parking lot known as the Nicolet Square Parking Mall located between 3rd Street, 4th Street, Reid Street, and Main Street, excluding all adjacent public sidewalks). This will allow for fluidity of traffic and be a positive economic driver for food and drink purveying businesses in the vicinity of the event.

We look forward to the success of this event and our continued partnership with the City of De Pere.

Sincerely,

Allyson Watson
Executive Director, Definitely De Pere

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

MEETING DATE: August 4, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: Recommendation from the Plan Commission to approve the CSM Application for an extraterritorial CSM for 2 lot CSM in the Town of Lawrence. Surveyor: Vande Hei.

Approved by the Plan Commission at its July 27, 2015 meeting.

ATTACHMENTS:

- PC_Staff_July27_ExtraCSM (PDF)
- DAVE MINTEN TN LAWRENCE CSM (PDF)

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 330.00
		Receipt #: 104787
		Date: 7-13-15

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) Michael D. Vande Hei	Authorized Representative	Title Land Surveyor	
Mailing Address 2696 Lost Dauphin Rod	City De Pere	State WI	ZIP Code 54115
Email Address mvandehei001@new.rr.com	Phone Number (incl. area code) 920-639-1564	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) David G. Minten	Contact Person	Title Owner	
Mailing Address 2031 Orange Lane	City De Pere	State WI	ZIP Code 54115
Email Address	Phone Number (incl. area code) 920-336-9689	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description APart of Lot 54 subdivision of Williams Grant	Parcel No. L-435
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SECTION 4: CSM Information

Existing Zoning:	Agriculture
Present Use of Parcel:	Agriculture and Residential
Proposed Use of Lots:	Agriculture and Residential

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

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.

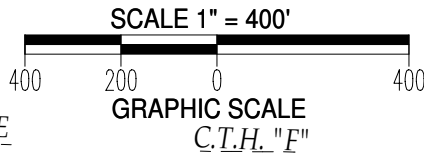
Name of Owner/Authorized Representative (please print) Michael D. Vande Hei	Title Land Surveyor	Phone Number 920-639-1564
Signature of Applicant		Date Signed

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.

CERTIFIED SURVEY MAP

PART OF LOT 54 OF THE SUBDIVISION OF WILLIAMS GRANT,
TOWN OF LAWRENCE, BROWN COUNTY WISCONSIN

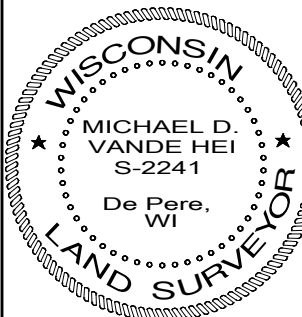


BEARINGS REFERENCED TO
THE BROWN COUNTY
COORDINATE SYSTEM NAD
83(91) THE NORTHWESTERLY
LINE OF LOT 54 OF THE
SUBDIVISION OF WILLIAMS
GRANT BEARS S89°18'48"W.

NW CORNER LOT 48
SUBDIVISION OF WILLIAMS GRANT
MAG NAIL & BROWN COUNTY WASHER

LEGEND

- COUNTY MONUMENT
MATERIAL AS NOTED
- 1 1/4" O.D. x 18" IRON
PIPE SET 1.42 LBS/FT
& ID CAP
- 1 1/4" O.D. IRON PIPE FND
- 1" O.D. IRON PIPE FND
- 1 1/4" O.D. IRON PIPE WDOT CAP &
METAL R/W POST FND
- 1 1/2" IRON PIPE FND
- COMPUTED POINT
NOTHING SET
- MAG NAIL SET



SE CORNER OF LOT 48
OF THE SUBDIVISION OF WILLIAMS GRANT
CONCRETE MON. BRASS CAP

LINE TABLE		
Id	Bearing	Distance
L1	S 52°43'52" E	490.84'
L2	S 53°55'09" W	26.02'
L3	S 38°15'53" W	104.22'
L4	S 37°47'26" W	103.88'
L5	S 37°52'13" W	103.73'
L6	S 38°30'21" W	103.66'
L7	S 37°17'28" W	30.53'

WILLIAMS GRANT DRIVE

SUBDIVISION OF WILLIAMS GRANT

LOT 52

LOT 53

LOT 54

Lot 2
24.74 acres
1077855 sq ft

DAVID G. & JO ANN
MINTEN
V 851 P 504

LOT 2 TO BE SOLD TO ADJOINING PROPERTY
OWNER DETRIE PROPERTIES INC.

Lot 1
6.55 acres
285492 sq ft

SEE SHEET 2 FOR
MORE DETAIL

NOTES:

- THE SOUTH LINE OF LOT 54 OF THE SUBDIVISION OF WILLIAMS GRANT WAS SET USING PRIOR SURVEYS IN LOT 52, LOT 53 AND LOT 54. OCCUPATION OF THE SOUTH LINE OF LOT 54 ALONG WITH SCATTERED REMAINTS OF OLD FENCE LINE AGREES WITH THE LINE SET AND PRIOR SURVEYS.

SOUTEASTERLY LINE SUBD.
OF WM. GRANT LOTS 52, 53 & 54

RIGHT-OF-WAY VARIES

MIDVALLEY DRIVE

IH 41

NE CORNER LOT 54
SUBDIVISION OF WILLIAMS GRANT
2 3/8" O.D. IRON PIPE

TRANSPORTATION PROJECT PLAT 1130-42-00
SHEET 4.87 DOCUMENT NUMBER 2596123

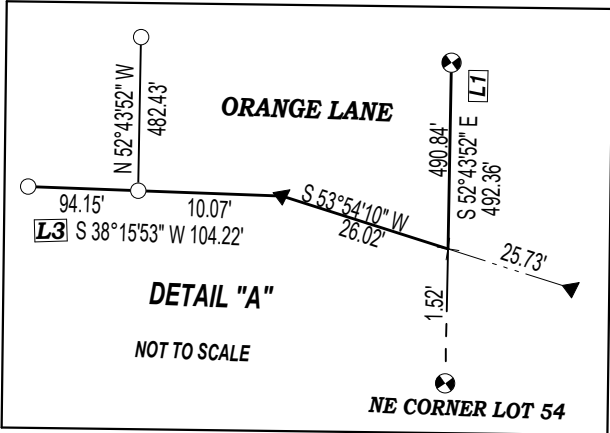
SHEET INDEX:

- SHEET 1, OVERALL LAYOUT
- SHEET 2, DETAIL OF LOT 1
- SHEET 3, ESA AREA AND SETBACKS LOT 1
- SHEET 4, ESA NOTES AND RESTRICTIVE COVENANTS
- SHEET 5, SURVEYOR'S CERTIFICATE & OWNERS CERTIFICATE
- SHEET 6, ADDITIONAL CERTIFICATES

SHEET 1 OF 6

VANDEHEI SURVEYING LLC. 920-639-1564	
JOB NO.	61505
PCS FILE:	MINTEN DAVE
PREM. DATE:	6/29/2015
FINAL	

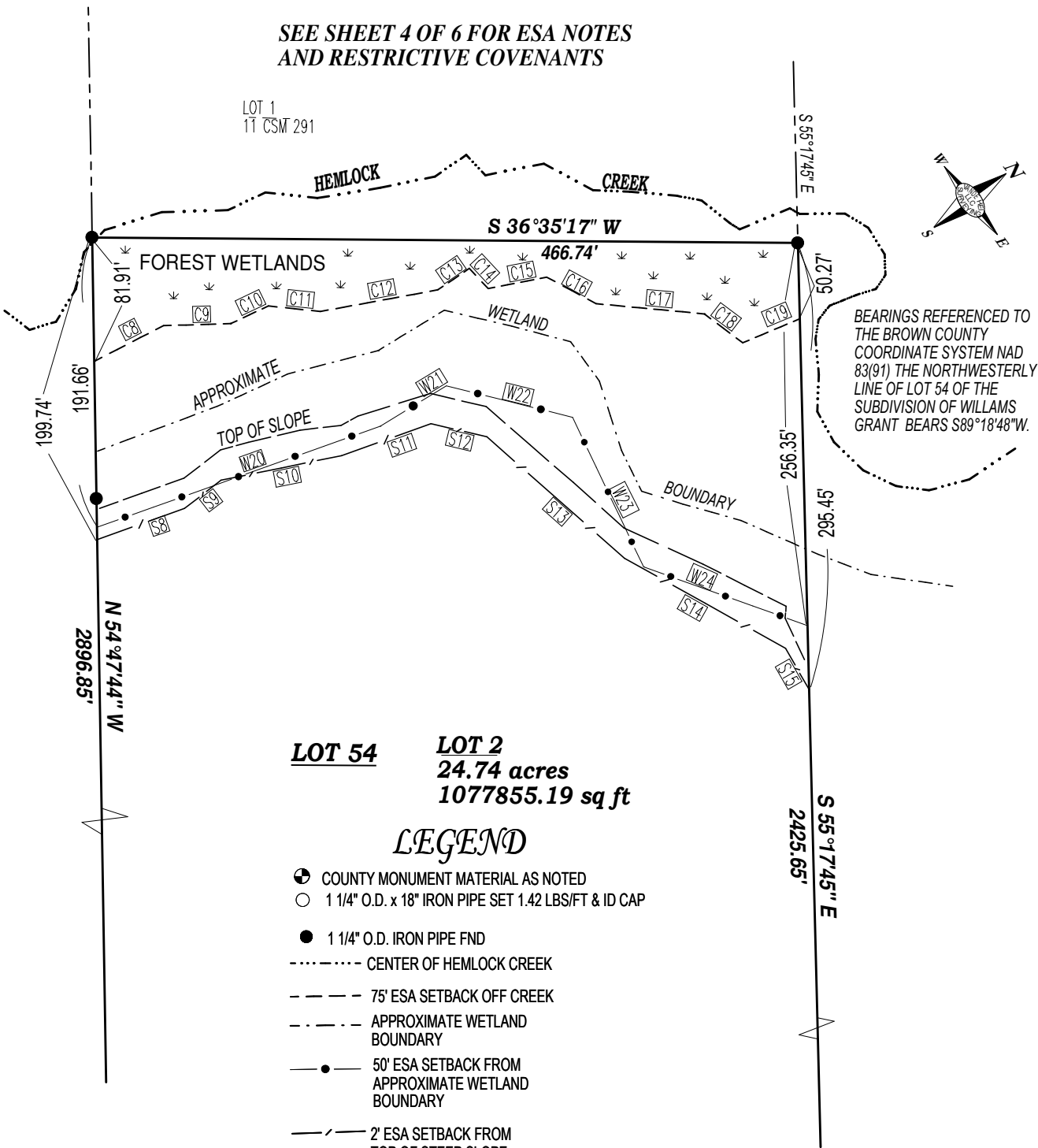
Attachment: DAVE MINTEN TN LAWRENCE CSM (3750 : Lawrence CSM_EXT)



Attachment: DAVE MINTEN TN LAWRENCE CSM (3750 : Lawrence CSM_EXT)

ESA AREAS

SEE SHEET 4 OF 6 FOR ESA NOTES
AND RESTRICTIVE COVENANTS



75' ESA CREEK SETBACK		
Id	Bearing	Distance
C8	N 8°57'11" E	51.63'
C9	N 34°27'25" E	44.37'
C10	N 10°58'47" E	27.54'
C11	N 42°17'40" E	34.52'
C12	N 25°44'27" E	79.09'
C13	N 1°43'56" E	25.09'
C14	N 82°51'38" E	18.34'
C15	N 25°02'19" E	39.42'
C16	N 64°26'25" E	36.99'
C17	N 41°31'30" E	72.07'
C18	N 73°16'06" E	31.68'
C19	N 13°25'19" E	40.97'

50' ESA SETBACK WETLANDS		
Id	Bearing	Distance
W20	N 16°29'53" E	198.98'
W21	N 4°45'18" E	51.09'
W22	N 50°08'32" E	86.07'
W23	S 79°16'45" E	109.49'
W24	N 55°49'33" E	115.13'

20' SET BACK OFF STEEP SLOPES		
Id	Bearing	Distance
S8	N 16°35'30" E	61.34'
S9	N 1°35'18" W	30.56'
S10	N 24°39'05" E	81.24'
S11	N 16°26'53" E	62.82'
S12	N 49°25'10" E	38.05'
S13	N 77°32'52" E	121.35'
S14	N 65°21'05" E	122.09'
S15	S 83°27'36" E	31.43'



RESTRICTIVE COVENANTS:

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.

NOTES:

NO DEVELOPEMENT SHALL OCCUR ON LOTS 1 & 2 UNTIL SUCH TIME THAT PUBLIC SEWER AND WATER IS AVAILABLE OR THE CONSTRUCTION OF STRUCTURES WHICH RELY UPON ONSITE SEWAGE DISPOSAL SYSTEMS FOR SANITARY WASTE DISPOSAL SHALL BE PROHIBITED ON LOTS 1 & 2 UNTIL ALL STATE, COUNTY AND MUNICIPAL REGULATIONS HAVE BEEN MET AND A SANITARY PERMIT HAS BEEN ISSUED BY THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE.

THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHOD OUTLINED IN "WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK" TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS ADOPTED A SOIL EROSION CONTROL ORDINANCE IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION OR INSTALLATION RELATED ACTIVITIES.

ESA NOTES AND RESTRICTIVE COVENANTS:

LOT 2 CONTAINS AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ES APPROXIMATE WETLANDS, ALL LAND WITHIN 50 FEET OF APPROXIMATE WETLANDS OF ANY SIZE, NAVIGABLE WATERWAYS, 75 FEET OF THE ORDINARY HIGH WATER MARK OF NAVIGABLE WATERWAYS, STEEP SLOPES OF 12% OR GREATER ASSOCIA WATER FEATURE OR BUFFER. . DEVELOPEMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTICED IN THE ESA UNLESS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOT 2 PRIOR TO A CONSTRUCTION, FILLING OR GRADING ACTIVITY WITHIN 300 FEET OF A STREAM.

NOTES:

THE WETLANDS ARE APPROXIMATE ON LOT 2 DUE TO THE LARGE SIZE OF THE LOT AND/OR THE LOCATION OF THE WETLAN SHOULD ANY DEVELOPMENT ON LOT 2 BE PROPOSED NEAR OR WITHIN THE APPROXIMATE WETLAND ESA, THE ACTUAL WE ESA BOUNDARY SHALL BE PROPERLY DELINEATED BY A CERTIFIED WETLAND DELINEATOR HIRED BY THE AFFECTED LAND

LOT 2 INCLUDES WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOU CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFI ANY DEVELOPMENT ACTIVITY.



Attachment: DAVE MINTEN TN LAWRENCE CSM (3750 : Lawrence CSM_EXT)

SURVEYOR'S CERTIFICATE:

I, MICHAEL D. VANDE HEI, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED PART OF LOT 54 OF THE SUBDIVISION OF WILLIAMS GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 54 OF THE SUBDIVISION OF WILLIAMS GRANT; THENCE S55°17'45"E ALONG THE NORTHERLY LINE OF SAID LOT 54, A DISTANCE OF 383.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S55°17'45"E ALONG SAID NORTHERLY LINE, A DISTANCE OF 2425.65 FEET TO THE CLOSING CORNER ON THE NORTHERLY LINE OF SAID LOT 54 AND RANGE LINE BETWEEN TOWNSHIP 23 NORTH, RANGE 19 EAST AND TOWNSHIP 23 NORTH, RANGE 20 EAST; THENCE S52°43'52"E ALONG THE NORTH LINE OF SAID LOT 54, A DISTANCE OF 490.84 FEET TO THE WEST LINE OF INTERSTATE 41 (FORMERLY USH 41); THENCE THE FOLLOWING SIX (6) COURSES ALONG SAID WEST LINE, S53°55'09"W, A DISTANCE OF 26.02 FEET; THENCE S38°15'53"W, A DISTANCE OF 104.22 FEET; THENCE S37°47'26"W, A DISTANCE OF 103.88 FEET; THENCE S37°52'13"W, A DISTANCE OF 103.73 FEET; THENCE S38°30'21"W, A DISTANCE OF 103.66 FEET; THENCE S37°17'28"W, A DISTANCE OF 30.53 FEET TO THE END OF SAID COURSES AND TO THE SOUTHERLY LINE OF SAID LOT 54; THENCE N54°47'44"W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 2896.85 FEET TO THE EASTERLY LINE OF LOT 1, CERTIFIED SURVEY MAP VOLUME 11 PAGE 291 OF BROWN COUNTY RECORDS; THENCE N36°35'17"E ALONG SAID EASTERLY LINE, A DISTANCE OF 466.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 31.82 ACRES MORE OR LESS INCLUDING ROAD RIGHT-OF-WAY. THE ABOVE DESCRIBED PARCEL BEING PART OF LANDS DESCRIBED IN VOLUME 851 RECORDS PAGE 504 OF BROWN COUNTY RECORDS. SAID PROPERTY SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, RESTRICTIONS, CONDITIONS AND EASEMENTS CONTAINED IN PRIOR CONVEYANCES OF RECORD.

I, ALSO HEREBY CERTIFY THAT THE MAP SHOWN HEREON WAS SURVEYED UNDER MY DIRECT SUPERVISION AND THAT IT IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY AND THE DIVISION OF THAT LAND, IT'S EXTERIOR BOUNDARIES, LOCATION OF ALL BOUNDARY FENCES, HIGHWAY CONVEYANCES, APPARENT EASEMENTS AND ENCROACHMENTS, IF ANY, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT I HAVE MADE SUCH SURVEY BY THE ORDER OF JAMES N. & NANCY L. VANDENBERG, OWNERS, AND I HAVE FULLY COMPLIED WITH SECTION 236.34 REVISED STATUTES OF WISCONSIN AND THE SUBDIVISION REGULATIONS OF BROWN COUNTY AND THE TOWN OF LAWRENCE.

MICHAEL D. VANDE HEI PLS 2241 DATE



OWNER'S CERTIFICATE:

AS OWNERS, WE CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: BROWN COUNTY PLANNING COMMISSION AND THE TOWN OF LAWRENCE.

DAVID G. MINTEN JO ANN MINTEN

STATE OF WISCONSIN
COUNTY

PERSONALLY CAME BEFORE ME THIS DAY OF , 2015,
THE ABOVE NAMED, DAVID G. MINTEN AND JO ANN MINTEN, TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, , WISCONSIN
MY COMMISSION EXPIRES .

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION:

APPROVED BY THE BROWN COUNTY PLANNING COMMISSION THIS
_____ DAY OF _____, 2015.

PETER SCHLEINZ
SENIOR PLANNER
BROWN COUNTY PLANNING COMMISSION



BROWN COUNTY TREASURER'S CERTIFICATE:

AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS
IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID SPECIAL ASSESSMENTS
AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF
THE DATE LISTED BELOW.

PAUL D. ZELLER, BROWN COUNTY TREASURER _____ DATE

CERTIFICATION OF THE TOWN OF LAWRENCE:

APPROVED BY THE TOWN OF LAWRENCE THIS _____ DAY OF _____, 2015.

JENNIFER MESSERSCHMIDT
LAWRENCE TOWN CLERK

CERTIFICATION OF THE CITY OF DE PERE:

APPROVED BY THE CITY OF DE PERE THIS _____ DAY OF _____, 2015.

SHANA DEFNET
CITY CLERK

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

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

MEETING DATE: August 4, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

The De Pere Community Center is the recipient of a \$500 Community Award donation from the Brown County Community Women's Club. Staff is seeking approval from the Board of Park Commissioners to accept this wonderful donation to help make a difference for those in need of our services.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 4, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

The Board of Park Commissioner's is recommending approval to accept a \$300.00 donation from the De Pere Area Men's Club for the Senior Citizens Picnic. This donation will be used to help cut down the costs of supplies for the picnic as well as purchase some door prizes.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 4, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to award the bid for Jim Martin Playground Surface to Bluemel's Maintenance Service, Inc. In the amount of \$42,402.

Issue: Bids were opened on July 7 for the Jim Martin Park Poured in Place Playground Surface. One bid was received:

- Bluemel's Maintenance Service, Inc \$42,402.00

Summary: After review staff recommends approval of the bid from Bluemel's for the surfacing.

The budget for the Jim Martin Playground is \$90,000. The play structure is ordered, and cost \$41,518.00. The balance of the funding will be used to install sidewalk around the play structure.

Thank you for your time and consideration in this matter and please feel free to contact me at 339-8362 should you have any questions.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 4, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

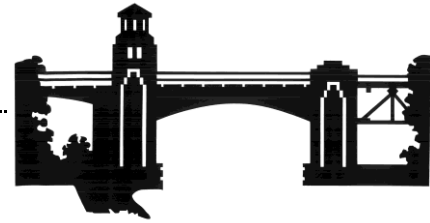
SUBJECT: Recommendation from Historic Preservation Commission to accept
Historic Preservation Sub-Grant for National Register of Historic
Places Intensive Survey and Nomination - St. Norbert College.

ATTACHMENTS:

- SNC_Memo (DOCX)

CITY OF DE PERE

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



July 9, 2015

To: Historic Preservation Commission

From: Sarah Wallace, Associate Planner

RE: Recommendation of Consultant for Request for Proposals, St. Norbert College
Nomination

The City received two proposals from our Request for Proposals that were sent out for the St. Norbert College Historic Place Nomination, per the Wisconsin Historical Society sub grant that we were awarded. Based on our review of the two proposals, of which both were excellent, we determined that Timothy F. Heggland's proposal is our recommendation for this project.

We are recommending concurrence from the Historic Preservation Commission.

The timeline of approval for the selection of the consultant and associated contract is as follows:

- Historic Preservation Commission Concurrence of Consultant July 20, 2015
- City Council Approval/Project Award August 18, 2015

The timeline for the project requires that the draft report be due no later than January 5, 2016 with the final report completed by March 8, 2016.

Please let me know if you have any comments or questions.

Attachment: SNC_Memo (3746 : Recommendation from HPC - SNC Nomination)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 4, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: A. Resolution #15-84, Authorizing Memorandum of Agreement
Between the Wisconsin Historical Society and the City of De Pere for
the Completion of a Historic Preservation Project.

ATTACHMENTS:

- Reso15-84 (DOCX)
- MOA_HPD_SNC (PDF)
- Attachment A - Work Program (PDF)

RESOLUTION #15-84

AUTHORIZING MEMORANDUM OF AGREEMENT BETWEEN
THE WISCONSIN HISTORICAL SOCIETY AND THE CITY OF DE PERE
FOR THE COMPLETION OF A HISTORIC PRESERVATION PROJECT

WHEREAS, the City Historic Preservation Commission is interested in completing a National Register of Historic Places nomination and related activities for certain properties owned by St. Norbert College; and

WHEREAS, the attached Memorandum of Agreement is necessary in order to secure an \$8,000 grant for historic preservation; and

WHEREAS, the Historic Preservation Commission has reviewed this matter and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Memorandum of Agreement between the Wisconsin Historical Society and the City of De Pere as is attached hereto.

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 4th day of August, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-84 (3761 : Resolution #15-84, Authorizing Memorandum of Agreement)

MEMORANDUM OF AGREEMENT between THE WISCONSIN HISTORICAL SOCIETY by and through THE STATE HISTORIC PRESERVATION OFFICER and the **City of De Pere for the completion of a historic preservation project identified as Project No. WI-15-019.**

THIS AGREEMENT between the State Historic Preservation Office, Wisconsin Historical Society, by and through the State Historic Preservation Officer, hereinafter called the SOCIETY and the City of De Pere hereinafter called the SUBGRANTEE, will undertake a historic preservation project to be assisted with a grant-in-aid to support the National Register of Historic Places program in Wisconsin. The program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SOCIETY and the SUBGRANTEE agree as follows:

1. **Attachments**

The SUBGRANTEE shall carry out the project as specified in this document and attachment which is incorporated into and made part of this memorandum of agreement as:

Attachment A. the project "Work Program;"

2. **Amendments** (Administration Manual, section 11)

With the exception of Progress Reports, any change to the approved work program (scope of work), products, product/activity due date(s), or budget must be submitted in writing to the SOCIETY at least 30 days prior to effecting and in accordance with the requirements in the "Administration Manual, Section 11."

Other than Progress Reports, deadlines are mandatory and extensions will only be given in unforeseen and extraordinary circumstances. Examples are death or resignation of key participant or major natural disaster; a computer "crash," however, is not an extraordinary circumstance. The SUBGRANTEE must notify the SOCIETY immediately when the extraordinary event occurs.

3. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the date of the SUBGRANTEE's state purchase order and the **project completion date, August 15, 2016**. It is not possible to extend the period of performance for this project. However, should interim project due date(s) need extension, see item 2. "Amendments."

Drafts of any publications prepared as part of this project shall be submitted by the dates specified in the "Work Program," for review and approval by the SOCIETY.

The SUBGRANTEE agrees to submit all the materials described in the "Work Program" to the SOCIETY on or before the deadlines given for the submission of specified products: failure to meet a deadline may be cause to terminate this agreement. Any Work Program activities completed **after September 30, 2016** cannot be considered an allowable cost, except for completion of the final Reimbursement Request.

The SOCIETY agrees to review all materials within 30 days of their receipt, returning any incomplete or inadequate materials to the SUBGRANTEE for revision or completion. The SOCIETY must approve that all project materials conform to the applicable Secretary of Interior's "Standards" prior to final reimbursement.

The SUBGRANTEE shall submit by September 30, 2016, the final reimbursement request, Project Completion Report, and any materials or reports that required revision after SOCIETY review.

4. Professional Supervision (Administration Manual, section 4)

The SUBGRANTEE agrees to provide and maintain a principal investigator whose professional qualifications have received prior approval of the SOCIETY, to ensure that the work conforms to the work program, and to provide the necessary standard of professional conduct required for this project under the federal program regulations.

The SOCIETY staff will maintain contact with the principal investigator and will provide necessary and reasonable amounts of training, advice or technical assistance for the successful completion of project work.

5. Contracts (Administration Manual, sections 5 and 6)

The Subgrantee agrees to:

- a. not contract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension;
- b. comply with Federal competitive procurement requirements (Administration Manual, section 5) for professional services, any sub-contracts and submit evidence of such prior to reimbursement; and
- c. submit any contracts drafted for the performance of work activities to the SOCIETY for comment and approval prior to execution.

6. **Allowable Costs** (Administration Manual, section 8)

All Project Costs are subject to the applicable principles described in Office of Management and Budget (OMB) Circulars. See our Administration Manual, Section 3-01 for the specific circulars that apply to various types of applicants/subgrantees. This section also gives the Website address for these circulars.

If the SUBGRANTEE **receives \$300,000** or more annually in **total federal funds**, it agrees to comply with the provisions of OMB Circular A-133, Single Audit Act of 1984, and to submit to the SOCIETY a copy of the audit report within 30 days of publication.

Further all project related spending must:

- a. meet federal requirements for the program;
- b. conform to the approved project budget and occur within the period of performance;
- c. be necessary and reasonable for the completion of project work; and
- d. be disassociated with "lobbying," in accordance with 18 U.S.C. 1913.

7. **Progress and Completion Reports** (Administration Manual, section 9)

The SUBGRANTEE shall submit a Progress Report by the **15th day of October 2015; January 2016; and April 2016** or until project completion is reported in the format provided by the SOCIETY. The Society may grant extensions to written or verbal requests, if justification is determined to be satisfactory.

The SUBGRANTEE shall notify the SOCIETY immediately if any situation should arise that will adversely affect the timely or successful completion of this project.

The project completion report titled "Final Project Report" shall conform to the SOCIETY requirements and be submitted by September 30, 2016.

8. **Reimbursement Requirements** (Administration Manual, section 10)

Reimbursement to the SUBGRANTEE shall be subject to receipt of funds from the National Park Service, provided reimbursement amounts are:

- contained on an acceptable reimbursement request form;
- supported by evidence of compliance with Federal competitive procurement requirements;
- supported by copies of expense plus payment records; and
- supported by evidence that all project work activities specified for the period have been completed.

9. The SOCIETY agrees to reimburse the SUBGRANTEE **100% of allowable** project costs within 60 days of the SOCIETY's receipt of an acceptable reimbursement request on the following schedule:
- a. Up to 75% of the federal award will be paid prior to project completion. The SUBGRANTEE must submit a Reimbursement Request by September 15, 2016 for all expenses incurred through August 31, 2016.
 - b. The remaining 25% of the federal award will be paid to the SUBGRANTEE after receipt of the final Reimbursement Request and Project Completion Report (see 8, above), or after all completion materials and auditable records are approved as meeting the applicable Secretary of the Interior's "Standards", which ever is later. The final reimbursement request shall be submitted by September 30, 2016 or earlier.

The SUBGRANTEE agrees to maintain all subcontractor or professional services procurement histories financial and records pertaining to the full life-cycle of the subgrant for a period of not less than five years after completion of the project. The State Legislative Audit Bureau, the SOCIETY, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to subgrant records for audit purposes.

10. **Acknowledgment of Federal Assistance** (Administration Manual, section 7)

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, and pertinent presentations that the SUBGRANTEE participates in or initiates in the required format.

11. **General Provisions**

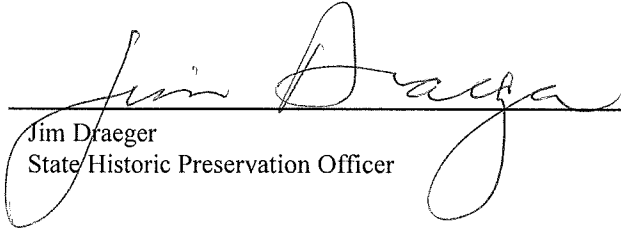
- a. **Copyrights.** Since federal funds are involved in this project, no copyright is available to any participants in the project. All material remains in the public domain and cannot be copyrighted.
- b. **Compliance with federal and state laws.** The SUBGRANTEE agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The SUBGRANTEE further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the applicable Secretary of the Interior's standards.
- c. **Title VI Compliance.** The SUBGRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 that states that no person on the grounds of race, color, marital status, religious creed or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

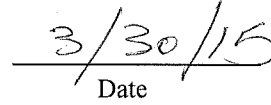
- b
- d. Civil Rights Assurance of Compliance. The SUBGRANTEE agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Subgrantee receives financial assistance from the National Park Service and hereby gives assurance that it will immediately take any measures to effectuate this agreement.
 - e. Program Income. During the period of this grant (March 1, 2015 through September 30, 2016), any income earned by a SUBGRANTEE from activities of which part or all of the cost is a direct cost shall reduce the subgrant award.
 - f. Liability. The SUBGRANTEE shall indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, and its officers, employees, and agents from, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the SUBGRANTEE in executing work under this agreement.

This AGREEMENT may be terminated before the project completion date upon thirty (30) days written notice from either the State Historic Preservation Officer or the SUBGRANTEE. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the SUBGRANTEE, the SOCIETY will reimburse the SUBGRANTEE for up to **a maximum of 100% of the eligible** costs incurred up to the termination date. Should this agreement be terminated by the SUBGRANTEE, the SOCIETY, at the discretion of the State Historic Preservation Officer, may reimburse the SUBGRANTEE for a maximum of 50% of the eligible costs incurred to the termination date or may require the SUBGRANTEE to return any or all federal funds transferred to the SUBGRANTEE by the termination date, depending upon the circumstances of the termination.

This AGREEMENT becomes effective upon signature by the parties below and upon receipt by the SUBGRANTEE of a purchase order for the contract sum from the Wisconsin Historical Society on behalf of the State Historic Preservation Officer.

By


Jim Draeger
State Historic Preservation Officer


Date

By

Michael J. Walsh-City of De Pere

Date

DE PERE ALLIS WORK PROGRAM
MEMORANDUM OF AGREEMENT

Project No. WI-15-019

Attachment A: Work Program (As of 3/30/2015)

The State Historic Preservation Office (SHPO), Wisconsin Historical Society, and the City of De Pere, hereinafter called the subgrantee, agree to the following work activities and project conditions for the completion of a National Register of Historic Places nomination and related activities for the St. Norbert's College Historic District. All components of the nomination must be submitted by August 15, 2016.

1. The consultant shall conform to and follow all requirements and guidelines detailed in the manual found on the Wisconsin Historical Society website. The "Supplementary Manual for Completing State Register and National Register of Historic Place Form in Wisconsin" is located at www.wisconsinhistory.org and search for "supplementary manual."
2. National Register Nominations. The National Register of Historic Places nomination will be prepared according to the guidelines promulgated by the National Register and in the format specified by the SHPO. The SHPO will have final approval of the scope and boundaries of the nomination prior to commencement of work. The completed nomination is due at the SHPO by August 15, 2016.

The following items must be submitted for each nomination by the project completion date. Each is more fully described in the supplementary manual.

- a. One electronic copy and one paper copy of the National Register of Historic Places Inventory-Nomination Form (10-900). The form may be found on the Wisconsin Historical Society website at www.wisconsinhistory.org and search for "supplementary manual."
- b. One electronic copy and one paper copy of a 200-300 word summary of the importance of the property.
- c. The full text of the nomination and of the summary statement on compact disk.
- d. Two commercially printed sets of digitally produced images and associated disk. Digital (TIFF) images must be produced with a digital SLR camera and the disk and prints must comply with the guidelines set forth by the National Park Service in the National Register Photographic Imaging Policy: <http://www.nps.gov/history/nr/publications/bulletins/photopolicy/index.htm> Prints must be at least 4" x 6". Photos should be labeled on back with a pencil.

DE PERE WORK PROGRAM
MEMORANDUM OF AGREEMENT
Project No. WI-15-019
Attachment A: Work Program Page 2

- e. A PowerPoint presentation that fully documents the significance and appearance of the property for the Review Board meeting. The PowerPoint presentation must be compressed to create a file of manageable size. The presentation must be submitted on a CD together with the individual original uncompressed image files. Image files must be in JPG format at a minimum resolution of 300 DPI and a minimum width of 2000 pixels on the longest side. This should result in a file size of around 7MB. The individual image files must be labeled with the AHI number and descriptive detail.
- f. Original USGS quadrangle maps as needed to identify the nominated property. The maps must be labeled in pencil as specified by the National Register and the SHPO and must include construction lines for the calculation of UTM coordinates.
- g. District maps, site plans, and/or floor plans, as needed.
- h. It is the responsibility of the consultant to provide a complete list of all current property owners as listed in the land or tax records after the nomination is scheduled for a Review Board meeting. Historic district nominations require three full sets of mailing labels submitted on Avery 5160, Avery 5161, or similar label format.
- i. One completed nomination submission checklist.
- j. An update to the Wisconsin Historic Preservation Database (WHPD) as directed in the subgrants manual. New or updated records are required for all resources in the district whether contributing or non-contributing. For information regarding the proper creation of inventory records go to www.wisconsinhistory.org and search for "survey manual." Click on "When do I need to prepare a new record" in the survey manual (p. 3). The information for the nomination resources will be entered into WHPD by the consultant. The consultant will be given free access to WHPD for one month in order to enter the nomination findings for the St. Norbert's College Historic District project only. The consultant must contact the SHPO in order to set up this special one month access.
- k. The consultant will be responsible for the presentation of the nomination to the State Historic Preservation Review Board. Any corrections or additional information required by the State Review Board or the National Park Service shall be provided by the consultant. Any costs associated with these corrections are part of this project budget.

DE PERE WORK PROGRAM
MEMORANDUM OF AGREEMENT
Project No. WI-15-019
Attachment A: Work Program Page 3

3. Acknowledgment of Federal Assistance. An acknowledgment of federal funding must be made in any publication or slide or video production resulting from this project (See Section 7 of the "Subgrants Manual.") The standard acknowledgment that must be used is stated in the manual. Press releases, speeches, and other dissemination of information by a subgrantee regarding grant-assisted projects must also acknowledge the support of the National Park Service and the Wisconsin Historical Society. Future publications, materials, or projects that result from this grant-assisted project must acknowledge the federal support.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 4, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: B. Resolution #15-85, Approving Agreement for Consulting Services Between the City of De Pere and Timothy F. Heggland (Intensive Survey and Historic District Nomination - St. Norbert College).

ATTACHMENTS:

- Reso15-85 (DOCX)
- Heggland (historic register) 7-15-119-001-13 (DOCX)
- Exhibit A - Heggland (PDF)
- Exhibit B - Heggland (PDF)

RESOLUTION #15-85

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND TIMOTHY F. HEGGLAND
(Intensive Survey and Historic District Nomination – St. Norbert College)

WHEREAS, the City is in need of consultant services for the completion of a National Register of Historic Places intensive survey and historic district nomination for certain properties owned by St. Norbert College; and

WHEREAS, Timothy F. Heggland is an historic preservation consultant capable of providing the professional assistance required and is willing to make those services available; and

WHEREAS, the Historic Preservation Commission has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Timothy F. Heggland (Intensive Survey and Historic District Nomination – St. Norbert College) as is attached hereto.

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 4th day of August, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND TIMOTHY F. HEGGLAND
(Intensive Survey and Historic District Nomination – St. Norbert College)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, (“City”), and Timothy F. Heggland, (“Consultant”).

WITNESSETH

WHEREAS, the City is in need of consultant services for the completion of a National Register of Historic Places intensive survey and historic district nomination for certain properties owned by St. Norbert College; and

WHEREAS, the Consultant is an historic preservation consultant capable of providing the professional assistance required and is willing to make those services available.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated July 2, 2015 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those consulting services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information requested by Consultant provided the same is available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder shall be completed by March 8, 2016. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in the Fee Schedule in Exhibit A. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONSULTANT/COMPLIANCE WITH STATE AND FEDERAL LAWS

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

Further, Consultant shall and hereby agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action and fair employment opportunities. Consultant further agrees to comply with all the applicable regulations, laws, ordinance and codes of the State of Wisconsin and City.

X. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XI. ASSIGNMENT

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

XII. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XIII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XIV. TERMINATION OF WORK

City or Consultant may terminate this Agreement at any time by giving at least twenty (20) days-notice in writing to the other party. If the contract is terminated as provided herein, Consultant will be paid for the time and expenses incurred up to the termination date.

XV. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

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

With a copy to:

De Pere Historic Preservation Commission
Attention: Associate Planner
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Timothy F. Heggland
6391 Hillsandwood Road
Mazomanie, WI 53560

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

TIMOTHY F. HEGGLAND

By:

Timothy F. Heggland

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2015\Heggland (historic register) 7-15-119-001-13.docx

Consulting Agreement
Timothy F. Heggland
Page 5 of 5

Attachment: Heggland (historic register) 7-15-119-001-13 (3762 : Resolution #15-85, Approving Agreement for Consulting Services)

A Request for Proposals National Register of Historic Places Nomination, St. Norbert's College – De Pere

De Pere, Wisconsin

Project: National Register of Historic Places Nomination – St. Norbert's College

Client: City of De Pere

Location: West Side of De Pere – St. Norbert's College Campus

Organization: City of De Pere

Contact Person:

Name	Sarah Wallace
Title	Associate Planner
Address	335 S. Broadway De Pere, WI 54115
Email:	swallace@mail.de-pere.org
Phone:	(920) 339-4072 ext. 1349
Fax:	(920) 339-4049

Timeline: The proposal shall be received at the above address by **July 6, 2015**. The selected firm will present the City with 8 hard copies of the final proposal as well as one electronic copy in MS Word and one in Adobe Acrobat format.

Fax or e-mail submissions **will not** be accepted.

Request for Proposals issued	June 22, 2015
Proposal Due	July 6, 2015, 4pm CDT
Firm Interviews (Phone)	July 9 and 14, 2015 (weeks of)
Historic Preservation Concurrence of Firm	July 20, 2015
Finance Committee Approval	August 11, 2015
City Council Approval/Project Awarded	August 18, 2015 (contract)
Draft Report for Review	January 5, 2016
Final Report Completed	March 8, 2016

Site Visit: Firms are free to visit the site as needed for development of the proposal.

Attachment: Exhibit A - Heggland (3762 : Resolution #15-85, Approving Agreement for Consulting Services)

I. Project Description

The City of De Pere is requesting proposals to conduct an Intensive Survey and National Register of Historic Places Nomination for St. Norbert College located in De Pere, WI. Funding for the project is from a Wisconsin Historical Society CLG Grant. All procedures and products shall comply with the Architecture-History Survey Manual provided by the Wisconsin Historical Society Division of Historic Preservation and the attached Scope of Work.

II. Proposal Requirements

Please submit proposals with a dated cover letter signed by the appropriate company official, and include the following information:

1. Company name, address, phone number, and primary project contact.
2. Names, titles, and responsibilities of individuals from your company that will be responsible for the project. Include a description of the composition of the team, listing backgrounds and work experience as it relates to the project.
3. Background experience and capabilities of your company and the project personnel.
4. List of references for projects similar in scope which your firm has prepared.
5. Appropriate fees to complete the proposed scope of work.
6. Proposed timeline to complete project.

III. Scope of Work to be Performed

The nomination will be prepared according to the guidelines promulgated by the National Register and in the format specified by the State Historic Preservation Office (SHPO). The SHPO will have final approval of the scope and boundaries of the nomination prior to commencement of work. The nomination is to be developed for the area defined (see attachment A).

The following items must be submitted for the project, each is more fully described in the supplementary manual.

1. One electronic copy and one paper copy of the National Register of Historic Places Inventory-Nomination Form (10-900). The form may be found on the Wisconsin Historical Society website at www.wisconsinhistory.org and search for "supplementary manual" or to the direct link: <http://www.wisconsinhistory.org/Content.aspx?dsNav=Ny:True,Ro:0,N:4294963828-4294963805&dsNavOnly=Ntk:All%7csupplementary+manual%7c3%7c,Ny:True,Ro:0&dsRecordDetails=R:CS4116&dsDimensionSearch=D:supplementary+manual,Dxm:All,Dxp:3&dsComponentDimensionSearch=D:supplementary+manual,Dxm:All,Dxp:3>
2. One electronic copy and one paper copy of a 200-300 word summary of the importance of the property.
3. The full text of the nomination and of the summary statement on compact disk.
4. Two commercially printed sets of digitally produced images and associated disk. Digital (TIFF) images must be produced with a digital SLR camera and the disk and prints must comply with the guidelines set forth by the National Park Service in the National Register Photographic Imaging Policy: <http://www.nps.gov/history/nr/publications/bulletins/photopolicy/index.htm> Prints must be at least 4"x6". Photos should be labeled on back with a pencil.

5. A PowerPoint presentation that fully documents the significance and appearance of the property for the Review Board Meeting. The PowerPoint presentation must be compressed to create a file of manageable size. The presentation must be submitted on a CD together with the individual original uncompressed image files. Image files must be in JPG format at a minimum resolution of 300 DPI and a minimum width of 2000 pixels on the longest side. This should result in a file size around 7MB. The individual image files must be labeled with the AHI number and descriptive detail.
6. Original USGS quadrangle maps as needed to identify the nominated property. The maps must be labeled in pencil as specified by the National Register and the SHPO and must include construction lines for the calculation of UTM coordinates.
7. District maps, site plans, and/or floor plans as needed.
8. It is the responsibility of the consultant to provide a complete list of all current property owners as listed in the land or tax records after the nomination is scheduled for a Review Board meeting. Historic district nominations require three full sets of mailing labels submitted on Avery 5160, Avery 5161, or similar label format.
9. One completed nomination submission checklist.
10. An update to the Wisconsin Historic Preservation Database (WHPD) as directed in the subgrants manual. New or updated records are required for all resources in the district whether contributing or non-contributing. For information regarding the creation of inventory records go to www.wisconsinhistory.org and search for "survey manual". Click on "When do I need to prepare a new record" in the survey manual (p.3). The information for the nomination resources will be entered into WHPD by the consultant. The consultant will be given free access to WHPD for one month in order to enter the nomination findings for the St. Norbert College Historic District project only. The consultant must contact the SHPO in order to set up this special one month access.
11. The consultant will be responsible for the presentation of the nomination to the State Historic Preservation Review Board. Any corrections or additional information required by the State Review Board or the National Park Service shall be provided by the consultant. Any costs associated with these corrections are part of this project budget.
12. Acknowledgement of Federal Assistance. An acknowledgement of federal funding must be made in any publication or slide or video production resulting from this project (see Section 7 of the "Subgrants Manual"). The standard acknowledgement that must be used is stated in the manual. Press releases, speeches, and other dissemination of information by a subgrantee regarding grant-assisted projects must also acknowledge the support of the National Park Service and the Wisconsin Historical Society. Future publications, materials, or projects that result from this grant-assisted project must acknowledge the federal support.

IV. Meetings/Design Procedure

The project will involve the below meetings. The list of meetings along with the general purpose is as follows:

1. **Area Meeting.** The purpose of this meeting will be to share information and data on the project for the area. General concepts, site constraints and specific issues known to the City will be discussed at this meeting.
2. **Historic Preservation Committee (HPC) Meeting.** Once the Draft Report is completed, the consultant will attend the HPC to review the draft Survey.

V. Compensation

Funding for the project is from a Wisconsin Historical Society CLG Grant.

VI. Proposal Selection Process and Criteria

A. Proposal Reviewers

The City of De Pere will have a selection committee that shall evaluate submitted proposals and make the final selection.

B. Evaluation Criteria

Proposals (electronic or hard copy) will be evaluated using three sets of criteria and firms meeting the mandatory criteria will have their proposals evaluated and scored for the technical qualifications and price. The following represent the principal selection criteria to be considered:

1. Mandatory Elements
 - a. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
 - b. The firm adheres to the instructions in this request.
 - c. The firm submits copies of its licenses and appropriate insurance once awarded the contract.
2. Technical Qualifications (Required with Proposal)
 - a. Demonstration of appropriate experience and qualifications of all staff, firms, and subcontractors contributing to the project.
 - b. Demonstration of sufficient past experience and performance on comparable projects. Provide a list of at least three similar projects along with contacts/references for these projects.
 - c. Provide a maximum of two pages identifying the practicality of proposed methods and approach to accomplish the goals.
3. Proposed scope of work and schedule of compensation.

C. Oral Presentations

The City of De Pere may, at its discretion, request any one or all firms to make a presentation in person. Such presentations will provide an opportunity to answer questions about the proposal. Not all firms may be asked to make a presentation. No reimbursement for such presentations will be provided.

D. Final Selection

The City of De Pere will select a firm based upon the above criteria. It is anticipated that a firm will be selected in July. Following notification of the firm selected, it is expected that a contract will be executed between both parties within 30 days.

E. Right to Reject Proposals

By responding to the RFP an individual respondent accepts the process outlined in this RFP and fully acknowledges that the final determination of the City of De Pere is binding and without appeal.

The City reserves the right to reject any and all proposals, without prejudice and/or waive any irregularities if deemed in the best interest of the City.

The City of De Pere reserves the right to accept the proposal considered most advantageous. All respondents accept this process when submitting a proposal.

VII. Attached Documentation or Resources Available

The following resources have been provided or are available to help assist interested parties understand the scope of the project:

Additional resources:

City of De Pere Website:	City Comprehensive Plan (Community Development/Planning).
Brown County Website:	County Comprehensive Plan.

Attachment I: Map of Project Area

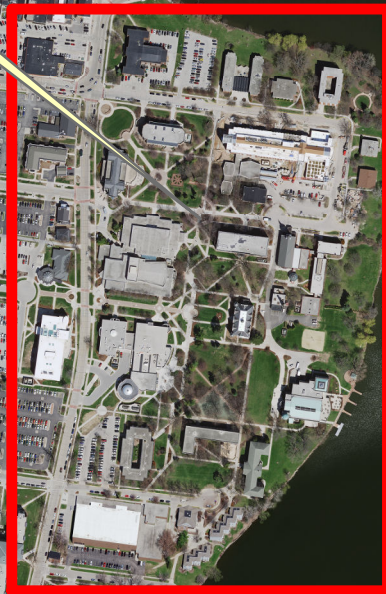
Map of the project area.

Attachment II: Fee Schedule

Fee Schedule

Appendix 1

St Norbert's College Campus



Fee Schedule:

The City of De Pere shall pay the consultants upon completion of products for each phase as described in the Work Program and standards prescribed by the Wisconsin Historical Society.

Total project cost not to exceed **\$8,000**

Payment of the above shall be made to the Consultant UPON COMPLETION OF EACH SPECIFIED TASK and after submission of an invoice(s) to the City of De Pere. Invoices shall specify the tasks performed and the work product completed. The City will then make prompt payment to consultant.

The final 25% of the project cost will be reimbursed after the completion of the project and final acceptance of the Wisconsin Historical Society.

TIMOTHY F. HEGGLAND
HISTORIC PRESERVATION CONSULTANT
6391 HILLSANDWOODS ROAD
MAZOMANIE, WISCONSIN 53560
Phone (608) 795-2650
Fax (608) 795-2652

July 2, 2015

Ms. Sarah Wallace
Associate Planner
City of De Pere
335 South Broadway
De Pere, WI 54115

Dear Ms. Wallace:

Thank you for requesting a proposal for the completion of National Register of Historic Places (NRHP) intensive survey and historic district nomination for the St. Norbert College Campus in De Pere. I would be honored to be chosen as your consultant for this project. I am enclosing a copy of my resume with this letter and as you will see, I have been an historic preservation consultant in Wisconsin since 1979 and have successfully undertaken projects of many kinds since then. Among them I would just mention in particular the Intensive Survey of the City of De Pere, for which I acted as the Principal Investigator. This survey was completed in 2001 and the historic district for which you are seeking proposals was first identified as part of that survey. In addition, I also subsequently authored accepted NRHP nominations for the N. Michigan Street-N. Superior Street Historic District, the Randall Avenue Historic District, the Main Avenue Historic District, the South Broadway Historic District, the Union House, the De Pere Public Library, the Julius Krause Store Building, the John Beaten Store Building, the Gutnecht House, the Heyrman House, the Gretzinger House, the Steckart & Falck Double Block, and most recently, the Nicolet High School, all located in De Pere. Thus, I believe you can feel confident about my ability to successfully undertake and complete the projects that are the subject of your RFP.

The potentially eligible St. Norbert College Historic District that was identified in my 2001 Intensive Survey of De Pere is now 14 years old. Consequently, a resurvey of the campus should be undertaken in order to see if the proposed 2001 St. Norbert Campus historic district boundary should be expanded. This would mean surveying some 16 additional buildings on the campus that were built between 1889 and 1975 for their potential inclusion in such a district. Once this resurvey is completed, the results would then be shared with the College and with the State Historic Preservation Office (SHPO) in Madison. If the SHPO then determines that the original district boundaries should be expanded, the resulting district would be the one that is the subject of your RFP.

Because I have done so much work in De Pere already, most recently for St. Norbert College itself, some of the research and some of the writing for this historic district nomination has already been done, resulting in a significant savings that I can pass on to the City. My proposal is for the necessary resurvey of the campus and for the completed historic district NRHP nomination, the final copy of which would be submitted to you on or before March 8, 2016. The total fixed, not-to-exceed cost for the nomination will be \$7000.00 and for this you will receive all the products specified in your Scope of Work, including, but not limited to: the completed NRHP nomination form; a copy of the nomination on computer disc, color digital photos; a USGS map and a district map, all of which will be in conformance with NRHP and SHPO guidelines. In addition, this fee will also cover my participation in the two public meetings that the SHPO will hold, the presentation of the nomination to the State Historic Preservation Review Board, and any other meetings you may deem necessary.

July 2, 2015

Page two

I would be the sole person responsible for completing the nomination, which work would begin upon the signing of the contract, and I state here that I have no conflict of interest with regard to any other work that I have previously performed for the City. The first step after the signing would be to revisit the St. Norbert College Campus and compile information on additional campus buildings that were built after 1951, much of which is already readily accessible in St. Norbert College publications. The campus would then be visited in the company of Ms. Daina Penkiunas of the SHPO in order to see if the district boundaries that were approved in 2001 are still satisfactory. If these boundaries remain the same or if they are reduced, then the only changes would be to the district map. Should the boundaries be expanded, however, more site-specific research will have to be done on the newly included buildings and changes would also have to be made to the district map as well.

Shortly after the boundaries have been fixed is also a good time for the first of the two mandated public meetings to take place. Usually, the first of these public meetings is held at the beginning of the project (but only after the boundaries have been finalized), and a representative of the SHPO and your consultant are typically the principal speakers. This is then followed by a second meeting that takes place after the nomination has been completed and it is a federally mandated meeting that must take place at least thirty days before the nomination is presented to the State Historic Preservation Review Board. Of the two meetings, the first one is usually by far the more important because it offers the nomination sponsor (the City of De Pere) its best chance of getting all the property owners in the district in favor of moving forward with the process. In this case, however, because the only owner is the College itself, the format of these meetings may be different and the need for public announcements may be unnecessary. In addition to these two mandated meetings I would also be happy to attend any others that would benefit the district as well.

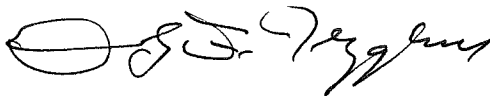
In between these two meetings, additional research on the buildings in the district would be undertaken, which would include historic newspaper research, research in the College's own archives, and also in the archives of Berners-Schober in Green Bay, which firm designed many of the College's buildings. Color digital photos of the district would be completed in the fall of 2015 to take advantage of the lack of snow and foliage, and the writing of the nomination would happen in January and February of 2016.

Most of the expense will be time spent in research and writing, which will be undertaken at my usual rate of \$30.00 per hour. All the items specified in your RFP under the Project Scope of Works will be completed and the Schedule included in the RFP is also acceptable as well.

In closing I would just like to state that I am really glad to see that the City is acting on nominating this fine group of buildings to the NRHP. My previous work experience in De Pere has been some of the most enjoyable and satisfying of my professional life and it would be a real pleasure to continue this work. So, thank you again for your RFP. If anything in this proposal needs clarification or if you need more information, please let me know. You can also reach me by e-mail as well; my address is:

tim.heggland@juno.com.

Most cordially yours,



Timothy F. Heggland

enclosures

Proposed Scope of Work for St. Norbert College Historic District Intensive Survey and Historic District Nomination

The Scope of Work to be performed for this project has been set forth in your RFP and my proposal would complete all the individual items mentioned on pages 2-3 of the RFP, these items being the same as those that are required for every National Register nomination submitted to the Wisconsin SHPO. Work would begin after the signing of the contract and the first task would be to compile a list of all the campus buildings that were built between 1951 and 1975, a task made easier by having access to the St. Norbert College Buildings Centennial Edition booklet, printed by the College in 1998. A site visit to the campus would then follow, the purpose of which would be to obtain additional information about these buildings, including the making of an assessment as to their degree of integrity and the extent to which they have been modified or added onto since the 1998 booklet was published. This visit would happen in early August and the results would then be compiled in preparation for a second site visit soon thereafter in the company of Daina Penkiunas, the Deputy State Historic Preservation Officer, who has the final say on historic district boundaries.

After Ms. Penkiunas has established where the historic district boundaries will be, the intensive survey of the campus will be complete, a new historic district map will be prepared, the first public meeting can be held, and work on the National Register nomination can then begin. Also, at this point, a request for compensation in the amount of \$2,000.00 will be submitted for payment of work associated with the Intensive Survey.

Subsequent visits to the site will be made as necessary in order to obtain information about the College and the buildings in the district, and the necessary photos of the district's buildings will be taken late in the fall of 2015. After the necessary research has been completed, work on the writing of the nomination itself will begin, probably in January and February of 2016, and the completed nomination will then be submitted to the SHPO on or before March 8, 2016, at which time a request for additional compensation in the amount of \$5,000.00 will be submitted for payment of work associated with the production of the nomination.

Once the nomination has been submitted, some time will elapse before the SHPO completes a technical review of the nomination. The SHPO will then place the nomination on the agenda of the State Historic Preservation Review Board and once that date is confirmed, the second public meeting can be held. The nomination will then be presented to the Review Board and its acceptance will mark the completion of the project.

St. Norbert College Historic District Proposal

References:

Mr. John Decker
Evansville Historic Preservation Commission
Evansville City Hall
31 South Madison St.
P.O. Box 76
Evansville, WI 53536
(608) 882-5528

Mr. Joseph R. Carroll
Director
Community Planning and Development
City of Platteville
75 North Bonson street
Platteville, WI 53818-0780
(608) 348-9741 (ext.2235)

Mr. Brian Standing
Senior Planner
Dane County Planning & Development
Room 116
City-County Building
Madison, WI 53709
(608) 267-4115

Mr. Michael Ostrowski
Director
Community Development Department
City of Stevens Point
1515 Strong's Ave.
Stevens Point, WI 54481
(715) 346-1567

Ms. Amy Scanlon
Department of Planning and Community Development
City of Madison
215 Martin Luther King Blvd.
Madison, WI 53701-2985
(608) 266-6552

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 4, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-86, Authorizing the Sale and Purchase of Certain Property Between the City of De Pere and Jamie Veeseer Rental LLC.

ATTACHMENTS:

- Reso15-86 (DOCX)
- Veeseer - Sale & Development 7-15-176-001-15 (DOCX)
- Exhibit A - Veeseer (PDF)
- Veeseer Memo to CC - 7-30-15 (PDF)
- Veeseer - Committee Staff Memos (PDF)

RESOLUTION #15-86

AUTHORIZING AGREEMENT REGARDING THE SALE AND
PURCHASE OF CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND JAMIE VEESER RENTAL LLC

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

WHEREAS, Jamie Veaser Rental LLC (“Developer”) desires to enter into an agreement to purchase an approximate 1.53 acre parcel (part of Parcel WD-L179-1) for the purpose of constructing a manufacturing facility thereon ; and

WHEREAS, Developer’s ability to construct the manufacturing facility is contingent upon the City’s providing financial and other assistance to Developer on the terms set forth in the attached Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and Jamie Veaser Rental LLC; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into the Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and Jamie Veaser Rental LLC as is attached hereto.

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 4th day of August, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

**AGREEMENT REGARDING THE SALE AND PURCHASE OF CERTAIN PROPERTY
BETWEEN THE CITY OF DE PERE AND JAMIE VEESER RENTAL LLC**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and Jamie Veaser Rental LLC, a Wisconsin limited liability company (“Developer”).

RECITATIONS

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

WHEREAS, Developer desires to enter into an agreement to purchase an approximate 1.53 acre parcel (part of Parcel WD-L179-1) for the purpose of constructing a manufacturing facility thereon (the “Building Development”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 6 in 1998 (the “District”) and adopted a Project Plan (the “Project Plan”) for the District authorizing the expenditure of funds within the District; and

WHEREAS, the District will statutorily terminate on December 31, 2020 unless extended by the City under Wis. Stats. §66.1105(6)(g) for a period of one year; and

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

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

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

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

I. PURCHASE OF REAL ESTATE.

Developer agrees to purchase, and City agrees to sell the following described property (hereinafter referred to as the Fee Parcel):

Part of Lot 1, Volume 47, Certified Survey Maps, Page 64, Map No. 6967, Document No. 2086618, Brown County Records, being part of the Northwest 1/4 of the Northwest 1/4 of Section 5, T22N-R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Beginning at the Southwest corner of Lot 1, Volume 47, Certified Survey Maps, Page 64, Map No. 6967, Document No. 2086618, Brown County Records; thence N77°38'45"E, 361.99 feet along the North right of way of Southbridge Road; thence 17.80 feet along said North right of way being the arc of a 12.00 foot radius curve to the left whose long chord bears N35°08'56"E, 16.21 feet; thence N7°20'56"W, 149.13 feet along the West right of way of American Boulevard; thence S86°06'49"W, 342.91 feet; thence S0°27'44"W, 215.38 feet to the point of beginning and updated to Volume _____, Certified Survey Maps page _____, Brown County Map No. _____, after recording of the Certified Survey Map.

as depicted on the map attached and incorporated as Exhibit A.

A. Purchase Price. The purchase price for the Fee Parcel shall be Thirty Thousand and no/100 Dollars (\$30,000) per acre, for a total purchase price of Forty-Five Thousand Nine Hundred and no/100 Dollars (\$45,900). The parties acknowledge that the purchase price for similarly situated Business Park property is customarily \$35,000 per acre and that the \$30,000 per acre selling price contained herein represents a Tax Increment Financing incentive to Developer of \$7,650 toward its purchase of the Fee Parcel.

B. Municipal Improvements and Utilities. The purchase price for the Fee Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water, and by the following private utility improvements:

electric and natural gas and services. All such improvements and utilities shall be available from and located in and along the entire length of the City right-of-way and applicable utilities easements along American Boulevard. Should it be determined that the sanitary sewer lateral serving the Fee Parcel is at a depth greater than 15', City shall extend a new lateral to the Fee Parcel at a depth of 15'.

The purchase price is not intended to and does not cover extension of the municipal improvements or private utilities from their location in City right-of-way onto the Fee Parcel.

C. Earnest Money. City acknowledges the receipt of earnest money from Developer in the amount of \$500. Such earnest money shall be credited against the purchase price upon closing on the property. Should the property sale fail to close for reasons not attributable to the City, the earnest money shall be forfeited to City.

II. CLOSING PROCEDURE.

A. Evidence of Title/Title Defects. The City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least five (5) days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall cause, at its cost and expense, satisfy all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such

defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

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

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

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

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

E. Closing Date. Closing shall take place on or before December 31, 2015, at De Pere City Hall unless the parties agree otherwise in writing.

III. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase II Environmental Audit of the Fee Parcel completed by Robert E. Lee & Associates. Except as provided, discussed or disclosed in such report, the City represents as follows:

1. Use of Property. Since City acquired title to the Fee Parcel, no portion of the Fee Parcel has ever been used by City:
 - a. In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.
 - b. For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.
 - c. For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.
 - d. For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.
 - e. For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.
 - f. For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

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

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

4. **Compliance with federal, state, or local environmental laws.** The current use of the Fee Parcel is in compliance with all federal, state, county, and municipal laws and regulations.

B. Flood Plain or Wetlands. The City has not undertaken and under this Agreement is not obligated to undertake, a wetland delineation study of the Fee Parcel.

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

V. CITY OBLIGATIONS

A. Development Grants.

1. The City agrees to make two grants (collectively, the "Project Grant," and individually, a "Project Grant") to defray the costs of the Building Development. The aggregate amount of the Project Grants shall be \$75,000, which shall be paid on the

following schedule:

- a. The first Project Grant in the amount of \$37,500 shall be payable not more than fifteen (15) days after approval of the completed footings and foundation by the Building Inspection Department.
- b. The second Project Grant in the amount of \$37,500 shall be payable not more than fifteen (15) days after the issuance of the certificate of occupancy for the Building.

2. The aggregate amount of the Project Grants is premised upon the completed Building Development having an Assessed Value equal to the Guaranteed Value for real property tax purposes of not less than \$ 500,000 as of January 1, 2017. If the Assessed Value of the Building Development as of such date is less than the Guaranteed Value, Developer and its successors and assigns, agrees to make payment to City in lieu of taxes as provided in Section VI.B. below.

VI. DEVELOPER OBLIGATIONS

A. Construction

1. **Site Plan.** Developer shall submit a site plan to the City Plan Commission within six (6) months of closing on the property sale, showing all improvements, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site subject for City's review. Developer shall construct all improvements in substantial compliance with the Site Plan and any reasonable conditions imposed thereon at the discretion of the City on the Site Plan.

2. **Developer to Substantially Complete.** Developer shall substantially develop the building and improvements on the property in accordance with the plan submitted to the City so that the Building Development is substantially complete on or before January 1, 2017. Substantially complete as used in this Agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this Agreement such that a certificate of occupancy has been issued by the City Building Inspection Department.

3. **Failure to Submit Site Plan or Substantially Complete.** If, in the reasonable discretion of City, Developer has not complied with the provisions of paragraph 2, above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not substantially completed the Building Development in compliance with the site plan, City may repurchase the property for the price actually paid for the property less any real property taxes due or liens or judgments of record. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the Fee Parcel as a result or consequence of Developer's ownership or construction efforts thereon. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

4. **Repurchase Closing.** Closing for repurchase as contemplated in Section VI.A.3. above, shall occur not less than sixty (60) days from the date of termination of the notice referred to therein, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

5. **Return of Project Grants.** Developer agrees to and obligates itself and its successors and assigns to repay all Project Grants received from City should it fail to complete construction of the Building Project in accordance with the Plan Commission approved site plan on or before on or before January 1, 2017, unless otherwise agreed by the parties in writing. Upon repayment in full of the Project Grant, plus interest at the statutory rate from the date the Project Grant was made to the date repaid, the obligations found in paragraphs B, C, and D below shall become null and void.

B. Guarantee of Value. Developer warrants that as of January 1, 2017, and for the life of the District, the value of the Building Development shall not be less than \$500,000. Developer, for itself, its successors and assigns, agrees that should the Assessed Value in 2017 be less than the Guaranteed Value, it will make a payment in lieu of tax to City (the “Deficit Payment”) equal to the difference in taxes to be collected due to the shortfall in the Guaranteed Value. Such Deficit Payment shall be determined as follows:

1. The amount of the Deficit Payment shall be determined by subtracting the Assessed Value from the Guaranteed Value. That number shall be multiplied by the mil-

rate for all taxing jurisdictions established for that tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it was due.

2. If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.

3. Developers obligations to make the Deficit Payment shall cease upon the termination of the District.

C. Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the Assessed Value of the Building Development below the value at which the Building Development is assessed as of January 1, 2017.

D. For the duration of the life of the District, which Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Fee Property to an entity whereby such sale or lease would cause such portion of the Fee Parcel to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Fee Parcel during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Fee Parcel or any portion thereof to become tax exempt. Should the Building Development nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that payment in lieu of tax shall then be made by the owner of the Fee Parcel in accordance with the process set out above.

VII. DEFAULT PROVISIONS.

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

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

VIII. MISCELLANEOUS.

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Fee Parcel as applicable. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Developer may assign this agreement in its entirety only upon written notice of Assignment to City, including acknowledgement by the assignee of the obligations contained in this agreement and City's consent to the same.

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

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

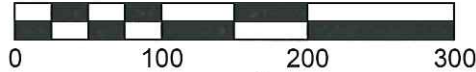
1. If to Developer: Jamie Veaser
c/o Machine+ LLC
2701 Larsen Road
Green Bay, WI 54313
 2. If to City: City of De Pere
City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115
- With a copy to: City of De Pere
City Administrator
335 South Broadway Street
De Pere, WI 54115

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

Packet Pg. 71

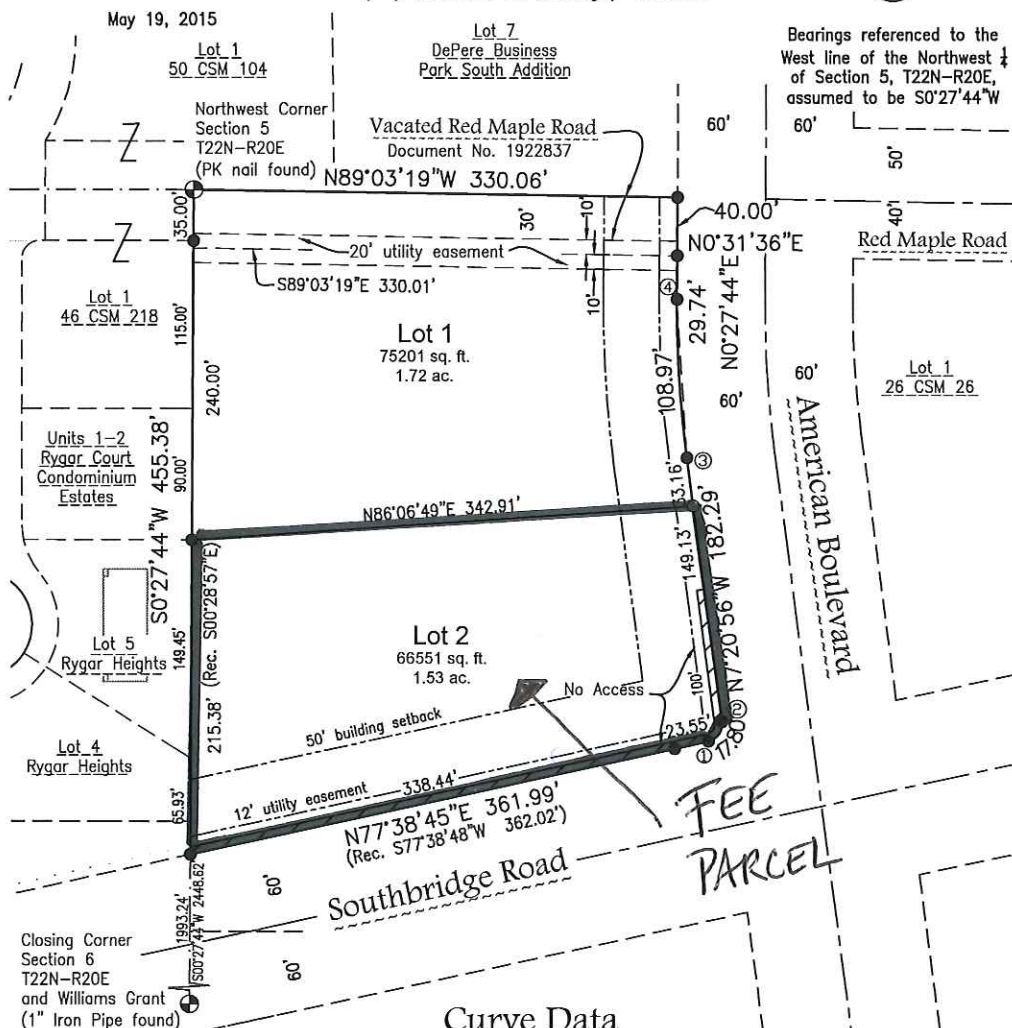
Certified Survey Map

All of Lot 1, Volume 47, Certified Survey Maps, Page 64, Map No. 6967, Document No. 2086618, Brown County Records, being part of the Northwest 1/4 of the Northwest 1/4 of Section 5, T22N-R20E, City of DePere, Brown County, Wisconsin.



Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument - type noted
- () recorded as bearing / distance



Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE
1-2	17.80	12.00	16.21	N35°08'56"E	84°59'44"
3-4	108.97	799.30	108.97	N3°26'36"W	7°48'40"

Scale: 1" = 100'

Client: City of DePere
Tax Parcel: WD-L179-1
Drafted By: MRA
File: H-8602CSM 051815.dwg

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Sheet One of Three
Project No.: H-8602
Drawing No.: L-9230

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney 
RE: Sale/Purchase Agreement with Jamie Veesser Rental LLC
Date: July 30, 2015

The sale of this parcel to Jamie Veesser Rental LLC was approved by the Finance/Personnel Committee in May 2015. At the time of that Committee review, the exact entity that would purchase the property had not been determined. The LLC that will own the property was created by the business owner of Machine Plus, which will occupy the building.

The Certified Survey Map was likewise approved by the Plan Commission in May 2015.

Attached are copies of the staff memos that accompanied this project to the Plan Commission and Finance/Personnel Committee.

JSL:jld

Attachment

H:\jdupont\Memos\2015\Mayor & CC-Veesser property 7-30-15.docx

CITY OF DE PERE

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



May 12, 2015

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Sale of Parcel WD-L179-1

Mark Soderlund, on behalf of PEDs LLC, has submitted a letter to purchase part of parcel WD-L179-1 which is located on Scheuring Road (see map below). The property would be for the future location of Machine Plus which is a new business coming from the Advance business incubator program.



Figure 1. City property highlighted.

The City asking price for the property is \$35,000 per acre and the suggested purchase price is for \$30,000 per acre. The exact price will be determined once the CSM is completed but it will be approximately 1.5 acres. The other contingencies in the offer are:

1. A development grant for 15% of the total guaranteed project value.
2. The City would complete the necessary CSM for the land division.
3. Phase I and II Environmental Assessment of the property be provided.

Staff feels that the asking price and contingencies are acceptable. Staff is looking for approval from the Finance Committee to complete the CSM, sale agreement and obtain Council approval.

Recommendation

Staff would recommend the Finance Committee authorize staff to negotiate the terms of the development agreement and the appropriate sale documents.

May 4, 2015

Ken Pabich
City of De Pere
335 S Broadway
De Pere, WI 54115

Mr Pabich;

PEDs LLC would like to purchase approximately one half of WD-L179-1 (please see Exhibit 1). The parcel is currently undeveloped and will be the future home of Machine Plus. Machine Plus is a great new business which is currently operating in the Advance Business Center. Machine Plus feels that this is a great location with the ability to grow for the future. PEDS LLC (or assigned) would own the property and lease it to Machine Plus with a future option to purchase.

The offer to purchase would include the following contingencies:

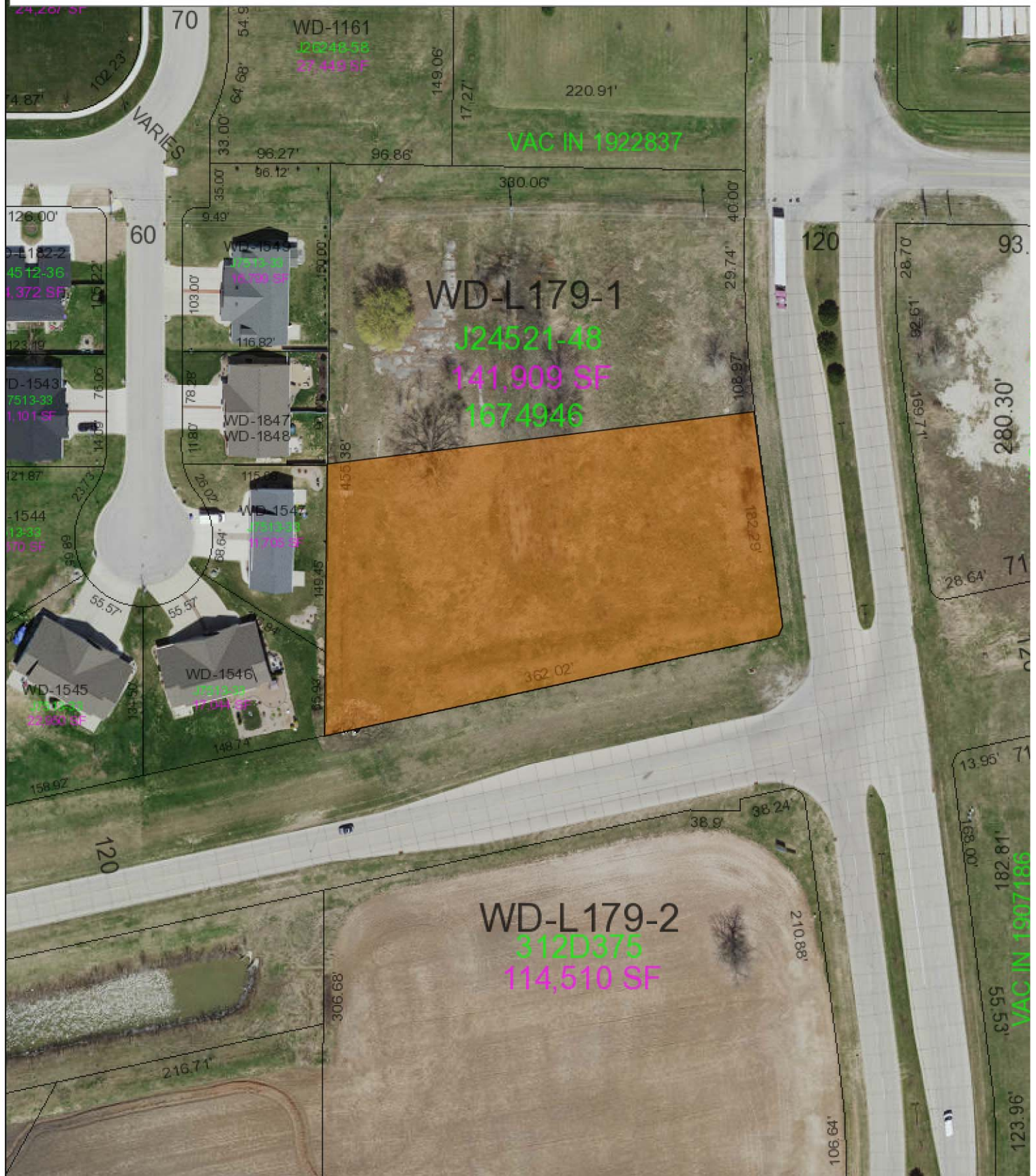
1. Purchase price would be \$30,000 per acre. The exact price would be determined after a survey is completed.
2. A development grant for 15% of the total value of the site.
3. The City would complete the necessary CSM for the land division.
4. Phase I and II Environmental Assessment of the property be provided.

I am looking forward to working with the City of De Pere.

Regards



Mark Soderlund



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

05/04/2015

Packet Pg. 76

City of De Pere
Staff Comments

Plan Commission
May 26, 2015

Item #8: Review the CSM Application for a two lot CSM on the north west corner of American Boulevard and Southbridge Road parcel WD-L179-1. Surveyor: Mau & Associates.*

WD-L179-1 is being divided into two lots. Lot 1 is 1.72 acres and lot 2 is 1.53 acres. Lot 1 will be the future home of Machine Plus and lot 2 will continue to be marketed by the City. Access for both lots will be provided from American Boulevard.



Figure 1. Location of proposed CSM.

Recommendation

Staff would recommend approval of the CSM, and that the CSM be forwarded to the Common Council for approval.



CITY OF DE PERE

**APPLICATION FOR
CSM REVIEW**

Fee: \$ 300.00

Receipt #: _____

Date: 5-23-2015

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: City of De Pere - Ken Pabich

Mailing Address: 335 S Broadway De Pere, WI 54115

Phone: 339-4043 Fax #: _____

Email: kpabich@mail.de-pere.org

I hereby appoint the following as my agent for purposes of this application:

Agent:

Name: Mau & Associates - Steve Bieda

Mailing Address: 400 Security Blvd Green Bay, WI 54313

Phone: 920-434-9670 Fax #: 920-434-9672

Email: sbieda@mau-associates.com

B. Property Information

Address/Location of Property: 1400 Block Southbridge Road, Section 5, T22N-R20E

Parcel #: WD-L179-1

NOTE: Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

Owner Signature

Date

Ken Pabich, City of De Pere

Agent Signature

Date

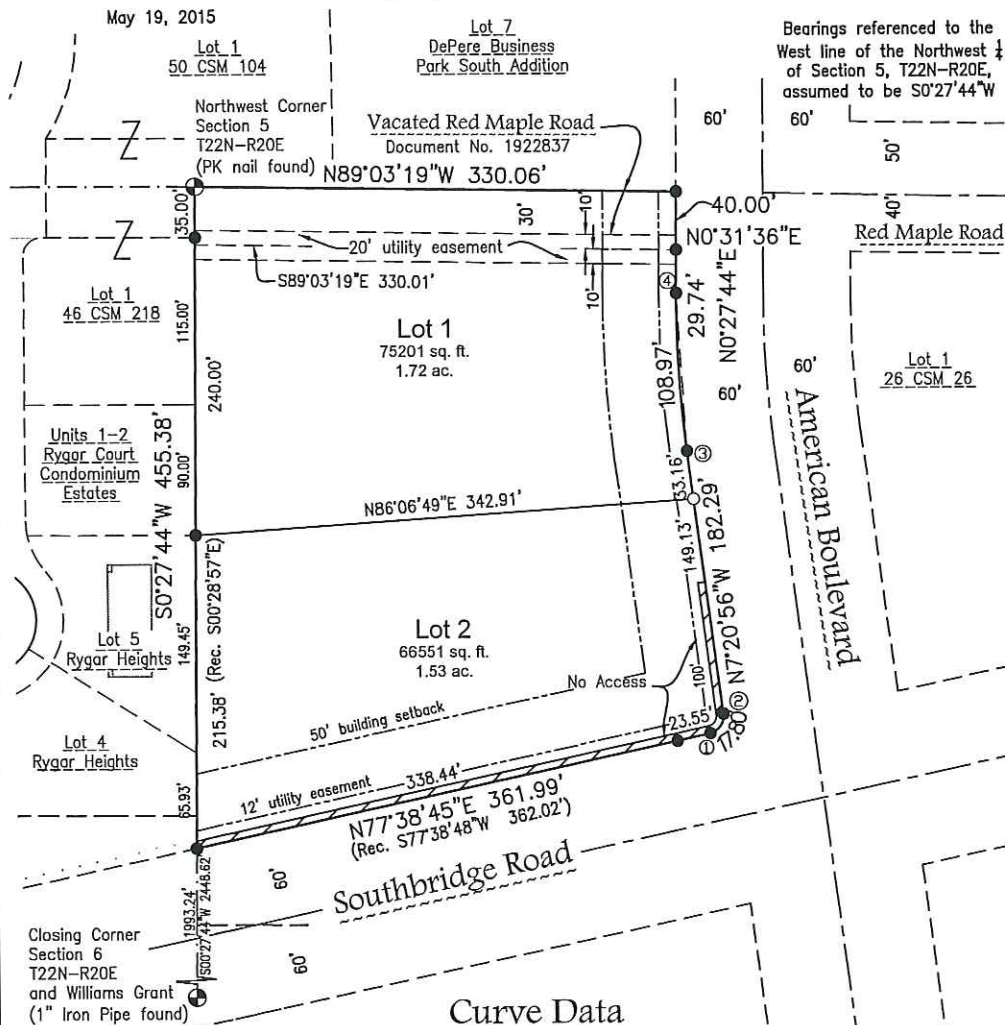
Certified Survey Map

All of Lot 1, Volume 47, Certified Survey Maps, Page 64, Map No. 6967, Document No. 2086618, Brown County Records, being part of the Northwest 1/4 of the Northwest 1/4 of Section 5, T22N-R20E, City of DePere, Brown County, Wisconsin.



Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument - type noted
- () recorded as bearing / distance



CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE
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Scale: 1" = 100'

Client: City of DePere
Tax Parcel: WD-L179-1
Drafted By: MRA
File: H-8602CSM 051815.dwg

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Sheet One of Three
Project No.: H-8602
Drawing No.: L-9230

OWNER'S CERTIFICATE

As Owners, we hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented hereon. We also certify that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

CITY OF DE PERE, WISCONSIN

DE PERE REDEVELOPMENT AUTHORITY

Michael Walsh Mayor_____
Ted Penn

Attest: _____

Shana L. Defnet
Clerk-Treasurer

Personally came before me this ____ day of _____, 20____, the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

CERTIFICATE OF THE CITY OF DE PERE

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

Ken Pabich
Director of Planning

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

Sheet Three of Three
Project No.: H-8602
Drawing No.: L-9230

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped All of Lot 1, Volume 47, Certified Survey Maps, Page 64, Map No. 6967, Document No. 2086618, Brown County Records, being part of the Northwest 1/4 of the Northwest 1/4 of Section 5, T22N-R20E, City of DePere, Brown County, Wisconsin.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the City of DePere, and the Brown County Planning Commission in surveying, dividing and mapping the same.

Steven M. Bieda PLS-2275
May 19, 2015

RESTRICTIVE COVENANTS

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.

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





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: August 4, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: A. Recommendation from the Plan Commission to approve the CSM Application for a two lot CSM on the north west corner of American Boulevard and Southbridge Road parcel WD-L179-1. Surveyor: Mau & Associates.

This item was approved by the Plan Commission at its May 26, 2015 meeting.

ATTACHMENTS:

- PC_Staff_May26_CSM_WD-L179-1 (PDF)
- PC_CSM_L-179-1 (PDF)

Item #8: Review the CSM Application for a two lot CSM on the north west corner of American Boulevard and Southbridge Road parcel WD-L179-1. Surveyor: Mau & Associates.*

WD-L179-1 is being divided into two lots. Lot 1 is 1.72 acres and lot 2 is 1.53 acres. Lot 1 will be the future home of Machine Plus and lot 2 will continue to be marketed by the City. Access for both lots will be provided from American Boulevard.



Figure 1. Location of proposed CSM.

Recommendation

Staff would recommend approval of the CSM, and that the CSM be forwarded to the Common Council for approval.

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 300.00 Receipt #: _____ Date: <u>5-23-2015</u>
---	---	---

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: <u>City of De Pere - Ken Pabich</u> Mailing Address: <u>335 S Broadway De Pere, WI 54115</u> Phone: <u>339-4043</u> Fax #: _____ Email: <u>kpabich@mail.de-pere.org</u>	
I hereby appoint the following as my agent for purposes of this application:	
Agent:	Name: <u>Mau & Associates - Steve Bieda</u> Mailing Address: <u>400 Security Blvd Green Bay, WI 54313</u> Phone: <u>920-434-9670</u> Fax #: <u>920-434-9672</u> Email: <u>sbieda@mau-associates.com</u>

B. Property Information Address/Location of Property: <u>1400 Block Southbridge Road, Section 5, T22N-R20E</u> _____ Parcel #: <u>WD-L179-1</u>

NOTE: Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

Owner Signature

Date

Ken Pabich, City of De Pere

Agent Signature

Date



Certified Survey Map

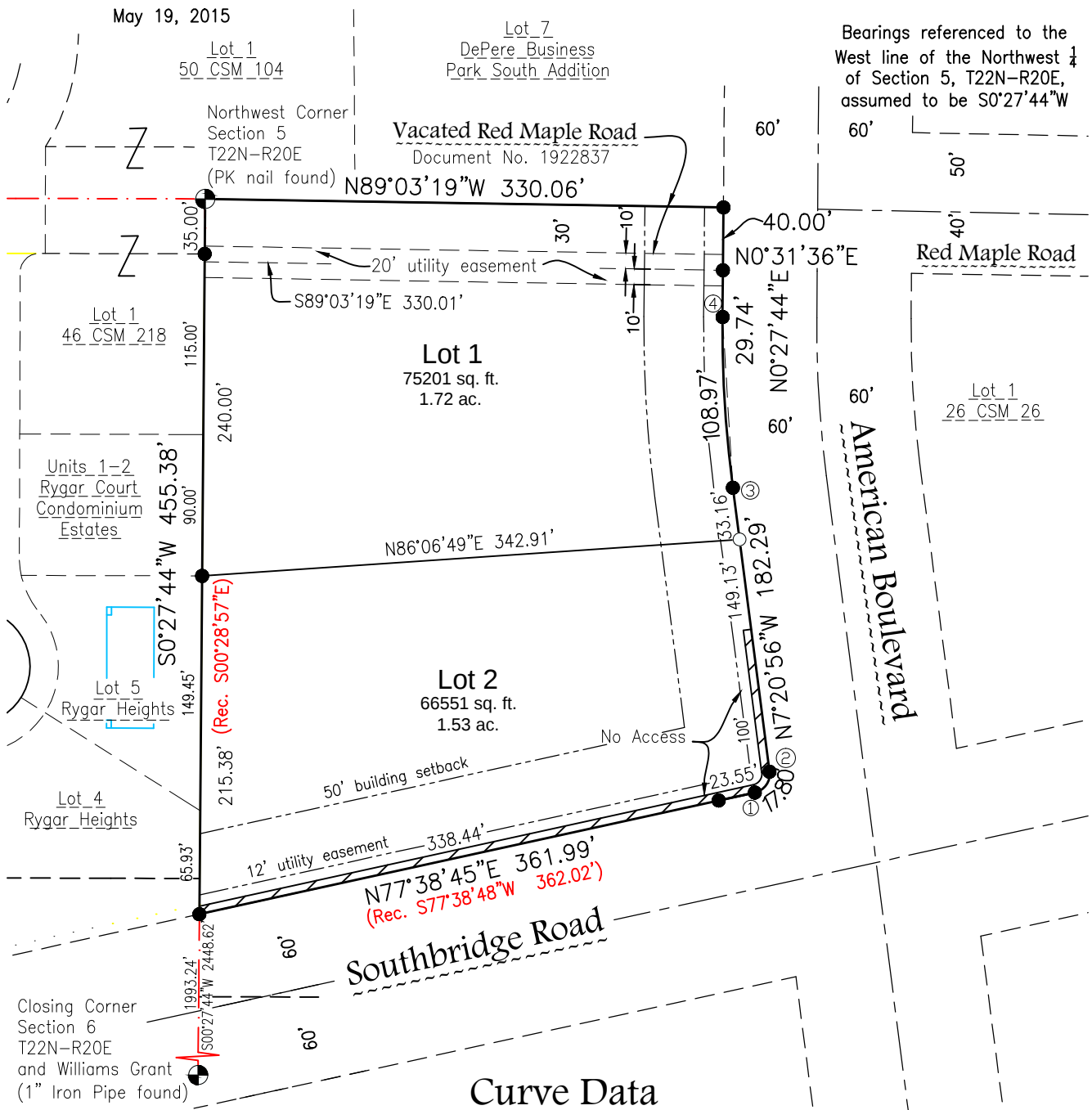
All of Lot 1, Volume 47, Certified Survey Maps, Page 64, Map No. 6967, Document No. 2086618, Brown County Records, being part of the Northwest 1/4 of the Northwest 1/4 of Section 5, T22N-R20E, City of DePere, Brown County, Wisconsin.



Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊙ Brown County monument – type noted
- () recorded as bearing / distance

North



Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE
1-2	17.80	12.00	16.21	N35°08'56"E	84°59'44"
3-4	108.97	799.30	108.97	N3°26'36"W	7°48'40"

Scale: 1" = 100'

Client: City of DePere
Tax Parcel: WD-L179-1
Drafted By: MRA
File: H-8602CSM 051815.dwg

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Sheet One of Three
Project No.: H-8602
Drawing No.: L-9230

Attachment: PC_CSM_L-179-1 (3514 : CSM WD-L179-1)



SURVEYOR’S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS–2275, do hereby certify that I have surveyed, divided and mapped All of Lot 1, Volume 47, Certified Survey Maps, Page 64, Map No. 6967, Document No. 2086618, Brown County Records, being part of the Northwest 1/4 of the Northwest 1/4 of Section 5, T22N–R20E, City of DePere, Brown County, Wisconsin.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the City of DePere, and the Brown County Planning Commission in surveying, dividing and mapping the same.

Steven M. Bieda PLS–2275
May 19, 2015

RESTRICTIVE COVENANTS

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.

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





OWNER’S CERTIFICATE

As Owners, we hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented hereon. We also certify that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

CITY OF DE PERE, WISCONSIN

DE PERE REDEVELOPMENT AUTHORITY

Michael Walsh Mayor

Ted Penn

Attest: Shana L. Defnet
Clerk–Treasurer

Personally came before me this ____ day of _____, 20____, 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 _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

Attachment: PC_CSM_L-179-1 (3514 : CSM WD-L179-1)

CERTIFICATE OF THE CITY OF DE PERE

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

Ken Pabich
Director of Planning

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



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 4, 2015

DEPARTMENT: License Committee

FROM: Lisa Renier

SUBJECT: Resolution #15-87, Authorizing Consulting Agreement with M3 Insurance Solutions, Inc.

Note: Earlier this year the Finance/Personnel Committee and the City Council approved the recommendation to contract with M3 Insurance for Risk/Liability Services. At the time of approval we did not have a contract to come forward with the recommendation. The contract is now being presented for your approval.

Currently we use Arthur J. Gallagher and Co. as our risk/liability broker. I am recommending changing to M3 Insurance. You may recall that in July of 2014 we changed to M3 Insurance for benefit broker services. We couldn't be more pleased with the level of service we are receiving on the benefit side. Below outlines the advantages of changing brokers for risk/liability services. These are additional benefits that we are not currently receiving.

Joint Strategic Planning with Benefit Providers

- Having our benefits broker and risk/liability broker at the same company would allow costs to be controlled through coordination of worker's compensation, wellness, health, dental, disability, and EAP providers.
 - A vendor summit will be held with these providers to plan service coordination

Senior Risk Manager and Experienced Staff

M3 employs a Senior Risk Manager that would be able to assist us with our safety needs which are in need of attention. Listed below is who would be assigned to the City.

- Ted Hayes, CSP, MSE. Senior Risk Manager. 30 years of experience in Municipal Safety
- Marty Malloy, MS, ARM-P, CPCU. Account Executive. 26 years of experience in Municipal Risk Management
- Renee Walsh, CISR. Account Manager. 15 years of experience in Municipal Risk Management

Municipal Safety Services

- Development of Municipal Safety Program, including a comprehensive municipal safety manual.
- Safety training coordinated with the insurance company and prioritized by leading causes of loss.
- Development of an accident investigation program, training, and a risk manager attending safety committee meetings.

Municipal Claim Service

- M3 will navigate all claims (with the exception of worker's compensation) through the insurance company.

Legal

- M3 employs legal staff that can be used when legal questions arise regarding specific risk management issues.

I checked references with other public sector entities that use M3 for risk/liability services. Everyone noted they are very pleased with their level of service and feel they offer a lot of additional value, especially the value that is added by employing their own Risk Manager. I spoke specifically with a public sector entity that previously worked Arthur J. Gallagher and now works with M3 Insurance. They feel M3 provides a lot of additional value.

Currently we pay Arthur J. Gallagher by a combination of fees and commissions. The rates are determined by the policies and the amount per policy is the same for all risk/liability brokers. Therefore, all rates for these services are the same for whoever you use. It all comes down to the type of services they can provide. Our liability policy renews each year on June 1st. I recommend switching to M3 Insurance effective June 1, 2015. They would work with the City free of charge up until that time to get everything in line for the June 1st renewal.

If you have any questions in advance of the meeting, please feel free to contact me at 339-4045.

ATTACHMENTS:

- Reso15-87 (DOCX)
- Consulting Agreement City of DePere PC 20150601 (PDF)

RESOLUTION #15-87

AUTHORIZING CONSULTING AGREEMENT
WITH M3 INSURANCE SOLUTIONS, INC.

WHEREAS, the Human Resources Department is in need of property and casualty insurance placement and related risk management services; and

WHEREAS, M3 Insurance Solutions, Inc. has available and offers to provide the personnel and equipment necessary to accomplish those services, subject to the terms and conditions of the attached Consulting Agreement; and

WHEREAS, the Finance/Personnel has reviewed this matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute such Consulting Agreement as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of August, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

M3 INSURANCE SOLUTIONS, INC.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this “Agreement”), entered into effective as of the 1st day of June, 2015, by and between **M3 Insurance Solutions, Inc.** (hereinafter “M3”), and **City of De Pere**, (hereinafter “Client”).

SECTION 1. Scope of Services

1.1. Services. M3 agrees to provide, and Client agrees to accept, the consulting services described in Exhibit A hereto (the “Services”). M3 shall determine the means of performing the Services.

SECTION 2. Term and Termination

2.1. Term. The term of this Agreement begins on the date listed above and shall continue for one (1) year thereafter and shall automatically renew for additional, successive one (1) year terms until terminated by either party. Either party may terminate this Agreement upon thirty (30) days written notice, for any reason or no reason.

SECTION 3. Fees, Expenses, and Payment

3.1. Fees. Client will pay M3 based on Exhibit A. M3 can change such schedule upon at least ninety (90) days’ notice. M3 shall submit invoices as per Exhibit A, and Client shall pay M3 within thirty (30) days after receiving M3’s invoice. Late payments shall bear interest at the rate of one percent (1%) per month until paid. If this Agreement is terminated for any reason or no reason, Client shall pay to M3, no later than the effective date of termination, the total fees due and owing for the remainder of the then current term.

3.2. Reimbursement of Expenses. Client shall pay M3 any actual out-of-pocket expenses incurred by M3, which are pre-approved by Client, within thirty (30) days after receiving M3’s invoice. Late payments shall bear interest at the rate of one percent (1%) per month until paid.

SECTION 4. Confidentiality

4.1. Restrictions. During the term of this Agreement, M3 will keep in confidence all sensitive information it receives from Client. Client shall identify any sensitive information, including, but not limited to, by using confidentiality notices. These restrictions shall not apply to (1) information publicly available, (2) information released by Client without restriction, or (3) information independently developed or acquired by M3. M3 may use and disclose any information (a) as required by an order of any governmental authority, or (b) as necessary for it to protect its interest in this Agreement. If M3 receives, has access to or creates Protected Health Information, as defined in the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. § 160.103, then a separate Business Associates Agreement between the parties will be attached as Exhibit B and will apply.

SECTION 5. Warranty; Limitations

5.1. Services Warranty; Exclusive Remedy for any Claim. Subject to Sections 5.2 and 6.1, M3 will perform the Services in a manner consistent with customary practice in the industry. If Client reasonably believes an issue exists with the Services, Client shall provide to M3 no later than thirty (30)

days from the date of completion of such Services reasonable detail of what it believes are the deficiencies of such Services provided by M3. Failure to timely provide that notice shall cause Client to waive any claims against M3. Upon receipt of that notice, M3 shall, at its option, either provide the Services anew or refund Client the price charged for such non-conforming Services. Such re-performance or refund shall be Client's exclusive remedy.

5.2. Disclaimer of Warranties. **EXCEPT AS OTHERWISE PROVIDED IN SECTION 5.1, THE SERVICES BY M3 UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, IN PARTICULAR, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

THE PARTIES INTEND THAT THE LIMITED REMEDIES, DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS SECTION 5 AND SECTION 6 SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.

SECTION 6. Limitation of Liability; Exclusion of Remedies

6.1. Limitation of Liability. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL M3 BE LIABLE FOR ANY OF THE FOLLOWING:**

- (A) **DIRECT DAMAGES IN EXCESS OF AN AMOUNT MEASURED BY THE RE-PERFORMANCE OF NON-CONFORMING SERVICES OR THE REFUND TO THE CLIENT OF THE FEES PAID FOR SUCH NON-CONFORMING SERVICES IN THE MANNER DESCRIBED IN SECTION 5.1 OR A SUM EQUAL TO ONE (1) TIMES THE FEES PAID TO M3 BY THE CLIENT FOR SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM AT ISSUE, WHICH EVER IS THE LESSER AMOUNT, OR**
- (B) **ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES WHATSOEVER INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLES**

ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TERMS OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER BY M3 WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF M3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PARTIES INTEND THAT THE LIMITATIONS AND DISCLAIMERS CONTAINED IN THIS SECTION 6 SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.

6.2. Timeliness of Claims. All causes of action against M3 arising out of or relating to this Agreement shall expire unless brought within one (1) year of the date of the first date of performance or breach which in whole or in part gives rise to the claim.

SECTION 7. Miscellaneous

7.1. Contingent Commission Notice. With many of its insurance company appointments, M3 has a contingent commission sharing agreement. Client agrees that M3 may retain any contingent commissions due under such agreements as a result of Client placing any insurance through M3. Additionally, Client agrees that such contingent commissions shall not reduce any fees paid or due to M3 from Client.

7.2. Governing Law; Force Majeure. This Agreement shall be governed and construed with the internal laws of the State of Wisconsin as they apply to a contract entered into and performed in that State. M3 shall not be liable to Client for any failure or delay caused by events beyond M3's control. Venue and jurisdiction for all litigation shall be Dane County, Wisconsin.

7.3. Independent Contractors. The parties are and shall be independent contractors to one another, and nothing in this Agreement shall create an agency, partnership, or joint venture between the parties.

7.4. Notices. All notices and other communications shall be given in writing and shall be: (a) personally delivered; (b) sent by facsimile or other electronic means of transmitting written documents; or (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested, or by overnight courier. The respective addresses to be used for all such notices are:

(a) If to M3, to:

M3 Insurance Solutions, Inc.
3113 West Beltline Highway
P.O. Box 8950
Madison, WI 53708
Attn: Executive Vice President – Corporate Services
Fax: 608.273.1725

(b) If to Client, to:

City of De Pere
335 S Broadway
De Pere, WI 54115
Attn: Shannon Metzler – Human Resources Director
Fax: 920.330.9491

If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, by the next business day after transmission; if sent by overnight courier pursuant to this paragraph, upon receipt; and if sent by U.S. mail pursuant to this paragraph, as of the date of delivery indicated on the receipt issued by the relevant postal service. Any party may change their address by giving notice.

7.5. Authority. The execution and delivery of this Agreement by Client have been duly authorized and is a valid and binding agreement on Client.

7.6. Entire Agreement. This Agreement is the entire agreement of the parties and replaces all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing.

7.7. Indemnification. Client shall defend, indemnify and hold harmless M3 from and against all claims, liability, losses, damages and expenses (including reasonable attorneys' fees) arising from or in connection with Client's negligence or willful misconduct. Subject to the limitation of liability given in Sections 5 and 6, M3 shall defend, indemnify and hold harmless Client from and against all claims, liability, losses, damages and expenses (including reasonable attorneys' fees) arising from or in connection with M3's negligence or willful misconduct in providing Services to Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

CLIENT:

M3:

CITY OF DE PERE

M3 INSURANCE SOLUTIONS, INC.

Name: Shannon Metzler
Title: Human Resources Director

Name: Dale E. Van Dam
Title: Executive Vice President, Property & Casualty

Exhibit A**Services and Schedule of Fees****Fees.**

For M3's services hereunder, Client shall pay M3 \$34,000.00 annually, billed in an annual installment of \$34,000.00 in June of each year. In addition to the Client Fees, Client acknowledges and agrees that M3 may receive compensation in the form of certain commissions or other payments that will, from time to time, be paid to M3 by insurers or other third parties with whom M3 places insurance on behalf of Client. In addition to these Fees, Client agrees that M3 may receive commissions for the placement of workers compensation insurance.

Services.

The Services will be defined and mutually agreed upon from time to time by Client and M3 and said Services will be incorporated into a working business plan. These Services shall be comprised of property and casualty insurance placement and related risk management services.

4831-5838-2601, v. 1

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 4, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 8-4-15 VOUCHERS (PDF)

7/21/2015 4:59 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04861 AUG 2015 COUNCIL - 1 8-4-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6419	AA SECURITY AND MONITORING CO							
	I-6615	AA SECURITY AND MONITORING CO	R	8/04/2015		23.00CR	075787	23.00
6426	ACL							
	I-201506-0	ACL	R	8/04/2015		147.40CR	075788	147.40
0302	AIRGAS USA LLC							
	I-9928471043	AIRGAS USA LLC	R	8/04/2015		204.00CR	075789	204.00
7213	ALL STAR CUTTING & CORING LLC							
	I-51-19A (1 FINAL)	ALL STAR CUTTING & CORING LLC	R	8/04/2015		19,237.50CR	075790	19,237.50
6388	ALLISON SYSTEMS INC							
	I-QUOTE 15-0629-1450	ALLISON SYSTEMS INC	R	8/04/2015		1,068.00CR	075791	1,068.00
0007	AMBROSIUS SALES & SERVICE							
	I-93584	AMBROSIUS SALES & SERVICE	R	8/04/2015		11.70CR	075792	11.70
5604	AURORA BAYCARE MED CTR LLC							
	I-DM124	AURORA BAYCARE MED CTR LLC	R	8/04/2015		94.00CR	075793	94.00
0020	BADGERLAND PRINTING INC							
	I-26032	BADGERLAND PRINTING INC	R	8/04/2015		20.00CR	075794	
	I-26038	BADGERLAND PRINTING INC	R	8/04/2015		132.00CR	075794	152.00
0132	BAY AREA HUMANE SOCIETY AND							
	I-106	BAY AREA HUMANE SOCIETY AND	R	8/04/2015		775.00CR	075795	775.00
0027	BAY TOWEL INC							
	I-2012550	BAY TOWEL INC	R	8/04/2015		128.32CR	075796	
	I-2017449	BAY TOWEL INC	R	8/04/2015		44.02CR	075796	
	I-2019477	BAY TOWEL INC	R	8/04/2015		128.32CR	075796	
	I-2019497	BAY TOWEL INC	R	8/04/2015		60.02CR	075796	360.68
7225	BECHER HOPPE							
	I-18889	BECHER HOPPE	R	8/04/2015		5,559.00CR	075797	5,559.00
0033	BIRDSEYE DAIRY INC							
	I-26035	BIRDSEYE DAIRY INC	R	8/04/2015		107.64CR	075798	
	I-26326	BIRDSEYE DAIRY INC	R	8/04/2015		151.66CR	075798	
	I-26645	BIRDSEYE DAIRY INC	R	8/04/2015		316.39CR	075798	
	I-26715	BIRDSEYE DAIRY INC	R	8/04/2015		170.31CR	075798	746.00

Attachment: 8-4-15 VOUCHERS (3745 : Voucher Approval.)

7/21/2015 4:59 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04861 AUG 2015 COUNCIL - 1 8-4-15

VENDOR SET: 01

BANK : AP ASSOCIATED

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	I-201507214952	BROWN COUNTY JAIL	R	8/04/2015		2,320.00CR	075799	2,320.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-208511	CARQUEST AUTO PARTS LLC	R	8/04/2015		137.69CR	075800	
	I-6339-208709	CARQUEST AUTO PARTS LLC	R	8/04/2015		13.96CR	075800	151.65
0536	CDW GOVERNMENT INC							
	I-WJ98756	CDW GOVERNMENT INC	R	8/04/2015		895.44CR	075801	
	I-WM68951	CDW GOVERNMENT INC	R	8/04/2015		927.38CR	075801	
	I-WM85797	CDW GOVERNMENT INC	R	8/04/2015		653.87CR	075801	
	I-WP05643	CDW GOVERNMENT INC	R	8/04/2015		59.84CR	075801	2,536.53
0520	CENTRAL BROWN COUNTY WATER AUTHORITY							
	I-2598	CENTRAL BROWN COUNTY WATER AUT	R	8/04/2015		16,360.00CR	075802	16,360.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-201507214941	COUNTRY VISIONS COOPERATIVE	R	8/04/2015		3.33CR	075803	
	I-201507214943	COUNTRY VISIONS COOPERATIVE	R	8/04/2015		15.99CR	075803	19.32
6946	DEAN ENTERPRISES LLC							
	I-D-26769	DEAN ENTERPRISES LLC	R	8/04/2015		60.00CR	075804	60.00
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201507214942	EMS MEDICAL BILLING ASSOC LLC	R	8/04/2015		5,940.24CR	075805	5,940.24
0200	FIRST SUPPLY GREEN BAY LLC							
	I-8779409-00	FIRST SUPPLY GREEN BAY LLC	R	8/04/2015		15.14CR	075806	15.14
6923	GORDON FLESCH COMPANY INC.							
	I-IN11224279	GORDON FLESCH COMPANY INC.	R	8/04/2015		106.00CR	075807	106.00
0116	GRAINGER INC							
	I-9772965969	GRAINGER INC	R	8/04/2015		31.41CR	075808	
	I-9772965977	GRAINGER INC	R	8/04/2015		41.17CR	075808	
	I-9787829465	GRAINGER INC	R	8/04/2015		36.50CR	075808	109.08
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-979528233	GRAYBAR ELECTRIC COMPANY INC	R	8/04/2015		314.80CR	075809	
	I-979554428	GRAYBAR ELECTRIC COMPANY INC	R	8/04/2015		63.77CR	075809	378.57
0124	GREEN BAY CITY TREASURER							
	I-102445	GREEN BAY CITY TREASURER	R	8/04/2015		35,512.00CR	075810	35,512.00

Attachment: 8-4-15 VOUCHERS (3745 : Voucher Approval.)

7/21/2015 4:59 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 04861 AUG 2015 COUNCIL - 1 8-4-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
3521	HD SUPPLY WATERWORKS LTD							
	I-E105178	HD SUPPLY WATERWORKS LTD	R	8/04/2015		263.17CR	075811	
	I-E149441	HD SUPPLY WATERWORKS LTD	R	8/04/2015		966.80CR	075811	
	I-E178426	HD SUPPLY WATERWORKS LTD	R	8/04/2015		2,325.85CR	075811	3,555.82
7208	HOLIDAY WHOLESALE							
	I-7442024	HOLIDAY WHOLESALE	R	8/04/2015		72.86CR	075812	
	I-7442590	HOLIDAY WHOLESALE	R	8/04/2015		30.74CR	075812	103.60
5484	HYDROCORP INC							
	I-36174-IN	HYDROCORP INC	R	8/04/2015		2,250.00CR	075813	2,250.00
6886	IMMIXTECHNOLOGY INC.							
	I-109402	IMMIXTECHNOLOGY INC.	R	8/04/2015		107.50CR	075814	107.50
1399	INDOFF INC							
	I-2649248	INDOFF INC	R	8/04/2015		392.00CR	075815	
	I-2649928	INDOFF INC	R	8/04/2015		299.95CR	075815	
	I-2650854	INDOFF INC	R	8/04/2015		169.98CR	075815	
	I-2652433	INDOFF INC	R	8/04/2015		349.98CR	075815	
	I-2654318	INDOFF INC	R	8/04/2015		111.30CR	075815	1,323.21
0149	KIMCO ENGRAVING INC							
	I-27389	KIMCO ENGRAVING INC	R	8/04/2015		169.10CR	075816	169.10
0154	LAMERS BUS LINES INC							
	I-472073	LAMERS BUS LINES INC	R	8/04/2015		267.32CR	075817	
	I-472074	LAMERS BUS LINES INC	R	8/04/2015		255.00CR	075817	
	I-472075	LAMERS BUS LINES INC	R	8/04/2015		255.00CR	075817	
	I-472076	LAMERS BUS LINES INC	R	8/04/2015		255.00CR	075817	
	I-472077	LAMERS BUS LINES INC	R	8/04/2015		85.00CR	075817	
	I-472096	LAMERS BUS LINES INC	R	8/04/2015		251.33CR	075817	
	I-472097	LAMERS BUS LINES INC	R	8/04/2015		253.92CR	075817	
	I-472098	LAMERS BUS LINES INC	R	8/04/2015		251.33CR	075817	
	I-472431	LAMERS BUS LINES INC	R	8/04/2015		169.38CR	075817	2,043.28
0160	LIZER OF WI INC							
	I-55261 AD	LIZER OF WI INC	R	8/04/2015		110.00CR	075818	110.00
0173	MENARDS INC							
	I-66370	MENARDS INC	R	8/04/2015		19.03CR	075819	
	I-66504	MENARDS INC	R	8/04/2015		139.96CR	075819	158.99

Attachment: 8-4-15 VOUCHERS (3745 : Voucher Approval.)

7/21/2015 4:59 PM

A / P CHECK REGISTER

PAGE: 4

PACKET: 04861 AUG 2015 COUNCIL - 1 8-4-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0202	PEPSI COLA NEW INC							
	I-7031717	PEPSI COLA NEW INC	R	8/04/2015		25.44CR	075820	25.44
5476	PERSONNEL EVALUATION INC							
	I-14461	PERSONNEL EVALUATION INC	R	8/04/2015		20.00CR	075821	20.00
5393	RICOH USA INC.							
	I-5036883689	RICOH USA INC.	R	8/04/2015		21.44CR	075822	
	I-9012809587	RICOH USA INC.	R	8/04/2015		1,230.74CR	075822	1,252.18
0501	SAINT MARY'S HOSPITAL							
	I-16580	SAINT MARY'S HOSPITAL	R	8/04/2015		4.90CR	075823	4.90
0235	SAINT VINCENT HOSPITAL							
	I-41255	SAINT VINCENT HOSPITAL	R	8/04/2015		111.83CR	075824	111.83
6224	SHELL FLEET PLUS							
	I-79133203507	SHELL FLEET PLUS	R	8/04/2015		175.34CR	075825	175.34
0255	STELLPFLUG LAW SC							
	I-406-01M (234)	STELLPFLUG LAW SC	R	8/04/2015		655.50CR	075826	655.50
0258	SUPERIOR CHEMICAL CORP							
	I-97682	SUPERIOR CHEMICAL CORP	R	8/04/2015		398.38CR	075827	398.38
0262	TEMPERATURE SYSTEMS INC							
	I-2405776-00	TEMPERATURE SYSTEMS INC	R	8/04/2015		75.42CR	075828	75.42
0417	TWEET GAROT MECHANICAL INC							
	I-21237	TWEET GAROT MECHANICAL INC	R	8/04/2015		334.91CR	075829	
	I-21238	TWEET GAROT MECHANICAL INC	R	8/04/2015		1,027.92CR	075829	
	I-21240	TWEET GAROT MECHANICAL INC	R	8/04/2015		726.50CR	075829	
	I-21241	TWEET GAROT MECHANICAL INC	R	8/04/2015		1,027.92CR	075829	
	I-21788	TWEET GAROT MECHANICAL INC	R	8/04/2015		368.50CR	075829	3,485.75
7227	TYTLER'S CYCLE							
	I-12328	TYTLER'S CYCLE	R	8/04/2015		1,582.55CR	075830	
	I-63493	TYTLER'S CYCLE	R	8/04/2015		77.56CR	075830	1,660.11
0272	UNIFORM SHOPPE INC							
	I-244531	UNIFORM SHOPPE INC	R	8/04/2015		24.95CR	075831	
	I-244576	UNIFORM SHOPPE INC	R	8/04/2015		85.90CR	075831	
	I-244581	UNIFORM SHOPPE INC	R	8/04/2015		57.45CR	075831	
	I-244588	UNIFORM SHOPPE INC	R	8/04/2015		125.90CR	075831	294.20

Attachment: 8-4-15 VOUCHERS (3745 : Voucher Approval.)

7/21/2015 4:59 PM

A / P CHECK REGISTER

PAGE: 5

PACKET: 04861 AUG 2015 COUNCIL - 1 8-4-15

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0277	VAN'S FIRE & SAFETY INC							
	I-4074742	VAN'S FIRE & SAFETY INC	R	8/04/2015		45.75CR	075832	45.75
4770	VERIZON WIRELESS							
	I-9748838163	VERIZON WIRELESS	R	8/04/2015		464.31CR	075833	464.31
6118	WI DEPT OF JUSTICE - TIME							
	I-T19356	WI DEPT OF JUSTICE - TIME	R	8/04/2015		300.00CR	075834	
	I-T19357	WI DEPT OF JUSTICE - TIME	R	8/04/2015		693.00CR	075834	993.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	48	0.00	111,370.42	111,370.42
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:	48	0.00	111,370.42	111,370.42

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 8-4-15 VOUCHERS (3745 : Voucher Approval.)

7/21/2015 4:59 PM

A / P CHECK REGISTER

PAGE: 6

PACKET: 04861 AUG 2015 COUNCIL - 1 8-4-15

VENDOR SET: 01

BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	8/2015	64,232.08CR
201	8/2015	8,311.58CR
405	8/2015	24,796.50CR
601	8/2015	14,030.26CR
=====		
ALL		111,370.42CR

Attachment: 8-4-15 VOUCHERS (3745 : Voucher Approval.)

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

MEETING DATE: August 4, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 08-04-15 OPERATOR LICENSE LIST.PDF (PDF)

CITY OF DE PERE -August 4, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Temporary Operator License Applications					
1	FOWLER, ALEC C.	1234 S. ERIE ST.	DE PERE	WI	54115
2	FRUZEN, ROBERT A.	804 MANITOWISH PL.	DE PERE	WI	54115
3	GRASEE, JAMES T.	4086 THREE PENNY CT.	DE PERE	WI	54115
4	STEINHORST, DANIEL J.	5616 SKALESKI RD.	DENMMARK	WI	54208
5	THOMPSON, JENNIFER M.	5879 SKALESKI RD.	DENMARK	WI	54208
6	WAVRUNEK, JOSY M.	5714 HWY P	DENMARK	WI	54208
New Operator License Applications for the 2014-2016 Licensing Period					
1	DAVIS, DEBRA A.	2105 RYAN RD., APT. 12	DE PERE	WI	54115
2	DE BEUKELAR, AMANDA L.	1001 GRAY ST.	GREEN BAY	WI	54303
3	SABIN, TRACY M.	1031 N. PLATTEN ST.	GREEN BAY	WI	54303
4	SHAFRANSKI, ASHLEY A.	113A N. BROADWAY ST.	DE PERE	WI	54115
5	TELLER, DAOMA M.	515 WILSON ST.	LITTLE CHUTE	WI	54140
6	WALSH, ABIGAIL M.	1975 RIDGEWAY DR., APT. 35	DE PERE	WI	54115
7	YANG, JOYCE	3218 WINDLAND DR.	GREEN BAY	WI	54311