Common Council

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

Regular Meeting

Agenda

Tuesday, July 18, 2017 **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 **July 18, 2017** 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 5, 2017 Common Council Meeting.
4. Public Hearing on the rezoning of Parcel ED-1128-E-8 at 1015 N. Broadway Street.
   - A. Notice of Public Hearing.
   - B. Recommendation from the Plan Commission.
   - C. Ordinance #17-14, Rezoning Certain Property (Parcel ED-1128-E-8).
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendation of the Board of Public Works to Award the Contract for17-09 Pond and Drainage System Construction to MCC, Inc. in the Amount of $194,234.53.
7. Resolution #17-56, Authorizing Agreement for Consulting Services Between the City of De Pere and Sparc, Inc. (Strategic Visioning & Branding Initiative).
8. Resolution #17-57, Establishing the Boundaries of and Approving the Project Plan for Tax Incremental Financing District No. 13, City of De Pere, Wisconsin
9. Resolution #17-58, Authorizing Agreement for Consulting Services Between the City of De Pere and GRAEF-USA, Inc. (Reid Street Sign Bridge Design and Construction Management)
10. Resolution #17-59, Authorizing Second Agreement Extending Option to Purchase Between the City of De Pere and Washworld of De Pere LLC.
11. Resolution #17-60, Rescinding Award of Public Works Contract 17-13 to Precision Sealcoating, Inc. and Awarding the Same to Asphalt Seal & Repair, Inc. (Crack-Filling).
12. Resolution #17-61, Authorizing Amended and Restated Cooperation Agreement and Second Amended and Restated Pledge and Security Agreement Regarding the Imposition and Direction of Room Tax Revenue
13. Confirmation of Appointment to Position of Street Superintendent
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:
Alderpersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Steven M. Bieda, Mau & Associates LLP
WAB HOLDINGS 25 LLC
KISS AND POP LLC
CHARLES J & KAREN M HOCKERS
THOMAS VAN GEMERT
PREMONSTRATENSIAN FATHERS THE
SAINT NORBERT ABBEY INC
ST. NORBERT ABBEY INC & ST. NORBERT COLLEGE INC
NICOLET NATIONAL BANK
WISCONSIN DEPT OF NATURAL RESOURCES
THE BIKE HUB REAL ESTATE LLC
Joyce Stearns, MMC, Inc.
Bob Wedde, Precision Sealcoating, Inc.
Asphalt Seal and Repair, Inc.
Tony Averbeck, Hydro Corporation
Sue Pankratz
Richard Cassis

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Approval of the Minutes of the July 5, 2017 Common Council Meeting.**

ATTACHMENTS:

- 7-05-2017 Common Council Minutes (DOC)

Common Council

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

Regular Meeting

Draft Minutes

Wednesday, July 5, 2017 **7:30 PM** **De Pere City Hall Council Chambers**

1. Call to order. The Common Council Meeting was called to order on July 5, 2017 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
James Boyd	Alderperson	Present
Dan Carpenter	Alderperson	Present
Scott Crevier	Alderperson	Present
Jonathon Hansen	Alderperson	Present
Ryan Jennings	Alderperson	Excused
Larry Lueck	Alderperson	Present
Casey Nelson	Alderperson	Present
Dean Raasch	Alderperson	Present

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the June 20, 2017 Common Council Meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Larry Lueck, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson, Raasch
EXCUSED:	Ryan Jennings

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

5. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Gregory J. Cornell (DBA C & C Pub & Grill), 600 George St. Submitted by Gregory J. Cornell, De Pere, WI.

   Alderperson Boyd moved, seconded by Alderperson Hansen to approve the application with the extension of the premises for the sidewalk cafe area contingent upon the sidewalk cafe permit being approved and issued.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson, Raasch
EXCUSED:	Ryan Jennings

6. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Teekae Enterprises Inc. of WI (DBA Tim Karl's Century Lanes II Riverwatch), 132 S. Broadway. Submitted by Teekae Enterprises Inc. of WI, Agent: Timothy V. Karl, Green Bay, WI.*

Attachment: 7-05-2017 Common Council Minutes (6029 : Approval of the Minutes of the July 5, 2017 Common Council Meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson, Raasch
EXCUSED:	Ryan Jennings

7. Recommendation from Plan Commission regarding part of a Proposed Extraterritorial 56 Lot and 3 Outlot Final Plat of Grande Ridge Estates at 4400 BLK Oak Ridge Circle in Ledgeview (Parcels D-207, D-450, D-451). Submitted by Steven M. Bieda, PLS.

   Alderperson Crevier asked about the three staff recommendations to Brown County.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Larry Lueck, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson, Raasch
EXCUSED:	Ryan Jennings

8. Resolution #17-53 Regarding the Vacation of Portions of Public Thoroughfares (300 BLK of North Wisconsin Street adjacent to ED-881 and public alleyway to the east adjacent to ED-874, ED-878, ED-880 and ED-881)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson, Raasch
EXCUSED:	Ryan Jennings

9. Resolution #17-54, Authorizing Subscription Agreement with PageFreezer Software, Inc. for Website and Social Media Archiving Services

   Alderperson Crevier asked why this archiving is needed; Kevin Clark of the IT Department explained that the service is needed in the event that someone makes a public records request of City of De Pere social media. Discussion followed.

RESULT:	**ADOPTED [5 TO 2]**
MOVER:	Larry Lueck, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Hansen, Lueck, Nelson
NAYS:	Scott Crevier, Dean Raasch
EXCUSED:	Ryan Jennings

10. Resolution #17-55, Authorizing Contract of Sale with Northern Sound & Video LLC for Audio/Video Upgrades

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson, Raasch
EXCUSED:	Ryan Jennings

Attachment: 7-05-2017 Common Council Minutes (6029 : Approval of the Minutes of the July 5, 2017 Common Council Meeting.)

11. Voucher Approval.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Larry Lueck, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson, Raasch
EXCUSED:	Ryan Jennings

12. Operator License Applications.

CITY OF DE PERE

License Committee - July 5, 2017

Temporary Operator License Applications	
1	KUEHL, MICHAEL
2	MANNING, MICHELE R.

New Operator License Applications	
1	BOYD, SAMUEL J.
2	HARTMAN, REBEKKA L.
3	RUATTI, SUSAN K.
4	WATSON, NEVADA J.
5	WATZKA, ELIZABETH C.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Temporary Operator License Applications #1-2. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Hansen to approve Operator License Applications #1-5. Upon vote, motion carried unanimously.

13. Adjournment. Alderperson Carpenter moved, seconded by Alderperson Boyd to adjourn the meeting at 7:45 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

Attachment: 7-05-2017 Common Council Minutes (6029 : Approval of the Minutes of the July 5, 2017 Common Council Meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Ordinance #17-14, Rezoning Certain Property (Parcel ED-1128-E-8).**

On June 26, 2017, the Plan Commission recommended approval of the rezoning request by a vote of 7-0.

A Class II public hearing notice for the rezoning request was published in the Green Bay Press Gazette on June 30, 2017, and on July 7, 2017.

ATTACHMENTS:

- Ord17-14 (DOCX)
- Public Hearing Notice-1015 North Broadway Rezone (PDF)
- Report to Plan Commission - Rezoning ED-1128-E-8 (DOCX)
- Application Form (PDF)
- Rezoning Map - with street names (PDF)

ORDINANCE #17-14
REZONING CERTAIN PROPERTY
(Parcel ED-1128-E-8)

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

WHEREAS, the City Clerk-Treasurer, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 18th day of July, 2017 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property:

Parcel ED-1128-E-8 (1015 North Broadway Street)

Lot 1 of Volume 52 Certified Survey Maps, Page 192, being part of Private Claim 27, East side of Fox River and Part of Lot A of Lawton & Seymour Subdivision of Private Claim 28, East side of Fox River

shall be and the same is hereby rezoned from the present zoning classification of B-2, General Business District, with PDD, to R-3, General Residence District, as set forth in and regulated by the provisions of §14-40 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

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

Attachment: Ord17-14 (5972 : Ordinance #17-14, Rezoning Certain Property (Parcel ED-1128-E-8).)

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of July, 2017.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____
Board/Committee Approval: 6/26/17
Publication Date: _____
Effective Date: _____

Attachment: Ord17-14 (5972 : Ordinance #17-14, Rezoning Certain Property (Parcel ED-1128-E-8).)

Publish: June 30 and July 7, 2017 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, July 18, 2017** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the rezone request for the following properties:

Rezoning of Parcel ED-1128-E-8 at 1015 N. Broadway Street in De Pere, WI, from B-2 (General Business District, with PDD) to R-3 (General Residence District).

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

Dated this 30th day of June, 2017.

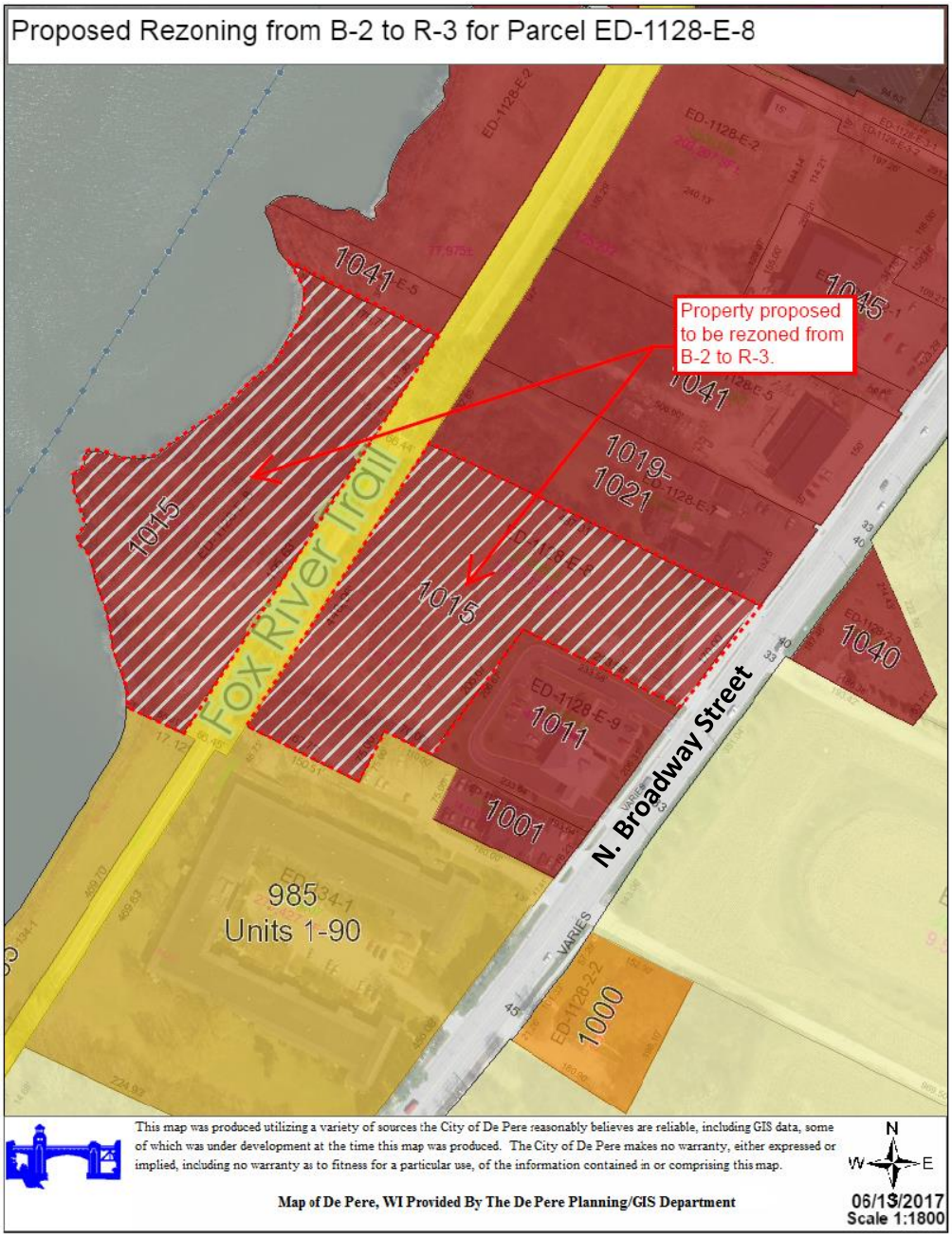
BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

Item 6: **Recommendation regarding a rezoning request from B-2 (General Business District, with PDD) to R-3 (General Residence District) at 1015 N. Broadway Street (Parcel ED-1128-E-8). Submitted by Mau & Associates LLP.***

SITE MAP



REQUESTED ACTION: Rezoning Request.

Rezone Parcel ED-1128-E-8 from B-2 (General Business District, with PDD) to R-3 (General Residence District, without PDD).

COMMON DESCRIPTION: 1015 N. Broadway Street, located between Broadway Street and the Fox River.

Attachment: Report to Plan Commission - Rezoning ED-1128-E-8 (5972 : Ordinance #17-14, Rezoning Certain Property (Parcel ED-1128-E-8).)

PARCEL NUMBERS: ED-1128-E-8

EXISTING ZONING: B-2 (General Business District, with PDD)

PROPOSED ZONING: R-3 (General residence District, without PDD)
Note – The PDD overlay is to be eliminated.

SURROUNDING LAND USES: Greenspace with retail and vacant residential to the north.
Multi-family apartments to the south.
Vacant to the east.
Fox River waterway to the west.

COMPREHENSIVE PLAN: Multi-Family Residential

APPLICANT / OWNER:

Steven M. Bieda, PLS, Representative
Mau & Associates LLP
400 security BLVD
Green Bay, WI 54313

Brad Hutjens, Executive VP, CCO
Nicolet National Bank
111 N. Washington ST
Green Bay, WI 54301

SITE HISTORY: Year 1938 air photographs identify two buildings on the property near N. Broadway street. By 1960 two buildings were added further to the rear of the property. By 2005 all buildings on the property were removed. In 2006, the vacant property was zoned B-2 with a Planned Development District (PDD) overlay in anticipation of a Precise Implementation Plan (PIP) being submitted for development on the site to allow for two three story mixed-use buildings with parking for condo/office/retail uses. To date, a PIP has never been submitted to the City for the general development of the property. The property remains open and undeveloped.

The 2010 Comprehensive Plan identified both the existing land use and future land use as multi-family residential for the subject property.

A developer is interested in purchasing the property for the purpose of developing twelve residential units in a condominium plat. Site plans will be submitted to the Plan Commission in the future if the property is rezoned. Although the site plan is not part of the rezoning review, a sample of the site footprint was included with the rezoning application and is attached to the report to Plan Commission.

REVIEW: When reviewing a rezoning request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses and desired development patterns. The proposed rezoning complies with proposed uses in the Comprehensive Plan and surrounding land uses, including matching existing uses to the east and south.

Due to the compliance with the 2010 Comprehensive Plan, an R-3 zoning category (without a PDD) is appropriate for the concept condominium development that is interested in the rezoning.

The property includes some frontage along Broadway. The frontage is flanked by commercial zoning to the north and south. The businesses in this area function primarily as neighborhood commercial that benefit from the Fox River

Attachment: Report to Plan Commission - Rezoning ED-1128-E-8 (5972 : Ordinance #17-14, Rezoning Certain Property (Parcel ED-1128-E-8).)

State Recreational Trail access and activity. It is unlikely that this section of Broadway will grow into a robust commercial corridor. However, developing the Broadway frontage as a commercial or mixed-use project would be an acceptable land use from a planning practice perspective. Similarly, redevelopment of existing commercial businesses in this area to more mixed use buildings would also be an appropriate land use.

REVIEW PROCESS: For rezoning applications, the Plan Commission provides a recommendation to the Common Council. If recommended for approval, a public hearing will be held at the Council meeting prior to review of the rezoning by the Common Council on July 18, 2017.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the rezoning request, which includes the elimination of an outdated PDD overlay, subject to the following:

1. Meets all state and local regulations.

Attachment: Report to Plan Commission - Rezoning ED-1128-E-8 (5972 : Ordinance #17-14, Rezoning Certain Property (Parcel ED-1128-E-8).)

CITY OF DE PERE RECEIVED JUN 13 2017

Print Form

	CITY OF DE PERE APPLICATION FOR REZONING	PLANNING DEPT. Fee: $ 305.00 Receipt #: 123094 Date: 6-13-17

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) Mau & Associates	Authorized Representative Steve Bieda	Title R.L.S.	
Mailing Address 400 Security Blvd.	City Green Bay	State WI	ZIP Code 54313
Email Address sbieda@mau-associates.com	Phone Number (incl. area code) 920-434-9670	Fax Number (incl. area code) 920-434-9672	

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

Name (Ind. Org. or Entity) Nicolet National Bank	Contact Person Brad Hutjens	Title Executive VP, CCO	
Mailing Address 111 N Washington Street	City Green Bay	State WI	ZIP Code 54301
Email Address bhutjens@nicoletbank.com	Phone Number (incl. area code) 920-617-5335	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 1015 N Broadway Street	Parcel Number(s): ED-1128-E-8

SECTION 4: Proposed Rezoning Use

Existing Zoning:	B-2		
Proposed Zoning:	R-3		
Adjacent Zoning: North B-2	Adjacent Zoning: South R-3	Adjacent Zoning: West B-2	Adjacent Zoning: East R-1
Present Use of Parcel	Vacant		
Proposed Use of Parcel	Condominium		

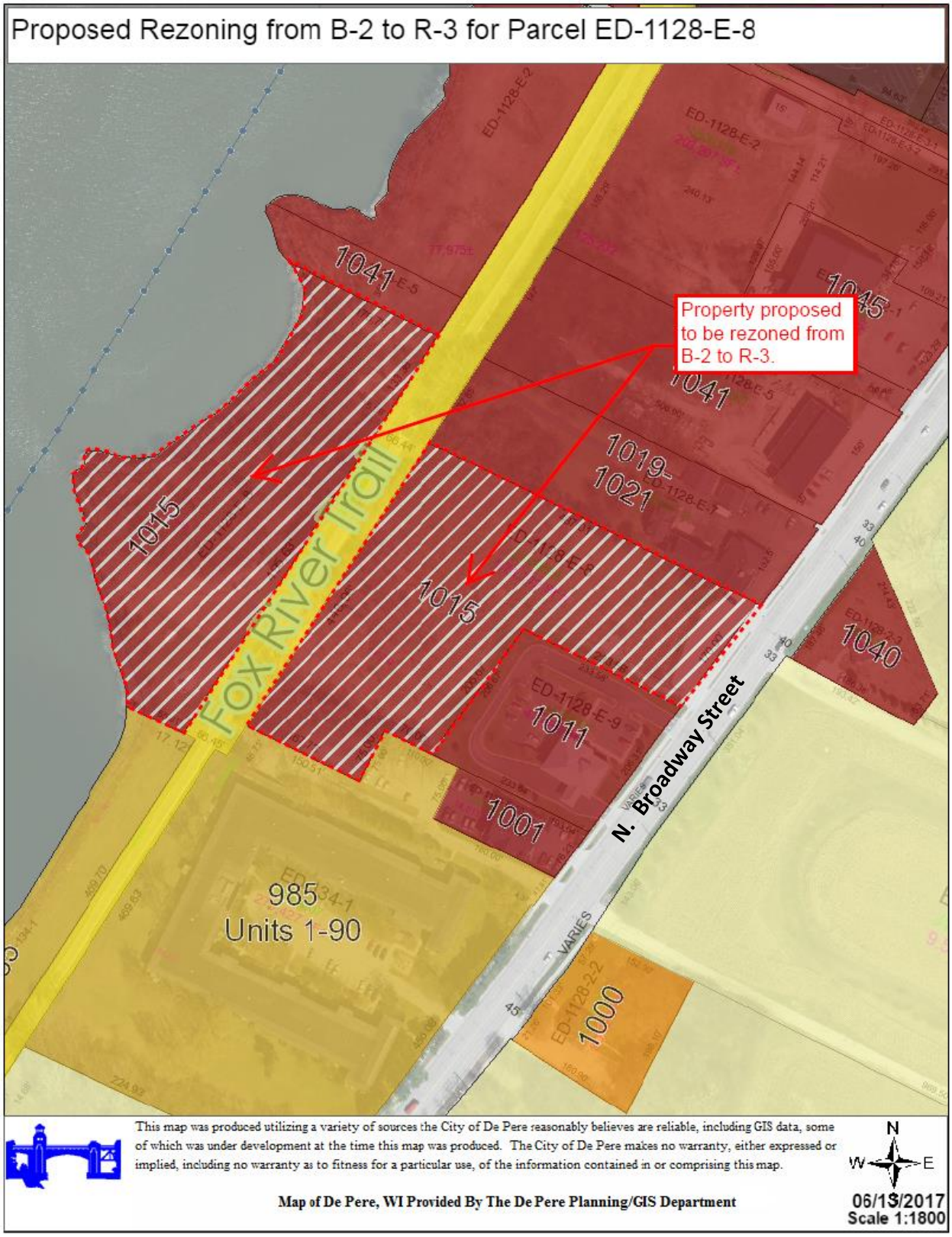
SECTION 5: Certification and Permission

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) Brad Hutjens	Title Executive VP, CCO	Phone Number 920-617-5335
Signature of Applicant		Date Signed 6/9/17

Attached additional sheets if necessary.



Attachment: Rezoning Map - with street names (5972 : Ordinance #17-14, Rezoning Certain Property (Parcel ED-1128-E-8).)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **July 18, 2017**

DEPARTMENT: **Public Works**

FROM: **Eric Rakers**

SUBJECT: **Recommendation of the Board of Public Works to Award the Contract for17-09 Pond and Drainage System Construction to MCC, Inc. in the Amount of $194,234.53.**

The Board of Public Works' recommendation is to award the bid to MCC Inc. in the amount of $194,234.53.

The Engineering Department received bids on Project 17-09 Pond and Drainage System Construction on June 29th, 2017. This project involves work at two locations including:

- Pond construction at Optimist Park.
- Swale repair from City outfall off of Cornellius Martin Court

The project involved a large variety of work including storm sewer installation from sizes of 12" to 24", excavation, grading, rip rap placement, landscaping, and erosion control. The bids received were as follows:

Contractor	Amount
MCC Inc.	$194,234.53
Peters Concrete Company	$198,129.50
Wisconsin Earthworks	$203,370.00
RC Excavating	$222,012.50
Radke Contractors, Inc.	$250,643.02
Advance Construction, Inc.	$274,185.00
Relyco, Inc.	$276,000.00

The budgeted amount from the capital improvement budget is $346,000. Funding will be $231,000 from the storm water utility and $115,000 from a Wisconsin Department of Natural Resources grant. The grant will cover up to 50% of the Optimist Park storm water pond construction.

ATTACHMENTS:

- 17-09 Bid Tab(PDF)

PROJECT 17-09 POND & DRAINAGE
BID TAB
CITY OF DE PERE

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				MCC, INC.		Peters Concrete Co.		Wisconsin Earthworks	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER									
ST-01	Provide 24" RCP Class III, PVC or Polypropylene Storm Sewer (Natural Backfill)	LF	140	$ 83.00	$ 11,620.00	$ 47.50	$ 6,650.00	$ 35.00	$ 4,900.00
ST-02	Provide 15" RCP Class III, or PVC Storm Sewer (Natural Backfill)	LF	45	$ 82.50	$ 3,712.50	$ 38.00	$ 1,710.00	$ 28.00	$ 1,260.00
ST-03	Provide 12" RCP Class III, or PVC Storm Sewer (Natural Backfill)	LF	135	$ 61.00	$ 8,235.00	$ 35.00	$ 4,725.00	$ 27.00	$ 3,645.00
ST-04	Remove and Relay 12" PVC Storm Sewer (MH 1A to Existing Storm Sewer)	LS	1	$ 1,268.00	$ 1,268.00	$ 800.00	$ 800.00	$ 375.00	$ 375.00
ST-05	Provide 5' Diameter Storm Manhole Outlet Structure	EA	1	$ 3,950.00	$ 3,950.00	$ 3,500.00	$ 3,500.00	$ 7,400.00	$ 7,400.00
ST-06	Provide 4' Diameter Storm Manhole	VF	13	$ 628.00	$ 8,164.00	$ 425.00	$ 5,525.00	$ 625.00	$ 8,125.00
ST-07	Core Drill Existing Structure	EA	2	$ 909.00	$ 1,818.00	$ 250.00	$ 500.00	$ 750.00	$ 1,500.00
ST-08	Provide 24" RCP Endwall	EA	1	$ 967.00	$ 967.00	$ 900.00	$ 900.00	$ 900.00	$ 900.00
ST-09	Provide 15" RCP Enwall	EA	2	$ 742.00	$ 1,484.00	$ 750.00	$ 1,500.00	$ 800.00	$ 1,600.00
ST-10	Provide 12" RCP Endwall	EA	1	$ 712.00	$ 712.00	$ 730.00	$ 730.00	$ 650.00	$ 650.00
ST-11	Remove and Reinstall 21" RCP Endwall with Anchors	EA	1	$ 1,965.00	$ 1,965.00	$ 250.00	$ 250.00	$ 800.00	$ 800.00
ST-12	Install Clay Dam	EA	1	$ 859.00	$ 859.00	$ 150.00	$ 150.00	$ 250.00	$ 250.00
ST-13	Abandon/Remove Existing Storm Sewer and Appurtenances	LS	1	$ 3,232.00	$ 3,232.00	$ 2,000.00	$ 2,000.00	$ 1,800.00	$ 1,800.00
STREET AND DRAINAGE									
SD-01	Provide Clearing and Grubbing (Optimist Park Area)	LS	1	$ 5,411.26	$ 5,411.26	$ 4,000.00	$ 4,000.00	$ 3,500.00	$ 3,500.00
SD-02	Provide Clearing and Grubbing (Cornellius Martin Area)	LS	1	$ 8,613.59	$ 8,613.59	$ 6,000.00	$ 6,000.00	$ 4,250.00	$ 4,250.00
SD-03	Unclassified Excavation (Optimist Park Area to be Disposed Offsite at Contractor Site)	CY	11,220	$ 5.15	$ 57,783.00	$ 7.60	$ 85,272.00	$ 9.00	$ 100,980.00
SD-04	Unclassified Excavation (Optimist Park Area to be Placed on Site	CY	1,900	$ 4.21	$ 7,999.00	$ 4.25	$ 8,075.00	$ 3.50	$ 6,650.00
SD-05	Unclassified Excavation (Cornellius Martin Area to be Placed on Site)	CY	30	$ 26.58	$ 797.40	$ 40.00	$ 1,200.00	$ 26.00	$ 780.00
SD-06	Ditch Grading (Optimist Park Swale)	LF	150	$ 7.41	$ 1,111.50	$ 5.00	$ 750.00	$ 6.00	$ 900.00
SD-07	Provide Soil Class A-4	CY	10	$ 37.87	$ 378.70	$ 20.00	$ 200.00	$ 26.00	$ 260.00
SD-08	Landscaping-Topsoil, Seed, Fertilizer and Mulch (Optimist Park Area)	SY	5,600	$ 0.95	$ 5,320.00	$ 1.70	$ 9,520.00	$ 1.25	$ 7,000.00
SD-09	Landscaping – Topsoil, Seed, Fertilizer and Mulch (Cornellius Martin Area)	SY	400	$ 1.20	$ 480.00	$ 2.50	$ 1,000.00	$ 3.50	$ 1,400.00
SD-10	Landscaping – Topsoil, No-Mow Seeding, Fertilizer and Mulch	SY	2,450	$ 1.05	$ 2,572.50	$ 1.80	$ 4,410.00	$ 1.50	$ 3,675.00
SPECIAL CONSTRUCTION									
SC-01	Provide Silt Fence	LF	550	$ 2.25	$ 1,237.50	$ 2.25	$ 1,237.50	$ 2.50	$ 1,375.00
SC-02	Provide Rock Filled filter Bags	EA	60	$ 10.00	$ 600.00	$ 10.00	$ 600.00	$ 15.00	$ 900.00
SC-03	Inlet Protection Type B	EA	3	$ 35.00	$ 105.00	$ 35.00	$ 105.00	$ 80.00	$ 240.00
SC-04	Erosion Mat Urban Class 1, Type B	SY	3,300	$ 1.70	$ 5,610.00	$ 1.70	$ 5,610.00	$ 1.85	$ 6,105.00
SC-05	Provide Heavy Rip Rap w/Geotextile Fabric, Type HR	SY	50	$ 33.38	$ 1,669.00	$ 48.00	$ 2,400.00	$ 45.00	$ 2,250.00
SC-06	Provide Medium Rip Rap w/Geotextile Fabric /Type HR (Optimist Park)	SY	40	$ 41.14	$ 1,645.60	$ 35.00	$ 1,400.00	$ 45.00	$ 1,800.00
SC-07	Provide Medium Rip Rap w/Geotextile Fabric, Type HR (Cornellius Martin Swale)	SY	140	$ 34.02	$ 4,762.80	$ 60.00	$ 8,400.00	$ 45.00	$ 6,300.00
SC-08	Tracking Pad	EA	2	$ 1,129.53	$ 2,259.06	$ 1,200.00	$ 2,400.00	$ 750.00	$ 1,500.00
SC-09	Adjust Manhole	EA	1	$ 650.00	$ 650.00	$ 350.00	$ 350.00	$ 500.00	$ 500.00
SC-10	Install Chain Link Fence and Appurtenances	LS	1	$ 1,795.00	$ 1,795.00	$ 1,800.00	$ 1,800.00	$ 1,900.00	$ 1,900.00
SC-11	Install Temporary Safety Fence	LF	2,200	2.30	$ 5,060.00	$ 2.30	$ 5,060.00	$ 2.00	$ 4,400.00
SC-12	Remove and Salvage Lights & Poles	EA	6	1200.00	$ 7,200.00	$ 250.00	$ 1,500.00	$ 450.00	$ 2,700.00
SC-13	Remove and Salvage Scoreboard	EA	1	800.00	$ 800.00	$ 1,500.00	$ 1,500.00	$ 550.00	$ 550.00
SC-14	Ball Diamond Demolition	LS	1	6887.12	$ 6,887.12	$ 6,500.00	$ 6,500.00	$ 2,350.00	$ 2,350.00
SC-15	Provide Electrical System Modifications	LS	1	11000.00	$ 11,000.00	$ 6,500.00	$ 6,500.00	$ 3,900.00	$ 3,900.00
PROFESSIONAL SERVICES									
PS-01	Construction Staking and Record Survey (Optimist Park)	LS	1	$ 4,500.00	$ 4,500.00	$ 3,400.00	$ 3,400.00	$ 4,000.00	$ 4,000.00
	TOTAL BID				**$ 194,234.53**		**$ 198,129.50**		**$ 203,370.00**

Attachment: 17-09 Bid Tab (6038 : Recommendation from the BOPW to Award Contract of Project 17-09)

PROJECT 17-09 POND & DRAINAGE
BID TAB
CITY OF DE PERE

				BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7	
				RC Excavating		Radtke Contractors, Inc.		Advance Construction Inc.		Relyco, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER											
ST-01	Provide 24" RCP Class III, PVC or Polypropylene Storm Sewer (Natural Backfill)	LF	140	$ 88.00	$ 12,320.00	$ 83.00	$ 11,620.00	$ 80.00	$ 11,200.00	$ 67.00	$ 9,380.00
ST-02	Provide 15" RCP Class III, or PVC Storm Sewer (Natural Backfill)	LF	45	$ 64.00	$ 2,880.00	$ 82.50	$ 3,712.50	$ 76.00	$ 3,420.00	$ 49.00	$ 2,205.00
ST-03	Provide 12" RCP Class III, or PVC Storm Sewer (Natural Backfill)	LF	135	$ 62.00	$ 8,370.00	$ 61.00	$ 8,235.00	$ 71.00	$ 9,585.00	$ 45.50	$ 6,142.50
ST-04	Remove and Relay 12" PVC Storm Sewer (MH 1A to Existing Storm Sewer)	LS	1	$ 1,975.00	$ 1,975.00	$ 1,268.00	$ 1,268.00	$ 2,000.00	$ 2,000.00	$ 1,675.00	$ 1,675.00
ST-05	Provide 5' Diameter Storm Manhole Outlet Structure	EA	1	$ 4,700.00	$ 4,700.00	$ 3,950.00	$ 3,950.00	$ 6,000.00	$ 6,000.00	$ 6,800.00	$ 6,800.00
ST-06	Provide 4' Diameter Storm Manhole	VF	13	$ 495.00	$ 6,435.00	$ 628.00	$ 8,164.00	$ 440.00	$ 5,720.00	$ 525.00	$ 6,825.00
ST-07	Core Drill Existing Structure	EA	2	$ 2,850.00	$ 5,700.00	$ 909.00	$ 1,818.00	$ 250.00	$ 500.00	$ 1,000.00	$ 2,000.00
ST-08	Provide 24" RCP Endwall	EA	1	$ 1,155.00	$ 1,155.00	$ 967.00	$ 967.00	$ 800.00	$ 800.00	$ 1,000.00	$ 1,000.00
ST-09	Provide 15" RCP Enwall	EA	2	$ 995.00	$ 1,990.00	$ 742.00	$ 1,484.00	$ 500.00	$ 1,000.00	$ 1,610.00	$ 3,220.00
ST-10	Provide 12" RCP Endwall	EA	1	$ 975.00	$ 975.00	$ 712.00	$ 712.00	$ 480.00	$ 480.00	$ 850.00	$ 850.00
ST-11	Remove and Reinstall 21" RCP Endwall with Anchors	EA	1	$ 1,350.00	$ 1,350.00	$ 1,965.00	$ 1,965.00	$ 480.00	$ 480.00	$ 1,695.00	$ 1,695.00
ST-12	Install Clay Dam	EA	1	$ 405.00	$ 405.00	$ 859.00	$ 859.00	$ 250.00	$ 250.00	$ 500.00	$ 500.00
ST-13	Abandon/Remove Existing Storm Sewer and Appurtenances	LS	1	$ 3,300.00	$ 3,300.00	$ 3,232.00	$ 3,232.00	$ 2,850.00	$ 2,850.00	$ 4,595.00	$ 4,595.00
STREET AND DRAINAGE											
SD-01	Provide Clearing and Grubbing (Optimist Park Area)	LS	1	$ 4,500.00	$ 4,500.00	$ 3,632.65	$ 3,632.65	$ 4,000.00	$ 4,000.00	$ 3,000.00	$ 3,000.00
SD-02	Provide Clearing and Grubbing (Cornellius Martin Area)	LS	1	$ 17,775.00	$ 17,775.00	$ 6,672.14	$ 6,672.14	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00
SD-03	Unclassified Excavation (Optimist Park Area to be Disposed Offsite at Contractor Site)	CY	11,220	$ 6.00	$ 67,320.00	$ 9.57	$ 107,375.40	$ 8.40	$ 94,248.00	$ 11.00	$ 123,420.00
SD-04	Unclassified Excavation (Optimist Park Area to be Placed on Site	CY	1,900	$ 5.00	$ 9,500.00	$ 4.47	$ 8,493.00	$ 4.60	$ 8,740.00	$ 4.75	$ 9,025.00
SD-05	Unclassified Excavation (Cornellius Martin Area to be Placed on Site)	CY	30	$ 165.00	$ 4,950.00	$ 131.13	$ 3,933.90	$ 15.00	$ 450.00	$ 25.00	$ 750.00
SD-06	Ditch Grading (Optimist Park Swale)	LF	150	$ 6.00	$ 900.00	$ 16.60	$ 2,490.00	$ 10.00	$ 1,500.00	$ 8.50	$ 1,275.00
SD-07	Provide Soil Class A-4	CY	10	$ 55.00	$ 550.00	$ 55.47	$ 554.70	$ 20.00	$ 200.00	$ 750.00	$ 7,500.00
SD-08	Landscaping-Topsoil, Seed, Fertilizer and Mulch (Optimist Park Area)	SY	5,600	$ 1.90	$ 10,640.00	$ 1.87	$ 10,472.00	$ 3.67	$ 20,552.00	$ 2.50	$ 14,000.00
SD-09	Landscaping – Topsoil, Seed, Fertilizer and Mulch (Cornellius Martin Area)	SY	400	$ 4.00	$ 1,600.00	$ 6.51	$ 2,604.00	$ 3.00	$ 1,200.00	$ 6.85	$ 2,740.00
SD-10	Landscaping – Topsoil, No-Mow Seeding, Fertilizer and Mulch	SY	2,450	$ 2.00	$ 4,900.00	$ 2.01	$ 4,924.50	$ 4.30	$ 10,535.00	$ 5.25	$ 12,862.50
SPECIAL CONSTRUCTION											
SC-01	Provide Silt Fence	LF	550	$ 2.30	$ 1,265.00	$ 2.25	$ 1,237.50	$ 2.50	$ 1,375.00	$ 2.00	$ 1,100.00
SC-02	Provide Rock Filled filter Bags	EA	60	$ 10.10	$ 606.00	$ 10.00	$ 600.00	$ 10.00	$ 600.00	$ 10.00	$ 600.00
SC-03	Inlet Protection Type B	EA	3	$ 35.50	$ 106.50	$ 35.00	$ 105.00	$ 50.00	$ 150.00	$ 75.00	$ 225.00
SC-04	Erosion Mat Urban Class 1, Type B	SY	3,300	$ 1.75	$ 5,775.00	$ 1.70	$ 5,610.00	$ 1.70	$ 5,610.00	$ 1.70	$ 5,610.00
SC-05	Provide Heavy Rip Rap w/Geotextile Fabric, Type HR	SY	50	$ 35.00	$ 1,750.00	$ 37.71	$ 1,885.50	$ 45.00	$ 2,250.00	$ 37.50	$ 1,875.00
SC-06	Provide Medium Rip Rap w/Geotextile Fabric /Type HR (Optimist Park)	SY	40	$ 35.00	$ 1,400.00	$ 44.18	$ 1,767.20	$ 75.00	$ 3,000.00	$ 28.50	$ 1,140.00
SC-07	Provide Medium Rip Rap w/Geotextile Fabric, Type HR (Cornellius Martin Swale)	SY	140	$ 32.00	$ 4,480.00	$ 41.15	$ 5,761.00	$ 85.00	$ 11,900.00	$ 41.00	$ 5,740.00
SC-08	Tracking Pad	EA	2	$ 1,000.00	$ 2,000.00	$ 942.57	$ 1,885.14	$ 1,400.00	$ 2,800.00	$ 2,250.00	$ 4,500.00
SC-09	Adjust Manhole	EA	1	$ 655.00	$ 655.00	$ 650.00	$ 650.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
SC-10	Install Chain Link Fence and Appurtenances	LS	1	$ 1,815.00	$ 1,815.00	$ 1,795.00	$ 1,795.00	$ 1,600.00	$ 1,600.00	$ 1,560.00	$ 1,560.00
SC-11	Install Temporary Safety Fence	LF	2,200	$ 2.35	$ 5,170.00	$ 2.30	$ 5,060.00	$ 3.50	$ 7,700.00	$ 4.00	$ 8,800.00
SC-12	Remove and Salvage Lights & Poles	EA	6	$ 275.00	$ 1,650.00	$ 337.48	$ 2,024.88	$ 250.00	$ 1,500.00	$ 250.00	$ 1,500.00
SC-13	Remove and Salvage Scoreboard	EA	1	$ 1,550.00	$ 1,550.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00
SC-14	Ball Diamond Demolition	LS	1	$ 10,000.00	$ 10,000.00	$ 6,633.01	$ 6,633.01	$ 30,000.00	$ 30,000.00	$ 6,000.00	$ 6,000.00
SC-15	Provide Electrical System Modifications	LS	1	$ 7,100.00	$ 7,100.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00
PROFESSIONAL SERVICES											
PS-01	Construction Staking and Record Survey (Optimist Park)	LS	1	$ 2,500.00	$ 2,500.00	$ 8,490.00	$ 8,490.00	$ 8,490.00	$ 8,490.00	$ 3,390.00	$ 3,390.00
	TOTAL BID				**$ 222,012.50**		**$ 250,643.02**		**$ 274,185.00**		**$ 276,000.00**

Attachment: 17-09 Bid Tab (6038 : Recommendation from the BOPW to Award Contract of Project 17-09)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**Planning**
FROM:	**Kimberly Flom**
SUBJECT:	**Resolution #17-56, Authorizing Agreement for Consulting Services Between the City of De Pere and Sparc, Inc. (Strategic Visioning & Branding Initiative).**

On July 11, 2017, the Finance and Personnel Committee voted 5-0 to approve sparc, inc. to complete the De Pere Strategic Visioning and Branding Initiative.

ATTACHMENTS:

- Reso17-56 (DOCX)
- Consultant Agreement-sparc inc final 7-14-17 (PDF)
- Exhibit A- sparc, inc. Consultant Agreement (PDF)
- Exhibit B sparc inc scope (PDF)
- Vision RFP FP Memo Consultant 7-2017 (DOCX)
- cityofdepere_sparc_presentation_06.21.17lores(PDF)

RESOLUTION #17-56

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND SPARC, INC.
(Strategic Visioning & Branding Initiative)

WHEREAS, the City is in need of contracting with a design and marketing firm to provide consulting services for City's strategic visioning & branding initiative; and

WHEREAS, Consultant has available and offers to provide personnel and professional assistance necessary to accomplish the work within the required timeframe; 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 execute the Agreement for Consulting Services Between the City of De Pere and sparc, inc., as is attached hereto and incorporated herein as Exhibit 1.

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 18th day of July, 2017.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso17-56 (6039 : Resolution #17-56, Authorizing Agreement for Consulting Services Between the City of De Pere and Spa)

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND SPARC, INC.
(Strategic Visioning & Branding Initiative)

THIS AGREEMENT, made and entered into this ___ day of _____, 2017, by and between the City of De Pere, Wisconsin, ("City"), and sparc, inc., ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a design and marketing firm to provide consulting services for City's strategic visioning & branding initiative; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated May 15, 2017 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. Said services and scope of work includes essential meetings and work up to two rounds of revisions per phase. Any additional revisions or other change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide Consultant with information and items applicable to the project, as are available, consistent with City's Project Objectives described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

Consultant shall provide several discrete creative concept designs for City to review. City shall select and one creative concept for its use ("the Selected Concept"). All documents created, maintained or received during the course of this Agreement with respect to the Selected Concept including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any part of the Selected Brand, 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 intellectual property rights interests in such drawings, specifications, or other documents pertaining to the Selected Concept, which rights shall include 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. All other ideas, concepts or designs described or exhibited shall remain the property of Consultant and City shall have no right to use the same.

Consultant shall retain the rights to use all concepts, designs, layouts and art for self-promotion, including the Selected Brand and shall include discrete concept, design and writing credit information on appropriate collateral.

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 shall reimburse City for all costs associated with its failure or delay in complying with this paragraph.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding

such information would violate the law, create a significant harm, or create a 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 as per the schedule contained in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, total compensation not to exceed $100,000.00, payable as follows:

A. $30,000.00 at the time the Agreement is signed and prior to commencement of work;

B. Consultant shall invoice City monthly for all work performed, with costs first being applied to the $30,000 advance payment made at the time the Agreement. Consultant shall also invoice City Monthly for expenses incurred. City shall make prompt payment in accordance with its customary invoice approval process.

C. Should City and Consultant agree in writing that services in addition to those included in the 'not to exceed $100,000" cap, the costs of those services shall be as provided in Exhibit B. City shall make prompt payment in accordance with its customary invoice approval process.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following

Attachment: Consultant Agreement-sparc inc final 7-14-17 (6039 : Resolution #17-56, Authorizing Agreement for Consulting Services Between

minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant and including coverage of claims for violations of intellectual property rights. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, 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

Attachment: Consultant Agreement-sparc inc final 7-14-17 (6039 : Resolution #17-56, Authorizing Agreement for Consulting Services Between

Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the City.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. Consultant shall identify the portion of the work to be performed by the proposed subcontractor in addition to the name and contact information of the same. The Consultant shall be responsible to the City for the actions of all persons and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the successors and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstanced beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the

Attachment: Consultant Agreement-sparc inc final 7-14-17 (6039 : Resolution #17-56, Authorizing Agreement for Consulting Services Between

number of days the work is suspended by Consultant through no fault of Consultant. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Attachment: Consultant Agreement-sparc inc final 7-14-17 (6039 : Resolution #17-56, Authorizing Agreement for Consulting Services Between

XX. NOTICES

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

If to City:
City of De Pere
Attn: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a Copy to:
City of De Pere
Attn: Director of Economic Development & Planning
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
sparc, inc.
Attn: Richard Cassis, AIGA SEGD
Principal
824 Humboldt Avenue
Winnetka, IL 60093

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

SPARC, INC.

By: _____
Richard Cassis, Principal

CITY OF DE PERE, WISCONSIN

By: _____
Michael J. Walsh, Mayor

By: _____
Shana D. Ledvina, Clerk-Treasurer

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Attachment: Consultant Agreement-sparc inc final 7-14-17 (6039 : Resolution #17-56, Authorizing Agreement for Consulting Services Between

REQUEST FOR PROPOSALS
City of De Pere, Wisconsin
Strategic Visioning and Branding Initiative

City Summary and Project History

The 24,000 people who call De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents.

The residences, businesses and commercial areas are connected with a transportation and green space network that accommodates cars, bikes and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining and entertainment.

The City consistently ranks high on livability indexes, and the housing market has become very competitive. Recent research by the University of Wisconsin System found that De Pere better maintains a young adult population than other communities in Wisconsin. However, like the rest of the state, we are not gaining a young adult population.

As workers shift from choosing where to live before choosing where to work, it becomes increasingly important for us to leverage our story and promote our community. With significant projects on the horizon, we need a shared vision and mission that defines De Pere and provides a framework for decision makers. While documents like the City Budget, Comprehensive Plan, Zoning Code, Park Master Plan, Downtown Master plan, etc. provide guidance for the future, De Pere lacks a unified vision and a strong brand.

The desire for a vision and brand arose from multiple sources, including discussions about recent downtown development proposals and conversations with business and property owners (see attached letter). Recognizing the economic development value of a visioning/branding initiative, the De Pere Council allocated funds for a visioning/branding project in early 2016. The City does not have a current vision or mission, or formal brand standards.

Project Objectives

1. Broad reaching (both inside and outside of De Pere), diverse (multiple methods), engaging and fun public outreach.
2. A De Pere vision and mission statement that aligns diverse City processes and services.
3. City specific goals and priorities to guide decisions made during the budget process, the Zoning Code rewrite and other planning initiatives.
4. A brand platform inspired by community input and enthusiastically promoted by external and internal customers.
5. An authentic De Pere brand set up to transcend the municipal sector for use by local businesses and partner organizations.

6. A detailed implementation strategy that brings the brand to life and integrates it into all aspects of the community.
7. Realistic performance measures and task lists to evaluate brand effectiveness and maintain sustainability.

Scope of Work

A summarized scope of services is listed below. We are interested in ideas and recommendations that will best achieve project objectives. A more detailed scope including detailed task lists will be prepared in collaboration with the selected consultant.

PHASE 1 Assessment and Analysis

- Review and research of City demographics, documents in order to provide a 360 degree view.
- Extensive, engaging and fun public outreach/facilitation that collects input and insight.
  - Steering Committee meetings
  - Strategic Visioning session with elected officials
  - Stakeholder Interviews and Focus Groups
  - Media campaign/awareness
  - Community Forum
  - Survey and/or mobile targeted outreach
- Strengths, Opportunities, Weaknesses, Threats (SWOT) Analysis.

PHASE 2 Vision/Mission and Goals

- Consideration of the following questions:
  - Who do we think we are?
  - Who do our customers think we are?
  - Who do we want to become?
  - Who are we most likely to become?
- The Development of a Vision and Mission based on the assessment and analysis.
- Identify and develop city specific short term and long term goals and priorities.

PHASE 3 Brand Development and Strategy

- Development of an authentic, compelling and sustainable brand platform, including key words, messages and phrases.
- Visual identity components like logo, fonts, color palette, brand identity guidelines and standards (slogan/tag line if appropriate).
- Implementation strategy (both internal and external launch).
- Guidance on how to incorporate brand with local business owners and partner organizations
- Realistic performance measures in order to assess brand progress.
- Participation in various stakeholder and public meetings throughout process.

The consultant team will work closely the Economic Development and Planning Director and City staff. A steering committee of 8-10 individuals will provide guidance and input in every phase of the project.

Key Deliverables

The City reserves the right to amend the list of deliverables in order to better meet the project objectives.

Phases 1 and 2

- Written Report that documents work completed in Phase 1 and Phase 2
    1. Current state of the City
    2. Public Outreach and SWOT summary
    3. City Vision and Mission Statement.
    4. City Goals and Priorities
    5. Key recommendations for brand development

Phase 3

- Brand Implementation Strategy (both internal and external)
- Brand Manual/Blueprint (logo, color palette, key messages, photography style, et al)
- Conceptual designs/recommendations for implementation, particularly for upcoming City projects like signage, wayfinding, placemaking, website, streetscape, et. al.
- Conceptual designs/recommendations for communication materials, both in print and online.
- Recommendations for brand use and integration with business and property owners and partner organizations.

Proposal Requirements

1. Brief Description of Team structure and capabilities.
2. Description of overall approach for each phase and process for the project.
3. Any proposed changes/revisions to the scope of services or deliverables in order to meet project objectives.
4. A description of the proposed client team and their roles in the project.
5. Case studies for similar projects completed by your firm/team.
6. Fee Proposal that outlines activities performed.
7. Timeline for Completion. We request that work be complete within 6-7 months of contract execution.

Evaluation Criteria

1. Proposals will be evaluated based on overall approach, team experience and qualifications, budget, organization structure, work plan and fit with the City of De Pere.
2. This project requires experience in the following areas. Preference will be given to consultant teams that work well together and provide the best services to obtain project objectives.
    - Public participation and facilitation
    - Strategic Planning
    - Brand Development and Brand Strategy
3. Based on the unique and distinct needs of a city, significant consideration is given to teams with experience working with municipalities and other forms of local government.
4. Knowledge of, or previous experience in the northeast Wisconsin area is beneficial.
5. Special consideration given to teams that provide examples/case studies where engaging outreach and facilitation led to development of successful solutions, particularly among diverse groups.

Interview/Meeting
Meetings will be requested with finalist(s) in order to allow for the City and consultant to get to know one another and talk through project details. However, De Pere reserves the right to award a contract on the basis of proposals only.

Budget
Proposals should provide a work plan that best meets the above objectives and scope within a $100,000 budget.

Consultant Contract
The City utilizes its own consultant contract when formalizing the consultant arrangement. A sample copy of that Consultant Agreement is attached.

Anticipated Timeline

1. RFP Issued: April 19, 2017
2. Questions due to the City: April 28, 2017 (sent via email to kflom@mail.de-pere.org)
3. Responses to questions posted on City website: May 3, 2017
4. Proposals due to the City: May 15, 2017
5. Possible interviews with finalists: May 22-26, 2017
6. Consultant Selection: June 6, 2017, Common Council Meeting

Submission of Proposals

- Due to the City of De Pere by 5:00PM on May 15, 2017
- 4 hard copies and a digital format copy (.pdf)
- Proposals should be sent to:
  Kimberly Flom, RLA/AICP
  City of De Pere, Economic Development & Planning Director
  335 South Broadway
  De Pere, WI 54115
  kflom@mail.de-pere.org
- The City of De Pere is not responsible for any costs incurred by parties responding to this RFP.

De Pere Resources
City of De Pere: https://www.de-pere.org/
Comprehensive Plan, Downtown Master Plan, Historic Neighborhood Preservation Plan:
https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730
De Pere Chamber: http://deperechamber.org/
Definitely De Pere: http://definitelydepere.org/
St. Norbert College: http://www.snc.edu/

sparc, inc.

the design offices of
RICHARD CASSIS

A proposal for the
Strategic Visioning and Branding Initiative
for the City of De Pere, Wisconsin

De Pere
WISCONSIN

Attachment: Exhibit B sparc inc scope (6039 : Resolution #17-56, Authorizing Agreement for Consulting Services Between the City of De Pere

PROJECT STATEMENT The sparc, inc. approach to achieving De Pere's goals and objectives

A brand is all of the promises and perceptions that a community wants its audiences to feel about its lifestyle and economic offerings.

kickoff PRE-PHASE 1

sparc, inc collaborative members responsible: Jackie Short, Mary Ann Rood, Daniel Grove and Richard Cassis

We recommend gathering all the key De Pere decision makers – including a few decision influencers – for a meeting to develop both understanding and enthusiasm for the visioning and branding process. We will want to understand people's history with the City, what you love, what you wish you could change. We will want understand the long winding road of the City's history to help us understand how we got to today, and what the image of De Pere is to the group.

In this session we will also discuss what branding is and isn't, and invite questions about the process we will be using, expression of any concerns and early contributions to big ideas. In other words, you can ask us anything. But just as important, we'll ask you a few things. In a structured ideation session, we'll gather input for the online research. In the ideation session we'll also get your take on the image of De Pere among key audiences – both current and past – and what that image could be or should be in the future. We'll talk about what we know and what we need to know. This session will make sure we have good direction for the research.

assessment & analysis PHASE 1

sparc, inc collaborative members responsible: Jackie Short, Mary Ann Rood, Daniel Grove and Richard Cassis

In order to develop a clear and deep understanding of the current perceptions of De Pere, we propose the following methodology:

Step 1: Demographics & Document Review
Our team will begin building our knowledge base with a review of pertinent City documents to understand recent discussions and recommendations. We will look for repeating themes and key topics. We will also collect and review demographics to understand the composition of the community and where the trends say you are headed.

Step 2: Online Survey
An online survey that reaches broadly across the De Pere community – residents, visitors, business owners, faith leaders, police and fire, social service providers – will enhance community engagement as it provides a clear view of the community's strengths and challenges.

We've learned that, by using a community organization's email lists – or those available from their businesses, faith groups, schools from K through 16 (along with their alumni) and economic development organizations – to reach survey participants, we can save project dollars that can be used for marketing or to take advantage of unforeseen opportunities. The survey will uncover key components of the De Pere brand image; both the strengths of the city that can be effectively communicated, as well as the challenges that need to be addressed perceptually. It will also include questions that begin to explore topics that may play a role in the vision and mission – types of and quality of development, appropriateness of infrastructure investments, desired types of housing, community resiliency, sustainability, public art, mobility and overall sense of place.

We also believe that the reach of the survey should extend beyond just De Pere. We will work with the City to identify mailing lists to reach an audience including the greater Green Bay and Appleton region. As one of the stated goals of this process is to assess and improve attraction and retention of young professionals, it is important to understand how this group perceives not only the City, but the region and De Pere's place in it. To that end we would enlist the support of young professional networks such as *Current Young Professionals*.

Step 3: Stakeholder Interviews
Guided by what the online survey tells us and where it steers us, we will conduct one-on-one or one-on-more-than-one interviews. We will look deeply into key issues surfaced in the online survey, plus any surprises that bubble up in conversation.

The list of interviewees will be developed jointly with the De Pere leaders and sparc, inc. to ensure that we get a true 360˚ view of attitudes, energy and perceptions from key members or influencers of the community. With the permission of the interviewees each conversation will be recorded to ensure an accurate expression of their views in the Brand Assessment Report.

In our previous community brand development initiatives those interviewed included Retail Business Owners (the largest, smallest, newest and those about to move), Real Estate Developers and Brokers, Residents (property owners and renters, parents, single people, young, old), Public Safety (police commanders and officers), Faith Leaders (large parishes, small congregations – both clergy and lay leaders), Social Services/Healthcare, Government Officials (Aldermen, City Clerk, City Treasurer), Community Activists and Educators.

Step 4: Public Engagement
Our team of designers and planners will continue to broaden and build our understanding of De Pere though a series of public engagement events. We have come to understand that in today's world of busy schedules and obligations, typical "work shops" attract the civically minded. While this is a passionate group of individuals who make the time to participate, often it does not represent the breadth of the community. To attract a broader range of individuals, we have found two successful strategies – 1) going to where the people are, and 2) food. We will craft a series of events and activities to draw a range of people. This will include sidewalk conversations in the downtown, outreach on the St. Norbert's campus, evening events centered around food at downtown spots like S.A.L.T., and more traditional "open houses." At these events, we will have interactive stations, voting ballots, comment cards and members of our staff to talk to. This also helps with participation as it allows attendees to calibrate their engagement to their comfort level. Some may want to sit in a corner and fill out a comment card, others will want to engage in a 10-minute conversation. The flexibility of these events will create a welcoming environment that is respectful to all participants and welcomes all input.

These larger public engagement efforts will be supported by a media campaign to further awareness. Our team will prepare posters and other print media to communicate and advertise the process and key events. Additionally, we will support the process digitally, by providing the City with content for its website.

Step 5: SWOT
As requested in the RFP, our team will lead the key steering committee in a SWOT analysis of the strengths, weaknesses, opportunities and threats for the City. This will be a closed door, roll-up the sleeves discussion. We will bring an assortment of good things to eat to keep our energy levels up, and our team's excitement and ability to keep the conversation flowing will help make this a fun and rewarding event.

Step 6: Community Profile Report
sparc, inc. will develop and present the results of both quantitative and qualitative research on the City's current issues, opportunities, image and positioning. The findings included in the report will do two things: they will provide direction for the development of the City's vision, mission and brand development, both visual and verbal, and they will become a guidepost as the community matures and new initiatives are undertaken – after the team has completed its work and the De Pere team is at the wheel.

PHASE 1 INSIGHT: EXPECT SURPRISES

Every community works hard to keep its collective ear to the ground. What are residents in need of? What's our best draw for new businesses and new visitors? What's getting in our way? What's our biggest selling point? But in virtually every community branding effort we find there is at least a handful of surprises uncovered by the research – a big idea no one saw coming.

Example: "Make this about our whole neighborhood" was a message that surfaced during stakeholder research for the Northalsted Business Alliance, the business development group of Boystown. Our solution – stay true to a community identity rooted in Pride, but build on it. That's how we came to the tag line: Chicago's Proudest Neighborhood.

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vision/mission & goals PHASE 2

sparc, inc collaborative members responsible: Richard Cassis, Mary Ann Rood and Daniel Grove

The vision for the community needs to incorporate many things. How you want to be seen, both internally and externally, as well as how you want to grow and change. The vision and mission also need to provide clarity for evaluating future decisions related to budgeting, planning and zoning. The fibers of the City's vision are interwoven with those of the brand, however, the vision should be developed first and be used to guide the brand.

We will synthesize the findings from Phase 1 and highlight common themes and highly supported concepts. By organizing this information, we will be able to suggest key elements that we recommend addressing in the vision and mission. We will work with the team of De Pere decision makers to build and refine the vision and mission and develop the appropriate wording to concisely and accurately capture the desired points and appropriate character. We will not work solely in words. Our team includes graphic designers, planners, and landscape architects who will bring imagery to the table, including representative photos and quick graphic mock-ups to communicate ideas and further conversations with the steering committee.

Using the large amount of input we have collected through the process, we will create a comprehensive list of potential priorities. Through discussion with the steering committee, we will test the validity and importance of each priority. If the priority has merit, we will confirm that it supports ***and*** is supported by the vision and mission, and identify an appropriate timeframe.

PHASE 2 INSIGHT: EXPECT TO GET INVOLVED

In our experience, there are hidden gems of talent among community leaders and doers – particularly the ones who get bitten by the branding bug. And in virtually every client project, we have developed a working partnership that truly benefits the community, even long after we've packed up the projector and gone home.

Example: Branding for St. Cloud, Minnesota is all over town: the latest in street sign technology – digital banners – and wayfinding signage displaying the St. Cloud Greater > logo. As the branding initiative wound down, the on-the-ground team in St. Cloud made it their business to develop every computer skill needed to take over and keep the brand growing into new forms. So when the call to sparc, inc. came last August saying, "Hey Richard, we're building a brand spanking new 1.5 million gallon water tower. We think this is a great showcase for the brand," it was no surprise.
They – and we – are living the brand in St. Cloud.

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brand development & strategy PHASE 3

sparc, inc collaborative members responsible: Richard Cassis, Mary Ann Rood and Daniel Grove

As you can see from our definition of branding (in bold below), we take a 360° approach to branding. We begin with the Brand Architecture that captures all the key elements of the City's brand –

- from vision and mission
- to brand promises to each critical audience
- to key messages with proofs points – the reasons to believe – that build the brand.

With approval of the Brand Architecture, we move on to the visualizing brand and defining the brand standards including developing a City of De Pere visual identity or logo, a brand logo line, distinct typography (font families and their treatment) and an engaging color palette to assist in identifying the elements of the City and its brand. We also will include complimenting graphic elements and unique photo treatment style.

All of this will be expressed within a brief brand standards guide document. The guide will include applications across recommended media, e.g. print, outdoor, online, signage, apparel, promotions, streetscape.

In many communities with which we have worked there is early discussion about a starting place for execution and marketing the new or refreshed brand: light pole banners, signage, bike racks, events, digital marketing and out-of-town tactics. It is entirely likely that our recommended execution plan will include all or some of these tactics. It is even more likely that research and brand architecture will add to or subtract from that list. And the ones included in the plan may play more than one role:

Example: We discovered that a street dotted with branded trash bins delivered two-fisted power to one community's brand marketing plan. Not only were they a tactic to raise awareness of the brand, but they tackled a hurdle for neighborhood pride that surfaced in research: litter.

A brand is all of the promises and perceptions that a community wants its audiences to feel about its lifestyle and economic offerings.

BRAND ARCHITECTURE SM

Your City's Vision and Mission

The Brand Promise to External Audiences

The Brand Promise to Internal Audiences

Positioning in Marketplace / Points of Differentiation

Brand Personality

Key Message 1	Key Message 2	Key Message 3	Key Message 4	Key Message 5
Proof Point(s)	Proof Point(s)	Proof Point(s)	Proof Point(s)	Proof Point(s)

PHASE 3 INSIGHT: EXPECT THE UNEXPECTED FROM YOUR AUDIENCES
– the ones in the marketing plan and the ones who respond beyond expectations.

Example: Branding for the Peoria Riverfront Museum became more than simply joining five museums – each with a unique collection, mission and audience – into a cohesive brand under one architecturally stunning roof. It became the centerpiece for the revitalization of downtown. Then came a complicating factor: recession. Branding had a bigger role to play. After engaging the public in a vote on the museum's name, everyone got involved in branding. The whole town was energized and joined in the "Build the Block" campaign to finish funding the museum and the core of Downtown Peoria.

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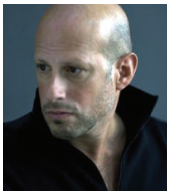
The sparc, inc. Team has been carefully assembled to bring a wide range of knowledge and expertise to assist the City of De Pere in developing comprehensive Strategic Visioning and Branding.

our team



RICHARD CASSIS Strategist and Creative Director AIGA SEGD

Richard is the principal and creative director of sparc, inc. and has nearly 30 years of award-winning branding and visual design experience. He has been recognized nationally and internationally for his effective design work ranging from branded environments and identities for boutiques, retail and foodservice to branding, identity, community work, kiosks, wayfinding and signage system work for municipalities, coalitions and non-profit organizations.

Primary Contact: Richard Cassis rcassis@sparcinc.com mobile 773-320-0395

MARY ANN ROOD Strategist and Writer

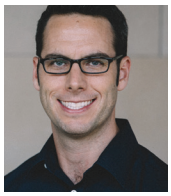
Mary Ann Rood has a background that integrates each of the essential disciplines of marketing: Branding, advertising, public relations, direct marketing, corporate communications, employee communications, consumer affairs, cause-related marketing, crisis communications, community and public affairs. She provides clients with communications strategy, positioning, program development and the execution required to make each of these the tools a measurable success.

Her branding experience includes a wide variety of communities, institutions, companies and organizations through brand development, re-branding and brand enhancement as well as naming. She is a frequent lecturer and instructor on branding and crisis communications.

JACKIE SHORT Marketing Researcher

Jacqueline Short is a market research professional with 25 years' experience in the field. Following positions as Director of Market Research at Ameritech and First Chicago, she established a market research consulting practice to provide individualized market research service consulting from the point of problem identification through final presentation of results.

Jackie has a strong background in both qualitative and quantitative research, with experience in brand image development, customer satisfaction, employee surveys, advertising message development and copy testing. She has in-depth experience with use of computer-aided multi-variant analysis including factor analysis, conjoint analysis and cluster analysis, and was one of the pioneers of the use of web-based survey methodologies.



DANIEL GROVE Strategist and Placemaking Consultant PLA LEED AP

Daniel has 19 years of landscape architecture and planning experience and has worked on a variety of projects centered on placemaking, identity and wayfinding, comprehensive planning and downtown master plans. His experience with such a diverse range of projects has helped inform and enrich his approach, taking the knowledge gained from previous undertakings and applying them to new contexts. Daniel takes an empathetic and passionate approach to public engagement and consensus building work that has served him well in a range of communities. Additionally, Daniel's organizational skills help him balance design goals with stakeholder expectations, quality control, and funding.

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project timeline

The timeline below is formulated based on two parameters: the Timeline for Completion provided in the Request for Proposal and our experience in branding initiatives for other communities. However, that experience has also demonstrated to us that our clients often have demands on their time that require flexibility from us. In those cases, we provide an updated timeline to be agreed upon as we continue to move forward.

KICKOFF PRE-PHASE 1	**2 hours (Week 1)**
ASSESSMENT & ANALYSIS PHASE 1	**3 months**
VISION/MISSION & GOALS PHASE 2	**2 months**
BRAND DEVELOPMENT & STRATEGY PHASE 3	**2 months**

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projected budget

It has been our experience in branding or rebranding a community that it's common to encounter the unexpected – both hurdles and opportunities. We want our clients to be prepared for these inevitabilities and have the ability to be nimble in addressing them. For that reason we look for opportunities to save costs in every phase of the project. In order to realize savings it is our practice to work with sources and suppliers trusted by our clients – particularly those whose principal or satellite operations are in our client's community. We recognize that long-standing relationships with these suppliers may lend themselves to more favorable pricing and allow our clients to stretch their marketing dollars further. That said, we also look to suppliers with whom we have similar relationships to provide the most cost effective solutions possible. The net effect is good stewardship of the budget.

KICKOFF PRE-PHASE 1 **$2,000**

Ideation session in the branding kickoff meeting to gather all the background information that will provide key attributes for the survey

ASSESSMENT & ANALYSIS PHASE 1 **$50,000***

Demographics & document review
Survey creation, editing and programming
Survey launch and monitoring
Survey analysis and report preparation
2 days of one-on-one or one-on-a-few interviews**
Interview analysis and report preparation
Public engagement events (i.e. workshops)
SWOT analysis
Presentation of Community Profile Report

VISION/MISSION & GOALS PHASE 2 **$20,500**

Synthesize Phase 1 findings
Comprehensive list of priorities with timeframes

BRAND DEVELOPMENT & STRATEGY PHASE 3 **$17,500**

Craft Brand Architecture beginning
with Vision and Mission
Present Brand Architecture
Execute Brand Architecture through
community implementation strategy
(including tools such as the logo, color palette, fonts, etc.)

TOTAL FEES	**$90,000**
RELATED EXPENSES * **	**$10,000**
BUDGET TOTAL	**$100,000**

* Assumes use of email lists for online survey provided by City of De Pere.
** Assumes scheduling and recruitment of interviewees by City of De Pere.
*** Travel, supplies, meeting materials, deliveries, parking, etc.

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Terms and conditions

This proposal is based on electronic delivery of all concepts and layouts. All logo and/or logotype art will be available in digital format for client use in print and website applications. All presentations will be executed electronically via pdf files unless otherwise requested. Paper/material samples will be provided for approval. This proposal includes essential meetings, sketches, layouts and 2 rounds of revisions. Any revisions over 2 rounds will be $200.00 per hour. Figures above do not include actual assembly of pieces, packing material, postal containers, addressing, postage or mailing. The printing costs do not include tax or shipping and may change depending on actual artwork and layout.

sparc, inc. retains the rights to use all concepts, designs, layouts and art for self-promotion. sparc, inc. will include discrete concept, design and writing credit information on appropriate collateral. This proposal is for the purchase of one creative approach (concept) to be selected by you, the client and executed by sparc,inc. All other ideas, concepts or designs described or exhibited remain the property of sparc, inc. All materials used in the execution of this project – including artwork and computer-generated files, instructions and formats – remain the property of sparc, inc. Said materials may be copied and used only upon written permission. A kill or cancellation fee will apply if client wishes to terminate this agreement. Any legal fees necessary to seek such fee or any other funds will apply.

1/2 of fees due upon signing agreement and will be applied against the overall job estimate.

Q&A1 ANSWERS TO QUESTIONS part 1

We like your approach but, now that you are a finalist, would like to know more. Can you take the strategies provided in your RFP and break them down into a task list? Walk us through what this project will feel like step by step. There is, of course, opportunity to revise and amend this task list if selected. While your RFP is very well written, this is one area where the interview panel really wanted to see some additional 'meat on the bone'.

PRE-PHASE 1

Task 1: Kick-off Meeting (Visit 1)
Conduct a half-day kick-off meeting with City staff and the project steering committee. Our team will provide a presentation and discussion that defines the full scope of branding, what it is and isn't, so that the overall group is in alignment with each other and the process. We will then lead a discussion to provide input for research topics and to uncover initial insights into challenges and opportunities within the community. We will also start to identify key stakeholders that our team will target for interviews.

We will also conduct field-work and walking tours of the community during this visit. We would welcome staff and other groups to participate in the walking tours, where available, to help identify micro and macro issues in the community.

PHASE 1: ASSESSMENT & ANALYSIS

Task 1.1: Demographics and Document Review
Our team will review documents from the City and partner organizations including the Comprehensive Plan, Downtown Master Plan, Zoning Ordinance, Historic Neighborhood Preservation Plan, Comprehensive Outdoor Recreation Plan and other pertinent documents. We will become familiar with these documents as they relate to potential strategic vision topics raised during the kick-off meeting, and other community issues and goals that are relevant to the process.

We will also conduct a review of the City's demographics to understand the composition of the community and where it is trending in regard to age, income and other factors.

Task 1.2: Project Website
We will work with City staff to establish a project webpage. This can be hosted either on the City's website or be a standalone site. This site will be maintained throughout the duration of the project to provide key dates and links to project resources and deliverables for interested stakeholders.

Task 1.3: Online Survey
Informed by the kick-off meeting and initial demographics and document review, an online survey will be conducted that reaches broadly across the De Pere community of residents, visitors and business owners.

Samples of subjects covered in the survey may be:
- Current image adjectives associated with De Pere.
- Current shopping/dining habits in De Pere and other communities.
- Barriers to living/visiting/shopping/dining in De Pere.

The survey will be sent out to a list created from De Pere organization's email lists – or those available from their businesses, faith groups, schools and economic development organizations – to reach survey participants. We would also enlist the support of young professional networks such as Current, and rely on other area government sources or businesses and would work with the staff to find available email lists for outside De Pere that could be made available to us.

If absolutely no lists are available we always have the option of purchasing a list from a reputable research list vendor. This would however, add roughly $3,000 to the cost of the research so we will work hard to identify resources before we consider this option.

The survey will be reviewed and approved by the full City staff and the Steering Committee prior to launch. Once programmed into the survey software, a URL link will be created that can be sent out or posted on social media or websites without any exchange of consumer email information. This allows each participating group to keep their constituents/customer list secure and we have found it significantly increases organization willingness to participate.

Task 1.4: Stakeholder Interviews (Visit 2)
We will work with staff to refine the list of stakeholders, identify an appropriate location and schedule the interviews. Past experience has taught us that recruiting and scheduling interviews is best done by our client organizations. This accomplishes three important goals: key stakeholders know that the branding process has begun, that their voice will be heard and that they are receiving an invitation from someone or an organization they know and trust. At the same time, in advance of our visit, we will prepare a preliminary discussion guide and work with staff to review and refine them.

We will conduct up to 24 one-on-one or one-on-more-than-one interviews over a period of three days. Interested parties not available to meet will be given the opportunity to submit written responses or participate in a phone interview. This would include elected officials, either in small groups of one or two, or the whole council at an open public meeting as a strategic visioning session.

Task 1.5: Community Event 1 (Visit 2)
We will conduct a weekday evening community event during our visit. We will finalize the content and scope of this event through staff and Steering Committee discussions, however, we anticipate it to include the following components:
- Open house format – no formal presentation or start time to allow participants to come and go as they please and work the event into their schedule.
- Engaging and interactive stations – a mix of informative and interactive topic-based stations. Some will provide information on the process and goals, while others will ask questions related to the strategic vision, community goals and issues or concerns for the community. Stations may also include a visual preference exercise or high lighting key community assets and problem areas on a map.
- Open comment cards – provide for sharing big ideas or blowing off steam.
- Snacks and beverages

We will help generate interest for the event by providing a flyer in PDF form that the City can distribute to partners and a brief description that can be used in a press release. We will also make sure that the project website is updated to provide the event details.

Task 1.6: SWOT Analysis (Visit 2)
The morning following the community event we will regroup with City staff and the steering committee. We will share our "top of the head" thoughts on the event and the input we have received from stakeholder interviews and facilitate a brief discussion of the information we have received and the information we should still seek out. We will also conduct an evaluation of strengths, weaknesses, opportunities and threats with the group. By collaborating on this analysis, it will reflect the range of perspectives in the community and help to highlight the interplay that internal and external factors, both positive and negative, have on the community.

The team will revisit the SWOT analysis to refine and add any new information that is uncovered in the final tasks of this phase.

Task 1.7: Community Event 2 (Visit 3)
Our team will also provide one additional community even as part of Phase 1. Based on our experience, it will be better to design this event once we are further into the process so that it can be crafted to collect needed information or test and confirm trends that we see forming early in the process. Potential events could include:

- Conducting a second version of the first community event, but holding it in a different part of the community or on a weekend.
- Conducting a specific event on the St. Norbert's campus to collect input from students.
- Establishing a booth at a Thursday Farmer's Market to create awareness of the process, conduct intercept surveys and talk to interested stakeholders.
- Conducting a series of community walking and biking tours that are open to the public.

Task 1.8: Community Profile Report
We will synthesize the results of the Phase 1 analysis in a summary report. This will include the key findings from our document review, both quantitative and qualitative research on the City, the refined summary of the SWOT analysis and the team's initial thoughts on image and positioning. The findings included in this report will do two things: they will provide direction for the development of the City's vision, mission and brand development, both visual and verbal, and they will become a guidepost as the community matures and new initiatives are undertaken – after the team has completed its work and the De Pere team is at the wheel.

PHASE 2: VISION/MISSION & GOALS

Task 2.1: Vision, Mission & Goals
Building on the community profile report, we will further synthesize the findings and highlight the top ten common themes that we heard throughout the process.

Additionally, we will prepare a comprehensive list of the suggested concepts and community priorities that have been collected. We will identify and rank these concepts based on the number of times they were suggested or the amount of support they received in surveys or at community workshops. For high ranking concepts or those that are more complex to understand, our team will collect reference photos, case studies or develop imagery to help convey the concept to City staff and the steering committee.

This information will provide a starting point of key words and ideas that may contribute to the development of a vision, mission and goals.

Task 2.2: Staff and Steering Committee Work Session (Visit 4)
Our team will facilitate a work session with City staff and steering committee centered on developing the vision, mission and goals.

We will start by presenting the top common themes to the group and then build upon the ongoing discussions started in the kick-off meeting about what the community aspires to be and how it will get there.

From this discussion, we will start to narrow down the vision, identifying and prioritizing key words and topics. We do not believe that the vision and mission statements can be written by committee, but we will facilitate the discussion to establish the framework, allowing us to write these statements for review and editing by the committee.

As the second part of the work session, we will present the list of potential concepts and goals. We will walk through each one and our understanding of how it fits into the character of De Pere. We will then lead the group in an exercise, allowing for additional concepts to be added to the list, or edits the concepts. Then each member of the committee will be allowed to vote on their top priorities. Through this exercise and group discussion a preliminary prioritized list of goals will be developed.

Task 2.3: City of De Pere Strategic Vision
Our team will organize the final recommended Vision and Mission statements, along with the City's goals and priorities, into one document. The priority goals will include narrative descriptions, reference imagery and implementation recommendations including potential partnerships, funding opportunities, timeframe, order-of-magnitude costs, sequencing and milestone tasks. This document will be provided to City staff and the steering committee for review and we will provide one round of edits based on the input collected.

PHASE 3: BRAND DEVELOPMENT & STRATEGY

Task 3.1: Brand Architecture (Visit 5)
Based on the finding of the SWOT analysis and both quantitative and qualitative research we will build the brand architecture. It will include:

- Mission & Vision
- Brand Promise to External Audiences (visitors, new business prospects, neighboring towns)
- Brand Promise to Internal Audiences (residents, business owners, students)
- Positioning in the Marketplace/Points of Differentiation (what sets De Pere apart)
- Brand Personality (what it feels like to live in or visit De Pere, and how it communicates)
- Key Messages & Proof Points (messages that support the brand and reasons to believe)

Also included will be a tag line that captures the imagination of all the audiences and says – in a few words – what De Pere is all about.

The final phase of our work not only brings the brand to life but provides guideposts for De Pere to use after the project is finished.

Task 3.2: Brand Visual Identity/Logo (Visit 6)
Working from the established and approved Brand Architecture, we will create the visual representation of the City of De Pere brand and present 2-3 options for review and approval by the Steering Committee. This visual or brand signature will include logotype indicating "De Pere" or "City of De Pere", the chosen tagline and potentially a brand mark or symbol representing the City. Concurrently, we will shape a color palette and choose brand fonts and begin to visualize a brand "look" through a number of brand touch points such as the City website home page, fleet graphic, street banner and apparel. After the favored option is chosen and any alterations are made, we will create variations of the brand signature as appropriate (i.e. logotype and mark with no tagline, mark only, vector scalable format, JPG for online use, etc.).

Task 3.3: Brand Standards Guide
As we are working on creating the brand visual identity and finalizing each aspect, we will, concurrently begin to form the content of the Brand Standards Guide. This Guide, as seen in the St. Cloud example included at the end of this document, will include an introduction to the Brand Architecture through a section dedicated to the Brand Spirit and Intent, sections covering typography or fonts, the color palette, proper and improper logo and brand signature usage, a guide to Brand Imagery and how to use it within specific collateral, etc. The Guide will be presented as a digital PDF document that the City may have printed and bound, may also be placed in the resources section of the City website and should certainly be shared with communications and marketing production partners in the execution of any brand extension collateral or materials.

Task 3.4: Brand Implementation Plan
Depending on the approved Brand Architecture, we will build an implementation plan. At the heart of the plan will be communication to all internal De Pere stakeholders about the brand, the 360° input used in its development and how it will be rolled out. Many cities consider light pole banners, signage and website the first communication channels. That said we have also found some innovative ways to raise awareness, from trash bins to sidewalk chalk art to branded wearables. This implementation plan will identify potential prioritization, order-of-magnitude costs, timeframes, and potential partnerships.

At the completion of this process, we will provide the City with digital versions of all final deliverables. We will conduct a conference or video call with staff to discuss the implementation plan and the City's roll-out of the new brand.

Q&A2 ANSWERS TO QUESTIONS part 2

Of our three finalist teams, you proposed devoting the least amount of money to Phase 3. This is neither good or bad, but we'd like to make sure we have a clear understanding of the end product of phase 3. Can you provide a little more detail about what is promised as part of the Brand Architecture and brief brand standards guide document? Do you have an example of this from a previous project that could be submitted? Does your project scope include acquiring some of the imagery that would fit the photo treatment style? Is there an accompanying implementation strategy that provides guidance on events, media, communications, city internal operations/ processes, etc. to help the City begin to live the brand and move it forward?

Brand Architecture *(See document on next page.)*
Phase 3 is essentially the creative process, and your question is one we hear from other clients. The answer lies in our investment in the research process – more than most other firms are equipped to provide. Our experience in communities has taught us that by investing in research, the creative process that produces the brand architecture – from vision statement to key messages – is a natural extension of what the audience has told us. That makes it simplified and efficient. So when we spend less time, we're better stewards of your budget.

The Brand Architecture provides the foundation for communicating and supporting the brand to all its audiences – residents of De Pere, visitors, businesses – both new and established, college students and their parents. It includes not only key messages, but facts that support those message. It also gives you guidance on the tone and personality that those messages project in support of the brand.

A good example is the Brand Architecture we created for Chicago's Northalsted neighborhood. It not only addresses the neighborhood's strengths, but messages that – as part of the marketing campaign – tackle hurdles faced by the community.

Brand Standards Guide *(Example Guide at the end of this document)*
The contents of the Brand Standards Guide we create for the City of De Pere will be much like the example we have created for the City of St. Cloud and have included in its entirely at the end of this document. However, we will tailor your Guide to serve De Pere in the best way possible. Therefore it will vary from the example.

Brand Imagery *(See suggestion and website link at bottom right of next page)*
The following is an example of verbiage that may be in the Brand Standards Guide regarding Brand Imagery:

Photography, video and any other brand imagery are one of the most vital elements used to express the City of De Pere brand. It evokes emotion and connects people to the city, maximizing their investment and enthusiasm level. Just as important, the photography has a point of view. It says that De Pere is unique, that it's a wonderful place to live and/or visit. Of course, we want to present beautiful photography. But we also want that photography to convey the qualities of the city, tell the story of its people and all its success as well as the essence of the brand expression. Brand imagery categories will include Portraiture (stakeholders, leaders, icons), Still Life (brand messaging concepts), Landscapes (nature, promotion, aspirational), and Photojournalism (news, events, editorials).

While obtaining and/or securing an artist to create brand imagery is not included in our scope of work, we often recommend a highly successful and budget-conscious option of creating an annual photo contest with prizes. You'll see the latest St. Cloud Photo Contest announcement and website link to rules and submittal information.

As brand stewards, sparc, inc. will attempt to seek out qualified and talented local photographers and artists, on behalf of the City, who know De Pere, its history, its present state and where it wants to be in the future. For example, we've already begun working with a discovered resource by reaching out to a Green Bay resident and photographer Ben Baeb for usage rights for his wonderful imagery of De Pere seen in our proposal to the City of De Pere Selection Committee.

Implementation Strategy
Per the RFP and our Proposal, yes, we are planning to create an Implementation Plan outlining action items and guidance pertaining to events, media, communications, city internal operations/processes, etc.

A brand is all of the promises and perceptions that a community wants its audiences to feel about its lifestyle and economic offerings.

NORTHALSTED NEIGHBORHOOD, CHICAGO BRAND ARCHITECTURE SM

Northalsted Vision

To be national model of diversity.

The Brand Promise to External Audiences

The Chicago neighborhood that is most welcoming to the most diverse mix of residents, businesses, services and entertainment.

The Brand Promise to Internal Audiences

Everyone is welcome here.

Positioning in Marketplace / Points of Differentiation

No other Chicago neighborhood has been named *Best Gay Neighborhood* in the world, as well as welcoming to residents, shoppers and guests of every identity.

Brand Personality

Smart. Hip. Tolerant. Proud. High energy.

Key Message 1	Key Message 2	Key Message 3	Key Message 4	Key Message 5
The best gay neighborhood in the world	We're good neighbors. It's a pride thing.	We're Green with Pride.	You're in and we're proud.	I'm proud and I'm trained
Proof Point(s)	Proof Point(s)	Proof Point(s)	Proof Point(s)	Proof Point(s)
Out Traveler magazine annual award	Bartender/server message campaign: "Head out quietly. Don't wake the neighbors"	Branded trash receptacles on every block where there is an eating or drinking establishment. Branded plant hangers.	New Business Alliance members are welcomed and supported – window/ door sticker	Business owners and employees have complete Chicago Police Dept. training

Brand Tagline

Chicago's Proudest Neighborhood

Please find the St. Cloud Brand Standards Guide example at the end of this document.

http://www.ci.stcloud.mn.us/996/2017-St-Cloud-GREATER-Photo-Contest

Q&A3 ANSWERS TO QUESTIONS part 3

It is important to us that the research aspect of Phase 1 contains both qualitative and quantitative information. Can you provide a little more detail as related to how your team will approach the research phase and survey? For example, how do you craft the survey questions? What resources do you use to collect quantitative data about the community in order to gain an understanding of our place in the world? We didn't hear much from Jackie on the phone but we'd to know more about how she will work her magic on this project.

Research Plan *(See diagram at top left of next page)*
The research plan is designed to obtain both the internal and external views of De Pere so we can create the Brand Position with the properly balanced view.

PRE-PHASE 1

Kickoff Meeting – gathering the Brand Vision *(See diagram at top right of next page)*
Embedded in the kickoff meeting is an Ideation Session which is the first step in our research process. This involves taking the entire group through a structured exercise that will uncover the De Pere decision makers' vision for De Pere as well as their view of the current image.

There is a series of questions that has been proven over the years to elicit the more emotion-oriented and in-depth discussions that are what a brand is truly built on. Our vision of branding is always to reach for the "heart" level as this is where brands truly resonate.

Samples of questions are:
- If downtown De Pere disappeared, what would be missing in residents' lives?
- How does De Pere feel different from surrounding towns, how is the "vibe" different?
- What would the "ideal" De Pere look like in 2020 if there were no constraints of time or money?

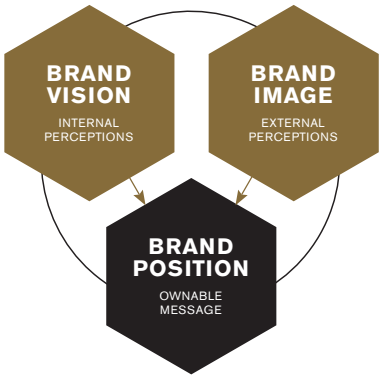
PHASE 1: ASSESSMENT & ANALYSIS

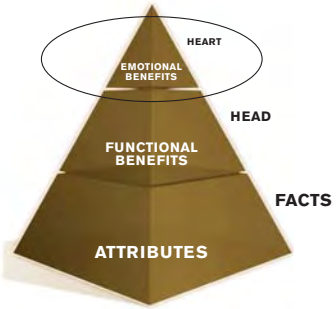
Research & Planning – gathering the Brand Image

Step 1: Demographics & Document Review
This step does two things: it provides the facts and it provides the gaps in the facts needed to craft a vibrant brand for De Pere. This understanding helps guide Steps 2 and 3.

Step 2: Online survey
Informed by the Ideation session, an online survey that reaches broadly across the De Pere community of residents, visitors and business owners will gather all the components of the pyramid referenced above (attributes, functional benefits, emotional benefits).

Samples of subjects covered in the survey are:
- Current image adjectives associated with De Pere.
- Current shopping/dining habits in De Pere and other communities.
- Barriers to living/visiting/shopping/dining in De Pere.





We've learned that, by using a community organization's email lists – or those available from their businesses, faith groups, schools and economic development organizations – to reach survey participants, we can save project dollars that can be used for marketing or to take advantage of unforeseen opportunities.

As one of the stated goals of this process is to assess and improve attraction and retention of young professionals, it is important to understand how this group perceives not only the City, but the region and De Pere's place in it. To that end we would enlist the support of young professional networks such as Current.

To reach those outside of De Pere, we would rely on other area government sources or businesses and would work with the staff to find available email lists that could be made available to us.

- If absolutely no lists are available we always have the option of purchasing a list from a reputable research list vendor. This would however, add roughly $3,000 to the cost of the research so we will work hard to find alternatives before we consider this option.

The survey is reviewed and approved by the full team prior to launch. Once programmed into the survey software, a URL link is created that can be sent out or posted on social media or websites without any exchange of consumer email information. This allows each participating group to keep their constituents/customer list secure and we have found it significantly increases organization willingness to participate.

Once the information is analyzed, we will begin to craft potential positioning/messaging statements that will be tested in Step 2.

Step 3: Stakeholder Interviews
The discussion guide for these one-on-one or one-on-a-few interviews is informed by Steps 1 and 2. Not only will these interviews give us insight into attitudes, perceptions and energy of the community, but it will help expand our understanding of the results of the demographic data and online quantitative survey.

A good example from a recent project dealt with identifying positive points of differentiation with two neighboring communities. Quantitative research showed that the other towns out-performed our client community in terms of shopping and dining habits. In the interview setting, respondents focused on quality of life rather than quantity of dollars. While all acknowledged a "wish list" for more new businesses, what provided the heart of the city's brand was their unified belief – and supporting facts – that their town is "down to earth" and they live among the best neighbors in the world.

Q&A4 ANSWERS TO QUESTIONS part 4

We also know that sometimes the big idea is easily missed for those of us who live De Pere day to day. For that reason, outside perceptions of our community are really important. Have you had success with this sort of 360 degree view in other projects? How would you recommend we solicit that sort of outsider feedback?

One feedback we receive consistently from our community clients is that we bring an outsider's openness – no accepted "truths", no biases, no closed minds – combined with candor. That's why we arrive early and stay late, engaging and listening to residents and business owners. But it also important to hear from those outside the community who are important to its success as measured in economic terms and in quality of life.

A good example is our work for a region that comprises several very different communities, but for whom visitors are the life blood of their economy. In that case, visitor destinations (hotels, restaurants, theatres, libraries) provide the connection to the online survey through their websites and on-site promotion that includes the link to the survey. They also use Convention and Visitors Bureau interns, equipped with the survey loaded on tablets, to roam crowds at high visitor-volume events. In the case of De Pere, invitations to for outsiders to complete the survey might also include St. Norbert parents and alumni.

Q&A5 ANSWERS TO QUESTIONS part 5

Us municipal folks love to talk about performance measures (even though we rarely have the time to actually track them). What do you feel are possible measures of success for this project for De Pere? Clicks on a website? Public involvement? Completing items on the implementation plan? Support and buy in from elected officials and the public? Something else?

Realizing a return on investment of a new or refreshed brand requires both short-term and long-term measurements. Some are easily quantified, others may require follow up research. Depending on the Implementation Plan developed for De Pere, the success metrics will likely combine both qualitative and quantitative data.

A good example of finding near-term quantifiable measures of success is in our work for the Chicago neighborhood of Northalsted. While a brand marketing and implementation plan was not part of the engagement's original scope, sparc, inc. was retained to create a plan, along with metrics to measure outcomes. An excerpt of the plan is below:

MEASUREMENT OF SUCCESS
The metrics of success will be determined by both internal and external marketing campaign.

Metric #1: Expanding diversity of residents
Measurement tool: 2020 Census

Metric #2: Growth in retail population
Measurement tool: Commercial real estate closings and footage, year over year

Metric #3: Growth in Northalsted Business Alliance membership
Measurement tool: New member count – along with terminated memberships

Metric #4: Northalsted website visits
Measurement tool: Number of visitors increased, number of pages visited increased

Metric #5: PR effectiveness
Measuring the effectiveness of public relations is less straightforward than measuring the effect of paid media. The reason: advertising offers control over message, PR does not. However, balancing the impact of both channels is clearer – PR generates as much as 70% more believability and credibility than paid advertising. Another reason: measuring something that didn't happen (no coverage of a negative incident in the area) is impossible.

While there are many service providers who will track, report and evaluate media coverage, the cost of this measurement can be considerable. The sparc, inc. recommendations: track and store media coverage (print, TV, radio, social media) and do a self-evaluation every quarter.

Q&A6 ANSWERS TO QUESTIONS part 6

You've been here, seen a little bit of De Pere, and met us. Any additional thoughts on this project? Anything we should consider tweaking or moving around in our scope based on what folks have told you or things you've learned? Any interesting insight to share?

Our digging into De Pere started long before our on-the-ground visit. We talked with friends and colleagues who know the city well. We pulled from experience in neighboring cities. Then we talked to De Pere people – from an Indian grocery/watch store owner to small business owners to restaurant servers and hospitality providers.

The insights and observations we can share include:

De Pere has an immense asset to leverage: its historic building stock. Unlike neighboring cities that are suffering after mowing down their architectural history, and its charm, this would allow De Pere to "lean into" what differentiates the city. In this effort, it will also be important to communicate that historic preservation and development don't need to be mutually exclusive.

With the completion of the 102 on Broadway, De Pere is taking solid steps toward providing the housing stock that appeals to the demographics that prefer a "walkable" city. That can apply to both Millennials and Boomers. However, our walking tour also pointed out what's missing: a general supermarket in the neighborhood. Waseda Farms can answer the need for organic produce and products, but there remains a need for a store within walking distance to satisfy the entire weekly grocery list, or ingredients for tonight's dinner.

The single family homes in De Pere are another housing asset that may be a natural draw for the older Millennials – those who are starting families. The demographic tends to have cars for commuting to work as well as shopping.

There also seems to be an opportunity for adding to and diversifying restaurants on both sides of the river. Our Stella server pointed out that more restaurants – though not more Italian restaurants – would be a good thing for the city. He noted he would prefer them on the other side of the river.

And finally, we couldn't ignore empty store fronts. We recognize that e-commerce continues to grow and large warehouse shopping like Costco provides good value, both making it hard to keep storefronts full. However, De Pere has more boutique clothing stores that we see in many communities, along with a downtown theater and other unique shops, things other downtowns would die for. So what are the obstacles facing these buildings? Is it perception or reality? Through the process we would like to get a better understanding of what uses the community wants to see and what trade-offs they would be willing to make to see more active storefronts.

City of De Pere MEMORANDUM

To: Finance and Personnel Committee
From: Kimberly Flom, Economic Development & Planning Director
Date: July 11, 2017

RE: **Strategic Visioning & Branding Initiative – Consultant Recommendation**

Background/Summary

In April 2017, the City Council approved a Request for Proposals (RFP) to seek qualified consultant teams to submit for the Strategic Visioning & Branding Initiative. The project includes three phases and envisions a robust public engagement and facilitation process.

PHASE 1 Assessment and Analysis
PHASE 2 Vision/Mission and Goals
PHASE 3 Brand Development and Strategy

The City released the RFP on April 19 utilizing the following communication channels:

- Posted on City Website – Shared via social media (facebook/twitter/linkedin)
- Directly sent to firms that had expressed interest
- Directly sent to Wisconsin marketing and advertising firms
- Posted on the League of Municipalities Classified Page
- Posted on the American Planning Association RFP Page
- Shared with Marketing and Economic Development Professional organizations

In early May, the City provided responses to 51 questions submitted by 11 different firms. The questions and responses were also posted on the website.

By the RFP deadline, May 15, we received 28 submittals, an overwhelming response. Using the objectives listed in the RFP, we selected six teams to interview. The six finalists each spent an hour talking with an interview panel consisting of the Mayor, City Staff (including the City Administrator, Economic Development and Planning Director and City Planner) and a member of the Steering Committee.

The interview panel narrowed the field from six to three and staff then checked references. Two firms were asked a series of follow up questions. Based on their submittals and performance throughout the process, we recommend that the City Council approve sparc, inc. to complete the Strategic Visioning & Branding Initiative. A copy of their submittal is attached for your review.

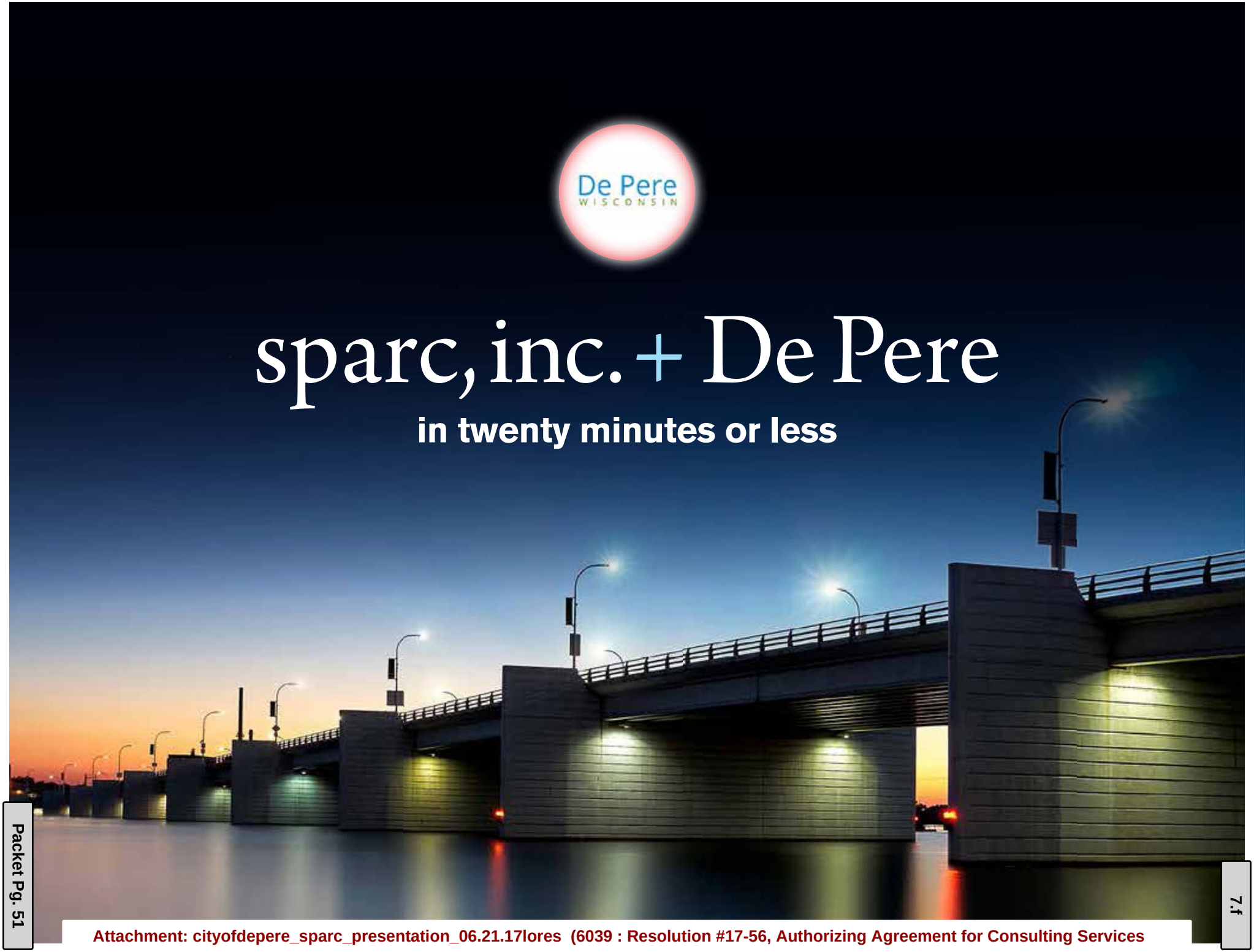
If approved, City staff will work with the consultant to finalize a scope and contract to be reviewed by the Common Council. Then the project will begin and likely take 6-8 months to complete. The Steering Committee for the project has already been formed and has had one kick off meeting.

Attachment: Vision RFP FP Memo Consultant 7-2017 (6039 : Resolution #17-56, Authorizing Agreement for Consulting Services Between the

Recommendation

The interview panel recommends that the Common Council approve sparc, inc. to complete the Strategic Visioning & Branding Initiative for the amount of $100,000, to be funded by Stadium Tax Excess funds.

If you have any questions regarding this item prior to the meeting, please contact me at 920-339-2370 or kflom@mail.de-pere.org.


De Pere
WISCONSIN
sparc, inc. + De Pere
in twenty minutes or less

the sparc team

Richard Cassis
Strategist & Creative Director

Daniel Grove
Strategist & Placemaking Consultant

Mary Ann Rood
Strategist & Writer

Jackie Short
Researcher

community branding

A few things to know about our community branding process:

This is a process we trust because

It has worked so well for other clients, other communities
It gives you a 360° look at your audiences and values all input
It allows for – even expects – surprises
It is a good steward of budgets
It provides a guidepost for brands as times change and they evolve

3 phases

Pre-Phase I: Kickoff **2 hours** **(Week 1)**

Phase 1: Assessment & Analysis **3 months**

Demographics & Document Review
Online Survey
Stakeholder Interviews
Public Engagement
SWOT
Community Profile Report

Phase 2: Vision/Mission & Goals **2 months**

Phase 3: De Pere Brand Development & Strategy **2 months**

De Pere
WISCONSIN

FARMERS MARKET
De Pere, WI

working with us

What it's like:

We work as partners with our clients

Great ideas come from everywhere

No stakeholder goes unheard

Surprises welcomed and embraced

Our client relationships often start with a project and turn into years as colleagues

We love what we do

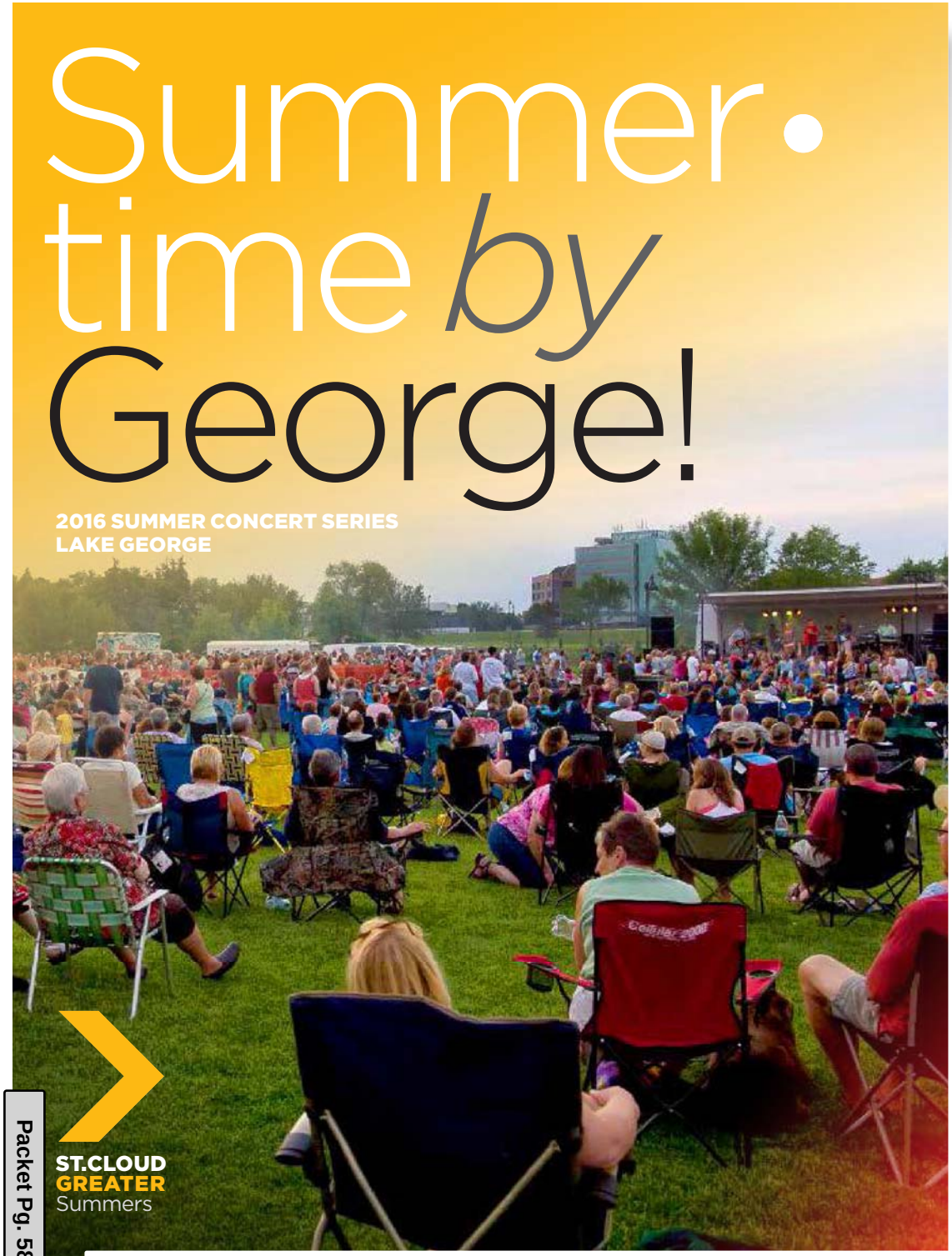
our work

ST.CLOUD
GREATER

ST.CLOUD
GREATER
Ambassador

ST.CLOUD
GREATER
Proud
Partner

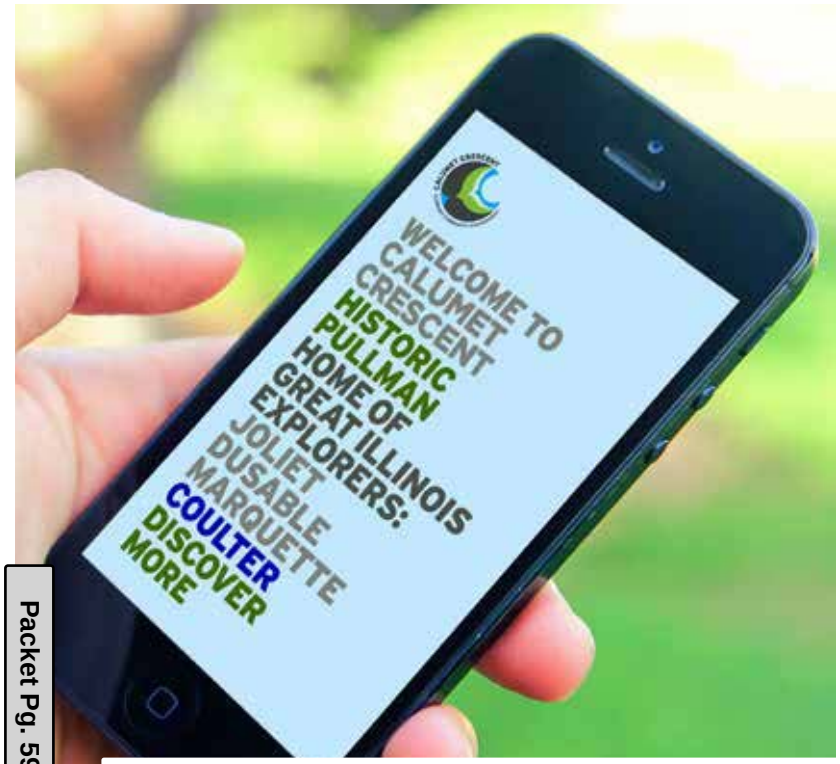
ST.CLOUD
GREATER
Supporter



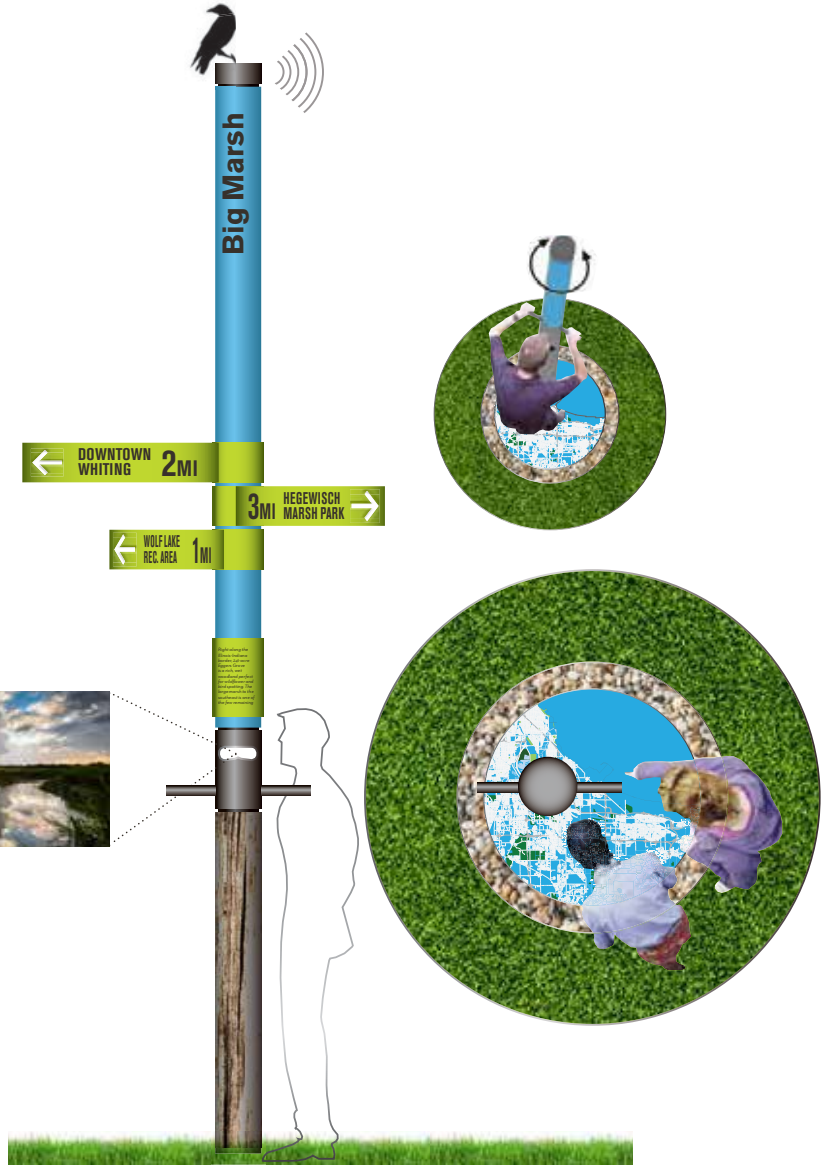
Official Biodegradable Leftovers Bag
for Launch Phase Dining Program

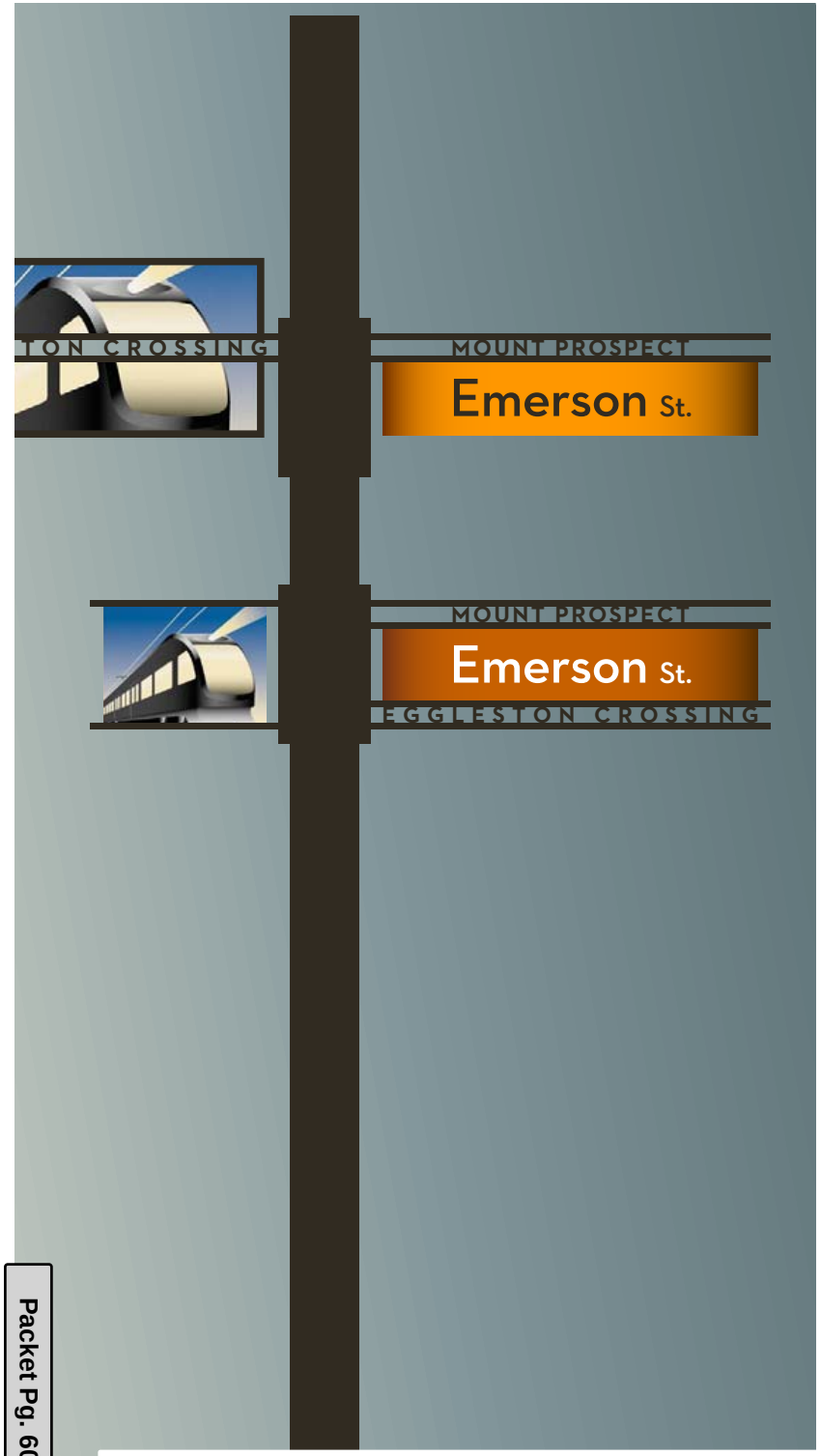
CALUMET CRESCENT

ECONOMY:COMMUNITY:ENVIRONMENT



BIG MARSH THREE60° VIEWSCOPE WAYPOST

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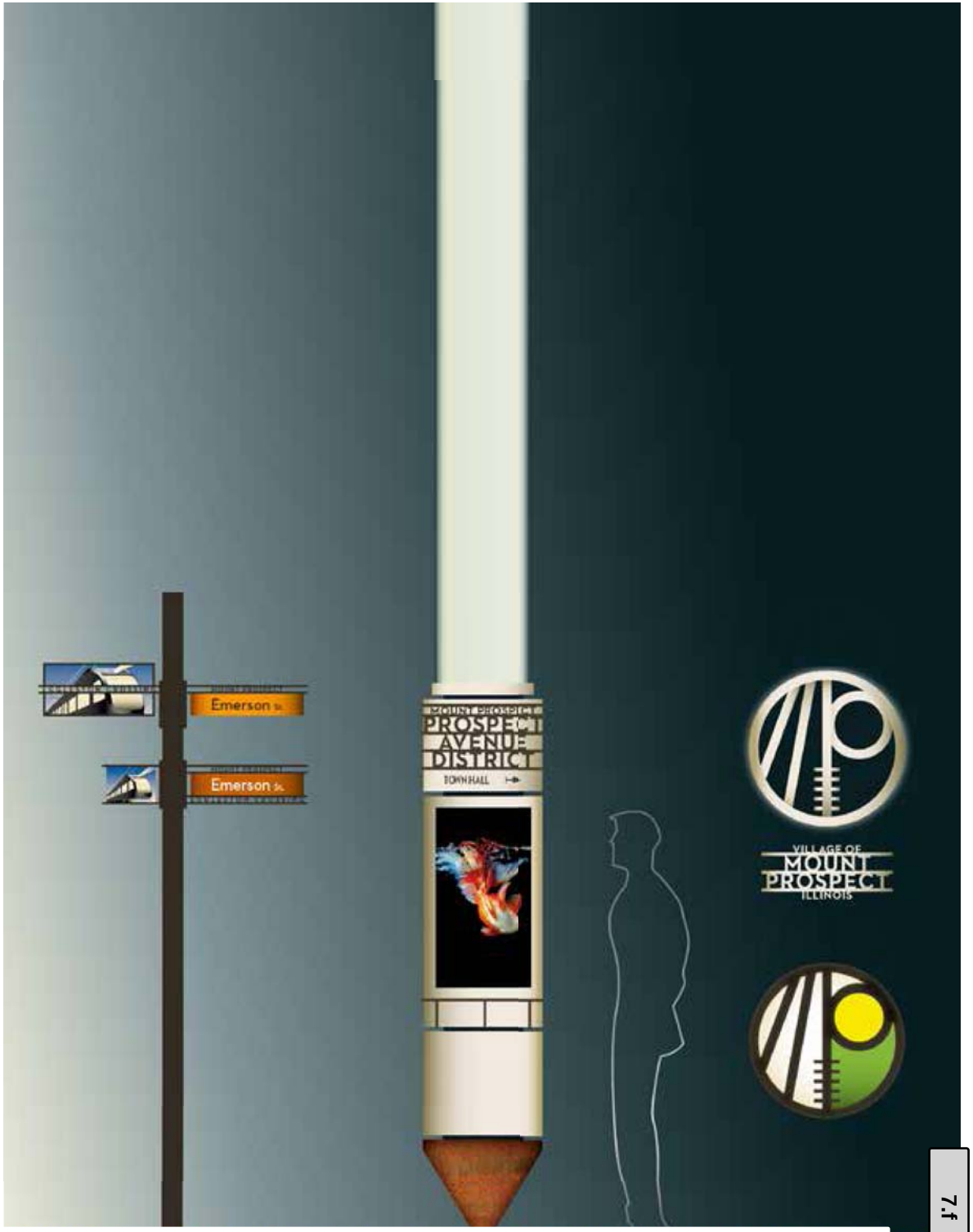
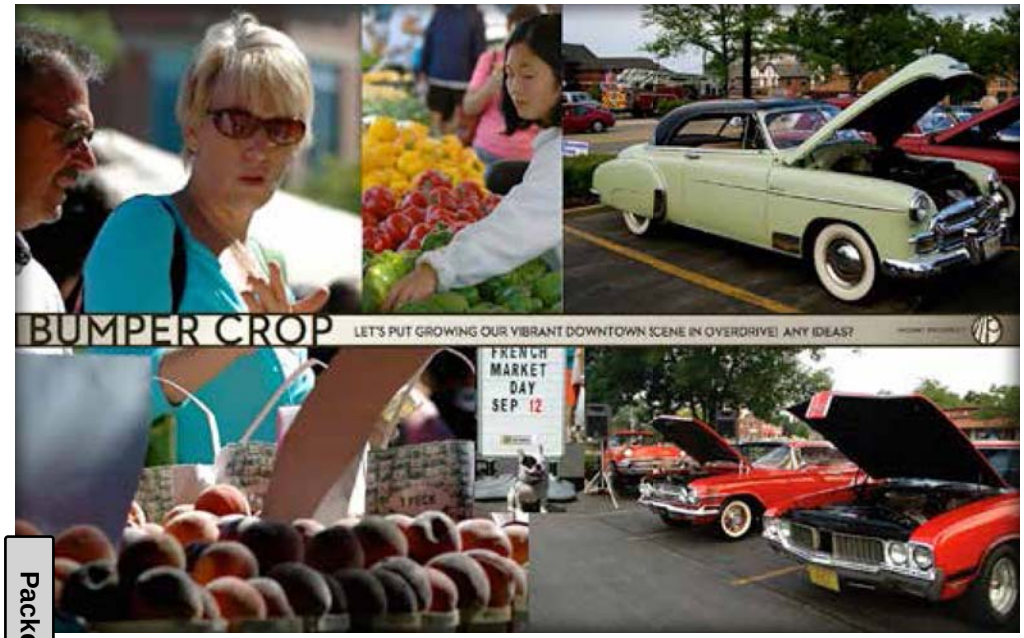
MOUNT PROSPECT
Emerson St.
EGGLESTON CROSSING


Emerson St.
Emerson St.
MOUNT PROSPECT
PROSPECT
AVENUE
DISTRICT
TOWNHALL
VILLAGE OF
MOUNT
PROSPECT
ILLINOIS

KID ROCK
SERIOUSLY AMAZING ROCK CONCERTS FOR THE ENTIRE FAMILY AT A WHOLE NEW LEVEL!
MOUNT PROSPECT

KID ROCK
SERIOUSLY AMAZING ROCK CONCERTS FOR THE ENTIRE FAMILY ATA WHOLE NEW LEVEL!

DAILY PLAZA
OUR OWN VILLAGE GREEN? GO THERE. MEET FRIENDS AND SIMPLY SOAK IN OUR TOWN.


BUMPER CROP
LET'S PUT GROWING OUR VIBRANT DOWNTOWN SCENE IN OVERDRIVE! ANY IDEAS?
FRENCH
MARKET
DAY
SEP 12

ARTS & CRAFTS
IMAGINE OUR ART FESTIVAL...CREATIVE ARTISANS AND LOCAL ARTISAN CRAFT BEERS!

FERNDALE
Downtown Ferndale
BUSINESS LISTINGS

FERNDALE FUN FACT #4:
Originally built in 1924 as a Detroit Edison office, 22644 Woodward Avenue became the center of local controversy in Downtown Ferndale in the mid-1990s when it was occupied by the Loving Touch Massage Parlor. The erotic parlor was picketed by the Ferndale Jaycees in an effort to close it down, and they even shined car headlights on patrons as they left the building. The site has now been home to a popular brewery since 1997, Woodward Avenue Brewers, being one of the pioneers of the revitalization of Downtown Ferndale in the 21st century.
HISTORICAL SITE
Ferndale Classic Theatre
HISTORICAL SITE
141 W Nine Mile
FERNDALE STATE BANK
FERNDALE FUN FACT #3:
Ferndale History
Ferndale State Bank

Batavia, Illinois

De Pere, Wisconsin

let's hear from you

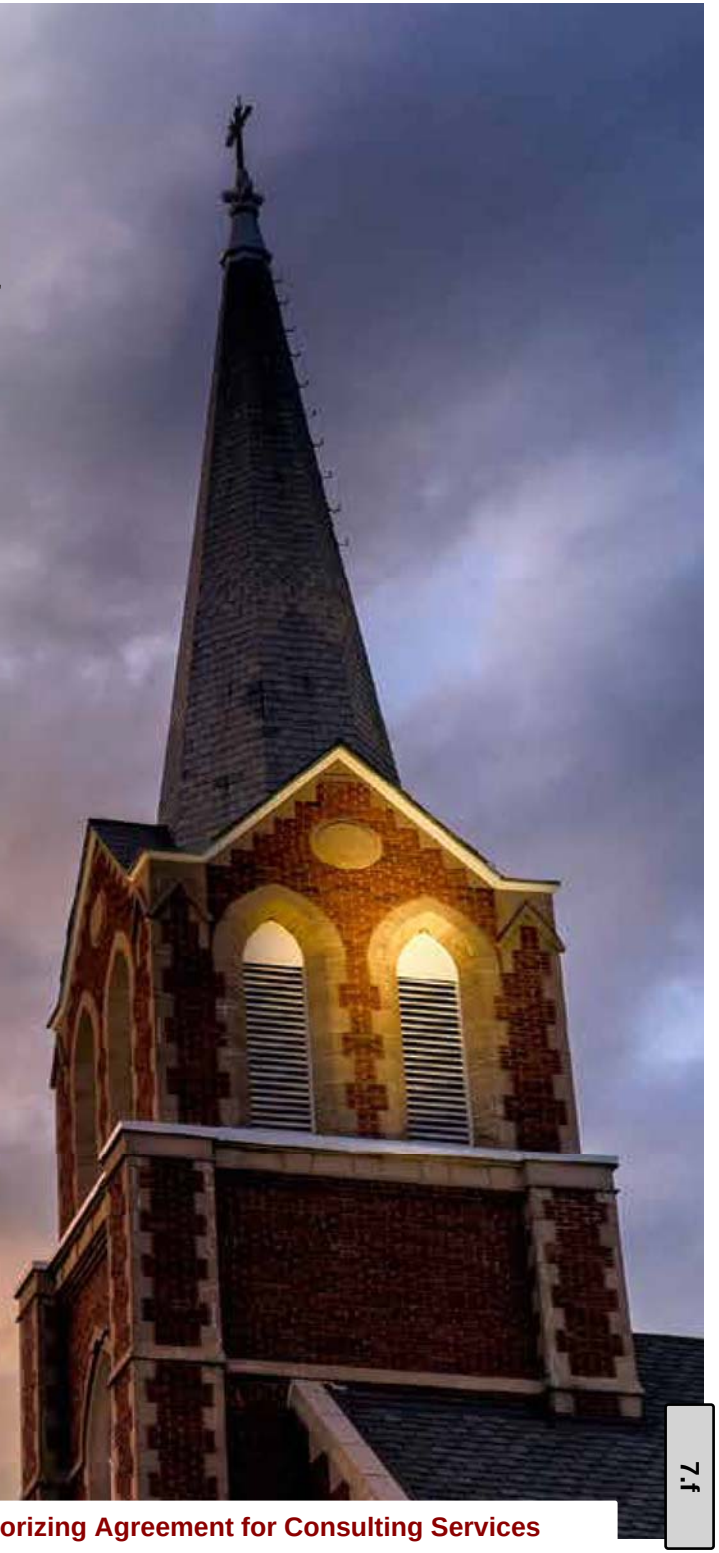
You can ask us anything.

Like what we think about the *brain drain*

Or what we know about *Millennials* and *Gen Z*

Or whether *Woonerfs* work

Or tourism after the *Packers* win the *Super Bowl*



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**Planning**
FROM:	**Kimberly Flom**
SUBJECT:	**Resolution #17-57, Establishing the Boundaries of and Approving the Project Plan for Tax Incremental Financing District No. 13, City of De Pere, Wisconsin**

At their meeting on June 26, 2017, the Plan Commission voted 7-0 to approve the Project Plan and Creation of TID #13. The Plan Commission meeting also served as the public hearing for the TID review but no members of the public provided any comment. The Joint Review Board (JRB) will meet on July 24, 2017 to review and make a decision on the proposed TID.

ATTACHMENTS:

- Reso17-57 (DOCX)
- Exhibit A-Establishing Boundaries of TID #13 (PDF)
- Exhibit B - Draft TID #13 Project Plan (PDF)
- PC_StaffReport_TID13 (DOCX)

RESOLUTION #17-57

ESTABLISHING THE BOUNDARIES OF AND
APPROVING THE PROJECT PLAN FOR TAX INCREMENTAL
FINANCING DISTRICT NUMBER 13, CITY OF DE PERE, WISCONSIN

WHEREAS, pursuant to the direction of the Common Council and with its advice and consent, the Plan Commission of the City of De Pere has taken all steps required by Wis. Stats. §66.1105 for the creation of a Tax Incremental Financing District as provided in Resolution #PC17-01 of the Plan Commission of the City of De Pere Recommending Adoption of the Proposed Boundaries of Tax Incremental Financing District #13 and the Adoption of the Tax Incremental Financing District #13 Project Plan, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in accordance with all the recitations and findings in the above referenced Resolution of the Plan Commission and the Common Council being aware of all proceedings of the Plan Commission in regard to the creation of Tax Incremental Financing District #13, including the public hearing held thereon before the Plan Commission on June 26, 2017 at 7:00 p.m., the Common Council wishes to adopt this Resolution;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. The boundaries of the District that shall be named Tax Incremental District Number 13, City of De Pere (TID #13) are hereby established as specified in the Project Plan, Tax Incremental District No. 13, in the City of De Pere, Wisconsin, attached and incorporated herein as Exhibit B.

2. The District is created as of January 1, 2017.

3. The Common Council finds and declares that:

   A. Not less than 50% of the real property within TID #13 is suitable for a combination of industrial, commercial, and residential uses and that any newly platted residential uses, as shown on the Project Plan, will not exceed 35%, by area, of the real property in the district, within the meaning of "mixed-use development" in Wis. Stats. §66.1105(2)(cm).
   B. Based upon such findings and the identification and classification of the property in the district, TID #13 is declared to be a mixed-use district.
   C. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in TID #13.
   D. The private development activities projected in the Project Plan would not occur without tax incremental financing.
   E. The equalized value of the taxable property in TID #13 plus the value increment of all other existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
   F. The project plan costs directly relate to promoting mixed-use development in TID #13 consistent with the purpose for which TID #13 is created.
   G. The project plan is feasible and in conformity with the Master Plan of the City of De Pere (the City of De Pere Comprehensive Plan of 2010).

4. The Common Council, pursuant to Wis. Stats. §66.1105(4)(gm), hereby adopts and approves the Project Plan for TID #13, which includes only whole units of property, a copy of which is attached to Resolution #PC17-01 and is incorporated herein as is fully set forth.

BE IT FURTHER RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

The Director of Economic Development and Planning is authorized and directed to schedule a meeting of the Joint Review Board not less than 10 days nor more than 30 days after their receipt of this Resolution for the purpose of considering the approval of this Resolution and the creation of TID #13, City of De Pere.

BE IT FURTHER RESOLVED THAT:

Upon approval of TID #13, City of De Pere and pursuant to Wis. Stats. §§66.1105(4)(k), the City Assessor is authorized and directed to calculate the value of the properties within TID #13, City of De Pere, as of the date of creation

Attachment: Reso17-57 (5999 : Resolution #17-57, Establishing the Boundaries of and Approving the Project Plan for Tax Incremental)

of such Tax Incremental Financing District of all relevant tax exempt city owned property within such District; further, that the City Clerk-Treasurer is authorized and directed pursuant to Wis. Stats. §66.1105(5)(b), to send an application to the Wisconsin Department of Revenue for certification of the Tax Incremental Financing District base.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of July, 2017.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso17-57 (5999 : Resolution #17-57, Establishing the Boundaries of and Approving the Project Plan for Tax Incremental)

PLAN COMMISSION
RESOLUTION #PC 17-01

RECOMMENDING ADOPTION OF THE PROPOSED BOUNDARIES OF TAX INCREMENTAL FINANCING DISTRICT #13 AND THE ADOPTION OF THE TAX INCREMENTAL FINANCING DISTRICT NUMBER 13 PROJECT PLAN

WHEREAS, the proposed project plan for Tax Incremental Financing District Number 13 (TID #13) was filed with the City Clerk-Treasurer on June 12, 2017 and made available for inspection on weekdays between the hours of 7:30 a.m. and 5:00 p.m., and to any person requesting a copy thereof; and

WHEREAS, a public hearing was scheduled pursuant to Wis. Stats. §66.1105(4)(e), which was held on June 26, 2017, affording interested parties a reasonable opportunity to express their views on the boundaries of the District and proposed project plan as provided at Wis. Stats. §66.1105(4)(a) and (e); and

WHEREAS, notice of such hearing was published by Class 2 publication in the City's official newspaper on June 12, 2017 and June 19, 2017; and

WHEREAS, a meeting pursuant to Wis. Stats. §66.1105(4)(m) of a Joint Review Board within fourteen (14) days after the publication of the first notice of the above-referenced public hearing was held on June 19, 2017; and

WHEREAS, at the above-referenced public hearing scheduled at the City Hall Council Chambers on June 26, 2017 at 7:00 p.m., the Plan Commission heard all interested parties, their agents and attorneys, regarding the plan for said District and the boundaries thereof and determined that the proposed TID #13 as proposed in the project plan and the boundaries of such District are in conformity with the City's Comprehensive Plan and are in the best interests of the City in order to foster logical and economic development and further that the private

development activities projected would not otherwise occur without tax incremental financing in that part of the City.

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

> The Plan Commission of the City of De Pere hereby recommends the designation of the District boundaries for Tax Incremental Financing District Number 13, City of De Pere, as those boundaries which are set forth in the project plan for such District, a copy of which is annexed hereto and incorporated herein as if fully set forth.

BE IT FURTHER RESOLVED THAT:

> The Plan Commission of the City of De Pere hereby adopts the project plan or Tax Incremental Financing District Number 13, City of De Pere, as prepared and presented by Robert W. Baird & Co. and City staff; further, that such project plan is hereby submitted to the Common Council of the City of De Pere in accordance with Wis. Stats. §66.1105(4)(f).

Adopted by the Plan Commission of the City of De Pere, Wisconsin, this 26th day of June, 2017.

APPROVED:

Michael J. Walsh

Michael J. Walsh, Mayor
Plan Commission Chair

Ayes: 7
Nays: 0

DRAFT
Project Plan

Tax Incremental District No. 13

in the

CITY OF DE PERE, WISCONSIN

June 9, 2017

Organizational Joint Review Board Meeting Held.....June 19, 2017

Public Hearing Held.....June 26, 2017

Adopted by Planning Commission.....June 26, 2017

Adopted by City Council.....July 18, 2017

Approved by Joint Review Board.....July 24, 2017

Prepared by:

Robert W. Baird & Co.
Public Finance
777 E. Wisconsin Ave.
Milwaukee, WI 53202
800.792.2473

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Attachment: Exhibit B - Draft TID #13 Project Plan (5999 : Resolution #17-57, Establishing the Boundaries of and Approving the Project Plan for

City of De Pere Officials

Common Council

Michael Walsh	Mayor
James Boyd	Alderperson – District 1
Lawrence Lueck	Alderperson – District 1
Jonathon Hansen	Alderperson – District 2
Ryan Jennings	Alderperson – District 2
Scott Crevier	Alderperson – District 3
Dean Raasch	Alderperson – District 3
Daniel Carpenter	Alderperson – District 4
Casey Nelson	Alderperson – District 4

City Staff

Lawrence Delo	City Administrator
Judith Schmidt-Lehman	City Attorney
Kimberly Flom	Director of Econ Dev & Planning
Shana Ledvina	City Clerk-Treasurer
Joseph Zegers	Finance Director

Planning Commission

Michael Walsh, Mayor
James Boyd, Alderperson
Lawrence Lueck, Alderperson
Derek Beiderwieden
James Kalny
Amy Kundinger
Steven Taylor

Joint Review Board

Michael Walsh, Mayor	City Representative
Chuck Lamine	Brown County
Bob Matthews	Northeast WI Technical College
John Zegers	West De Pere School District
Bill Patzke	Public Member

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Introduction and Description of District

The City plans to use Tax Incremental Financing ("TIF") as a successful economic development programming tool by providing public improvements to encourage and promote industrial, commercial and residential development. The goal is to increase the tax base, to provide for and preserve employment opportunities within the City, and to create and enhance tourism opportunities with the area and region. The City works with developers and property owners to provide infrastructure improvements and incentives for development. Public infrastructure and property improvements will be financed by a combination of TIF increments and debt financing.

Tax Incremental District No. 13 (the "TID") is being created to fund infrastructure improvements and facilitate redevelopment for a roundabout at Main Avenue and Lawrence Drive in order to address safety and traffic flow issues, including undesirable levels of service at the McDonalds driveway imposed by the current intersection configuration. The Main and Lawrence area is benefitted by strong interest in development and redevelopment that could help support the roundabout project, as well as other possible future improvements. Without improvements, it is expected that traffic will back up into the IH41 access ramps by 2020. In addition to improving safety, access and traffic flow, the roundabout will also provide improved access and help spur additional development and redevelopment of nearby properties along and around Main Avenue, which is one of De Pere's primary commercial corridors.

Constructing the roundabout is currently estimated to cost between $2.1M and $2.5M depending on whether the project is completed as a full or partial closure. Soft costs are being estimated at $500,000 to $1,000,000 (the range is due to the uncertainty of property acquisition costs). The City can assess for part of this infrastructure project, but based on the redevelopment potential of surrounding properties, the TID would be employed in order to reduce or limit property tax assessments.

The TID is being created as a "Mixed Use District" development where not less than 50 percent of the land within the TID is suitable for a combination of industrial, commercial, or residential uses. The primary focus of this district is to promote commercial development. The maximum life of the TID is 20 years from the date of adoption of the Creation Resolution by the City Common Council and can be extended an additional 3 years with Joint Review Board approval.

The expenditure period is 15 years, and the City anticipates various public improvement project cost expenditures identified in the project plan of approximately $3,753,500 during the TID's expenditure period. The City is

including in the roundabout project costs a contingency amount to cover any unanticipated costs that may occur related to public infrastructure needs, financing costs, capitalized interest and administrative and organization costs.

As a result of the creation of this TID, the City projects a preliminary and conservative cash flow analysis indicating $5.3M in increments. The TID increment will primarily be used to fund infrastructure, with very little, if any, increment available as direct project incentives, unless the TID exceeds projections. The City expects that up to $5M of new development will be complete in the TID by 2019. The City projects land and improvement values (incremental value) of approximately $9M will be created as a result of new development. This additional value will be a result of the improvements made and projects undertaken with the TID.

Maps depicting the boundaries and existing uses and conditions of the TID are found in the respective mapping sections of this project plan.

Summary of Findings

As required by s.66.1105 Wis. Stats., and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" the creation of this TID, the development projected as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In making this determination, the City has considered the following information:

    - Development within the TID has not occurred at the pace anticipated by the City. Infrastructure and other development related expenses are not likely to be borne exclusively by private developers; therefore, the City has concluded that public investment will be required to fully achieve the City's objectives for these areas.

    - To achieve its objectives, the City has determined that it must take an active role in encouraging development by making appropriate public expenditures in the area. Without the availability of tax increment financing, these expenditures are unlikely to be made. Enhancement of these areas will complement existing venues in the area, promote housing, additional tourism, and benefit, not only the City, but all overlapping taxing jurisdictions, adjacent communities, and the region. Accordingly, the costs to implement the needed projects

and programs are appropriately funded through tax increment financing.

- In order to make certain areas included within the TID suitable for development, the City will need to make a substantial investment to pay for the costs of some or all of the projects listed in the project plan. Due to the public investment that is required, the City has determined that development of the area will not occur at the pace or levels desired solely as a result of private investment.

2. The economic benefits of the Tax Incremental District, as measured by increased housing and property values, business and personal income, and employment, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:

   - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected and the debt issuance will be more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.

   - Since the development expected to occur is unlikely to take place without the use of Tax Incremental Financing (see Finding #1) and since the TID will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the TID outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the TID is not created.

4. The improvements to be made within the TID are likely to significantly enhance the value of substantially all other real property in the TID.

5. The equalized value of taxable property of the TID does not exceed 12% of the total equalized value of taxable property within the City. Due to the commercial nature of the area, the TID boundary will have a larger impact on the 12% maximum amount of land permitted in a TID than previous districts/amendments.

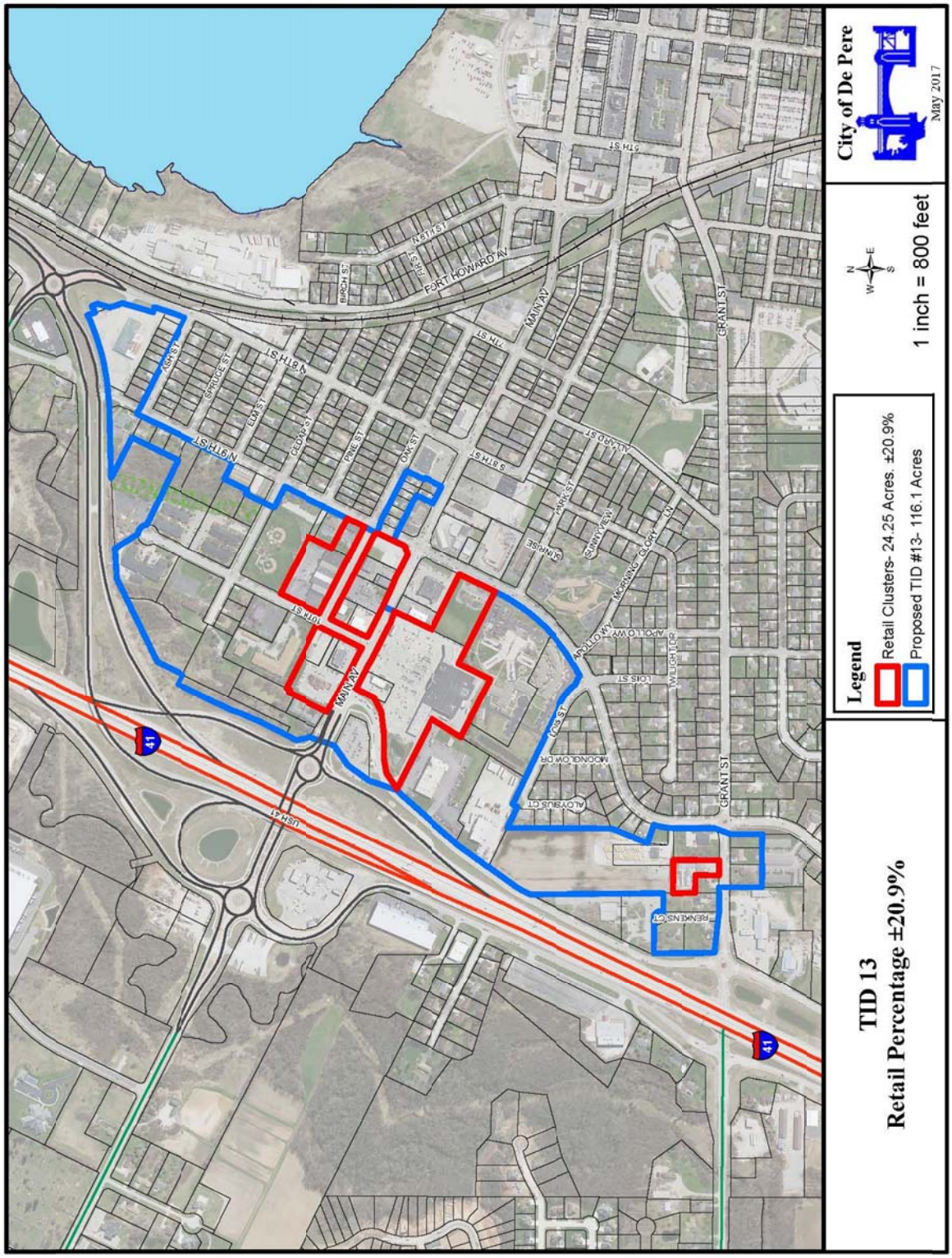
6. The Project Plan for the TID is feasible and is in conformity with the master plan of the City.

7. 20.9% of territory within the TID will be devoted to retail business. See map for reference on next page.

8. The TID is being created by the City as a Mixed Use District. The following table summarizes the criteria for a Mixed Use District and indicates for each criteria listed that the City by this project plan has met the requirements.

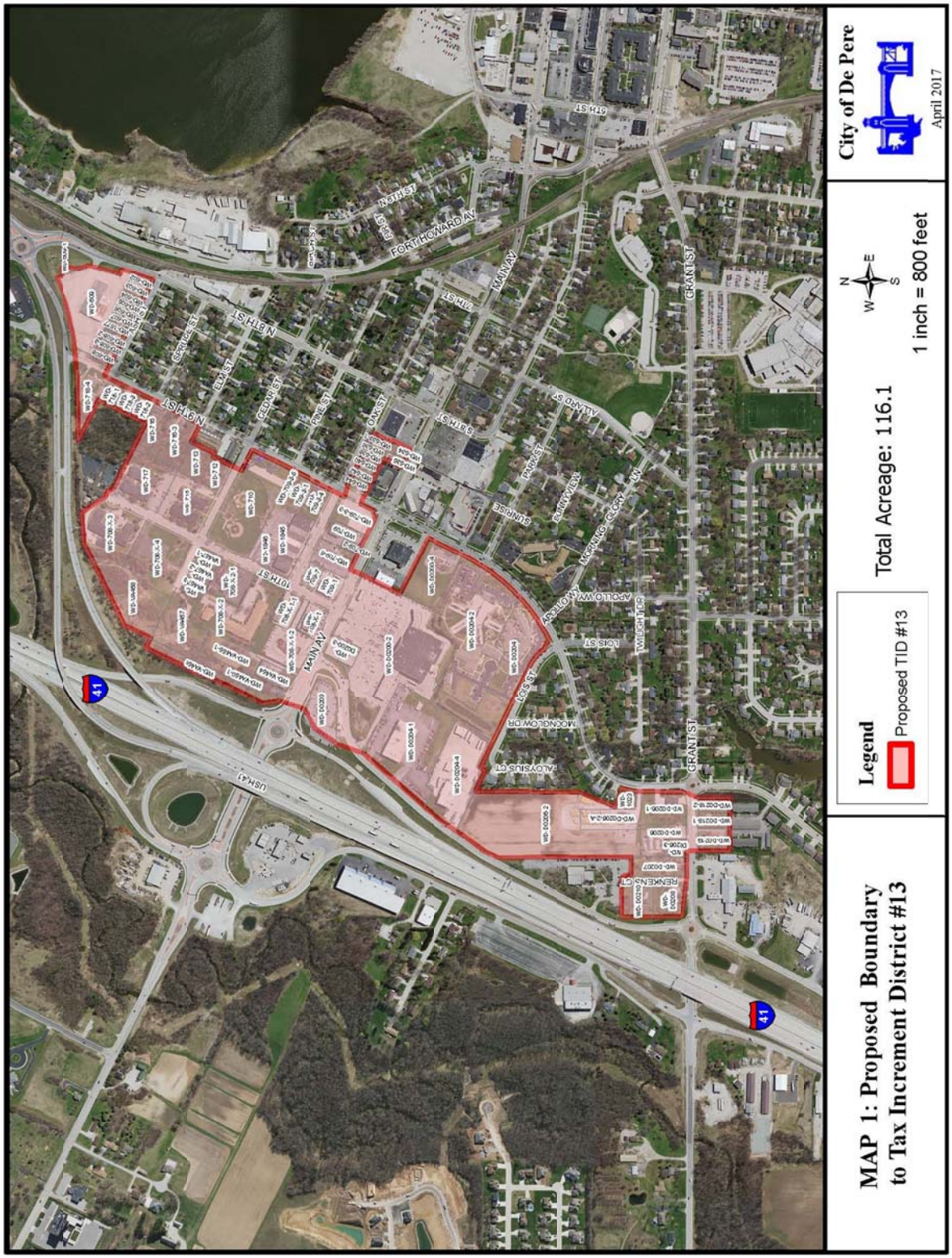
Criteria	Criteria Met
At least 50% of land within TID suitable for commercial/industrial/residential	✓
Maximum Life: 20 Years	✓
Maximum Life Extension: 23 Years with JRB approval	✓
Expenditure Period of 15 Years	✓

Map of Retail Business Percentage



Map of Proposed District Boundary

Current Map is reflective of the 01/01/2016 parcel list.



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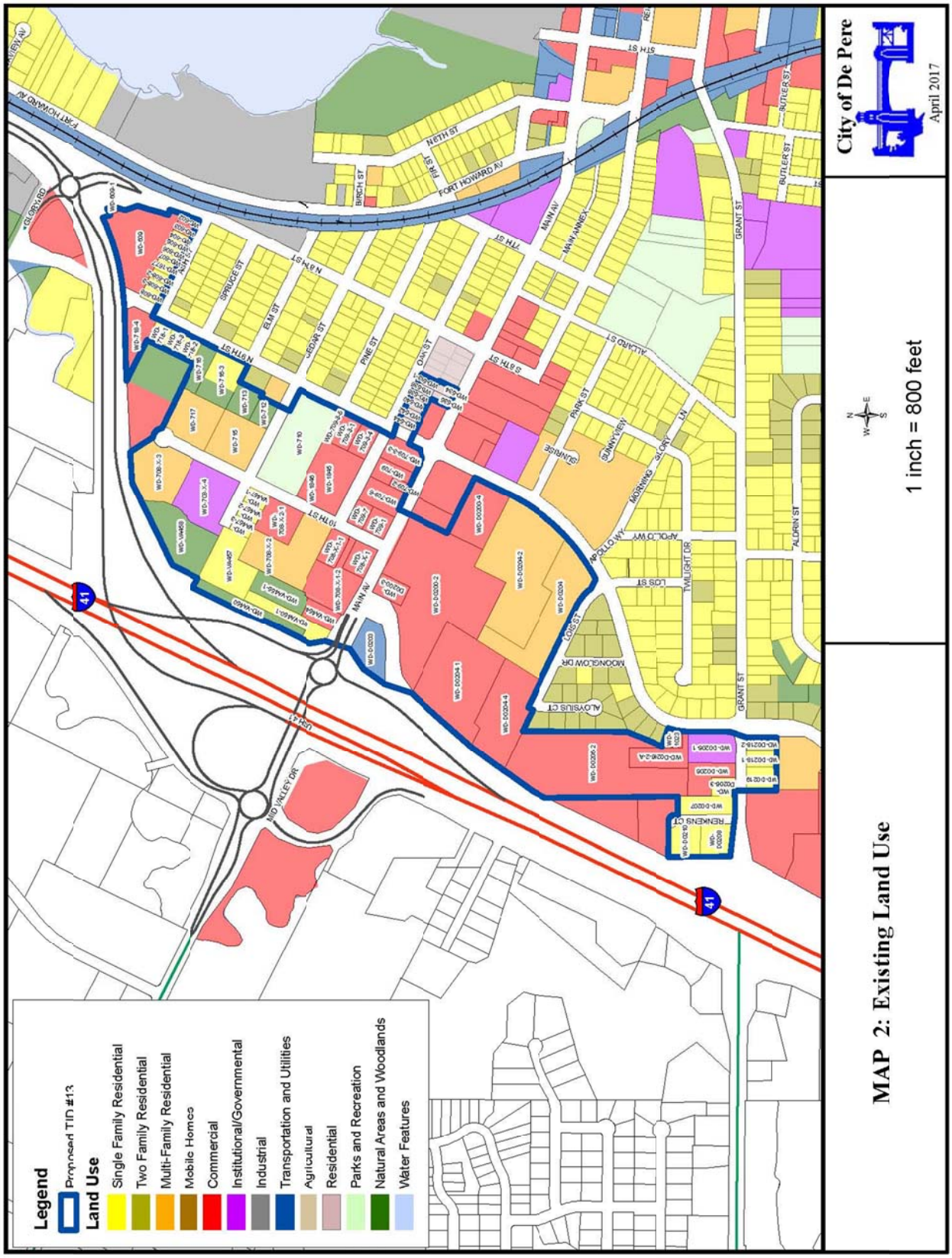
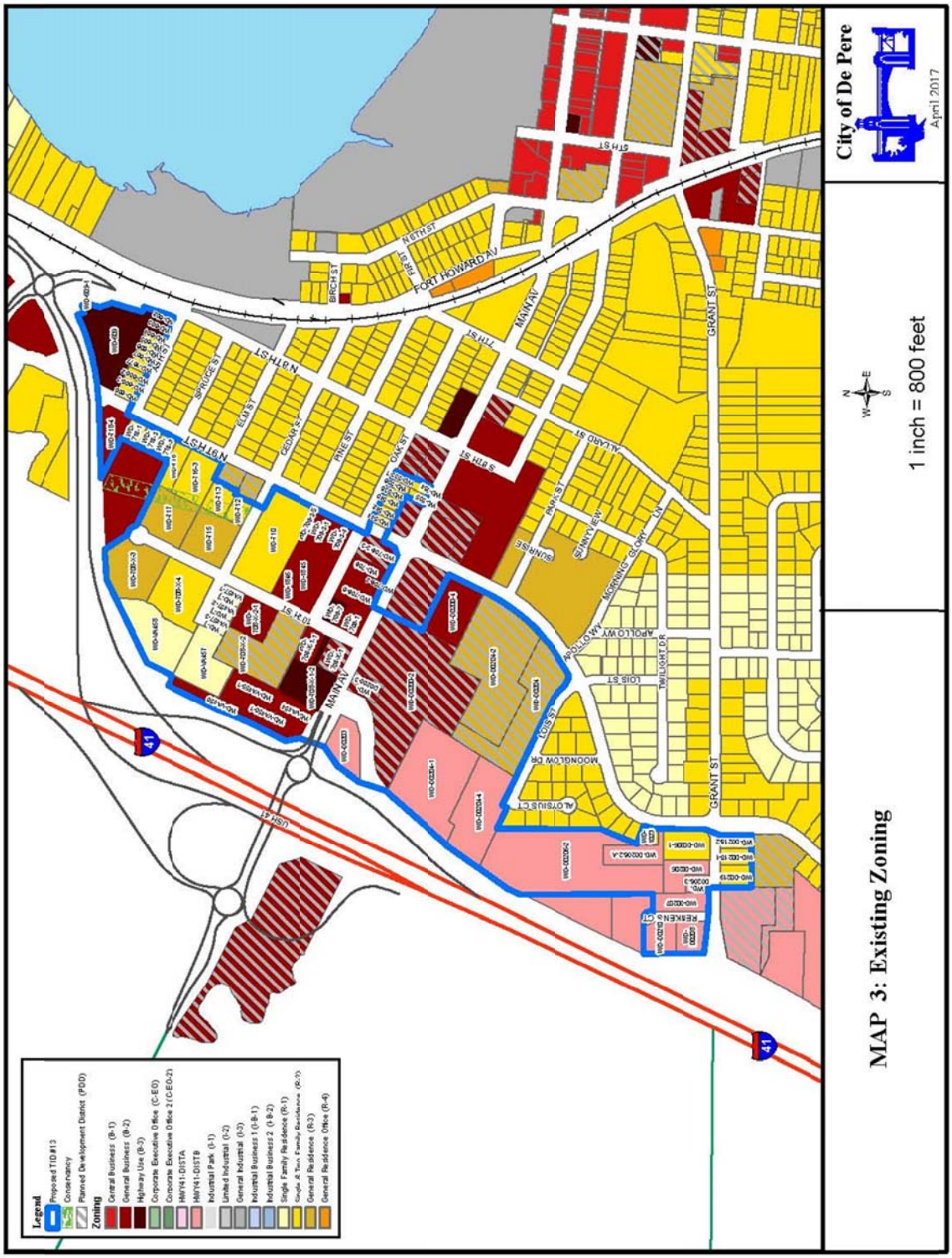

Legend
Proposed TID #13
Land Use
Single Family Residential
Two Family Residential
Multi-Family Residential
Mobile Homes
Commercial
Institutional/Governmental
Industrial
Transportation and Utilities
Agricultural
Residential
Parks and Recreation
Natural Areas and Woodlands
Water Features
City of De Pere
April 2017
1 inch = 800 feet
MAP 2: Existing Land Use

Map Showing Existing Uses and Conditions

Current Maps are reflective of the 01/01/2016 parcel list.



Attachment: Exhibit B - Draft TID #13 Project Plan (5999 : Resolution #17-57, Establishing the Boundaries of and Approving the Project Plan for

Preliminary Parcel List and Analysis - Current list is reflective of the 01/01/2017 parcel list.

Parcel Number	Valuation	Acres	Zoning	Owner
WD-533-1	$113,100	0.18	R-2	Elmer Schill
WD-534	$84,800	0.22	R-2	Jerome Pauwels
WD-535	$109,300	0.14	R-2	Gerald Hansford
WD-536	$116,000	0.14	R-2	Ronald Nulph
WD-538	$137,400	0.14	R-2	Mary Jones
WD-540	$118,000	0.21	R-2	Matthew Schneider
WD-542	$96,500	0.18	R-2	Patricia Willems
WD-544	$97,600	0.19	R-2	Steve Nohr
WD-602	$29,600	0.15	B-3	F&O Partnership LLC
WD-603	$31,600	0.22	B-3	F&O Partnership LLC
WD-604	$65,000	0.14	B-3	Kelsey Sherman
WD-605	$103,900	0.14	R-2	Kelly Wautier
WD-606	$62,400	0.14	R-2	Drew Basten
WD-607	$91,500	0.14	R-2	Matthew Peterson
WD-608	$92,700	0.24	R-2	Vincent Willard
WD-608-2	$88,600	0.18	R-2	Gary Gereau ETAL
WD-608-3	$87,800	0.16	R-2	Paul Sheffer
WD-609	$575,000	3.58	B-3	F&O Partnership LLC
WD-609-1	$0	0.07	B-3	WI DOT
WD-708-X-1	$785,200	0.69	B-2	1002 Main St DePere LLC
WD-708-X-1-1	$447,600	0.67	B-2	Raymond Hoffman
WD-708-X-1-2	$1,571,900	2.03	B-3	McDonalds Corp
WD-708-X-2	$2,708,800	3.38	R-3	VHC Inc
WD-708-X-2-1	$681,100	1.26	B-2	Schinkten Properties LLC
WD-708-X-3	$2,556,200	2.61	R-3	Our Heritage Family LTD
WD-708-X-4	$0	2.70	R-2	First Congregational Church
WD-709	$442,900	0.62	B-2	BMG Development LLC
WD-709-1	$694,300	0.55	B-2	4 Forte LLC
WD-709-2	$464,900	0.18	B-2	BMG Development LLC
WD-709-3-1	$399,400	0.64	B-2	James Fritsche DDS
WD-709-3-3	$1,055,700	0.87	B-2	Unison Credit Union
WD-709-3-4	$250,000	0.60	B-2	Associated Bank GB
WD-709-3-5	$0	0.19	B-2	City of De Pere
WD-709-6	$700,000	0.96	B-2	DKG Investments LLC
WD-709-7	$330,200	0.39	B-3	Gerard Roffers
WD-710	$0	4.10	R-2	Kelly Danen Park
WD-712	$0	0.50	R-2	City of De Pere
WD-713	$0	0.75	R-2	City of De Pere
WD-715	$1,464,000	1.99	R-3	Alhambra Village DePere LTD
WD-716	$152,200	0.78	R-2	Allen Baeten
WD-716-3	$129,000	1.60	R-2	Nicholas Tarkowski
WD-717	$1,443,800	2.11	R-3	Alhambra Village DePere LTD
WD-718-1	$114,800	0.39	R-2	Al Yu Zheng
WD-718-2	$122,300	0.39	R-2	Ryan McGinley

Preliminary Parcel List and Analysis (Continued)

Parcel Number	Valuation	Acres	Zoning	Owner
WD-718-3	$107,400	0.34	R-2	Leonard Kellner
WD-718-4	$501,500	1.13	B-2	John Barnstorff
WD-1023	$38,400	0.29	R-2	Lamers A&K Properties LLP
WD-1677	$99,000	0.22	R-2	Juan Antonio Solis
WD-1678	$98,500	0.22	R-2	Thomas Gooding
WD-1845	$277,300	2.69	B-2	VS Investments LLC
WD-1846	$1,505,000	2.69	B-2	VS Investments LLC
WD-D0200-2	$7,498,100	10.06	B-2	T&S Land Development LLC
WD-D0200-3	$794,400	0.61	B-2	Main Street DePere LLC ETAL
WD-D0200-4	$1,152,000	2.28	B-2	Royal Vista Equine Landholders LLC
WD-D0203	$0	1.35	HWY41	WI DOT
WD-D0204	$5,174,600	4.73	R-3	Rennes Development Co LLP
WD-D0204-1	$1,810,800	5.66	HWY41	Jorgensen Investments LLC
WD-D0204-2	$5,382,200	7.27	R-3	TDR Properties LLC
WD-D0204-4	$1,049,200	3.87	HWY41	TRI-DP LLC
WD-D0206	$534,100	1.05	HWY41	Bero Bero & Bear LLC
WD-D0206-1	$0	1.40	R-2	City of De Pere
WD-D0206-2	$209,300	8.72	HWY41	Lamers A&K Properties LLP
WD-D0206-2-A	$192,500	1.22	HWY41	Lamers A&K Properties LLP
WD-D0206-3	$161,900	0.39	HWY41	Paul Neuman
WD-D0207	$142,400	1.00	HWY41	Harold Nackers
WD-D0208	$169,600	0.93	HWY41	Michael Vieau ETAL
WD-D0210	$195,800	0.90	HWY41	Byrne Trust
WD-D0218-1	$147,200	0.49	R-2	Robert Krzewina
WD-D0218-2	$36,900	0.41	R-2	Raymond Hoffman
WD-D0219	$165,700	0.66	R-2	Steven Verhaagh
WD-VA450	$5,400	1.07	R-1	Thomas Smits
WD-VA450-1	$118,400	1.10	R-1	Thomas Smits
WD-VA454	$520,500	0.66	R-1	GB Real Estate Investments LLC
WD-VA455-1	$102,500	1.18	R-1	GB Real Estate Investments LLC
WD-VA457	$123,800	2.18	R-1	Rita Doherty
WD-VA457-1	$120,000	0.32	R-1	Ronald Kocken
WD-VA457-2	$159,100	0.32	R-1	Robert Zych ETAL
WD-VA457-3	$141,100	0.32	R-1	Rebecca Peterson
WD-VA458	$8,100	2.69	R-1	Rita Doherty
Total	$47,357,800	107.93		

Attachment: Exhibit B - Draft TID #13 Project Plan (5999 : Resolution #17-57, Establishing the Boundaries of and Approving the Project Plan for

Equalized Valuation Test

The following calculations demonstrate that the City is in compliance with s.66.1105(4)(gm)4.c. Wis. Stats., which requires that the equalized value of the taxable property in the proposed TID, plus the value increment of any existing Tax Incremental Districts, does not exceed 12% of the total equalized value of taxable property within the City. With TID#13, the value increment of all existing Tax Increment Districts will be approximately 10.1%.

Valuation Test Compliance Calculation

2016 Equalized Valuation (TID IN)	$ 1,935,469,700
Limit for 12% Test	$ 232,256,364
Increment Value of Existing TIDs	$ 148,237,700
Projected Base Value of New TID	$ 47,357,800
Total Value Subject to Test	$ 195,595,500
Compliance ($195,595,500 < $232,256,364)	Meets Requirement

Statement of Kind, Number and Location of Proposed Projects

The City expects to implement the following public project improvements in conjunction with this TID. Any costs including eligible administrative costs necessary or convenient to the creation of the district or directly or indirectly related to the public works and other projects are considered "project costs" and eligible to be paid with tax increment revenues of the TID.

ROUNDABOUT
LOCATION: MAIN AVENUE AND LAWRENCE DRIVE

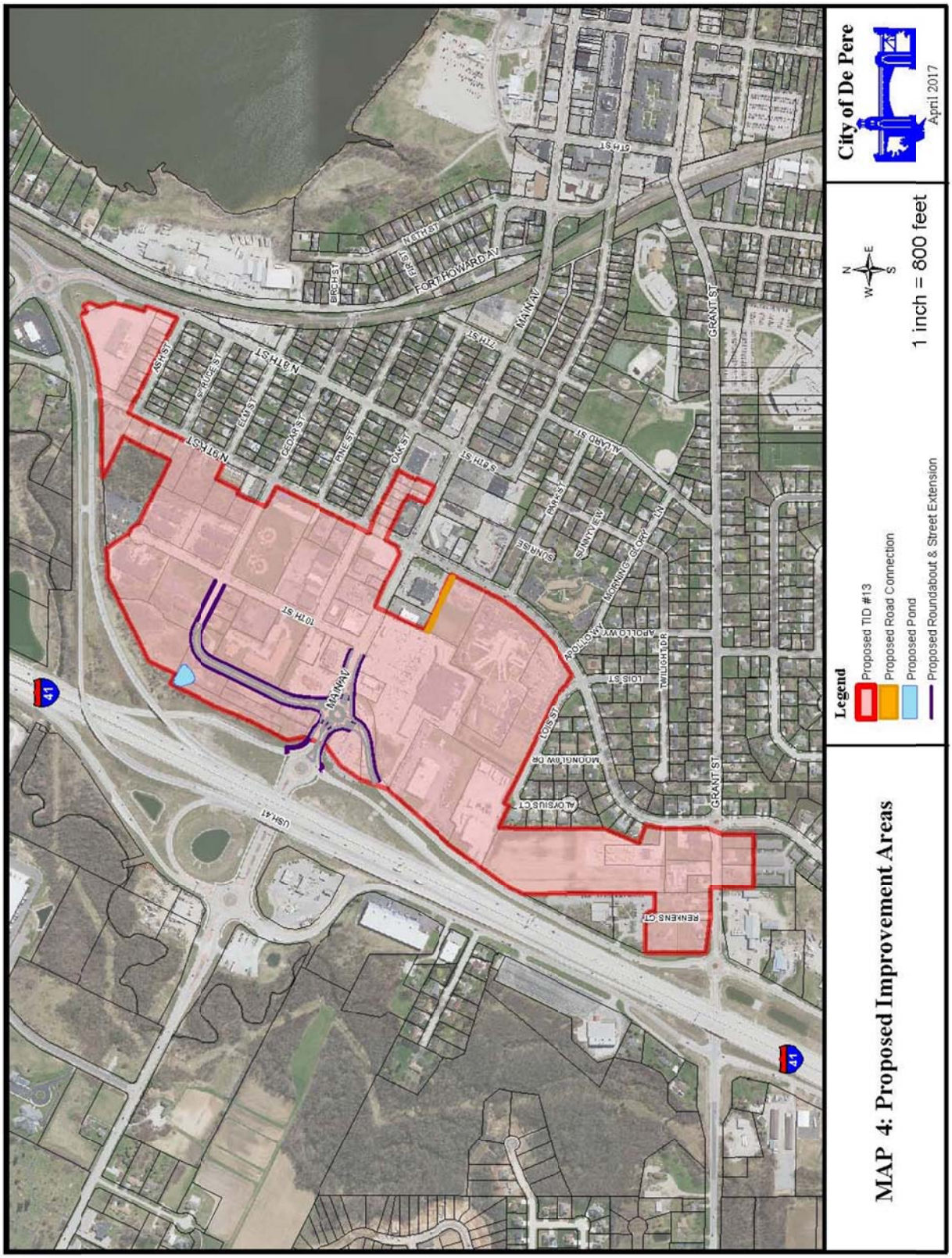
TOTAL: $3,753,500

DESCRIPTION: Roundabout construction at Main Avenue and Lawrence Drive in order to address safety and traffic flow issues, including undesirable levels of service at the McDonalds driveway imposed by the current intersection configuration. The roundabout will also provide improved access that may spur the redevelopment of nearby properties.

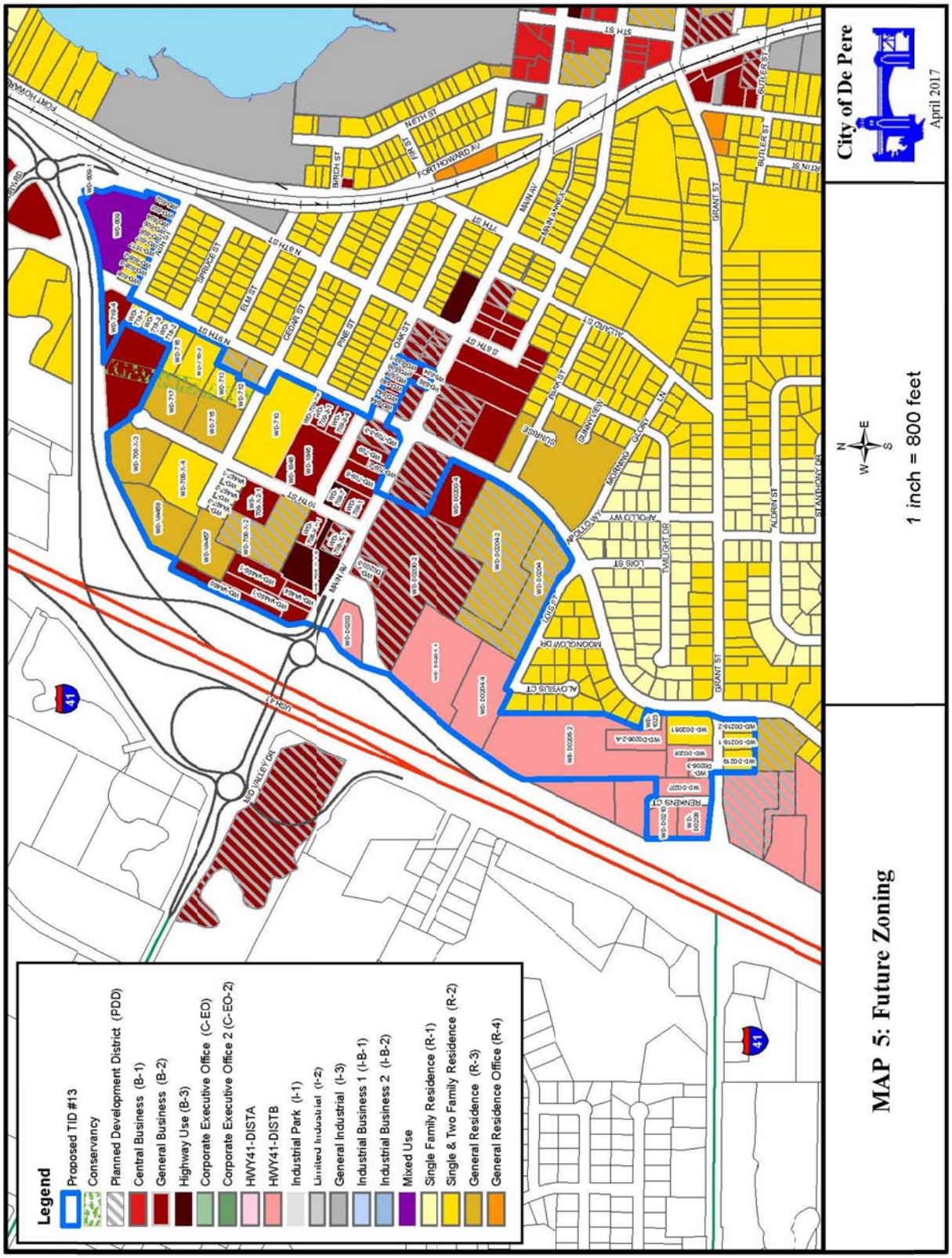
The Map Showing Proposed Improvements and Uses also includes Regional Storm Water Facilities, Lawrence Drive Northerly Extension, Festival Foods Street Connection, and property development/redevelopment incentives. These projects may be pursued if TID increment is available after the roundabout project is complete.

City of De Pere
TID #13 Project Plan

Map Showing Proposed Improvements and Uses



Map Showing Future Zoning



Attachment: Exhibit B - Draft TID #13 Project Plan (5999 : Resolution #17-57, Establishing the Boundaries of and Approving the Project Plan for

Detailed List of Project Costs

Roundabout	$3,753,500
Total	**$3,753,500**

The roundabout cost is based on current prices and preliminary estimates. The City reserves the right to increase this cost to reflect inflationary increases and other uncontrollable circumstances between creation of the TID and the time of construction. The City also reserves the right to add project costs based on an increase in construction increment for a Storm Water Detention Pond, Lawrence Drive Extension, Festival Boulevard Connection, and property development/redevelopment incentives. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete or pursue future projects listed in the prior paragraph, and shown on the map, or change the scope and/or timing of projects implemented as they are individually authorized by the City Common Council, without amending the Plan.

The Plan authorizes the expenditure of funds for project costs within a 1/2 mile radius of the TID boundary.

Economic Feasibility

The information and exhibits contained within this project plan demonstrate that the proposed TID is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Method of Financing and Timing of When Costs are to be Incurred" follows.

- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. This Plan identifies the following: 1) the development

expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the TID, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available such as debt issuance will be sufficient to pay all Project Costs.

In order to evaluate the economic feasibility of TID#13 it is necessary to project the amount of tax revenue that can be reasonably generated over the legal life of the TID. Included in Exhibit A is a proforma analysis of TID#13. The proforma analyzes expenses based on project plan costs of TID#13 against projected TID revenue. Tax revenue is conservatively estimated. Cash received from future TID#13 tax increments will be used to fund projects costs and implementation of this Plan will also require that the City issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. In 2038, the final year of revenue collection for the TID, it is projected to have repaid all expenditures and is left with a positive surplus balance.

Method of Financing and Timing of When Costs are to be Incurred

The city plans to fund project costs with cash received from future TID#13 tax increments. Implementation of this Plan will also require that the City issue obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of G.O. and State Trust Fund Loan debt that a community may have outstanding at any point in time to an amount not greater than five-percent of its total equalized value (including increment values).

Board of Commissioners of Public Lands State Trust Fund Loans

The City may issue State Trust Fund Loans to finance the cost of Projects included within this Plan. Wisconsin Statutes limit the principal amount of State Trust Fund Loan and GO debt that a community may have outstanding at any point in time to an amount not greater than five-percent of its total equalized value (including increment values).

Note Anticipation Notes (NAN)

The City may issue NAN's to finance in the interim the cost of Projects included within the Plan. This financing will give the City time to ensure projects are complete and/or applicable revenues are in place to support long-term bonds.

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds issued to developers in this fashion are not general obligations of the City and therefore do not count against the City's borrowing capacity.

Utility Revenue Bonds

The City may issue revenue bonds to be repaid from revenues of the sewer and/or water systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond underwriters its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the city must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City may issue special assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's G.O. debt limit. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Federal/State Loan Grant Programs

The State and Federal Government often sponsor grant and loan programs that municipalities may potentially use to supplement TID expenditures or provide financing for capital costs which positively impact the District. These programs include Wisconsin Community Development Block Grants, Rural Development Administration Community Facility Loan/Grants,

Transportation Economic Assistance Grants, and Economic Development Administration Grants. These programs require local match funding to insure State and Federal participation in the project.

The actual amount of debt issuance will be determined by the City at its convenience and as dictated by the nature of the projects as they are implemented.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area, and appropriate inducements to encourage development of the area. The City anticipates making total project expenditures of approximately $3,753,500 to undertake the projects listed in this Project Plan. The Expenditure Period of this District is 15 years from the date of adoption of the Creation Resolution by the Common Council. The projects to be undertaken pursuant to this Project Plan are expected to be financed primarily with cash received in the form of tax increment collections and debt proceeds. The City reserves the right to alter the implementation of this Plan to accomplish this objective. Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Annexed Property

Parcels VA-450, VA-450-1, VA-454, VA-455-1, VA-457, VA-458, VA-457-5, VA-457-2 and VA-457-1 contained in the Plan were annexed into the City from the Village of Ashwaubenon on January 1, 2012 pursuant to an Intergovernmental Cooperation Agreement Between the City of De Pere and the Village of Ashwaubenon To Determine A Portion Of The Common Boundary Line Through Detachment and Annexation of Territory as authorized under Wis. Stats. §66.0301(6).

Proposed Changes in Zoning Ordinances

The City does not anticipate that the TID will require any changes in zoning ordinances to implement this project plan. To the extent current

zoning of individual parcels is inconsistent with the future uses of land listed in this plan, the City may consider rezoning of those parcels.

Proposed Changes in Master Plan, Map, Building Codes and Town Ordinances

The City does not anticipate that the TID will require any changes in the master plan, map, building codes, and City ordinances to implement this project plan.

Relocation

The City does not anticipate the need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable state statues as required in Wisconsin Statutes Chapter 32.

Orderly Development of the City

Creation of the TID will enable the City to undertake projects in furtherance of the stated objectives of its Comprehensive Plan and other planning documents. To this extent, creation of the TID promotes the orderly development of the City.

A List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the TID or are not eligible to be paid with tax increment, or costs not eligible to be paid with Tax Incremental Financing funds. Examples would include:

- A public improvement made within the TID that also benefits property outside the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.

- A public improvement made outside the TID that only partially benefits property within the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.

- Projects undertaken within the TID as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not anticipate any non-project costs for the TID.

City Attorney Opinion

Exhibit B contains a signed opinion from the City attorney advising whether the project plan amendment is complete and complies with Section 66.1105(4)(f) of the Wisconsin Statutes.

City of De Pere
TID #13 Project Plan

EXHIBIT A
CASH FLOW PROFORMA ANALYSIS

Assumptions	
Annual Inflation During Life of TID	1.00%
2016 Gross Tax Rate (per $1000 Equalized Value)	$22.66
Annual Adjustment to tax rate	0.00%
Investment rate	0.50%
Data above dashed line are actual	

Current Market Rates (BQ) +0.25%	
$3,755,000	
G.O. Community Development Bonds	
Dated March 1, 2018	
Amount for Projects	$3,753,500
Capitalized Interest	$0
Cost of Issuance (est.)	$75,100
Rounding	$4,509
Less: Reoffering Premium	$78,109

	Background Data					Revenues			Expenditures				TID Status			
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	
Year	TIF District Valuation	Value of Exempt Computers	Construction Increment	TIF Increment Over Base	Tax Rate	Tax Revenue	Investment Proceeds	Total Revenues	Principal	Interest	Debt Service	Combined Expenditures	Annual Balance	Year End Cumulative Balance	Cost Recovery	Year
	(January 1)	*(December 31)*	***(1)***						*(3/1)*	*(3/1 & 9/1)*				*(December 31)*		
	Base Value $47,357,800									*TIC= 3.07%*						
2017	$47,357,800	$0		$0	$22.66											2017
2018	$47,357,800	$0	$500,000	$973,578	$22.66											2018
2019	$48,331,378	$0	$1,500,000	$2,956,892	$22.66	$0	$0	$0	$95,000	$163,394	$258,394	$258,394	($258,394)	($258,394)		2019
2020	$50,314,692	$0	$1,775,000	$5,235,039	$22.66	$22,061	$0	$22,061	$150,000	$106,163	$256,163	$256,163	($234,101)	($492,495)		2020
2021	$52,592,839	$0	$1,875,000	$7,635,967	$22.66	$67,003	$0	$67,003	$155,000	$103,113	$258,113	$258,113	($191,109)	($683,604)		2021
2022	$54,993,767	$0	$300,000	$8,485,905	$22.66	$118,626	$0	$118,626	$160,000	$99,963	$259,963	$259,963	($141,337)	($824,941)		2022
2023	$55,843,705	$0	$462,500	$9,506,842	$22.66	$173,031	$0	$173,031	$160,000	$96,563	$256,563	$256,563	($83,531)	($908,472)		2023
2024	$56,864,642	$0	$462,500	$10,537,988	$22.66	$192,291	$0	$192,291	$165,000	$92,906	$257,906	$257,906	($65,616)	($974,088)		2024
2025	$57,895,788	$0	$462,500	$11,579,446	$22.66	$215,425	$0	$215,425	$170,000	$89,138	$259,138	$259,138	($43,712)	($1,017,800)		2025
2026	$58,937,246	$0	$462,500	$12,631,319	$22.66	$238,791	$0	$238,791	$175,000	$85,038	$260,038	$260,038	($21,247)	($1,039,047)		2026
2027	$59,989,119	$0		$13,231,210	$22.66	$262,390	$0	$262,390	$175,000	$80,663	$255,663	$255,663	$6,728	($1,032,319)		2027
2028	$60,589,010	$0	$66,667	$13,903,767	$22.66	$286,226	$0	$286,226	$180,000	$76,000	$256,000	$256,000	$30,226	($1,002,094)		2028
2029	$61,261,567	$0	$66,667	$14,583,050	$22.66	$299,819	$0	$299,819	$185,000	$70,981	$255,981	$255,981	$43,838	($958,256)		2029
2030	$61,940,850	$0	$66,666	$15,269,124	$22.66	$315,059	$0	$315,059	$190,000	$65,588	$255,588	$255,588	$59,472	($898,784)		2030
2031	$62,626,924	$0	$200,000	$16,095,393	$22.66	$330,452	$0	$330,452	$200,000	$59,738	$259,738	$259,738	$70,714	($828,069)		2031
2032	$63,453,193	$0	$200,000	$16,929,925	$22.66	$345,998	$0	$345,998	$205,000	$53,406	$258,406	$258,406	$87,592	($740,477)		2032
2033	$64,287,725	$0	$200,000	$17,772,802	$22.66	$364,722	$0	$364,722	$210,000	$46,663	$256,663	$256,663	$108,059	($632,418)		2033
2034	$65,130,602	$0	$200,000	$18,624,108	$22.66	$383,632	$0	$383,632	$220,000	$39,675	$259,675	$259,675	$123,957	($508,461)		2034
2035	$65,981,908	$0	$200,000	$19,483,928	$22.66	$402,732	$0	$402,732	$225,000	$32,163	$257,163	$257,163	$145,569	($362,892)		2035
2036	$66,841,728	$0		$20,152,345	$22.66	$422,022	$0	$422,022	$235,000	$24,113	$259,113	$259,113	$162,910	($199,982)		2036
2037					$22.66	$441,506	$0	$441,506	$245,000	$15,100	$260,100	$260,100	$181,406	($18,576)		2037
2038						$456,652	$0	$456,652	$255,000	$5,100	$260,100	$260,100	$196,552	$177,976	Expenditures Recovered	2038
			$9,000,000			$5,338,438	$6,323	$5,344,762	$3,755,000	$1,405,463	$5,160,463	$5,160,463				

TID: Mixed-Use
TID Inception (7/18/2017)
Final Year to Incur TIF Related Costs
Maximum Legal Life of TID (20 Years)
Final Tax Collection Year

(1) *Increment per City Estimates.*

EXHIBIT B
CITY ATTORNEY OPINION

CITY OF DE PERE

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

Date: June 19, 2017

The Honorable Michael J. Walsh
Members of the Plan Commission
Members of the De Pere Common Council

RE: City of De Pere Tax Incremental Financing District Number 13 Creation

Dear Mayor, Plan Commission and Common Council Members:

Pursuant to Wis. Stats. §66.1105(4)(f), any tax incremental financing district project plan must include an opinion of the City Attorney or of an attorney retained by the City advising whether the plan is complete and complies with that statutory section. As the duly appointed City Attorney of the City of De Pere and upon a review of the Boundary and Project Plan for Tax Incremental Financing District Number 13 (TID #13) to which this opinion is to be appended, it is my opinion that such plan contains and adequately addresses the prerequisites set forth at Wis. Stats. §66.1105. This opinion is based on my review of said plan, my review of Wis. Stats. §66.1105, and my experience as a municipal attorney.

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

Respectfully submitted,

Judith Schmidt-Lehman

Judith Schmidt-Lehman
City Attorney

JSL:amz
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EXHIBIT C
TID #13 BOUNDARY DESCRIPTION

Legal Description

Part of Lots 103, 104 and 109, Assessor's Subdivision in the City of Nicolet, now the City of De Pere; part of Blocks 34, 40 and 41, De Pere Company's Addition; part of Lots 37, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48 and 49, Plat of Lawton's Farms; all being in the City of De Pere, Brown County, Wisconsin, described as follows:

Commencing at the Northeast Corner of Section 29, Township 23 North, Range 20 East;
thence N89°30'34"W, 331.07 feet on the north line of the Northeast 1/4 of said Section 29 to the POINT OF BEGINNING;
thence S00°04'03"E, 35.00 feet to the intersection of the south right of way of Grant Street (C.T.H. "EE") and the west right of way of Ninth Street;
thence S00°04'03"E, 200.00 feet on said west right of way to the south line of Volume 22 of Certified Survey Maps, Page 188, Map Number 3841;
thence N89°30'34"W, 197.00 feet to the southwest corner of said Certified Survey Map;
thence S00°04'03"E, 1.69 feet to the southeast corner of lands described in Volume 626 of Records, Page 424;
thence N89°29'28"W, 143.00 feet on the south line of said lands to the west line of said lands;
thence N00°10'04"E, 271.94 feet on the west line of said lands extended to the north right of way of Grant Street;
thence N89°30'34"W, 36.90 feet on said north right of way to the east line of lands described in Volume 347 of Deeds, Page 395;
thence S00°27'57"E, 2.00 feet on said east line to the north right of way of Grant Street;
thence N89°30'34"W, 120.60 feet on said north right of way;
thence N83°36'05"W, 262.36 feet on said north right of way to the easterly right of way of Lawrence Drive;
thence N00°26'43"W, 391.27 feet on said easterly right of way to the south line of Lot 2, Volume 12 of Certified Survey Maps, Page 367, Map Number 2641;
thence S89°30'34"E, 237.38 feet on said south line;
thence S22°07'07"E, 1.25 feet on said south line;
thence continuing on said south line 69.55 feet on the arc of a 37.50 foot radius curve to the right, having a long chord that bears S22°07'07"E, 60.00 feet;
thence S89°30'34"E, 120.60 feet on said south line to the east line of said Certified Survey Map;

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thence N00°27’57”W, 845.70 feet on said east line to the easterly line of Lawrence Drive;
thence N26°11’52”E, 88.69 feet on said easterly right of way;
thence N35°58’37”E, 195.49 feet on said easterly right of way;
thence N34°32’07”E, 84.67 feet on said easterly right of way;
thence N35°58’56”E, 185.17 feet on said easterly right of way;
thence N41°35’27”E, 482.36 feet on said easterly right of way;
thence N44°06’28”E, 52.03 feet on said easterly right of way;
thence N18°31’15”E, 180.20 feet to the northerly right of way of Lawrence Drive, also being on the easterly right of way of Interstate “41”;
thence N35°58’17”E, 166.03 feet on said easterly right of way;
thence N56°09’37”E, 152.16 feet on said easterly right of way to the southerly right of way of Main Avenue, C.T.H. “G”;
thence N18°53’49”E, 165.94 feet to the northerly right of way of Main Street, being on the easterly right of way of Interstate “41”;
thence N10°41’06”W, 100.00 feet on said easterly right of way;
thence N27°21’14”E, 245.05 feet on said easterly right of way;
thence N24°07’57”E, 140.19 feet on said easterly right of way;
thence N19°36’37”E, 90.59 feet on said easterly right of way;
thence N26°10’36”E, 353.30 feet on said easterly right of way;
thence S63°14’18”E, 69.55 feet on said easterly right of way;
thence N26°10’36”E, 181.96 feet on said easterly right of way;
thence N64°11’27”E, 587.50 feet on the southerly right of way of Business “I-41”;
thence N86°24’21”E, 193.33 feet on said southerly right of way to the northerly line of Volume 40 of Certified Survey Maps, Page 290, Map Number 6131;
thence S33°31’48”E, 173.49 feet on said northerly line to the right of way of Tenth Street;
thence continuing on the right of way of Tenth Street 86.14 feet on the arc of a 65.00 foot radius curve to the right, having a long chord that bears S46°36’22”E, 79.97 feet to the southerly line of said Certified Survey Maps;
thence S64°15’56”E, 458.51 feet on said southerly line to the easterly line of said Certified Survey Map;
thence N26°28’55”E, 327.44 feet on said easterly line extended to the centerline of vacated Ash Street;
thence N64°15’56”W, 289.13 feet on said centerline to the southerly right of way of Business
“I-41”;
thence N88°18’41”E, 409.66 feet on said southerly right of way;
thence continuing on said southerly right of way 652.49 feet on the arc of a 1532.69 foot radius curve to the left, having a long chord that bears N77°35’22”E, 647.57 feet;

thence S19°44'05"E, 50.00 feet along the westerly right of way of N. Eight Street, S.T.H. "32" to the northerly line of Outlot 1, Volume 42 of Certified Survey Maps, Page 62, Map Number 6316;
thence N65°12'44"E, 47.19 feet on said northerly line to the easterly line of said Outlot 1;
thence S18°50'32"E, 37.74 feet on said easterly line to the southerly line of said Outlot 1;
thence S16°46'15"W, 79.41 feet on said southerly line to the westerly right of way of N. Eight Street;
thence S19°15'49"E, 82.57 feet on said westerly right of way;
thence S16°23'11"W, 201.78 feet on said westerly right of way;
thence S73°46'49"E, 32.39 feet on said westerly right of way;
thence S18°34'41"W, 206.43 feet on said westerly right of way to the northerly right of way of Ash Street;
thence N63°33'49"W, 686.31 feet on said northerly right of way extended to the westerly right of way of N Ninth Street;
thence S26°23'58"W, 685.00 feet on said westerly right of way to the centerline of vacated Elm Street;
thence N62°58'26"W, 125.00 on said vacated right of way to the easterly line of lands described in Volume 350 of Deeds, Page 226;
thence S26°23'58"W, 163.53 feet on said easterly line to the southerly line of said lands;
thence N63°15'15"W, 25.00 feet on the southerly line of said lands;
thence S26°23'58"W, 200.42 feet on the easterly line of said lands extended to the southerly right of way of vacated Cedar Street;
thence S63°15'15"E, 150.00 feet on said southerly right of way to the westerly right of way of N. Ninth Street;
thence S26°23'58"W, 249.29 feet on said westerly right of way;
thence S26°28'19"W, 400.72 feet on said westerly right of way extended to the southerly right of way of Oak Street extended westerly;
thence S63°17'56"E, 437.93 feet on said southerly right of way to the east line of the west one-half of Lot 72, Block 34, said De Pere Company's Addition;
thence S26°25'20"W, 124.82 feet on said east line to the northerly line of Lot 71;
thence S63°16'25"E, 12.50 feet on said northerly line to the east line of said Lot 71;
thence S26°25'38"W, 124.82 feet on said east line to the northerly right of way of Main Street, C.T.H. "G";
thence N63°29'19"W, 91.81 feet on said northerly right of way;
thence N60°21'23"W, 32.97 feet on said northerly right of way to the westerly line of Lot 79;
thence N26°20'29"E, 123.47 feet on said westerly line to the southerly line Lot 82;

thence N63°16’25”W, 325.00 feet on said southerly line extended to the westerly right of way of Main Street;
thence S26°20’29pedit”W, 83.53 feet on said westerly right of way;
thence S71°40’40”W, 55.97 feet on said westerly right of way to the northerly right of way of Main Street;
thence N63°22’49”W, 175.62 feet on said northerly right of way;
thence N66°15’05”W, 187.33 feet on said northerly right of way to the northerly extension of the westerly line of Volume 51 of Certified Survey Maps, Page 30, Map Number 7449;
thence S25°58’47”W, 347.42 feet on said westerly line to the southerly line of said Certified Survey Map;
thence S63°31’13”E, 396.74 feet on said southerly line to the westerly line of South Ninth Street;
thence S26°08’29”W, 250.00 feet on said westerly right of way;
thence continuing on said westerly right of way 777.03 feet on the arc of a 1210.00 foot radius curve to the right, having a long chord that bears S44°31’00”W, 763.75 feet to the northerly right of way of Lois Street;
thence N64°21’44”W, 64.89 feet on said northerly right of way;
thence continuing on said northerly right of way 154.50 feet on the arc of a 335.00 foot radius curve to the left, having a long chord that bears N51°08’56”W, 153.13 feet;
thence N64°21’44”W, 80.67 feet on said northerly right of way;
thence N64°22’57”W, 446.19 feet on said northerly right of way;
thence N64°24’52”W, 186.56 feet on said northerly right of way;
thence S25°36’09”W, 70.00 feet to the southerly right of way of Lois Street;
thence N64°22’57”W, 132.33 feet on said southerly right of way to the west line of Zambrowicz Heights;
thence S00°22’02”W, 626.36 feet on said west line to southwest corner of Lot 13, said Zambrowicz Heights;
thence S22°41’48”W, 245.30 feet on said west line to the northerly line of Lot 23;
thence S71°01’47”E, 125.00 feet on said northerly line to the westerly right of way of South Ninth Street;
thence continuing on said westerly right of way 127.11 feet on the arc of a 387.23 foot radius curve to the left, having a long chord that bears S09°31’41”W, 126.54 feet;
thence S00°24’17”W, 333.42 feet on the extension of said westerly right of way to the north line of the Northeast 1/4 of said Section 29;
thence N89°30’34”W, 36.15 feet on said north line to the POINT OF BEGINNING.

Said described lands contain 116.2 acres of land more or less.

DISCLAIMER TEXT

As required for all underwriters by the Municipal Securities Rulemaking Board ("MSRB"), Robert W. Baird & Co. Incorporated ("Baird") is hereby providing you with certain disclosures.

Robert W. Baird & Co. Incorporated ("Baird") is providing the information contained herein and/or accompanying materials (the "Content") for discussion or general informational purposes only, in seeking to serve as underwriter for a possible issuance of municipal securities you may be considering.

Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. The primary role of Baird, as underwriter, is the purchase securities with a view to distribution in an arm's length commercial transaction between you and Baird. In its role as underwriter, Baird has financial and other interests that differ from yours. As part of our services as underwriter, Baird may provide advice concerning the structure, timing, terms, and other similar matters concerning an issuance of municipal securities you are considering. Any such advice, however, would be provided by Baird in the context of serving as an underwriter and not as municipal advisor, financial advisor or fiduciary. Unlike a municipal advisor, Baird as an underwriter does not have a fiduciary duty to the issuer under the federal securities law and is therefore not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests. As underwriter, Baird has a duty to purchase securities from the issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. As underwriter, Baird will review the official statement applicable to the proposed issuance in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed issuance.

The Content does not include any recommendations or suggestions that you take or refrain from taking any action with regard to an issuance or municipal securities and is not intended to be and should not be construed as ''advice'' within the meaning of Section 15B of the Securities Exchange Act of 1934 or Rule 15Ba1-1 thereunder. You should consult with your own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate. The Content is intended to provide information of a factual or educational nature, as well as general information about Baird (including its Public Finance unit) and its experience, qualifications and capabilities.

If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.

Item 3: Creation of Tax Increment District (TID) #13 – Mixed Use District –Project Plan Review, Public Hearing & Resolution*

Project Description:
The City of De Pere requests the creation of a new TID District generally located around the Main Avenue and Lawrence Drive Intersection. TID #13 is proposed as a Mixed Use District, which has a life span of 20 years and accommodates a variety of land uses. The primary purpose of this TID is to fund the Main Avenue and Lawrence Drive roundabout. If the TID performs above expectations, additional infrastructure projects and redevelopment incentives may be considered. The attached project plan includes more detailed information about the proposed TID.

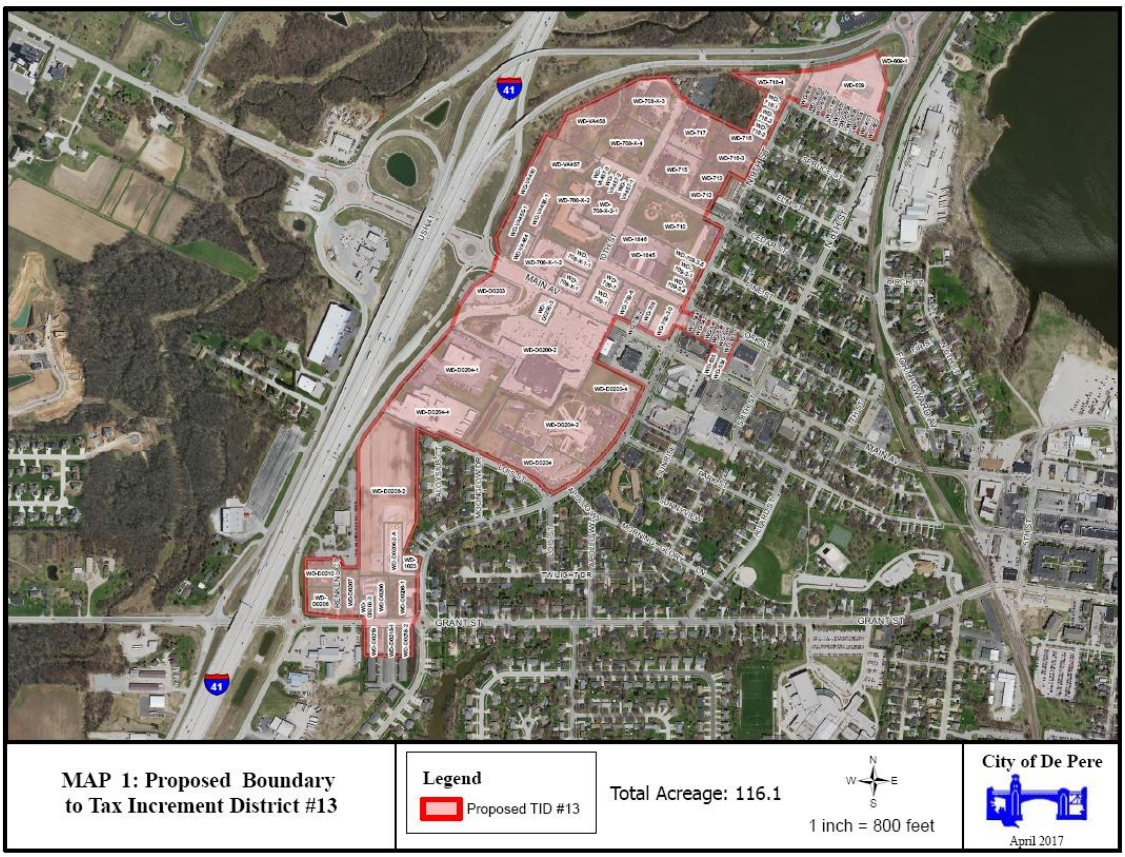

Figure 1 – TID #13 Proposed Boundary

Process:
The Public Hearing for TID #13 will occur at the Plan Commission at this meeting (June 26, 2017). The Plan Commission will make a motion on the resolution that will be forwarded to Common Council. Common Council will also review and make a motion on a resolution. Then the Joint Review Board will meet to review and make a decision on the formation of the TID.

Recommendation:
Staff recommends approval of the Resolution recommending adoption of the TID #13 Project Plan and asks that it be submitted to the Common Council for its approval following the Statutory requirements.

Attachment: PC_StaffReport_TID13 (5999 : Resolution #17-57, Establishing the Boundaries of and Approving the Project Plan for Tax

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #17-58, Authorizing Agreement for Consulting Services Between the City of De Pere and GRAEF-USA, Inc. (Reid Street Sign Bridge Design and Construction Management)**

The Board of Public Works at the July 10, 2017 meeting approved awarding the contract for design and construction management services for the Reid Street Sign Bridge to GRAEF in the amount of $11,765.00 with the condition that the Director of Park and Recreation and Forestry would clarify the amounts presented in the memo and the amounts in the GRAEF proposal. According to Director Kosobucki, the cost discrepancies are a result of(1) city staff incorrectly adding $ 2400 to the Graef proposal for soil boring costs when those costs were already accounted for in the proposal, and (2) adding a 10% contingency ($850). The correct costs are noted below.
City staff received two bids for design and construction management services of the Reid Street Sign Bridge. In analyzing the bids, staff and the Board of Public Works has recommended accepting the bid from Graef. In addition to the Graef Bid, an additional $850 was added to the estimate to aid in covering additional hours for construction observation that staff believes will be needed. This brings the total to $9,365. A summary is below.

Graef Quote -	$8,515
Contingency -	$ 850
Total -	$9,365

(At the Board of Public Works Meeting staff inadvertently included $2400 for soil boring costs that were included in Graef's estimate.)

ATTACHMENTS:

- Reso17-58 (DOCX)
- Consultant Agreement-GRAEF(Reid Street Sign Bridge)7-17-189-002-17 (PDF)
- Exhibit A-GRAEF-Consulting Agreement-Reid Street Sign Bridge (PDF)
- Exhibit B-GRAEF Consulting Agreement (PDF)
- 20170626155301537 (PDF)

RESOLUTION #17-58

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND GRAEF-USA, INC.
(Reid Street Sign Bridge Design and Construction Management)

WHEREAS, the City is in need of contracting with an engineering firm to provide consulting services for design of and construction management services for City's Reid Street Sign Bridge; and

WHEREAS, Consultant has available and offers to provide personnel and professional assistance necessary to accomplish the work within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and GRAEF-USA, Inc., as is attached hereto and incorporated herein as Exhibit 1.

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 18th day of July, 2017.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso17-58 (6049 : Resolution #17-58, Authorizing Agreement for Consulting Services Between the City of De Pere and GRA)

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND GRAEF-USA, INC.
(Reid Street Sign Bridge Design and Construction Management)

THIS AGREEMENT made and entered into this ___ day of _____, 2017, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and GRAEF-USA, Inc., d/b/a GRAEF, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with an engineering company for design services of an overhead sign bridge and construction management services for installation of the banner pole for City's Reid Street Sign Bridge.

WHEREAS, the Consultant has available and offers to provide personnel and professional assistance necessary to accomplish the work within the required timeframe.

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 Consultant's Proposal thereto dated June 21, 2017 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as GIS data, aerial view of property, general sizing of banner to be displayed, and other information that may be applicable in the design of the project, as are available.

Attachment: Consultant Agreement-GRAEF(Reid Street Sign Bridge)7-17-189-002-17 (6049 : Resolution #17-58, Authorizing Agreement for

Attachment: Consultant Agreement-GRAEF(Reid Street Sign Bridge)7-17-189-002-17 (6049 : Resolution #17-58, Authorizing Agreement for

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 create a 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 as required under Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The compensation to be paid to Consultant shall not exceed $9,365.00, which represents Consultant's proposal of $8,515.00, plus a 10% contingency deemed prudent by City. Payment to the Consultant is due within 30 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

Attachment: Consultant Agreement-GRAEF(Reid Street Sign Bridge)7-17-189-002-17 (6049 : Resolution #17-58, Authorizing Agreement for

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstanced beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

Attachment: Consultant Agreement-GRAEF(Reid Street Sign Bridge)7-17-189-002-17 (6049 : Resolution #17-58, Authorizing Agreement for

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

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

If to City:
City Clerk-Treasurer
Attn: Shana D. Ledvina
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
GRAEF-USA, Inc.
Attn: Dan R. Herzberg, P.E.
Associate
1150 Springhurst Drive; Suite 201
Green Bay, WI 54304-5950

Attachment: Consultant Agreement-GRAEF(Reid Street Sign Bridge)7-17-189-002-17 (6049 : Resolution #17-58, Authorizing Agreement for

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

GRAEF-USA, INC.	CITY OF DE PERE, WISCONSIN
By: _____	By:_____
Name: _____	Michael J. Walsh, Mayor
By: _____	By:_____
Name: _____	Shana D. Ledvina, Clerk-Treasurer

H:\azills\Agreements\2017\Consultant Agreement-GRAEF(Reid Street Sign Bridge)7-17-189-002-17.docx

Attachment: Consultant Agreement-GRAEF(Reid Street Sign Bridge)7-17-189-002-17 (6049 : Resolution #17-58, Authorizing Agreement for

Attachment: Exhibit A-GRAEF-Consulting Agreement-Reid Street Sign Bridge (6049 : Resolution #17-58, Authorizing Agreement for Consulting

Request for Proposals
For
Reid Street Sign Bridge Design and Construction Management

The City of De Pere would like to invite your firm to submit a proposal for the design and construction management in replacing the Reid Street Sign Bridge.

Your proposal must be submitted to our office by Wednesday, June 21, 2017 at 3:00 p.m. Proposals can be submitted either by paper copy or via email to Marty Kosobucki.

BACKGROUND INFORMATION:

The Reid Street Sign Bridge is an over the road street pole that hosts several street/traffic signs and has the ability to support banners. The City of De Pere is looking to replace the pole system with a similar pole system.

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

- Complete a design of an overhead sign bridge consistent with the current pole system.
    - Design shall be compliant with all local and state regulations.
    - Design to accommodate the installation of banners for strength and mechanical connections.
- Provide detailed plans and details for the replacement the sign bridge.
- Provide technical specifications to be included in bid packet.
- Provide bid items and cost estimate.
- Prepare and submit any permits to the Wisconsin Department of Transportation.
- Coordinate and conduct soil borings as needed.
- Provide construction management services for the installation of the banner pole.
    - Should include initial site visit with contractor, part time site visits during critical times of construction, final inspection, and review of payment requests from contractor.
- Coordinate and manage the installation of sign bridge prior to May 1, 2018.

Meetings

The consultant should include

- Design Phase
    - Kickoff meeting with City Staff, including review of the site and sign bridge.
    - Final design meeting.
- Construction Management
    - Initial site visit and project kick off meeting with contractor.
    - Periodic site visits during installation.

- Final meeting and inspection of sign bridge installation.

The proposed fee schedule is included with this document. If there are any specific work items which the Consultant believes are not identified in any unit price item, but is required to provide a functionally completed project, then the identified specific work items shall be included in the appropriate unit price item.

The City will bid the project. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

A sample consultant agreement is attached.

SCHEDULING:

The proposals will be taken to the Board of Public Works on July 10 and Common Council on July 18. We anticipate the design to be completed by September 2017, with bidding of the project to be completed in November-December 2017, and installation to be completed by May 1, 2018.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries ort damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for this project include the following:

1. Provide Sign Bridge plans in AutoCAD and .pdf for insertion into the bid documents. The City will bid the project on-line with 11”x17” .pdf plan set.
2. Provide technical specifications in a word document for bidding of the Reid Street Sign Bridge.
3. Provide bid items, quantities, summary of work, and an engineer’s estimate. The estimate is to be provided in an Excel document. Provide the remaining items in a Word document.
4. Provide all required permits and regulatory approvals for construction of the Reid Street Sign Bridge.
5. Provide a timeline of events to include (but not limited to) kick off meeting, design phase, final design, completion of items for bid document, permit applications as needed, state approval (if needed), bid award, and construction/installation.

The City will prepare the bid documents and bid the Reid Street Sign Bridge project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions. The consultant shall be involved once the contractor has been selected to oversee construction management of the project.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant:

- GIS data
- Aerial view of property (included).
- General size of banner to be installed

Any required survey work to generate plans or for construction will not be completed by the City.

The City will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

For questions, please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@mail.de-pere.org.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Reid Street Sign Bridge – Design Phase (bid items)	**Fee**
Design Reid Street Sign Bridge	$
Project Meetings (Two)	$
Soil Borings and report	**$**
Total Design Fee	

Reid Street Sign Bridge – Construction Phase (bid items)	**Fee**
Attend Preconstruction meeting	$
Review shop drawings	$
Perform Construction Administration	**$**
Perform Construction observation	**$**
Total Construction Fee	**$**

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

GRAEF

collaborāte / formulāte / innovāte

June 21, 2017

Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115-1199

SUBJECT: Engineering/Construction Management Proposal
Reid Street Sign Bridge

Dear Marty:

In response to your Request for Proposal for the Reid Street Sign Bridge Design and Construction Management, we are hereby submitting our engineering proposal for the above project.

If we are selected for the project, the engineering design and construction management tasks will be managed and, for the most part, completed by **Dan Herzberg, P.E., and Jeff Rosner, P.E.,** with support as needed by technical staff located in our Green Bay office.

It is our understanding that the project will commence on or about July 18, 2017 and will be completed by May 1, 2018.

We appreciate the opportunity to submit a proposal on this project and look forward to working with you. If you have any further questions, feel free to give us a call.

Sincerely,

Dan R Herzberg, P.E.
Associate

0000-5020.00

Proposed Fee Schedule

Company Name: Graef-USA, Inc. (d/b/a GRAEF)

Company Address: 1150 Springhurst Drive, Suite 201

Company Address: Green Bay, WI 54304

Company Representative: Dan Herzberg, PE

Signature: Dan Herzberg

Reid Street Sign Bridge – Design Phase (bid items)	Fee
Design Reid Street Sign Bridge	$ 4,450
Project Meetings (Two)	$ 300
Soil Borings and report	$ 2,850
Total Design Fee	$ 7,600

Reid Street Sign Bridge – Construction Phase (bid items)	Fee
Attend Preconstruction meeting	$ 150
Review shop drawings	$ 315
Perform Construction Administration	$ 300
Perform Construction Observation	$ 150
Total Construction Fee	$ 915

Exhibit B
Consulting Agreement - GRAEF

RIVER VALLEY TESTING CORP.

1280 Parkview Road
Green Bay, WI 54304
Office: 920/347-9040
Fax: 920/347-9044

June 20, 2017

Mr. Dan Herzberg
Graef
e) dan.herzberg@graef-usa.com

Subj: Proposal for Subsurface Exploration Program
Reid Street Sign Bridge
De Pere, Wisconsin

Mr. Herzberg:

In accordance with your request for proposal on June 19, 2017, River Valley Testing Corp is pleased to submit the following proposal for performance of a subsurface exploration at the site of the above referenced project. This proposal is intended to formalize an outline of our general scope of services and to provide cost information.

RVT GEOTECHNICAL PHILOSOPHY

Since our inception in 1990, River Valley Testing Corp has made it a corporate commitment to provide the most responsive service possible. Being the most responsive starts with decreasing the time required to provide our recommendations. River Valley Testing Corp can provide draft boring logs and preliminary recommendations as quickly as two days after completion of the field work. In addition, we can often provide a final report within four weeks of receiving authorization to proceed on a project. Being the most responsive continues with providing recommendations which balance geotechnical concerns for the soil system with practical construction concerns. Therefore, we have always been willing to work with owners, architects, and design engineers to develop cost effective alternatives and recommendations for potentially difficult site conditions. Also, we have found that the most value to a project has been achieved when we become part of the design team. This close association with the team allows us to look for potential concerns upstream where modifications can have the largest savings impact for the project.

PROJECT INFORMATION

RVT understands the project includes replacement of the Reid Street Sign Bridge with a similar pole system, which is an over the road street pole that hosts several street/traffic signs and has the ability to support banners. However, RVT does not know the anticipated foundation loads at this time.

Attachment: Exhibit B-GRAEF Consulting Agreement (6049 : Resolution #17-58, Authorizing Agreement

SCOPE OF SERVICES

As requested, one (1) standard penetration test boring will be performed for this exploration. Further, RVT recommends the boring be extended to 20' below the existing grade. We also understand a second boring may be requested for this project. We have included a separate fee for the additional boring in the "Fees" section of this proposal.

The fieldwork will also include notifying Diggers Hotline, boring layout, and surface elevation determination at each borehole. In addition, our estimate includes abandonment of each borehole in accordance with Wisconsin Administrative Code NR141.

The subsurface exploration program will include limited laboratory testing, as we deem necessary to evaluate the classification, strength, and other characteristics of the encountered subsurface materials.

A written report will be prepared documenting the results of the field and laboratory test programs. Included in the report will be boring logs documenting the encountered soil and groundwater conditions, our recommendations concerning suitable foundation types and depths, allowable bearing pressure, and estimate of total settlement. The report will also include our recommendations concerning the possible re-use of on-site soil for backfill, uplift and lateral resistance, construction considerations, and site preparations relative to the subsurface conditions.

SCHEDULE

Weather permitting, we could begin the fieldwork about three to four weeks after receiving authorization to proceed. Further, we anticipate that our written report will be completed about two weeks after completion of the fieldwork.

FEES

It is proposed that the fee for the performance of the above outlined services be determined on a unit price basis. On the basis of the above Scope of Services and the attached Geotechnical Fee Schedule, we estimate the total fee will be approximately **$2,400.** If an additional boring is requested for this project prior to beginning of the fieldwork, then this estimate should be increased by $450 for each additional 20' boring.

The above fees assume the site is accessible with a truck mounted drill rig. If RVT is required to coordinate a private utility locate, then we should be contacted so we can revise our proposal.

CONDITIONS

Should unanticipated conditions develop necessitating changes in the scope of services, our cost will be based on the actual job work completed in accordance with the attached Geotechnical Fee Schedule. For example, if a soft layer, such as peat, is encountered at the footing elevation, we are likely to request the borings be extended deeper than the depth listed in the "Scope of Services" Section of this proposal. If this situation arises, we will discuss the additional work with you and receive your approval before proceeding. The attached "GENERAL CONDITIONS" is part of this proposal.

INSURANCE

River Valley Testing Corp carries all insurance required by The State of Wisconsin. On your project sites, RVT employees are covered by Workman's Compensation and General Liability Insurance. In addition, the opinions of RVT licensed engineers are covered by Errors and Omissions Insurance. Certificates showing proof of insurance will be submitted upon request.

REMARKS

Should you decide to accept this proposal, please sign one copy of it, complete the attached Geotechnical Project Data Sheet, and return both to us so we may properly establish your file. We look forward to working with you on your project. If you have any questions or need additional information, please contact Mr. Mark King, Branch Manager, at 920/347-9040 or Mr. Alex Barker, President, at 920/886-1406.

Sincerely,

RIVER VALLEY TESTING CORP.

Mark E. King

Mark E. King, P.E.
Branch Manager

MEK/mhw

ACCEPTANCE:

Client: _____

Signature: _____

Typed Name: _____

Date: _____

Attachment: 20170626155301537 (6049 : Resolution #17-58, Authorizing Agreement for Consulting

Cedar corporation

1496 Bellevue St., Suite 502
Green Bay, WI 54311-4251

engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

920-491-9081
800-472-7372
FAX 920-491-9020
www.cedarcorp.com

June 20, 2017

Mr. Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

RE: Design Services Proposal
City of De Pere – Reid Street Sign Bridge Replacement

Dear Marty:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere (City) with Design Services and Construction Management for proposed replacement of the Sign Bridge on Reid Street. Cedar has been in business since 1975, celebrating our 42nd year this month. We have a staff of structural engineers available to complete your Project. We also have staff very familiar with the City's design/bid/construction process based on completion of the West Business Park Development Improvements. Cedar has the staff, experience, and resources to complete the City's project within the required schedule.

PROJECT UNDERSTANDING

Based on a review of the Request for Proposal (RFP) issued on June 6, 2017, a site visit and our discussion with you on June 20, 2017, we have the following understanding.

The City is proposing to replace the Reid Street Sign Bridge because the top support pole is broken and cannot be repaired. At this time, no banners can be hung from this sign bridge. During construction, the City is proposing to allow the Contractor to close the road for the installation of the bridge. This work may also be required to be completed during the night, less impact on the residents and business community. This will require a Traffic Control Plan for the general work and a full closure with a Detour Route. Since this is a connecting highway, the City may have jurisdiction and control the route. If so, Cedar will further discuss this with the WisDOT staff to determine if a permit is required.

The City plans to replace the existing sign bridge, the work includes the following:

- Traffic Control
- Remove the existing sign bridge and foundation.
- Reconstruct a new foundation and sign bridge.
- Restore the areas disturbed to the existing conditions.

Attachment: 20170626155301537 (6049 : Resolution #17-58, Authorizing Agreement for Consulting

We do understand the timeframe to complete the design/permitting/bidding/construction phase. This schedule is driven by the need to utilize the poles for various promotions within the downtown area prior to the summer of 2018. The proposed timeframe is reasonable, there is no reason the work cannot be completed to meet your proposed schedule as detailed in the RFP.

SCOPE OF SERVICES

Based on our Project Understanding, as described above, and per the Scope of Services and City Responsibilities provided in the RFP, we offer the following Scope of Services:

- Complete a design of an overhead sign bridge consistent with the current pole system.
  - Design shall be complaint with all local and state regulations.
  - Design to accommodate the installation of banners for strength and mechanical connections.
- Provide detailed plans and details for the replacement of the sign bridge.
- Provide technical specifications to be included in the bid packet.
- Provide bit items and cost estimates.
- Prepare and submit necessary permits to the Wisconsin Department of Transportation.
- Coordinate and conduct soil borings as needed. Propose to subcontract with Professional Service Industries, Inc.
- Provide a schedule of events to be completed.
- Provide construction management services for the installation of the banner pole.
  - Will include initial site visit with Contractor, part time site visits during critical items for construction (estimated to be 8 visits), final inspection and review of payment request from Contractor.
- Coordinate and manage the installation of Sign Bridge prior to May 1, 2018.

Our Services will be provided in the following formats:

- Construction plans will be in AutoCAD Civil 3D format. Electronic submittals of both will be in .dwg and .pdf formats.
- Bid items, quantities, and construction cost estimates in Microsoft Excel format.
- Technical specifications/documents in Microsoft Word format.

In addition to the meetings listed in the detailed Scope of Services, two meetings with City staff will consist of the following:

- **Design Phase**
  - Kickoff meeting with City staff, including a review of the site and sign bridge.

Attachment: 20170626155301537 (6049 : Resolution #17-58, Authorizing Agreement for Consulting

- Final Design meeting.

- **Construction Management**
  - Initial site visit and project kickoff meeting with the contractor.
  - Periodic site visits during installation, estimated to be eight (8) visits.
  - Final meeting and inspection of sign bridge installation.

The main method of correspondence and review will be completed via email with the Project Team. We have included the proposed Project Team as an attachment to this proposal. See Appendix "A".

COST

Cedar proposes to complete the work scope as identified on the Proposal Fee Schedule in the RFP and attached to this proposal. The method of compensation is also noted on the schedule. See Appendix "B".

SCHEDULE

Cedar is prepared to complete the projects based on the Schedule in the RFP. It is as follows:

June 21, 2017	Proposals due
July 18, 2017	Award of Proposal (City Council meeting)
July 26, 2017	Project Kickoff meeting
July–September 2017	Design Phase
July–August 2017	Preliminary Design Review meeting
September 2017	Final Design meeting
September 2017	Permit Application submittals to regulatory agencies
October 2017	Bid documents
Fall 2017	Permit acquisition
November–December 2017	Construction Bid Opening
April–May 2018	Construction Phase

INSURANCE

Cedar will provide a certificate of insurance per the RFP requirements at the time of contract execution.

DELIVERY

Cedar will provide the deliverables as listed in the delivery section of the RFP.

9.e

Attachment: 20170626155301537 (6049 : Resolution #17-58, Authorizing Agreement for Consulting

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OWNER RESPONSIBILITIES

Cedar understands that City of De Pere will be responsible for and/or provide the following items:

- Provide Cedar a single contract person to make required decisions for the project.
- Provide the following information:
  - GIS data of existing utilities.
  - Aerial view of the property.
  - General size of the banner to be installed.
- Pay the required permit fees, if necessary (i.e., WisDOT Permits).
- The Project Manual and Standard Technical specifications in Word format. Project specific technical specifications to be completed by Cedar.
- The City will prepare the bid documents and bid the Project. The plans will be inserted into a City plan set with the City providing the cover sheet. Additionally, the City will insert the technical specifications in to the bid document. The City will provide the other components to the bid documents, such as the notice to bidders, instructions to bidders, agreement and general conditions.
- The City will provide the Bidding Phase services unless otherwise requested. Cedar will answer the technical questions from the bidders. The City will issue an addendum, if necessary with information provided by Cedar.
- The material testing will be completed as an Allowance to the contract or paid directly by the City to the testing firm working for the City in 2018.

CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing their standard formatting for review and execution by Cedar.

Cedar looks forward to the opportunity to provide services to the City of De Pere. Please do not hesitate to call if you have questions or would require additional information regarding our proposal.

Sincerely,

CEDAR CORPORATION

Thad Majkowski, P.E.
Director

TMM/cap

cc: Eric Rakers, P.E., City Engineer, City of De Pere

Attachment: 201706261553015 37 (6049 : Resolution #17-58, Authorizing Agreement for Consulting

APPENDIX "A"
PROJECT TEAM

Attachment: 20170626155301537 (6049 : Resolution #17-58, Authorizing Agreement for Consulting

Cedar corporation

Project Team
Organizational Chart

City of De Pere

Marty Kosobucki
Director of Parks, Recreation and Forestry

Eric Rakers, PE
City Engineer

Thad Majkowski, PE
Project Manager / Client Contact

Troy Peterson, PE
Structural Engineer

Josh Gerrits, EIT
Design Engineer

Kyle Johnson
Construction Manager

9.e

Attachment: 201706261553015 37 (6049 : Resolution #17-58, Authorizing Agreement for Consulting

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APPENDIX "B"
PROPOSAL FEE SCHEDULE

Proposed Fee Schedule

Company Name: Cedar Corporation

Company Address: 1496 Bellevue Street Suite 502, Green Bay, WI 54311

Company Address:

Company Representative: Thad Majkowski, P.E.

Signature:

Reid Street Sign Bridge – Design Phase (bid items)	Fee
Design Reid Street Sign Bridge *	$ 6,275.00
Project Meetings (Two)	$ 725.00
Soil Borings and report	$ 2,100.00
Total Design Fee	**$ 9,100.00**

* *Includes Traffic Control and Detour Plan*

Reid Street Sign Bridge – Construction Phase (bid items)	Fee
Attend Preconstruction meeting	$ 425.00
Review shop drawings	$ 575.00
Perform Construction Administration *(17 hours)*	$ 1,400.00
Perform Construction observation *(38 hours)*	$ 3,100.00
Total Construction Fee	**$ 5,500.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**Planning**
FROM:	**Kimberly Flom**
SUBJECT:	**Resolution #17-59, Authorizing Second Agreement Extending Option to Purchase Between the City of De Pere and Washworld of De Pere LLC.**

On July 11, 2017 the Finance and Personnel Committee voted 5-0 to approve the 2 year option extension requested by Washworld of DP LLC.

ATTACHMENTS:

- Reso17-59 (DOCX)
- Washworld - option extension 6-17-138-003-12 (PDF)
- July 2017 Finance Personnel Committee Memo (DOCX)
- Washworld Option Extension (PDF)

RESOLUTION #17-59

AUTHORIZING SECOND AGREEMENT EXTENDING OPTION TO PURCHASE BETWEEN THE CITY OF DE PERE AND WASHWORLD OF DE PERE LLC

WHEREAS, the City of De Pere and Washworld of De Pere LLC are parties to an Agreement Regarding the Sale/Purchase and Option to Purchase Certain Property, dated October 11, 2012; and

WHEREAS, said Agreement provides for a three year option to purchase certain property owned by the City, upon such terms and conditions as outlined in the Agreement; and

WHEREAS, an Agreement Extending the Option to Purchase, dated June 22, 2015, extended the option for an additional two-year period; and

WHEREAS, the City and Washworld of De Pere LLC wish to extend said option to purchase for an additional two-year period upon the terms and conditions of the attached Second Agreement Extending Option to Purchase.; and

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

NOW, THEREFORE, BET IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute such Second Agreement Extending Option to Purchase 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 18th day of July, 2017.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso17-59 (6040 : Resolution #17-59, Authorizing Second Agreement Extending Option to Purchase Between the City of De)

Attachment: Washworld - option extension 6-17-138-003-12 (6040 : Resolution #17-59, Authorizing Second Agreement Extending Option to

SECOND AGREEMENT EXTENDING OPTION TO PURCHASE BETWEEN THE CITY OF DE PERE AND WASHWORLD OF DE PERE LLC

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the City of De Pere ("City"), a Wisconsin municipal corporation and Washworld of De Pere LLC, a Wisconsin limited liability company ("Developer").

WHEREAS, City and Developer are parties to an Agreement Regarding the Sale/Purchase and Option to Purchase Certain Property, dated October 11, 2012; and

WHEREAS, such Agreement provides for a three year option to purchase certain property owned by the City, upon such terms and conditions as outlined in the Agreement; and

WHEREAS, an Agreement Extending the Option to Purchase, dated June 22, 2015, extended the option for an additional two year period; and

WHEREAS, the parties wish to extend said option to purchase for an additional two year period; and

WHEREAS, the City desires 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 parties hereto agree as follows:

1. The option to purchase an approximate 1.85 acre parcel of property owned by City, located in the Southbridge Business Park, legally described as:

   Lot 4 of Volume 52 Certified Survey Maps page 3, being part of Lot 2 of Southbridge Business Park, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.

   is hereby extended by an additional 24 months, and shall expire October 11, 2019.

2. All other terms, conditions, requirements, and obligations found in the October 11, 2012 Agreement, including Developer's exercise of said option and purchase price therefore, are incorporated herein by reference and remain unaffected by this Second Agreement extending option.

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

WASHWORLD OF DE PERE LLC
By:

_____
Print Name: Peter T. Jensen
Title: President

_____
Print Name: David C. Stock
Title: Secretary/Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of _____, 2017, the above named Peter T. Jensen and David C. Stock, known as the persons who executed the foregoing instrument and acknowledge the same.

_____
Notary Public:
My Commission expires:_____

CITY OF DE PERE

_____
Michael J. Walsh, Mayor

_____
Shana D. Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____ day of _____, 2017, the above named Michael J. Walsh, Mayor and Shana D. Ledvina, Clerk-Treasurer, known as the persons who executed the foregoing instrument and acknowledge the same.

_____
Notary Public:
My Commission expires:_____

Drafted by: Judith Schmidt-Lehman
H:\azills\Agreements\2017\Washworld - option extension(2nd) 6-17-138-003-12.docx

Attachment: Washworld - option extension 6-17-138-003-12 (6040 : Resolution #17-59, Authorizing Second Agreement Extending Option to

City of De Pere MEMORANDUM

To: Finance & Personnel Committee
From: Kimberly Flom, Economic Development & Planning Director
Date: July 11, 2017

RE: **Wash World Option Extension Request for Parcel WD-1136-3**

Staff received a request to extend the Option to Purchase for Parcel WD-1136-3. Sue Pankratz of WashWorld, Inc. requests an additional 2-year option for the property. The Common Council approved the original on October 11, 2012 as part of the project for the main facility and approved an extension in 2015.

Property Location

As stated in the attached letter from WashWorld, they continue to experience growth and want to ensure the ability to expand on to the adjacent property.

Recommendation

Staff recommends approval a two-year extension at the same annual fee of $925 and that the required documents be drafted and forwarded to Common Council for review.

Attachment: July 2017 Finance Personnel Committee Memo (6040 : Resolution #17-59, Authorizing Second Agreement Extending Option to

June 14, 2017

Ms. Kimberly Flom
City of DePere
Director of Planning & Economic Development
335 South Broadway
De Pere, WI 54115

Dear Ms. Flom:

Washworld of DePere LLC would like to extend the Option to Purchase granted to us in Section IIIA of the Sale and Purchase Agreement we and the City of DePere entered into on October 11, 2012 and later extended by the Agreement Extending Option to Purchase dated June 22, 2015. Under the initial section and extension thereof, for an annual payment of $925 Washworld of DePere LLC has an option to purchase the 1.85 acre parcel identified as parcel WD-1136-3 (Lot 4 of the Southbridge Business Park) which is adjacent to our current property on American Blvd.

In part as a result of the wonderful facility we were able to build on American Blvd., our manufacturing business is thriving. We are increasing sales and adding employees. Because of this growth, there is a good possibility that in the near future we will need to expand onto Parcel WD-1136-3. Thus we would like to request that the DePere Common Council approve a two-year extension of our option to October 11, 2019 at the same annual fee of $925.

Please let me know what else you need from Washworld of DePere LLC in order to effect this extension.

Sincerely,

Sue Pankratz

Sue Pankratz
Controller, Washworld of DePere, LLC

WASHWORLD
2222 American Blvd. | De Pere, WI 54115
920.338.9278 | 888.315.7253 | www.washworldinc.com

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**Public Works**
FROM:	**Eric Rakers**
SUBJECT:	**Resolution #17-60, Rescinding Award of Public Works Contract 17-13 to Precision Sealcoating, Inc. and Awarding the Same to Asphalt Seal & Repair, Inc. (Crack-Filling).**

The Board of Public Works at the July 10, 2017 meeting approved removing Precision Sealcoating Inc. as the contractor for Project 17-13 and awarding the new contract to Asphalt Seal and Repair, Inc. with the condition not to pursue the bid bond nor liquidated damages in lieu of the City receiving a check in the amount of $675 from Precision Sealcoating, Inc.

It has been requested by the Precision Sealcoating Inc. (Contractor) that Precision Sealcoating Inc. be removed as primary contractor for Project 17-13 Crackfilling. The Contractor will not agree to the City's methods for measurement and payment for this project as outlined in the Work Sequence under Section 01 10 00 Summary of Work in the Project Manual for Project 17-13:

Payment will be made based on the weight difference from certified scale tickets. The contractor will weigh the material and boiler at the beginning and end of work each day. The contractor will have the option of providing scale tickets at the beginning and end of the project if the boiler is stored inside the gate at the Municipal Service Center for the duration the work is performed.

These means and methods were put in place to prevent the awarded contractor from using material paid for by the City on private work.

The contract for Project 17-13 Crackfilling was awarded by De Pere Common Council to Precision Sealcoating Inc. on April 18, 2017. Work has yet to start on this project. City staff and Precision Sealcoating Inc. have spoken to the next lowest bidder, Asphalt Seal and Repair, Inc. and they are willing to take over this contract as the primary contractor. The price difference between Precision Sealcoating Inc. and Asphalt Seal and Repair, Inc. was $675 or $0.0075 per pound of crack filling material. Precision Sealcoating Inc. is willing to pay the difference between the award prices.

Asphalt Seal and Repair has been awarded work for the City's crackfilling project the last four years and has completed the work without issue.

The change in Contractor would have no impact on the budgeted amount from the capital improvement fund as Precision Sealcoating Inc. has agreed to pay the difference in the award prices.

ATTACHMENTS:

- Reso17-60 (DOCX)
- Mayor- BPW bid bond forfeit 7-2017 JSL 2x (PDF)
- 17-13 Bid Tab(PDF)

RESOLUTION #17-60

RESCINDING AWARD OF PUBLIC WORKS CONTRACT 17-13 TO PRECISION SEALCOATING, INC. AND AWARDING THE SAME TO ASPHALT SEAL & REPAIR, INC. (Crack-Filling)

WHEREAS, the Common Council awarded Public Works Contract 17-13 (Crack-Filling) to the low bidder on the contract, Precision Sealcoating, Inc. ("Precision") on April 18, 2017; which has been executed by Precision and the City; and

WHEREAS, Precision, having misunderstood the measurement methodology of said contract, has requested the City rescind the award of Contract 17-13 (Crack-Filling) and award the same to the second low bidder, Asphalt Seal & Repair, Inc.; and

WHEREAS, Asphalt Seal & Repair, Inc. is willing to accept such award; and

WHEREAS, Precision has agreed to reimburse the City the $675.00 difference between its low bid and the bid of Asphalt Seal & Repair, Inc.; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

1. The Common Council hereby rescinds its April 18, 2017 award of Public Works Contract 17-13 (Crack-Filling) to Precision Sealcoating, Inc.; and

2. The Common Council hereby directs the Clerk-Treasurer to retain the bid bond, and contract performance and payment bonds issued on behalf of Precision Sealcoating, Inc. in conjunction with Contract 17-13 (Crack-Filling), until such time as Precision Sealcoating, Inc. submits payment to the Clerk-Treasurer for the $675.00 difference between its low bid and the bid of the second low bidder, Asphalt Seal & Repair, Inc.; and

3. The Common Council hereby awards Public Works Contract 17-13 (Crack-Filling) to Asphalt Seal & Repair, Inc. in the amount of $85,050.00.

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.

Attachment: Reso17-60 (6042 : Resolution #17-60, Rescinding Award of Public Works Contract 17-13 to Precision Sealcoating, Inc.)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of July, 2017.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso17-60 (6042 : Resolution #17-60, Rescinding Award of Public Works Contract 17-13 to Precision Sealcoating, Inc.)

CITY OF DE PERE MEMO

To: Michael J. Walsh, Mayor
Board of Public Works Members
From: Judith Schmidt-Lehman, City Attorney
RE: Rescinding Award of Contract 17-13 (Crack-filling)
Date: July 10, 2017

Public Works Contract 17-13 was awarded to Precision Sealcoating, Inc. ("Low Bidder") by the Common Council on April 18, 2017 and the contract for the work has been signed. I understand that the Low Bidder is now objecting to a measurement methodology provision in the contract. I am told the Low Bidder did provide this work to the city several years back when the measurement methodology was different and may have not understood the new measurement methodology (although it was in the bid documents) or may have thought the city might agree to the old methodology. The Low Bidder has expressed that it will not do the work under the signed contract. The second low bidder, Asphalt Seal and Repair, Inc. has agreed to become the primary contractor on the project, with the Low Bidder agreeing to cover the $675 bid difference.

The purpose of this memo is to outline the city's legal rights in this circumstance.

The City requires that bidders on public construction contracts provide a bid bond in order to ensure the bidder follows through with entering into the contract if it is the successful low bidder. State law allows bidders to under certain circumstances, **withdraw** its bid only under circumstances of error, omission or mistake is discovered after bid opening and immediate notice of the error is given.[1] If a bidder's error was the result of carelessness, negligence or inexcusable neglect, the municipality may require that the bid bond be forfeited to the municipality. This decision can be challenged in a court by the bidder. This statute does not apply to signed contracts.

Here, the Low Bidder simply wants out of the contract. Under these circumstances, the City would be within its rights to declare the bid bond forfeited as liquidated damages, unless other mitigating circumstances are made known to the Board and Council. Liquidated damages are intended to reimburse the city and the public for the time and expense incurred not only in pursuing the Low Bidder but also incurred in the city determining its response and recovery to its failure to consummate the project with the Low Bidder.

[1] Wis. Stats. 66.0901(5) reads, in pertinent part (emphasis added):
….. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall **immediately and without delay give written notice and make known the fact of the mistake**, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the **bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.**

There are several options the Board and Council can consider. However, in taking action on this item on July 10, 2017, the Board should be sure that it addresses the following:

1. Its recommendation on whether to rescind the contract;
2. Its action or waiver of action on forfeiture of the bid bond; and
3. Its recommendation on award of Contract 17-13 to the apparent second low bidder.

If you have any questions or concerns, feel free to call me at 339-4042 to discuss.

JSL

Attachment: Mayor- BPW bid bond forfeit 7-2017 JSL 2x (6042 : Resolution #17-60, Rescinding Award of Public Works Contract 17-13 to

PROJECT 17-13 CRACKFILLING AND SEALCOATING
BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				PRECISION SEALCOATING, INC		ASPHALT SEAL AND REPAIR, INC		AMERICAN PAVEMENT SOLUTIONS, INC	
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**
SC-01	Crackfilling (HI-SPEC, Crafco or Approved equal)	LB	90,000	$ 0.9375	$ 84,375.00	$ 0.945	$ 85,050.00	$ 1.39	$ 125,100.00
TOTAL AMOUNT BID					**$ 84,375.00**		**$ 85,050.00**		**$ 125,100.00**

Attachment: 17-13 Bid Tab (6042 : Resolution #17-60, Rescinding Award of Public Works Contract 17-13

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #17-61, Authorizing Amended and Restated Cooperation Agreement and Second Amended and Restated Pledge and Security Agreement Regarding the Imposition and Direction of Room Tax Revenue**

Attached are documents amending current agreements with Brown County, Green Bay, Ashwaubenon, Bellevue, Allouez, Howard and Suamico concerning use of room tax collected by area lodging accommodations. These revisions are necessary in order to move forward with the proposed new Exposition Center at the corner of Oneida Street and Lombardi Avenue (currently occupied by the Brown County Arena and Shopko Expo Hall). An executive summary prepared by Brown County is also attached to help you sift through this issue.

ATTACHMENTS:

- Reso17-61 (DOCX)
- Room Tax 07-13-2017 - dph - EX 1 Amended and Restated Cooperation Agreement (DOCX)
- Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (DOCX)
- Room Tax 07-13-2017 - Executive Summary (DOCX)
- Room Tax Flow Charts 2017 (PDF)

RESOLUTION #17-61

AUTHORIZING AMENDED AND RESTATED
COOPERATION AGREEMENT AND SECOND AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT REGARDING THE
IMPOSITION AND DIRECTION OF ROOM TAX REVENUE

WHEREAS, the City of De Pere, the City of Green Bay, the Village of Allouez, the Village of Ashwaubenon, the Village of Bellevue, Village of Howard and the Village of Suamico, all Wisconsin municipal corporations, (collectively the "Municipalities"), are parties to a Cooperation Agreement dated as of May 18, 1999 and revised by Addendum in 2012 ("Cooperation Agreement"), and parties to the Restated Pledge and Security Agreement dated as of 2012, relating to the construction and long term financing, through the pledge of room tax revenues, of a convention center and other tourism facility improvements, as described in the Cooperation Agreement; and

WHEREAS, the Municipalities are also parties to a Room Tax Commission and Tourism Zone Agreement dated August 29, 1997, in which the Municipalities agree they are a "Zone" for purposes of the Room Tax Act (Wis. Stats. §66.0615 *et seq.*) in that they are perceived as a single destination by the traveling public; and

WHEREAS, the Municipalities wish to enter into the attached Amended and Restated Cooperation Agreement (Exhibit 1) and the Second Amendment and Restated Pledge and Security Agreement (Exhibit 2) to direct room tax collected as identified therein in support of the Brown County initiative to construct a new Exhibition facility at the location of the current Brown County Arena and Shopko Hall; and

WHEREAS, the City of De Pere supports this Brown County initiative using excess room tax dollars in the Room Tax Stabilization Fund.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amended and Restated Cooperation Agreement (Exhibit 1) and the Second Amended Pledge and Security Agreement (Exhibit 2), as are attached hereto and incorporated by reference, subject to such technical changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of July, 2017.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso17-61 (6048 : Resolution #17-61, Authorizing Amended and Restated Cooperation Agreement and Second Amended and Res)

Reinhart Draft
07/13/2017

AMENDED AND RESTATED COOPERATION AGREEMENT

THIS AMENDED AND RESTATED COOPERATION AGREEMENT (this "Agreement"), dated as of July 11, 2017, is by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Green Bay"), the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("De Pere"), the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Allouez"), the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Ashwaubenon"), the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Howard"), the VILLAGE OF BELLEVUE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Bellevue"), the VILLAGE OF SUAMICO, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Suamico," and collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard and Bellevue, the "Municipalities"), BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), the GREEN BAY AREA ROOM TAX COMMISSION, a Wisconsin quasi-municipal corporation (the "Room Tax Commission"), the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation (the "Green Bay RDA"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation (the "Ashwaubenon CDA," and together with the Green Bay RDA, the "Authorities").

RECITALS

The parties acknowledge the following:

A. The Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission and the Authorities are parties to the Cooperation Agreement dated as of July 1, 1999 (the "1999 Cooperation Agreement") which concerned the development and redevelopment of certain areas designated in the 1999 Cooperation Agreement as the "Improvement Areas" and the promotion and development of conventions and other forms of tourism within the Improvement Areas and, among other matters, provided for the pledging and utilization of "Room Tax Revenues" (as defined therein).

B. Subsequent to the execution of the 1999 Cooperation Agreement, Bellevue and Suamico became members of the Room Tax Commission.

C. Pursuant to the 1999 Cooperation Agreement:

(1) The Municipalities and Associated Bank Green Bay, National Association (as predecessor in interest to Associated Trust Company, National Association), as trustee (the "Trustee"), entered into the Pledge and Security Agreement dated as of July 1, 1999 (the "1999 Pledge and Security Agreement") which provided that all Room Tax Revenues would be deposited with the Trustee and allocated as provided therein;

(2) The Green Bay RDA's Lease Revenue Bonds, Series 1999A (Convention Center Project) (the "Green Bay RDA Series 1999 Bonds") financed the costs incurred in connection with the construction and development of a convention center and the

Attachment: Room Tax 07-13-2017 - dph - EX 1 Amended and Restated Cooperation Agreement (6048 : Resolution #17-61, Authorizing

remodeling of conference facilities which comprise a portion of the KI Convention Center located in Green Bay (the Green Bay RDA Series 1999 Bonds were refunded by the Green Bay RDA's Lease Revenue Refunding Bonds, Series 2006 (Convention Center Project) (the "Green Bay RDA Series 2006 Bonds") and the Green Bay RDA Series 2006 Bonds were refunded by the Green Bay RDA's Taxable Lease Revenue Refunding Bonds, Series 2016 (KI Convention Center Project) (the "Green Bay RDA Series 2016 Bonds"));and

(3) The Ashwaubenon CDA's Lease Revenue Bonds, Series 1999A (Arena Project) (the "Ashwaubenon CDA Series 1999 Bonds') financed the costs incurred in connection with the design, construction, furnishing and equipping of an arena known as the Resch Center located in Ashwaubenon (certain maturities of the Ashwaubenon CDA Series 1999 Bonds were refunded by the Ashwaubenon CDA's Lease Revenue Refunding Bonds, Series 2002 (Arena Project) (the "Ashwaubenon CDA Series 2002 Bonds") and certain maturities of the Ashwaubenon CDA Series 2002 Bonds were refunded by the Ashwaubenon CDA's Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project) (the "Ashwaubenon CDA Bonds (Brown County Resch Center Project) (the "Ashwaubenon CDA Series 2012 Bonds")).

D. In 2012 the Municipalities and the County entered into the Addendum to 1999 Cooperation Agreement (the "2012 Addendum") which provided that the Municipalities would increase the room tax rate from 8% to 10% and, as contemplated therein, the Municipalities, the County, the Room Tax Commission and the Trustee entered into the Amended and Restated Pledge and Security Agreement dated as of July 1, 1999 (the "2012 Pledge and Security Agreement") which amended and restated the 1999 Pledge and Security Agreement and which permitted the Room Tax Revenues resulting from such increase in the room tax rate to be transferred to the Greater Green Bay Convention & Visitors Bureau, Inc. (the "CVB") unless a "Room Tax Deficiency" (as defined in the 1999 Cooperation Agreement) existed.

E. Pursuant to an Agreement Between Brown County and City of Green Bay For Surplus Net Room Taxes for KI Expansion, dated June 19, 2012, as amended by an Addendum #1 thereto, dated December 6, 2013 (the "County/City Agreement"), the County elected to maintain a balance of $2,200,000 in the Room Tax Stabilization Fund (as defined in the 1999 Cooperation Agreement) in addition to the $2,800,000 required to be held in the debt service reserve account for the Ashwaubenon CDA Bonds. The County agreed to pay to Green Bay and/or the Green Bay RDA, upon receipt from time to time of a requisition therefor, monies then on deposit in the Room Tax Stabilization Fund in excess of $5,000,000 as of the date of such requisition to pay debt service on the Green Bay RDA's Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project) (together with any refunding bonds, the "KI Expansion Bonds") issued to pay the costs of the expansion to the KI Convention Center which was completed in 2015 (the "KI Expansion Project").

F. The County is proposing that the existing Brown County Veterans Memorial Arena be demolished and a new exposition center be constructed on the site (the "Expo Center") and desires to utilize Room Tax Revenues to provide financing for the payment of debt service on bonds issued by the Ashwaubenon CDA to finance the design and construction of the Expo Center.

Attachment: Room Tax 07-13-2017 - dph - EX 1 Amended and Restated Cooperation Agreement (6048 : Resolution #17-61, Authorizing

G. The parties are willing to amend and restate the 1999 Cooperation Agreement in its entirety, and incorporate in this Agreement the applicable provisions of the 2012 Addendum and the County/City Agreement, and the execution and delivery of this Agreement has been duly and validly authorized by resolutions of the Municipalities, the County, the Room Tax Commission and the Authorities.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and agreements set forth below, the parties agree to amend and restate the 1999 Cooperation Agreement in its entirety as follows:

ARTICLE I

DEFINITIONS

"2017 Pledge and Security Agreement" means the Second Amended and Restated Pledge and Security Agreement dated as of July 11, 2017 by and among the Municipalities, the Room Tax Commission, the County and the Trustee, incorporating the pledge of Net Room Taxes to the Municipal Development and payment of debt service on the Bonds and which amends and restates the 2012 Pledge and Security Agreement, as such agreement may be amended, modified, supplemented or restated from time to time.

"Additional Municipality" means any Non-Party Municipality within the Tourism Zone as identified in the Room Tax Act which following the executing of this Agreement becomes a member of the Room Tax Commission and which pursuant to Section 5.08 becomes a Municipality hereunder.

"Ashwaubenon CDA Bonds" means, collectively, (a) the Ashwaubenon CDA Bonds (Brown County Resch Center Project) and (b) any Ashwaubenon CDA Bonds (Brown County Expo Center Project) issued by the Ashwaubenon CDA; in each case which are outstanding on the relevant date and which financed property leased by the Ashwaubenon CDA to the County pursuant to an Ashwaubenon Lease.

"Ashwaubenon CDA Bonds (Brown County Expo Center Project)" means the (a) lease revenue bonds to be issued by the Ashwaubenon CDA pursuant to the Ashwaubenon Indenture (Brown County Expo Center Project), in one or more series, to finance the costs of the Expo Center project in such amount determined to be necessary by the County, based on the scope of work and the bid process to be undertaken by Ashwaubenon, the Ashwaubenon CDA and/or the County, and (b) any refunding bonds subsequently issued by the Ashwaubenon CDA which refinance property leased by the Ashwaubenon CDA to the County pursuant to the Ashwaubenon Lease (Expo Center), in each case which are outstanding on the relevant date.

"Ashwaubenon CDA Bonds (Brown County Resch Center Project)" means (a) the Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project) issued by the Ashwaubenon CDA on March 29, 2012 in the aggregate principal amount of $35,660,000 pursuant to the Ashwaubenon Indenture (Brown County Resch Center Project) and

Attachment: Room Tax 07-13-2017 - dph - EX 1 Amended and Restated Cooperation Agreement (6048 : Resolution #17-61, Authorizing

(b) any refunding bonds subsequently issued by the Ashwaubenon CDA which refinance property leased by the Ashwaubenon CDA to the County pursuant to the Ashwaubenon Lease (Resch Center), in each case which are outstanding on the relevant date.

"Ashwaubenon Development" means the development and redevelopment undertakings described in Exhibit A hereto as the Ashwaubenon Development.

"Ashwaubenon Improvement Area" means the area depicted or described in Exhibit C here to as the Ashwaubenon Improvement Area.

"Ashwaubenon Indenture" means, as the context may require, the Ashwaubenon Indenture (Brown County Expo Center Project), the Ashwaubenon Indenture (Brown County Resch Center Project), or both such indentures.

"Ashwaubenon Indenture (Brown County Expo Center Project)" means the Indenture of Trust to be entered into by and between the Ashwaubenon CDA and the Trustee with respect to the Ashwaubenon CDA Bonds (Brown County Expo Center Project), as amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Indenture (Brown County Resch Center Project)" means the Indenture of Trust dated as of December 1, 1999, as supplemented by the First Supplemental Indenture of Trust dated as of May 1, 2002 and the Second Supplemental Indenture of Trust dated as of March 1, 2012, by and between the Ashwaubenon CDA and the Trustee with respect to the Ashwaubenon CDA Bonds (Brown County Resch Center Project), as further amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Lease" means, as the context may require, the Ashwaubenon Lease (Expo Center), the Ashwaubenon Lease (Resch Center), or both such leases.

"Ashwaubenon Lease (Expo Center)" means the instrument of lease to be entered into by the Ashwaubenon CDA and the County with respect to the Expo Center as described in Section 4.03, as amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Lease (Resch Center)" means Lease dated as of December 1`, 1999, as supplemented by the First Supplement to Lease (Additional Bonds) dated as of May 1, 2002 and the Second Supplement to Lease (Additional Bonds) dated as of March 1, 2012, between the Ashwaubenon CDA, as lessor, and the County, as lessee, with respect to the Resch Center, as further amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Plan" means the Ashwaubenon CDA's Redevelopment Plan, approved April 17, 1998, as amended from time to time pursuant to the Redevelopment Act.

"Auditing and Collection Agreement" shall have the meaning assigned in Section 8.13.

"Bonds" means collectively the Ashwaubenon CDA Bonds and the Green Bay RDA Bonds.

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"Bond Year" means the period beginning June 1 of a year and ending May 31 of the following year.

"CVB" means the Greater Green Bay Convention & Visitors Bureau, Inc. (formerly known as the Green Bay Area Visitor & Convention Bureau, Inc.), a Wisconsin nonprofit corporation and a "tourism entity" within the meaning of the Room Tax Act.

"Effective Date" is defined in Section 8.14.

"Expo Center" means a facility intended to have approximately 100,000 plus square feet of hard (e.g., concrete) free-span exposition floor space with high ceilings designed for large-scale public or private trade shows, exhibitions and sporting events, including necessary support and service facilities which may include, but are not limited to, the following: retractable arena style seating, an ice sheet, concessions, storage areas and offices. The Expo Center will replace the existing Brown County Memorial Veterans Arena, Shopko Hall, and Hall of Fame, and will be connected to the Resch Center.

"Governing Body" (i) when used with reference to the Municipalities, means the Common Council, Village Board or other legislative body of the Municipalities, (ii) when used with reference to the County, means the Board of Supervisors or other legislative body of the County, (iii) when used with reference to the Room Tax Commission, means the Commissioners or other legislative body of the Room Tax Commission and (iv) when used with reference to the Authorities, means the Commissioners or other legislative body of the Authorities.

"Governing Body Authorization" means the Governing Body Authorizations described in the 1999 Cooperation Agreement and the following Governing Body Authorizations and approvals made and given pursuant to the Redevelopment Act, Room Tax Act, and Section 66.0301, Wis. Stats.:

(i) when used with reference to Green Bay, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Green Bay's Governing Body in July or August, 2017;

(ii) when used with reference to De Pere, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by De Pere's Governing Body in July or August, 2017;

(iii) when used with referend to Allouez, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Allouez's Governing Body in July or August, 2017:

(iv) when used with reference to Ashwaubenon, means the resolution r in support of this specific Amended and Restated Cooperation Agreement adopted by Ashwaubenon's Governing Body in July or August, 2017;

(v) when used with reference to Howard, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Howard's Governing Body in July or August, 2017;

(vi) when used with reference to Bellevue, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Bellevue's Governing Body in July or August, 2017;

Attachment: Room Tax 07-13-2017 - dph - EX 1 Amended and Restated Cooperation Agreement (6048 : Resolution #17-61, Authorizing

(vii) when used with reference to Suamico, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Suamico's Governing Body in July or August, 2017;

(viii) when used with reference to the Room Tax Commission, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Room Tax Commission's Governing Body in July or August, 2017;

(ix) when used with reference to the Ashwaubenon CDA, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Ashwaubenon CDA's Governing Body in July or August, 2017;

(x) when used with reference to the Green Bay RDA, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Green Bay RDA's Governing Body in July or August, 2017; and

(xi) when used with reference to Brown County, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Brown County's Governing Body in July or August, 2017.

"Green Bay Development" means the development and redevelopment undertakings described in Exhibit A hereto as the Green Bay Development.

"Green Bay Improvement Area" means the area depicted or described in Exhibit C hereto as the Green Bay Improvement Area.

"Green Bay Indenture" means Indenture of Trust dated as of July 1, 1999, as supplemented by the First Supplement to Indenture of Trust dated as of March 1, 2006 and the Second Supplement to Indenture of Trust dated as of April 1, 2016, by and between the Green Bay RDA and the Trustee with respect to the Green Bay RDA Bonds, as further amended or supplemented from time to time pursuant to the terms thereof.

"Green Bay Lease" means the Lease dated as of July 1, 1999, as supplemented by the First Supplement to Lease (Additional Bonds) dated as of March 1, 2006, the Second Supplement to Lease dated as of December 1, 2013 and the Third Supplement to Lease dated as of April 1, 2016, as further amended or supplemented from time to time pursuant to the terms thereof.

"Green Bay Plan" means the Green Bay RDA's Redevelopment District and Redevelopment Plan, approved November 18, 1997 and December 2, 1997 respectively as amended from time to time pursuant to the Redevelopment Act.

"Green Bay RDA Bonds" means, collectively, (a) the Green Bay RDA Series 2016 Bonds and (b) any refunding bonds subsequently issued by the Green Bay RDA, in each case which are outstanding on the relevant date and which refinanced property leased by the Green Bay RDA to the County pursuant to the Green Bay Lease.

"Green Bay RDA Series 2016 Bonds" means the Taxable Lease Revenue Refunding Bonds, Series 2016 (KI Convention Center Project) issued by the Green Bay RDA on April 5, 2016 in the aggregate principal amount of $10,210,000 pursuant to the Green Bay Indenture.

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"Improvement Areas" means, collectively, the Ashwaubenon Improvement Area and the Green Bay Improvement Area.

"Indentures" means, collectively, the Ashwaubenon Indenture and the Green Bay Indenture.

"Leases" means, collectively, the Ashwaubenon Lease and the Green Bay Lease.

"Mortgages" means (a) the Assignment of Lease and Rents dated as of December 1, 1999 from the Ashwaubenon CDA to the Trustee which secures the Ashwaubenon CDA Bonds, (b) the Assignment of Lease and Rents dated as of July 1, 1999, as amended by the First Amendment to Assignment of Lease and Rents dated as of March 1, 2006, the Second Amendment to Assignment of Lease and Rents (Additional Municipal Development Property) dated as of December 1, 2013 and the Third Amendment to Assignment of Lease and Rents dated as of April 1, 2016, from the Green Bay RDA to the Trustee which secures the Green Bay RDA Bonds, (c) the Mortgage and Security Agreement dated as of July 1, 1999, as amended by the First Amendment to Mortgage and Security Agreement dated as of March 1, 2006, the Second Amendment to Mortgage and Security Agreement (Additional Premises) dated as of December 1, 2013 and the Third Amendment to Mortgage and Security Agreement dated as of April 1, 2016, from the Green Bay RDA to the Trustee which secured the Green Bay RDA Bonds and (d) all other mortgages and assignments of leases, security agreements or other agreements or instruments hereafter entered into by either of the Authorities or any third party (with the written consent of either the Ashwaubenon CDA or the Green Bay RDA, as applicable) and delivered to the Trustee for the purpose of granting the Trustee a mortgage lien on either the Ashwaubenon Development Property or the Green Bay Development Property, as applicable, as collateral security for the payment of the Ashwaubenon CDA Bonds or the Green Bay RDA Bonds, as applicable.

"Municipal Development" means, collectively, the Ashwaubenon Development and the Green Bay Development.

"Municipal Development Costs" means the costs incurred or to be incurred by the Ashwaubenon CDA and Green Bay RDA, respectively, with respect to the purchase, construction, installation and improvement of the Municipal Development Property.

"Municipal Development Property" means all right, title and interest of the Ashwaubenon CDA and Green Bay RDA, respectively, in, to and under all real property and real property improvements purchased, constructed, installed or improved by the Ashwaubenon CDA and Green Bay RDA, respectively, in the areas described in Exhibit B with the proceeds of the Bonds.

"Municipality" means each of Green Bay, De Pere, Allouez, Ashwaubenon, Howard, Suamico, Bellevue and any Additional Municipality.

"Net Room Taxes" means the Room Taxes levied, enforced and collected by or with respect to the Municipalities from time to time minus the amount of "Additional Room Taxes" (as defined in the 2017 Pledge and Security Agreement) transferred to the Additional Room Tax Fund pursuant to Section 4.04 of the 2017 Pledge and Security Agreement and minus the amount

Attachment: Room Tax 07-13-2017 - dph - EX 1 Amended and Restated Cooperation Agreement (6048 : Resolution #17-61, Authorizing

allocated to the Room Tax Administrative Fund pursuant to Section 4.01(a) of the 2017 Pledge and Security Agreement.

"Non-Party Municipality" means, at any time, any political subdivision of the State of Wisconsin or any federally recognized Indian tribe within the Tourism Zone that is not a party to this Agreement at such time.

"Non-Party Municipality Room Taxes" shall have the meaning ascribed to such term in Section 5.08.

"Redevelopment Act" means Section 66.1333 of the Wisconsin Statutes, as amended.

"Redevelopment Areas" means the project areas identified as such in the Redevelopment Plans.

"Redevelopment Plans" means, collectively, the Ashwaubenon CDA Plan and the Green Bay RDA Plan.

"Room Tax Act" means Section 66.0615 of the Wisconsin Statutes, as amended.

"Room Tax Deficiency" means any date on which either (i) the amount on deposit in the Room Tax Stabilization Fund on such date is Fifty Percent (50%) or less than the amount on deposit therein as of the end of the immediately preceding calendar year or (ii) Net Room Taxes for each of the immediately preceding eight (8) consecutive calendar months were insufficient to fund direct or indirect payments, as lease payments or otherwise, of debt service on the Green Bay RDA Bonds and on the Ashwaubenon CDA Bonds (Brown County Resch Center Project).

"Room Taxes" means those room taxes levied and collected by the Municipalities pursuant to the Room Tax Act and pursuant to this Agreement.

"Room Tax Rate" means the percentage rate of any Room Taxes.

"Room Tax Revenues" means, collectively, Net Room Taxes received by the Room Tax Commission and, in the event of a Room Tax Deficiency, any other Room Taxes necessary to make payments of debt service on the Bonds.

"Room Tax Stabilization Fund" means (a) initially, the fund by that name established pursuant to the Ashwaubenon Indenture (Brown County Resch Center Project) and (b) from and after the date the Ashwaubenon Indenture (Brown County Resch Center Project) is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the successor fund by that name establish pursuant to the 2017 Pledge and Security Agreement.

"Surplus Net Room Tax Revenues" means Net Room Tax Revenues remaining after the allocation of Net Room Tax Revenues in respect of the Green Bay RDA Bonds and the Ashwaubenon CDA Bonds (Brown County Resch Center Project) described in Section 4.01(b) of the 2017 Pledge and Security Agreement.

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"Tourism Agreement" means the Agreement dated January 1, 1999 by and between the Room Tax Commission and the CVB, as amended, supplemented, revised or restated from time to time.

"Tourism Zone" means the Zone encompassing the Municipalities, the County and any neighboring municipalities.

"Trustee" means such institution acceptable to the County to serve as trustee under the Indentures, currently Associated Trust Company, National Association.

"Zone" shall have the meaning ascribed to such term in the Room Tax Act.

ARTICLE II

RECITALS OF PUBLIC PURPOSE

Section 2.01 Improvement Areas Objectives.

The Improvement Areas lie wholly within the Redevelopment Areas, so that development and redevelopment occurring within the Improvement Areas has been and will be in furtherance of the public purpose objectives as set forth in the Redevelopment Plans and the Redevelopment Act. Therefore, the Municipalities, the County, the Room Tax Commission and the Authorities have identified the development and redevelopment of the Improvement Areas and the promotion and development of conventions and other forms of tourism within the improvement areas as matters of group interest.

Section 2.02 Importance of Municipal Development Property.

The Municipal Developments have comprised and will comprise the construction, installation and improvement of real property and real property improvements within the Improvement Areas which improvements and interrelated facilities constitute tourism and convention facilities within the meaning of the Room Tax Act and serve the purposes and objectives set forth in Exhibit A. The Municipalities, the County, the Room Tax Commission and the Authorities hereby find and determine that the control, disposition and use of the Municipal Development Property will be crucial to the achievement of a sound and coordinated development and redevelopment of the Improvement Areas and for the promotion and development of conventions and other forms of tourism activities therein.

The Municipalities, the County, the Room Tax Commission and the Authorities (a) acknowledge that construction of the Resch Center and the KI Convention Center has been completed and (b) intend to take all steps and perform all acts hereunder necessary to undertake and complete the development of the Expo Center consistent with the terms and conditions of this Agreement.

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Section 2.03 Importance of Room Tax Revenues.

The Room Tax Revenues, as pledged and utilized pursuant to this Agreement, will assist in the financing of convention and other forms of tourism promotion and development in the Redevelopment Areas.

Section 2.04 Governing Body Authorizations.

Acting pursuant to Section 66.0301, Wis. State., Section 13 of the Redevelopment Act and the Room Tax Act, the execution, delivery and performance of this Agreement by the Municipalities, the County, the Room Tax Commission and the Authorities have been authorized by the respective Governing Body Authorizations.

Section 2.05 Nature of Financing Transaction.

Each issue of Bonds has and will function as a conduit financing for the benefit of the County, which, pursuant to the Leases, will be responsible for payment of all debt service for the Bonds and will have a possessory interest in the leased property. Each Lease will embody the County's obligation to make payments equal to debt service payments on the corresponding issue of Bonds. The reason for using each Lease is to establish a payment obligation that does not constitute debt for the purposes of constitutional and statutory limitations under Wisconsin law.

Under the Ashwaubenon Lease, after payment of all debt service the Ashwaubenon CDA shall, unless the Ashwaubenon CDA and the County otherwise agree, convey the Ashwaubenon Municipal Development Property to the County by quitclaim deed for nominal or no additional consideration.

ARTICLE III

UNDERTAKINGS OF THE MUNICIPALITIES

Section 3.01 Municipalities to Plan to Promote Private Development.

The Municipalities agree to develop plans for the use of the Municipal Development Property in a manner that will promote and assist the future private development of the Redevelopment Areas and that will promote conventions and other forms of tourism and development.

Section 3.02 Ashwaubenon and Green Bay to Provide Administrative Support to Authorities.

Ashwaubenon and Green Bay agree to provide the Ashwaubenon CDA and Green Bay RDA, respectively, administrative support to enable the Authorities to carry out the Redevelopment Plans. Administrative support may include services such as the provision of office space and the provision of financial, accounting, legal and engineering consultation.

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Section 3.03 Municipalities to Levy Room Taxes At Prescribed Room Tax Rate.

Notwithstanding prior resolutions, ordinances or municipal acts to the contrary, the Municipalities have enacted resolutions, ordinances and all other municipal acts necessary to effect, as of the Effective Date, the levy, enforcement and collection of Room Taxes at a Room Tax Rate of 10%, subject to any restrictions related thereto in the Room Tax Act or such higher rate as may be permitted in the Room Tax Act and as may be necessary to fulfill the Municipalities' obligations under Section 3.04 of this Agreement.

Section 3.04 Municipalities to Continue Pledge of Net Room Taxes.

The Municipalities continue to pledge all Net Room Taxes to the Room Tax Commission and to consent to the use of Net Room Taxes for the purposes set forth in the 2017 Pledge and Security Agreement, subject to any restrictions related thereto in the Room Tax Act. Concurrently with the execution and delivery of this Agreement, the Municipalities shall enter into the 2017 Pledge and Security Agreement.

The Municipalities agree that in the event of a Room Tax Deficiency, upon sixty (60) days written notice from the County, the Municipalities shall approve such resolutions, ordinances or other municipal acts necessary to increase the Room Tax Rate, if then permitted under the Room Tax Act, to a percentage sufficient to yield Net Room Taxes sufficient to make payments of debt service on the Bonds.

The Municipalities obligations in this Section 3.04 are collective in that all Municipalities are obligated to increase their respective Room Tax Rates to an equivalent percentage and such increases in Room Tax Rates shall be effective on the first day of the first month following the final Municipality approving the increase to its Room Tax Rate. The obligation of the Municipalities to increase the Room Tax Rate hereunder shall be subject to any restrictions related thereto in the Room Tax Act.

Each Municipality also agrees not to increase its Room Tax Rate and use or pledge such increased Room Tax Revenues to any project for any purpose or in any manner that constitutes an irrevocable pledge, or a prohibition, or in any manner prohibits or restricts a Municipality from applying Room Tax Revenues in excess of its Net Room Taxes to a Room Tax Deficiency.

Section 3.05 Municipalities to Participate in the Room Tax Commission.

The Municipalities agree, in accordance with the Room Tax Act, to continue their participation in the Room Tax Commission at levels at least comparable to that in effect on the date of this Agreement. The Municipalities agree to increase such participation to the extent necessary to consummate the transactions contemplated by this Agreement.

Section 3.06 Green Bay to Manage Portion of Municipal Development.

Green Bay agrees to continue to operate and manage the Green Bay Development. In furtherance thereof, Green Bay agrees to enact resolutions and all other municipal acts necessary to obligate itself, as of the Effective Date, to such operation and management. In order to effectuate such operation and management, Green Bay may enter into management or lease

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agreement(s) with the Green Bay RDA, with a third party or both for the operation and management of the Green Bay Development.

Section 3.07 Approval of Expo Center Project by the Municipalities..

The Municipalities approve the use of Room Tax Revenues to pay for the Municipal Development Costs relating to the design and construction of the Expo Center including, without limitation, the payment of debt service on the Ashwaubenon CDA Bonds (Brown County Expo Center Project).

ARTICLE IV

UNDERTAKINGS OF THE COUNTY

Section 4.01 Contribution of Ashwaubenon Development Property to Ashwaubenon CDA.

Acting pursuant to Section 13 of the Redevelopment Act, to provide general support and assistance to the Authorities in carrying out the Redevelopment Plans and to carry out redevelopment as provided in the Redevelopment Act and the Redevelopment Plans, the County agrees, to the extent not previously done, to contribute to the Ashwaubenon CDA, for the uses and purposes set forth in Section 6.04, all of the County's right, title and interest in and to the Ashwaubenon Development Property. The County shall execute and deliver to the Ashwaubenon CDA such deed, bill of sale and other instrument as the Ashwaubenon CDA may reasonably request to evidence and perfect such contribution from the County.

Section 4.02 County to Plan to Promote Private Development.

The County agrees in cooperation with the Room Tax Commission to operate and use or cause to be operated and used the Municipal Development Property in a manner that will promote and assist the future private development of the Improvement Areas and in a manner intended to promote and develop tourism within the County.

Section 4.03 County to Lease Municipal Development Property from the Authorities.

The County agrees to lease from the Authorities the property contributed to the Authorities pursuant to Section 6.01 and 6.02 as improved with the Municipal Development. Each Lease shall contain or incorporate restrictions on the use of the Municipal Development Property as described in Section 6.04. Each Lease shall be a "triple net lease", as defined in the Lease, and provide for base rents and additional rents sufficient to pay when due the principal of and interest on the Ashwaubenon CDA Bonds and the Green Bay RDA Bonds, respectively. The obligation of the County to pay rents or other amounts due under the Leases shall be conditioned upon the County's "quiet enjoyment" of the leasehold property. The County anticipates that the Net Room Tax Revenues will be sufficient to make all payments required to be made by the County pursuant to the Leases. In the event that such Net Room Tax Revenues are insufficient to make such payments, the County agrees to take whatever action is necessary to fund such payments then due and payable under the Leases.

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In the event of a Room Tax Deficiency, the County may, but shall not be required to, upon sixty (60) days written notice to the Municipalities require such Municipalities to, pursuant to Section 3.04 of this Agreement, increase its Room Tax Rate in a percentage needed to generate sufficient revenue to pay future lease payments under the Leases.

Further, to the extent that the County is required to make payments from revenues other than Room Tax Revenues, such payments shall be considered a loan or advance to the Room Tax Commission to be reimbursed from future Surplus Net Room Tax Revenues together with interest actually paid by the County with respect to indebtedness incurred by the County to finance such payment; such reimbursement to occur as soon as reasonably practicable and to the extent that the Room Tax Commission has received Room Tax Revenues in excess of that amount required for payment of principal, interest and premium, if any, on the Bonds.

The County has leased the Green Bay Development to Green Bay for purposes of Section 3.06 herein.

Section 4.04 County to Manage Portion of Municipal Development.

The County agrees to operate and manage the Ashwaubenon Development. In furtherance thereof, the County agrees to enact resolutions and all other municipal acts necessary to obligate itself, as of the Effective Date, to such operation and management. In order to effectuate such operation and management, the County may enter into management agreements or leases with a third party for the operation and management of all or any portion of the Ashwaubenon Development. The Expo Center is intended to attract larger public and private trade shows and exposition events which the existing, smaller facilities located in and near to Brown County are not designed to handle. It is not the intent of the parties to concurrently compete against one another for the same customer for the same event or entice an existing customer to relocate to the other party's facility unless the customer's needs require relocation.

Section 4.05 County's Budget.

The County shall include base rents and additional rents due under the Leases in any fiscal year within the County's annual budget. In the event that provision for the payment of the base rents or the additional rents due under the Leases in any fiscal year of the County is not included in the County's budget for such year, the County shall notify the Authorities of such fact within 30 days following the adoption of such budget and, when determined, identify the alternative funding source anticipated to pay the base rents and the additional rents due under the Leases during such year.

ARTICLE V

UNDERTAKINGS OF THE ROOM TAX COMMISSION

Section 5.01 Room Tax Commission to Continue Pledge of Net Room Taxes.

The Room Tax Commission continues to pledge all Net Room Taxes to the County for the purpose of, among other things, making payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on the Bonds, subject to any

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restrictions related thereto in the Room Tax Act. Concurrently with the execution and delivery of this Agreement, the Room Tax Commission shall enter into the 2017 Pledge and Security Agreement.

Section 5.02 Room Tax Commission to Continue Pledge of Room Tax Revenues.

The Room Tax Commission continues to pledge all Room Tax Revenues collected or held by the Room Tax Commission to (i) the making of payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on the Bonds, such other payments or deposits related to the Bonds, or Municipal Development Costs (ii) the funding of any capital reserve fund associated with the Municipal Development, (iii) the funding of other projects that may from time to time be approved by the Municipalities and the County, and (iv) the funding of any other tourism activities and promotion that may from time to time be approved by the Municipalities, and the County, in all cases, subject to any restrictions related thereto in the Room Tax Act and to the provisions of the 2017 Pledge and Security Agreement.

Section 5.03 Room Tax Commission to Apply Surplus Net Room Tax Revenues.

If the Room Tax Commission holds and retains Surplus Net Room Tax Revenues, then such Surplus Net Room Tax Revenues shall, at the election of the County, be made available to the Authorities (i) for payment of debt service on the Bonds, (ii) for Municipal Development Costs, (iii) to reduce the size of the Bond issues, (iv) for early redemption of Bonds; or be made available for such other tourism activities and promotion as approved by the County. The use of such Surplus Net Room Tax Revenues shall be subject to the 2017 Pledge and Security Agreement.

Section 5.04 Additional Municipalities.

In the event that any Non-Party Municipality levies room taxes within its jurisdiction pursuant to the Room Tax Act ("Non-Party Municipality Room Taxes"), the Room Tax Commission shall use its best efforts to encourage and accept such Non-Party Municipality as an additional member of the Room Tax Commission. Each such additional Non-Party Municipality member of the Room Tax Commission shall, upon its consent, become a party to this Agreement (and, as such, become an Additional Municipality hereunder) and be bound to the terms, conditions and obligations of the Municipalities hereunder. Acceptance of such Additional Municipality as an additional member of the Room Tax Commission shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

The Room Tax Rate applicable to any Additional Municipality shall equal the percentage then in effect for the Municipalities pursuant to Section 3.03, such percentage taking account of any Non-Party Municipality Room Taxes.

ARTICLE VI

UNDERTAKINGS OF AUTHORITIES

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Section 6.01 Acceptance of Ashwaubenon Municipal Development Property.

The Ashwaubenon CDA agrees to accept any contribution of additional Ashwaubenon Municipal Development Property from the County as set forth in Section 4.01.

Section 6.02 Municipal Development.

The Ashwaubenon CDA agrees to proceed with the Expo Center portion of the Ashwaubenon Development with all reasonable dispatch (subject to the fulfillment of existing contractual obligations for the Brown County Veterans Memorial Arena) and to use its best efforts to complete that Municipal Development as soon as reasonably practicable in the circumstances. It is the expressed intent of the parties hereto that such project be undertaken and completed consistent with this Agreement. The obligations the Ashwaubenon CDA with respect to the Expo Center project are limited by the extent of the funding made available pursuant to Article VII, meaning thereby that the Ashwaubenon CDA is not required by this Section 6.02 to incur Municipal Development Costs for such project in excess of the spendable proceeds from the sale of the Ashwaubenon CDA Bonds (Brown County Expo Center Project) and funds provided by the County or any third party for such project.

Section 6.03 Redevelopment.

The Authorities shall continue to assist the County in developing plans for the use of the Municipal Development Property in a manner which will promote and assist the future private development of the Improvement Areas as a means of eliminating blight and continuing redevelopment and urban renewal in the Redevelopment Areas and to promote and develop conventions and other tourism activities.

Section 6.04 Provision of Funding.

The Authorities agree to provide funding for the Municipal Development Costs as provided in Article VII.

Section 6.05 Lease of Municipal Development Property.

The Authorities agree to lease to the County the property contributed to and purchased by the Authorities as improved with the Municipal Development in accordance with the terms and conditions of the Leases. The Authorities shall waive any rights they may have to reenter or retake possession of the premises or accelerate the payment of rents or other amounts due under the Leases in the event of a default by the County under the Leases.

Section 6.06 Mortgage and Assignment of Lease of the Municipal Development Property.

The Authorities may grant to the Trustee, as security for the payment of the Bonds, a Mortgage and Assignment of Lease of the Municipal Development Property. Any Mortgage will be subordinate to the Leases, and will not give the Trustee any right to evict the County or retake possession of the Municipal Development Property, or to accelerate the payment of rents under the Leases.

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ARTICLE VII

FUNDING

Section 7.01 Sale of Ashwaubenon CDA Bonds (Brown County Expo Center Project); Refunding Bonds.

(a) The Ashwaubenon CDA shall issue and sell the Ashwaubenon CDA Bonds (Brown County Expo Center Project) upon such terms and at such time which are acceptable to the County. The County's acceptance of such terms shall be conclusively evidenced by its execution of the Ashwaubenon Lease (Expo Center). The Ashwaubenon CDA Bonds (Brown County Expo Center Project) shall be payable by the Ashwaubenon CDA solely from revenues derived by the Ashwaubenon CDA from the Ashwaubenon Lease (Expo Center), the Pledge and Security Agreement, the Net Room Taxes pledged to the Trustee, cash and securities held from time to time in certain trust funds held by the Trustee under the Ashwaubenon Indenture (Brown County Expo Center Project) and the investment earnings thereon.

(b) The Authorities shall issue and sell each series of refunding bonds upon terms acceptable to the County. The County's acceptance, in each such case, shall be conclusively evidenced by its execution of a supplement to the applicable Lease. Each series of refunding bonds shall be payable by the applicable Authority solely from revenues derived by such Authority from the applicable Lease, the Pledge and Security Agreement, the Net Room Taxes pledged to the Trustee, cash and securities held from time to time in certain trust funds held by the Trustee under the applicable Indenture, and the investment earnings thereon. Unless otherwise provided in an amendment to this Agreement, (i) no Bonds may be issued by an Authority after the date of this Agreement to finance Municipal Development Costs incurred in connection with an expansion of, or capital improvements to, the Ashwaubenon Development or the Green Bay Development other than the Ashwaubenon CDA Bonds referred to in subsection (a) above, and (ii) no refunding bonds for the Ashwaubenon CDA Bonds (Resch Center Project), the Green Bay RDA Bonds, the KI Expansion Bonds or the Ashwaubenon CDA Bonds (Expo Center Project) may be issued which [y] reduce the Room Tax Revenues available for debt service payments on any of such Bonds which will remain outstanding, or [z] materially reduce the aggregate anticipated payments to the Municipalities under Section 4.06(b)(2)[e] of the 2017 Pledge and Security Agreement. Each Authority agrees to notify the other Authority and the Municipalities of any proposed issuance of such refunding bonds and to provide pre-issuance debt service schedules from time to time, and a final debt service schedule upon issuance of such refunding bonds, to the other Authority and the Municipalities.

Section 7.02 Security for Bonds.

The Authorities may (i) pledge the Leases and (ii) grant Mortgages to secure the Bonds.

Section 7.03 Authorities to Act Upon Directions of County in Certain Matters.

So long as the County is not in default under the Leases, the Authorities will take discretionary actions with respect to the Bonds only with the prior written consent of the County

and will act in accordance with any written directions of the County regarding prepayment of the Bonds or a change in the rate or method of calculating interest to become due thereon.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Assignment of Rights Under this Agreement.

No party may assign its rights under this Agreement without the written consent of the other parties.

Section 8.02 Nondiscrimination.

Each party agrees that neither the Municipal Development nor any portion thereof shall be undertaken or operated in a manner to permit discrimination or restriction on the basis of race, color, ancestry, religion, national origin, political affiliation (except to members of political groups or parties who advocate the overthrow of the United States government) sex, age, disability, marital status, arrest or conviction record, sexual orientation, disabled veteran or a covered veteran status and that the Municipal Development shall be undertaken or operated in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

Section 8.03 Approximations.

It is understood and agreed by the parties that any dimensions, areas and volumes set forth herein or in the Exhibits hereto are preliminary and tentative. Before the legal descriptions of the various applicable parcels are finalized, the parties reserve the right to make minor changes in such dimensions, areas and volumes to best accommodate and facilitate the purposes of this Agreement.

Section 8.04 No Personal Liability.

Under no circumstances shall any officer, official, director, member or employee of the Municipalities, the County, the Room Tax Commission or the Authorities have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 8.05 Parties and Interests.

This Agreement is made solely for the benefit of the parties hereto, the Trustee and owners of the Bonds and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

Section 8.06 Notices.

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class

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mail, postage prepaid, with proper address as indicated beneath the respective signatures to this Agreement. Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

Section 8.07 Amendment.

No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by all parties hereto. No amendment, alteration or amendment to this Agreement, which in any manner affects the payment of principal, interest or premium, if any, on the Bonds or the interests of the owners of the Bonds shall be approved without the written consent of the Trustee.

Section 8.08 Termination of Agreement.

This Agreement and the terms and obligations hereunder shall terminate upon payment in full of the Bonds issued pursuant hereto and reimbursement to the County for any payments made and amounts due to the County pursuant to Section 4.03 above.

Section 8.09 Governing Law.

The laws of the State of Wisconsin shall govern this Agreement.

Section 8.10 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 8.11 Counterparts.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 8.12 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 8.13 Auditing and Collection Agreement.

The Municipalities, the County and the Room Tax Commission agree that promptly following the execution and delivery of this Agreement such parties, together with the CVB, shall conduct good faith negotiations to develop a mutually acceptable agreement (the "Auditing and Collection Agreement") to implement a cost effective process for the identification of

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facilities providing lodging which are not paying Room Taxes and for the collection of unpaid Room Taxes. Notwithstanding any other provision of this Agreement or the 2017 Pledge and Security Agreement, during any period that an Auditing and Collection Agreement is in effect, the Municipalities party thereto shall not be responsible for the collection of Room Taxes to the extent the collection thereof is delegated to another party in such Auditing and Collection Agreement.

Section 8.14 Effect of Amendment and Restatement; Effective Date.

On and after the Effective Date, this Agreement shall supercede the 1999 Cooperation Agreement, as amended, which will remain in effect only with respect to any matter governed thereby which occurred before the Effective Date. "Effective Date" means the date on which all parties to this Agreement have duly executed and delivered this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

By:_____

Its:_____

APPROVED:

By:_____

Its: Finance Officer

CITY OF GREEN BAY, WISCONSIN

By:_____

Its: Mayor

Countersigned:_____

Its: Clerk

Address for Notices:
City of Green Bay, Wisconsin
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

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APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

CITY OF DE PERE, WISCONSIN

By:_____

_____

Its: Mayor

Countersigned:_____

_____

Its: Clerk

Address for Notices:
City of De Pere, Wisconsin
335 South Broadway
De Pere, WI 54115

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APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

VILLAGE OF ALLOUEZ, WISCONSIN

By:_____

_____

Its: President

Countersigned:_____

_____

Its: Administrator & Clerk-Treasurer

Address for Notices:
Village of Allouez, Wisconsin
1649 south Webster Avenue
Green Bay, WI 54301-2499

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APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

VILLAGE OF ASHWAUBENON, WISCONSIN

By:_____

_____

Its: Village President

Countersigned:_____

_____

Its: Village Clerk

Address for Notices:
2155 Holmgren Way
Green Bay, WI 54304-4605

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APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Accountant/Treasurer

VILLAGE OF HOWARD, WISCONSIN

By:_____

_____

Its: Village President

Countersigned:_____

_____

Its: Clerk/Administrator

Address for Notices:
Village of Howard, Wisconsin
2456 Glendale Avenue
P.O. Box 12207
Green Bay, WI 54307-2207

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APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Accountant/Treasurer

VILLAGE OF SUAMICO, WISCONSIN

By:_____

_____

Its: Village President

Countersigned:_____

_____

Its: Clerk/Administrator

Address for Notices:
Village of Bellevue, Wisconsin
2828 Allouez Avenue
Bellevue, WI 54311

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APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Accountant/Treasurer

VILLAGE OF BELLEVUE, WISCONSIN

By:_____

_____

Its: Village President

Countersigned:_____

_____

Its: Clerk/Administrator

Address for Notices:
Village of Howard, Wisconsin
2456 Glendale Avenue
P.O. Box 12207
Green Bay, WI 54307-2207

Attachment: Room Tax 07-13-2017 - dph - EX 1 Amended and Restated Cooperation Agreement (6048 : Resolution #17-61, Authorizing

APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

BROWN COUNTY, WISCONSIN

By:_____

_____

Its: County Executive

Countersigned:_____

_____

Its: Clerk

Address for Notices:
Brown County, Wisconsin
350 East Walnut Street
PO Box 23600
Green Bay, Wisconsin 54305-3600

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APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

GREEN BAY AREA ROOM TAX COMMISSION

By:_____

_____

Its: Chairman

Countersigned:_____

_____

Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

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APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN

By:_____

_____

Its: Chairman

Countersigned:_____

_____

Its: Secretary

Address for Notices:
Redevelopment Authority of the City of Green Bay
Room 608, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

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APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance officer

COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN

By:_____

_____

Its: Chairperson

Countersigned:_____

_____

Its: Secretary

Address for Notices:
Community Development Authority
Village of Ashwaubenon
2155 Holmgren Way
Green Bay, WI 54304-4605

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EXHIBIT A

DESCRIPTION OF MUNICIPAL DEVELOPMENT

"Municipal Development" means collectively, any and all real property improvements to be constructed or installed by the Authorities in cooperation with the parties to this Cooperation Agreement and in accordance with the Redevelopment Plans. The Municipal Development is intended to redevelop certain property within the Redevelopment Districts of the City of Green Bay and Village of Ashwaubenon through the construction of facilities intended to promote and develop tourism activities within Brown County. The Municipal Development facilities are intended to serve and provide the full range of space, facilities and opportunities necessary to serve all segments of the tourism industry including, but not limited to, conventions, conferences, exhibits, trade shows, consumer shows, concerts, sporting events and exhibitions. It is found by the parties to this Cooperation Agreement that the expansion, development and promotion of such tourism activities will generate new spending within Brown County, expand Room Tax Revenues, expand the tax base through the development of new industry intended to serve the tourism activities, provide new jobs within such private industry, and stimulate additional redevelopment within the Redevelopment Districts. The Municipal Development includes, without limitation, the following:

(i) "Ashwaubenon Municipal Development" means

(a) Resch Center. A 225,955 square foot multi-purpose facility with a floor area of approximately 38,000 square feet and with seating up to approximately 9,500 seats. The facility includes the necessary support and service facilities. The Resch Center is be attached to the existing Brown County Veterans Memorial Hall. The floor areas of the two facilities may be combined and used for single, flat floor events. The Resch Center in conjunction with the Brown County Veterans Memorial Hall provides space for conventions, trade shows, consumer shows, exhibitions, concerts and sporting events.

(b) Expo Center. As defined in Article I of this Agreement.

(ii) "Green Bay Municipal Development" means the KI Convention Center, an approximately 121,000 square foot convention center with a 35,003 square foot exhibition hall and a conference facility with 80,000 square feet of meeting rooms to provide space for conventions, conferences and exhibitions in an area served by adjacent and proximate hotel developments. The KI Convention Center includes break out meeting rooms, classrooms, banquet facilities and other support services necessary to serve the facility. Although the KI Expansion Project funded with the proceeds of the KI Expansion Bonds is not part of the "Green Bay Municipal Development" for purposes of this Agreement, the KI Convention Center, as expanded by the KI Expansion Project, is operated as a unified, integrated facility and all references to the Green Bay Municipal Development or the KI Convention Center in this Agreement or the 2017 Pledge and Security Agreement shall be interpreted to mean the unified, integrated facility unless the context of the particular reference is clearly intended to mean only the portion of the KI Convention Center leased by the Green Bay RDA to the County.

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The "Municipal Development Costs" include all allowable 'project costs" relating to the Municipal Development, including, without limitation: capital costs of the County, Municipalities and Authorities; financing costs to the Authorities; real property assembly costs; professional service costs; imputed administrative costs; relocation costs; demolition costs; contributions to the Authorities made under Section 13 of the Redevelopment Act in connection with the implementation of the Municipal Development; and payments made in the discretion of the County's and Municipalities Governing Bodies and the Room Tax Commission.

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EXHIBIT B

The "Municipal Development Property" includes all real property improvements financed with the proceeds of the Bonds, as set forth in the Redevelopment Plans, in the following area:

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1708761

ASHWAUBENON DEVELOPMENT

CERTIFIED SURVEY MAP

PART OF LOT 9, MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH 1/2 OF PRIVATE CLAIM 13, AND PART OF PRIVATE CLAIM 14, WEST SIDE OF FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, DENNIS J. CHRISTIE, WISCONSIN REGISTERED LAND SURVEYOR S-1452, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED PART OF LOT 9 OF MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH ONE-HALF OF PRIVATE CLAIM 13, AND ALSO PART OF PRIVATE CLAIM 14, WEST SIDE OF THE FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF "SHADY ACRES SUBDIVISION", ALSO BEING THE BROWN COUNTY SURVEYOR'S LD. POINT #Z-14.2; THENCE S25°53'28"W, 120.15 FEET TO THE SOUTH LINE OF LOMBARDI AVENUE, THENCE; N64°06'32"W, ALONG SAID SOUTH LINE, 1034.78 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE N64°06'32"W, 425.00 FEET; THENCE S25°53'13"W, 741.59 FEET TO THE NORTH LINE OF PACKER DRIVE; THENCE S63°59'02"E, ALONG SAID NORTH LINE, 425.00 FEET; THENCE N25°53'13"E, 742.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 315,371 SQUARE FEET/7.240 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND, AND THAT I HAVE FULLY COMPLIED WITH SECTION 265.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF ASHWAUBENON AND BROWN COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DENNIS J. CHRISTIE, RLS-1452 — DATED 7/7/99

OWNERS CERTIFICATE:

BROWN COUNTY, AS OWNERS, HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

NANCY J. NUSBAUM, BROWN COUNTY EXECUTIVE — DATED 7/21/99

DARLENE K. MARCELLE, BROWN COUNTY CLERK — DATED 7-20-99

VILLAGE OF ASHWAUBENON APPROVAL:

APPROVED FOR THE VILLAGE OF ASHWAUBENON THIS 6th DAY OF JULY, 1999.

CHARLOTTE NELSON
VILLAGE CLERK

BROWN COUNTY PLANNING COMMISSION APPROVAL:

APPROVED BY THE BROWN COUNTY PLANNING COMMISSION THIS 19th DAY OF JULY, 1999.

MARTIN OLEJNICZAK, SENIOR PLANNER

BROWN COUNTY PLANNING COMMISSION SEAL

REGISTER'S OFFICE
Brown Co. Wis.
Received for record the 26th day of July A.D. 1999 at 2:00 o'clock P M. and recorded in Vol. 39 of Certified Survey Maps on Page 183
Register of Deeds
12.00

GRAEF ANHALT SCHLOEMER and Associates Inc.

ENGINEERS & SCIENTISTS
1150 SPRINGHURST DRIVE, SUITE 201
GREEN BAY, WISCONSIN 54304
PHONE: (920) 592-9440
FAX: (920) 592-9445
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DRAWN BY:	J.ZLATOHLAVEK
FILE.	992023
DATE:	07-07-99
SHEET NO.	2 OF 2

VOL 39 PAGE 184

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GREEN BAY DEVELOPMENT

Parcel I: Lots 118, 119, 120, 121 and 122, Navarino, according to the recorded Plat thereof, together with the Westerly 1/2 of the vacated alley lying Easterly of and adjacent to Lots 118 thru 122, Navarino, as described in Document Number 1690263, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 12-163
Street Address: North Adams Street

Parcel II: Lot 1 of Volume 13 Certified Survey Maps, page 79, said map being part of Lots 103 to 107 and all of Lots 336 to 346, Plat of Navarino, according to the recorded Plat thereof, and parts of Jefferson Street, City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel III: A non-exclusive easement for the benefit of Parcels I and II hereof as created in an easement Instrument executed by The Redevelopment Authority of the City of Green Bay as Grantor and Green Bay Granada Partners and the Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711689 covering the following:

That part of Lot 1, of the Certified Survey Map recorded in Volume 13 Page 79, (being part of Lots 103, 104, 340 and 341 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Beginning at the Northwest corner of said Lot 1.; thence South 24° 58' 03" West 13.85 feet along the West line of said Lot 1; thence South 65° 00' 00" East 21.05 feet; thence North 25° 00' 00" East 13.84 feet to a point on the North line of said Lot 1; thence South 64° 59' 57" East, 38.78 feet along said North line of said Lot 1; thence South 25° 00' 00" West 19.02 feet; thence North 65° 00' 00" West 15.01 feet; thence South 25° 00' 00" West 20.26 feet; thence North 65° 00' 00' West 2.71 feet; thence South 25° 00' 00" West 40.95 feet thence North 65° 00' 00" West 19.06 feet; thence South 25° 00' 00" West 45.76 feet; thence South 65° 00' 00" East 183.71 feet; thence South 25° 00' 00" West 11.46 feet; thence North 65° 00' 00" West 18.00 feet to a point between Lots 1 and 2 said Certified Survey Map; thence North 24° 58' Or East 4.64 feet along said line between Lots 1 and 2; thence North 65° 01' 13" West 179.00 feet along the South line of said Lot 1; thence North 25° 00' 00" East 33.42 feet thence North 65° 00' 00" West 11.11 feet; thence North 25° 00' 00" East 79.49 feet; thence North 65° 00' 00" West 8.62 feet to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 19.76 feet along said centerline to a point on the South line of Elm Street; thence South 64° 57' 57" East 10.00 feet along last said South line to the point of beginning.

(continued)

Attachment: Room Tax 07-13-2017 - dph - EX 1 Amended and Restated Cooperation Agreement (6048 : Resolution #17-61, Authorizing

Parcel IV; A non-exclusive easement for the benefit of Parcels I and II hereof as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay and Green Bay Granada Partners as Grantors and The Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711690, covering the following:

That part of Lot 2, of the Certified Survey Map recorded in Volume 13, Page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin, described as: Commencing at the Southwest corner of Lot 2; thence North 24° 58' 03" East 31.96 feet along the West line of said Lot 2; to the POINT OF BEGINNING; thence North 65° 00' 00" West 10.00 to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 35.96 feet along said centerline of the vacated alley; thence South 65° 00' 00" East 6.33 feet; thence North 25° 00' 00" East 60.71 feet; thence South 85° 00' 00" East 6.98 feet; thence South 25° 00', 00" West 20.45 feet; thence South 65° 00' 00" East 38.87 feet; thence South 25° 00' 00" West 40.20 feet; thence South 85° 00' 00" East 4.48 feet; thence South 25° 00' 00" West 5.31 feet; thence South 85° 00' 00" East 8.90 feet; thence Southeasterly along the arc of a 47.69 foot radius curve to the left 28.17 feet said curve having a chord which bears South 83° 38' 24" East 27.76 feet; thence Southeasterly along the arc of a 50.77 foot radius curve to the right 28.69 feet said curve having a chord which bears South 85° 05' 42" East 28.31 feet; thence South 65° 00' 00" East 2.33 feet; thence North 25° 00' 00" East 18.10 feet; thence South 85° 00' 00" East 21.02 feet; thence Southeasterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears South 43° 27' 27" East 7.11 feet; thence Southeasterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears South 76° 22' 46" East 32.04 feet; thence Northeasterly along the arc of a 11.46 foot radius curve to the left 24.42 feet, said curve having a chord which bears North 88° 02' 04" East 20.05; thence North 25° 00' 00" East 41.27 feet to a point on the North line of said Lot 2; thence South 65° 01' 13" East 13.10 feet along said North line of Lot 2; thence South 25° 00' 00" West, 106.60 feet; thence North 85° 00' 00" West 13;10 feet; thence North 25° 00' 00° East 8.42 feet; thence Northwesterly along the arc of a 11.46 foot radius curve to the left 24.42 feet said curve having a chord which bears North 36° 02' 04" West 20.06 feet; thence Northwesterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears North 53° 37' 14" West 32.04 feet; thence Northwesterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears North 87° 32' 33" West 7.11 feet; thence North 65° 00' 00" West 24.92 feet; thence Southwesterly along the arc of a 36.87 foot radius curve to the left 26.85 feet, said curve having a chord which bears South 84° 38' 51" West 26.26 feet; thence South 25° 00' 00" West 6.56 feet; thence North 65° 00' 00" West 12.97 feet; thence South 25° 00' 00" West 26.74 feet; thence North 65° 00' 00" West 14.95 feet; thence South 25° 00' 00" West 7.39 feet thence North 850 00' 00° West 50.99 feet; thence North 25° 00' 00" East 18.82 feet; thence North 65° 00' 00" West 3.28 feet to the point of beginning.

(continued)

Attachment: Room Tax 07-13-2017 - dph - EX 1 Amended and Restated Cooperation Agreement (6048 : Resolution #17-61, Authorizing

Parcel V: A non-exclusive easement for the benefit of Parcels I and II as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay and Green Bay Granada Partners as Grantor and The Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711691, covering the following:

That part of Lot 2, of the Certified Survey Map recorded In Volume 13 page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Commencing at the Southwest corner of Lot 2; thence North 24° 58' 03" East 31.96 feet along the West line of said Lot 2; thence South 65° 00' 00" East 3.28 feet to the POINT OF BEGINNING; thence continuing South 65° 00' 00" East 7.89 feet; thence South 25° 00' 00" West 1.99 feet; thence South 65° 00' 00" East 1.91 feet; thence South 25° 00' 00" West 1.66 feet; thence South 65° 00' 00" East 22.59 feet; thence North 25° 00' 00" East 2.99 feet; thence South 65° 00' 00" East 3.78 feet; thence South 25° 00' 00" West 2.99 feet; thence South 65° 00' 00" East 3.32 feet; thence North 25° 00' 00" East 5.00 feet; thence South 85° 00' 00" East 8.30 feet thence South 25° 00' 00" West 5.00 feet; thence South 65° 00' 00" East 320 feet; thence South 25° 00' 00" West 14.95 feet; thence North 65° 00' 00" West 50.99 feet; thence South 25° 00' 00" East 18.80 feet to the point of beginning.

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EXHIBIT C

IMPROVEMENT AREAS

The "Ashwaubenon Improvement Area" comprises substantially all real property depicted as such on the attached diagram labeled "Ashwaubenon Improvement Area."

The "Green Bay Improvement Area" comprises substantially all real property depicted as such on the attached diagram labeled "Green Bay Improvement Area."

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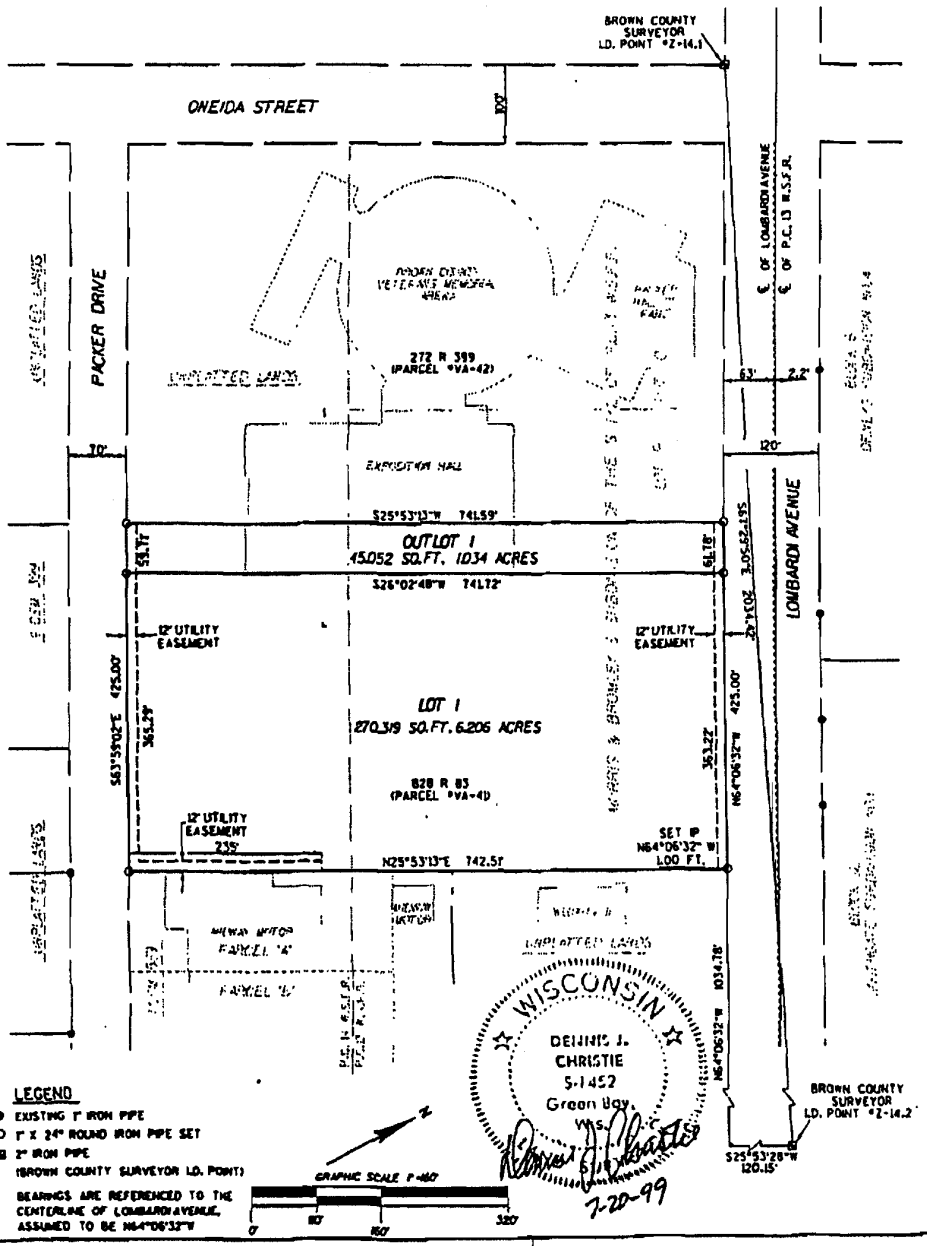
ASHWAUBENON IMPROVEMENT AREA

1708761

MAP # 5961

CERTIFIED SURVEY MAP

PART OF LOT 9, MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH 1/2 OF PRIVATE CLAIM 13, AND PART OF PRIVATE CLAIM 14, WEST SIDE OF FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN.



GRAEF ANHALT SCHLOEMER and Associates Inc.

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DRAWN BY:	J.ZLATOHLAVEK
FILE.	992023
DATE:	07-07-99
SHEET NO.	1 OF 2

99 MAP 187

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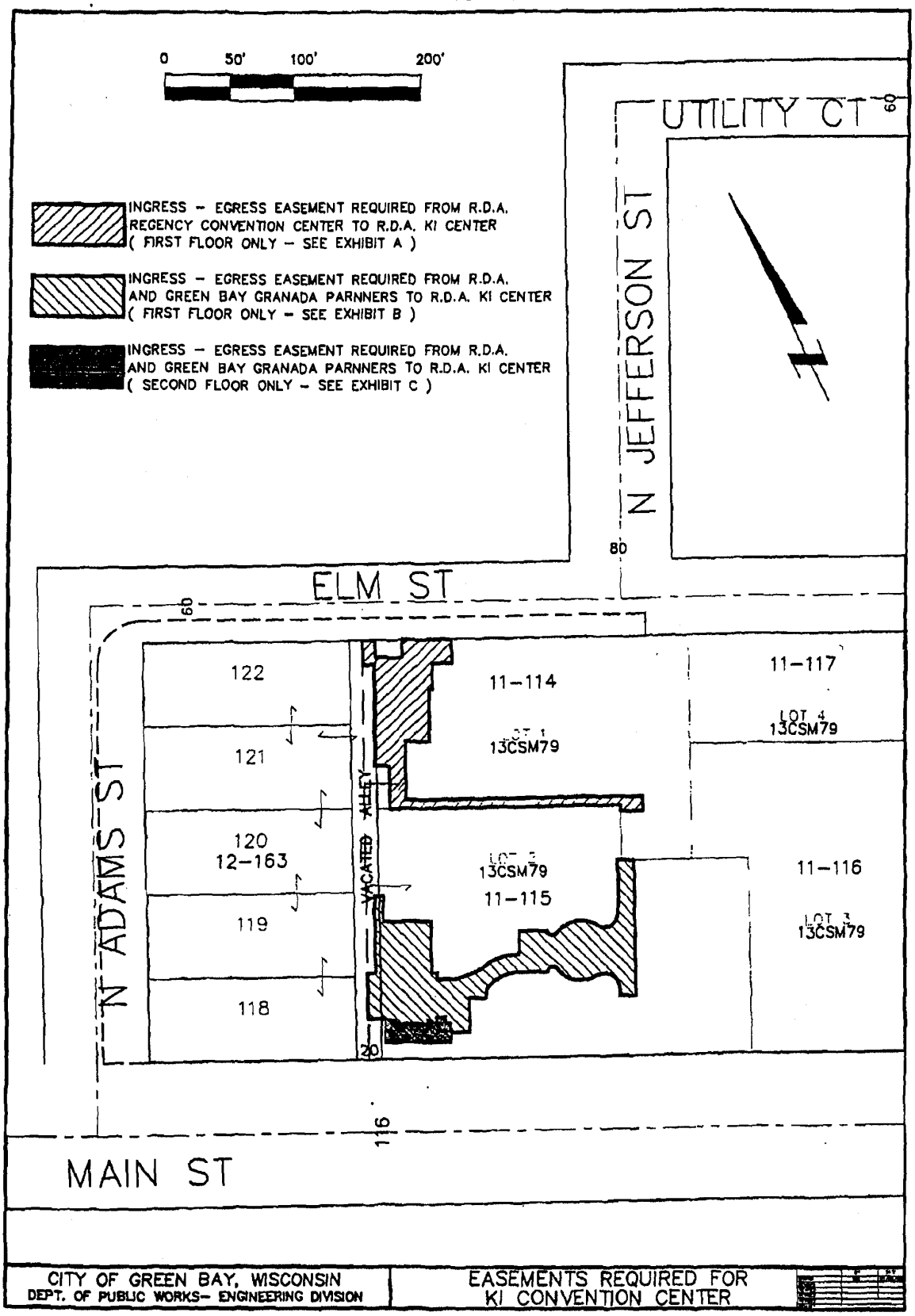
GREEN BAY IMPROVEMENT AREA



Attachment: Room Tax 07-13-2017 - dph - EX 1 Amended and Restated Cooperation Agreement (6048 : Resolution #17-61, Authorizing

Reinhart Draft
07/13/2017

SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT, dated as of July 11, 2017 (this "Agreement"), is made and entered into by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Green Bay"), the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("De Pere"), the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Allouez"), the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Ashwaubenon"), the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Howard"), the VILLAGE OF BELLEVUE, WISCONSIN, a municipal corporation and political subdivision ("Bellevue"), the VILLAGE OF SUAMICO, WISCONSIN, a municipal corporation and political subdivision ("Suamico") (collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard, and Bellevue, the "Municipalities"), BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), the GREEN BAY AREA ROOM TAX COMMISSION, a Wisconsin quasi-municipal corporation (the "Room Tax Commission"), and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national bank organized under the laws of United States of America, as trustee (the "Trustee");

RECITALS

The parties acknowledge the following:

A. The Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission, the Community Development Authority of the Village of Ashwaubenon, Wisconsin (the "Ashwaubenon CDA") and the Green Bay Redevelopment Authority (the "Green Bay RDA" and together with the Ashwaubenon CDA, the "Authorities") are parties to the Cooperation Agreement dated as of July 1, 1999 (the "1999 Cooperation Agreement") which concerned the development and redevelopment of certain areas designated in the 1999 Cooperation Agreement as the "Improvement Areas" and the promotion and development of conventions and other forms of tourism within the Improvement Areas and, among other matters, provided for the pledging and utilization of "Room Tax Revenues" (as defined therein). Subsequent to the execution of the 1999 Pledge and Security Agreement, Bellevue and Suamico become members of the Room Tax Commission. In 2012 the Municipalities and the County entered into an Addendum to 1999 Cooperation Agreement (the "2012 Addendum") relating to an increase in the "Room Tax Rate" (as defined in the 1999 Cooperation Agreement).

B. Pursuant to the 1999 Cooperation Agreement, the Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission and the Trustee entered into the Pledge and Security Agreement dated as of July 1, 1999 (the "1999 Pledge and Security Agreement"). In 2012, concurrently with the execution of the 2012 Addendum, the parties entered into an Amended and Restated Pledge and Security Agreement dated as of July 1, 1999 (the "2012 Pledge and Security Agreement") which amended and restated the 1999 Pledge and Security Agreement in its entirety.

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

C. Pursuant to an Agreement Between Brown County and City of Green Bay For Surplus Net Room Taxes for KI Expansion, dated June 19, 2012, as amended by an Addendum #1 thereto, dated December 6, 2013 (the "County/City Agreement"), the County agreed to pay to Green Bay and/or the Green Bay RDA, upon receipt from time to time of a requisition therefor, all monies then on deposit in the Room Tax Stabilization Fund in excess of $5,000,000 as of the date of such requisition to pay debt service on the Green Bay RDA's Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project) (the "KI Expansion Bonds").

D. The Municipalities, the County, the Room Tax Commission and the Authorities are entering into an Amended and Restated Cooperation Agreement of even date herewith (the "2017 Cooperation Agreement") and have agreed therein to execute and deliver this Agreement to incorporate the pertinent terms of the County/City Agreement and of the 2017 Cooperation Agreement.

E. The terms and conditions of this Agreement are in compliance with Section 66.0615 of the Wisconsin Statutes (the "Room Tax Act") and the execution and delivery of this Agreement have been duly authorized by resolutions of the Municipalities, the County and the Room Tax Commission.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and agreements set forth below, the parties agree to amend and restate the 2012 Pledge and Security Agreement in its entirety as follows:

ARTICLE I

DEFINITIONS

Capitalized terms not defined in this Agreement have the meanings set forth in the 2017 Cooperation Agreement.

ARTICLE II

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO ROOM TAX COMMISSION

Section 2.01 Pledge and Assignment.

The Municipalities do hereby pledge, sell, assign, transfer, and set over unto the Room Tax Commission, its successors, and assigns, and the Room Tax Commission hereby does accept, all right, title, and interest of the Municipalities in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

In order to effect such pledge and assignment, each of the Municipalities hereby agrees to cause all Room Taxes collected during the term of this Agreement to be deposited in accordance with Article IV of this Agreement.

Section 2.02 Base Room Taxes; Additional Room Taxes.

Pursuant to the 1999 Cooperation Agreement, the Municipalities levied Room Taxes at a Room Tax Rate of 8%. Room Taxes collected based upon the 8% Room Tax Rate are referred to in this Agreement as "Base Room Taxes." In the 2012 Addendum the Municipalities agreed to increase the Room Tax Rate to 10%. Room Taxes collected in excess of Base Room Taxes are referred to in this Agreement as "Additional Room Taxes.". Each Municipality agreed in the 2012 Pledge and Security Agreement that the Administrative Fee payable pursuant to Section 3.02 of the 2012 Pledge and Security Agreement is determined without regard to the Additional Room Taxes and reaffirms that agreement in Section 4.02 below.

ARTICLE III

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO THE COUNTY

The Room Tax Commission does hereby pledge, sell, assign, transfer, and set over unto the County, its successors, and assigns, and the County does hereby accept, all the right, title, and interest of the Room Tax Commission in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In accordance with the terms of the 2017 Cooperation Agreement, the Municipalities hereby consent to the pledge, assignment, and transfer of the Net Room Taxes from the Room Tax Commission to the County for the purposes set forth in this Agreement.

In order to effect such pledge and assignment, the Room Tax Commission hereby agrees to cause all Room Taxes pledged and assigned to it pursuant to Article II of this Agreement to be deposited in accordance with Article IV of this Agreement.

ARTICLE IV

DEPOSIT OF ROOM TAXES WITH TRUSTEE

Section 4.01 Deposit of Room Taxes.

The Municipalities, the Room Tax Commission, the County, and the Trustee hereby agree and direct that, in order to effect the pledges of the Net Room Taxes hereunder, (x) all Room Taxes levied by the Municipalities shall be deposited directly by the original obligors thereof with the Trustee, (y) the Additional Room Taxes shall be treated as described in Section 4.04 of this Agreement, and (z) the Base Room Taxes shall be applied for the payment of debt service on outstanding Bonds, the payment of certain administrative fees, and such other purposes as are specified in the Ashwaubenon CDA Indenture (Brown County Resch Center Project) and this Agreement.

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

The Trustee shall allocate Base Room Taxes in the following amounts and in the following order of priority:

(a) First, to the Room Tax Administrative Fund established and maintained pursuant to Section 4.02 of this Agreement (the "Room Tax Administrative Fund"), the following portion of such Base Room Taxes (with respect to each Municipality, its "Administrative Fee"):

(1) with respect to Base Room Taxes levied, enforced and collected by or with respect to Green Bay and Ashwaubenon, Sixteen percent (16%) of such Base Room Taxes;

(2) with respect to Base Room Taxes levied, enforced and collected by or with respect to the other Municipalities, Four percent (4%) of such Base Room Taxes; and

(3) with respect to Base Room Taxes levied, enforced and collected by or with respect to an Additional Municipality, Four percent (4%) of such Base Room Taxes;

(b) Second, to the Bond Funds created under the Green Bay Indenture and under the Ashwaubenon Indenture (Brown County Resch Center Project), on a pro rata basis, as follows:

(1) to the Bond Fund created under the Green Bay Indenture, the aggregate debt service with respect to the Green Bay RDA Bonds then outstanding, if any, for the current Bond Year; and

(2) to the Bond Fund created under the Ashwaubenon Indenture, the aggregate debt service with respect to the Ashwaubenon CDA Bonds (Brown County Resch Center Project) then outstanding, if any, for the current Bond Year; and

(c) Third, to the Room Tax Stabilization Fund.

The Trustee does hereby agree to continue to accept such Room Taxes for deposit in accordance with the terms hereof and of the Indentures and agrees that the reference contained in Section 8.08 of the Indentures to "Section 3.01(b) of the Pledge and Security Agreement" shall instead refer to Section 4.01(b) of this Agreement.

Section 4.02 Room Tax Administrative Fund.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "Room Tax Administrative Fund." The Trustee shall deposit into the Room Tax Administrative Fund, when and as received, the amounts specified in Section 4.01(a) of this Agreement. On the first business day of each calendar month, the Trustee shall transfer to each Municipality its respective Administrative Fee then on deposit in the Room Tax Administrative

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

Fund, together with any reports relating to the Room Taxes reasonably requested by the Municipality.

Section 4.03 Collection of Room Taxes.

Each of the Municipalities agrees to direct all Room Tax obligors within its jurisdiction to deposit all Room Taxes with the Trustee pursuant to the terms of this Agreement and the instructions of the Trustee. Each Municipality agrees to forward to the Trustee, immediately upon receipt, any Room Tax payments made directly to such Municipality while any of the Bonds are outstanding. All collection and enforcement actions relating to any such Room Taxes shall be the sole responsibility of the related Municipality; provided, however, that the Trustee, shall have the right (i) to demand that any such Room Taxes paid by the obligors thereof but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article IV and (ii) to request that a collection or enforcement action be commenced by a Municipality with respect to unpaid Room Taxes; provided further, however, that in the event an Auditing and Collection Agreement is entered into, the Municipalities shall not be responsible for the collection of unpaid Room Taxes.

Section 4.04 Additional Room Tax Fund.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "Additional Room Tax Fund". The Trustee shall deposit the Additional Room Taxes, together with any amounts required to be transferred pursuant to Section 4.06(b)(2)[c], into the Additional Room Tax Fund. Unless the County shall have notified the Trustee in writing that either (a) a "Room Tax Deficiency" has occurred and is continuing or (b) the County and the CVB have not reached an agreement as to the use of amounts in the Additional Room Tax Fund, on the 15th day of each calendar month the Trustee shall transfer the balance in the Additional Room Tax Fund to the CVB at such address as the CVB may from time to time designate in writing to the Trustee. If the County has provided notice that a Room Tax Deficiency exists, monies in the Additional Room Tax Fund shall be transferred on a pro rata basis to the Bond Funds specified in Section 4.01(b) in such amounts as directed from time to time by the County until the County provides written notice to the Trustee that a Room Tax Deficiency no longer exists. If the County provided notice that the County and the CVB had not reached an agreement as to the use of amounts in the Additional Room Tax Fund, such notice may be rescinded by the County at any time in its sole discretion and monies in the Additional Room Tax Fund shall then be applied as provided in this Section.

If an Auditing and Collection Agreement is in effect, the County shall direct the CVB to apply monies transferred to it pursuant to this Section to pay for the costs incurred under such Auditing and Collection Agreement in such amount as is specified in such Auditing and Collection Agreement.

Section 4.05 Reserve Account for KI Expansion Bonds.

The County directs the Trustee to create an account designated the "KI Expansion Bonds Reserve Account." The County agrees to deposit $500,000 into the KI Expansion Bonds

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

Reserve Account prior to the issuance of the Ashwaubenon CDA Bonds (Brown County Expo Center Project). Monies in the KI Expansion Bonds Reserve Account shall only be used to pay debt service on the KI Expansion Bonds if and to the extent that there is a shortfall after the application of funds to such debt service described in Sections 2.03(c) and 4.06(b)(2)[a]. The Trustee shall disburse funds in the KI Expansion Bonds Reserve Account to Green Bay and/or the Green Bay RDA in accordance with the procedures set forth in the County/City Agreement. The KI Expansion Bonds Reserve Account shall terminate on the date the KI Expansion Bonds have been paid in full or legally defeased and the Trustee shall follow the direction of the County as to the disposition of any amount in such account on such date.

Section 4.06 Room Tax Stabilization Fund.

(a) On the date the Ashwaubenon CDA Indenture is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the Room Tax Stabilization Fund created therein shall cease to exist and the County hereby creates, and directs the Trustee to establish, on such date, a successor Room Tax Stabilization Fund (which successor Room Tax Stabilization Fund shall then be the "Room Tax Stabilization Fund" for purposes of this Agreement). The Trustee shall transfer all amounts in the existing Room Tax Stabilization Fund to the successor Room Tax Stabilization Fund. The provisions of the Ashwaubenon Indenture (Brown County Resch Center Project) applicable to the administration of the Room Tax Stabilization Fund shall apply to the successor Room Tax Stabilization Fund and are incorporated herein by reference except that no Debt Service Reserve Account shall be established within the successor Room Tax Stabilization Fund.

(b) The Trustee shall allocate amounts on deposit in the Room Tax Stabilization Fund, and its subaccounts, as follows:

(1) The Debt Service Reserve Account shall be used solely to make debt service payments on the Ashwaubenon CDA Bonds in accordance with the Ashwaubenon Indenture (Brown County Resch Center Project) and on the date the Ashwaubenon CDA Indenture is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the Debt Service Reserve Account shall terminate and all monies therein shall be transferred to the successor Room Tax Stabilization Fund;

(2) Surplus Net Room Tax Revenue during each Bond Year, shall be allocated in the following amounts and priority:

[a] First, to pay debt service on the KI Expansion Bonds as set forth in the County/City Agreement; provided that (x) the amount so transferred to Green Bay and/or the Green Bay RDA shall not exceed the aggregate debt service on the KI Expansion Bonds for that Bond Year, and (y) no transfer will be made to the extent it would result in the amount in the Room Tax Stabilization Fund being less than $5,000,000;

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

[b] Second, to pay Municipal Development Costs for the Expo Center project, including the payment of debt service on any Ashwaubenon CDA Bonds (Brown County Expo Center Project) that may be issued to finance such project;

[c] Third, if and to the extent during any Bond Year, the Surplus Net Room Tax Revenues for such Bond Year exceed the amounts applied pursuant to subsections [a] and [b] above during such Bond Year, the remaining Surplus Net Room Tax Revenues for such Bond Year (or such lesser amount as set forth in the following table) shall be transferred to the Additional Room Tax Fund:

Bond Year Ending June 1	Maximum Amount
2019	$200,000
2020	225,000
2021	250,000
2022	275,000
2023	300,000
2024	325,000
2025	350,000
2026	375,000
2027	400,000
2028	425,000
2029	450,000
2030	475,000
Each Year Thereafter	500,000

; provided, however, that from and after the Bond Year commencing June 1, 2029, no transfer shall be made to the Additional Room Tax Fund unless the aggregate amount in the Room Tax Stabilization Fund is not less than $7,000,000;

[d] Fourth, any remaining Surplus Net Room Taxes shall be retained in the Room Tax Stabilization Fund until the aggregate amount therein equals $7,000,000; and

[e] Until June 1, 2029, any remaining Surplus Net Room Tax Revenues shall be retained in the Room Tax Stabilization Fund. From and after the Bond Year commencing June 1, 2029, any remaining Surplus Net Room Revenue shall be paid to the Municipalities on a ratable basis determined by the aggregate amount paid by Room Tax obligors with respect to facilities located in each Municipality during the applicable Bond Year. The Trustee shall pay such amount to the Municipalities within 30 days after the end of each Bond Year.

(c) The County has the rights with respect to the Surplus Net Room Tax Revenues held in the Room Tax Stabilization Fund set forth in Section 5.03 of the 2017

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

Cooperation Agreement, subject to the requirements of subsections (a), (b), (c) and (d) above. The County agrees that it will apply the entire balance then on deposit in the Room Tax Stabilization Fund to the final debt service payments on the Ashwaubenon CDA Bonds (Brown County Expo Center Project) so that, on the date of the termination of this Agreement, there are no amounts remaining in the Room Tax Stabilization Fund. To the extent the County is not able to apply the entire balance then on deposit in the Room Tax Stabilization Fund to the final debt service payment, any remaining amount shall be paid to the Municipalities on a ratable basis determined by the aggregate amount paid by Room Tax obligors with respect to facilities located in each Municipality during the final Bond Year.

ARTICLE V

REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Municipalities and the Room Tax Commission hereby represent and warrant to the County that they have good right and authority to enter into this Agreement, that the Municipalities and the Room Tax Commission have not alienated, assigned, pledged, or otherwise disposed of or encumbered any of the Net Room Taxes, and that the Municipalities and the Room Tax Commission have not performed any acts or executed any other instruments which might prevent the County and the Trustee from receiving any Net Room Taxes under any of the terms and conditions of this Agreement or which would limit the County and the Trustee in such receipt.

The Municipalities and the Room Tax Commission hereby covenant and agree to observe, perform, and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions, and warranties of this Agreement on their respective parts to be kept, observed, and performed.

The Municipalities and the Room Tax Commission hereby also covenant and agree that they will, upon the request of the County, the Trustee, or their respective assignees, execute and deliver to the County, the Trustee, or their respective assignees such further instruments and do and perform such other acts and things as the County, the Trustee, or their respective assignees may deem necessary or appropriate to make effective this Agreement and the various covenants of the Municipalities, and the Room Tax Commission herein contained and to more effectively vest in and secure to the County, the Trustee, or their respective assignees the Net Room Taxes, including without limitation, the execution of such additional assignments as shall be deemed necessary by the County, the Trustee, or their respective assignees to effectively vest in and secure the Net Room Taxes.

The Municipalities and the Room Tax Commission hereby covenant and agree that, subject to Section 8.13 of the 2017 Cooperation Agreement, they will take any and all action reasonably necessary to enforce their respective room tax levies and collect all room taxes from the room tax obligors within their respective jurisdictions. Such actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes.

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

ARTICLE VI

MISCELLANEOUS

This Agreement may be executed, acknowledged, and delivered in any number of counterparts, each of which shall constitute an original, but, all together, only one instrument. The laws of the State of Wisconsin shall govern this Agreement. If any term, covenant, or condition of this Agreement, the 2017 Cooperation Agreement or the Indentures, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, the 2017 Cooperation Agreement, or the Indentures, and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement, the 2017 Cooperation Agreement, or the indentures shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall terminate on the date the 2017 Cooperation Agreement terminates and the Trustee agrees that any Room Taxes paid to it after the termination date shall be paid to the Municipality in which the lodging facility making such payment is located.

Nothing contained in this Agreement, the 2017 Cooperation Agreement, or the Indentures shall in any manner be construed as making the parties hereto and thereto or their assignees partners.

On and after the Effective Date, this Agreement shall supercede the 2012 Pledge and Security Agreement, as amended, and the County/City Agreement each of which will remain in effect only with respect to any matter governed thereby which occurred before the Effective Date

[Signature Page Follows]

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

By:_____

Its: Municipal Attorney

APPROVED:

By:_____

Its: Finance Officer

CITY OF GREEN BAY

By:_____

Its: Mayor

Countersigned:_____

Its: City Clerk

Address for Notices:
City of Green Bay, Wisconsin
Attn: Clerk
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

CITY OF DE PERE, WISCONSIN

By:_____

_____

Its: Mayor

Countersigned:_____

_____

Its: Clerk-Treasurer

Address for Notices:
City of De Pere, Wisconsin
Attn: Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

VILLAGE OF ALLOUEZ, WISCONSIN

By:_____

_____

Its: President

Countersigned:_____

_____

Its: Administrator & Clerk-Treasurer

Address for Notices:
Village of Allouez, Wisconsin
1649 south Webster Avenue
Green Bay, WI 54301-2499

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

36296402v10

APPROVED AS TO FORM:

By:_____

_____

Its: Municipal Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

VILLAGE OF ASHWAUBENON, WISCONSIN

By:_____

_____

Its: President

Countersigned:_____

_____

Its: Clerk

Address for Notices:
Village of Ashwaubenon
Attn: Clerk-Treasurer
2155 Holmgren Way
Green Bay, WI 54304-4605

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

VILLAGE OF HOWARD, WISCONSIN

By:_____

_____

Its: President

Countersigned:_____

_____

Its: Clerk

Address for Notices:
Village of Howard
Attn: Clerk
2456 Glendale Avenue
Green Bay, WI 54307-2207

APPROVED AS TO FORM:

By:_____

_____

Its: Municipal Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

VILLAGE OF BELLEVUE, WISCONSIN

By:_____

_____

Its: President

Countersigned:_____

_____

Its: Clerk-Treasurer

Address for Notices:
Village of Bellevue
Attn: Clerk-Treasurer
2828 Allouez Avenue
Bellevue, WI 54311

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

APPROVED AS TO FORM:

By:_____

_____

Its: Municipal Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

VILLAGE OF SUAMICO

By:_____

_____

Its: President

Countersigned:_____

_____

Its: Clerk

Address for Notices:
Village of Suamico
Attn: Clerk
2999 Lakeview Drive
Suamico, WI 54173

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

BROWN COUNTY, WISCONSIN

By:_____

_____

Its: County Executive

Countersigned:_____

_____

Its: Clerk

Address for Notices:
Brown County, Wisconsin
Attn: Clerk
350 East Walnut Street
PO Box 23600
Green Bay, Wisconsin 54305-3600

36296402v10

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

APPROVED AS TO FORM:

By:_____

_____

Its: Attorney

APPROVED:

By:_____

_____

Its: Finance Officer

GREEN BAY AREA ROOM TAX COMMISSION

By:_____

_____

Its: Chairman

Countersigned:_____

_____

Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____

_____

Its:_____

[SEAL]

Countersigned

_____

_____

Its:_____

Attachment: Room Tax 07-13-2017 -EX 2 Second Amended and Restated Pledge and Security Agreement (6048 : Resolution #17-61,

AMENDMENTS TO ROOM TAX DOCUMENTS

07-13-2017 Executive Summary

1. Amendments to Cooperation Agreement

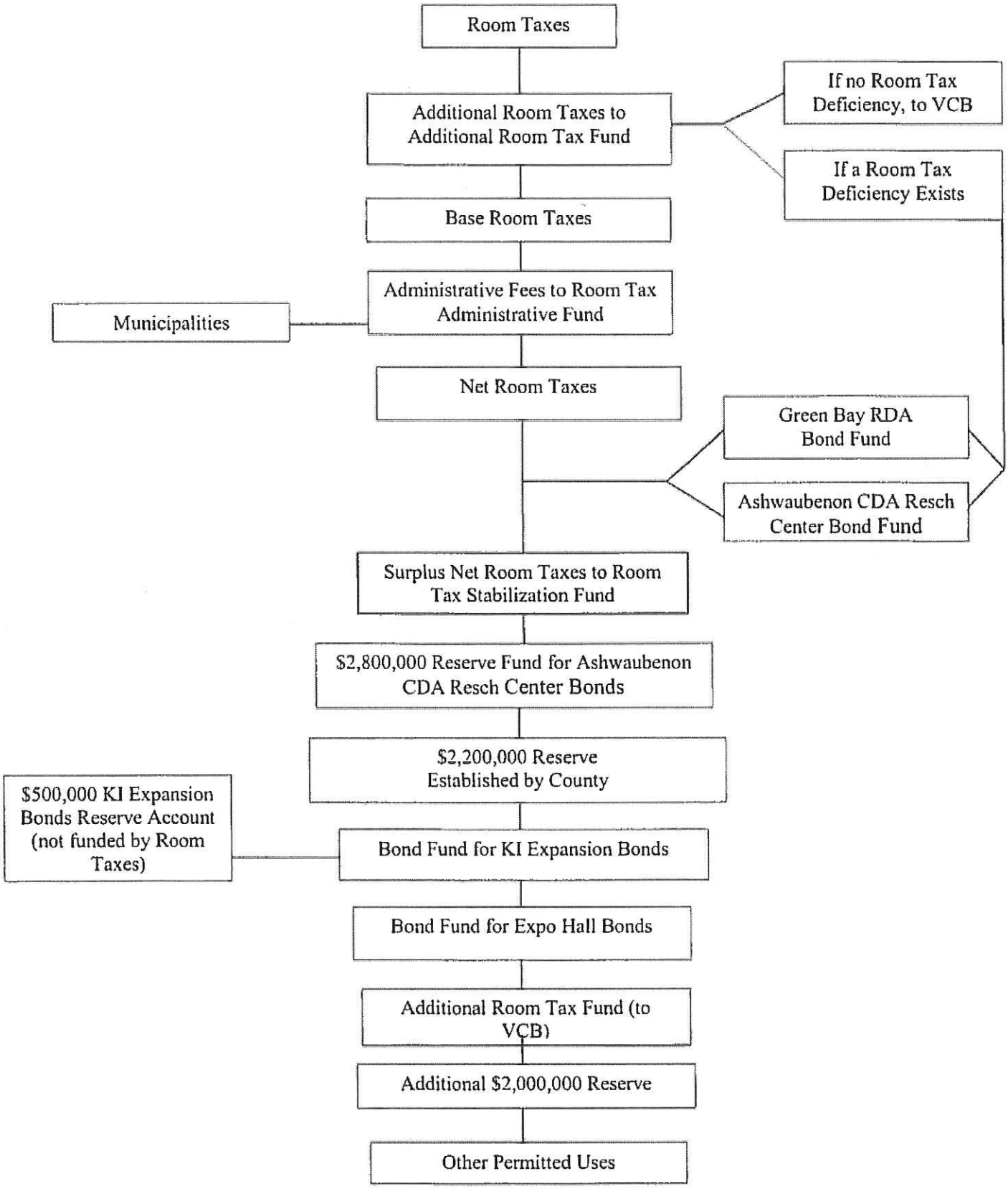
- Expo Hall added as a Municipal Development which permits Room Tax revenues to be used to pay for its costs, including debt service
- Ashwaubenon CDA, at the direction of the County, is authorized to issue bonds to finance the design and construction of the Expo Hall
- The municipalities agree to enter into negotiations to develop a mutually acceptable agreement to implement a cost effective process to identify and collect unpaid room taxes
- The term of the Cooperation Agreement is extended from 2029 to the final payment of the Expo Hall bonds

2. Amendments to Pledge and Security Agreement

- County agrees to establish and fund (from sources other than Room Taxes) a new $500,000 reserve account which can be used to make debt service payments on the bonds which financed the 2013 KI Convention Center expansion (KI Expansion bonds) if available Room Tax revenues are insufficient
- The use of Room Tax revenues to pay debt service on the Expo Hall bonds is permitted once debt service on the KI Expansion bonds is paid
- After debt service on the KI Expansion bonds and the Expo Hall bonds is paid, Room Tax revenues will be retained in the Room Tax Stabilization Fund until the balance is increased to $7,000,000
- To the extent there are available Room Tax revenues, additional payments will be made to the CVB, in an amount starting at $200,000 in 2019 and increasing $25,000 per year up to $500,000, so long as the County and the CVB have agreed on the use of such additional funds and, from and after 2029, the balance in the Room Tax Stabilization Fund has reached $7,000,000
- Once the municipalities enter into an agreement on the collection of Room Taxes, the County shall direct the CVB to pay the collection costs in the amount set forth in that agreement
- Starting in 2029, any Room Tax revenues remaining after debt service payments, the increase in the Room Tax Stabilization Fund to $7,000,000 and the additional payments to the CVB will be distributed to the municipalities in proportion to the Room Taxes collected from lodging facilities located in each municipality
- The term of the Pledge and Security Agreement will be extended to match the extended term of the Cooperation Agreement

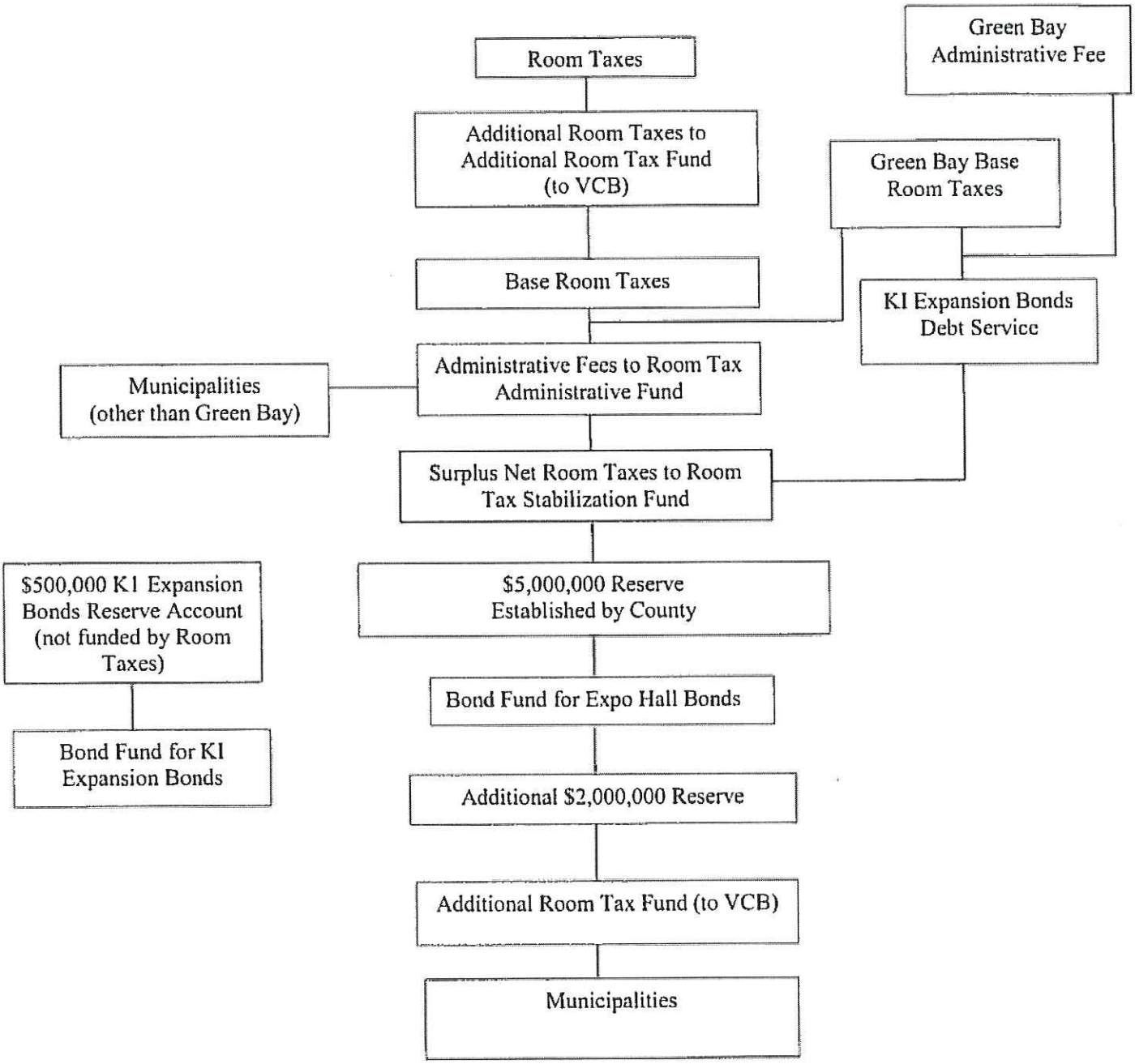
Attachment: Room Tax 07-13-2017 - Executive Summary (6048 : Resolution #17-61, Authorizing Amended and Restated Cooperation

ROOM TAXES FLOW OF FUNDS UNTIL 2012 AND 2016 BONDS PAID



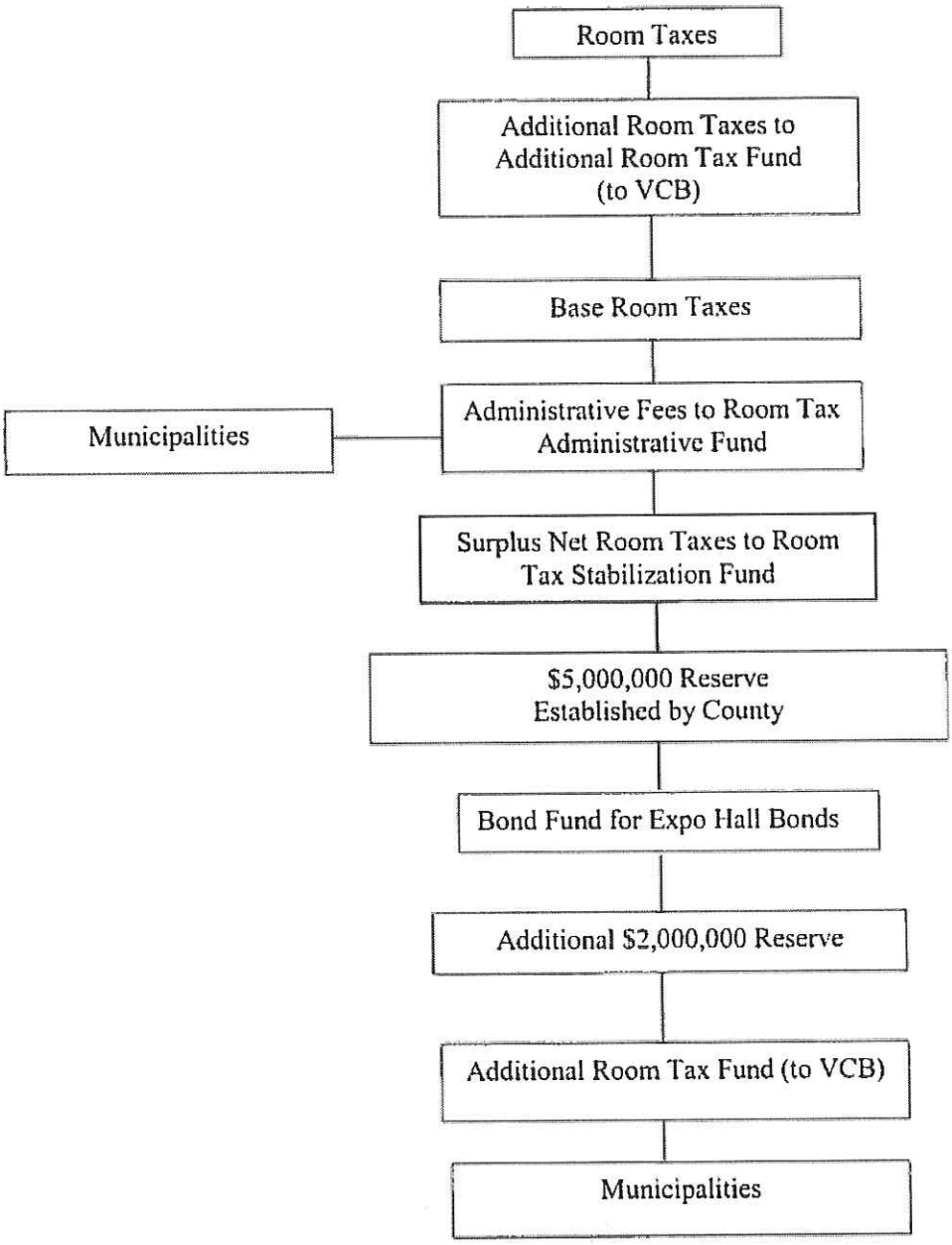
36322617

ROOM TAXES FLOW OF FUNDS AFTER 2012 AND 2016 BONDS PAID AND UNTIL KI EXPANSION BONDS REPAID



36348022

ROOM TAXES FLOW OF FUNDS AFTER KI EXPANSION BONDS REPAID



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Confirmation of Appointment to Position of Street Superintendent**

ATTACHMENTS:

- Confirmation of Appt. Letter (Bloemer) (DOCX)

Memo City of De Pere

To: Members of the Common Council

From: Michael Walsh, Mayor

RE: Confirmation of Appointment to Position of Street Superintendent

Date: July 18, 2017

The Human Resources Department has completed the recruitment and selection process for the Street Superintendent position. Based on the interview panel's recommendation, I would like to appoint Steve Bloemer to the position of Street Superintendent, and I am asking for your confirmation.

Steve currently works for the City of De Pere Department of Public Works as the DPW Foreperson. In this position, Steve schedules the work of the Street employees and assigns daily jobs for snow plowing, leaf operation pick-up, building maintenance and garbage/recycling operations. He has been with the City of De Pere since 1990 and has eight years of supervisory experience in the Department. Steve is very involved in the City's equipment replacement program and has participated in long term planning for public works operations. Steve is responsible for cross training employees from Parks, Water, and Building Maintenance departments.

Based on his background, we believe Steve will be a tremendous asset in this role.

If you have any questions regarding this confirmation, I would ask that you contact me in advance of the meeting. I can be reached at 339-4040.

Thank you.

Attachment: Confirmation of Appt. Letter (Bloemer) (6037 : Confirmation of Appointment to Position of Street Superintendent)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Voucher Approval.**

ATTACHMENTS:

- 7-18-17 VOUCHERS (PDF)

/11/2017 1:45 PM A / P CHECK REGISTER PAGE: 1

ET: 05603 JUL 2017 COUNCIL - 2 7-18-17

ENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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	I-11515	A1 ELEVATOR CORP	R	7/18/2017		162.00CR	082521	162.00
6426	ACL							
	I-201706-0	ACL	R	7/18/2017		107.20CR	082522	107.20
0653	ANIMAL HOSPITAL OF DE PERE							
	I-197025	ANIMAL HOSPITAL OF DE PERE	R	7/18/2017		147.82CR	082523	147.82
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-405140	BADGER POPCORN & CONC SUPPLY I	R	7/18/2017		177.00CR	082524	177.00
0020	BADGERLAND PRINTING INC							
	I-29762	BADGERLAND PRINTING INC	R	7/18/2017		32.00CR	082525	
	I-29794	BADGERLAND PRINTING INC	R	7/18/2017		140.00CR	082525	
	I-29814	BADGERLAND PRINTING INC	R	7/18/2017		495.00CR	082525	667.00
0027	BAY TOWEL INC							
	I-2413449	BAY TOWEL INC	R	7/18/2017		184.99CR	082526	
	I-2415208	BAY TOWEL INC	R	7/18/2017		40.55CR	082526	
	I-2419448	BAY TOWEL INC	R	7/18/2017		40.55CR	082526	
	I-2421894	BAY TOWEL INC	R	7/18/2017		184.99CR	082526	
	I-2421909	BAY TOWEL INC	R	7/18/2017		75.39CR	082526	526.47
5171	BENTLEY SYSTEMS INC							
	I-47833736	BENTLEY SYSTEMS INC	R	7/18/2017		4,125.00CR	082527	4,125.00
0033	BIRDSEYE DAIRY INC							
	C-3954	BIRDSEYE DAIRY INC	R	7/18/2017		11.93	082528	
	I-57317	BIRDSEYE DAIRY INC	R	7/18/2017		121.56CR	082528	
	I-57615	BIRDSEYE DAIRY INC	R	7/18/2017		125.67CR	082528	235.30
2984	BROWN COUNTY TREASURER							
	I-201707067271	BROWN COUNTY TREASURER	R	7/18/2017		1,750.00CR	082529	1,750.00
6061	CARRICO AQUATIC RESOURCES INC							
	I-20172150	CARRICO AQUATIC RESOURCES INC	R	7/18/2017		5,250.00CR	082530	5,250.00
0536	CDW GOVERNMENT INC							
	C-JFQ5135	CDW GOVERNMENT INC	R	7/18/2017		55.12	082531	
	I-JBZ7285	CDW GOVERNMENT INC	R	7/18/2017		406.26CR	082531	
	I-JDD6457	CDW GOVERNMENT INC	R	7/18/2017		298.83CR	082531	
	I-JDD9436	CDW GOVERNMENT INC	R	7/18/2017		110.24CR	082531	760.21

7/11/2017 1:45 PM A / P CHECK REGISTER PAGE: 2

KET: 05603 JUL 2017 COUNCIL - 2 7-18-17

ENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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	I-14215	CLEANING SOLUTION SERVICES INC	R	7/18/2017		1,105.24CR	082532	
	I-14220	CLEANING SOLUTION SERVICES INC	R	7/18/2017		1,784.35CR	082532	
	I-14237	CLEANING SOLUTION SERVICES INC	R	7/18/2017		1,416.56CR	082532	
	I-15003	CLEANING SOLUTION SERVICES INC	R	7/18/2017		403.25CR	082532	4,709.40
0217	COUNTRY VISIONS COOPERATIVE							
	I-201707067272	COUNTRY VISIONS COOPERATIVE	R	7/18/2017		23.72CR	082533	23.72
2926	CROSBY HEAVY DUTY WRECKER SERV INC							
	I-84817	CROSBY HEAVY DUTY WRECKER SERV	R	7/18/2017		150.00CR	082534	150.00
6739	CTW CORP							
	I-24686	CTW CORP	R	7/18/2017		10,492.00CR	082535	10,492.00
5260	EARTHLINK BUSINESS							
	I-201707117287	EARTHLINK BUSINESS	R	7/18/2017		23.77CR	082536	23.77
0944	ELECTION SYSTEMS & SOFTWARE INC							
	I-1012542	ELECTION SYSTEMS & SOFTWARE IN	R	7/18/2017		1,435.48CR	082537	1,435.48
	ERC INC							
	I-ERC-0617-1071	ERC INC	R	7/18/2017		408.00CR	082538	408.00
0105	FOX SPECIALITY COMPANY							
	I-36074	FOX SPECIALITY COMPANY	R	7/18/2017		14.11CR	082539	14.11
3655	FUN EXPRESS LLC							
	I-684520088-01	FUN EXPRESS LLC	R	7/18/2017		223.73CR	082540	223.73
2544	GLOBAL RECOGNITION INC							
	I-166800	GLOBAL RECOGNITION INC	R	7/18/2017		1,059.40CR	082541	1,059.40
0446	HAWKINS INC							
	I-4098253 RI	HAWKINS INC	R	7/18/2017		5,403.16CR	082542	5,403.16
0912	HEID MUSIC CO							
	I-1943016	HEID MUSIC CO	R	7/18/2017		23.62CR	082543	
	I-1950014	HEID MUSIC CO	R	7/18/2017		220.00CR	082543	
	I-1953470	HEID MUSIC CO	R	7/18/2017		55.00CR	082543	298.62
5484	HYDROCORP INC							
	I-43219-IN	HYDROCORP INC	R	7/18/2017		2,876.00CR	082544	
	I-43230-IN	HYDROCORP INC	R	7/18/2017		3,325.00CR	082544	6,201.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1399	INDOFF INC							
	I-2972322	INDOFF INC	R	7/18/2017		120.50CR	082545	
	I-2972863	INDOFF INC	R	7/18/2017		50.96CR	082545	
	I-2973430	INDOFF INC	R	7/18/2017		33.89CR	082545	
	I-2975872	INDOFF INC	R	7/18/2017		198.99CR	082545	
	I-2977075	INDOFF INC	R	7/18/2017		16.47CR	082545	
	I-2977748	INDOFF INC	R	7/18/2017		71.08CR	082545	491.89
7602	JOHNSON TRANSPORT SERVICES							
	I-1257	JOHNSON TRANSPORT SERVICES	R	7/18/2017		2,000.00CR	082546	2,000.00
2602	JOSSART BROTHERS INC							
	I-17-01 (3)	JOSSART BROTHERS INC	R	7/18/2017		283,088.16CR	082547	
	I-430	JOSSART BROTHERS INC	R	7/18/2017		425.50CR	082547	
	I-431	JOSSART BROTHERS INC	R	7/18/2017		425.50CR	082547	283,939.16
6243	LASER WORKS PRINTER TECH INC							
	I-13071	LASER WORKS PRINTER TECH INC	R	7/18/2017		474.00CR	082548	474.00
1578	LYNN PEAVEY COMPANY							
	I-332942	LYNN PEAVEY COMPANY	R	7/18/2017		168.95CR	082549	
	I-332985	LYNN PEAVEY COMPANY	R	7/18/2017		15.00CR	082549	183.95
0903	THE MAIL HAUS INC							
	I-151098	THE MAIL HAUS INC	R	7/18/2017		839.50CR	082550	839.50
0173	MENARDS INC							
	I-10034	MENARDS INC	R	7/18/2017		27.98CR	082551	
	I-7630	MENARDS INC	R	7/18/2017		8.03CR	082551	
	I-9624	MENARDS INC	R	7/18/2017		14.76CR	082551	50.77
0175	MIDWEST RADAR & EQUIPMENT							
	I-15292	MIDWEST RADAR & EQUIPMENT	R	7/18/2017		104.00CR	082552	104.00
6731	MODERN MARKETING							
	I-MMI122407	MODERN MARKETING	R	7/18/2017		303.52CR	082553	303.52
7432	MORPHOTRAK LLC							
	I-137251	MORPHOTRAK LLC	R	7/18/2017		175.00CR	082554	175.00
1475	MUNICODE							
	I-291922	MUNICODE	R	7/18/2017		1,437.17CR	082555	1,437.17

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5433	NORTHEAST WI TECH COLLEGE							
	I-CS31275	NORTHEAST WI TECH COLLEGE	R	7/18/2017		135.00CR	082556	
	I-CS31290	NORTHEAST WI TECH COLLEGE	R	7/18/2017		110.16CR	082556	
	I-SFT0000113666	NORTHEAST WI TECH COLLEGE	R	7/18/2017		134.85CR	082556	380.01
3250	NORTHERN LAKE SERVICE							
	I-315930	NORTHERN LAKE SERVICE	R	7/18/2017		200.00CR	082557	200.00
7606	NORTHERN TECHNICAL COLLEGE							
	I-201707117288	NORTHERN TECHNICAL COLLEGE	R	7/18/2017		528.40CR	082558	528.40
0187	NSIGHT TELSERVICES							
	I-201707067273	NSIGHT TELSERVICES	R	7/18/2017		65.04CR	082559	65.04
4476	PAUL CONWAY SHIELDS CORP							
	I-406191-IN	PAUL CONWAY SHIELDS CORP	R	7/18/2017		150.00CR	082560	150.00
6464	POMASL FIRE EQUIPMENT INC							
	I-68857	POMASL FIRE EQUIPMENT INC	R	7/18/2017		451.50CR	082561	451.50
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-508114	PROFESSIONAL SERVICE INDUSTRIE	R	7/18/2017		5,193.85CR	082562	5,193.85
5973	RAE-COR DISTRIBUTING INC							
	I-74458	RAE-COR DISTRIBUTING INC	R	7/18/2017		391.92CR	082563	
	I-74462	RAE-COR DISTRIBUTING INC	R	7/18/2017		42.64CR	082563	
	I-74569	RAE-COR DISTRIBUTING INC	R	7/18/2017		24.32CR	082563	458.88
5393	RICOH USA INC.							
	I-5049245681	RICOH USA INC.	R	7/18/2017		376.01CR	082564	376.01
7603	ROBINSON HEATING & COOLING							
	I-17-01421	ROBINSON HEATING & COOLING	R	7/18/2017		505.87CR	082565	505.87
7604	SELNER TREE & SHRUB CARE LLC							
	I-1781	SELNER TREE & SHRUB CARE LLC	R	7/18/2017		1,098.00CR	082566	1,098.00
0248	SHOPKO STORES OPERATING CO LLC							
	I-201707117289	SHOPKO STORES OPERATING CO LLC	R	7/18/2017		16.98CR	082567	16.98
4094	STATE BAR OF WISCONSIN							
	I-5027885	STATE BAR OF WISCONSIN	R	7/18/2017		103.80CR	082568	103.80

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1528	TEAM APPAREL & SPECIALTIES INC							
	I-105263	TEAM APPAREL & SPECIALTIES INC	R	7/18/2017		115.00CR	082569	
	I-105264	TEAM APPAREL & SPECIALTIES INC	R	7/18/2017		58.85CR	082569	
	I-105265	TEAM APPAREL & SPECIALTIES INC	R	7/18/2017		32.00CR	082569	205.85
1903	TECHNOLOGY ARCHITECTS INC							
	I-D20170382	TECHNOLOGY ARCHITECTS INC	R	7/18/2017		290.00CR	082570	290.00
0416	TWIRL SEWER SERVICE							
	I-22426	TWIRL SEWER SERVICE	R	7/18/2017		200.00CR	082571	200.00
7015	US BANK EQUIPMENT FINANCE							
	I-334324852	US BANK EQUIPMENT FINANCE	R	7/18/2017		207.50CR	082572	207.50
4770	VERIZON WIRELESS							
	I-9787351510	VERIZON WIRELESS	R	7/18/2017		921.75CR	082573	921.75
7350	WI MEDIA							
	I-644874	WI MEDIA	R	7/18/2017		692.22CR	082574	692.22
6887	WILLIAMS AUTO BODY SHOP INC.							
	I-RO 13864	WILLIAMS AUTO BODY SHOP INC.	R	7/18/2017		1,933.55CR	082575	1,933.55

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	55	0.00	348,328.56	348,328.56
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:	55	0.00	348,328.56	348,328.56

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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ENDOR SET: 01

BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	7/2017	30,272.19CR
201	7/2017	2,202.92CR
405	7/2017	288,338.82CR
601	7/2017	26,078.37CR
650	7/2017	1,436.26CR
ALL		348,328.56CR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**July 18, 2017**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Operator License Applications.**

ATTACHMENTS:

- 07-18-17 (PDF)

CITY OF DE PERE
License Committee - July 18, 2017

Temporary Operator License Applications	
1	CALAWAY, JOHN R.
2	KANE, ANDREW W.
3	NELSEN, MARK A.
4	NOVAK, AMY S.
5	PETERS, CHRISTOPHER J.
6	STEINHORST, DANIEL J.

New Operator License Applications	
1	BASS, ASHLEY M.
2	BUSCH, SONIA A.
3	GARCIA, BRENTON D.
4	GEOHEGAN, PAULETTE M.
5	HADLEY, CRYSTAL L.
6	HOULE, JENNIFER L.
7	KORB, JENNIFER L.
8	MARTENS, LAUREN M.
9	NATZKE, BREANNA N.
10	SCHLINK, CHELSEA D.
11	SMALLS, MICHELLE A.
12	VAN GHEEM, CIARA L.

Attachment: 07-18-17 (6046 : Operator License Applications.)