

**MEETING NOTICE
COMMON COUNCIL
AND
REDEVELOPMENT AUTHORITY**

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that the Common Council and the Redevelopment Authority of the City of De Pere meet on June 18, 2013 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

This meeting can be viewed LIVE on 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.

AGENDA FOR SAID MEETING:

1. Roll call.
 - A. Common Council.
 - B. Redevelopment Authority.
2. Pledge of Allegiance to the Flag.

JOINT ITEM

3. Review Development Agreement between Midland (Wisconsin/Broadway) Associates, the City of De Pere, and the Redevelopment Authority of the City of De Pere (Walgreen's Project).
 - A. Resolution #RDA #13-03, Authorizing Development Agreement Between Midland (Wisconsin/Broadway) Associates, The City Of De Pere And The Redevelopment Authority Of The City Of De Pere (Walgreens Development).
 - B. Resolution #13-81, Authorizing Development Agreement Between Midland (Wisconsin/Broadway) Associates, The City Of De Pere And The Redevelopment Authority Of The City Of De Pere (Walgreens Development).

REDEVELOPMENT AUTHORITY

4. Adjournment.

COMMON COUNCIL

5. Approval of the minutes of the June 4, 2013 regular meeting of the Common Council.
6. Public comment upon matters not on agenda or other announcements.

7. Recommendation from the Board of Public Works:
 - A. Award Project 13-04 Concrete Street Construction/Reconstruction to Zignego Company, Inc.
 - B. Rejection of bids for Project 13-06 Hemlock Creek Stream Crossing.
 - C. Award Project 13-07 Asphalt, Curb, and Sewer Repair to Northeast Asphalt, Inc.
8. Recommendation from the License Committee:
 - A. Renewal Application for a Class "A" Beer Liquor License for Dollar General #10542, 805 Main Avenue.
 - B. Premise description change for Chateau De Pere, 201 James Street.
9. Recommendation from the Finance/Personnel Committee:
 - A. Use of Park Land Dedication Funds for developing Master Plans for the De Pere Dog Park and Optimist Park.
 - B. Fund ball diamond at Jim Martin Park.
 - C. 4,000 donation to the Police Department for training room matting.
 - D. Evaluate internal fire/EMS operations, evaluate possible mergers with other area fire/EMS departments and evaluate merging fire/EMS with police to form a public safety department to determine possible opportunities to improve the effectiveness and/or efficiency of fire/EMS and police operations.
10. Resolution #13-82, Approving Agreement For Consulting Services Between The City Of De Pere And RW Management Group, Inc. (Fire Department Organizational and Consolidation Feasibility Analysis).
11. Resolution #13-83, Authorizing Fire Department Grant Application.
12. Resolution #13-84, Authorizing Development Agreement Between And Beyond, LLC And The City Of De Pere.
13. Resolution #13-85, Approving Compliance Maintenance Annual Report For Wastewater Collection System.
14. Resolution #13-86, Authorizing Agreement For Consulting Services Between The City Of De Pere And Rettler Corporation (Optimist Park Master Plan and De Pere Master Plan).
15. Resolution #13-87, Opposing Non-Fiscal Policy Items Negatively Affecting Municipalities Added To The State Budget In Assembly Bill 40.

16. Consider Change Order No. 4 for Riverwalk & Wildlife Viewing Pier Phase II to deduct \$4,838 for replacement of a section of riverwalk and sidewalk damaged during Phase II construction.
17. 2012 Audit Report.
18. Appointments by Mayor Walsh to the position of Health Officer/Director, Board of Appeals and Brown County Planning Commission.
19. Voucher approval.
20. Applications for Operator's Licenses.
21. Future agenda items.
22. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, June 17, 2013 so that arrangements can be made.

AGENDA SENT TO:

Mayor
Alderspersons
Department Heads
TV, Newspapers, & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Zenith Tech, Inc.
And Beyond, LLC
Zignego Company, Inc.
PTS Contractors, Inc.
Northeast Asphalt, Inc.
Dolgencorp, LLC
Harp & Eagle, LTD.
Rettler Corporation
RW Management Group, Inc.
Midland Commercial Development

REDEVELOPMENT AUTHORITY
RESOLUTION #RDA 13-03

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

WHEREAS, the City and its Redevelopment Authority (RDA) desire to encourage economic development, development of underutilized land, expansion of its tax base and creation new jobs within the City; and

WHEREAS, the City created Tax Incremental District No. 7, City of De Pere (TID #7) for the benefit of the East Side Redevelopment District wherein the Council determined that not less than 50% of the area in said District was in need of rehabilitation or conservation work; and

WHEREAS, Wis. Stats. §§66.1337 and 66.1331 empower cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, the City and RDA believe that the development of a Walgreens drug store to be located between South Wisconsin Street and South Broadway Street (the "Property"), will be consistent with the East Side Redevelopment District and objectives set forth in the above paragraphs; and

WHEREAS, the City has determined that it is necessary to provide Developer with the incentives set forth in this Agreement to induce Developer to develop the Property as a Walgreens drug store and that the development more fully described in the Agreement will promote the revitalization and economic stability of TID #7; and

WHEREAS, the RDA has reviewed the Development Agreement between Midland (Wisconsin/Broadway) Associates, the City of De Pere and the Redevelopment Authority of the

City of De Pere, attached hereto and incorporated as Exhibit 1, and believes it to be in the interests of the RDA and City to enter into such Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Redevelopment Authority hereby approves of, adopts and authorizes the Chair to execute such Agreement as is attached as Exhibit 1 and further recommends approval and adoption thereof to the Common Council of the City of De Pere.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Redevelopment Authority of the City of De Pere, Wisconsin, this 18th day of June, 2013.

APPROVED:

William Patzke
Redevelopment Authority Chair Pro Tem

Ayes: _____

Nays: _____

RESOLUTION #13-81

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

WHEREAS, the City and its Redevelopment Authority desire to encourage economic development, development of underutilized land, expansion of its tax base and creation new jobs within the City; and

WHEREAS, the City created Tax Incremental District No. 7, City of De Pere (TID #7) for the benefit of the East Side Redevelopment District wherein the Council determined that not less than 50% of the area in said District was in need of rehabilitation or conservation work; and

WHEREAS, Wis. Stats. §§66.1337 and 66.1331 empower cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, the City and RDA believe that the development of a Walgreens drug store to be located between South Wisconsin Street and South Broadway Street (the "Property"), will be consistent with the East Side Redevelopment District and objectives set forth in the above paragraphs; and

WHEREAS, the City has determined that it is necessary to provide Developer with the incentives set forth in this Agreement to induce Developer to develop the Property as a Walgreens drug store and that the development more fully described in the Agreement will promote the revitalization and economic stability of TID #7; and

WHEREAS, the RDA has reviewed the Development Agreement between Midland (Wisconsin/Broadway) Associates, the City of De Pere and the Redevelopment Authority of the

City of De Pere, attached hereto and incorporated as Exhibit 1, and believes it to be in the interests of the RDA and City to enter into such Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into as of the ____ day of June, 2013, by and between MDCDC Acquisitions, Inc., as agent for and strictly on behalf of Midland (Wisconsin/Broadway) Associates, A Wisconsin Limited Partnership ("Developer"), the City of De Pere, a Wisconsin Municipal Corporation ("City") and the Redevelopment Authority of the City of De Pere, a quasi-Municipal Corporation (RDA).

RECITALS

- A. The City desires to encourage economic development, development of underutilized land, expansion of its tax base and creation new jobs within the City.
- B. The City created Tax Incremental District No. 7, City of De Pere (TID #7) for the benefit of the East Side Redevelopment District wherein the Council determined that not less than 50% of the area in said District was in need of rehabilitation or conservation work.
- C. Wis. Stats. §§66.1337 and 66.1331 empower cities to assist redevelopment projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes.
- D. The City and RDA believe that the development of a Walgreens drug store to be located between South Wisconsin Street and South Broadway Street, as shaded and shown on Exhibit A attached hereto and incorporated by reference herein (the "Property"), will be consistent with the East Side Redevelopment District and objectives set forth in the above paragraphs.
- E. The City has determined that it is necessary to provide Developer with the incentives set forth in this Agreement to induce Developer to develop the Property as a Walgreens drug store and that the development more fully described in this Agreement will promote the revitalization and economic stability of TID #7.
- F. In consideration of the incentives provided herein by the City, Developer desires to develop the Property as a Walgreens drug store.

AGREEMENTS

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

I. DEFINITIONS

1. Assessed Value has the meaning set forth in Wis. Stats. §70.32.
2. Developer means Midland (Wisconsin/Broadway) Associates, A Wisconsin Limited Partnership and its successors and assigns.
3. Guaranteed Value means \$2.5 million.
4. Term of Agreement means that period of time from the date this Agreement is enforced until December 31, 2033, the date on which TID #7 terminates.
5. The Property means the following parcels of land:
 - a. A parcel of land commonly known as 129 South Broadway Street, De Pere, Wisconsin and legally described as set forth on Exhibit B attached hereto and incorporated by reference herein. Developer has entered into an agreement to purchase this land from Carol C. Shier.
 - b. A parcel of land commonly known as 135 South Broadway Street, De Pere, Wisconsin and legally described as set forth on Exhibit B. Developer has entered into an agreement to purchase this land from the Kenneth J. Butz and Sylvia H. Butz Revocable Trust u/a/d 9/12/96.
 - c. A parcel of land commonly known as 413 Charles Street, De Pere, Wisconsin and legally described as set forth on Exhibit B. Developer has entered into an agreement to purchase this land from Thomas A. Bartel.
 - d. A parcel of land currently owned by the City, commonly known as tax key no. ED-833-1 and legally described as set forth on Exhibit B. As set forth below, City will convey this parcel of land to the Developer.

e. A parcel of land currently owned by the City, commonly known as tax key no. ED-814 and legally described as set forth on Exhibit B. As set forth below, City will convey this parcel of land to the Developer.

f. A parcel of land currently owned by the City, commonly known as tax key no. ED-821-1 and legally described as set forth on Exhibit B. As set forth below, City will convey this parcel of land to the Developer.

g. A parcel of land currently owned by the City, commonly known as approximately the southerly sixty feet (60') of tax key no. ED-818, and legally described as set forth on Exhibit B. As set forth below, City will convey this parcel of land to the Developer.

h. That portion of Charles Street and that portion of a public alley located within the Property. City agrees to vacate such portion of Charles Street and such portion of such public alley.

For convenience, the parcels of land referred to in subsections I.5.a, I.5.b and I.5.c above shall be referred to herein as the "Private Parcels". The parcels of land referred to in subsections I.5.d, I.5.e, I.5.f and I.5.g shall be referred to herein as the "City Parcels". The parcels of land referred to in subsection I.5.h shall be referred to herein as the "Vacated Parcels".

Upon completion of the construction of a Walgreens drug store on the Property, all references to the Property shall include all structures and appurtenances (i.e. parking lot, lighting) thereto.

II. OBLIGATIONS OF DEVELOPER

1. After: (i) Developer has acquired the Private Parcels; (ii) City has conveyed the City Parcels to Developer; and (iii) City has vacated the Vacated Parcels, Developer shall take all steps necessary, including demolition of existing structures and obtaining all necessary permits and approvals, to construct a Walgreens drug store on the Property and lease the same to Walgreens Co. Developer shall complete such Walgreens drug store and deliver the same to Walgreen Co. no later than February 2, 2015. Such Walgreens store shall be constructed in accordance with the general development plan and precise implementation plan approved by the City Council and RDA. Copies of the general development plan and precise implementation plan are attached and incorporated as Exhibits C and

D, respectively. The building shall be at least ten thousand (10,000) square feet in size.

2. Except as provided in subsection III.1.d., Developer shall be responsible for all costs associated with relocation of all utilities that currently run through the property.

3. Developer shall pay the purchase price for the City Parcels as set forth in subsection III.1.a. below.

4. In any calendar year that the Property does not have an assessed value at least equal to the Guaranteed Value, Developer shall pay to City an amount calculated to be the difference between: (i) what the real estate taxes would have been for such calendar year if the assessment of the Property was the Guaranteed Value and (ii) the actual real estate taxes for the Property for such calendar year. Such payment shall be due on or before October 15 of the year in which it is levied. If the tax rate is not known as of October 15 of the year in question, the assessment rate for the prior year shall be used. If not paid in full by October 15 of the year in which levied, the amount determined to be due under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.

5. Notwithstanding the foregoing, Developer's obligations to the City pursuant to subsection II.4 above shall not commence until the earlier to occur of: (i) January 1st of the year following Developer's completion of construction of the Walgreens drug store on the Property or (ii) January 1, 2015. Notwithstanding the foregoing or any contrary provision of this Agreement, Developer's obligations pursuant to subsection II.4 above shall terminate five (5) years after the cumulative incremental real estate taxes for the Property and any payments made by the Developer pursuant to Section II.4 above equal or exceed the total payments made by City to Developer pursuant to Section III.1.c and III.1.d below. The term "cumulative incremental real estate taxes" shall mean the aggregate amount by which real estate taxes received by the City relating to the Property for each calendar year, commencing with the real estate tax bill to be issued in December of 2015, exceed the real estate taxes to be received by the City relating to the Property pursuant to the real estate tax bill to be issued in December of 2014.

6. This subsection is intentionally blank.

7. For the Term of the Agreement (which shall not extend beyond December 31, 2033), Developer hereby agrees that it shall not, without the prior written consent of the City, sell or lease any portion of the Property to an entity whereby such sale or lease would cause such portion of the Property to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developers' successors and assigns. Developer further agrees that it will place a restriction in any deed conveying the Property during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause same or any portion thereof to become tax exempt.

8. Developer shall keep and maintain the Property in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable development, ordinary wear and tear and obsolescence excepted.

9. Developer shall have no obligations to City except as expressly set forth in this Agreement.

10. Should Developer fail to complete construction of the Walgreens drug store as required by this Agreement, Developer shall, within 60 days of receipt of its Notice of Default from City:

a. Convey to City by Warranty Deed all City property conveyed to Developer;

b. Convey to City by Quit Claim Deed all property received through vacation; and

c. Return all grant monies paid to Developer under subsections III.1.c. and d.

Upon Developer's compliance with subsections II.10.a, II.10.b and II.10.c above this Agreement shall terminate and neither party shall have any further obligations pursuant to this Agreement.

III. OBLIGATIONS OF CITY

1. The City shall:

a. On or prior to the date that Developer acquires the Private Parcels, convey the City Parcels to Developer, via warranty deed, free and clear of all liens and encumbrances. Developer shall provide the City with at least thirty (30) days advance written notice of the date that Developer intends to acquire the Private Parcels. On the date of such conveyance, Developer shall pay to the City a purchase price equal to Thirty Six Thousand Dollars (\$36,000.00).

b. On or prior to the date that Developer acquires the Private Parcels, vacate the Vacated Parcels, by all appropriate City action (including appropriate resolutions and ordinances), so that the Developer owns the Vacated Parcels free and clear of all liens and encumbrances.

c. On or prior to the date that Developer acquires the Private Parcels, pay to the Developer a grant in the amount of Thirty Six Thousand Dollars (\$36,000.00).

d. On or prior to the date that Developer completes relocation of the Green Bay Metropolitan Sewerage District sanitary sewer interceptor, pay to the Developer a grant in the amount of Two Hundred Fifty Eight Thousand Dollars (\$258,000.00), which Developer shall apply to the costs of relocating the sanitary sewer and storm sewer mains that currently run through the Property and to other public infrastructure costs incurred by Developer.

e. Apply for a Site Assessment Grant ("SAG") to be granted to the City from the Wisconsin Economic Development Corporation per an application to be prepared by Developer's attorney and, if any such grant is awarded to the City, the City will receive and use such grant for the benefit of Property, in accordance with the requirements of such grant and the requirements of the application for such grant. Developer shall fund and conduct all Site Assessment activities, including providing proof of all WEDC required match expenditures to determine the degree and extent of contamination relating to, both onsite and offsite, the Property and how to manage the disposal of the soils from the redevelopment of the Property. Such activities will consist of advancing soil borings and groundwater wells and subsequent sampling and laboratory analysis. Other activities associated with the SAG will include demolition of buildings, soil vapor testing, and filing all necessary reports and other documents as required by the WEDC. Once Developer pays for the qualifying Site Assessment activities, the Developer will submit the appropriate documentation including all applicable costs and verification of the payment for the match funds for reimbursement through the City to the WEDC. The Developer further agrees to comply with and follow the terms and conditions of the SAG and to indemnify the City for claims (from the City and also from third parties) arising out of the Developer's negligent conduct of the Site Assessment activities, any violations of the terms and conditions of the SAG and any violations of law.

2. City shall assess the Property in accordance with all real estate valuation requirements for similar commenced properties under Wis. Stats. §70.32.

3. City shall have no obligations to Developer except as expressly set forth in this Agreement.

IV. CONTINGENCIES

Developer and City agree that this Agreement and the parties' respective obligations hereunder are contingent upon Developer acquiring the Private Parcels and obtaining a fully executed lease of the Property from Walgreens no later than December 31, 2013. If Developer fails to acquire the Private Parcels and obtain such fully signed lease by such date, this Agreement shall become null and void and of no further force and effect.

Developer and City hereby acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms and conditions set forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Agreement on the basis that Developer's acquisition of the Private Parcels and Developer's obtaining a fully signed Walgreens lease for the Property shall be subject to terms and conditions subject to the sole discretion of Developer. City acknowledges and agrees that Developer has spent and will spend significant time and money attempting to acquire the Private Parcels and obtaining such signed lease and the expenditure of such time and money by Developer constitutes good and sufficient consideration to City to grant Developer the time set forth in this Agreement to acquire the Private Parcels and obtain such fully signed lease.

V. DEFAULTS AND REMEDIES

1. Except as provided in subsection II.10 above, a party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion. If a party does not cure or undertake to cure a default within the time periods set forth above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

2. No party shall be considered in breach or default of its obligations pursuant to this Agreement in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of such party shall be extended for the period of the

enforced delay as determined in good faith by all parties; provided that the party claiming enforced delay shall, within thirty (30) days after the beginning of such enforced delay, have first notified the other parties thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, the parties agree to grant a sufficient extension to permit such procurement.

3. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event or default or breach. No waiver made by any party with respect to the performance or manner or time of any obligation of another party under this Agreement shall be considered a waiver of any rights of the waiving party to enforce any other obligations of the other party.

4. Costs of Enforcement. In the event that either party commences litigation relating to any default by the other party concerning this Agreement or any of the terms and conditions contained herein, the non-prevailing party in such litigation shall, upon demand, reimburse to the prevailing party all of the prevailing party's reasonable costs, charges, and expenses, including the reasonable fees of counsel, agents and others retained by the prevailing party relating to such litigation.

VI. MISCELLANEOUS PROVISIONS

1. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof. This Agreement may only be amended by a written agreement signed by all of the parties.

2. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

3. This Agreement, or a memorandum hereof, may be recorded by any party in the Office of the Register of Deeds for Brown County.

4. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin.

5. Time of Essence. Time is of the essence with respect to all dates, deadlines and time periods in this Agreement.

6. Notices. Any notice or other communication required or permitted to be sent or given hereunder shall be in writing and shall be deemed given when (i) delivered in person; (ii) sent by United States certified mail, postage prepaid, return receipt requested or delivered to a nationally recognized overnight carrier such as Federal Express, addressed to City or Developer, as the case may be; (iii) sent by facsimile transmission to the fax number of City or Developer, as the case may be; or (iv) e-mailed to the e-mail address of the City or Developer, as the case may be, all as follows:

Developer: MCDC Acquisitions, Inc., as agent for and strictly on behalf of Midland (Wisconsin/Broadway) Associates, A Wisconsin Limited Partnership
Attention: Steve Rolfe
W228 N745 Westmound Drive
Waukesha, WI 53186
Fax number: (262) 549-1725
E-mail address: srolfe@midland-commercial.com

cc: Victor A. Kornis
Mawicke & Goisman, S.C.
1509 North Prospect Avenue
Milwaukee, WI 53202
Fax number: (414) 224-9359
E-mail address: vkornis@dmgr.com

City: City Clerk-Treasurer
City of De Pere
335 South Broadway Street
De Pere, WI 54115
Fax number: (920) 330-9491
E-mail address: dpclerk@mail.de-pere.org

cc: City Attorney
City of De Pere
335 South Broadway Street
De Pere, WI 54115
Fax number: (920) 339-4049
E-mail address:
jschmidt-lehman@mail.de-pere.org

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

8. Assignment. City acknowledges that MCDC Acquisitions, Inc. ("MCDC") has executed this Agreement, as agent for and strictly on behalf of the Developer). Developer shall not be formed until the satisfaction of the contingencies set forth in Section IV above. At such time as Developer is formed, MCDC will assign this Agreement to Developer and MCDC shall no longer have any liabilities or obligations under this Agreement. Developer may not thereafter assign this Agreement to any other party until such time as Developer has completed construction of a Walgreens drug store on the Property. However, at any time after completion of construction of such Walgreens drug store, Developer (including its successors and assigns) may assign this Agreement to any other party provided that: (i) at least 30 days prior to such assignment the then Developer shall provide written notice of the same to the City and (ii) at the time of such assignment the then Developer is in full compliance with all of Developer's obligations under this Agreement. The consent or approval of the City shall not be required for any such assignment, however the City may withhold its consent or approval of any assignment if the Developer is in not then in full compliance with all of Developer's obligations under this Agreement. Provided that Developer is in full compliance with all of Developer's obligations under this Agreement at the time of any assignment, Developer shall have no further obligations under this Agreement after such assignment.

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

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

DEVELOPER: MCDC Acquisitions, Inc., as agent for and on strictly on behalf of Midland (Wisconsin/Broadway) Associates, A Wisconsin Limited Partnership

By: _____
Steve Rolfe, President

CITY: City of De Pere

By: _____
Michael J. Walsh, Mayor

And: _____
Shana L. Defnet, City Clerk - Treasurer

Approved as to form:

Judith Schmidt-Lehman, City Attorney

EXHIBIT A Drawing of Property

CERTIFIED SURVEY MAP NO. _____ Sheet 1 of 5
 Being a redivision of Outlot 1, Outlot 2 and part of Lot 2 of Volume 54, Certified Survey Maps, Page 312,
 Map No. 7902; Lot 1 of Volume 14, Certified Survey Maps, Page 231, Map No. 2868;
 Lot Seven (7) and part of Lot Eight (8), Block Eighteen (18), Original Plat of De Pere,
 and vacated Charles Street and public alley
CITY OF DE PERE, BROWN COUNTY, WISCONSIN

SURVEYOR/ENGINEER:
 JOHN R. STIGLER, RLS
 JAHNKE & JAHNKE ASSOC., INC.
 711 WEST MORELAND BLVD.
 WAUKESHA, WI. 53185-2479
 PHONE: (262) 542-6797

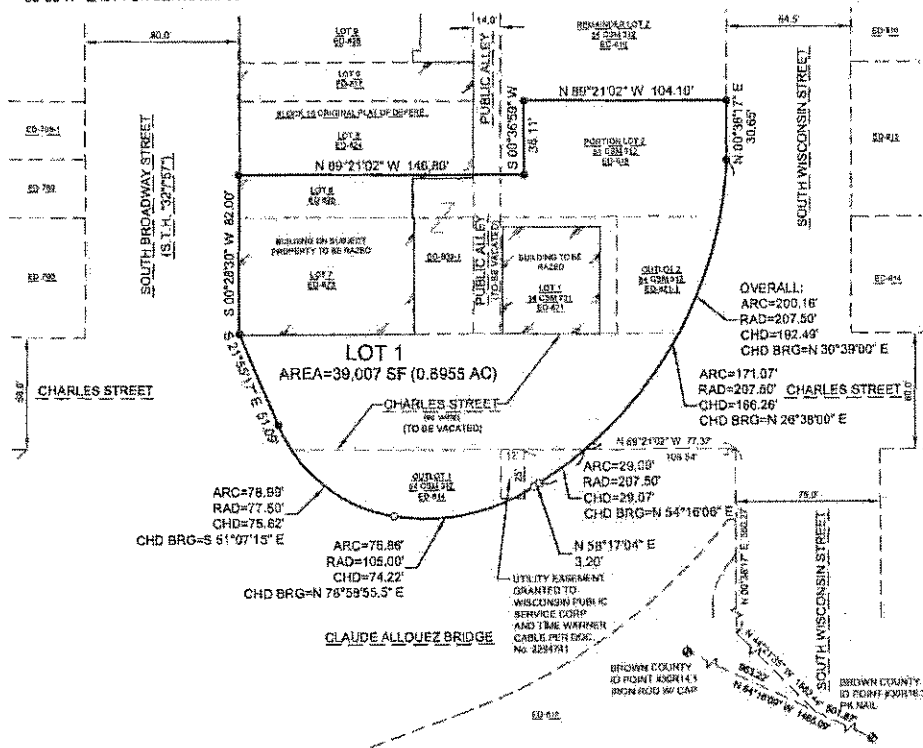
OWNER/SUBDIVIDER:
 MIDLAND (WISCONSIN/BROADWAY)
 ASSOCIATES, A WISCONSIN LIMITED
 PARTNERSHIP
 W228 N745 WESTMOUND DRIVE
 WAUKESHA, WI 53186

LEGEND:
 ◄- IRON PIPE 18" x 1" DIA. (PLACED)
 1.13+ LBS. PER LIN. FT.
 ○- IRON PIPE/ROD (FOUND)
 ●- CONC. MON. (FOUND)



REFERENCE BEARING: BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM. THE WESTERLY RIGHT OF WAY OF WISCONSIN STREET BEARS NORTH 00°38'17" EAST PER CERTIFIED SURVEY MAP No. 7802.

NOTE: SEE PROPOSED UTILITY EASEMENT ON SHEET 2.



John R. Stigler
 JOHN R. STIGLER - Wis. Reg. No. S - 1820
 DATED THIS 12th DAY OF December, 2012
 REVISED THIS 7th DAY OF May, 2013
 REVISED THIS 15th DAY OF May, 2013
 INSTRUMENT DRAFTED BY JOHN R. STIGLER

FILE NAME: S8114CSM.DWG
 P.S. MISCELLANEOUS 25

EXHIBIT B
Legal Descriptions of Property

129 South Broadway:

The South Twenty-two (22) feet of Lot Eight (8), Block Eighteen (18), except the East Thirty-one (31) feet thereof, Original Plat of the Village of De Pere, in the City of De Pere, East Side of Fox River, Brown County, Wisconsin.

135 South Broadway:

Lot Seven (7), except the East Thirty-one (31) feet, Block Eighteen (18), Original Plat of the Village of De Pere, East Side of Fox River, in the City of De Pere, Brown County, Wisconsin.

413 Charles Street:

Lot One (1), Volume 14 of Certified Survey Maps, Page 231, Map Number 2868, said lot being part of Lot Six (6), Block Eighteen (18), Original Plat of the Village of De Pere, East side of Fox River, in the City of De Pere, Brown County, Wisconsin.

Tax Key No. ED-833-1:

The West Eighteen (18) feet of Lots One (1) and Two (2); and East Thirty-one (31) feet of Lot Seven (7); and the East Thirty-one (31) feet of the South Twenty-two (22) feet of Lot Eight (8); and the East Thirty-seven (37) feet of the South Eighteen (18) feet of the North Thirty-two and Five Tenths (32.5) feet of Lot Ten (10); and the East Thirty-seven (37) feet of the North Fourteen and Five Tenths (14.5) feet of Lot Ten (10); and the East Thirtyseven (37) feet of the South Eighteen (18) feet of Lot Eleven (11); and the East Thirty-nine (39) feet of the North Forty-two (42) feet of Lot Eleven (11); and the East Thirty-nine (39) feet of the South Twenty-four (24) feet of Lot Twelve (12); and the East Thirty-seven (37) feet of the North Thirty-six (36) feet of Lot Twelve (12), all being in Block Eighteen (18), Original Plat of the Village of De Pere, in the City of De Pere, East Side of Fox River, Brown County, Wisconsin.

Tax Key No. ED-814:

Outlot One (1) of Volume 54, Certified Survey Maps, Page 312, Map Number 7902, said lot being part of Lots One (1) and Twelve (12), Block Seventeen (17), Original Plat of the Village of De Pere, and a part of vacated alley, all being in the City of De Pere, East Side of Fox River, Brown County, Wisconsin.

Tax Key No. ED-821-1:

Outlot Two (2) of Volume 54, Certified Survey Maps, Page 312, Map Number 7902, said lot being part of Lot Two (2) of Certified Survey Map No. 2868, being a part of Lot Six (6), Block Eighteen (18), Original Plat of the Village of De Pere, and a part of vacated alley, all being in the City of De Pere, East Side of Fox River, Brown County, Wisconsin.

Tax Key No. ED-818:

All that part of Lot Two (2) of Volume 54, Certified Survey Maps, Page 312, Map Number 7902, said lot being part of Lots Three (3), Four (4) and Five (5), Block Eighteen (18), Original Plat of the Village of DePere, and a part of vacated alley, all being in the City of DePere, East Side of Fox River, Brown County, Wisconsin, bounded and described as follows: Beginning at the Southwest corner of said Lot 2; thence South 89°21'02" East along the South line of said Lot 2, 112.76 feet to the West right-of-way line of South Wisconsin Street; thence Northerly 29.55 feet along said West right-of-way line and the arc of a curve, radius of 207.50 feet, center lies to the West, chord bears North 07°05'49.5" East 29.53 feet; thence North 00°38'17" East 30.65 feet; thence North 89°21'02" West 116.10 feet; thence South 00°36'59" West 60.00 feet to the place of beginning.

EXHIBIT C
General Development Plan

See 17 following pages

STORE # 15637

Walgreens

S. BROADWAY ST.
& S. WISCONSIN ST.
DE PERE, WI

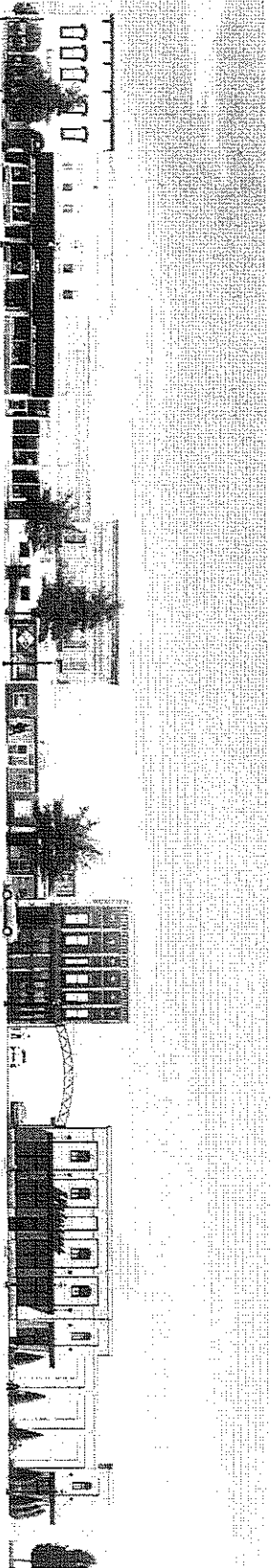
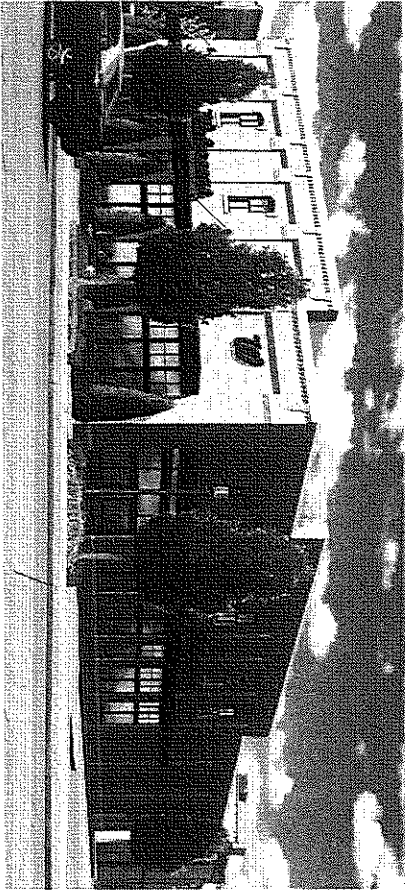
REVISED SUBMITTAL 03-04-13

PRINCIPALS

OWNER
Walgreens
2000 S. Broadway St.
De Pere, WI 53528
608.323.3330

DESIGNER
The Albion Group
1243 North 10th Street
Suite 100
Milwaukee, WI 53233
414.223.3330
www.albionarch.com

ARCHITECT
The Albion Group, Inc.
1243 North 10th Street
Suite 100
Milwaukee, WI 53233
414.223.3330



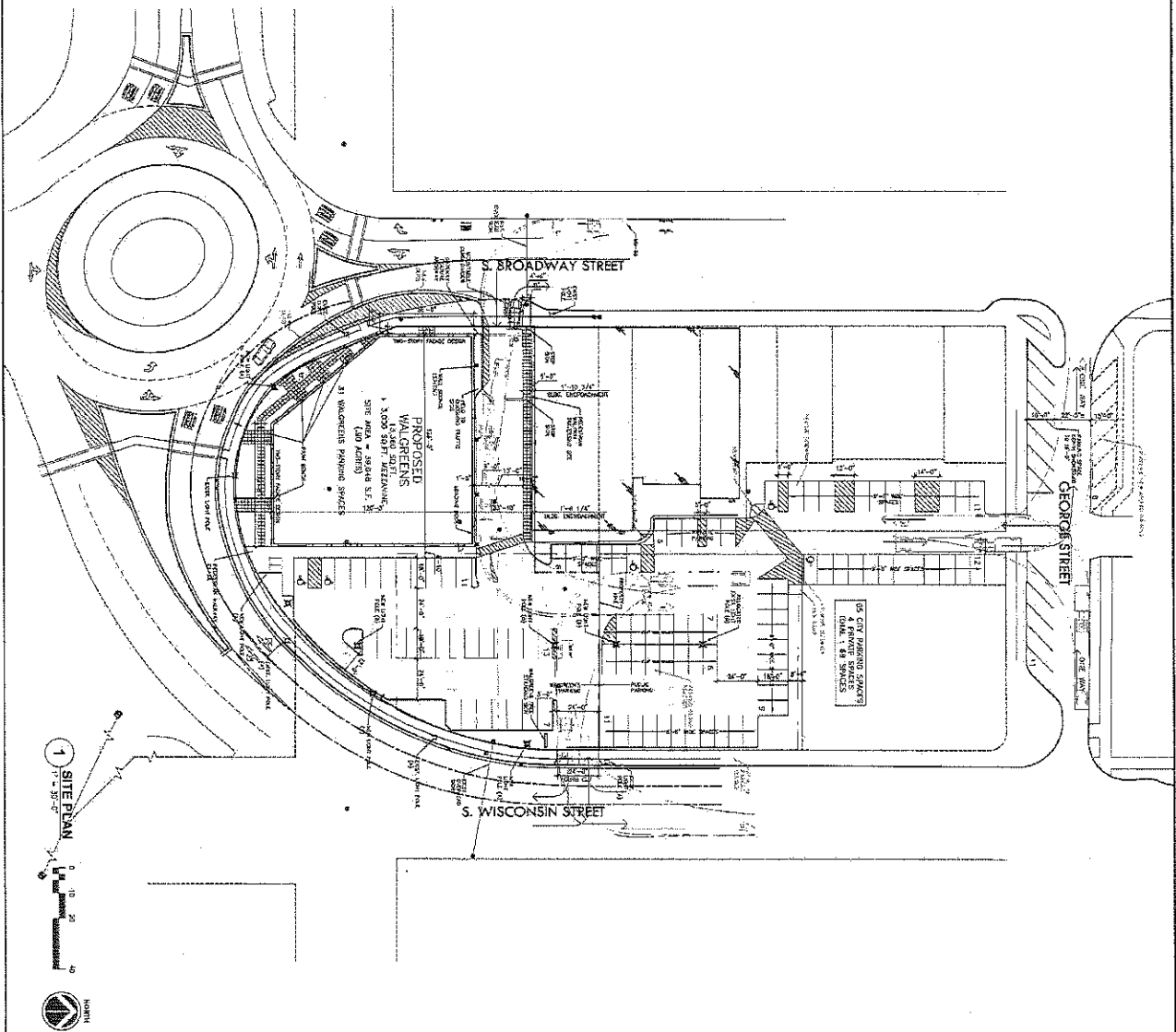
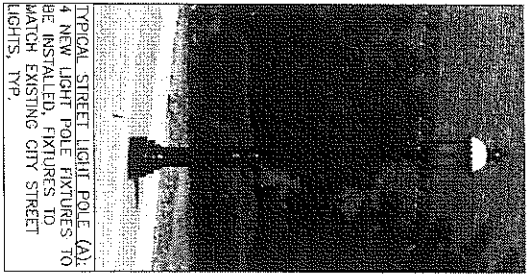
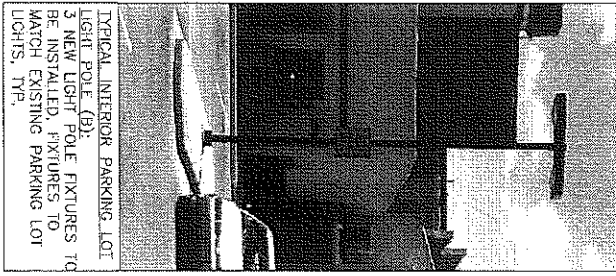
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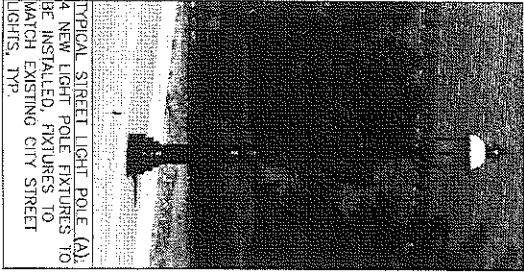
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	<p>PROJECT: WALGREENS</p> <p>ADDRESS: S BROADWAY ST. & S WISCONSIN ST. DE PERE, WI</p>	<p>REVISIONS</p> <p>NO. DATE DESCRIPTION</p>	<p>THE ALBION GROUP ARCHITECTS</p> <p>1243 North 10th Street Suite 100 Milwaukee, WI 53233 414.223.3330 www.albionarch.com</p>



C-100	GENERAL PROJECT DATA & SITE PLAN					
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	REVIEWED:	S. BROADWAY ST. & S. WISCONSIN ST. D'D PERE, WI				
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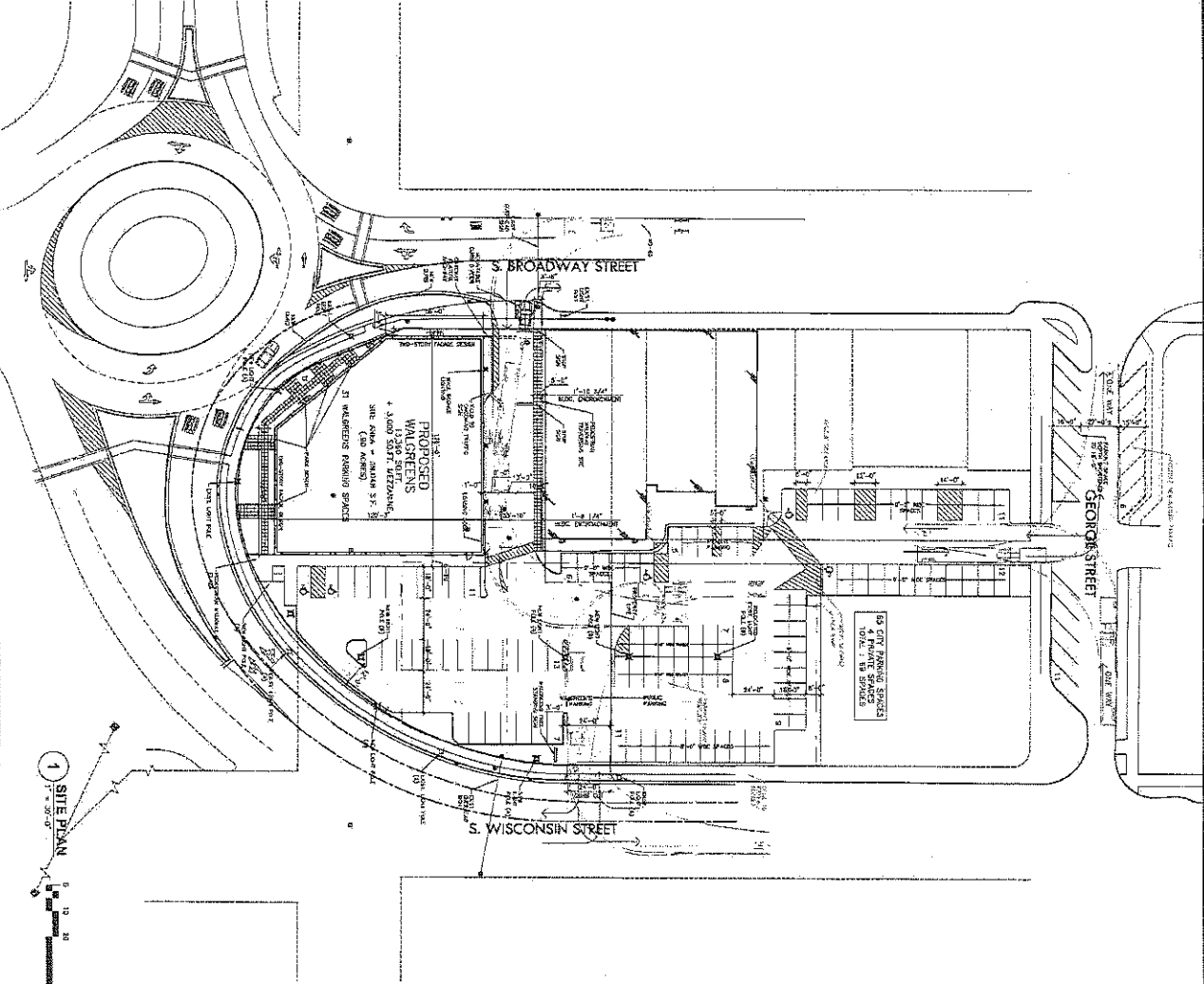
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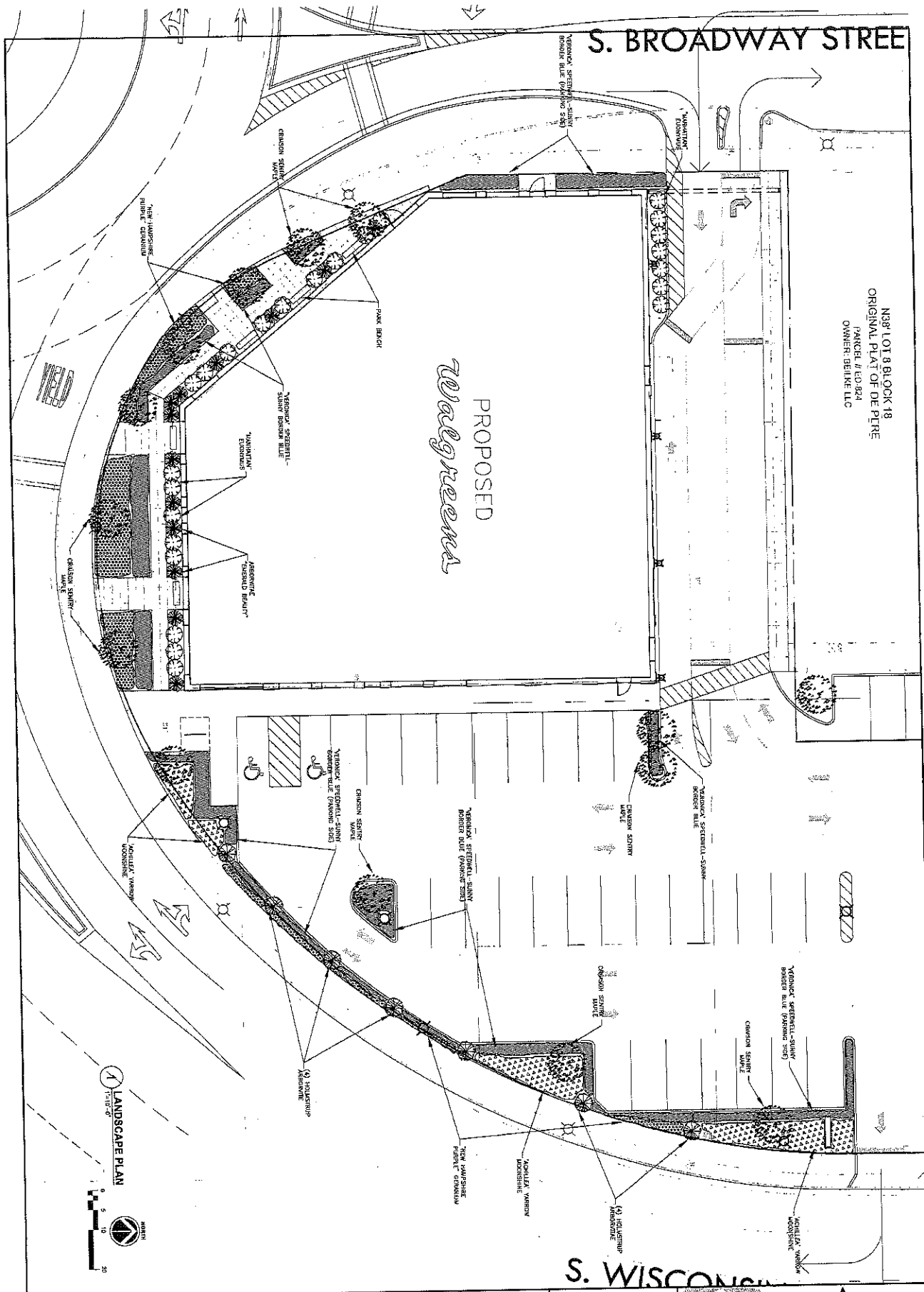
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 MATCH EXISTING CITY STREET
 LIGHTS, TYP.



TYPICAL INTERIOR PARKING LOT
 LIGHT POLE (B)
 3 NEW LIGHT POLE FIXTURES TO
 BE INSTALLED, FIXTURES TO
 MATCH EXISTING PARKING LOT
 LIGHTS, TYP.



C-100	GENERAL PROJECT DATA & SITE PLAN																																																											
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	DRAWN BY	WALGREENS																																																										
	REVIEWED BY	S. BROADWAY ST & S. WISCONSIN ST. DE PERE, WI																																																										
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LANDSCAPING SCHEMATIC

CADD FLOT: 1-100

STAKE NUMBER 15637

WALGREENS

S. BROADWAY ST. & S. WISCONSIN ST.

DE PERE, WI

NO. DATE BY

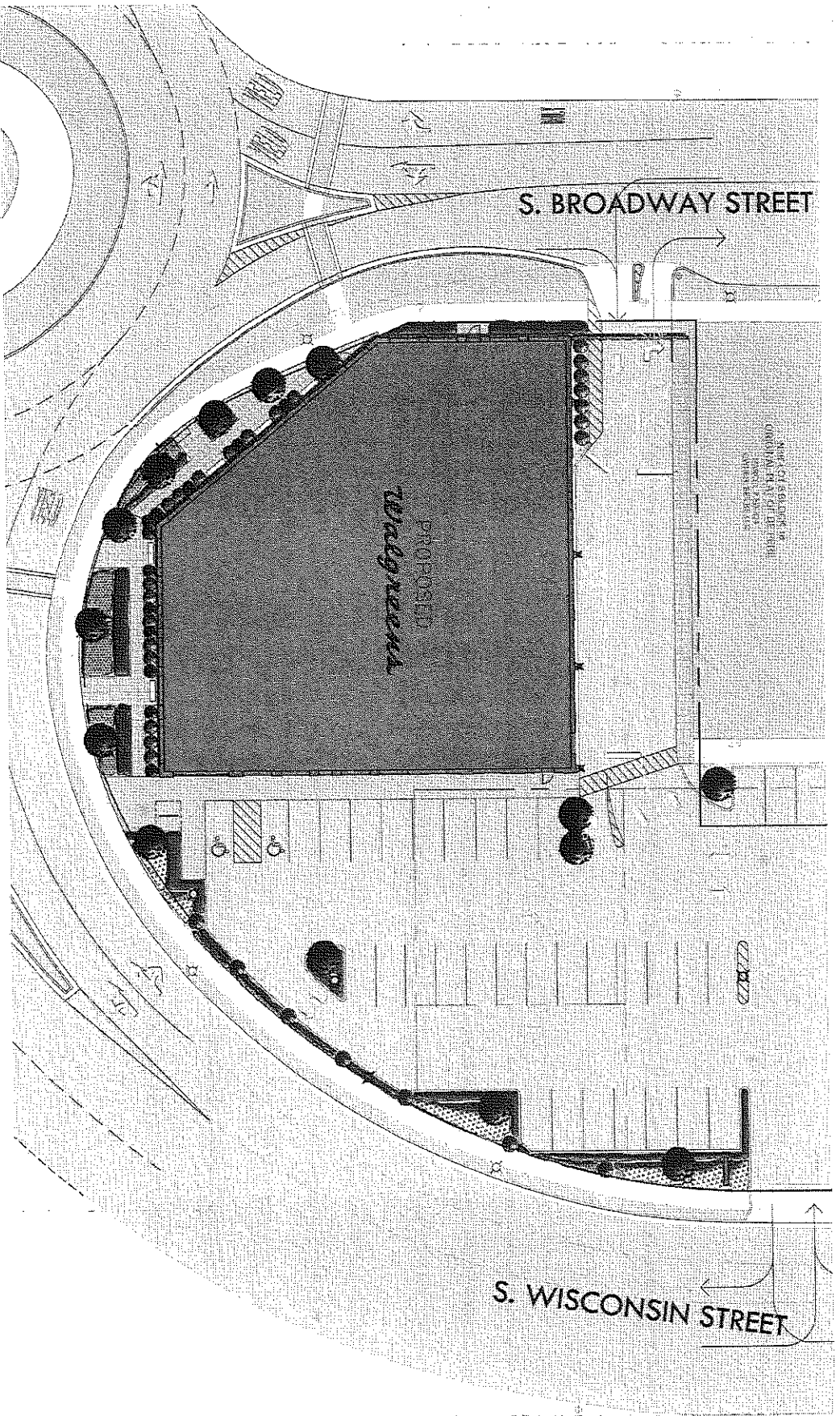
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ARCHITECTS

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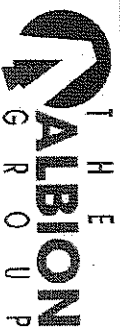
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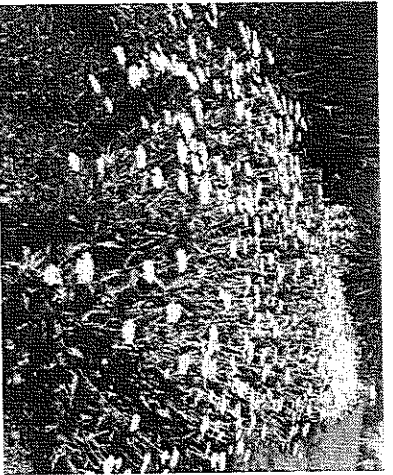
Walgreens

S. Broadway & S. Wisconsin St. | De Pere, WI

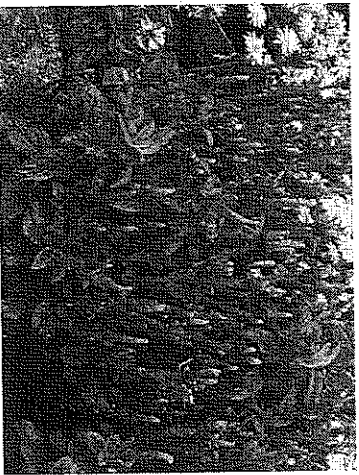




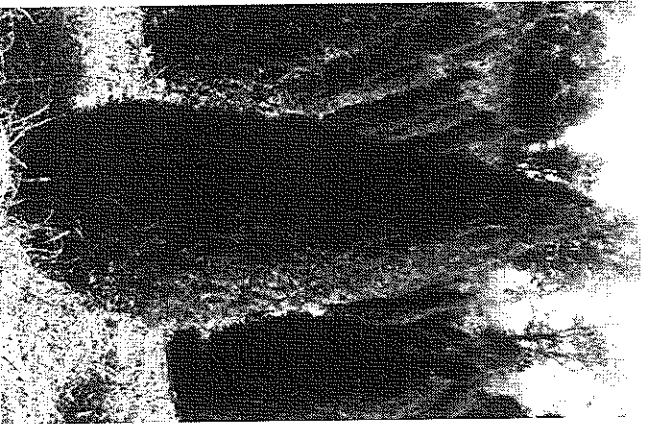
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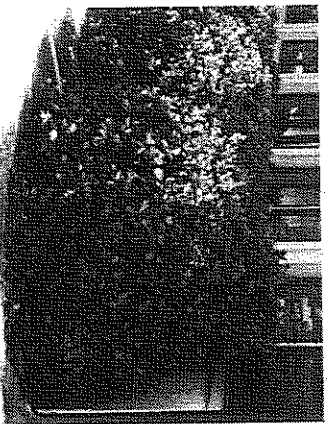
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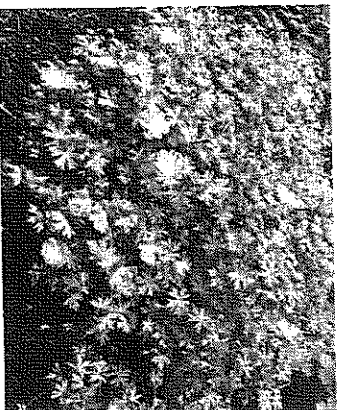
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MANHATTAN EUONYMUS

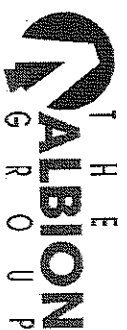


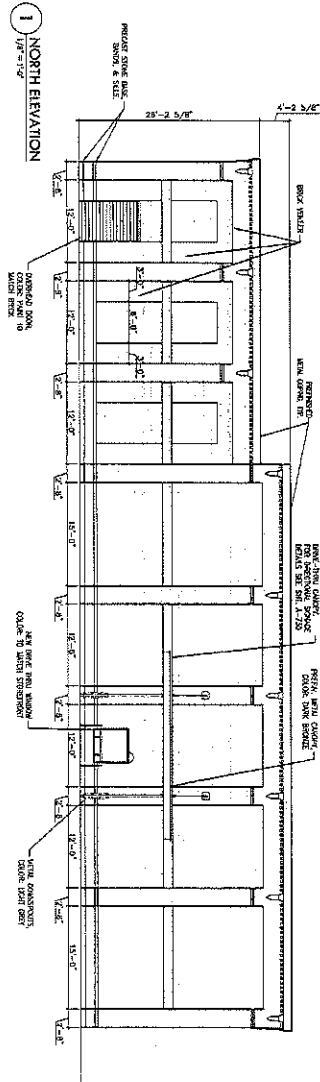
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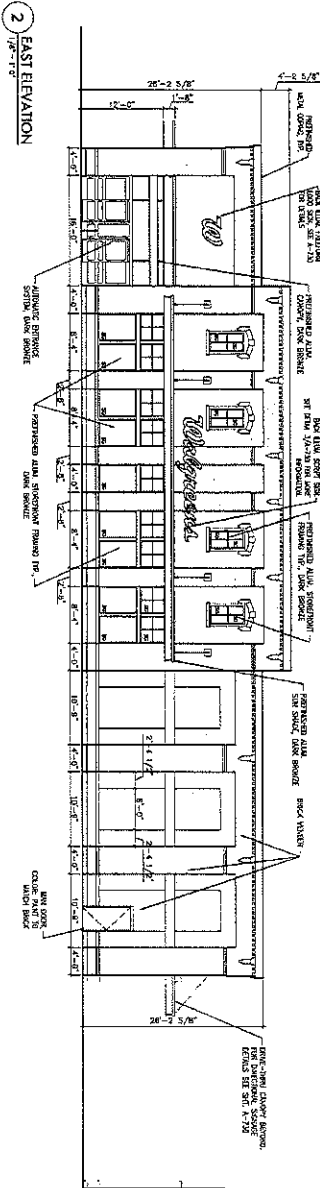
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Walgreens - Landscape Plant Selections
S. Broadway St. & S. Wisconsin St. De Pere, WI





1 NORTH ELEVATION
1/8" = 1'-0"



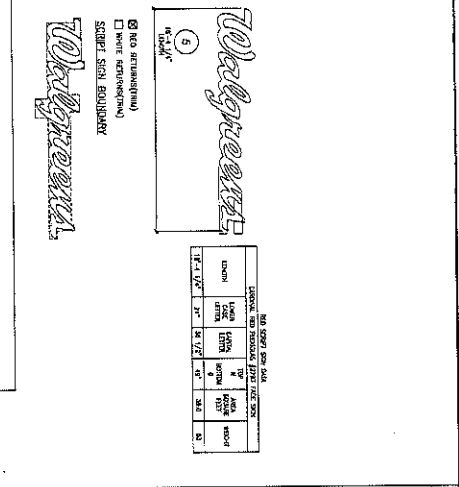
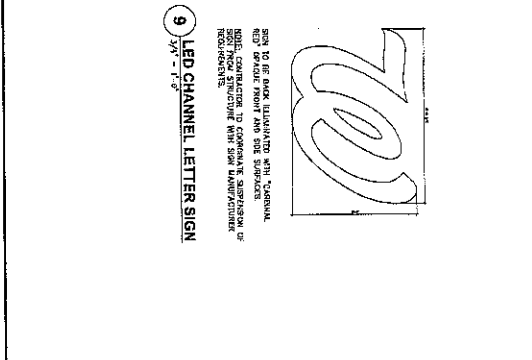
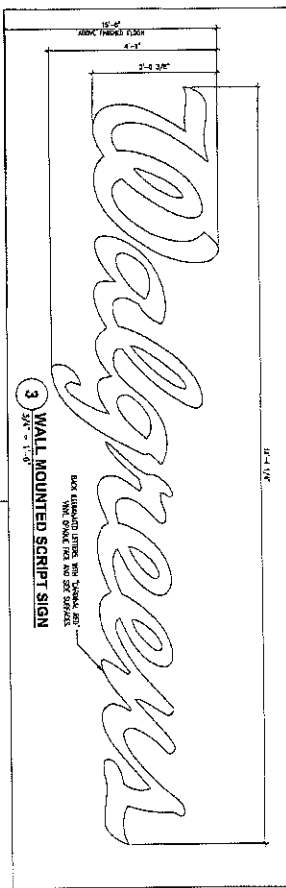
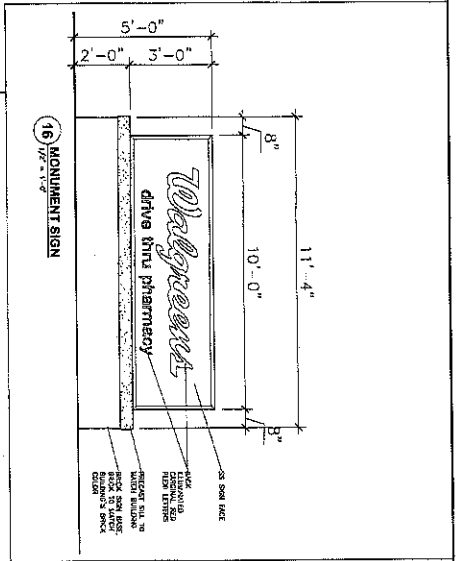
2 EAST ELEVATION
1/8" = 1'-0"

EXTERIOR BUILDING ELEVATIONS		REVISIONS	
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REVIEWED:	S. BROADWAY ST. & S. WISCONSIN ST.	01-11-10	PMW
	DE PERE, WI	01-26-10	PMW
		02-05-10	CPJ
PROJ. NO. 1738-06			

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SIGN SPECIFICATION

1. SIGNIFICANT CONSIDERATIONS:
 - a. SIGNIFICANT CONSIDERATIONS: ALL SIGNS, WHETHER ELECTRICAL, CONSTRUCTION & SIGN CONSTRUCTION, SHALL BE INSTALLED AFTER THE SIGN HAS BEEN OBTAINED IN A FINAL, COMPLETED STATE. THE SIGN SHALL BE INSTALLED IN A FINAL, COMPLETED STATE. THE SIGN SHALL BE INSTALLED IN A FINAL, COMPLETED STATE.
2. ELECTRICAL CONSTRUCTION:
 - a. ALL ELECTRICAL CONSTRUCTION SHALL BE INSTALLED BY A LICENSED ELECTRICIAN AND SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
 - b. ALL ELECTRICAL CONSTRUCTION SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
 - c. ALL ELECTRICAL CONSTRUCTION SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
3. SIGN CONSTRUCTION:
 - a. ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
 - b. ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
 - c. ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
4. SIGN RESPONSIBILITY:
 - a. THE SIGN MANUFACTURER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION AND INSTALLATION OF THE SIGN.
 - b. THE SIGN MANUFACTURER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION AND INSTALLATION OF THE SIGN.
 - c. THE SIGN MANUFACTURER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION AND INSTALLATION OF THE SIGN.

WORK RESPONSIBILITY

SIGN MANUFACTURER

CONSTRUCTION SIGN

LED CHANNEL LETTER SIGN

DRIVE THRU SIGN

CLEARANCE SIGN

NO.	DATE	BY	REVISIONS
1	01/01/10	PAUL	REVISED SUBMITTAL
2	01/01/10	PAUL	REVISED SUBMITTAL
3	01/01/10	PAUL	REVISED SUBMITTAL
4	01/01/10	PAUL	REVISED SUBMITTAL
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14	01/01/10	PAUL	REVISED SUBMITTAL
15	01/01/10	PAUL	REVISED SUBMITTAL
16	01/01/10	PAUL	REVISED SUBMITTAL

EXTERIOR SIGN DATA

STORE NUMBER 15637

WALGREENS

S. BROADWAY ST. & S. WISCONSIN ST.

DE PERE, WI

A-730

PROJECT NO. 120206

ALBION ARCHITECTS

1243 North 10th Street

Suite 100

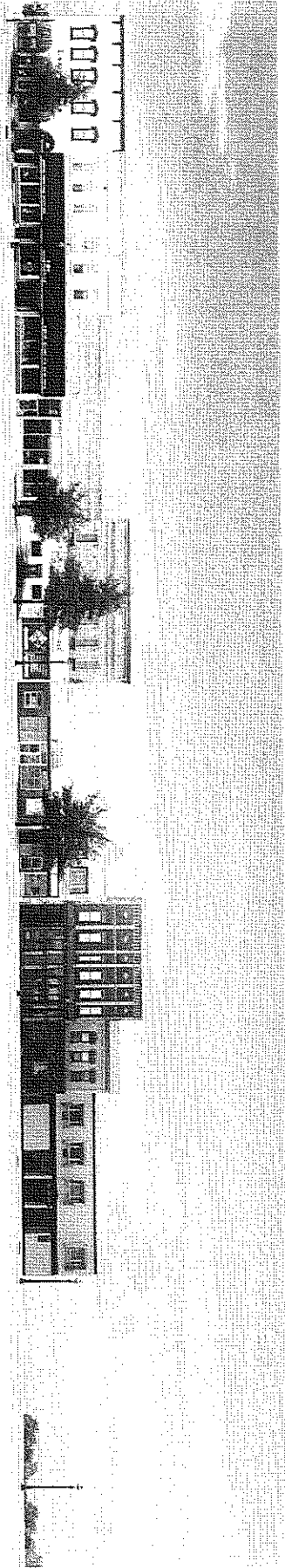
Milwaukee, WI 53205

414.223.3330 p.

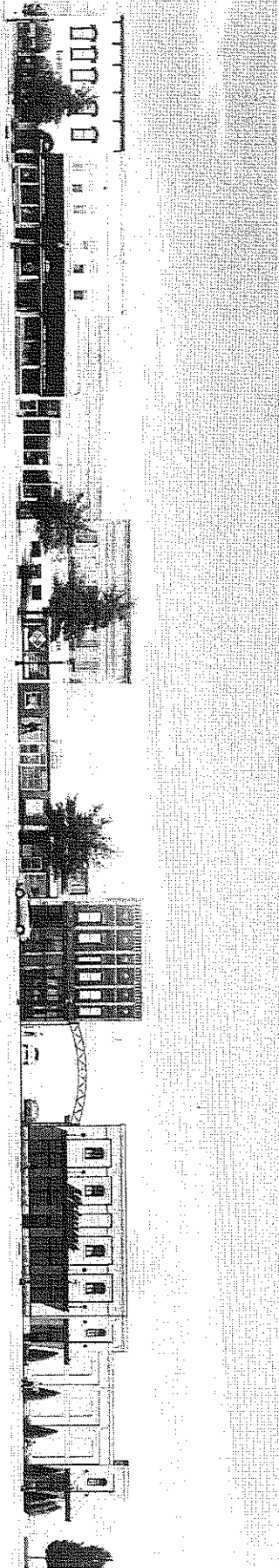
414.223.3340 f.

www.albionarch.com

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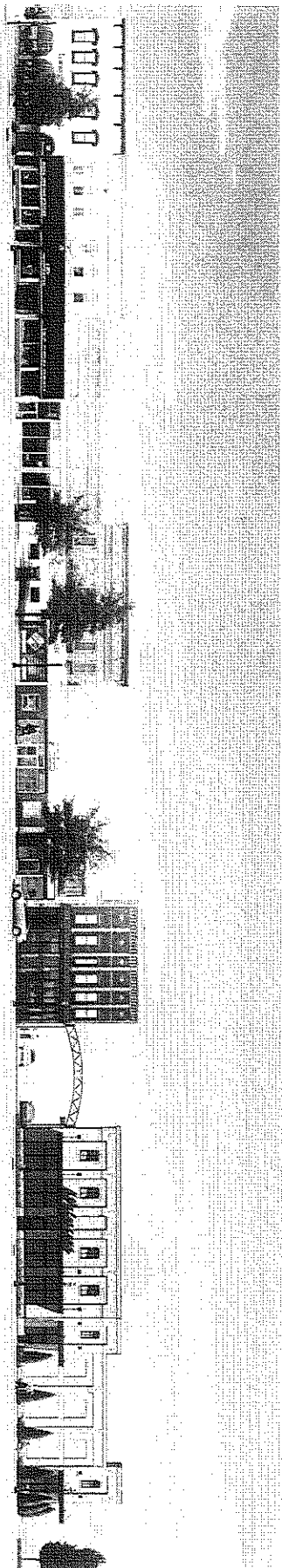


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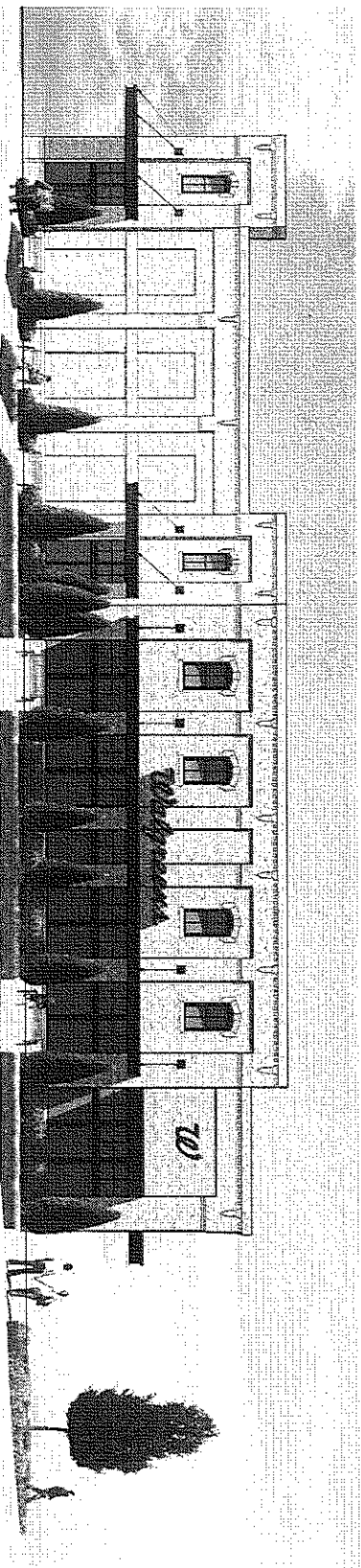


WEST - PROPOSED S. BROADWAY ST. ELEVATION

Walgreens
S. Broadway St. & S. Wisconsin St. De Pere, WI
(3 of 3)

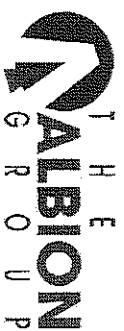


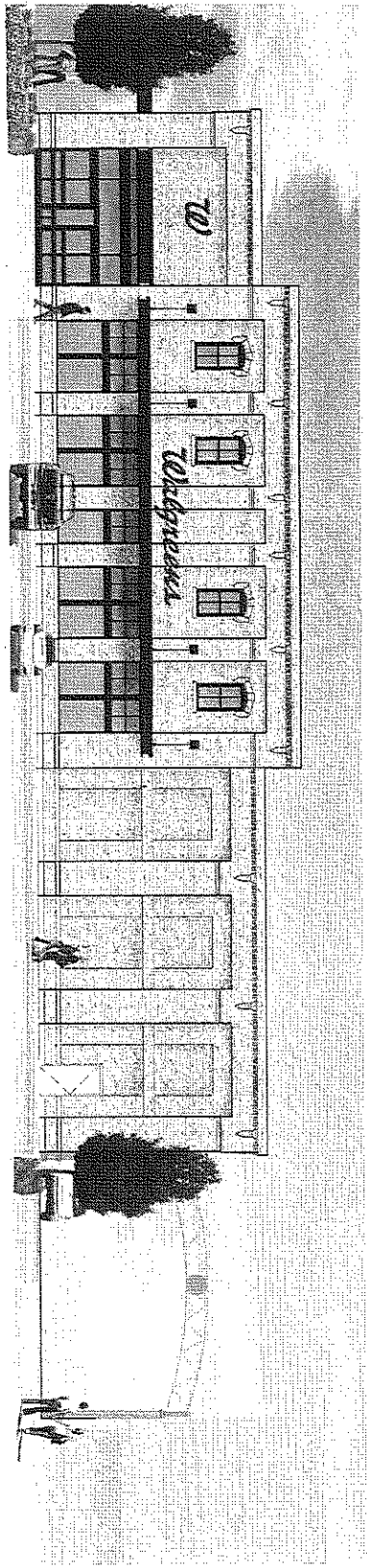
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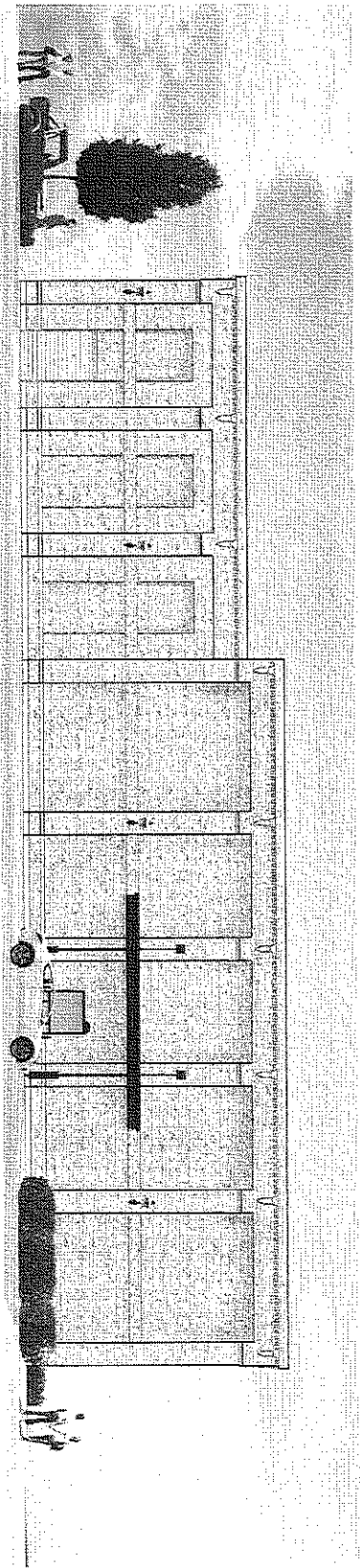
SOUTH ELEVATION

Walgreens
S. Broadway St. & S. Wisconsin St. De Pere, WI
(1 of 3)



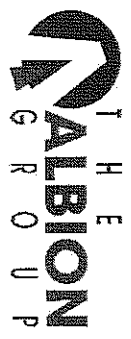


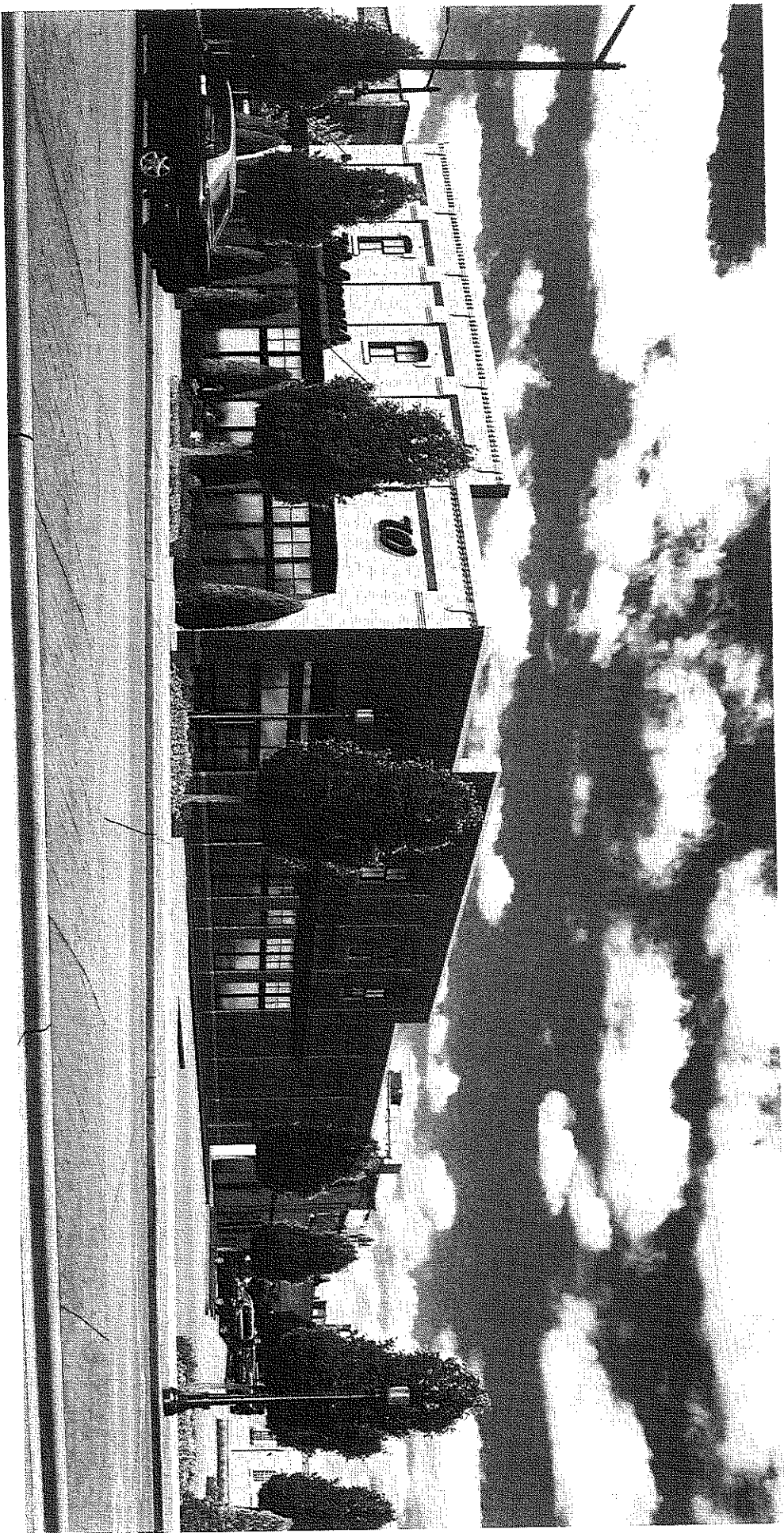
EAST ELEVATION



NORTH ELEVATION

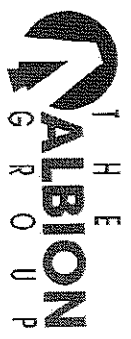
Walgreens
S. Broadway St. & S. Wisconsin St. De Pere, WI
(2 of 3)





PERSPECTIVE TO NW FROM SOUTH SIDE OF S. WISCONSIN ST.

Walgreens
S. Broadway & S. Wisconsin St. | De Pere, WI

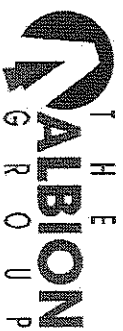


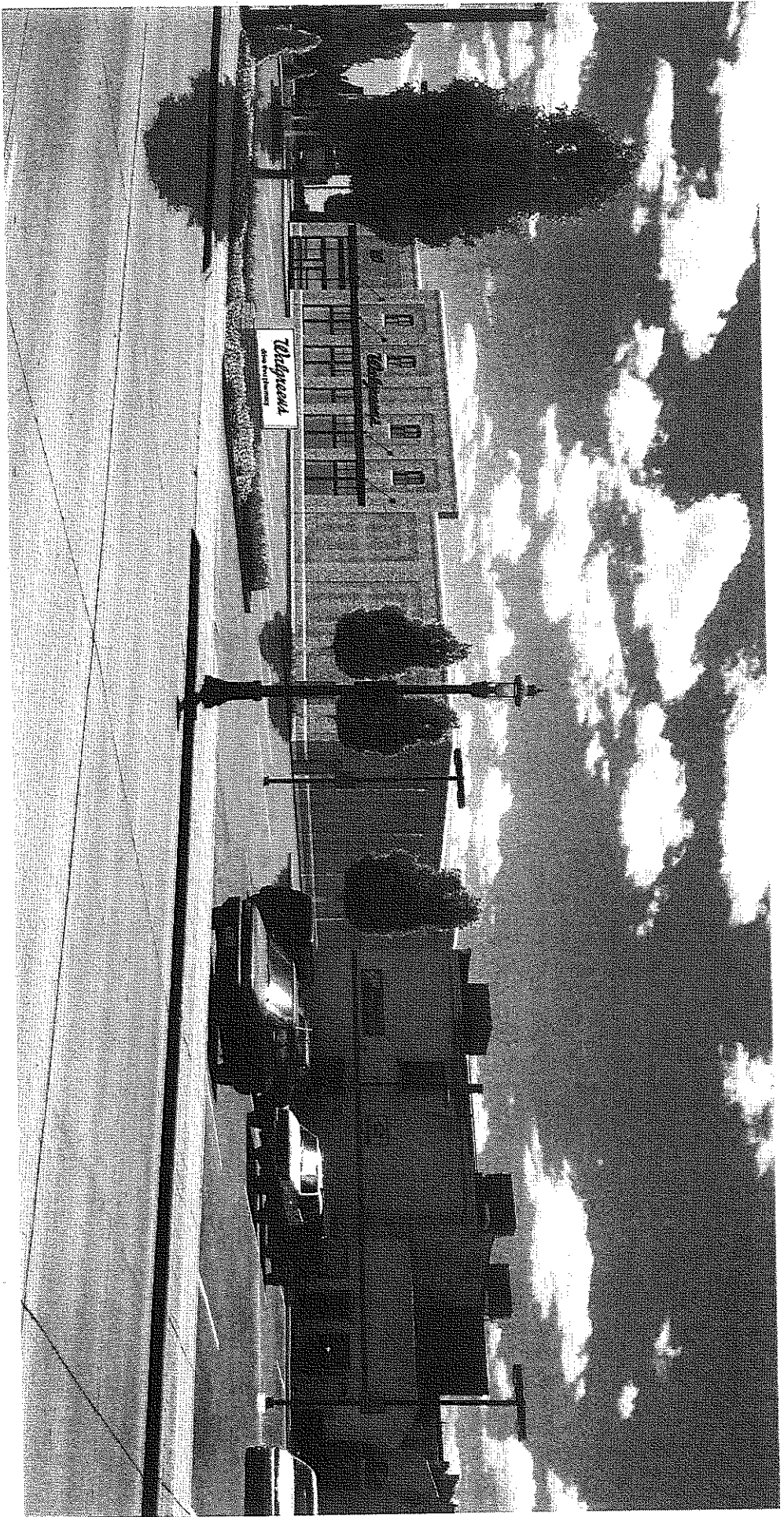


STREET PERSPECTIVE FROM NW LOOKING SE ALONG S. BROADWAY ST.

Walgreens

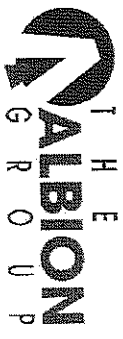
S. Broadway & S. Wisconsin St. | De Pere, WI

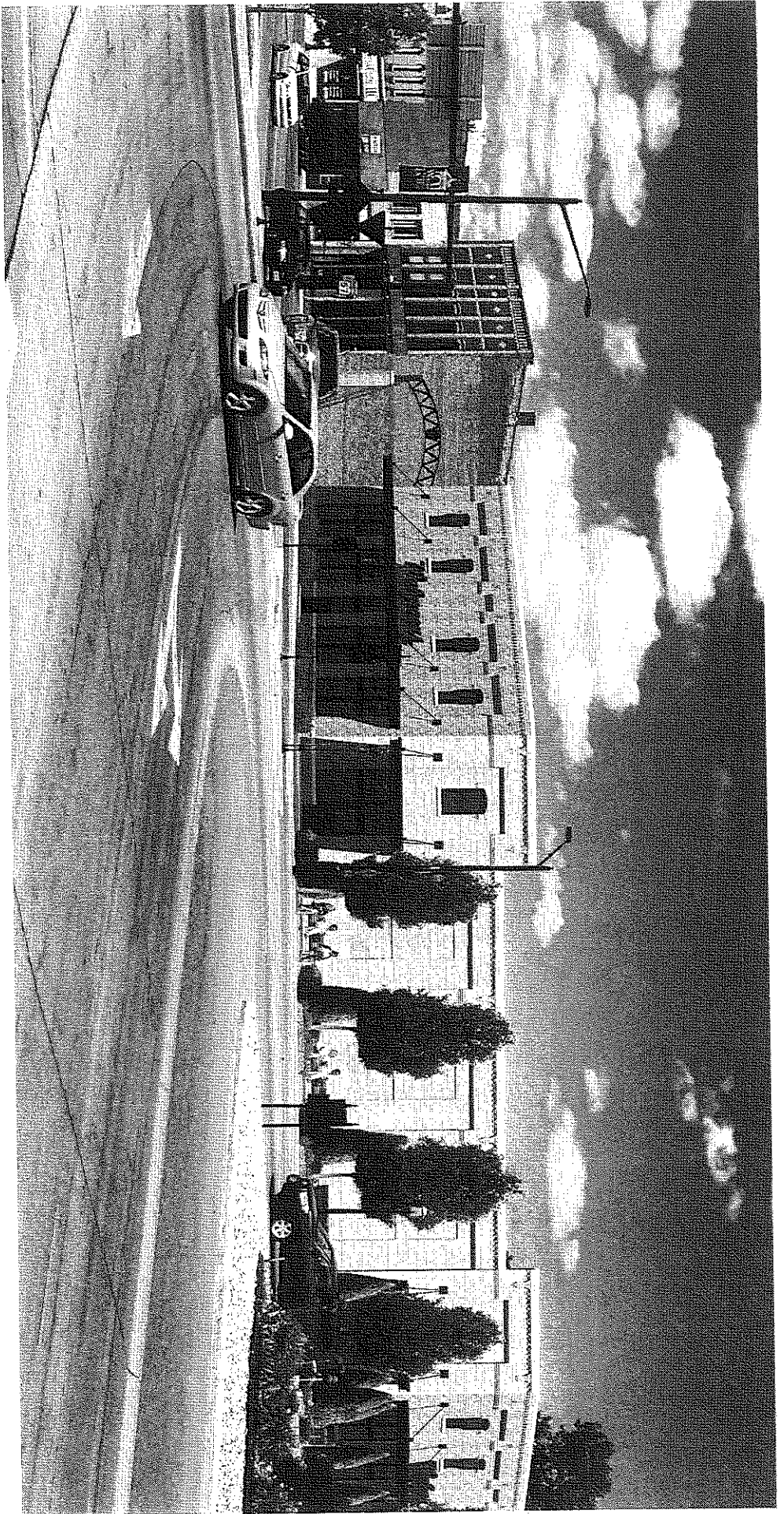




PERSPECTIVE VIEW TOWARD SW FROM EAST SIDE OF S. WISCONSIN ST.

Walgreens
S. Broadway & S. Wisconsin St. | De Pere, WI





PERSPECTIVE VIEW TOWARD NE FROM WEST SIDE OF S. BROADWAY ST. & MAIN ST. ROUNDABOUT

Walgreens
S. Broadway & S. Wisconsin St. | De Pere, WI

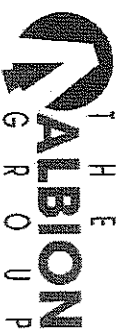


EXHIBIT D
Precise Implementation Plan

See 25 following pages

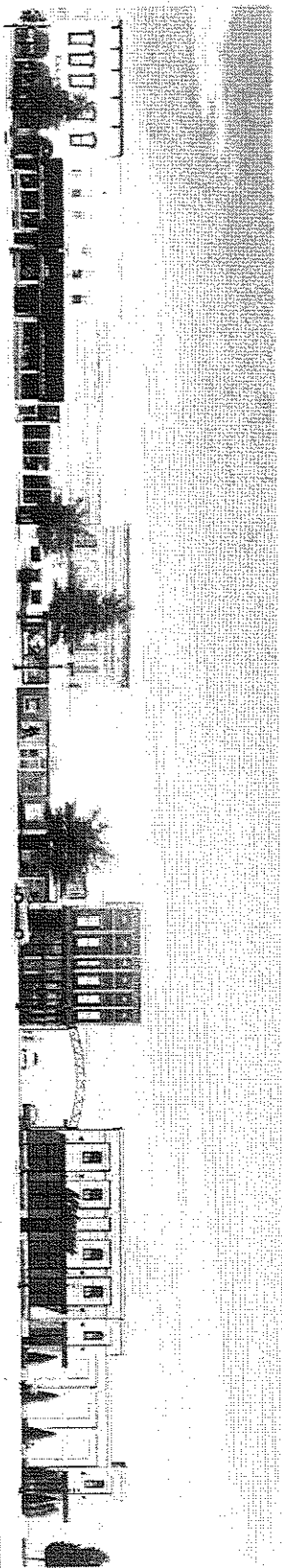
STORE # 15637

Walgreens

S. BROADWAY ST.
& S. WISCONSIN ST.
DE PERE, WI

Precise Implementation Plan

5/28/13



PRINCIPALS

DESIGNER
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414.223.3340
www.albiongroup.com

ARCHITECT
THE ALBION GROUP, INC.
1243 NORTH 10th STREET
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414.223.3340
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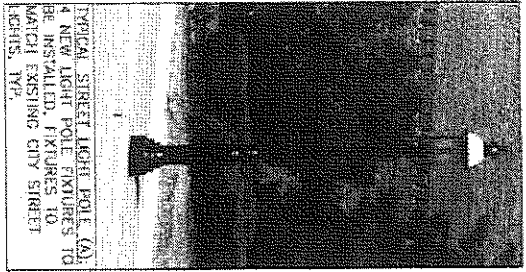
INDEX OF DRAWINGS

NO.	DESCRIPTION	DATE	BY	CHKD.
1	PRECISE IMPLEMENTATION PLAN	5/28/13	ALBION	ALBION
2	ARCHITECTURAL			
3	LANDSCAPING			
4	GENERAL NOTES			
5	EXISTING CONDITIONS			
6	PROPOSED CONDITIONS			
7	CONSTRUCTION DETAILS			
8	CONSTRUCTION DETAILS			
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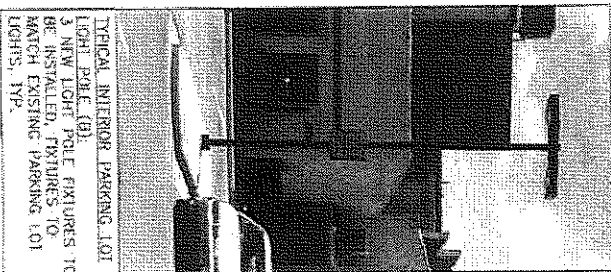
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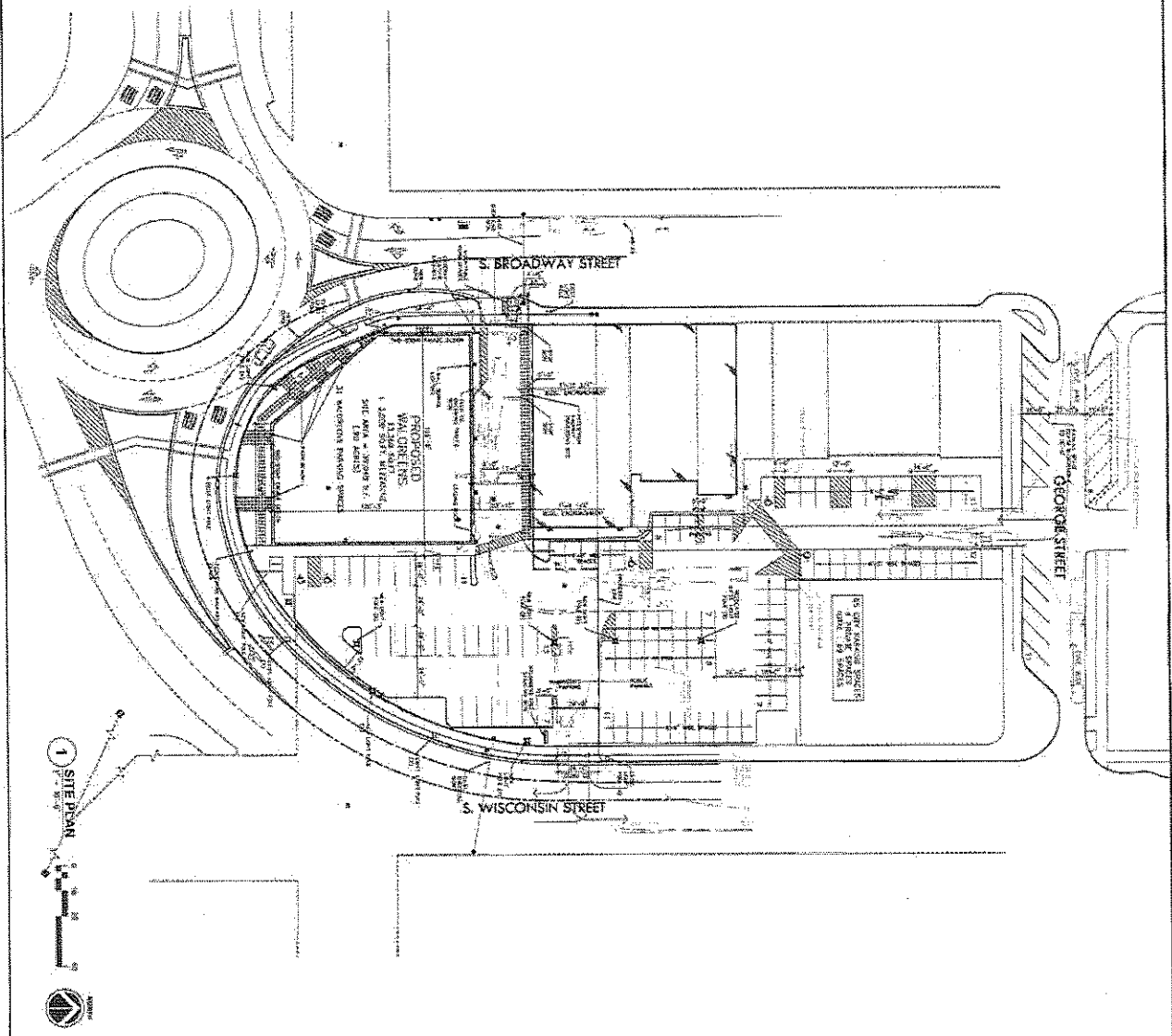
<p>THE ALBION GROUP Architects 1243 North 10th Street Suite 100 Milwaukee, WI 53205 414.223.3340 www.albiongroup.com</p>	<p>PROJECT NO. G-010</p>
	<p>DATE: 5/28/13</p>
<p>PROJECT NAME: WALGREENS</p>	<p>PROJECT ADDRESS: 12 S. BROADWAY ST., S. WISCONSIN ST., DE PERE, WI</p>
<p>CLIENT: WALGREENS</p>	<p>ARCHITECT: THE ALBION GROUP</p>



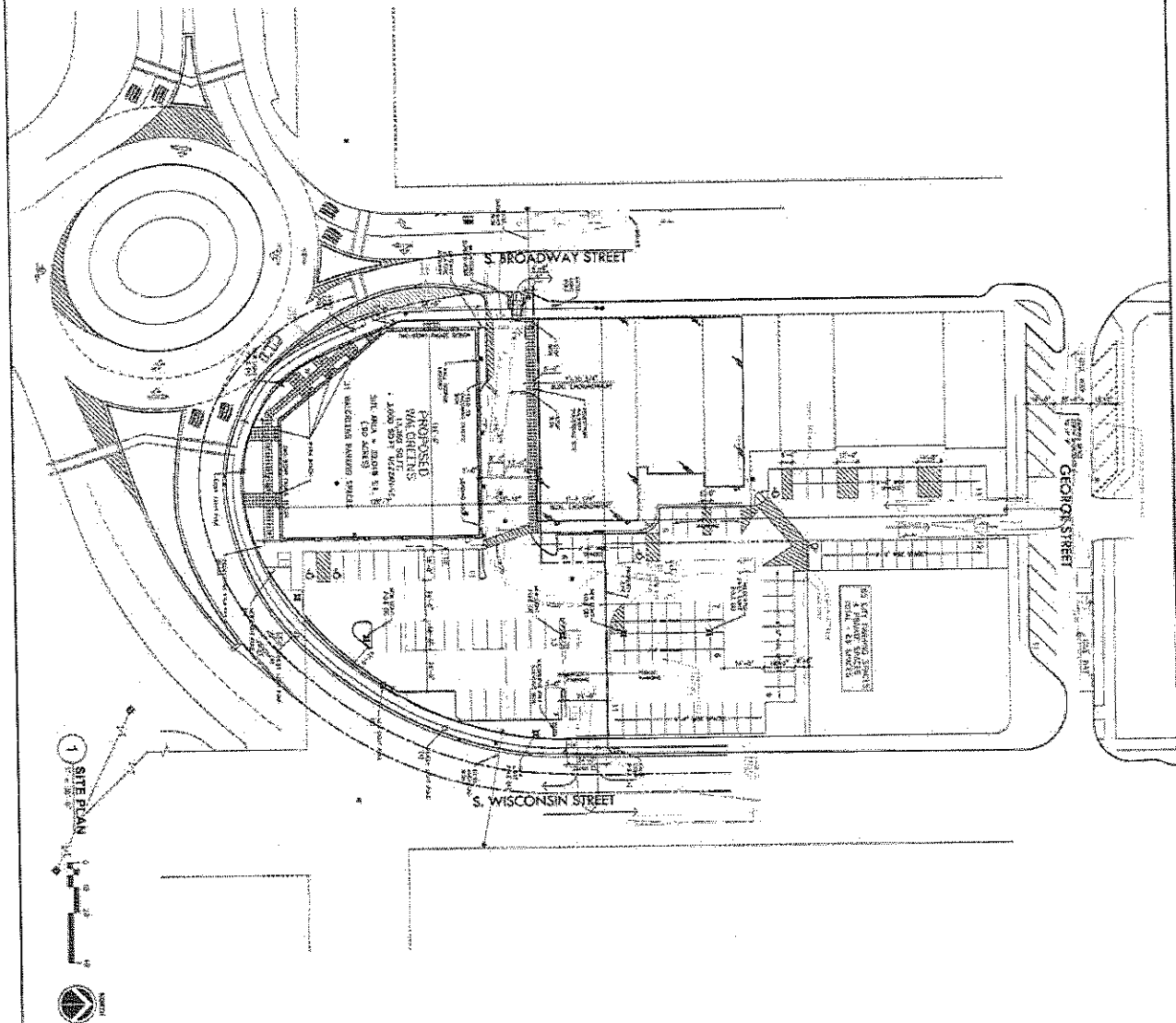
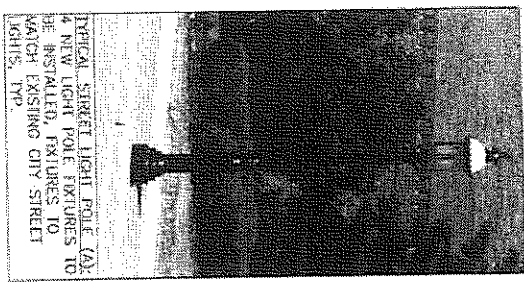
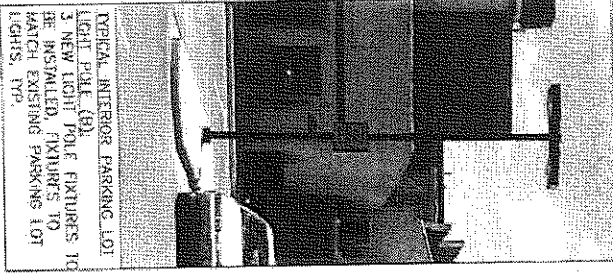
TYPICAL STREET LIGHT POLE (A)
4 NEW LIGHT POLE FIXTURES TO
BE INSTALLED. FIXTURES TO
MATCH EXISTING CITY STREET
LIGHTS. TYP.



TYPICAL INTERIOR PARKING LOT
LIGHT POLE (B)
3 NEW LIGHT POLE FIXTURES TO
BE INSTALLED. FIXTURES TO
MATCH EXISTING PARKING LOT
LIGHTS. TYP.



C-100 DATE: 01/25/11 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO: 10010	GENERAL PROJECT DATA & SITE PLAN STORE NUMBER: 15037 WALGREENS 1 S. BROADWAY ST. S. S. WISCONSIN ST. 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C-100

GENERAL PROJECT DATA & SITE PLAN
STORE NUMBER 75437
WALGREENS
S. BROADWAY ST. & S. WISCONSIN ST.
DE PERE, WI

NO.	DATE	REVISIONS
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THE NALBION GROUP ARCHITECTS
1243 North 100th Street Suite 100
Milwaukee, WI 53205
414.223.3300
414.223.3340
www.nalbionarch.com

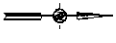
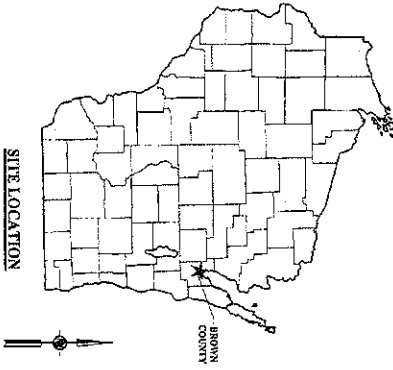
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WALGRENS

for

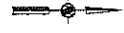
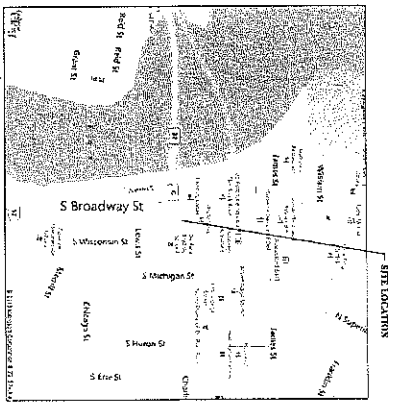
Midland Commercial Development

De Pere, Wisconsin



SHEET INDEX

SHEET NO.	TITLE
C1	REGISTRATION PLAN
C2	PROPOSED PAVING AND UTILITY CONTROL PLAN
C3	PAVING AND UTILITY PLAN
C4	STANDARD SEWER PIPES & PROFILE
C5	STANDARD SEWER PIPES & PROFILE
C6	STANDARD DETAILS
C7	STANDARD DETAILS AND GENERAL NOTES



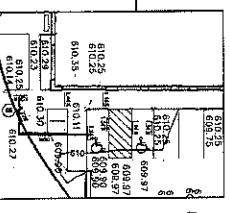
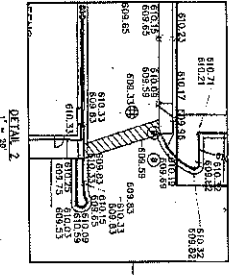
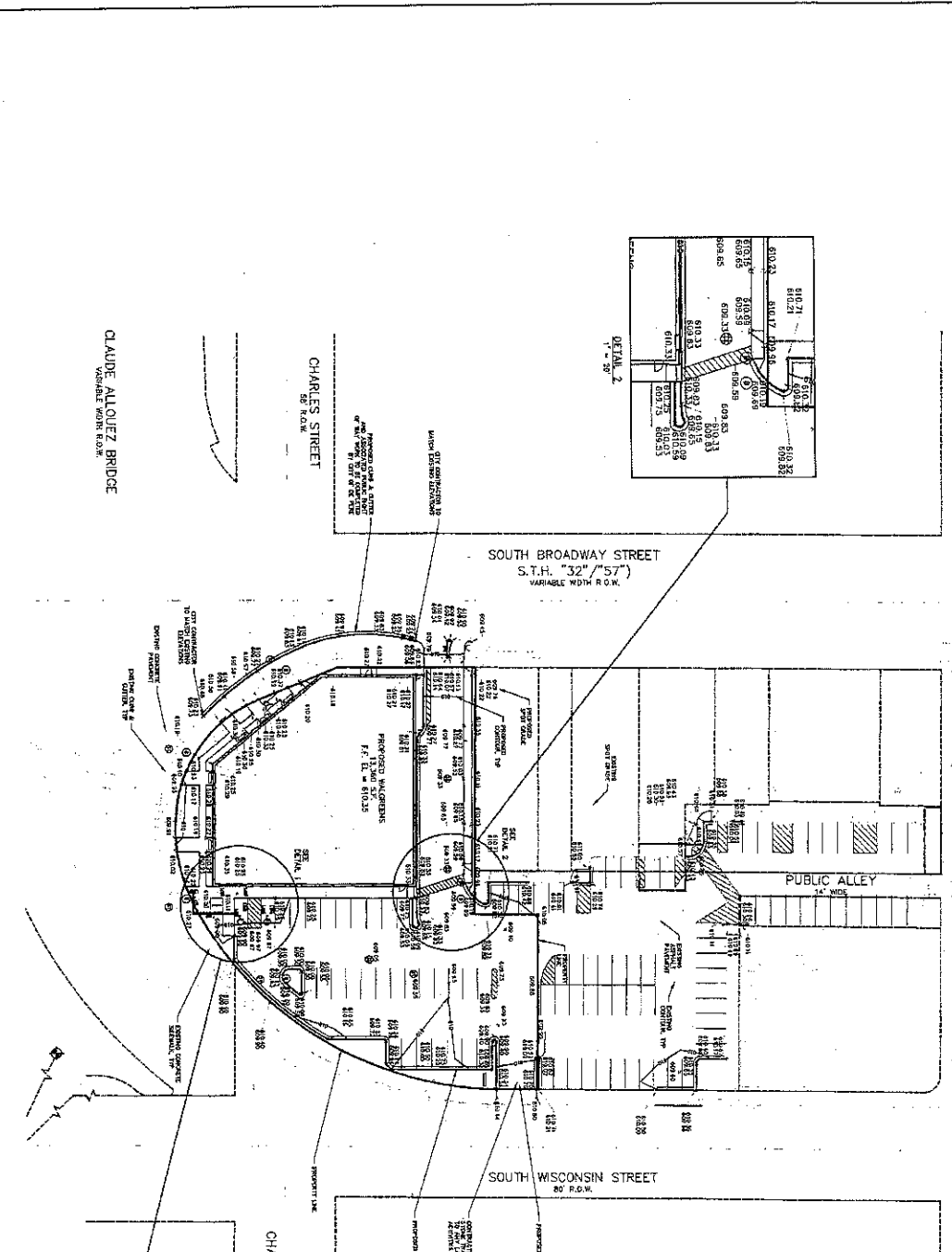
REVISIONS

DATE	DESCRIPTION

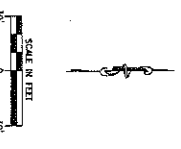


DATE	BY	DESCRIPTION
05/13/13	WALGREENS	GRADING AND EROSION CONTROL PLAN
05/13/13	WALGREENS	REVISIONS
05/13/13	WALGREENS	REVISIONS
05/13/13	WALGREENS	REVISIONS

GRADING AND EROSION CONTROL PLAN
SOUTH WISCONSIN STREET & SOUTH BROADWAY STREET
WALGREENS
DE PERE, WISCONSIN



- NOTES:
- 1) ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE SPECIFICATIONS AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS.
 - 2) ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE SPECIFICATIONS AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS.
 - 3) ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE SPECIFICATIONS AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS.
 - 4) ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DE PERE SPECIFICATIONS AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS.



KEY

PROPOSED WALKWAY
 PROPOSED CURB & GUTTER
 PROPOSED SILT FENCE
 PROPOSED SEDIMENT TRAP

1" = 30'

PROJECT NO. 2303019
 SCALE 1" = 30'

C-2

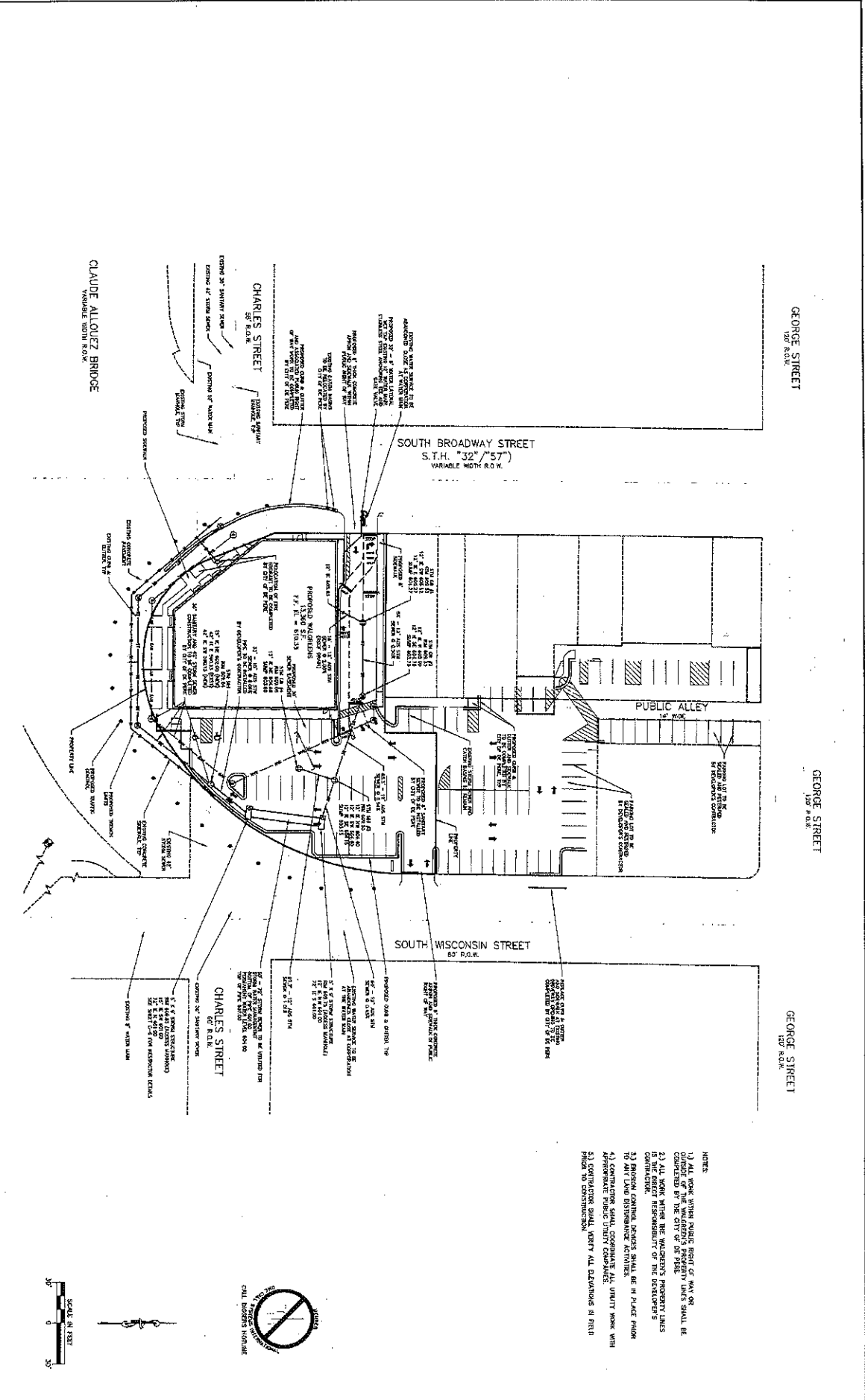
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2	REVISED FOR PERMITS	05/13/13
3	REVISED FOR PERMITS	05/13/13
4	REVISED FOR PERMITS	05/13/13
5	REVISED FOR PERMITS	05/13/13

PAVING AND UTILITY PLAN
SOUTH WISCONSIN STREET & SOUTH BROADWAY STREET
WAL GREENS
DE PERE, WISCONSIN

THE INFORMATION SHOWN ON THIS PLAN AND THE SPECIFICATIONS AND NOTES IS FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL AUTHORITIES.

KEY ENGINEERING GROUP
 1000 W. WISCONSIN STREET, DE PERE, WI 54101
 TEL: 920.233.1111
 FAX: 920.233.1112
 WWW.KEYENGINEERING.COM

PROJECT NUMBER: **C-3**

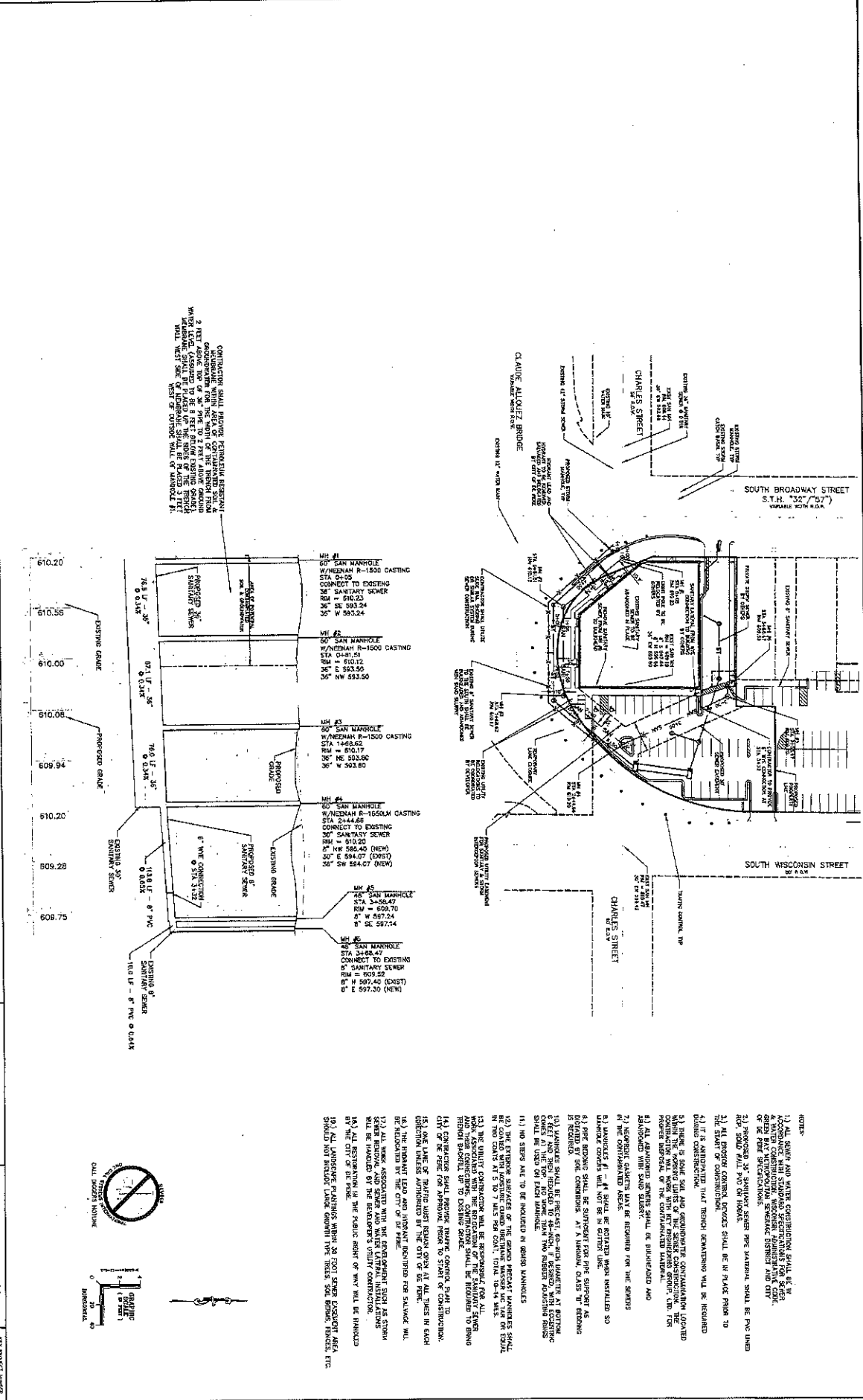


DATE	04/28/13	BY	SA
REVISION			
NO.		DATE	BY
1	04/28/13	SA	
2	05/13/13	SA	
3	05/13/13	SA	

SANITARY SEWER PLAN & PROFILE
SOUTH WISCONSIN STREET & SOUTH BROADWAY STREET
WALGREENS
DE PERE, WISCONSIN

The undersigned hereby certifies that the plan and profile shown hereon were prepared by him or under his direct supervision and that he is a duly Licensed Professional Engineer in the State of Wisconsin. He is duly Licensed Professional Engineer in the State of Wisconsin. He is duly Licensed Professional Engineer in the State of Wisconsin.

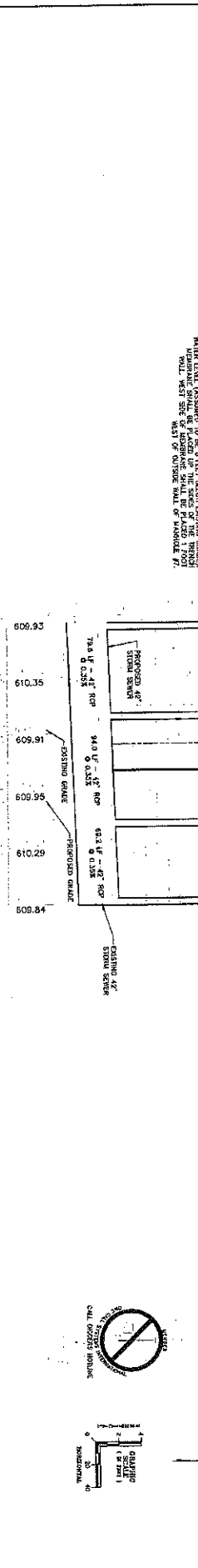
2303019
 1" = 20'
 C-4



- NOTES:**
- 1) ALL SANITARY AND WATER CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE CITY OF DE PERE SANITARY SEWER AND WATER CONNECTION STANDARDS AND CITY ORDINANCES.
 - 2) ALL SANITARY SEWER PIPE MANHOLES SHALL BE PVC UNDRATED AND SHALL BE 48" DIA. UNLESS OTHERWISE NOTED.
 - 3) ALL EXISTING CONCRETE DROPPERS SHALL BE IN PLACE PRIOR TO THE START OF CONSTRUCTION.
 - 4) IT IS ANTICIPATED THAT TRENCH REMEDIATION WILL BE REQUIRED DURING CONSTRUCTION.
 - 5) THERE IS SOME SOIL AND GROUNDWATER CONTAMINATION LOCATED NEAR THE WALGREENS BUILDING. THE CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO PREVENT FURTHER CONTAMINATION AND TO PROTECT THE EXISTING DROPPERS.
 - 6) ALL EXISTING MANHOLES SHALL BE SURVEYED AND LOCATED PRIOR TO CONSTRUCTION.
 - 7) EXISTING CONCRETE DROPPERS SHALL BE REPAIRED OR REPLACED AS NECESSARY.
 - 8) ALL EXISTING CONCRETE DROPPERS SHALL BE REPAIRED OR REPLACED AS NECESSARY.
 - 9) ALL EXISTING CONCRETE DROPPERS SHALL BE REPAIRED OR REPLACED AS NECESSARY.
 - 10) ALL EXISTING CONCRETE DROPPERS SHALL BE REPAIRED OR REPLACED AS NECESSARY.
 - 11) NO STOPS ARE TO BE INCLUDED IN EXISTING MANHOLES.
 - 12) THE EXISTING SURFACES OF THE GRASS PAVED DRIVEWAYS SHALL BE MAINTAINED WITH EXISTING CURBS AND SIDEWALKS UNLESS OTHERWISE NOTED.
 - 13) THE CITY OF DE PERE WILL BE RESPONSIBLE FOR THE REMEDIATION OF THE EXISTING CONCRETE DROPPERS AND THE REPAIR OF THE EXISTING CONCRETE DROPPERS.
 - 14) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING UTILITIES.
 - 15) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING UTILITIES.
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 - 18) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING UTILITIES.
 - 19) ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED THROUGHOUT CONSTRUCTION.

NO.	DESCRIPTION	DATE	BY	CHKD.
1	DESIGN	05/13/13	JK	
2	REVISED	05/13/13	JK	
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9	REVISED	05/13/13	JK	
10	REVISED	05/13/13	JK	

STORM SEWER PLAN & PROFILE
SOUTH WISCONSIN STREET & SOUTH BROADWAY STREET
WAL GREENS
DE PERE, WISCONSIN



STATION	ELEVATION	DESCRIPTION
1+00.00	609.93	MANHOLE
1+05.00	609.91	MANHOLE
1+10.00	609.89	MANHOLE
1+15.00	609.87	MANHOLE
1+20.00	609.85	MANHOLE
1+25.00	609.83	MANHOLE
1+30.00	609.81	MANHOLE
1+35.00	609.79	MANHOLE
1+40.00	609.77	MANHOLE
1+45.00	609.75	MANHOLE
1+50.00	609.73	MANHOLE
1+55.00	609.71	MANHOLE
1+60.00	609.69	MANHOLE
1+65.00	609.67	MANHOLE
1+70.00	609.65	MANHOLE
1+75.00	609.63	MANHOLE
1+80.00	609.61	MANHOLE
1+85.00	609.59	MANHOLE
1+90.00	609.57	MANHOLE
1+95.00	609.55	MANHOLE
2+00.00	609.53	MANHOLE

CONTRACTOR SHALL PROVIDE REGULAR INSPECTION AND MAINTENANCE FOR THE STORM SEWER SYSTEM. THE SYSTEM SHALL BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DE PERE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES UNDERGROUND AND ABOVE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES UNDERGROUND AND ABOVE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES UNDERGROUND AND ABOVE GROUND.



NOTES:
 1) ALL SEWER AND WATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE WISCONSIN STATE ENGINEERING BOARD AND CITY OF DE PERE.
 2) ALL PROPOSED CONSTRUCTION SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY OTHER CONSTRUCTION.
 3) ALL PROPOSED CONSTRUCTION SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY OTHER CONSTRUCTION.
 4) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES UNDERGROUND AND ABOVE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES UNDERGROUND AND ABOVE GROUND.
 5) ALL PROPOSED CONSTRUCTION SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY OTHER CONSTRUCTION.
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 8) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES UNDERGROUND AND ABOVE GROUND.
 9) ALL PROPOSED CONSTRUCTION SHALL BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY OTHER CONSTRUCTION.
 10) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES UNDERGROUND AND ABOVE GROUND.
 11) ALL WORK ASSOCIATED WITH THE DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DE PERE.
 12) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DE PERE.
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THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES UNDERGROUND AND ABOVE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES UNDERGROUND AND ABOVE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES UNDERGROUND AND ABOVE GROUND.

CALL STREET ENGINEERING FOR TRUCKS

CHANGE SIGN

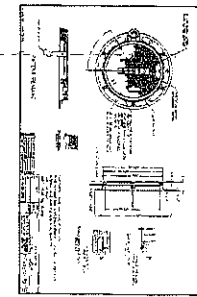
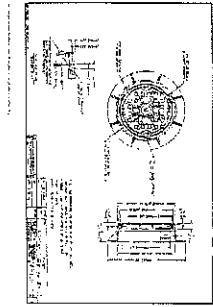
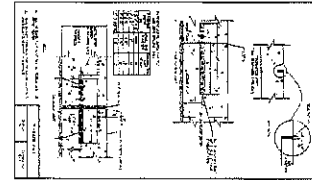
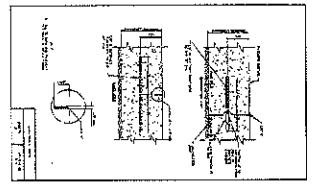
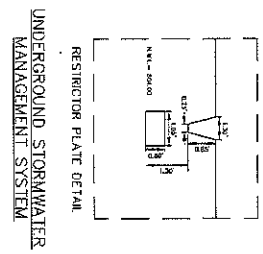
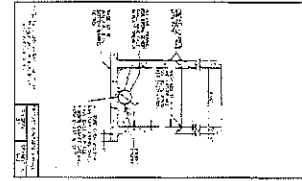
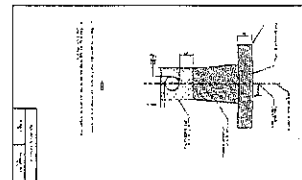
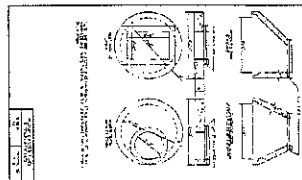
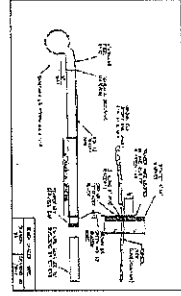
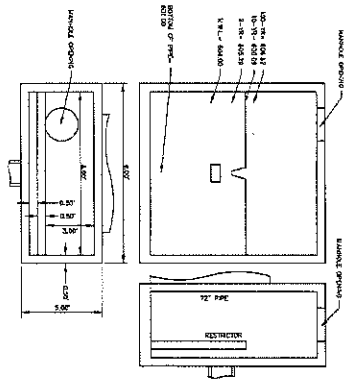
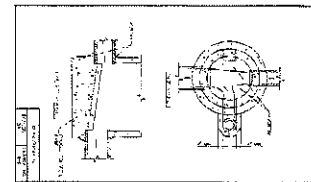
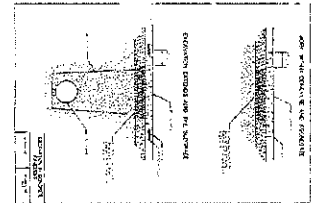
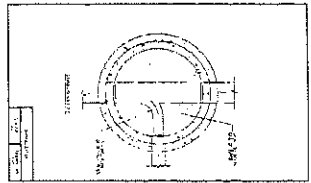
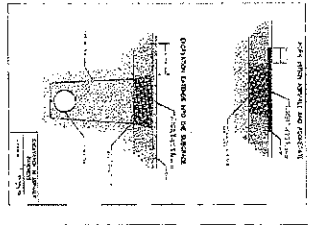
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NO TRUCKS

KEY

PROJECT NUMBER: 2303019

C-5



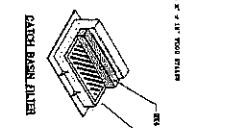
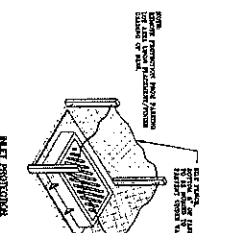
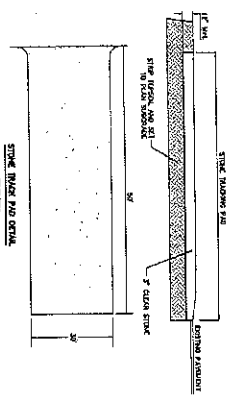
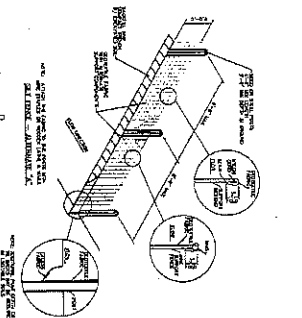
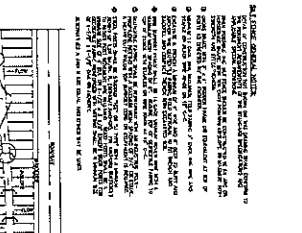
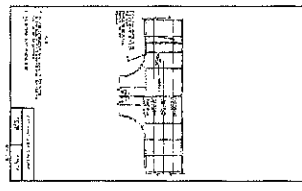
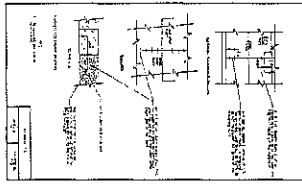
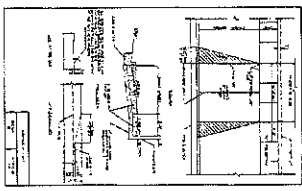
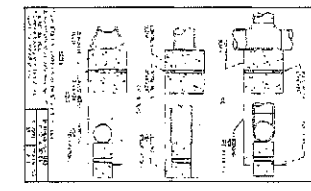
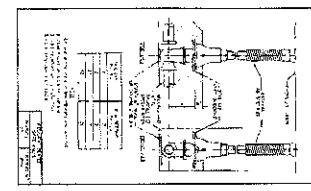
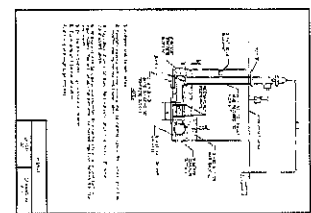
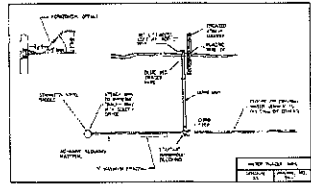
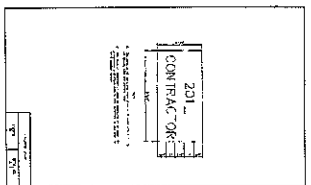
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2	ISSUED FOR CONSTRUCTION	05/13/13	MM	

STANDARD DETAILS
SOUTH WISCONSIN STREET & SOUTH BROADWAY STREET
WALGREENS
DE PERE, WISCONSIN

THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS FROM THE LOCAL AND STATE AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS FROM THE LOCAL AND STATE AUTHORITIES.



NO PROJECT NUMBER
 PROJECT SCALE
 NOT TO SCALE
 SHEET NUMBER
C-6



NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	08/13/13
2	ISSUED FOR PERMIT	05/13/13
3	ISSUED FOR PERMIT	05/13/13

STANDARD DETAILS AND GENERAL NOTES
SOUTH WISCONSIN STREET & SOUTH BROADWAY STREET
VAL GREENS
DE PERE, WISCONSIN

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

KEY ENGINEERING
 2303019
 NOT TO SCALE
 C-7

GENERAL NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, PART 100, AND THE STANDARD SPECIFICATIONS FOR BRIDGE CONSTRUCTION, PART 105, BOTH PUBLISHED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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TYPICAL APPLICATIONS OF SET FINISH

SET FINISH INSTALLATION DETAIL

PLAIN VIEW

TRENCH DETAIL

SECTION THROUGH SET FINISH

SECTION THROUGH TRENCH

SECTION THROUGH SET FINISH

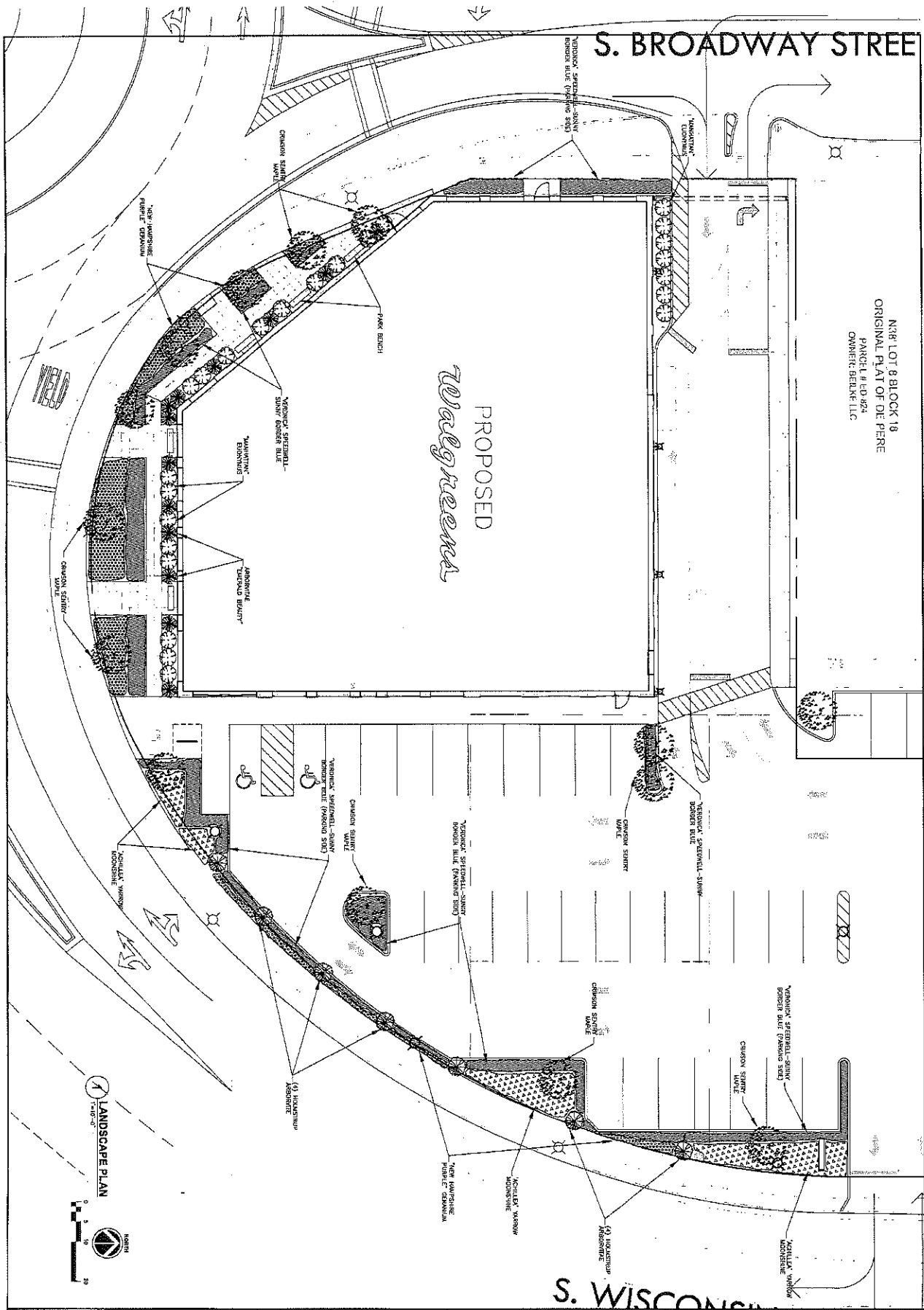
SECTION THROUGH TRENCH

SECTION THROUGH SET FINISH

SECTION THROUGH TRENCH

SECTION THROUGH SET FINISH

SECTION THROUGH TRENCH



S. BROADWAY STREET

N78 LOT 9 BLOCK 18
 ORIGINAL PLAT OF DE PERE
 PARCEL # ED-24
 OWNER: BELKE LLC

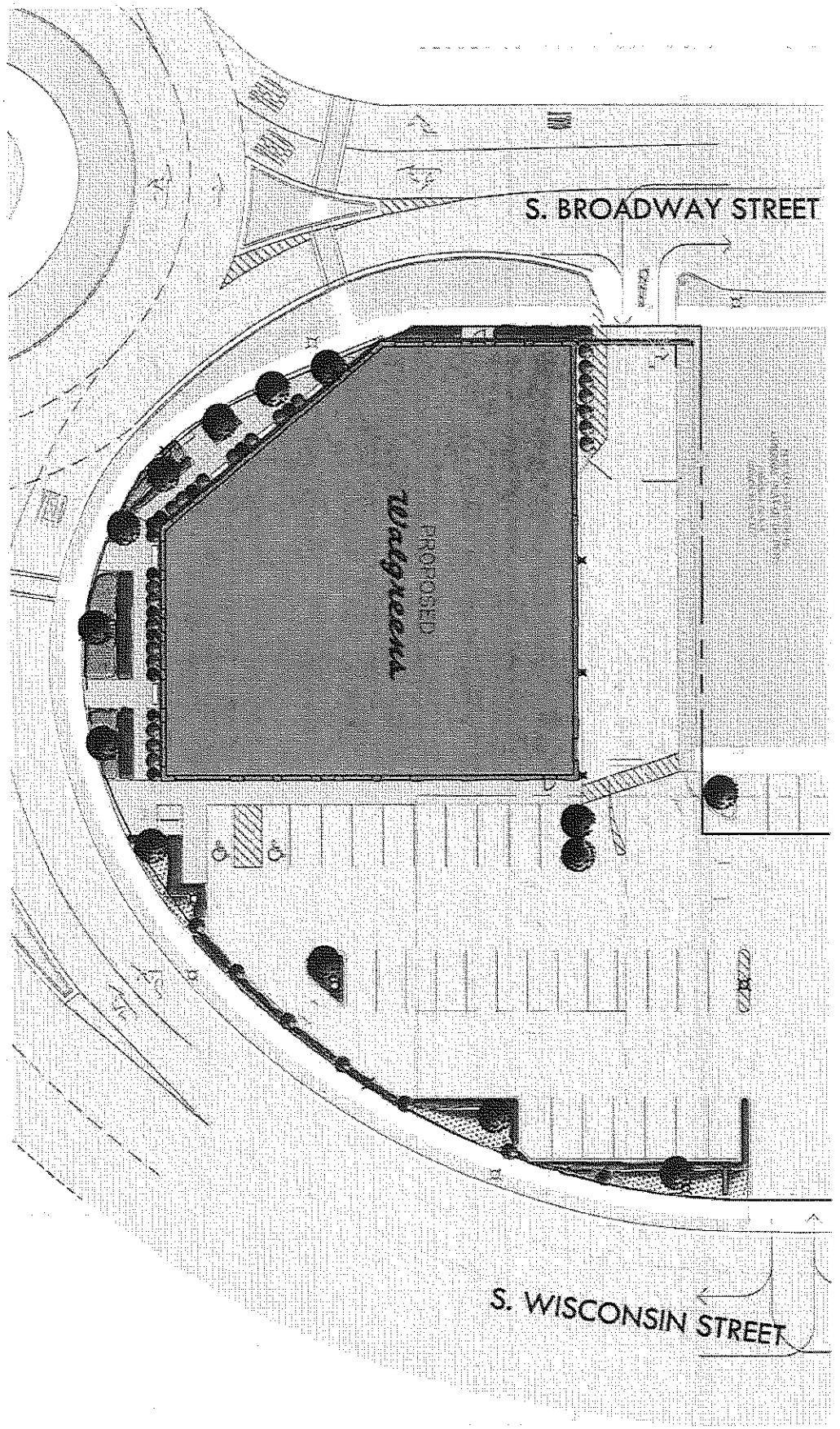
PROPOSED
Walgreens

S. WISCONSIN

LANDSCAPE PLAN



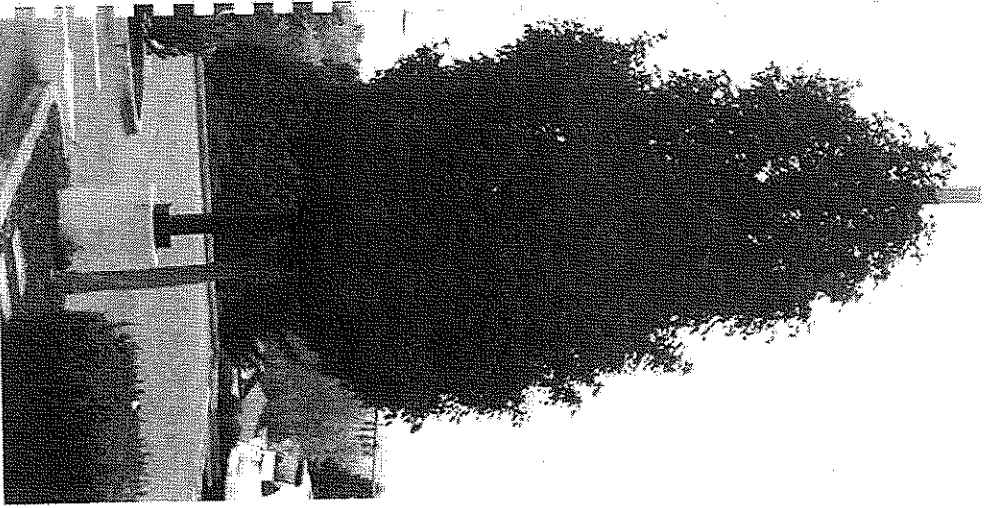
CADD PLOT: L-100 DRAWN BY: C. HARRISON REVISIONS: PROJ. NO.: 1787-01	LANDSCAPING SCHEMATIC STORE NUMBER 15437 WALGREENS S. BROADWAY ST. & S. WISCONSIN ST. DE PERE, WI	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>01-20-14</td> <td>PH</td> <td>SCHEMATIC</td> </tr> <tr> <td>2</td> <td>02-26-14</td> <td>PH</td> <td>CONSTRUCTION</td> </tr> <tr> <td>3</td> <td>03-19-14</td> <td>PH</td> <td>CONSTRUCTION</td> </tr> <tr> <td>4</td> <td>04-15-14</td> <td>PH</td> <td>CONSTRUCTION</td> </tr> <tr> <td>5</td> <td>05-13-14</td> <td>PH</td> <td>CONSTRUCTION</td> </tr> <tr> <td>6</td> <td>06-10-14</td> <td>PH</td> <td>CONSTRUCTION</td> </tr> <tr> <td>7</td> <td>07-08-14</td> <td>PH</td> <td>CONSTRUCTION</td> </tr> <tr> <td>8</td> <td>08-05-14</td> <td>PH</td> <td>CONSTRUCTION</td> </tr> <tr> <td>9</td> <td>09-02-14</td> <td>PH</td> <td>CONSTRUCTION</td> </tr> <tr> <td>10</td> <td>10-01-14</td> <td>PH</td> <td>CONSTRUCTION</td> </tr> <tr> <td>11</td> <td>11-01-14</td> <td>PH</td> <td>CONSTRUCTION</td> </tr> <tr> <td>12</td> <td>12-01-14</td> <td>PH</td> 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ALL RIGHTS RESERVED
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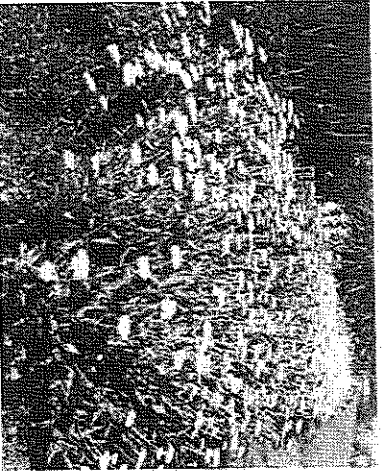
COLOR LANDSCAPE PLAN (N.T.S.)

Walgreens
S. Broadway & S. Wisconsin St. | De Pere, WI

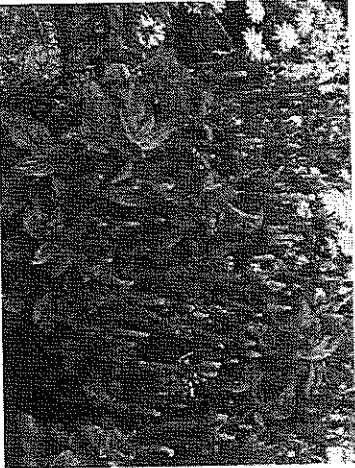




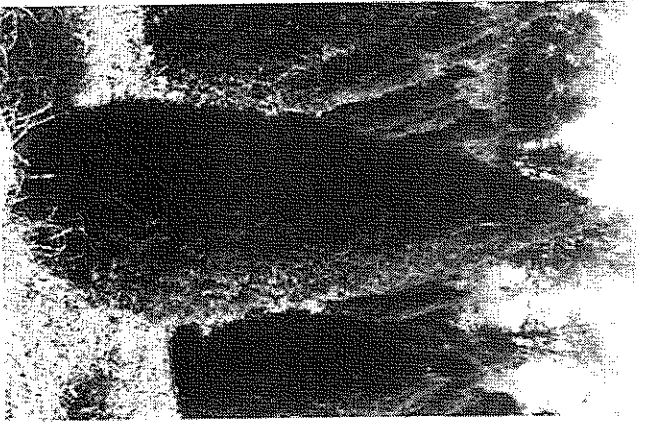
'CRIMSON SENTRY' MAPLE



'ACHILLEA' - MOONSHINE YARROW



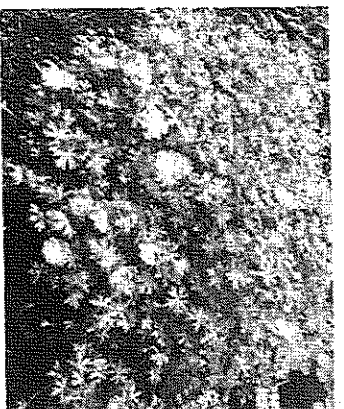
'VERONICA' SUNNY BORDER BLUE SPEEDWELL



'EMERALD BEAUTY' ARBORVITAE



'MANHATTAN' EUONYMUS



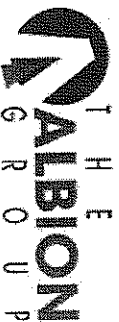
'NEW HAMPSHIRE PURPLE' GERANIUM

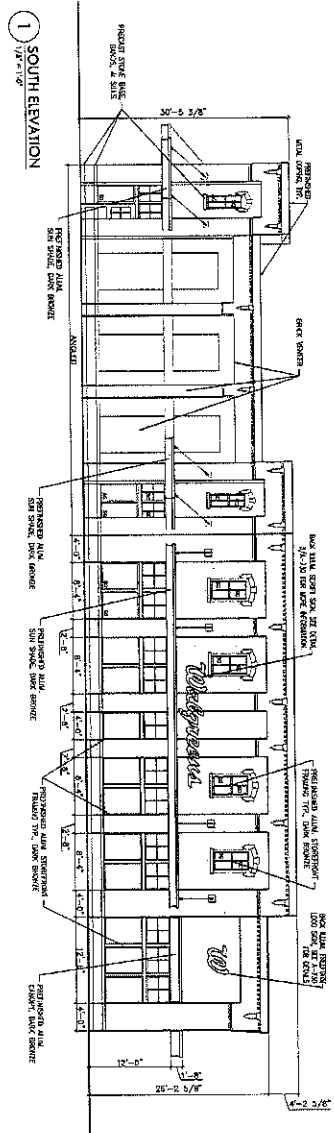


'HOLMSTRUP' ARBORVITAE

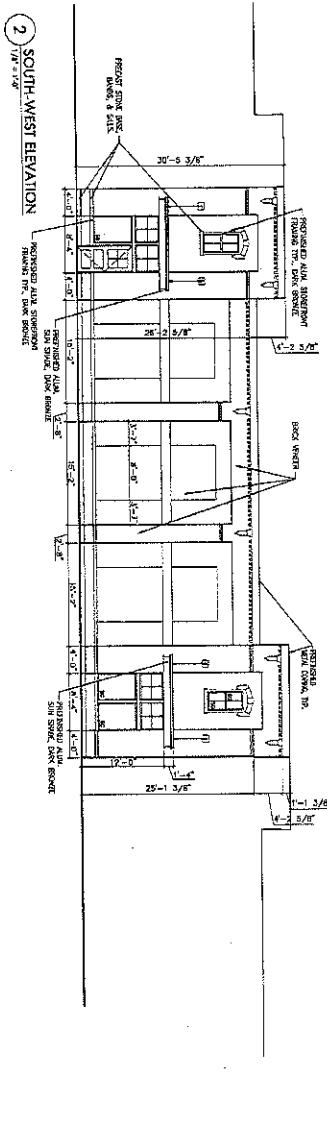
Walgreens - Landscape Plant Selections

3. Broadway St. & S. Wisconsin St. De Pere, WI

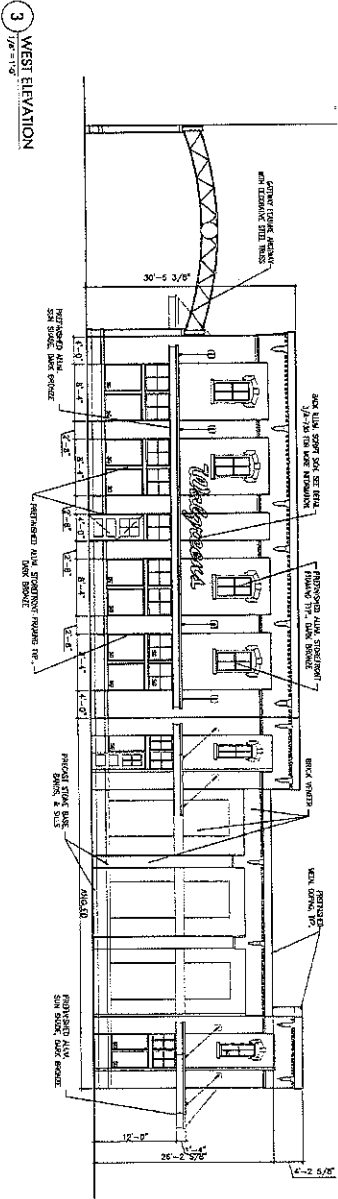




1 SOUTH ELEVATION
1/8" = 1'-0"



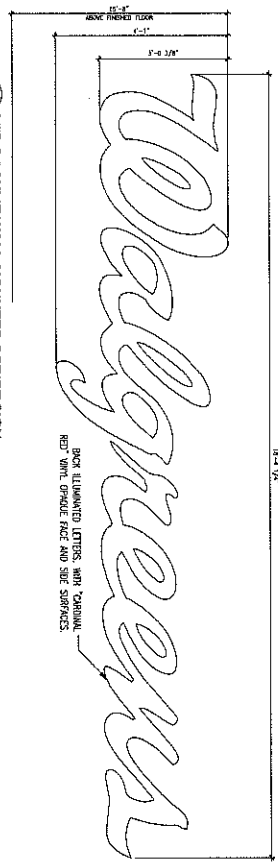
2 SOUTH-WEST ELEVATION
1/8" = 1'-0"



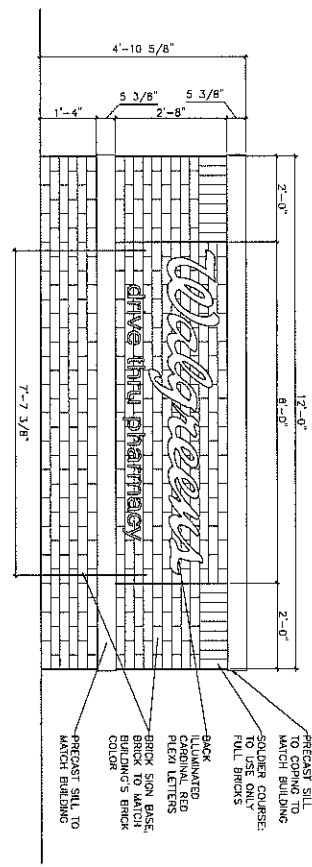
3 WEST ELEVATION
1/8" = 1'-0"

A-210		EXTERIOR BUILDING ELEVATIONS		STORE NUMBER 15637	
OACD PLOT:		DRAWN BY:		WALGREENS	
L.HANDCORKO		REVIEWED:		S. BROADWAY ST. & S. WISCONSIN ST.	
PROJ. NO. 120200		DATE BY		DE PERE, WI	
				REVISIONS	
1	05/04/15	PAUL	OWNER SUBMITAL		
2	07/23/15	PAUL	OWNER SUBMITAL		
3	08/26/15	PAUL	OWNER SUBMITAL		
4	09/02/15	PAUL	OWNER SUBMITAL		
5	01/18/16	PAUL	ALTERED SITE PLAN		
6	01/22/16	PAUL	ALTERED SITE PLAN		
7	12/21/17	CEM	SITE VISIT SUBMITAL		
8					

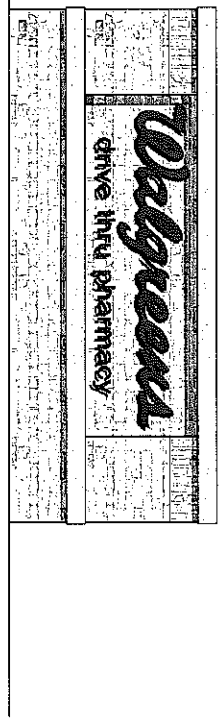
THE ALBION GROUP ARCHITECTS
 1243 North 10th Street Suite 100
 Milwaukee, WI 53205
 414.223.3330 p.
 414.223.3340 f.
 www.albionarch.com



4 LED BACKLIT WALL MOUNTED SCRIPT SIGN
 1/2" = 1'-0"



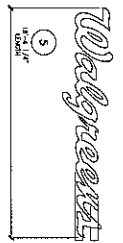
10 LED BACKLIT MONUMENT SIGN ELEVATION
 1/2" = 1'-0"



11 RENDERED MONUMENT SIGN
 1/2" = 1'-0"

SIGN LETTER DATA			
Letter	UNIT	FACE	DEPTH
W	12'-0"	1 1/2"	3/8"
G	12'-0"	1 1/2"	3/8"
R	12'-0"	1 1/2"	3/8"
E	12'-0"	1 1/2"	3/8"
E	12'-0"	1 1/2"	3/8"
S	12'-0"	1 1/2"	3/8"
O	12'-0"	1 1/2"	3/8"
O	12'-0"	1 1/2"	3/8"
N	12'-0"	1 1/2"	3/8"
S	12'-0"	1 1/2"	3/8"
O	12'-0"	1 1/2"	3/8"
O	12'-0"	1 1/2"	3/8"
N	12'-0"	1 1/2"	3/8"

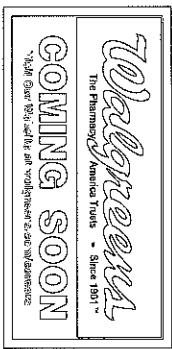
1 SCRIPT SIGN DETAILS



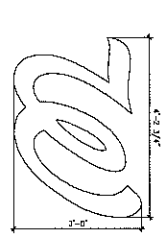
2 SCRIPT SIGN LENGTHS



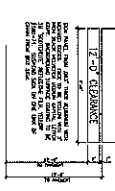
3 SCRIPT SIGN BOUNDARY



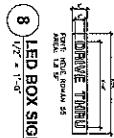
5 CONSTRUCTION SIGN
 1/2" = 1'-0"



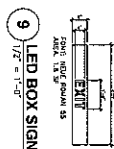
6 LED BACKLIT CHANNEL LETTER SIGN
 1/2" = 1'-0"



7 CLEARANCE SIGN
 1/2" = 1'-0"



8 LED BOX SIGN
 1/2" = 1'-0"



9 LED BOX SIGN
 1/2" = 1'-0"

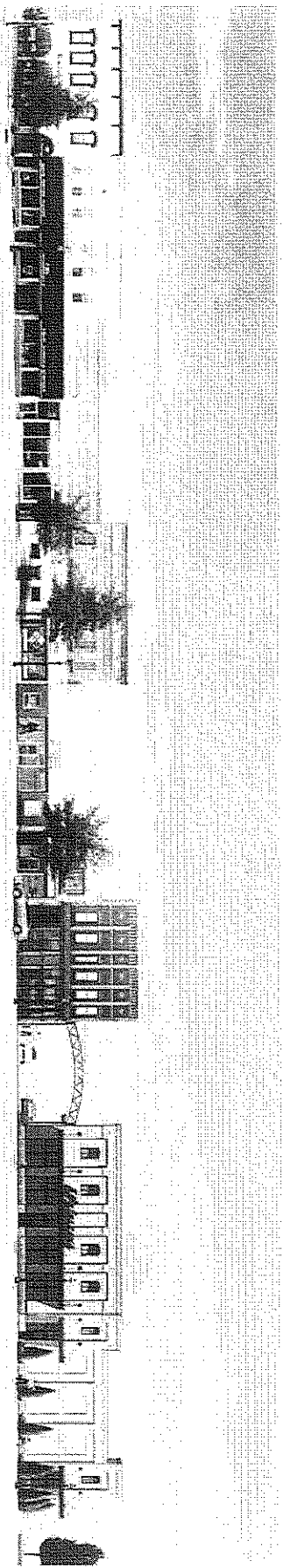
GENERAL NOTES

1. SIGN SPECIFICATIONS
 - A. CONTRACTOR SHALL COORDINATE ALL WORK, NOTIFY ALL AFFECTED PARTIES AND OBTAIN ALL NECESSARY PERMITS PRIOR TO THE SIGN WALL OR STRUCTURE IS IN THE BACK YARD OF THE SIGN. ALL ELECTRICAL CONNECTIONS AND SIGN CONNECTIONS SHALL BE COMPLETED PRIOR TO WORK.
 - B. CONTRACTOR SHALL PROVIDE GENERAL CONTRACTOR WITH SIGN LETTERS AND CHANNEL LETTERS TO BE INSTALLED ON SIGN WALL. CONTRACTOR SHALL PROVIDE GENERAL CONTRACTOR WITH SIGN LETTERS AND CHANNEL LETTERS TO BE INSTALLED ON SIGN WALL. CONTRACTOR SHALL PROVIDE GENERAL CONTRACTOR WITH SIGN LETTERS AND CHANNEL LETTERS TO BE INSTALLED ON SIGN WALL.
 - C. CONTRACTOR SHALL PROVIDE GENERAL CONTRACTOR WITH SIGN LETTERS AND CHANNEL LETTERS TO BE INSTALLED ON SIGN WALL. CONTRACTOR SHALL PROVIDE GENERAL CONTRACTOR WITH SIGN LETTERS AND CHANNEL LETTERS TO BE INSTALLED ON SIGN WALL.
2. ELECTRICAL CONNECTIONS
 - A. CONTRACTOR SHALL PROVIDE ONE (1) AMP ELECTRICAL SERVICE PANEL AND RETURN TO THE SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL ELECTRICAL CONNECTIONS AND SIGN CONNECTIONS TO THE SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL ELECTRICAL CONNECTIONS AND SIGN CONNECTIONS TO THE SIGN WALL.
 - B. CONTRACTOR SHALL PROVIDE AND INSTALL ALL ELECTRICAL CONNECTIONS AND SIGN CONNECTIONS TO THE SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL ELECTRICAL CONNECTIONS AND SIGN CONNECTIONS TO THE SIGN WALL.
 - C. CONTRACTOR SHALL PROVIDE AND INSTALL ALL ELECTRICAL CONNECTIONS AND SIGN CONNECTIONS TO THE SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL ELECTRICAL CONNECTIONS AND SIGN CONNECTIONS TO THE SIGN WALL.
3. SIGN CONSTRUCTION
 - A. FILLER BRACKETS AND BRACKETING OF SIGN AND SIGN WALL SHALL BE INSTALLED PRIOR TO THE SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL.
 - B. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL.
 - C. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL.
4. SIGN INSTALLATION AT BUILDING FACE, WORK BY SIGN CONTRACTOR
 - A. SIGN CONTRACTOR SHALL ESTABLISH CENTER LINE OF SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL.
 - B. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL.
 - C. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL. CONTRACTOR SHALL PROVIDE AND INSTALL ALL BRACKETING AND BRACKETING OF SIGN AND SIGN WALL.

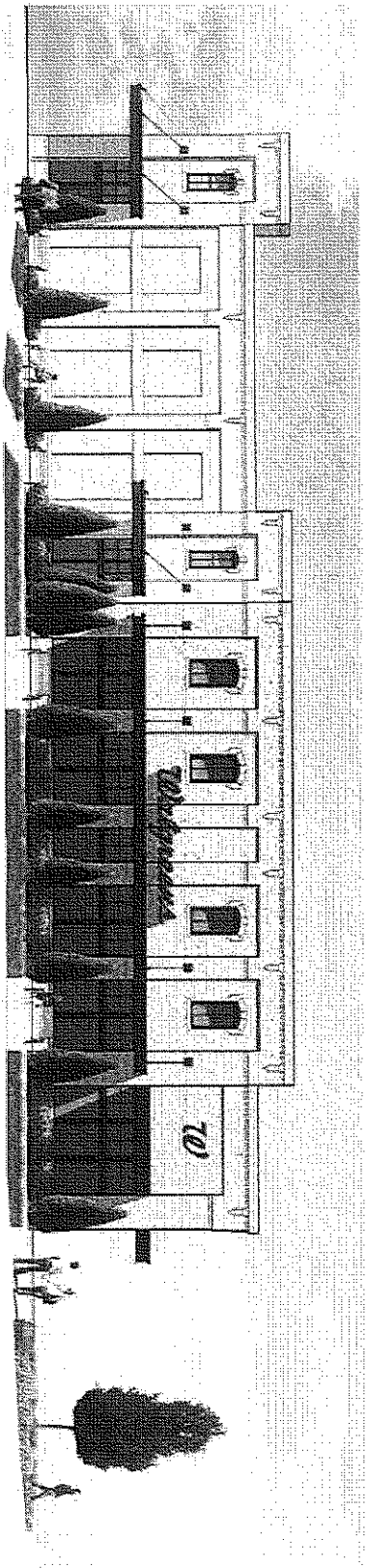
EXTERIOR SIGN DATA	
CADD PILOT:	STORE NUMBER 15637
DESIGNED BY:	WALGREENS
REVIEWED:	S. BROADWAY ST. & S. WISCONSIN ST. DE PERE, WI
PROJECT NO. 1203.00	

ALBION GROUP
 ARCHITECTS
 1243 North 10th Street
 Suite 100
 Milwaukee, WI 53206
 414.223.3330 p.
 414.223.3340 f.
 www.albionarch.com

A-730

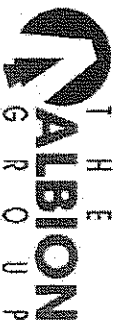


WEST - S. BROADWAY ST. ELEVATION

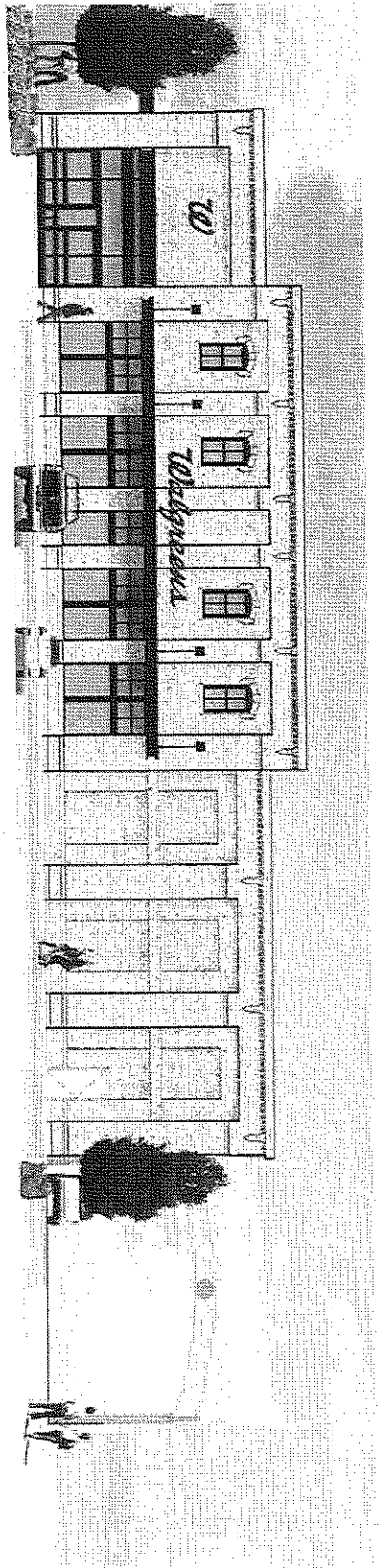


SOUTH ELEVATION

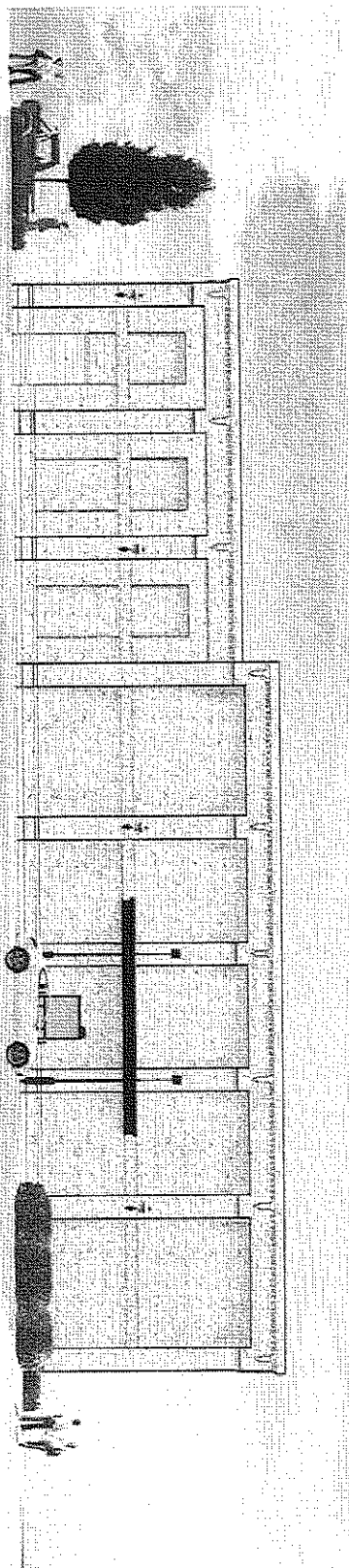
Walgreens
S. Broadway St. & S. Wisconsin St. De Pere, WI
(1 of 3)



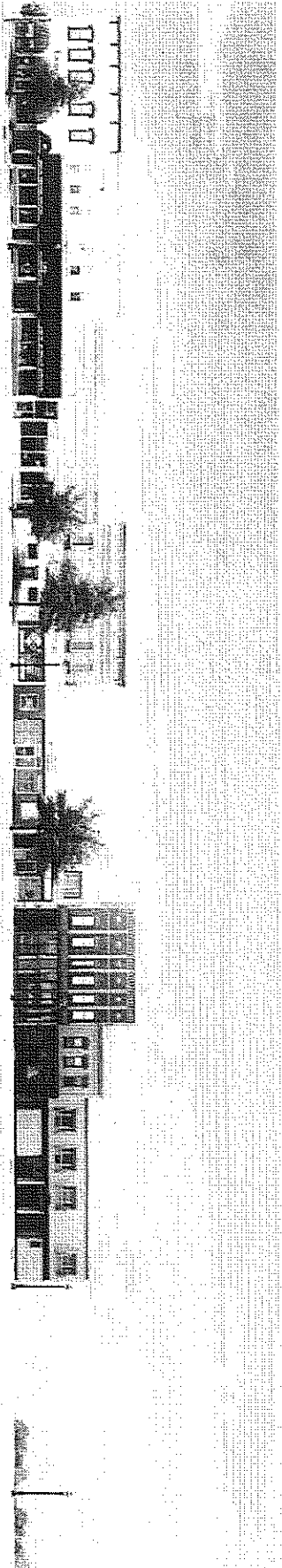
EAST ELEVATION



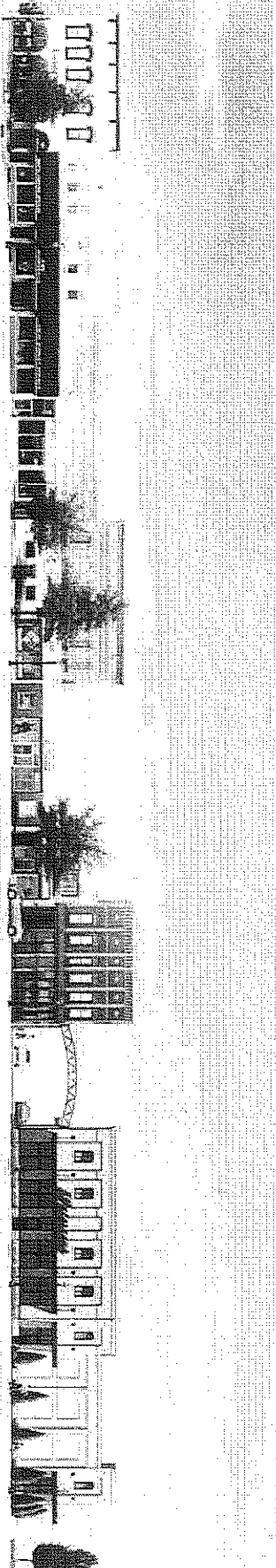
NORTH ELEVATION



Walgreens
S. Broadway St. & S. Wisconsin St. De Pere, WI
(2 of 3)

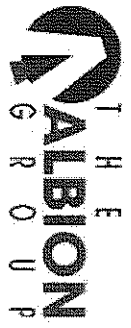


WEST - EXISTING S. BROADWAY ST. ELEVATION



WEST - PROPOSED S. BROADWAY ST. ELEVATION

Walgreens
S. Broadway St. & S. Wisconsin St. De Pere, WI
(3 of 3)





STREET PERSPECTIVE FROM NW CORNER LOOKING SE ALONG S. BROADWAY ST.

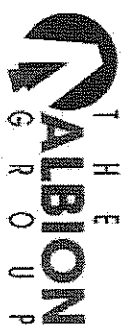
Walgreens
S. Broadway & S. Wisconsin St. | De Pere, WI

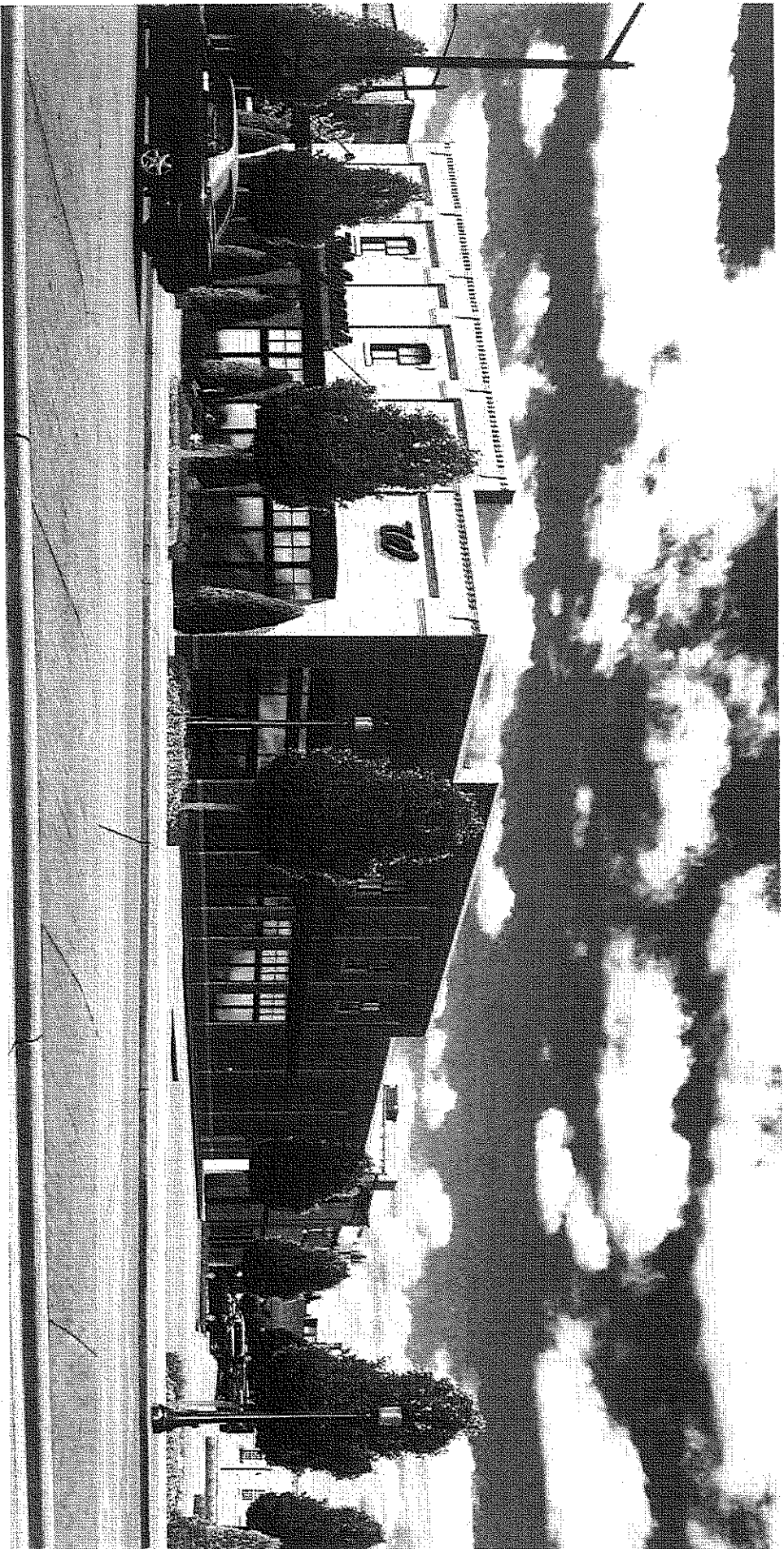




PERSPECTIVE VIEW TOWARD NE FROM WEST SIDE OF S. BROADWAY ST. & MAIN ST. ROUNDABOUT

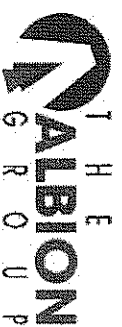
Walgreens
S. Broadway & S. Wisconsin St. | De Pere, WI

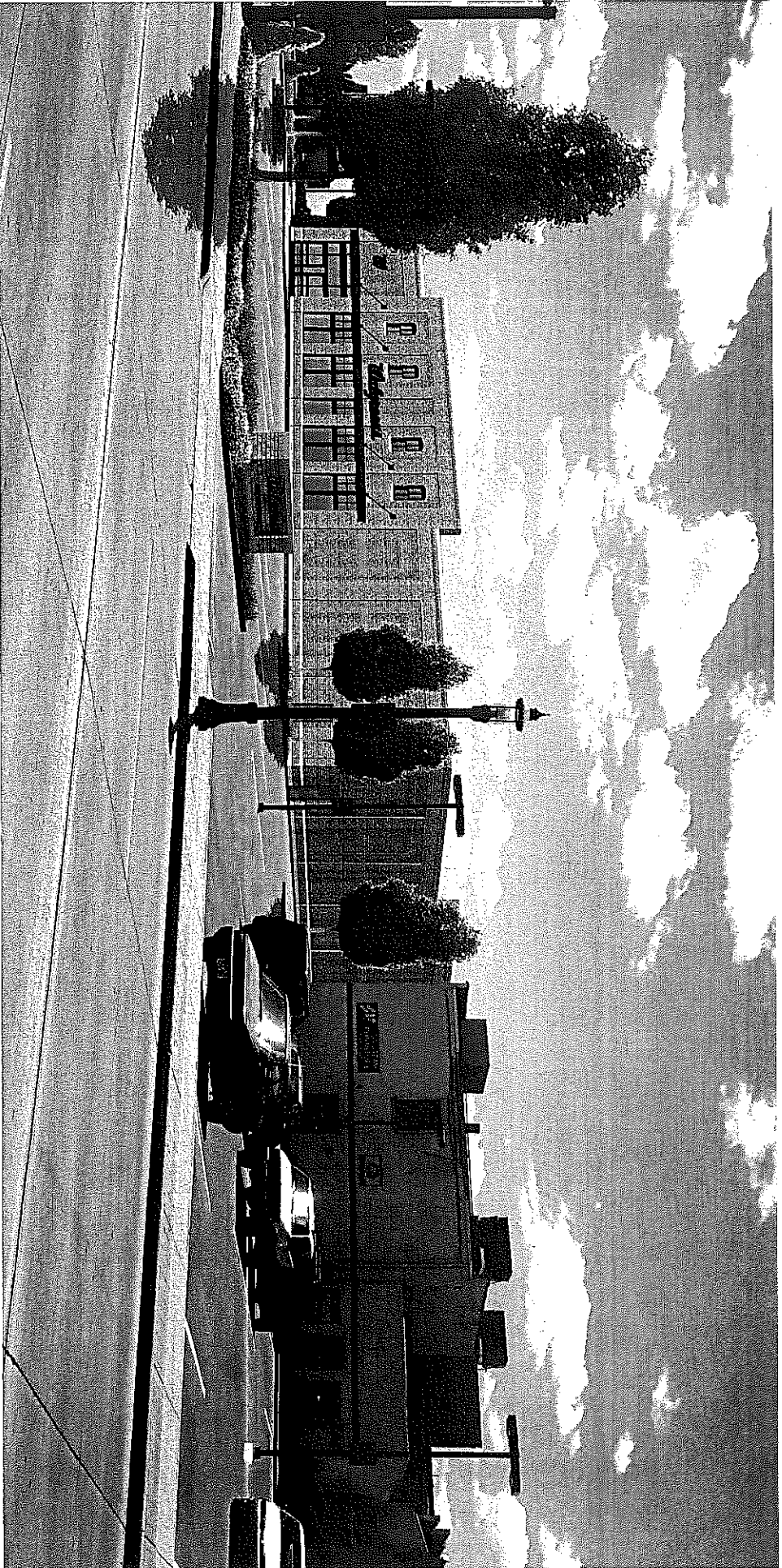




PERSPECTIVE TO NW FROM SOUTH SIDE OF S. WISCONSIN ST.

Walgreens
S. Broadway & S. Wisconsin St. | De Pere, WI





PERSPECTIVE VIEW TOWARD SW FROM EAST SIDE OF S. WISCONSIN ST.

Walgreens
S. Broadway & S. Wisconsin St. | De Pere, WI



COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – June 4, 2013

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, June 4, 2013.

Mayor Mike Walsh called the meeting to order at 7:34 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Robert Heuvelmans, Jim Kneiszel, Larry Lueck, and Lisa Rafferty. Alderperson Mike Donovan was excused. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Lueck moved, seconded by Alderperson Boyd, to approve the minutes of the May 21, 2013 Regular Meeting of the Common Council. Upon vote, the minutes were approved unanimously.

4A. A Public Hearing to act on a rezoning request for Parcel WD-74 and part of WD-D0230 from I-3 (General Industrial District) to B-2 (General Business District) was presented. Clerk Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal, on May 16th and May 23rd, 2013.

4B. City Planner Ken Pabich stated that the Plan Commission recommended approval.

Mayor Walsh declared the public hearing open for anyone wishing to speak; there was no one present who wished to speak and the public hearing was closed.

4C. Ordinance 13-12, Rezoning Certain Property (Parcel WD-74 and a portion of WD-D02030) was presented for consideration. Alderperson Bauer moved, seconded by Alderperson Crevier to approve the ordinance. Upon vote, motion carried unanimously.

5. Public Comment or other Announcements. None.

6. Presentation from Åmål, Sweden Sister City Delegation was presented by the Mayor of Åmål, Michael Karlsson.

7. Presentation on the status of the Green Bay Metro Transit System was presented by Tom Wittig.

RECOMMENDATION FROM THE PLAN COMMISSION

8A. A recommendation to review the Precise Implementation Plan (PIP) for Walgreens located at the northeast corner of Broadway and Wisconsin, applicant: Midland Development was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the recommendation. Upon vote, motion carried 6-1 with Alderperson Kneiszel voting nay.

8B. A recommendation to review the CSM for the site, applicant: Midland Development was presented. Alderperson Lueck moved, seconded by Alderperson Crevier to approve the recommendation. Upon vote, motion carried 6-1 with Alderperson Kneiszel voting nay.

8C. A recommendation to review the extraterritorial 4 lot CSM on Tezlaff Road in the Town of Rockland, surveyor: Steve Zeitler was presented. Alderperson Lueck moved, seconded by Alderperson Heuvelmans to approve the recommendation. Upon vote, motion carried unanimously.

8D. A recommendation to review a single lot and single outlot CSM on the northwest corner of Ashland Avenue and Glory Road, surveyor: Steve Bieda was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the recommendation. Upon vote, motion carried unanimously.

8E. A recommendation to review the Affidavit for modifying the Green Area/Drainage Swale width on Trailside Estates, surveyor: Steve Bieda was presented. Alderperson Lueck moved, seconded by Alderperson Bauer to approve the recommendation. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE LICENSE COMMITTEE

- 9A. Renewal Applications submitted for "Class "B" Fermented Malt Beverage License, "Class B" Intoxicating Liquor Licenses, and "Class C" Wine Licenses for the Liquor Licenses for the licensing period July 1, 2013 to June 30, 2014 were presented. Alderperson Bauer moved, seconded by Alderperson Rafferty to approve the applications. Upon vote, motion carried unanimously.
- 9B. Application for a Class "B" Beer & "Class B" Liquor License for the Vault, 127 N. Broadway was presented. Alderperson Bauer moved, seconded by Alderperson Rafferty to approve the application. Upon vote, motion carried unanimously.
- 9C. Application for a Class "B" Fermented Malt Beverage License and "Class C" Wine License for Gyro Kabobs, 337 Main Avenue was presented. Alderperson Bauer moved, seconded by Alderperson Rafferty to approve the application. Upon vote, motion carried unanimously.
10. Resolution 13-64, Disallowance Of Claim (Michael Denis) was presented. Alderperson Kneiszel moved, seconded by Alderperson Crevier to approve the resolution. Upon vote, motion carried unanimously.
11. Resolution 13-65, Authorizing Agreement Regarding The Sale And Purchase Of Certain Property Located On Glory Road Between The City Of De Pere And Jake Ventures, LLC was presented. Alderperson Crevier moved, seconded by Alderperson Bauer to approve the resolution. Upon vote, motion carried unanimously.
12. Resolution 13-66, Authorizing Contracts For Contractor Services (Concrete Grinding and Mudjacking) was presented. Alderperson Kneiszel moved, seconded by Alderperson Bauer to approve the resolution. Upon roll call vote, motion carried unanimously.
13. Resolution 13-67, Authorizing Subscription Agreement With Government Outreach, Inc. For Public Outreach Software was presented. Alderperson Crevier moved, seconded by Alderperson Rafferty to approve the resolution. Upon roll call vote, motion carried unanimously.
14. Resolution 13-68, Amending Section 5 Of The City Rules And Regulations Concerning Creating, Filling And Elimination Of Positions Within The City's Table Of Organizations was presented. Alderperson Lueck moved, seconded by Alderperson Rafferty to approve the resolution. Discussion followed. Upon vote, motion carried unanimously.
15. Resolution 13-69, Authorizing Developing Agreement Between The City Of De Pere And Green Bay Packaging, Inc. was presented. Alderperson Crevier moved, seconded by Alderperson Heuvelmans to approve the resolution. Upon roll call vote, motion carried unanimously.
16. Resolution 13-70, Authorizing Participation In Forming A Bay-Lake Regional Loan Fund was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the resolution. Upon roll call vote, motion carried unanimously.
17. Resolution 13-71, Authorizing Intergovernmental Agreement Between The City Of De Pere And Brown County Regarding Fencing At The De Pere Ice Arena was presented. Alderperson Crevier moved, seconded by Alderperson Rafferty to approve the resolution. Upon vote, motion carried unanimously.
18. Resolution 13-72, Authorizing Yoga In The Park Agreement was presented. Alderperson Heuvelmans moved, seconded by Alderperson Kneiszel to approve the resolution. Alderperson Crevier moved, seconded by Alderperson Kneiszel to open the meeting. Allyson Watson of Definitely De Pere explained Yoga in the Park to the Council. Alderperson Crevier moved, seconded by Alderperson Bauer to close the meeting. Upon vote, motion carried unanimously. Upon vote on the resolution, motion carried unanimously.
19. Resolution 13-73, A Resolution Authorizing And Directing The Publication Of Notice Of The Adoption Of Initial Resolutions was presented. Alderperson Bauer moved, seconded by Alderperson Boyd, to approve the resolution. Discussion followed. Upon vote, motion carried unanimously. (After approving Resolution 13-79, the Council came

back to Resolution 13-73 after it was discovered that a roll call vote was necessary to approve this resolution. Upon roll call vote, motion carried unanimously.)

20. Resolution 13-74, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$1,725,000 General Obligation Bonds For Street Lighting, Street Improvements, And Street Improvement Funding was presented. Alderperson Crevier moved, seconded by Alderperson Boyd to approve the resolution. Upon roll call vote, motion carried unanimously.

21. Resolution 13-75, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$295,000 General Obligation Bonds For Parks And Public Grounds was presented. Alderperson Heuvelmans moved, seconded by Alderperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

22. Resolution 13-76, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$2,835,000 General Obligation Bonds For Acquiring And Developing Sites For Industry And Commerce As Will Expand The Municipal Tax Base was presented. Alderperson Crevier moved, seconded by Alderperson Rafferty to approve the resolution. Upon roll call vote, motion carried unanimously.

23. Resolution 13-77, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$1,310,000 Taxable General Obligation Bonds For Providing Financial Assistance To Blight Elimination, Slum Clearance, Community Development, Redevelopment, And Urban Renewal Programs And Projects was presented. Alderperson Crevier moved, seconded by Alderperson Boyd to approve the resolution. Upon roll call vote, motion carried unanimously.

24. Resolution 13-78, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$2,595,000 General Obligation Refunding Bonds was presented. Alderperson Rafferty moved, seconded by Alderperson Kneiszel to approve the resolution. Upon roll call vote, motion carried unanimously.

25. Resolution 13-79, A Resolution Authorizing And Providing For The Issuance Of Not To Exceed \$8,760,000 General Obligation Bonds; Providing For The Notification And Sale Of Said Bonds; And Other Related Details was presented. Alderperson Bauer moved, seconded by Alderperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

26. The consideration of a Community Service Grant Application was presented. Alderperson Crevier moved, seconded by Alderperson Kneiszel to approve the grant application. Upon roll call vote, motion carried unanimously.

27. Appointment to Teen Advisory Committee by Mayor Walsh was presented. Alderperson Rafferty moved, seconded by Alderperson Heuvelmans to approve the appointment. Upon vote, motion carried unanimously.

28. The vouchers were presented. Alderperson Crevier moved, seconded by Alderperson Bauer to approve the vouchers. Upon vote, motion carried unanimously.

29. Applications for Operator's Licenses were presented.

CITY OF DE PERE - JUNE 4, 2013

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses for the 2012-2014 Licensing Period					
1	PAUDEL, DHARANI D.	1305 LUCERNE DR., 23	MENASHA	WI	54952
Operator Licenses for the 2012-2014 Licensing Period					
1	BRUSKY, APRIL L.	1333 ROCKWELL RD.	GREEN BAY	WI	54313
2	GERRITS, MARIA D.	2669 TROJAN DR., APT. 516	GREEN BAY	WI	54304
3	GEURTS, TYLER D.	1229 MARQUETTE AVE.	GREEN BAY	WI	54304
4	LEALIOU, SAMANTHA J.	5348 ALLAN RD.	LITTLE SUAMICO	WI	54141
5	RADUE, PATRICK E.	1000 DIVOT PL.	GREEN BAY	WI	54313
6	RAMIREZ, JUAN A.	1376 W. HIAWATHA	APPLETON	WI	54914
7	SALINAS-CANO, OSCAR	3203 ST. ANDREWS CT.	GREEN BAY	WI	54301
8	VANDERVEREN, SAMANTHA F.	1493 ELM ST.	GREEN BAY	WI	54302

Aldersperson Bauer moved, seconded by Aldersperson Lueck to approve Previously Tabled Operator License #1. Upon vote, motion carried unanimously. Aldersperson Bauer moved, seconded by Aldersperson Heuvelmans to table Operator License #3 and to approve Operator Licenses #1, 2 & 4-8. Upon vote, motion carried unanimously.

30. Future Agenda Items. None.

31. Consideration of Resolution #13-80, Authorizing Master Commercial Electrical Inspector Agreement With Robert B. Gerbers and discussion of Fire Union Furlough Arbitration decision were presented. Aldersperson Crevier moved, seconded by Aldersperson Rafferty to go into closed session. Upon roll call vote, motion carried unanimously.

32. Discussion of Fire Union Furlough Arbitration Decision was addressed in closed session at 9:25 p.m. Aldersperson Heuvelmans moved, seconded by Aldersperson Boyd to reconvene in open session. Upon roll call vote, motion carried unanimously.

Aldersperson Heuvelmans moved, seconded by Aldersperson Boyd to approve Resolution 13-80. Upon roll call vote, motion carried 6-1 with Aldersperson Rafferty voting nay. No action was taken on Agenda Item #32.

Aldersperson Bauer moved, seconded by Aldersperson Crevier to adjourn. Upon vote, motion carried unanimously. The Common Council adjourned at 10:14 p.m.

Respectfully submitted,

Shana Defnet
 Clerk-Treasurer

RECOMMENDATIONS

June 11, 2013
De Pere, Wisconsin

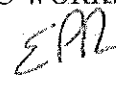
Recommendations to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, June 11, 2013:

- A. Recommend award the bid for Project 13-04 Concrete Street Construction/Reconstruction to Zignego Company, Inc., W226 N2940 Duplainville Road, Waukesha, Wisconsin 53186 in the amount of \$1,033,388.30.
- B. Recommend rejection of bids for Project 13-06 Hemlock Creek Stream Crossing.
- C. Recommend award for Project 13-07 Asphalt, Curb, and Sewer Repair to Northeast Asphalt, Inc., 1524 Atkinson Drive, Green Bay, Wisconsin 54303.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

Eric P. Rakers, P.E.
City Engineer



City of De Pere Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works

From: Karen Heyrman, P.E., Assistant City Engineer *kh*

Date: June 3, 2013

Subject: Consider Award for Project 13-04 Street Reconstruction/Reconstruction*

The Engineering Department received bids for Project 13-04 Street Reconstruction/Reconstruction on May 30th. This work includes new concrete paving and street lighting on Innovation Court as well as concrete street reconstruction and storm sewer on the east half of American Boulevard between Fortune Avenue and Scheuring Road. The bids received were as follows:

Bidder	Amount
Zignego Company, Inc.	\$1,033,388.30
Vinton Construction Company	\$1,084,056.20
Jossart Brothers, Inc.	\$1,104,777.55
LaLonde Contractors, Inc.	\$1,117,463.58
Michels Paving	\$1,187,720.57

The budgeted amount from the capital improvement fund is \$1,123,400. Funding will be \$910,000 from TID 6 and \$213,400 from TID 8. The staff recommendation is to award the bid to Zignego Company Inc. in the amount of \$1,033,388.30.

PROJECT 13-04 Concrete Street Construction/Reconstruction

BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER													
ST-01	Install 8" PVC Storm	LF	10	\$130.00	\$1,300.00	\$370.00	\$3,700.00	\$65.00	\$650.00	\$47.00	\$470.00	\$50.50	\$505.00
ST-02	Remove and Replace 12" PVC or RCP Class IV Storm Sewer	LF	20	\$130.00	\$2,600.00	\$1,180.00	\$1,400.00	\$70.00	\$1,400.00	\$42.00	\$840.00	\$44.63	\$892.60
ST-03	Remove and Replace 15" PVC or RCP Class IV Storm Sewer	LF	32.5	\$53.00	\$17,225.00	\$18,850.00	\$18,850.00	\$72.00	\$23,400.00	\$63.00	\$20,475.00	\$67.87	\$22,057.75
ST-04	Remove and Replace 21" RCP Class IV Storm Sewer	LF	40	\$60.00	\$2,400.00	\$3,040.00	\$3,040.00	\$105.00	\$4,200.00	\$72.00	\$2,880.00	\$77.63	\$3,105.20
ST-05	Remove and Replace 36" RCP Class IV Storm Sewer	LF	1,040	\$64.00	\$66,560.00	\$104,000.00	\$104,000.00	\$103.00	\$107,120.00	\$92.00	\$95,680.00	\$98.95	\$102,908.00
ST-06	Remove and Replace 42" RCP Class IV Storm Sewer	LF	380	\$84.00	\$31,920.00	\$45,600.00	\$45,600.00	\$125.00	\$47,500.00	\$105.00	\$39,900.00	\$113.09	\$42,974.20
ST-07	Remove and Replace 29"X43" RCP Horizontal Elliptical Class HE-IV Storm	LF	312	\$120.00	\$37,440.00	\$44,304.00	\$44,304.00	\$150.00	\$46,800.00	\$128.00	\$39,936.00	\$137.50	\$42,900.00
ST-08	Remove and Replace 3' Diameter Storm Manhole	VF	7	\$520.00	\$3,640.00	\$330.00	\$2,310.00	\$400.00	\$2,800.00	\$505.00	\$3,535.00	\$542.53	\$3,797.71
ST-09	Remove and Replace 6' Diameter Storm Manhole	VF	13	\$560.00	\$7,280.00	\$5,590.00	\$5,590.00	\$530.00	\$6,890.00	\$559.00	\$7,267.00	\$600.68	\$7,808.84
ST-10	Remove and Replace 8' Diameter Storm Manhole	VF	24	\$600.00	\$14,400.00	\$18,720.00	\$18,720.00	\$780.00	\$18,720.00	\$818.00	\$19,632.00	\$879.28	\$21,102.72
ST-11	Reconnect to Existing Pipe	EACH	11	\$250.00	\$2,750.00	\$8,910.00	\$8,910.00	\$500.00	\$5,500.00	\$705.00	\$7,755.00	\$757.50	\$8,332.50
ST-12	Reconnect to Existing Manhole	EACH	3	\$400.00	\$1,200.00	\$1,980.00	\$1,980.00	\$1,000.00	\$3,000.00	\$705.00	\$2,115.00	\$757.50	\$2,272.50
ST-13	Abandon Existing Storm Pipe	LF	2,230	\$8.00	\$17,840.00	\$10,035.00	\$10,035.00	\$17.00	\$37,910.00	\$16.00	\$35,680.00	\$17.17	\$38,289.10
ST-14	Install Concrete Collar	EACH	3	\$450.00	\$1,350.00	\$1,050.00	\$1,050.00	\$1,000.00	\$3,000.00	\$798.00	\$2,394.00	\$858.50	\$2,575.50
ST-15	Type B Inlet	EACH	3	\$2,200.00	\$6,600.00	\$4,950.00	\$4,950.00	\$1,650.00	\$4,950.00	\$1,644.00	\$4,932.00	\$1,767.50	\$5,302.50
ST-16	Abandon Existing Storm Manhole	EACH	5	\$200.00	\$1,000.00	\$1,250.00	\$1,250.00	\$500.00	\$2,500.00	\$282.00	\$1,410.00	\$303.00	\$1,515.00

STREET AND DRAINAGE CONSTRUCTION

SD-01	Pavement Removal	SY	13,304	\$3.00	\$39,912.00	\$35,255.60	\$35,255.60	\$2.65	\$29,934.00	\$4.59	\$61,065.36	\$3.95	\$52,550.80
SD-02	Unclassified Excavation	CY	2,229	\$9.50	\$21,175.50	\$54,833.40	\$54,833.40	\$24.60	\$21,732.75	\$11.08	\$24,697.32	\$15.25	\$33,992.25
SD-03	1 1/4-inch Crushed Aggregate Base Course Asphaltic Concrete Pavement Type E-1	TON	1,050	\$7.50	\$7,875.00	\$9,870.00	\$9,870.00	\$9.40	\$8,925.00	\$12.05	\$12,652.50	\$13.50	\$14,175.00
SD-04	(PG64-22) Upper Layer Asphaltic Concrete Pavement Type E-1	TON	80	\$199.00	\$15,920.00	\$12,720.00	\$12,720.00	\$159.00	\$16,800.00	\$199.00	\$15,920.00	\$199.00	\$15,920.00
SD-05	(PG64-22) Lower Layer Asphaltic Concrete Pavement Type E-1	TON	120	\$94.85	\$11,382.00	\$11,382.00	\$11,382.00	\$94.85	\$12,000.00	\$94.85	\$11,382.00	\$94.85	\$11,382.00
SD-06	Concrete Curb & Gutter Integral	LF	7,580	\$9.00	\$68,220.00	\$79,590.00	\$79,590.00	\$10.50	\$92,855.00	\$7.45	\$56,471.00	\$8.22	\$62,307.60
SD-07	Concrete Curb and Gutter	LF	150	\$30.00	\$4,500.00	\$3,525.00	\$3,525.00	\$23.50	\$4,650.00	\$18.54	\$2,781.00	\$19.50	\$2,925.00
SD-08	9" Doweled Concrete Pavement with integral curb & gutter	SY	11,560	\$34.50	\$398,820.00	\$366,683.20	\$366,683.20	\$31.72	\$378,012.00	\$33.00	\$381,480.00	\$35.89	\$414,888.40
SD-09	8" Doweled Concrete Pavement with integral curb & gutter	SY	4,010	\$30.60	\$122,706.00	\$105,543.20	\$105,543.20	\$26.32	\$108,671.00	\$27.10	\$110,395.30	\$33.20	\$133,132.00
SD-10	Concrete Pavement Gaps	EACH	4	\$800.00	\$3,200.00	\$3,000.00	\$3,000.00	\$800.00	\$3,200.00	\$500.00	\$2,000.00	\$850.00	\$3,400.00
SD-11	Remove and Replace Concrete Sidewalk or Driveway 9-inch	SY	200	\$63.00	\$12,600.00	\$10,200.00	\$10,200.00	\$51.00	\$13,000.00	\$42.92	\$8,584.00	\$45.90	\$9,180.00

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1 Zignego		BIDDER NO. 2 Vinton Construction Company		BIDDER NO. 3 Jossart Brothers, Inc.		BIDDER NO. 4 LaLonde Contractors, Inc.		BIDDER NO. 5 Michels Paving	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-12	Remove and Replace Concrete Sidewalk and Ramp 6-inch	SY	50	\$60.00	\$3,000.00	\$45.00	\$2,250.00	\$61.00	\$3,050.00	\$37.09	\$1,854.50	\$40.00	\$2,000.00
SD-13	Detectable Warning Field Yellow Landscaping - Topsoil, Seed, Fertilizer and Mulch	EACH	3	\$400.00	\$1,200.00	\$240.00	\$720.00	\$310.00	\$930.00	\$250.00	\$750.00	\$240.00	\$720.00
SD-14		SY	6,200	\$3.55	\$22,010.00	\$4.90	\$30,380.00	\$2.00	\$12,400.00	\$4.50	\$27,900.00	\$3.56	\$22,072.00
SPECIAL CONSTRUCTION													
SP-01	Inlet Protection, Type B	EACH	8.00	\$100.00	\$800.00	\$40.00	\$320.00	\$75.00	\$600.00	\$75.00	\$600.00	\$100.00	\$800.00
SP-02	Erosion Mat	SY	90.00	\$10.00	\$900.00	\$2.00	\$180.00	\$5.00	\$450.00	\$6.00	\$540.00	\$5.00	\$450.00
SP-03	Tracking Pad	EACH	2.00	\$500.00	\$1,000.00	\$1.00	\$2.00	\$750.00	\$1,500.00	\$645.00	\$1,290.00	\$2,500.00	\$5,000.00
SP-04	Adjust Inlet	EACH	9.00	\$150.00	\$1,350.00	\$350.00	\$3,150.00	\$400.00	\$3,600.00	\$320.00	\$2,880.00	\$400.00	\$3,600.00
SP-05	Adjust Manhole	EACH	4.00	\$150.00	\$600.00	\$350.00	\$1,400.00	\$400.00	\$1,600.00	\$320.00	\$1,280.00	\$500.00	\$2,000.00
SP-06	Electrical Service Meter Breaker Pedestal Special (Innovation Ct.)	LS	1.00	\$1,850.00	\$1,850.00	\$1,850.00	\$1,850.00	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00	\$1,850.00	\$1,850.00
SP-07	Luminaire LED, with photoeye control	EACH	8.00	\$680.00	\$5,440.00	\$680.00	\$5,440.00	\$700.00	\$5,600.00	\$704.00	\$5,632.00	\$680.00	\$5,440.00
SP-08	Conduit, 2" minimum	LF	2,680.00	\$4.00	\$10,720.00	\$4.00	\$10,720.00	\$4.10	\$10,988.00	\$4.20	\$11,256.00	\$4.00	\$10,720.00
SP-09	Concrete Base, Type 5	EACH	8.00	\$575.00	\$4,600.00	\$575.00	\$4,600.00	\$590.00	\$4,720.00	\$600.00	\$4,800.00	\$575.00	\$4,600.00
SP-10	Pull Box 24x42-inch	EACH	2.00	\$550.00	\$1,100.00	\$550.00	\$1,100.00	\$575.00	\$1,150.00	\$575.00	\$1,150.00	\$550.00	\$1,100.00
SP-11	Poles Type 5-Aluminum, anodized black Luminaire Arms Single Member, 4 1/2-Inch	EACH	8.00	\$1,280.00	\$10,240.00	\$1,280.00	\$10,240.00	\$1,300.00	\$10,400.00	\$1,485.00	\$11,880.00	\$1,280.00	\$10,240.00
SP-12	Clamp 8-FT, anodized black	EACH	8.00	\$275.00	\$2,200.00	\$275.00	\$2,200.00	\$300.00	\$2,400.00	\$241.00	\$1,928.00	\$275.00	\$2,200.00
SP-13	Transformer Base Breakaway 11 1/2-Inch Bolt Circle, anodized black with factory	EACH	8.00	\$340.00	\$2,720.00	\$340.00	\$2,720.00	\$350.00	\$2,800.00	\$298.00	\$2,384.00	\$340.00	\$2,720.00
SP-14	Electrical Wire Lighting 12 AWG	LF	1,060.00	\$0.50	\$530.00	\$0.50	\$530.00	\$0.52	\$551.20	\$0.58	\$614.80	\$0.50	\$530.00
SP-15	Electrical Wire Lighting	LF	7,820.00	\$1.00	\$7,820.00	\$1.00	\$7,820.00	\$1.03	\$8,054.60	\$1.10	\$8,602.00	\$1.00	\$7,820.00
SP-16	Pavement Marking Epoxy 4-inch white	LF	4,680.00	\$0.75	\$3,510.00	\$0.75	\$3,510.00	\$0.80	\$3,744.00	\$0.75	\$3,510.00	\$1.70	\$7,956.00
SP-17	Pavement Marking Epoxy 8-Inch white	LF	830.00	\$0.98	\$813.40	\$0.98	\$813.40	\$1.00	\$830.00	\$0.98	\$813.40	\$3.40	\$2,822.00
SP-18	Pavement Marking Stop Line Epoxy 18-inch	LF	40.00	\$12.75	\$510.00	\$12.75	\$510.00	\$13.00	\$520.00	\$12.75	\$510.00	\$8.70	\$348.00
SP-19	Pavement Marking Crosswalk Epoxy 12-inch	LF	170.00	\$10.50	\$1,785.00	\$10.50	\$1,785.00	\$11.00	\$1,870.00	\$10.50	\$1,785.00	\$6.80	\$1,156.00
SP-20	Pavement Marking Arrows Epoxy Type 1	EACH	22.00	\$105.00	\$2,310.00	\$105.00	\$2,310.00	\$110.00	\$2,420.00	\$105.00	\$2,310.00	\$160.00	\$3,520.00
SP-21	Pavement Marking Arrows Epoxy Type 2	EACH	44.00	\$125.00	\$5,500.00	\$125.00	\$5,500.00	\$130.00	\$5,720.00	\$125.00	\$5,500.00	\$200.00	\$8,800.00
SP-22	Temporary Pavement Marking Reflective Tape 4-inch yellow	LF	5,680.00	\$0.94	\$5,339.20	\$0.94	\$5,339.20	\$1.00	\$5,680.00	\$0.94	\$5,339.20	\$0.94	\$5,339.20
SP-23	Temporary Pavement Marking Stopline Removable Tape 18-inch	LF	40.00	\$1.88	\$75.20	\$1.88	\$75.20	\$2.00	\$80.00	\$1.88	\$75.20	\$1.88	\$75.20
SP-24	Traffic Control	LS	1.00	\$13,650.00	\$13,650.00	\$13,650.00	\$13,650.00	\$5,000.00	\$5,000.00	\$38,650.00	\$38,650.00	\$13,650.00	\$13,650.00
				TOTAL BID	\$1,033,388.30		\$1,084,056.20		\$1,104,777.55		\$1,117,463.58		\$1,187,720.57

City of De Pere Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works

From: Eric P. Rakers, P.E., City Engineer *EP2*

Date: June 6, 2013

Subject: Consider Rejection of Bids for Project 13-06 Hemlock Creek Stream Crossing*

The Engineering Department received bids on Project 13-06 Hemlock Creek Stream Crossing on May 30, 2013. This project involves relaying a 15" and 18" culvert on Hemlock Creek at the Preserve Trail. The project bid included a base bid of 4-96" (8' diameter) culverts, an aluminum arch, or precast arch structure. The Preserve Trail is being overtopped by flow several times a year due to the severely undersized culverts. Erosion is occurring on the trail. The bids received were as follows:

Bidder	Amount
PTS Contractors, Inc.	\$342,521.50
Jossart Brothers, Inc.	\$353,352.50
Kruczek Construction, Inc.	\$521,000.00

Staff is recommending rejection of the bids. The budgeted amount for the project from TID #8 was \$187,000. Based on discussions with contractors, there is a significant cost included in the bids to get access to the site due to the weight of the structures and potentially poor soils. Staff is investigating the alternatives of bidding corrugated metal culverts and/or construction in the winter when the ground is frozen and access to the site will be easier.

PROJECT 13-06 Hemlock Creek Stream Crossing

BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	
								PTS Contractors, Inc.	Jossart Brothers, Inc.	Kruczek Construction Inc.
ST-1	4 - 96" Diameter Concrete Culverts, 40 feet in length each (160 feet total length), to include Structural Design, Installation, Site Dewatering, Excavation for Structures, Backfilling, Concrete Headwalls and Wingwalls, Footings and Cutoff Walls, 9" of 1 1/4" Crushed Aggregate Base Course, 3" of 3/8" Crushed Aggregate Surface Course and all appurtenances required within the limits of structure construction.	LS	1	\$307,600.00	\$307,600.00	\$217,000.00	\$217,000.00	\$290,000.00	\$290,000.00	\$290,000.00
SD-1	Clearing and Grubbing to include removal and disposal of all material.	LS	1	\$3,300.00	\$3,300.00	\$6,000.00	\$6,000.00	\$31,000.00	\$31,000.00	\$31,000.00
SD-2	Unclassified Excavation to the subgrade elevation at locations requiring excavation of any of the existing trail as shown in the drawings outside of the limits of structure construction.	LS	1	\$5,900.00	\$5,900.00	\$105,000.00	\$105,000.00	\$150,000.00	\$150,000.00	\$150,000.00
SD-3	3/8-inch Crushed Rock Chips	TON	30	\$11.55	\$346.50	\$11.75	\$352.50	\$18.50	\$555.00	\$555.00
SD-4	1-1/4-inch Crushed Aggregate Base Course, Gradation No. 2	TON	225	\$11.80	\$2,655.00	\$12.00	\$2,700.00	\$18.50	\$4,162.50	\$4,162.50
SD-5	Landscaping -- Topsoil, Seed, Fertilize, Mulch	LS	1	\$7,700.00	\$7,700.00	\$10,000.00	\$10,000.00	\$25,500.00	\$25,500.00	\$25,500.00
SC-1	Install, Maintain, and Remove Silt Fence	LF	200	\$4.25	\$850.00	\$4.00	\$800.00	\$3.00	\$600.00	\$600.00
SC-2	Provide Erosion Control Re-Vegetation Mat, Class I	SY	100	\$6.00	\$600.00	\$5.00	\$500.00	\$5.00	\$500.00	\$500.00
SC-3	Extra Heavy Riprap to include Excavation, Filter Fabric, 6-Inch Base Construction.	SY	110	\$59.00	\$6,490.00	\$50.00	\$5,500.00	\$75.00	\$8,250.00	\$8,250.00
SC-4	Heavy Riprap to include Excavation, Filter Fabric, 6-Inch Base Construction.	SY	70	\$59.00	\$4,130.00	\$50.00	\$3,500.00	\$75.00	\$5,250.00	\$5,250.00
SC-5	Install, Maintain and Remove Rock Filled Erosion Control Bags	EACH	100	\$18.50	\$1,850.00	\$10.00	\$1,000.00	\$15.00	\$1,500.00	\$1,500.00
SC-6	Install, Maintain and Remove Tracking Pad	EACH	1	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$3,682.50	\$3,682.50	\$3,682.50
				TOTAL AMOUNT BID:		\$342,521.50	\$353,352.50		\$521,000.00	

City of De Pere Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Karen Heyrman, P.E., Assistant City Engineer *KH*
Date: June 3, 2013
Subject: Consider Award for Project 13-07 Asphalt, Curb, and Sewer Repair*

The Engineering Department received bids for Project 13-07 Asphalt, Curb, and Sewer Repair on May 30th. This work includes: alley reconstruction, Preserve Trail extension, parking lot construction, spot storm sewer repairs, inlet repair and replacement, manhole adjustment and repair, spot curb and gutter repair and replacement, mudjacking curb, milling and pulverizing asphaltic concrete pavement, asphaltic concrete paving, asphaltic concrete pavement patching, sanitary sewer repairs on existing sewer, and terrace landscape restoration. The bids received were as follows:

Bidder	Amount
Northeast Asphalt, Inc.	\$868,310.50
MCC, Inc.	\$897,472.23

The budgeted amount from the capital improvement budget is \$977,870. Funding will be \$680,000 from the capital improvement fund, \$50,000 from the storm water utility fund \$230,120 from TID #8, and \$17,710 from the Park Department.

The staff recommendation is to award the bid to Northeast Asphalt, Inc. in the amount of \$868,310.50.

PROJECT 13-07 ASPHALT, SEWER, & CURB REPAIR

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER							
ST-01	Install 6" PVC Storm Sewer	LF	80	\$24.00	\$1,920.00	\$24.00	\$1,920.00
ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	270	\$48.15	\$13,000.50	\$48.14	\$12,997.80
ST-03	Install 12-PVC or RCP (Class III) Storm Sewer	LF	365	\$32.00	\$11,680.00	\$32.00	\$11,680.00
ST-04	Install 12-Inch Concrete Endwall	EACH	16	\$390.00	\$6,240.00	\$389.94	\$6,239.04
ST-05	Install 12-Inch Corrugated Metal Culvert Pipe	LF	30	\$36.85	\$1,105.50	\$36.84	\$1,105.20
ST-06	Install 12-Inch Metal Endwall	EACH	2	\$100.00	\$200.00	\$99.99	\$199.98
ST-07	Remove and Replace 18" RCP (Class III) Storm Sewer	LF	5	\$75.00	\$375.00	\$74.99	\$374.95
ST-08	Remove and Replace 18" Concrete Endwall	EACH	1	\$445.00	\$445.00	\$444.94	\$444.94
ST-09	Install 21-PVC or RCP (Class III) Storm Sewer	LF	40	\$43.50	\$1,740.00	\$43.49	\$1,739.60
ST-10	Install 21-Inch Concrete Endwall	EACH	2	\$496.00	\$992.00	\$495.93	\$991.86
ST-11	Remove and Replace Type B Inlet	EACH	4	\$1,680.00	\$6,720.00	\$1,679.76	\$6,719.04
ST-12	Install Type B Inlet	EACH	4	\$1,680.00	\$6,720.00	\$1,679.76	\$6,719.04
ST-13	Abandon Existing Inlets	EACH	2	\$210.00	\$420.00	\$209.97	\$419.94
ST-14	Remove and Replace 4' Diameter Storm Manhole	VF	6.5	\$351.00	\$2,281.50	\$350.95	\$2,281.18
ST-15	Install 4' Diameter Storm Manhole	VF	11.5	\$351.00	\$4,036.50	\$350.95	\$4,035.93
ST-16	Abandon Existing Storm Manhole	EACH	1	\$440.00	\$440.00	\$439.94	\$439.94
STREET AND DRAINAGE CONSTRUCTION							
SD-01	Curb & Gutter Mud-Jacking	LF	550	\$4.25	\$2,337.50	\$4.25	\$2,337.50
SD-02	Remove and Replace Curb & Gutter	LF	2,820	\$32.60	\$91,932.00	\$29.75	\$83,895.00
SD-03	Install 24-Inch Concrete Curb and Gutter (Slip Form)	LF	830	\$15.00	\$12,450.00	\$15.45	\$12,823.50
SD-04	Install 36-inch Concrete Curb and Gutter (Slip Form)	LF	160	\$18.70	\$2,992.00	\$18.10	\$2,896.00
SD-05	Remove and Replace Concrete Sidewalk or Driveway 6-inch	SY	15	\$48.50	\$727.50	\$43.99	\$659.85
SD-06	Remove and Replace Concrete Sidewalk 4-Inch	SY	20	\$42.75	\$855.00	\$41.99	\$839.80
SD-07	Milling Asphaltic Concrete Pavement	SY	46,600	\$0.73	\$34,018.00	\$1.07	\$49,862.00
SD-08	Asphaltic Concrete Pavement Type E-1 (PG64-22) Overlay or Upper Layer	TON	7,380	\$50.25	\$370,845.00	\$52.48	\$387,302.40
SD-09	Asphaltic Concrete Pavement Type E-1 (PG64-22) 3" Surface - Trail	TON	530	\$57.30	\$30,369.00	\$63.95	\$33,893.50

		BIDDER NO. 1			BIDDER NO. 2		
		Northeast Asphalt, Inc.			MCC, Inc.		
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-10	Asphaltic Concrete Pavement Type E0.3 or E-1 (PG64-22) Lower Layer	TON	570	\$52.65	\$30,010.50	\$65.92	\$37,574.40
SD-11	Large Asphalt Patch Type E-1, (PG64-22)	SY	500	\$28.25	\$14,125.00	\$24.11	\$12,055.00
SD-12	Small Asphalt Patch Type E-1, (PG64-22)	SY	510	\$39.25	\$20,017.50	\$31.25	\$15,937.50
SD-13	Unclassified Excavation -Fort Howard Alley	CY	1,640	\$7.50	\$12,300.00	\$7.50	\$12,300.00
SD-14	Optimist Park	CY	5,610	\$7.95	\$44,599.50	\$7.95	\$44,599.50
SD-15	3/8" Crushed Dust Surface Course	TON	420	\$9.45	\$3,969.00	\$9.45	\$3,969.00
SD-16	3/4-inch Crushed Aggregate Base Course	TON	710	\$15.45	\$10,969.50	\$9.15	\$6,496.50
SD-17	1 1/4-inch Crushed Aggregate Base Course	TON	1,430	\$9.15	\$13,084.50	\$9.15	\$13,084.50
SD-18	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	12,800	\$4.00	\$51,200.00	\$4.00	\$51,200.00
SD-19	Provide Reinforcement for Curb and Gutter 2 - #4 Bars	LF	100	\$0.90	\$90.00	\$1.00	\$100.00
SD-20	Asphalt Flume	EACH	1	\$450.00	\$450.00	\$490.89	\$490.89
SD-21	Clearing & Grubbing	LS	1	\$3,800.00	\$3,800.00	\$3,799.45	\$3,799.45
SD-22	Borrow	CY	372	\$9.00	\$3,348.00	\$9.00	\$3,348.00
SPECIAL CONSTRUCTION							
SP-01	Inlet Protection, Type B	EACH	70	\$50.00	\$3,500.00	\$57.60	\$4,032.00
SP-02	Adjust Inlet	EACH	43	\$375.00	\$16,125.00	\$449.93	\$19,346.99
SP-03	Adjust Manhole	EACH	24	\$425.00	\$10,200.00	\$299.96	\$7,199.04
SP-04	Reconstruct Inlet (18 Each)	VF	50	\$260.00	\$13,000.00	\$259.96	\$12,998.00
SP-05	Reconstruct Manhole (1 Each)	VF	5	\$350.00	\$1,750.00	\$349.95	\$1,749.75
SP-06	Medium Rip Rap	SY	65	\$5.00	\$325.00	\$57.99	\$3,769.35
SP-07	Erosion Mat	SY	3,370	\$1.50	\$5,055.00	\$1.50	\$5,055.00
SP-08	Sediment Logs	EACH	11	\$75.00	\$825.00	\$74.99	\$824.89
SP-09	Tracking Pad	EACH	2	\$800.00	\$1,600.00	\$799.88	\$1,599.76
SP-10	Silt Fence	LF	400	\$3.00	\$1,200.00	\$3.00	\$1,200.00
SP-11	Dig Down and Repair Tee at Drop Manhole (Sullivan)	LS	1	\$1,925.00	\$1,925.00	\$1,924.72	\$1,924.72
					\$868,310.50		\$897,472.23

LICENSE COMMITTEE RECOMMENDATIONS

June 18, 2013
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on June 18, 2013.

1. Renewal Application for a Class "A" Beer Liquor License for Dollar General #10542, 805 Main Avenue, De Pere, WI. Submitted by Dolgencorp, LLC, Agent: Jack Fehrmann, 5904 County Road J, Oconto, WI 54153.
2. Request for approval of a premise description change for Chateau De Pere, 201 James St., De Pere, WI. Submitted by Harp & Eagle, Ltd., Agent: Rene Saulnier, 4109 Creamery Rd., De Pere, WI 54115.

Respectfully Submitted,

License Committee
Shana Defnet
Clerk-Treasurer

RECOMMENDATION

June 11, 2013
De Pere, Wisconsin

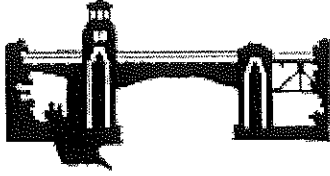
Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Finance/Personnel Committee at their duly convened meeting held June 11, 2013:

- A. Use of Park Land Dedication Funds for developing Master Plans for the De Pere Dog Park and Optimist Park.
- B. Fund ball diamond at Jim Martin Park.
- C. 4,000 donation to the Police Department for training room matting.
- D. Evaluate internal fire/EMS operations, evaluate possible mergers with other area fire/EMS departments and evaluate merging fire/EMS with police to form a public safety department to determine possible opportunities to improve the effectiveness and/or efficiency of fire/EMS and police operations.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator



Memorandum

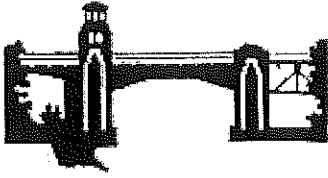
To: Finance Committee
From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry
Re: Request for Park Land Dedication Funds
Date: June 11, 2013

Issue: The Board of Park Commissioners is requesting \$7400 from the Park Land Dedication Fund for the purpose of developing Master Plans for the De Pere Dog Park and Optimist Park.

Summary: Both parks have very active user groups (De Pere Girls Softball Association – Optimist, De Pere Dog Park Committee – De Pere Dog Park) and are interested in developing the parks. In order to ensure we develop the park in an appropriate manner, conducting master plans is recommended. The Master Plans were not budgeted for in 2013, and have come about due to the recent requests of the user groups to advance the development of the parks. The Park Land Dedication Fund has approximately \$51,000 in its balance, in which funds can be used for the purposes of planning. The Board of Park Commissioners, Dog Park Committee, and De Pere Girls Softball Association are all in support of doing the plans and using funding from the Park Land Dedication Fund.

We received three quotes for conducting the Master Plans. A summary is below;

Consultant	Optimist Quote	Dog Park Quote	Total
Rettler Corp	\$4,850	\$3,550	\$8400 - \$1000 discount = \$7400
SAA Design Group	\$9,332	\$9,442	\$18,774 - \$1600 discount = \$17,174
Graef Consulting	\$29,900	\$24,900	\$54,400



Memorandum

To: Finance Committee

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

Re: Request for funding/Jim Martin Park Ball diamond

Date: June 11, 2013

Issue: The Park Board is requesting funds to construct a ball diamond at Jim Martin Park. The estimated cost of construction of the diamond is \$40,000.

Summary: The City was informed recently the likelihood of continuing to use Humana Sports Park is in sincere jeopardy. We have been able to sign a 6 month extension with Humana to cover this season, however we do not have any clear direction from Humana if we can continue the lease after this summer.

In reaction to the probability of losing Humana Sports Park, staff researched several options for replacing the diamonds and it's usage. Replacment of the diamonds is needed for two different reasons. First, the De Pere Baseball Pony League program continues to use Humana as a practice facility. The use of Humana for Pony League practice aids in keeping Gandrud Field as a high quality and game-caliber field. In addition, Humana Field also hosts a large amount of general rentals by the community. With the elimination of the Humana Fields it puts a strain on open times of our current ball fields as well as hinders the operation of the De Pere Pony League ball diamonds.

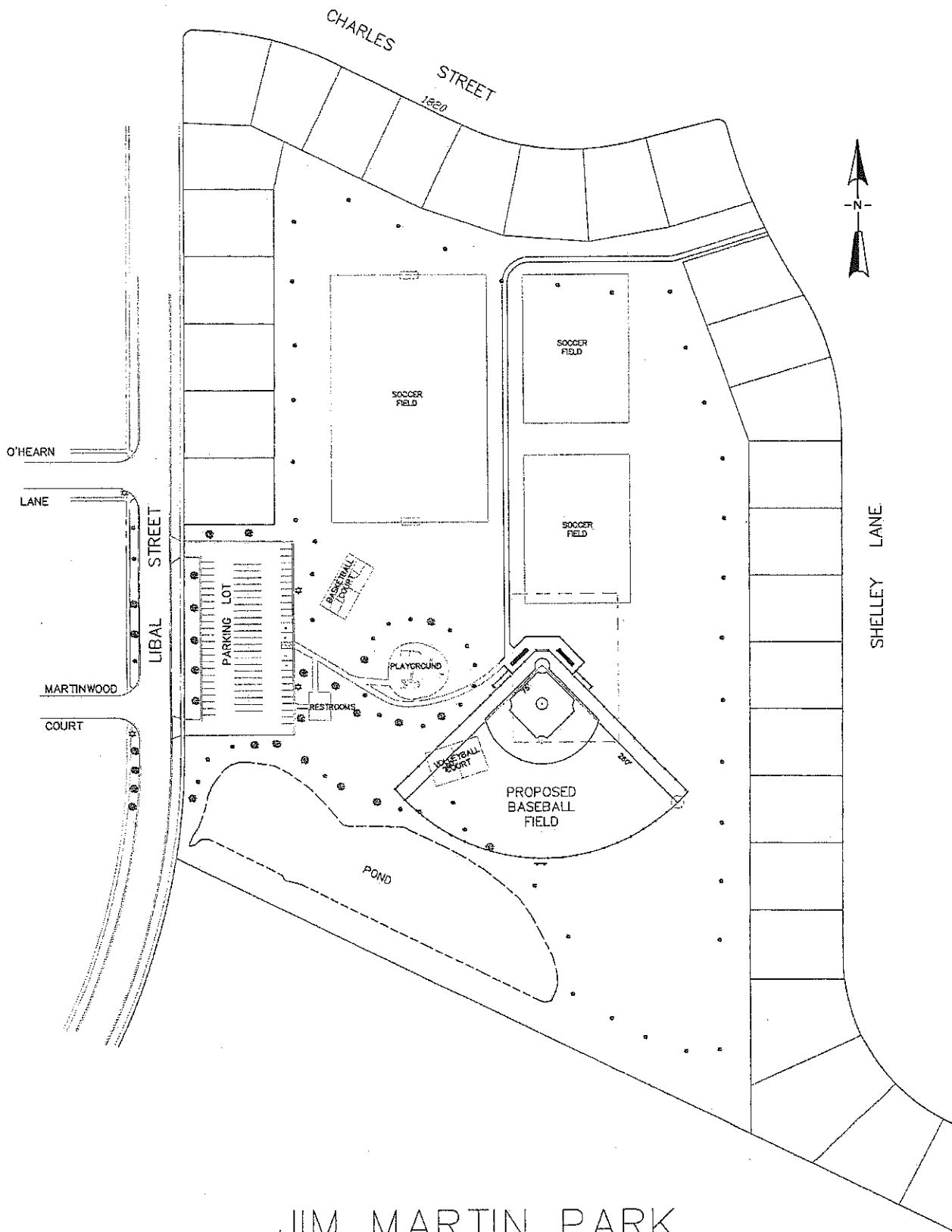
The ultimate goal is to replace the two diamonds at Humana with two new diamonds in the community. However, in the short term we do feel we could accommodate the needs of the community by constructing one multi-use diamond that would be primary to Pony League.

By choosing Jim Martin Park, we are selecting a location we could realistically have ready by next season. The terrain will allow us to construct a facility without regrading the outfield. Although the site will not be conducive to producing a game-caliber type of field, it will most certainly be a quality practice facility.

I have included cost estimates for constructing a basic diamond at Jim Martin Park and design developed by our Engineering Department. The proposed design of the park/diamond would not eliminate any soccer fields and does not hinder any current programming.

Jim Martin Park
Ball Diamond - Estimate

Item	Total (stone path)
Backstop (20-20-20)(Installed)	\$7,000
Fencing – 8 ft high (60 total feet)	\$1,200
Fencing – 6 ft high (900 total feet)	\$9,000
Fencing – Double Gate	\$800
Field Material (Sure Hop – same material on Legion) (delivered price only)	\$11,200
Excavation (to include excavation and installation of infield mix, and sodding volleyball area)	\$4,000
Misc (bases, pitching mounds, home plate, benches, storage box)	\$1,500
Accessibility Path (300 ft) Crushed stone, 6 ft wide (\$7/lineal foot) Sidewalk (\$24/lineal foot)	\$2,100
Concrete pads under dugout	\$700
Contingency	\$2,500
Total	\$40,000



JIM MARTIN PARK

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: Finance and Personnel Committee
From: Derek A. Beiderwieden, Chief of Police
Date: June 6, 2013
Subject: Donation of \$4,000 for Training Room Matting

The De Pere Fire and Police Departments are combining fitness rooms into one larger fitness room to be housed in the fire department basement. In the process the police department will be able to utilize the current workout area for other hands on combat training better known as Defense and Arrest Tactics or DAAT. The room will allow us to do DAAT training on a more regular basis and become more effective with arrests and officer survival.

We have received three donations to help fund the DAAT room matting for the floors and walls. An officer from the police department solicited the donations. The name of the company supplying the high quality mats is called Zebra Mat Company out of Minnesota. This is the same company that has done other area police department DAAT rooms.

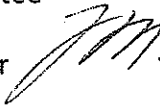
The following are the donators:

The Packers Organization - \$2,000.00
Belmark Company - \$1,000.00
Fraternal Order of Police - \$1,000.00

The donations fully cover the cost of the matting, and installation will be accomplished by department personnel.

Please accept these donations, and authorize the purchase of the matting. If you have any questions about this information, please contact me at 339-4075 at your convenience.

MEMORANDUM

TO: Finance & Personnel Committee
FROM: Larry Delo, City Administrator 
DATE: June 7, 2013
SUBJECT: Options to Evaluate Fire/EMS Operations

The City is currently contracting with RW Management to serve as interim fire chief. The City entered into a nine month agreement with RW Management to serve in this capacity to provide the City with adequate time to evaluate the current operations of the fire department to determine if the existing format and organizational structure would be retained or if other options should be evaluated and potentially implemented.

The Administration has identified four possible options to consider regarding fire/EMS operations:

1. Maintain operational status quo without further evaluation of other options.
2. Evaluate internal fire/EMS operations to determine possible opportunities to improve the effectiveness and/or efficiency of both fire and EMS operations.
3. Evaluate internal fire/EMS operations and also evaluate possible mergers with other area fire/EMS departments to determine possible opportunities to improve the effectiveness and/or efficiency of both fire and EMS operations.
4. Evaluate internal fire/EMS operations, evaluate possible mergers with other area fire/EMS departments and evaluate merging fire/EMS with police to form a public safety department to determine possible opportunities to improve the effectiveness and/or efficiency of fire/EMS and police operations.

I offered RW Management the opportunity to submit a proposal at this time that would provide services to complete option 2, option 3 or option 4. They decided to utilize this opportunity to submit a proposal at this time (see attachment). I also contacted another firm in the Midwest that conducts these types of evaluations and received a rough general budget cost estimate of \$30,000 for option 2, \$40,000 for option 3 and \$50,000 for option 4.

The Administration is seeking a recommendation from the committee for the City Council to determine which of the four options listed above is preferred and also to determine a recommendation to either utilize RW Management to complete the evaluation (if options 2, 3 or 4 are recommended) or to direct the administration to develop a request for proposals to solicit additional proposals from other firms to complete an evaluation.

RESOLUTION #13-82

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND RW MANAGEMENT GROUP, INC.
(Fire Department Organizational and Consolidation Feasibility Analysis)

WHEREAS, the City is in need of Fire Department organizational and consolidation feasibility analysis; and

WHEREAS, RW Management Group, Inc. has available and offers to provide personnel necessary to provide such analysis; and

WHEREAS, the Finance/Personnel Committee has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and RW Management Group, Inc. (Fire Department Organizational and Consolidation Feasibility Analysis) as is attached hereto as Exhibit 1.

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 June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND RW MANAGEMENT GROUP, INC.
(Fire Department Organizational and Consolidation Feasibility Analysis)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, ("City"), and RW Management Group, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of Fire Department organizational and consolidation feasibility analysis; and

WHEREAS, the Consultant has available and offers to provide personnel necessary to provide such analysis.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultants Proposal dated June 4, 2013 (Exhibit A), attached hereto and incorporated by reference. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those consulting services described in Phase 1 and Phase 2 of Exhibit A. 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. 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, the 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.

IV. 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.

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

V. CONFIDENTIALITY OF INFORMATION

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

VI. TIME FOR COMPLETION

The parties hereto agree that Consultant's work hereunder shall commence upon the execution of this Agreement and shall be completed as per the schedule identified in Exhibit A, unless otherwise agreed to in writing.

VII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation in the amount not to exceed \$15,000 payable as per the payment schedule identified in Exhibit A.

VIII. 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.

IX. INSURANCE

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 to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, 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.

X. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (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, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

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

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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. TERMINATION OF WORK

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.

XVI. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed 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 questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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.

XVII. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: City Administrator
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

RW Management Group, Inc.
Attention: Jeffrey R. Roemer, President
1295 Appleton Road, Suite 2
Menasha, WI 54952

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

RW MANAGEMENT GROUP, INC.

By:

Name: Jeffrey J. Roemer, President

Name: _____
Title: _____

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

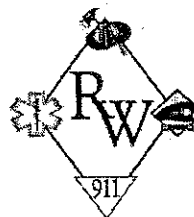
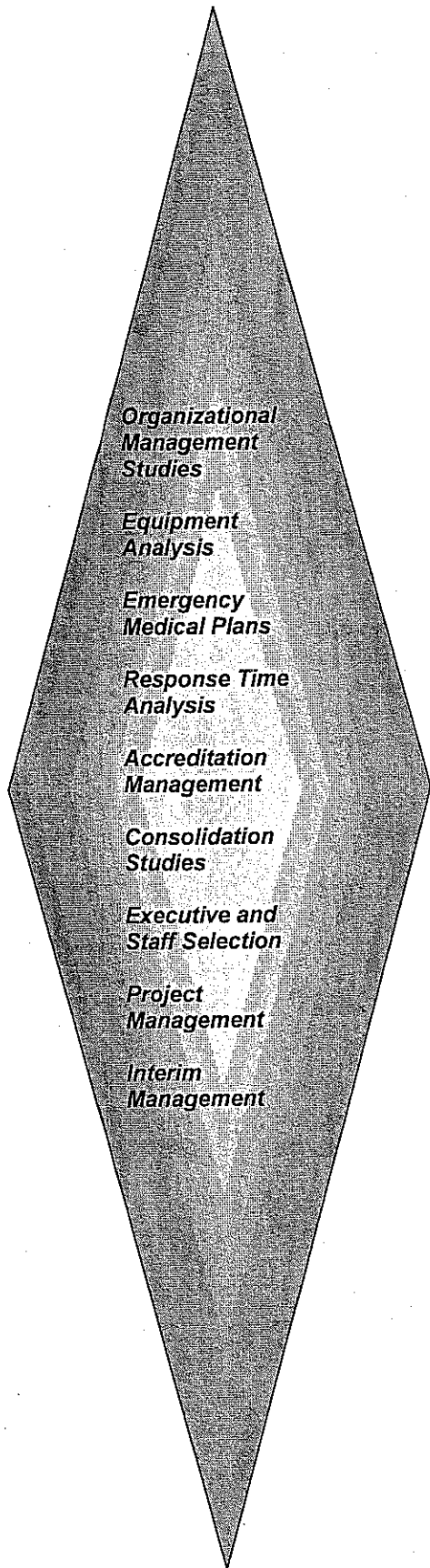
Shana L. Defnet, Clerk-Treasurer

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**PROPOSAL TO PROVIDE
PROFESSIONAL CONSULTING
SERVICES**



**FIRE DEPARTMENT
ORGANIZATIONAL
AND CONSOLIDATION
FEASIBILITY ANALYSIS**



RW Management Group, Inc.
1295 Appleton Rd., Suite 2
Menasha, WI 54952
Phone: 920.727.1000
Fax: 920.727.1003

www.rwmanagementgroup.com
jroemer@rwmanagementgroup.com

Date: June 4, 2013





CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

TRANSMITTAL LETTER

June 4, 2013

Larry Delo
City Administrator
City of De Pere
335 S. Broadway
De Pere, WI 54115

Dear Mr. Delo:

Thank you for the opportunity for RW Management Group, Inc. (RW) to respond to the "Fire Department Organizational and Consolidation Feasibility Analysis" proposal request for the City of De Pere (City). RW understands that the purpose of this project is to assess the current ability and effectiveness of the current fire department and identify and make recommendations regarding the provision of fire services. In addition to the Phase 1 analysis, we understand that a second phase would be to make recommendations regarding the feasibility of potential consolidations and the third phase would be to make recommendations relating to the options for a public safety agency. Accordingly, RW has prepared the enclosed proposal including details regarding our approach for completing the required project. The proposal allows for the utilization of RW's services in a multiple ways, which will allow the City to determine the next steps of the process based on the findings and situational changes.

RW believes that our extensive operational and strategic experience in the public safety area and the current working relationship and department knowledge relating to the Interim Chief position, uniquely qualifies us for a project of this nature. The RW project manager has over 30 years of combined municipal public safety experience working directly with, or for, public safety agencies. The team has management, operational, technical and consulting experience with all types of public safety operations and with all levels of staffing within these agencies.

We recently provided similar work for the Village of Hartland, WI, the City of Green Bay, WI, the City of Sparta, WI, the Townships of Delaware, Genoa and Harlem, OH, and the Village of McFarland, WI. These projects provided organizational analysis, consolidation feasibility and or public safety review and for the municipality's Fire Departments.

Thank you again for the opportunity. If you have any questions regarding the enclosed material, please feel free to contact me at (920) 727-1000. We look forward to continuing and enhancing our work with the City on this important engagement.

Sincerely,

Jeffrey R. Roemer

Jeffrey R. Roemer, President
RW Management Group, Inc.



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

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CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

RW MANAGEMENT GROUP QUALIFICATIONS

RW Management Group, Inc. (RW) is a Wisconsin based consulting firm providing professional, high quality police, fire, emergency medical service, dispatch, safety and emergency management consulting, project management and other related services to organizations throughout the United States and Internationally. RW consultants have serviced the needs of several municipalities and emergency services in the United States and abroad. RW consultants remain very active with several public safety and government related organizations including the Wisconsin City/County Managers Association, Wisconsin State Fire Chiefs Association, International Association of Fire Chiefs, International Association of Police Chiefs, Association of Public Safety Communications Officials, American Academy of Certified Public Managers, Paramedic Systems of Wisconsin, National Emergency Number Association, National Police Protection Association, Wisconsin Society of Certified Public Managers, Wisconsin State Police Chiefs Association and Wisconsin Association of Public Safety Communications Officials.

RW's mission statement is "To provide the highest quality, independent professional public safety consulting, project management and services, as measured by the successful implementation of recommendations and services to our clients." We accomplish this mission by providing a team of professionals committed to the needs and issues of public safety and government. RW's consultants are active practitioners in the public safety area and understand the issues, challenges, standards and responsibilities of public safety and provide proven methods to improve efficiency and effectiveness.

All of RW's consultants possess in-depth knowledge of all relevant aspects of emergency services, which includes administration, communications, organization, labor relations, economics and standards. This knowledge allows RW to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated and logical. Project team members are also available throughout the duration of the project.



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

STAFF BIOGRAPHIES

Jeffrey R. Roemer, CPM
Principal Officer
RW Management Group, Inc.



Professional Summary

Mr. Roemer has an extensive background in the Public Safety area. For more than 30 years he has served with municipal governments in various duties, including Fire Chief for the City of Menasha, WI. Before serving with the City of Menasha, he was Public Safety Director for the Village of Allouez, WI. He has worked in nearly all facets of Public Safety, as a Police Officer, Firefighter, and Emergency Medical Technician, and as a supervisor and department head in each of the disciplines.

As Police and Fire Chief, Mr. Roemer was responsible for all activities in the municipal Public Safety environment. He has provided departmental support for planning and implementing Information Systems, Dispatch Centers, Emergency Operations Centers, Budgeting, Shared Services, and Command Post and ICS operations, along with many other administrative and supervisory duties. His broad knowledge base allows a unique perspective and understanding of the varied requirements found in the municipal environment. Serving at this level of the organization provided Mr. Roemer with the opportunity to recommend, plan and manage change within the organization and often times, outside of his organization.

As a Public Safety Consultant, Mr. Roemer has been a project manager for numerous Public Safety related organizational, communication, dispatch center, consolidation, information system, operational, and emergency operation center projects. Mr. Roemer has served as Interim Public Safety Director and Fire Chief for several agencies in the last 11 years, including the City of Green Bay, Wisconsin. Mr. Roemer also serves as an active member of the International Association of Fire Chiefs, the Wisconsin Society of Certified Public Managers, the American Academy of Certified Public Managers, and the Associated Public Safety Communications Organizations.

Mr. Roemer's knowledge of Public Safety in a municipal setting has gained him recognition both at a local, national and international level. He has served as Secretary-Treasurer to the Great Lakes Division of the International Association of Fire Chiefs, Past President of the Wisconsin Society of Certified Public Managers and numerous other positions with Police, Fire and Rescue Boards and Committees. Mr. Roemer has been recognized as the 2001 "Manager of the Year" by the Wisconsin Society of Certified Public Managers.

Education

Northeast Wisconsin Technical College
National Fire Academy
University of Wisconsin
Northwestern University

Associate Degree in Police Science
Executive Fire Officer Graduate
Certified Public Manager
School of Police Staff and Command Graduate



CITY OF DE PERE

FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

Martin DeLoach
Senior Consultant
RW Management Group, Inc.



Professional Summary

Mr. DeLoach has worked with the fire service and emergency management for the past 28 years. He has experience as a Hazardous Materials Specialist leading a team that protected over a half a million people in Southeast Michigan. Mr. DeLoach has experience working as a Fire Marshal and has served on several codes adoption committees for the State of Michigan. He served as a Fire Chief for over thirteen years in a career department a large combination fire department and in a volunteer fire department. Mr. DeLoach worked on the Wayne County Emergency Management Team as a Hazardous Materials Leader and Chairman of the Downriver Mutual Aid for Fire.

Mr. DeLoach has been an instructor for the Michigan Hazardous Materials Center. He has also worked with Solutia Chemical training their plant response team. He has worked as an adjunct faculty member of the Fire Service Staff and Command School at Eastern Michigan University. Marty has developed curriculum for Solutia, the Regional Alliance for Firefighters Training and Eastern Michigan. Chief DeLoach has always enjoyed teaching and has been published recently in a book by Bartlett's titled "Fire and Emergency Services Safety and Survival."

Marty has been elected to several leadership roles during his tenure in the fire service. He is a past President of the Southeastern Michigan Fire Chiefs. He has been a member of the board of the Michigan Association of Fire Chiefs. He also was elected to represent Michigan on the Board of the Great Lakes Division of the International Association of Fire Chiefs. Marty is currently the President of the Palm Beach County Fire Chiefs Association. He also works with the National Fallen Firefighters Courage to be safe program and the Regional Alliance for Firefighters Training

Marty has experience in personnel matters writing and reviewing personnel handbooks, employee benefits, fair labor standards act, overtime review/analysis, financial planning, healthcare solutions, strategic planning, employee time off, contract negotiation and employee grievances. He brings a wealth of experience from his role as a Fire Chief for a career union department and a combination department. In addition he served in an equivalent role as a City Manager with responsibility for all the functions that pertain to a City Manager working as the Chief Executive Officer of a Fire Authority that was a separate municipality in Michigan.

Education

Henry Ford Community College

Associates of Science Fire Science

Associates of Arts Political Science

Madonna University - Bachelors of Science, Fire Science

Eastern Michigan University - Masters of Arts, Interdisciplinary Technology

Michigan State Police - Arson Investigation School Tustin, Specialist in Hazardous Materials

Certified Fire Inspector, Licensed Paramedic



CITY OF DE PERE

FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

Ed Janke
Senior Consultant
RW Management Group, Inc.



Professional Summary

Ed Janke is the Executive Director of Public Safety at the Village of Howard, WI where he is responsible for EMS, Fire and Law Enforcement Services. Mr. Janke is the former Associate Dean of Public Safety with the Northeast Wisconsin Technical College (NWTC) in Green Bay, WI. Mr. Janke previously held the rank of Chief Deputy at the Brown County Sheriff's Department, Green Bay, WI. While at the Sheriff's Department, he also commanded the Emergency Response Unit, which is comprised of the Tactical Unit, Field Force and the Bomb Squad.

Mr. Janke holds State of Wisconsin Unified Tactical Instructor ratings in Professional Communications, Firearms, Defense and Arrest Tactics and Emergency Vehicle Operations. He is a Wisconsin Department of Justice, Training and Standards Instructor-Trainer for Vehicle Contacts Instruction. Mr. Janke is an Instructor-Trainer for explosive related terrorism courses as well as SWAT Command and SWAT Operator Counter-Terrorism courses and Force Protection. He also instructs Counter Terrorism courses related to biological and chemical weapons. He is a Certified Fire Officer, Engineer/Aerial Operator and Fire Instructor. As a Certified Fire Instructor, he teaches all levels of Incident Command courses as well as fire related topics including organizational design, strategy and tactics. He is also trained as a Performance Assessor and as a Mediator.

Mr. Janke has extensive experience with protective services and executive protection including international operations. He has become a specialist in counter terrorism planning and response, which includes strategic planning, intelligence operations, operations assessment and security, tactical operations, crowd control and explosives.

Mr. Janke was voted Wisconsin Law Enforcement Training Officer of the Year. He has been recognized as Law Enforcement Officer of the Year, SWAT Officer of the Year, as well as Firefighter of the Year. He has also been appointed to serve on numerous regional and national public safety related boards and committees.

Education

Silver Lake College, Manitowoc, WI

Master of Science Degree in Management & Organizational Behavior

National Fire Academy, Executive officer, Emmitsburg, MD

Emphasis on course work in leadership and management

Federal Bureau of Investigation National Academy 199th Session, Quantico, VA

Emphasis on Graduate Course work in Leadership and Management

Mt. Senario College, Ladysmith, WI

Bachelor of Science Degree in Criminal Justice

Northeast Wisconsin Technical College, Green Bay, WI

Associate Degree in Police Science



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

Dan Williams, EMT-P
Senior Consultant
RW Management Group, Inc.



Professional Summary

Mr. Williams has extensive background in the area of Public Safety. For over forty years he has served municipal and State governments in various duties. The most recent challenge was as Director of Emergency Medical Services for UW Hospital and Clinics, until his recent retirement. Primary responsibility was the Critical Care Transport program, which includes helicopter and ground units. He has served in virtually every capacity in EMS. EMT, Firefighter, Paramedic, all eventually in a supervisory capacity. He also served as Vice President and Chief Operations Officer for a private ambulance service. Mr. Williams has also served as an EMS instructor at all levels in the Wisconsin Technical College System.

In his 20 years as Director of Emergency Services of Door County, Mr. Williams was responsible for the Operational aspect of the County Wide EMS operation and had the Chief responsibility for the County wide 9-1-1 communications system, which dispatches all Law Enforcement, Fire and EMS for the County. He was responsible for Budgeting, Shared Services, Emergency Operations Centers, Implementation of Information Systems, and Command Post Operations along with many other administrative and supervisory duties. Dan has also supervised the onsite management and oversight of an actual tornado disaster. His broad knowledge base allows a unique perspective and understanding of the varied requirements found in the municipal environment. With the level of management at which he has always advanced to, Mr. Williams has the proven expertise to impact the decision-making skills in every agency he has been affiliated with.

Mr. Williams served as the Chief of Emergency Services for the State of Wisconsin. This position required oversight 750 EMS Service Providers and over 21,000 individual licensees. Responsible for individual and service investigations; policy setting; State EMS funding program; Administrative Rule enforcement; Legislative liaison between the EMS office and the Legislature.

Mr. Williams' knowledge of public Safety in a municipal setting has gained him respect at Local, State and National levels. He has served on many National Committees', Boards and Associations. He served as the original Chairperson for the State Of Wisconsin EMS Advisory Board and was reappointed by 3 different Governors. He served as the Wisconsin representative between EMS and Medicare. Founded Paramedic Systems of Wisconsin. He is also very active in APCO and NENA the two primary organizations associated with Public Safety Communications.

Education

Northeast Wisconsin Technical College - Paramedic Medicine, Associate Degree

UW-Stout - 2 years of classes

Professional Development

Over 2,000 hours of EMS/Fire/Communications education and continuing education.



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

ASSIGNED STAFF

Personnel assigned to this project are selected from the staff of RW Management Group, Inc. The project manager supervises the project team and clerical support personnel support the team. The combined resources assure that the client receives the best possible combination of professional attention.

Project Manager

The project manager will oversee, direct, coordinate and control all work that is done on the project. The project manager will also provide liaison with the client project team, be responsible for the content and quality of the project, make necessary presentations and ensure that the project is completed according to the time line established.

Project Team Members

Project staff is selected for their relevant experience in the service to be provided. Each is assigned with specific responsibilities related with the elements of the project. The work of the project staff is provided to the project manager for review, collation and for interface with the client's project team.

Project Manager: Mr. Jeffrey R. Roemer – Mr. Roemer has over 30 years of experience in public safety. Mr. Roemer is a certified public manager and has been providing full time public safety management consulting for the last fifteen (15) years. He worked as Fire Chief for the City of Menasha from 1995 to 1998, Public Safety Director for the Village of Allouez from 1988 to 1995, and shift commander for the Village of Ashwaubenon for seven (7) years. He has worked on numerous public safety projects for the last fourteen (14) years, as project manager, in communities nationwide. He recently served as the Fire Chief and Emergency Management Director for the City of Green Bay, where he had responsibility for all aspects of emergency management including preparedness, response, recovery, and mitigation. Mr. Roemer is currently serving as Interim Fire Chief for the City of De Pere, WI.

Project Team Member: Mr. Marty DeLoach – Mr. DeLoach has 30 years of fire management experience. He has served as a fire chief and EMS Director. Marty was on the Wayne County Michigan Emergency Management Activation Team both as the leader of a regional hazardous materials team and later as the chairman of the Downriver Mutual Aid fire departments. He has developed efficient fire department organizational structures and operating procedures. He has also served as an instructor in fire service at several colleges and universities. Marty has worked with fulltime combination and volunteer departments. He is the immediate past President of the Association of Palm Beach County Fire Chiefs. Mr. De Loach currently manages the RW office in Palm Beach, Florida.



CITY OF DE PERE

FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

Project Team Member: Mr. Edward Janke– Mr. Janke has worked for over 22 years in public safety. Mr. Janke served as Chief Deputy for the Brown County, Wisconsin Sheriff's Department. Mr. Janke is currently the Public Safety Director for the Village of Howard, WI. Mr. Janke is also a certified Law Enforcement and Terrorism instructor for the National Institute of Justice. Mr. Janke provided executive protection for high profile clients during the 2004 Summer Olympics. Mr. Janke is currently the acting President of MABAS Wisconsin and is on the Governing Board for his Local All Hazards Incident Management Team. Mr. Janke has a Master's Degree in Management and Organizational Behavior.

Project Team Member: Mr. Danny Williams - Mr. Williams recently retired from the University of Wisconsin – Madison where he held the position of Director of Emergency Medical Services. Mr. Williams also had the chief responsibility for the County wide 911 Communications Center and Systems in Door County, WI for 20 years. Dan has worked as a consultant with numerous agencies on 911 projects over the past 14 years. Mr. Williams is one of the co-founders of RW Management Group, Inc.

RW MANAGEMENT GROUP, INC. METHODOLOGY

Our approach to this project requires a clear understanding of the community growth and the organization of the De Pere Fire Rescue Department (Department) as well as fire, Rescue, EMS and police emergency service providers within Brown County. The key elements of our methodology include:

- A clear understanding of the Departments' background, community profile and the goals and objectives of the project.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

Client Input – In order to perform a comprehensive assessment and make specific recommendations, it is critical that we receive quality information from officials, staff and members of the Department. Accordingly, our approach includes interviews with individuals of the Department and associated agencies that would have valuable information to communicate to the project team.

Practical Recommendations – Our ultimate goal is to provide our client with recommendations that can be used now, and in the future, to improve the efficiency and effectiveness of the Fire / Rescue / EMS services. These recommendations need to be practical and based on sound practical standards and legal considerations.

Project Management – A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear project team assignments and frequent communications with the client.



CITY OF DE PERE

FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

The most effective method for presenting RW's methodology when approaching a project of this nature is to provide a work plan. The following plan has been developed to accomplish the objectives of the Fire / Rescue / EMS / Consolidation and Public Safety Feasibility Study. This plan has been laid out to provide the participants with decision making information that will allow them the ability to make step by step decisions on emergency services delivery, policies, procedures, technical training, staffing, and the best chain of command.

DETAILED WORK PLAN

Phase 1

The most effective method for presenting RW's methodology when approaching a project of this nature is to provide an accurate and comprehensive work plan for its completion. The following work plan has been developed to accomplish the objectives of the Fire Department Organizational and Consolidation Feasibility Analysis.

Project Kickoff

1. Develop a project team of appropriate users and stakeholders to oversee and participate in the project. The project team will coordinate project schedules, evaluate findings and recommendations, and review and present the final documents.
2. Prepare for and conduct a Project Planning Meeting with the RW Project Manager, the Project Team and key project personnel. The purpose of the meeting will be to define scope and mission, discuss the work plans, establish liaison responsibilities, coordinate project schedules and confirm other general arrangements.

Initial Assessment and Observations

3. Obtain and review documentation provided by the project team pertaining to this project, such as existing Fire/EMS documentation, Department policy and procedure manuals, detailed call volume statistics, service contracts, surveys, risk assessments and previous studies.

Continued Assessment and Documentation

4. Assess the current Fire/EMS operations, potential consolidation opportunities and begin to develop future needs by performing interviews and on-site observations with members of the Department. The interviews and observations will be held in both group and individual settings. This proposal is based on interviews and observations being conducted with personnel from the following areas:
 - Fire Department
 - Administration
 - Officers
 - Firefighters
 - Paid on Call



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

- Police Department
- City Administration
- Elected Official
- Neighboring Departments and Associated Agencies
- Other key Stakeholders in the community

Interviews and observations will primarily focus on the following issues:

- Current Fire/EMS operations, staffing and levels of service
 - Administrative organizational structure
 - Analysis of policies, procedures, standard operating guidelines and rules of the Department
 - Major equipment analysis
 - Facilities
 - Consolidation feasibility
5. Review and analyze the "corporate culture" of the Fire Department to determine the internal cooperation of members, the working environment and general camaraderie of the organization.
6. Prepare for and facilitate a project status meeting to discuss the results of the interviews and on-site observations with the Project Team and to review the next steps of the project.

Analysis, Performance Review and Recommendations

7. Review present Fire/EMS workflows and processes to develop and analyze potential organizational and operational requirements. This review will be based on the Center for Public Safety Excellence (CPSE) categories and criteria. The performance indicators that will be examined include the following:
- Governance and Administration
 - Assessment and Planning
 - Goals and Objectives
 - Financial Resources
 - Programs
 - Physical Resources
 - Human Resources
 - Training and Competency
 - Essential Resources
 - External System Relations
8. Determine any changes, or future trends, for public safety industry standards related to Fire/EMS operational requirements. During the development of all recommendations, RW will consider many factors and standards as a basis for recommendations, including:
- National Highway Safety Traffic Administration (NHSTA)
 - Center for Public Safety Excellence (CPSE)
 - National Fire Service Accreditation Program



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- National Fire Protection Association (NFPA)
 - Federal Emergency Management Association (FEMA)
 - National Fire Administration (NFA)
 - Occupational Safety and Health Administration (OSHA)
 - Insurance Services Office (ISO) Rating Schedule
 - Local Fire Protection Ordinances
 - State of Wisconsin Statutes and Administrative Code
 - Journal of American Medical Association
 - Commission on Accreditation of Ambulance Service (CAAS)
 - American Ambulance Association
9. Develop comprehensive detailed Fire Department Organizational and Consolidation Feasibility recommendations, utilizing the information received from the documentation received, the interviews and on-site interim management. The projected growth and level of service needs will be considered during the development of these recommendations. Recommendations will include:
- Current Fire/EMS operations, staffing and levels of service
 - Fire/EMS workload, call volume and activity
 - Governance and administration
 - Assessment and planning
 - Physical resources
 - Human resources
 - Training and Competency
 - Essential resources
 - External system relations
 - Current and anticipated budget issues
 - Current and future facility needs
 - Service delivery in regards to national standards
 - Advantages and disadvantages of local consolidation
 - Funding sources
 - Review of future staffing needs
 - Any other issues identified during the analysis will be addressed
10. Prepare for and facilitate a Recommendations Meeting to present preliminary recommendations and obtain feedback from the Project Team.

Document Preparation and Review

11. List and describe the findings and recommendations on the Fire/EMS governance and administration, assessment and planning, goals and objectives, financial resources, programs, physical resources, human resources, training and competency, essential resources and external systems relations into a draft report.
12. Assemble the **Analysis** document. Perform a detailed quality assurance review of the document to ensure that the document meets the expectations of the Project Team and conforms to RW's standards.



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

13. Prepare, produce and deliver the draft **Analysis** to the Project Team for review. Facilitate a Report Delivery Meeting to review content for accuracy and completeness.
14. Facilitate an **Analysis** Review Meeting with the Project Team approximately one (1) week after initial delivery to answer questions regarding the content of the Analysis. Make any changes to the Analysis based on the discussions at the Analysis Review Meeting. Produce and deliver final document bound copies to the Project Team.
15. Facilitate a formal presentation with the City Council of the completed **Analysis**.

Phase 2
Public Safety Analysis

1. Assess the potential public safety opportunities by performing interviews and on-site observations with members of the Police and Fire Departments. The interviews and observations will be held in both group and individual settings. This proposal is based on interviews and observations being conducted with personnel from the following areas:
 - Fire Department
 - Administration
 - Officers
 - Firefighters
 - Police Department
 - Administration
 - Supervisors
 - Officers
 - City Administration
 - Elected Official
 - Other key Stakeholders in the community

Interviews and observations will primarily focus on the following issues:

- Current Fire/EMS/Police operations, staffing and levels of service
 - Administrative organizational structure
 - Training
 - Major equipment analysis
 - Facilities
 - Consolidation feasibility
2. Review and analyze the “corporate culture” of the Police and Fire Department to determine the internal cooperation of members, the working environment and general camaraderie of the organizations.
 3. Prepare for and facilitate a project status meeting to discuss the results of the interviews and on-site observations with the Project Team and to review the next steps of the project.



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

Analysis, Performance Review and Recommendations

4. Review present Police and Fire/EMS workflows and processes to develop and analyze potential consolidation organizational and operational requirements.
5. Determine any changes, or future trends, for public safety industry standards related to Public Safety operational requirements. During the development of all recommendations, RW will consider many factors and standards as a basis for recommendations, including:
 - Commission on Accreditation of Law Enforcement Agencies (CALEA)
 - Center for Public Safety Excellence (CPSE)
 - National Fire Service Accreditation Program
 - State of Wisconsin Statutes and Administrative Code
 - Commission on Accreditation of Ambulance Service (CAAS)
6. Develop comprehensive detailed Fire Department Organizational and Consolidation Feasibility recommendations, utilizing the information received from the documentation received, the interviews and on-site interim management. The projected growth and level of service needs will be considered during the development of these recommendations. Recommendations will include:
 - Current Fire/EMS/Police operations, staffing and levels of service
 - Fire/EMS/Police workload, call volume and activity
 - Training and Competency
 - Current and anticipated budget issues
 - Current and future facility needs
 - Service delivery in regards to national standards
 - Advantages and disadvantages of public safety
 - Any other issues identified during the analysis will be addressed
7. Prepare for and facilitate a Recommendations Meeting to present preliminary recommendations and obtain feedback from the Project Team.

Document Preparation and Review

8. List and describe the findings and recommendations on the Public Safety governance and administration, programs, physical resources, human resources, training and competency, essential resources and external systems relations into a draft report.
9. Assemble the Public Safety Analysis document. Perform a detailed quality assurance review of the document to ensure that the document meets the expectations of the Project Team and conforms to RW's standards.
10. Prepare, produce and deliver the draft Public Safety Analysis to the Project Team for review. Facilitate a Report Delivery Meeting to review content for accuracy and completeness.



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

11. Facilitate an Analysis Review Meeting with the Project Team approximately one (1) week after initial delivery to answer questions regarding the content of the Analysis. Make any changes to the Analysis based on the discussions at the Analysis Review Meeting. Produce and deliver final document bound copies to the Project Team.
12. Facilitate a formal presentation with the City Council of the completed Public Safety Analysis.

Deliverables

This Fire Department Organizational and Consolidation Feasibility Analysis can be completed in a three (3) month time frame. The Public Safety Analysis will take an additional 2 months. The short time period and the low cost quotation listed below, are based on the coordination with the current interim management project and the ability to utilize some of the current hours and project work that is already taking place with that project.

RW will be responsible for the following specific deliverables in keeping with the schedule described above:

1. A comprehensive and professional Fire Department Organizational and Consolidation Feasibility Analysis.
2. A comprehensive Public Safety Analysis
3. Ten (10) bound copies and one (1) unbound copy of the final Documents.



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

COST QUOTATION

	Not To Exceed Amount
Phase 1	
Fire Department Organizational and Consolidation Feasibility Analysis	\$ 12,000
Phase 2	
Public Safety Analysis	<u>\$ 3,000</u>
TOTAL	\$ 15,000

Payment schedule:

- 33% payment due within 10 days of signing the agreement
- 33% payment due upon completion of the Fire Department Organizational and Consolidation Feasibility Analysis
- 34% payment due upon completion of the Public Safety Analysis.

RW will complete the work tasks as defined in our proposal for the not-to-exceed amount presented in the proposal. Additional hours would be billed only if the scope of the project changes. These changes in project costs would only occur after approval by appropriate Department personnel. Either party may terminate the agreement by giving 30 days written notice.

RECENT RELATED ENGAGEMENTS

City of Green Bay, WI

RW Management Group provided long term management of the Green Bay Fire Department for a period of almost four years. Jeffrey R. Roemer served as Fire Chief from April of 2008 until December 31, 2011. Chief Roemer also provided the City with an Executive Selection process and multiple Assessment Centers for promotions, which included training department personnel as assessors. Mr. Roemer also served as the City Emergency Management Director during this time period and established a joint Emergency Operations Center with the County and wrote an Emergency Operations Plan for the City.

Contact: Mayor Jim Schmitt
City of Green Bay
100 N. Jefferson
Green Bay, WI 54301
Phone 920-448-3005



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

Town of Greenville, WI – Fire Department

RW recently completed multiple projects for the Town of Greenville. The first was a Fire Department Needs Analysis, which was basically an organizational review of the department and based on that review made recommendations regarding their future needs for station placement and major equipment. RW was then asked to assist with project management for the implementation process of those recommendations.

Contact: David Tebo
Town Administrator
W6860 Parkview Drive
Greenville, WI 54952
Phone: (920) 757-5151 Ext. 4

Village of Hartland, WI – Fire Department

RW recently completed an Organizational and Administrative Analysis of the Hartland Fire Department. This study was a complete review and analysis of the entire Fire/EMS department with specific recommendations relating to all aspects of the department including staffing, consolidation, equipment, operations, management and structure.

Contact: David Lamerand
Village President
210 Cottonwood Avenue
Hartland, WI 53029
Phone: 262-367-7149

Village of Allouez Fire Department, Allouez, Wisconsin

RW completed an organizational management analysis, provided interim public safety management, an executive selection process and transition management for the Allouez Public Safety Department.

Contact: Village Administrator
Village of Allouez
1900 Libal St.
Green Bay, WI 54301
Phone 920-448-2800, Ext. 106



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

PREVIOUS CLIENT WORK

RW Management employees have performed consulting services for the following clients over the past fifteen years:

Albert Lea, MN	Miller, Wagner, Coenen, McMahon, Neenah, WI
Algoma, WI	Milton, WI
Town of Algoma, WI	Milwaukee Brewers, Milwaukee, WI
Allouez, WI	Milwaukee, WI
Appleton, WI	Milwaukee Area Technical College, WI
Appleton Marine, Appleton, WI	Milwaukee County, WI
Arlington, WI	Milwaukee Metropolitan Sewerage District
Ashland, OR	Moraine Park Tech.College, Fond Du Lac, WI
Ashland, WI	Morton Grove, IL
Baraboo, WI	Motorola Corp., Schaumburg, IL
Bay City, MI	Mukwonago, WI
Bell County, TX	Mundelein, IL
Bellevue, WI	Nashville, TN
Beloit, WI	Neenah, WI
Broward County, FL	Neenah-Menasha Fire Rescue, WI
Brown County, WI	New Berlin, WI
Bristol-Kendall Fire Protection District, IL	New Jersey State Police
Calumet County, WI	New Jersey Attorney General
Camden, AR	North Carolina State University, Raleigh, NC
Cape Girardeau, MO	Northeast WI Tech.College, Green Bay, WI
Cedarburg, WI	Oak Creek, WI
Central Lake County Communications, IL	Oconto County, WI
Cert. Public Manager Program, Madison, WI	Odell Associates, Inc., NC
Chicago, IL	Ogden Plumbing, Neenah, WI
Clay County, FL	Oneida Tribe of Indians, Oneida, WI
Clayton, Town of, WI	Ozaukee County, WI
Clinton, CT	Palmyra, WI
Comm. Orientated Policing Consortium, D.C.	



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

Corvallis, OR	Palmyra, Village of, WI
Dane County, WI	Para Tran Medical Transport, Door Co., WI
Dayton, OH	Pasadena, CA
DeForest, WI	Pewaukee, WI (City)
DeKalb, IL	Pewaukee, WI (Village)
Delafield, WI	Platteville, WI
Delaware County, OH	Police Exec. Research Forum, DC
Delray, FL	Presto Products, Appleton, WI
De Pere, WI	Prince Georges County, MD
Destin, FL	Pulaski Tri-County Fire, WI
Eagan, MN	Qassim University, Buraydah, Saudi Arabia
East Chicago, IN	Racine, WI
East Troy, WI	Raleigh, NC
Energy Control and Design, Inc. Appleton, WI	RED Center, IL
Eugene, OR	Reedsburg, WI
Evanston, IL	Royal Oak, MI
Fishers, IN	Rye Tech. Consulting, Riyadh, Saudi Arabia
Fond du Lac, WI	St. Mary's Medical Center, Racine, WI
FOXCOMM, Appleton, WI	Sandy Springs, GA
Fox Valley Technical College, Appleton, WI	Sarasota County, FL
Freedom, Town of, WI	SEECOM, IL
Gary, IN	SESCO, LLC, Manitowoc, WI
Genoa Township, OH	Shawano, WI
Germantown, WI	Sheboygan, WI
Grand Chute, WI	Shelby County, TN
Green Bay, WI	Shifman Law Firm, Birmingham, MI
Green Bay Packers, Green Bay, WI	Shorewood, WI
Greenville, WI	Southeast McHenry County, IL
Gries Architectural Group, Neenah, WI	Sparta, WI
GSA, Office of Inspector General, D.C.	Stafford Rosenbaum Attorneys, WI
Grass Valley, CA	Stevens Point, WI
Hamilton Cty 911 Comm.Dist.Chattanooga,TN	St. Louis, MO



CITY OF DE PERE
FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

Hammond, IN	Stora Enso North America
Hanover Park, IL	Suamico, WI
Harlem Township, OH	Tallahassee, FL
Harrison, WI	Tri-State Fire, IL
Hartland, WI	Tulsa, OK
Hazel Crest, IL	University of Wisconsin – Madison, WI
Hobart, IN.	USAID, Washington, D.C.
Ho Chunk Tribal Nation	U.S. Capital Police, Washington, D.C.
Inter. Assoc. of Fire Chiefs–Great Lakes Div.	U. S. Dept. of Homeland Security
Jacksonville, FL	University of Illinois, Chicago, IL
Jefferson County, KY	Verona, WI
JG Samuels, Inc., North Prairie, WI	Viking Rescue, Denmark, WI
Johnson Creek Fire Protection District, WI	Virchow Krause & Company, Madison, WI
Joy Bertrand Law Firm, Milwaukee, WI	Walworth County, WI
Kansas City, MO	Wanasek, Scholze, Ludwig, Ekes & Iselin, S.C.
Kaukauna, WI	Washington, D.C.
Kenosha Medical Center, Kenosha, WI	Waterford, WI
Kent County, MI	Waukesha County, WI
Kiel, WI	Waukesha County Technical College
Killeen, TX	Wausau Hospital, Wausau, WI
Lake Mills, WI	Wausau Insurance, WI
Lakeshore Technical College, Cleveland, WI	WESCOM, IL
Library of Congress, Washington, D.C.	West Chicago, IL
Lincoln County, WI	West Milwaukee, WI
Lindner & Marsack, S.C., WI	West Palm Beach, FL
Lodi EMS, Lodi, WI	Whiting, IN
Logan Township, PA	Whitefish Bay, WI
Madison Area Technical College, Madison, WI	Will County, IL
Madison, Town of, WI	Wilmington, NC
Marathon County, WI	Winnebago County, WI
Maryland Police Corps, MD	Winnetka, IL
Maryland Transportation Authority, MD	Wis. Dept. of Justice, Madison, WI



CITY OF DE PERE

FIRE DEPARTMENT ORGANIZATIONAL AND CONSOLIDATION FEASIBILITY ANALYSIS

Maximus, Reston, VA

Wood Dale, IL

Menasha, City of, WI

Yarmouth, MA

Menominee Falls, WI

Ypsilanti, MI

McFarland, Village of, WI

Yuma, AZ

Menomonee Tribal EMS, WI

RESOLUTION #13-83

AUTHORIZING FIRE DEPARTMENT GRANT APPLICATION

WHEREAS, funds are available through the Wisconsin Department of Natural Resources Forest Fire Protection Grant program; and

WHEREAS, the Fire Department wishes to obtain funding for the purchase of wildland fire pants and coats to be used to fight grass and wildland fire; and

WHEREAS, such grant, if awarded, requires a 50% match of equipment dollars; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Interim Fire Chief is authorized to submit an application for Fire Protection Grant Program assistance for the purposes identified above. Such grant shall not be accepted unless the City's share of the equipment purchase is budgeted therefor.

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 June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Memorandum

To: Finance and Personnel Committee

CC:

From: Chief Roemer

Date: 6/7/2013

Re: DNR Grant

The Wisconsin DNR Forest Fire Protection Grant program is accepting application until July 1, 2013. This grant would allow us to purchase wildland fire pants and coats, which would be utilized to fight grass and wildland fire, so that personnel are not required to wear their heavy turnout gear while fighting this type of fire. The total cost to outfit all of our personnel would be approximately \$20,000. The grant is a 50/50 match and would cover half of this cost. I am recommending approval and if the grant is approved would budget for the City's portion in the 2014 budget.

RESOLUTION #13-84

AUTHORIZING DEVELOPMENT AGREEMENT BETWEEN
AND BEYOND, LLC AND THE CITY OF DE PERE

WHEREAS, And Beyond, LLC is the owner of Parcel WD-1372 located at 2249 American Boulevard in the City's Southbridge Business Park; and

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

WHEREAS, And Beyond, LLC intends to construct a 39,060 square foot expansion to its current manufacturing facility (the Development); and

WHEREAS, the facility expansion and of the Development are consistent with the TID #6 Project Plan and will be beneficial to the City; and

WHEREAS, And Beyond, LLC's ability to construct the Development is contingent upon the City's providing financial and other assistance to And Beyond, LLC on the terms set forth in the Development Agreement Between And Beyond, LLC and the City of De Pere, attached hereto and incorporated herein by reference as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Resolution #13-84
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of
June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

DEVELOPMENT AGREEMENT BETWEEN AND BEYOND, LLC
AND THE CITY OF DE PERE
(2249 American Boulevard)

THIS DEVELOPMENT AGREEMENT is entered into as of this _____ day of _____, 2013 by and between And Beyond, LLC, a Wisconsin limited liability corporation (Developer) and the City of De Pere, a Wisconsin municipal corporation (City).

RECITALS

- A. Developer is the owner of Parcel WD-1372 located at 2249 American Boulevard in the City's Southbridge Business Park (the Property). A map showing the Property is attached as Exhibit A.
- B. Pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 6 (TID #6) (the District) in January 1998 and adopted a Project Plan for the District authorizing the expenditure of funds within the District (the Project Plan).
- C. Developer intends to construct a 39,060 square foot expansion to its current manufacturing facility (the Development) as described in the site plan review and plans approved by the City Plan Commission on May 28, 2013, attached as collective Exhibit B.
- D. The facility expansion and of the Development are consistent with the TID #6 Project Plan and will be beneficial to the City.
- E. The Developer's ability to construct the Development is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement.

AGREEMENTS

In consideration of the Recitals and the terms and conditions set forth herein, together with such other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I FACILITY EXPANSION

A. Developer agrees to proceed with and diligently take all steps necessary to and proceed with the facility expansion on the Property and construction of the Development in conformance with Exhibit B.

B. The Development shall follow the design, site and landscape plan approved by the Plan Commission (Exhibit B).

C. The 2012 assessed value of the Property is \$2,259,400 (Two Million Two Hundred Fifty Nine Thousand Four Hundred Dollars). Developer warrants and guarantees that the value of the Property with the Development, as of January 1, 2014 will be \$4,009,400 (Four Million Nine Thousand Four Hundred Dollars) (the Guaranteed Value).

ARTICLE II CITY OBLIGATIONS

A. The City shall make two grants (collectively, the Project Grants and individually, a Project Grant) totaling \$350,000 to Developer to defray the costs of the development. The aggregate amount of the Project Grants shall be based upon the \$4,009,400 million Guaranteed Value of the Development as of January 1, 2014. The City shall assess the Property in accordance with the real estate valuation requirements for similar commercial properties under Wis. Stats. §70.32. The Project Grants are payable on the following schedule:

1. The first Project Grant, in the amount of \$175,000, shall be payable not more than ten days after approval of the footings and foundation by the City Building Inspection Department.
2. The second Project Grant, in the amount of \$175,000, shall be payable not more than ten days after the issuance of a certificate of occupancy for the Development.

ARTICLE III
DEVELOPER'S OBLIGATIONS

A. Developer, for itself and its successor and assigns, agrees to and obligates itself to repay all Project Grants it receives from City should it fail to complete construction of the Development in accordance with Exhibit B on or before January 1, 2014, unless otherwise agreed by the parties in writing. Upon repayment in full of such Project Grants, plus interest at the statutory rate from the date the Project Grant were made to the date repaid, the obligations found in this Article shall become null and void.

B. For the duration of the life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Development or the Property to an entity whereby such sale or lease would cause such portion of the same to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall run with the land and be binding upon all of the Developer's successors and assigns. Developer further agrees that it will place a restriction in any deed or bill of sale conveying the Development and/or the Property during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause same or any portion thereof to become tax exempt. Should the Development and/or Property nevertheless become tax exempt, Developer, for itself and its successors and assigns,

hereby agrees that an annual payment in lieu of tax shall be made by the then owner of the Development and Property. Such payment in lieu of taxes shall be determined for any given year that the Development and Property are exempt from taxation by multiplying the assessed value of the Development and Property as of January 1 of such year by the mil-rate for all taxing jurisdictions established for that tax year for the west side of the City, with such product due and payable on or before October 15 of the year in question (the Due Date). If such payment is not made in full by the Due Date, the amount due shall become a lien against the Property as a special charge under Wis. Stat. § 66.0627.

C. Developer, for itself and its successors and assigns, agrees that, should the assessed value be less than the Guaranteed Value of \$4,009,400, it will make a payment in lieu of tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the assessed value. Such Deficit Payment shall be determined as follows:

- (1) The amount of the Deficit Payment shall be determined by subtracting the assessed value from \$4,009,400. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.
- (2) If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.

(3) The Deficit Payment obligation shall expire upon the termination of the District.

ARTICLE IV
GENERAL

A. Developer and its successors and assigns shall keep and maintain the Development and Property in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance or be self-insured therefore regarding such property as is customarily held in developments of like sizes and characters.

B. City agrees that, upon presentment of a written request from Developer's lender, it will subordinate its interests in the preceding paragraph IV. A. to those of the lender. However, such subordination shall not affect Developer's obligations hereunder to restore the site irrespective of any action of its lender.

C. All notices required by this Agreement must be in writing and sent by personal delivery, or by certified mail (return receipt requested), or by commercially responsible carrier service, to the addresses set forth below. All notices shall be deemed received on the date of confirmed delivery.

If to Developer: And Beyond, LLC
 c/o Scott Santaga
 2249 American Blvd.
 De Pere, WI 54115

If to City: City Administrator
 City of De Pere
 335 S. Broadway Street
 De Pere, WI 54115

D. This Agreement may not be modified or amended except by written instrument executed by the parties hereto.

E. The City agrees that the Developer may collaterally assign its interests in this Agreement to the construction lenders for the Development. A construction lender may avail itself of the benefits of this Agreement only if it assumes in writing the obligations of Developer, as applicable, in this Agreement. The Developer may not otherwise assign its interest in this Agreement without the City's consent, which shall not be unreasonably withheld, conditioned or delayed.

F. This Agreement, or a memorandum hereof, may be recorded by any party in the Office of the Register of Deeds for Brown County.

ARTICLE V DEFAULTS AND REMEDIES

A. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion. If a party does not cure or undertake to cure a default within the time

periods set forth above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

B. No party shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of any improvements in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of such party shall be extended for the period of the enforced delay as determined in good faith by all parties; provided that the party claiming enforced delay shall, within thirty (30) days after the beginning of such enforced delay, have first notified the other parties thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, the parties agree to grant a sufficient extension to permit such procurement.

C. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event or default or breach. No waiver made by any party with respect to the performance or manner or time of any obligation of

another party under this Agreement shall be considered a waiver of any rights of the waiving party to enforce any other obligations of the other party.

D. This Agreement comprises the entire Agreement between the parties. No promise, or other obligation of either party not expressly provided for herein shall be enforceable unless reduced in writing and signed by the parties.

AND BEYOND, LLC

By:

State of Wisconsin)
: SS
Brown County)

Scott A. Santaga, Member

This instrument was acknowledged before me on the _____ day of _____, 2013, by Scott A. Santaga as Member of And Beyond, LLC.

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

CITY OF DE PERE

By:

State of Wisconsin)
: SS
Brown County)

Michael J. Walsh, Mayor

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

Shana L. Defnet, Clerk-Treasurer

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

Drafted By: Judith Schmidt-Lehman

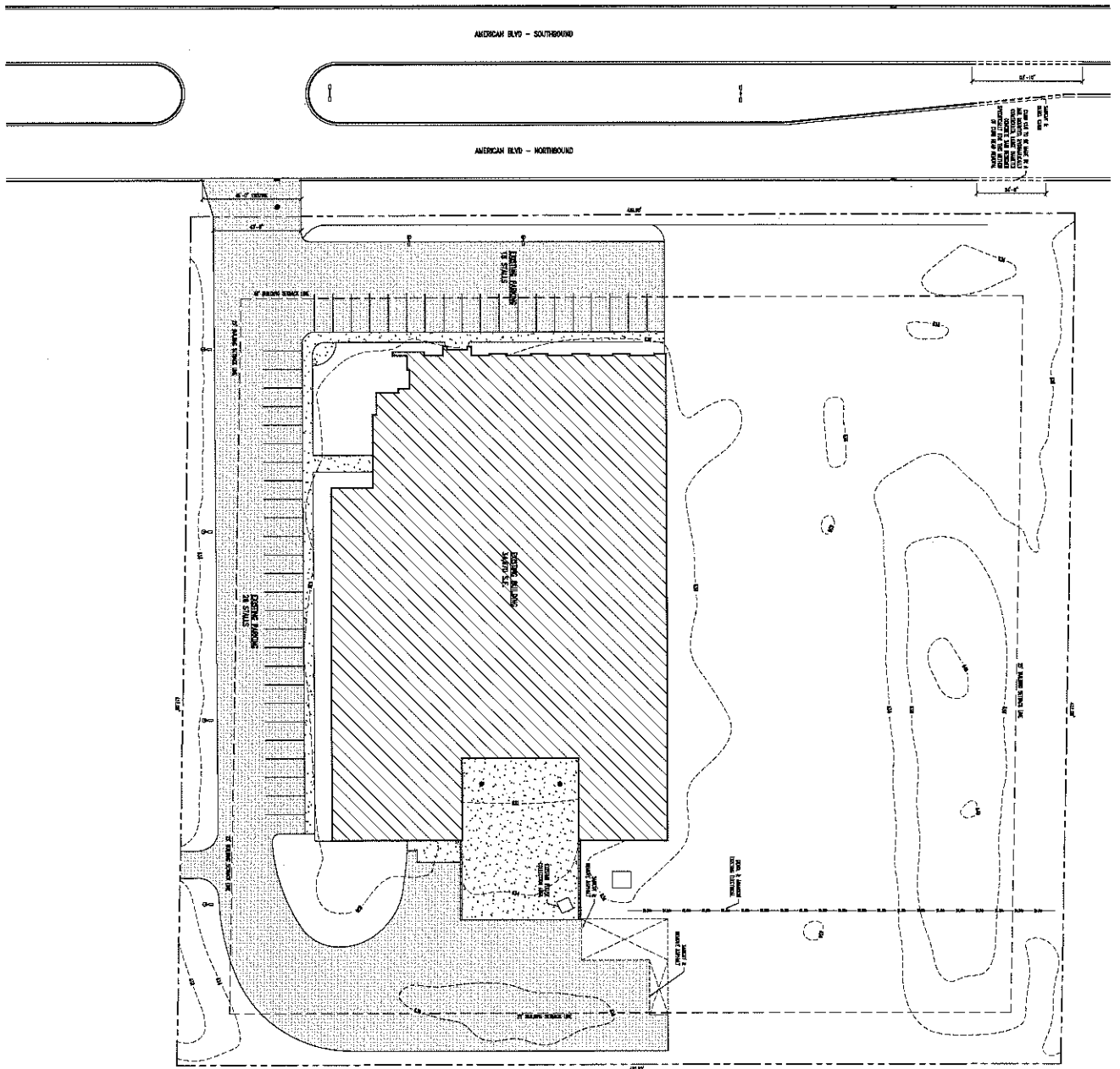
H:\dupont\Agreements\2013\Development Agreement - And Beyond-5-13-176-001-13.docx



Exhibit A

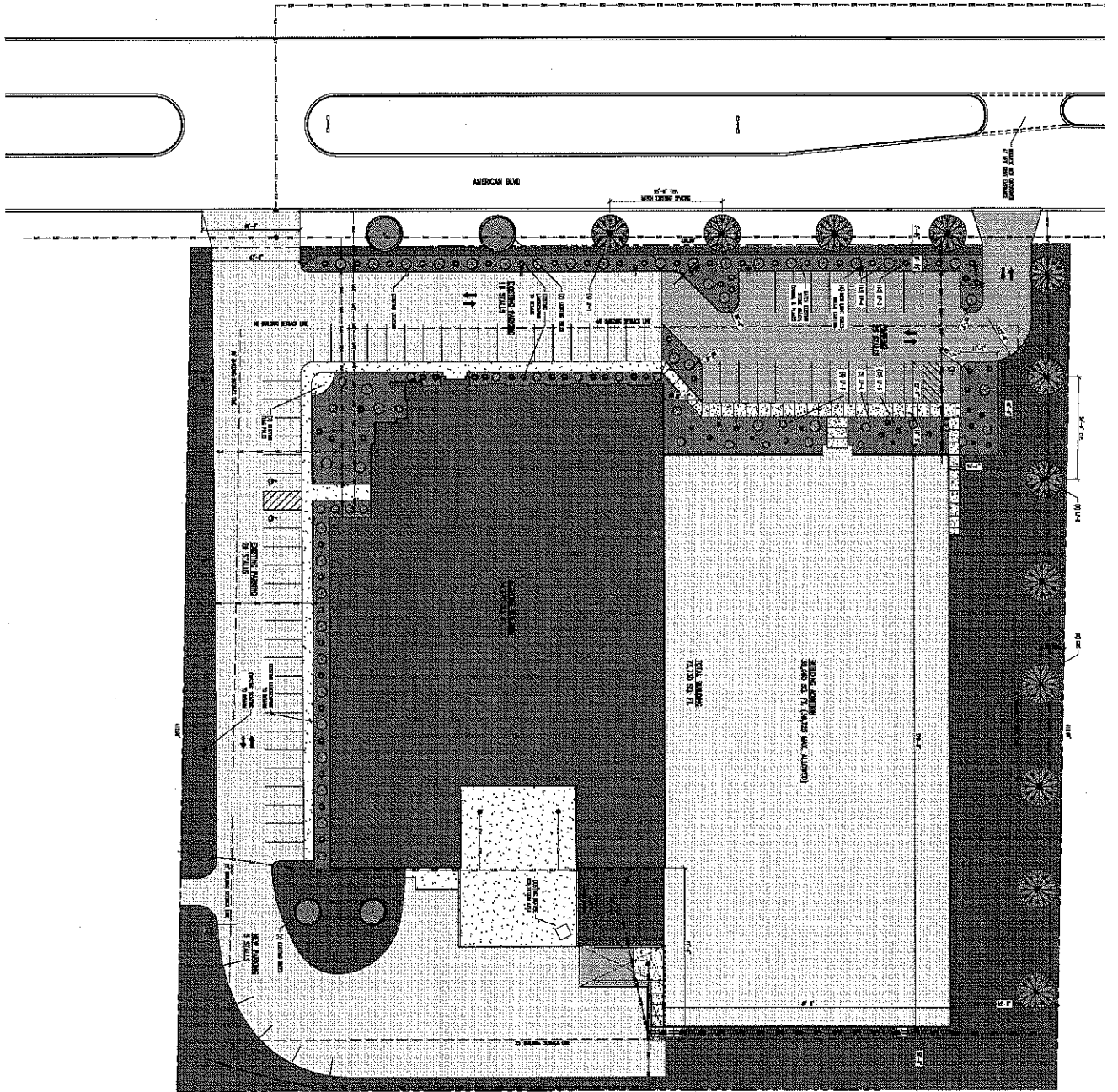
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness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





EXISTING/DEMOLITION PLAN

<p>SHEET NO. C1</p>	<p>PROJECT: INFINITY MACHINE CORP BUILDING ADDITION</p>			<p>DESIGN / BUILD GENERAL CONTRACTING STEEL FABRICATION</p>
	<p>PROJECT NO.: 13-327</p>			



SITE PLAN
1/8" = 1' - 0"

LANDSCAPE REQUIREMENTS

OPEN SPACE REQUIRED: 20% BY GRASS AND LANDSCAPING

TREES REQUIRED: 1 PER 10,000 S.F. LOT AREA = 172 = 10 TYPICAL TREES REQUIRED

DECIDUOUS HARDWOOD TREES: 50% OF TOTAL = 54 = 5 HARDWOOD TREES REQUIRED

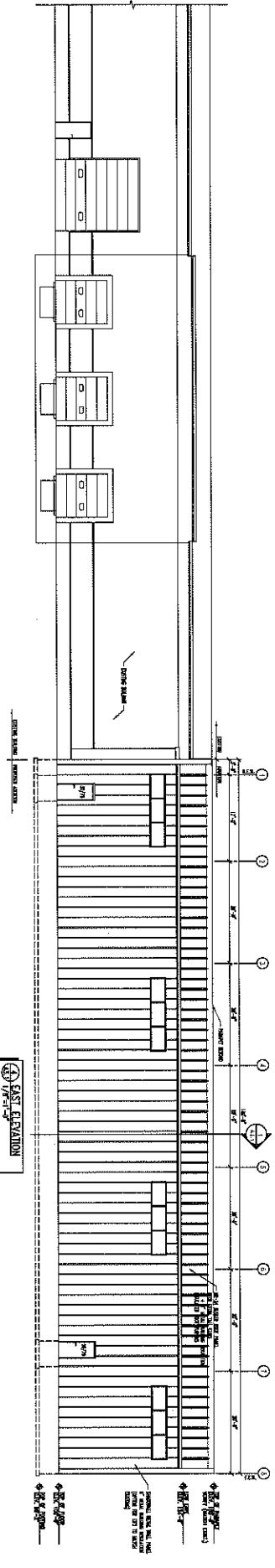
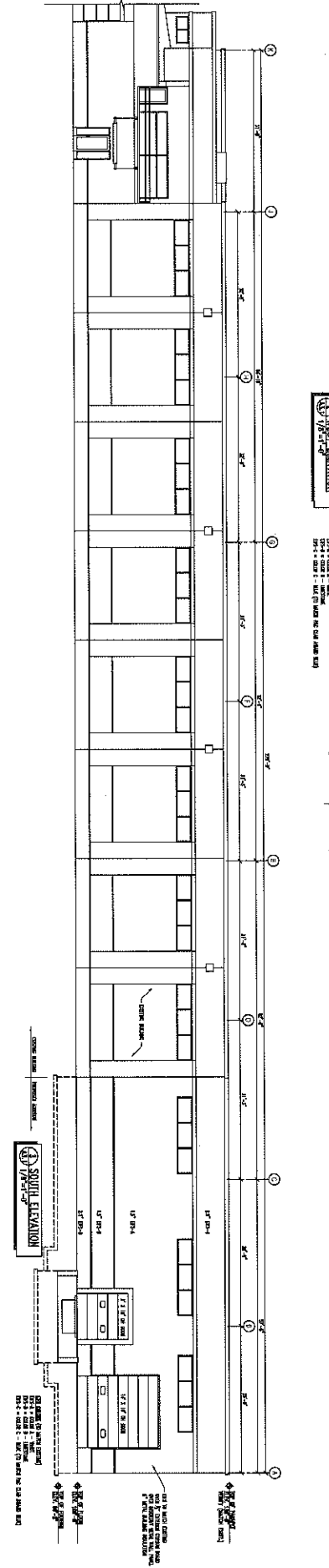
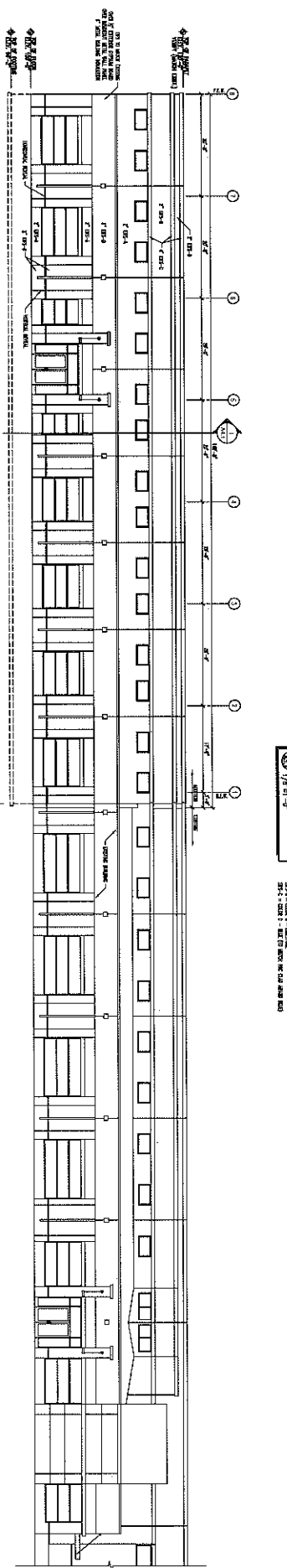
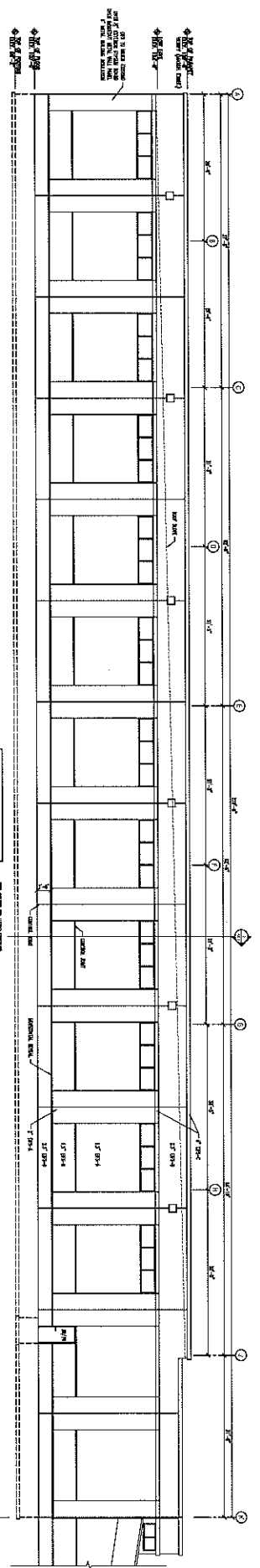
EVERGREEN TREES: 4

LANDSCAPE KEY

KEY NO.	COMMON NAME	SIZE	QUANTITY
L-1	STATE STREET MAPLE	1 1/2" DIA. 100'	5
L-2	ROCK OAK	1 1/2" DIA. 100'	5
L-3	BURRST ASPEN	1 1/2" DIA. 100'	8
L-4	HUGHES JUNCATA	18"	10
L-5	LITTLE LEAFED SPINNA	18"	40

COLOR LEGEND

[Pattern]	EXISTING BUILDING	[Pattern]	GLASS
[Pattern]	PROPOSED BUILDING	[Pattern]	LANDSCAPING
[Pattern]	NEW ASPHALT	[Pattern]	PAVING
[Pattern]	NEW ASPHALT	[Pattern]	PAVING



RESOLUTION #13-85

APPROVING COMPLIANCE MAINTENANCE ANNUAL REPORT
FOR WASTEWATER COLLECTION SYSTEM

WHEREAS, Chapter NR 208, Wis. Adm. Code, requires that the City of De Pere, as the owner of a wastewater collection system, prepare a Compliance Maintenance Annual Report and deliver the same to the Department of Natural Resources; and

WHEREAS, the Board of Public Works has reviewed the Compliance Maintenance Annual Report for the reporting year 2012, attached and incorporated as Exhibit 1, and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby has reviewed and approves submittal of the Compliance Maintenance Annual Report (Exhibit 1) to the State Wisconsin Department of Natural Resources.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
6/7/2013

Reporting Year: 2012

Financial Management

	Questions	Points						
1.	Person Providing This Financial Information							
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name:</td> <td style="border: 1px solid black; padding: 2px;">Joe Zegers</td> </tr> <tr> <td>Telephone:</td> <td style="border: 1px solid black; padding: 2px;">(920) 339-4041</td> </tr> <tr> <td>E-Mail Address(optional):</td> <td style="border: 1px solid black; padding: 2px;">jzegers@mail.de-pere.org</td> </tr> </table>	Name:	Joe Zegers	Telephone:	(920) 339-4041	E-Mail Address(optional):	jzegers@mail.de-pere.org	
Name:	Joe Zegers							
Telephone:	(920) 339-4041							
E-Mail Address(optional):	jzegers@mail.de-pere.org							
2.	Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?	0						
	<p> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) </p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>							
3.	When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2012	0						
	<p> <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable (Private Facility) </p>							
4.	Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?	0						
	<p> <input checked="" type="radio"/> Yes <input type="radio"/> No (40 points) </p>							
REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)								
5.	Equipment Replacement Funds							
	5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2012	0						
	<p> <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable Explain: </p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>							
	5.2 What amount is in your Replacement Fund?							
Equipment Replacement Fund Activity								
	5.2.1 Ending Balance Reported on Last Year's CMAR:	\$150000						
	5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+ \$0.00						
	5.2.3 Adjusted January 1st Beginning Balance	\$150,000.00						

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City	Last Updated: 6/7/2013	Reporting Year: 2012
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Financial Management (Continued)

	5.2.4 Additions to Fund (e.g., portion of User Fee, earned interest, etc.) + \$0.00 5.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*) - \$0.00 5.2.6 Ending Balance as of December 31st for CMAR Reporting Year \$150,000.00 (All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.) *5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above <div style="border: 1px solid black; height: 20px; width: 100%;"></div>										
	5.3 What amount <u>should</u> be in your replacement fund? \$150,000.00 (If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)										
	5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)? <input checked="" type="radio"/> Yes <input type="radio"/> No Explain: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>										
6.	Future Planning										
	6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system? <input checked="" type="radio"/> Yes (If yes, please provide major project information, if not already listed below) <input type="radio"/> No <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Project Description</th> <th style="width: 20%;">Estimated Cost</th> <th style="width: 20%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td>Sewer Lining</td> <td style="text-align: right;">\$266,000.00</td> <td style="text-align: center;">2013</td> </tr> <tr> <td>Sewer Rehabilitation - Spot Repairs and Lateral Replacement</td> <td style="text-align: right;">\$100,000.00</td> <td style="text-align: center;">2013</td> </tr> </tbody> </table>	Project Description	Estimated Cost	Approximate Construction Year	Sewer Lining	\$266,000.00	2013	Sewer Rehabilitation - Spot Repairs and Lateral Replacement	\$100,000.00	2013	
Project Description	Estimated Cost	Approximate Construction Year									
Sewer Lining	\$266,000.00	2013									
Sewer Rehabilitation - Spot Repairs and Lateral Replacement	\$100,000.00	2013									
7.	Financial Management General Comments:										
	<div style="border: 1px solid black; padding: 5px; min-height: 20px;">None</div>										

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
6/7/2013

Reporting Year: 2012

Sanitary Sewer Collection Systems

	Questions	Points
1.	<p>Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?</p> <p style="margin-left: 20px;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </p>	
2.	<p>Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?</p> <p style="margin-left: 20px;"> <input checked="" type="radio"/> Yes (go to question 3) <input type="radio"/> No (30 points) (go to question 4) </p>	0
3.	<p>Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:</p> <p><input checked="" type="checkbox"/> Goals: Describe the specific goals you have for your collection system:</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> Rehabilitate sewers in areas of street improvements. Identify sewers in easements and alleys for lining. Identify areas of inflow and infiltration </div> <p><input type="checkbox"/> Organization: Do you have the following written organizational elements (check only those that you have):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Ownership and governing body description <input type="checkbox"/> Organizational chart <input type="checkbox"/> Personnel and position descriptions <input type="checkbox"/> Internal communication procedures <input type="checkbox"/> Public information and education program <p><input checked="" type="checkbox"/> Legal Authority: Do you have the legal authority for the following (check only those that apply):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Sewer use ordinance Last Revised MM/DD/YYYY 12/18/2007 <input checked="" type="checkbox"/> Pretreatment/Industrial control Programs <input checked="" type="checkbox"/> Fat, Oil and Grease control <input checked="" type="checkbox"/> Illicit discharges (commercial, industrial) <input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc) <input checked="" type="checkbox"/> Private lateral inspections/repairs <input type="checkbox"/> Service and management agreements <p><input checked="" type="checkbox"/> Maintenance Activities: details in Question 4</p> <p><input checked="" type="checkbox"/> Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> State plumbing code <input checked="" type="checkbox"/> DNR NR 110 standards <input checked="" type="checkbox"/> Local municipal code requirements <input checked="" type="checkbox"/> Construction, inspection and testing <input type="checkbox"/> Others: 	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
6/7/2013

Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

	<input type="checkbox"/> Overflow Emergency Response Plan: Does your emergency response capability include (check only those that you have): <input type="checkbox"/> Alarm system and routine testing <input type="checkbox"/> Emergency equipment <input type="checkbox"/> Emergency procedures <input type="checkbox"/> Communications/Notifications (DNR, Internal, Public, Media etc) <input checked="" type="checkbox"/> Capacity Assurance: How well do you know your sewer system? Do you have the following? <input checked="" type="checkbox"/> Current and up-to-date sewer map <input checked="" type="checkbox"/> Sewer system plans and specifications <input checked="" type="checkbox"/> Manhole location map <input type="checkbox"/> Lift station pump and wet well capacity information <input type="checkbox"/> Lift station O&M manuals Within your sewer system have you identified the following? <input type="checkbox"/> Areas with flat sewers <input type="checkbox"/> Areas with surcharging <input type="checkbox"/> Areas with bottlenecks or constrictions <input type="checkbox"/> Areas with chronic basement backups or SSO's <input type="checkbox"/> Areas with excess debris, solids or grease accumulation <input type="checkbox"/> Areas with heavy root growth <input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I) <input type="checkbox"/> Sewers with severe defects that affect flow capacity <input checked="" type="checkbox"/> Adequacy of capacity for new connections <input type="checkbox"/> Lift station capacity and/or pumping problems <input type="checkbox"/> Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed. <input type="checkbox"/> Special Studies Last Year (check only if applicable): <input type="checkbox"/> Infiltration/Inflow (I/I) Analysis <input type="checkbox"/> Sewer System Evaluation Survey (SSES) <input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP) <input type="checkbox"/> Lift Station Evaluation Report <input type="checkbox"/> Others:	
4.	Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:	
	Cleaning 20 % of system/year Root Removal 20 % of system/year Flow Monitoring 0 % of system/year Smoke Testing 0 % of system/year Sewer Line Televising 20 % of system/year	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City	Last Updated: 6/7/2013	Reporting Year: 2012
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Sanitary Sewer Collection Systems (Continued)

Manhole Inspections	<input style="width: 50px;" type="text" value="20"/>	% of system/year
Lift Station O&M	<input style="width: 50px;" type="text" value="0"/>	# per L.S./year
Manhole Rehabilitation	<input style="width: 50px;" type="text" value="1"/>	% of manholes rehabed
Mainline Rehabilitation	<input style="width: 50px;" type="text" value="2"/>	% of sewer lines rehabed
Private Sewer Inspections	<input style="width: 50px;" type="text" value="0"/>	% of system/year
Private Sewer I/I Removal	<input style="width: 50px;" type="text" value="0"/>	% of private services
Please include additional comments about your sanitary sewer collection system below:		
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

5. Provide the following collection system and flow information for the past year:

<input style="width: 50px;" type="text" value="31.57"/>	Total Actual Amount of Precipitation Last Year
<input style="width: 50px;" type="text" value="29.19"/>	Annual Average Precipitation (for your location)
<input style="width: 50px;" type="text" value="106.1"/>	Miles of Sanitary Sewer
<input style="width: 50px;" type="text" value="0"/>	Number of Lift Stations
<input style="width: 50px;" type="text" value="0"/>	Number of Lift Station Failure
<input style="width: 50px;" type="text" value="0"/>	Number of Sewer Pipe Failures
<input style="width: 50px;" type="text" value="1"/>	Number of Basement Backup Occurrences
<input style="width: 50px;" type="text" value="8"/>	Number of Complaints
<input style="width: 50px;" type="text" value="4.24"/>	Average Daily Flow in MGD
<input style="width: 50px;" type="text" value="145.41"/>	Peak Monthly Flow in MGD(if available)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
6/7/2013

Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

	<p>NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Date</th> <th style="width: 40%;">Location</th> <th style="width: 25%;">Cause</th> <th style="width: 20%;">Estimated Volume (MG)</th> </tr> </thead> <tbody> <tr> <td colspan="4">NONE REPORTED</td> </tr> </tbody> </table> <p>Were there SSOs that occurred last year that are not listed above?</p> <p style="margin-left: 20px;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If Yes, list the SSOs that occurred:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Date	Location	Cause	Estimated Volume (MG)	NONE REPORTED				0
Date	Location	Cause	Estimated Volume (MG)							
NONE REPORTED										
	<p>PERFORMANCE INDICATORS</p> <p><input style="width: 50px;" type="text" value="0.00"/> Lift Station Failures(failures/ps/year)</p> <p><input style="width: 50px;" type="text" value="0.00"/> Sewer Pipe Failures(pipe failures/sewer mile/yr)</p> <p><input style="width: 50px;" type="text" value="0.00"/> Sanitary Sewer Overflows (number/sewer mile/yr)</p> <p><input style="width: 50px;" type="text" value="0.01"/> Basement Backups(number/sewer mille)</p> <p><input style="width: 50px;" type="text" value="0.08"/> Complaints (number/sewer mile)</p> <p><input style="width: 50px;" type="text" value="34.3"/> Peaking Factor Ratio (Peak Monthly:Annual Daily Average)</p> <p><input style="width: 50px;" type="text" value="1.7"/> Peaking Factor Ratio(Peak Hourly:Annual daily Average)</p>									
6.	<p>Was infiltration/inflow(I/I) significant in your community last year?</p> <p style="margin-left: 20px;"> <input checked="" type="radio"/> Yes <input type="radio"/> No </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; padding: 2px;">The City experienced high flows in some older areas.</div>									
7.	<p>Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?</p> <p style="margin-left: 20px;"> <input type="radio"/> Yes <input checked="" type="radio"/> No </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>									
8.	<p>Explain any infiltration/inflow(I/I) changes this year from previous years?</p>									

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
6/7/2013

Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

	The City relaid a sanitary sewer with very high I/I. This sewer also had an overflow between sanitary sewer and storm sewer that was eliminated.	
9.	What is being done to address infiltration/inflow in your collection system?	
	Sewer rehabilitation and replacement, sanitary lateral replacement in the right-of-way, and manhole rehabilitation.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City Last Updated: Reporting Year: 2012

WPDES No.0047341

SECTION	GRADING SUMMARY			SECTION POINTS
	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	
Financial Management	A	4.0	1	4
Collection System	A	4.0	3	12
TOTALS			4	16
GRADE POINT AVERAGE(GPA)=4.00		4.00		

Notes:

- A = Voluntary Range
- B = Voluntary Range
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City	Last Updated:	Reporting Year: 2012
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Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B, required for grade C, D, or F):	
Financial Management: Grade=A	
Collection Systems: Grade=A	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 4.00	

**City of De Pere
Public Works Department**

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer *ERR*
Date: June 6, 2013
Subject: Consider Compliance Maintenance Annual Report for Wastewater
Collection System*

The Engineering Department has completed the Compliance Maintenance Annual Report (CMAR) for the wastewater collection system. The CMAR is required by the Wisconsin Department of Natural Resources. The report scores the City wastewater collection system based on Financial Management and the Collection System.

Included with this memo are the results of the CMAR. The City received a grade A on the Financial Management and A on the Collection System.

Staff recommends the BOPW approve the Report for submittal to the WDNR.

RESOLUTION #13-86

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND RETTLER CORPORATION
(Optimist Park Master Plan and De Pere Dog Park Master Plan)

WHEREAS, the City is in need of consulting services to conduct a Master Plan for Optimist Park and the De Pere Dog Park; and

WHEREAS, Rettler Corporation has available and offers to provide personnel and equipment necessary to accomplish such Master Plans within the required time, subject to the terms and conditions of the Agreements attached hereto and incorporated by reference as Exhibit 1 (Optimist Park Master Plan) and Exhibit 2 (De Pere Dog Park Master Plan); and

WHEREAS, the Board of Park Commissioners has reviewed such proposals and recommends their approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreements for Consulting Services Between the City of De Pere and Rettler Corporation (Exhibits 1 and 2).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of June,
2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND RETTLER CORPORATION
(Optimist Park Master Plan)**

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, ("City"), and Rettler Corporation, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of consulting services to conduct a Master Plan for Optimist Park; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the Master Plan 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 Consultants Proposal thereto dated May 6, 2013 (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 in Exhibit A. 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. 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, the 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.

IV. 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.

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

V. CONFIDENTIALITY OF INFORMATION

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

VI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the Master Plan document and Consultant's work hereunder shall be completed on or before October 25, 2013. 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.

VII. COMPENSATION

For the services which are to be performed by the Consultant, the City agrees to pay, and the Consultant agrees to compensation in the amount not to exceed \$4,350, to be invoiced on a monthly basis. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

VIII. 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.

IX. INSURANCE

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 to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, 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.

X. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (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, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 City

and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances 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 XVII.

XVI. 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.

XVII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed 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.

XVIII. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attn: Parks, Recreation & Forestry Director
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Rettler Corporation
Attention: Rick H. Rettler
3317 Business Park Drive
Stevens Point, WI 54482

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

RETTLER CORPORATION

By:

Print Name:
Title:

Print Name:
Title:

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

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Optimist Park Master Plan RFP

The City of De Pere is seeking proposals to conduct a Master Plan for Optimist Park. Proposals are due May 6 at 12:00 noon. For further information please contact Marty Kosobucki at 920-339-8358 or e-mail at mkosobucki@mail.de-pere.org.

Description: City is soliciting bids to develop a master Plan for Optimist Park in De Pere. The park is considered a Community Park and is 11.7 acres in size. Current amenities include; three softball diamonds (one lighted), basketball court, soccer/football field, open shelter, playground, restroom facility, concession facility, storage shed, parking lot and preliminary foundation for batting cages. The park has multiple uses, with the highest user being the De Pere Girls Softball Association.

Scope of Work/Project Approach

- I. Project Planning
 - A. Kick-off Meeting
 - Conduct a preliminary project meeting with City Staff to define the final project scope and identify the split of duties between the City Staff and Consultant Staff.
 - B. Establish a project timeline; identify start and completion dates of all major project phases.

- II. Optimist Park Master Plan
 - A. Data Gathering
 - 1. Utilize City of De Pere Planning Department for all base mapping.
 - 2. Review existing survey and/or as-built mapping for private utilities, elevations, etc as provided by City of De Pere.
 - 3. Identify park users and park uses.
 - 4. Cooperatively with City Staff, conduct a public input session to gain user and neighborhood input.
 - 5. Identify deficiencies within park.

 - B. Current Site Analysis
 - 1. Prepare base map of existing site and analyze site features and issues.
 - a. Topography and slope. (some topography has been done by the City)
 - b. Views and vistas (positive and negative).
 - c. Existing drainage features and patterns.
 - d. Review existing site features and amenities and conditions.
 - e. Identify active use space as well as athletic fields
 - h. Soils and bedrock.
 - j. Environmentally sensitive areas.
 - k. Existing street locations and vehicle access points.
 - l. Internal and external traffic circulation.
 - m. Parking opportunities.
 - n. Existing and potential pedestrian circulation linkages.
 - o. Utility locations and existing infrastructure locations.
 - p. Adjacent property uses and impacts.
 - q. ADA accessibility compliance throughout park. (The city contracted an Accessibility Audit in 2012 for the entire park system.)

1. Provide a minimum of two (2) concept plan layouts, which combine all elements from the site analysis and data gathering program.
2. Submit proposed conceptual plans to the Board of Park Commissioners to discuss/review the following:
 - a. Design appeal.
 - b. Accessibility.
 - c. Addressing of park and user group concerns/issues.
 - d. Environmental impacts.
 - e. Implementation and constructability.
 - f. Operational impacts and maintenance considerations.
3. Document positive and negative items and consider all input for Conceptual Plan development.
4. Based on Board of Park Commissioners review and input, make revisions to develop one proposed Master Plan document.
5. The proposed Master Plan shall include:
 - a. Schematic of park, to scale identifying all proposed changes and alterations.
 - b. Proposed phased in schedule of repairs and improvements.
 - c. Detailed recommendations on the improvement to be made and any issues/concerns that need to be addressed prior to implementing.
 - d. Detailed recommendations on materials and type of improvement to be made.
 - e. Proposed budget to do complete the improvement/alteration to the park.
6. Provide a drawing a minimum of 24" x 36" for final approval.
7. Upon approval of final Master Plan.
 - a. Provide up to 10 bound plans.
 - b. Plan should include; 24"x36" plan, 8 1/2" x 11" plan, summary page of improvements and concerns/issues with improvements, recommended listing of materials and/or types of facilities to be used in projects, budget description for each improvement.
 - c. Provide at least one copy of plan on a Jump Drive/memory stick.

III. Miscellaneous

- A. As needed throughout the planning process, meet with City Staff, Board of Park Commissioners and project team members to review findings, plan components, and update schedule.

IV. Compensation for Services

- A. All payments will be billed on a time and materials basis against the "Not to Exceed" total.
- B. If the Owner changes the Scope of Services after initiation of services, the Consultant has the right to renegotiate the compensation for the charged services.
- C. All governmental fees will be paid directly by the Owner.
- D. Construction Documents are not included in this planning proposal.
- E. Geotechnical testing and or topographic mapping not included in this proposal
- F. Periodic invoices will be submitted on a 30-day basis. The billing amount will be determined based upon the current percent completion of services.

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

May 6, 2013

City of De Pere
Parks, Recreation and Forestry
c/o Marty Kosobucki, Director
925 South 6th Street
De Pere, WI 54115

Re: Optimist Park and The De Pere Dog Park Master Plan(s)
Scope of Services Proposal by Rettler Corporation

Dear Mr Kosobucki:

We at Rettler Corporation are excited at the prospect of being involved in the proposed planning projects for the Optimist Park and De Pere Dog Park. This planning and enhancement of these City facilities will provide great benefits to the users and overall De Pere community.

For 20 years Rettler Corporation has played an increasingly high-level role in the development of park and recreation facilities in the Upper Midwest. We believe the experience we have gained makes us uniquely qualified to assist the City in the planning, design and cost estimating of the proposed facilities.

Why select Rettler?

- *We have successfully planned, designed and constructed community park facilities and athletic and recreation venues in the Upper Midwest.*
- *Our firm has enjoyed working with the City of De Pere on several projects since 2001. Including planning the Southwest Park Project, developing phase 1 construction documents for Southwest Park, developing the outdoor comprehensive recreation plan in 2008, and an update in 2013. We feel our ongoing relationship and passion for the De Pere community makes us uniquely qualified for development of these projects.*
- *Our firm has successfully worked with neighboring communities providing our site Landscape Architect, Civil Engineering, and Construction services.*

EXHIBIT B

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

*The School District of West De Pere Hemlock Creek Elementary School
Stadium Field Redevelopment*

Unified School District of De Pere Comprehensive Campus Master Plan

St. Norbert College Schneider Stadium

*Village Ashwaubenon Ashwaubenon Sports Complex
Ashwaubomay Park
Fort Howard Park
Pioneer Park
Sherwood Forest Park
Packerland Shared Use Path
Outdoor Comprehensive Park Plan*

*Town of Ledgeview Ledgeview Park Master Plan/Construction Documents Phase 1-3
Scray Hill Park – Master Plan and Phase I Construction Documents*

*Village of Bellevue Shaha Park Master Plan
Willow Creek and Josten Park Construction Documents
De Broux Baseball Field Redevelopment Project-Construction Documents*

*Seymour Community Schools Campus Master Plan
Athletic Complex Planning and Construction Documents
Circulation Improvements at Rockledge Elementary School*

- We are readily available to meet with user groups, staff and/or to conduct open community input meetings. We are currently working in Bellevue, providing construction observation for the De Broux Park Redevelopment Project. Also, we are assisting Ashwaubenon Schools in the redevelopment of the stadium football field redevelopment and De Pere Unified Schools in planning their outdoor campus.*
- Rettler Corporation has developed advanced expertise in the design and construction of park facilities which will provide real design solutions and accurate estimates for construction estimates. We have ongoing relationships with local contractors and will utilize current material and labor cost within the area.*

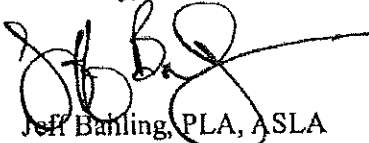
CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

- *We have been proud active members of WPRA since 1988. And our efforts have been recognized by WPRA on several park facility awards on state wide projects.*

Our proposal is structured to address the two (2) projects as identified in the Request for Proposal.

We are excited at the prospect of assisting the City of De Pere. Please do not hesitate to contact us with questions or clarifications on this information.

Sincerely,



Jeff Banling, PLA, ASLA
Senior Landscape Architect

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

APPROACH TO PROJECT

We have carefully reviewed the Detailed Scope of Services for:

Optimist Park Master Plan
De Pere Dog Park Master Plan

As presented in the City's RFP, we find the Scope of Services to be well conceived, clearly articulated and extremely well aligned to our standard project approach. As such, we see no need to re-state the Scope of Services and accept the Scope as presented.

We do wish to offer the following key issues, critical design decisions, and clarifications that must be addressed to ensure a successful project(s);

Optimist Park Master Plan

1. User Group, City Staff and Public Input

Our experience in working with user groups and city staff, specifically in De Pere, will allow us to be efficient and effective in gathering the requested need criteria and frankly discuss the main challenges of the site. This "hands-on" approach will allow for a comprehensive identification of the items to include in the design concepts and further justify and secure support/understanding for a final design solution.

2. Design Solutions and Experience

Our firm's knowledge of this site and our expertise in developing athletic field planning and park planning will provide functional and creative design options. The site may be limited in space but offers many opportunities. Our firm will provide solutions to make the site as effective and efficient as possible.

3. ADA Solutions

We will utilize the City survey and topographic information to provide solutions that meet the required ADA accessibility. Our experience building projects will include proposed elevations for accessible routes, both longitudinally, less than 5% slope, and cross slopes less than a 2%. Curb ramps, parking spaces etc. will also be shown on final plans.

4. Meetings

We anticipate approximately 3-4 total meetings for this project. If the project requires additional meetings we will be flexible to meet during already scheduled project meetings in the area. We can also utilize "GoTo" meetings via the internet and/or emails with conference calls for review of plan options. Our plan is to be efficient and keep costs down but will be available in person at any time deemed appropriate by the City.

De Pere Dog Park Master Plan

1. Base Mapping

Our extensive current involvement working with the City of De Pere and Brown County will allow for ease of obtaining digital aerial mapping for use in master planning. This base mapping is an effective way to provide schematic layouts of proposed items and how they relate to adjacent uses. We will also utilize all previous mapping as supplied by the City, and will overlay all information to create a base map acceptable for Master Planning.

2. Site Analysis and Needs Assessment

Our firm has experience in obtaining critical input from current and future user groups to develop real facility needs. Our experience in assisting dog park designs in Winnebago County, Onalaska, Oshkosh, and Stevens Point will assist the City in providing design solutions that have worked at other dog parks.

We will obtain and organize all dictated needs and meet with users and city staff and discuss in detail. A final list of determined need criteria to be used in planning will be developed and presented for approval.

3. ADA Solutions

We will utilize the City survey and topographic information to provide solutions that meet the required ADA accessibility. Our experience building projects will include proposed elevations for accessible routes, both longitudinally, less than 5% slope, and less than 25 cross slopes. Curb ramps, parking spaces etc. will also be shown on final plans.

4. Meetings

We anticipate approximately 2-3 total meetings for this project. If the project requires additional meetings we will be flexible to meet when we are already in the area on other projects, and/or utilize "GoTo" meetings and/or emails with conference calls for review of plan options. Our plan is to keep costs down but will be available in person at any time deemed appropriate by the City.

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

ASSUMPTIONS

- A. The proposal does not include a Phase 1 Environmental Assessment including archaeological, threatened and endangered species and culturally significant resource screening.
- B. The Owner will contract directly with others for Geotechnical services.
- C. Property and topographic services are not within the site/civil engineering scope of services, but can be provided by Rettler Corporation if requested, for an additional fee.
- D. Minor in-house printing expenses during the design phase of the project are incidental to the proposed lump sum fee.

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

Proposal of "Not to Exceed" Payment Fee:

Optimist Park Master Plan	\$ 4,850.00
De Pere Dog Park Master Plan	\$ 3,550.00
Discount if awarded both Optimist Park and De Pere Dog Park	Deduct..... \$(1,000)

Rettler Corporation



Rick Rettler
President

5-6-13

Date

City of De Pere

Authorized Signature

Date

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

HOURLY RATE SCHEDULE

Principal	\$140.00
Two Man Survey Crew	\$130.00
Registered Land Surveyor	\$ 90.00
Landscape Architect	\$ 90.00
Two Man Highway Layout Crew	\$130.00
Three Man Highway Layout Crew	\$175.00
Civil Engineer	\$ 110.00
Design Technician	\$ 65.00
Survey Technician	\$ 65.00
Office Manager Services	\$ 45.00
Word Processing	\$ 35.00
Expenses	
Reproduction Costs	
Blueprints	\$1.75 - \$3.25 / each
Mylar	\$2.00 / square foot
Reports (initial printing)	\$5.00 plus
	\$0.10 single page
	\$0.15 double page
Reports (after initial printing)	\$15.00 plus page cost
Vehicle Mileage	\$0.485/mile
Meals	\$34/day
Lodging	\$75/day
Robotics/GPS	\$100.00/day

The following additional services will be rendered at cost; State, County, local recording, review and permit fees, outside services, test equipment, rental equipment and supplies. CADD, telephone, postage, and other incidental office expenses are included in hourly fees.

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND RETTLER CORPORATION
(De Pere Dog Park Master Plan)**

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, ("City"), and Rettler Corporation, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of consulting services to conduct a Master Plan for the De Pere Dog Park; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the Master Plan 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 Consultants Proposal thereto dated May 6, 2013 (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 in Exhibit A. 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. 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, the 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.

IV. 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.

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

V. CONFIDENTIALITY OF INFORMATION

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

VI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the Master Plan document and Consultant's work hereunder shall be completed on or before October 25, 2013. 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.

VII. COMPENSATION

For the services which are to be performed by the Consultant, the City agrees to pay, and the Consultant agrees to compensation in the amount not to exceed \$3,050, to be invoiced on a monthly basis. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

VIII. 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.

IX. INSURANCE

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 to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, 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.

X. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (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, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 City

and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances 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 XVII.

XVI. 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.

XVII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed 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.

XVIII. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attn: Parks, Recreation & Forestry Director
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Rettler Corporation
Attention: Rick H. Rettler
3317 Business Park Drive
Stevens Point, WI 54482

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

RETTLER CORPORATION

By:

Print Name:
Title:

Print Name:
Title:

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2013\Rettler (Dog Park) 6-13-151-001-13.docx

De Pere Dog Park RFQ

Due: Monday, May 6th @ 12:00 p.m.

Description: The City of De Pere is soliciting bids to develop a master Plan for the Dog Park in De Pere. The park is considered a Community Park and is approximately 18 acres in size. Current amenities include: approx. 8 acres of fenced-in area; various paths throughout the wooded area; gravel parking lot; water fountain for pets and humans.

Scope of Work/Project Approach

- I. Project Planning
 - A. Kick-off Meeting
 - Conduct a preliminary project meeting with City Staff to define the final project scope and identify the split of duties between the City Staff and Consultant Staff.
 - B. Establish a project timeline; identify start and completion dates of all major project phases.

- II. Dog Park Master Plan
 - A. Data Gathering
 - 1. Utilize City of De Pere Planning Department for all base mapping.
 - 2. Review existing survey and/or as-built mapping for private utilities, elevations, etc. as provided by City of De Pere.
 - 3. Identify park users and park uses.
 - 4. Cooperatively with City Staff, conduct a public input session to gain user input. Meet with Dog Park volunteer group.
 - 5. Identify deficiencies within park.

 - B. Current Site Analysis
 - 1. Prepare base map of existing site and analyze site features and issues.
 - a. Topography and slope.
 - b. Views and vistas (positive and negative).
 - c. Existing drainage features and patterns.
 - d. Review existing site features and amenities and conditions.
 - e. Parking lot analysis to include size, slope, & amenities
 - f. Environmentally sensitive areas.
 - g. Existing street locations and vehicle access points.
 - h. Internal and external traffic circulation.
 - i. Parking opportunities.
 - j. Existing and potential pedestrian & vehicular circulation linkages.
 - k. Utility locations and existing infrastructure locations.
 - l. Adjacent property uses and impacts.
 - m. ADA accessibility compliance.
 - n. Wetlands identification and analysis.

C. Concept Plan Development

1. Provide a minimum of two (2) concept plan layouts, which combine all elements from the site analysis and data gathering program.
2. Submit proposed conceptual plans to the Board of Park Commissioners to discuss/review the following:
 - a. Design appeal.
 - b. Accessibility.
 - c. Addressing of park and user group concerns/issues.
 - d. Environmental impacts.
 - e. Implementation and constructability.
 - f. Operational impacts and maintenance considerations.
3. Document positive and negative items and consider all input for Conceptual Plan development.
4. Based on Board of Park Commissioners review and input, make revisions to develop one proposed Master Plan document.
5. The proposed Master Plan shall include:
 - a. Schematic of park, to scale identifying all proposed changes and alterations.
 - b. Proposed phased in schedule of repairs and improvements.
 - c. Detailed recommendations on the improvement to be made and any issues/concerns that need to be addressed prior to implementing.
 - d. Detailed recommendations on materials and type of improvement to be made.
 - e. Detailed recommendations on type and style of building or equipment.
 - f. Proposed budget to do complete the improvement/alteration to the park.
6. Provide a drawing a minimum of 24" x 36" for final approval.
7. Upon approval of final Master Plan.
 - a. Provide up to 10 bound plans.
 - b. Plan should include; 24"x36" plan, 8 ½" x 11" plan, summary page of improvements and concerns/issues with improvements, recommended listing of materials and/or types of facilities to be used in projects, budget description for each improvement.
 - c. Provide at least one copy of plan on a Jump Drive/memory stick.

III. Miscellaneous

- A. As needed throughout the planning process, meet with City Staff, Board of Park Commissioners and project team members to review findings, plan components, and update schedule.
- B. City will provide design and detail of parking lot and accessibility route to park entrance.
- C. City to provide:
 - a. Design and detail of parking lot and accessible route to park.
 - b. Current topographical data
 - c. Current as built design plans

IV. Compensation for Services

- A. All payments will be billed on a time and materials basis against the "Not to Exceed" total.
- B. If the Owner changes the Scope of Services after initiation of services, the Consultant has the right to renegotiate the compensation for the charged services.
- C. All governmental fees will be paid directly by the Owner.
- D. Construction Documents are not included in this planning proposal.
- E. Geotechnical testing and or topographic mapping not included in this proposal
- F. Periodic invoices will be submitted on a 30-day basis. The billing amount will be determined based upon the current percent completion of services.

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

May 6, 2013

City of De Pere
Parks, Recreation and Forestry
c/o Marty Kosobucki, Director
925 South 6th Street
De Pere, WI 54115

Re: Optimist Park and The De Pere Dog Park Master Plan(s)
Scope of Services Proposal by Rettler Corporation

Dear Mr Kosobucki:

We at Rettler Corporation are excited at the prospect of being involved in the proposed planning projects for the Optimist Park and De Pere Dog Park. This planning and enhancement of these City facilities will provide great benefits to the users and overall De Pere community.

For 20 years Rettler Corporation has played an increasingly high-level role in the development of park and recreation facilities in the Upper Midwest. We believe the experience we have gained makes us uniquely qualified to assist the City in the planning, design and cost estimating of the proposed facilities.

Why select Rettler?

- *We have successfully planned, designed and constructed community park facilities and athletic and recreation venues in the Upper Midwest.*
- *Our firm has enjoyed working with the City of De Pere on several projects since 2001. Including planning the Southwest Park Project, developing phase 1 construction documents for Southwest Park, developing the outdoor comprehensive recreation plan in 2008, and an update in 2013. We feel our ongoing relationship and passion for the De Pere community makes us uniquely qualified for development of these projects.*
- *Our firm has successfully worked with neighboring communities providing our site Landscape Architect, Civil Engineering, and Construction services.*

EXHIBIT B

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

<i>The School District of West De Pere</i>	<i>Hemlock Creek Elementary School Stadium Field Redevelopment</i>
<i>Unified School District of De Pere</i>	<i>Comprehensive Campus Master Plan</i>
<i>St. Norbert College</i>	<i>Schneider Stadium</i>
<i>Village Ashwaubenon</i>	<i>Ashwaubenon Sports Complex Ashwaubomay Park Fort Howard Park Pioneer Park Sherwood Forest Park Packerland Shared Use Path Outdoor Comprehensive Park Plan</i>
<i>Town of Ledgeview</i>	<i>Ledgeview Park Master Plan/Construction Documents Phase 1-3 Scray Hill Park – Master Plan and Phase 1 Construction Documents</i>
<i>Village of Bellevue</i>	<i>Shaha Park Master Plan Willow Creek and Josten Park Construction Documents De Broux Baseball Field Redevelopment Project-Construction Documents</i>
<i>Seymour Community Schools</i>	<i>Campus Master Plan Athletic Complex Planning and Construction Documents Circulation Improvements at Rockledge Elementary School</i>

- *We are readily available to meet with user groups, staff and/or to conduct open community input meetings. We are currently working in Bellevue, providing construction observation for the De Broux Park Redevelopment Project. Also, we are assisting Ashwaubenon Schools in the redevelopment of the stadium football field redevelopment and De Pere Unified Schools in planning their outdoor campus.*
- *Rettler Corporation has developed advanced expertise in the design and construction of park facilities which will provide real design solutions and accurate estimates for construction estimates. We have ongoing relationships with local contractors and will utilize current material and labor cost within the area.*

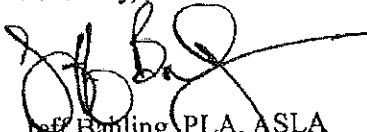
CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

- *We have been proud active members of WPRA since 1988. And our efforts have been recognized by WPRA on several park facility awards on state wide projects.*

Our proposal is structured to address the two (2) projects as identified in the Request for Proposal.

We are excited at the prospect of assisting the City of De Pere. Please do not hesitate to contact us with questions or clarifications on this information.

Sincerely,



Jeff Bahling, PLA, ASLA
Senior Landscape Architect

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

APPROACH TO PROJECT

We have carefully reviewed the Detailed Scope of Services for:

Optimist Park Master Plan
De Pere Dog Park Master Plan

As presented in the City's RFP, we find the Scope of Services to be well conceived, clearly articulated and extremely well aligned to our standard project approach. As such, we see no need to re-state the Scope of Services and accept the Scope as presented.

We do wish to offer the following key issues, critical design decisions, and clarifications that must be addressed to ensure a successful project(s);

Optimist Park Master Plan

1. *User Group, City Staff and Public Input*

Our experience in working with user groups and city staff, specifically in De Pere, will allow us to be efficient and effective in gathering the requested need criteria and frankly discuss the main challenges of the site. This "hands-on" approach will allow for a comprehensive identification of the items to include in the design concepts and further justify and secure support/understanding for a final design solution.

2. *Design Solutions and Experience*

Our firm's knowledge of this site and our expertise in developing athletic field planning and park planning will provide functional and creative design options. The site may be limited in space but offers many opportunities. Our firm will provide solutions to make the site as effective and efficient as possible.

3. *ADA Solutions*

We will utilize the City survey and topographic information to provide solutions that meet the required ADA accessibility. Our experience building projects will include proposed elevations for accessible routes, both longitudinally, less than 5% slope, and cross slopes less than a 2%. Curb ramps, parking spaces etc. will also be shown on final plans.

4. *Meetings*

We anticipate approximately 3-4 total meetings for this project. If the project requires additional meetings we will be flexible to meet during already scheduled project meetings in the area. We can also utilize "GoTo" meetings via the internet and/or emails with conference calls for review of plan options. Our plan is to be efficient and keep costs down but will be available in person at any time deemed appropriate by the City.

De Pere Dog Park Master Plan

1. Base Mapping

Our extensive current involvement working with the City of De Pere and Brown County will allow for ease of obtaining digital aerial mapping for use in master planning. This base mapping is an effective way to provide schematic layouts of proposed items and how they relate to adjacent uses. We will also utilize all previous mapping as supplied by the City, and will overlay all information to create a base map acceptable for Master Planning.

2. Site Analysis and Needs Assessment

Our firm has experience in obtaining critical input from current and future user groups to develop real facility needs. Our experience in assisting dog park designs in Winnebago County, Onalaska, Oshkosh, and Stevens Point will assist the City in providing design solutions that have worked at other dog parks.

We will obtain and organize all dictated needs and meet with users and city staff and discuss in detail. A final list of determined need criteria to be used in planning will be developed and presented for approval.

3. ADA Solutions

We will utilize the City survey and topographic information to provide solutions that meet the required ADA accessibility. Our experience building projects will include proposed elevations for accessible routes, both longitudinally, less than 5% slope, and less than 25 cross slopes. Curb ramps, parking spaces etc. will also be shown on final plans.

4. Meetings

We anticipate approximately 2-3 total meetings for this project. If the project requires additional meetings we will be flexible to meet when we are already in the area on other projects, and/or utilize "GoTo" meetings and/or emails with conference calls for review of plan options. Our plan is to keep costs down but will be available in person at any time deemed appropriate by the City.

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

ASSUMPTIONS


- A. The proposal does not include a Phase 1 Environmental Assessment including archaeological, threatened and endangered species and culturally significant resource screening.
- B. The Owner will contract directly with others for Geotechnical services.
- C. Property and topographic services are not within the site/civil engineering scope of services, but can be provided by Rettler Corporation if requested, for an additional fee.
- D. Minor in-house printing expenses during the design phase of the project are incidental to the proposed lump sum fee.

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

Proposal of "Not to Exceed" Payment Fee:

Optimist Park Master Plan	\$ 4,850.00
De Pere Dog Park Master Plan	\$ 3,550.00
Discount if awarded both Optimist Park and De Pere Dog Park	Deduct..... \$(1,000)

Rettler Corporation



Rick Rettler
President

5-6-13

Date

City of De Pere

Authorized Signature

Date

CITY OF DE PERE, WISCONSIN
OPTIMIST PARK AND THE DE PERE DOG PARK MASTER PLAN

HOURLY RATE SCHEDULE

Principal	\$140.00
Two Man Survey Crew	\$130.00
Registered Land Surveyor	\$ 90.00
Landscape Architect	\$ 90.00
Two Man Highway Layout Crew	\$130.00
Three Man Highway Layout Crew	\$175.00
Civil Engineer	\$ 110.00
Design Technician	\$ 65.00
Survey Technician	\$ 65.00
Office Manager Services	\$ 45.00
Word Processing	\$ 35.00
Expenses	
Reproduction Costs	
Blueprints	\$1.75 - \$3.25 / each
Mylar	\$2.00 / square foot
Reports (initial printing)	\$5.00 plus
	\$0.10 single page
	\$0.15 double page
Reports (after initial printing)	\$15.00 plus page cost
Vehicle Mileage	\$0.485/mile
Meals	\$34/day
Lodging	\$75/day
Robotics/GPS	\$100.00/day

The following additional services will be rendered at cost; State, County, local recording, review and permit fees, outside services, test equipment, rental equipment and supplies. CADD, telephone, postage, and other incidental office expenses are included in hourly fees.

RESOLUTION #13-87

OPPOSING NON-FISCAL POLICY ITEMS
NEGATIVELY AFFECTING MUNICIPALITIES
ADDED TO THE STATE BUDGET IN ASSEMBLY BILL 40

WHEREAS, according to the non-partisan Legislative Fiscal Bureau, the 2013-2014 State Budget proposed by Governor Walker included 58 non-fiscal policy items covering myriad matters of local concern; and

WHEREAS, the Joint Finance Committee, during its review of the Governor's budget, removed 23 of those non-fiscal policy matters while adding 59 new non-fiscal policy provisions covering matters of local concern; and

WHEREAS, seven of the added items from the Joint Finance Committee are matters which in particular, deserve public scrutiny outside the budget process given the harsh consequences, including increased local cost and loss of local control, these measures, if adopted would have on these inherently local issues.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby urges the Governor, its State Assembly Representatives and Senators to urge that the following items added to Assembly Bill 40 by the Joint Finance Committee be removed from the 2013-2014 State Budget:

1. **Extending levy limits to cover certain fees** (JFC Motion #90). This amendment requires De Pere to reduce its allowable property tax levy by the amount of any new fee revenue collected to fund certain services previously funded by the tax levy. Services covered by the amendment are: stormwater management, garbage collection, fire protection, snow plowing, and street sweeping.
2. **Review of municipal fees** (JFC Motion #591). This amendment specifies that any challenge or appeal of a fee that relates to the fee's reasonableness is to be made to the state's Tax Appeals Commission. The amendment further specifies that it is De Pere, not the challenger, who bears the burden of proof in establishing that the fee is reasonably related to the cost of the service for which the fee is imposed. The most problematic aspect of this change is that it

switches the burden of proof from the person challenging the reasonableness of a fee to the municipality. If this becomes law, De Pere will be forced to spend staff time and limited resources defending their fees against routine and unjustified challenges filed before the Tax Appeals Commission.

3. **Banning municipal employee residency requirements except that communities may require police and fire employees to live within 15 miles of municipal borders** (JFC Motion #161). Municipalities are precluded from requiring utility, public works, and managerial employees to live within or near the community. Local governments and their residents are in the best position to determine what, if any, residency requirements meet their community's needs.
4. **Prohibiting municipalities from enacting ordinances that are more stringent than the state's uniform stormwater management standards** (JFC Motion #62, part). Part of this will motion preclude De Pere from enacting requirements on new development to achieve more stringent TMDL limits than required by DNR and EPA. The preemption part of Motion 62 may prevent De Pere from taking steps it believes necessary to control stormwater.
5. **Limiting municipal zoning authority over the location of cell phone towers** (JFC Motion #151, part). Part of motion 115 limits the zoning authority of municipalities by creating a statewide uniform regulatory framework governing the location of wireless telephone towers and support structures. This will lead to De Pere losing its zoning authority over cell tower siting.
6. **Expanding ability of public utilities, telecommunication companies, and video service providers to seek PSC review of municipal public works projects** (JFC Motion #115, part). The motion, designed to kill the Milwaukee Streetcar Project, also included language expanding the definition of a "municipal regulation" subject to PSC reasonableness review by adding the phrase "order, or other regulation entered into, enacted, or issued by a municipality before, on or after the effective date of this paragraph." This part of the motion was not necessary to accomplish the goal of requiring Milwaukee to pay for the cost of moving underground utility facilities to accommodate its streetcar project. An expansion of PSC authority will give public utilities leverage over municipalities by threatening to bring particular public works projects before the PSC. Utilities will be able to second-guess De Pere's decision that a particular street, sewer, water, or stormwater reconstruction project is necessary for the health, safety, and public welfare of the community when it is the De Pere Common Council that is in the best position to make that determination.

7. **Relocation of Nonconforming Outdoor Advertising Signs** (Motion #431, Item 28). The motion modifies current law relating to nonconforming outdoor advertising signs that must be relocated as a result of a state highway project. It specifies the owner of a nonconforming billboard affected by a highway project can elect to relocate the sign within a municipality without affecting the sign's nonconforming status. If a highway project causes a nonconforming sign to be relocated, the size of the sign face and the number of sign faces shall be the same as prior to relocation. Also, the height of the sign shall be equal to or greater than prior to relocation. This will remove the ability of De Pere to exercise local zoning authority over signs and allow off premise sign companies to circumvent De Pere sign restrictions.

BE IT FURTHER RESOLVED THAT:

The Clerk-Treasurer is authorized and directed to send a copy of this Resolution to the City's State Representatives and Senators to notify them of the City's opposition to these measures being included in the Budget.

BE IT FURTHER RESOLVED THAT:

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

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

June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Change Order

No. 4

Date of issuance: May 23, 2013

Effective Date: June 19, 2013

Project: Riverwalk & Wildlife Viewing Pier Phase II	Owner: City of De Pere	Owner's Contract No.: N/A
Contract: General Construction		Date of Contract: September 10, 2012
Contractor: Zenlth Tech., Inc.		Engineer's Project No.: 2012-2050.00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Deduct (\$4,837.50) for the replacement of a section of Riverwalk and the sidewalk between the Fox River Trail and the concrete slab adjacent to upper river navigation channel damaged during Phase II construction.

Attachments:

None

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,228,000.00

Increase Decrease from previously approved
Change Orders No. 1 to No. 3:

\$ 8,459.34

Contract Price prior to this Change Order:

\$ 1,219,540.66

Increase Decrease of this Change Order:

\$ 4,837.50

Contract Price incorporating this Change Order:

\$ 1,214,703.16

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): December 31, 2012

Ready for final payment (days or date): February 1, 2013

Increase Decrease from previously approved Change Orders
No. 1 to No. 3:

Substantial completion (days): April 1, 2013

Ready for final payment (days): May 1, 2013

Contract Times prior to this Change Order:

Substantial completion (days or date): April 1, 2013

Ready for final payment (days or date): May 1, 2013

Increase Decrease of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): June 15, 2013

Contract Times with all approved Change Orders:

Substantial completion (days or date): April 1, 2013

Ready for final payment (days or date): June 1, 2013

RECOMMENDED:

By: 
Engineer (Authorized Signature)

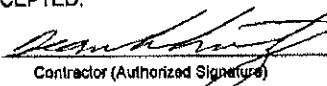
Date: 5.23.2013

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 5/23/13

Approved by Funding Agency (if applicable): _____

Date: _____

EJCDC No. C-941 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

10/28/2011

2012-2050.00

To: Honorable Mayor and Members of the City Council
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: June 13, 2013
Subject: 2012 Management Letter and Financial Statements

Attached you will find the 2012 auditor's management communications letter and the City's 2012 financial statements. The letter and reports were approved by the Finance Committee at the June 11th, 2013 meeting and are presented for your approval. The management communications report contains the required communication to the City Council on pages 1 – 7 of the report with summary financial information on pages 8-15 while prior and current comments and recommendations are on pages 16-19 of the report. The financial statements begin with the auditor's report on the basic financial statements while the remainder of the report contains the basic financial statements as well as other detailed required financial information.

This information is presented for your review and approval. Should you have any questions on this feel free to contact me or a representative from Schenck will also be available at the June 18th Council meeting should you have any questions at that time.

Memo

City of De Pere

To: Members of the Common Council
From: Michael Walsh, Mayor *MW*
RE: Confirmation of Appointment To Position of Health Officer/Director
Date: June 12, 2013

The Human Resources Department has completed the recruitment, and selection process for the Health Officer/Director position. Based on the interview panel's recommendation, I would like to appoint Chrystal Woller to this position, and I am asking for your confirmation.

Ms. Woller currently works for the Brown County Health Department as their Maternal Child Health Nurse Manager. In this position, Ms. Woller supervises the nursing staff, develops, and implements public health program policies, and procedures, oversees services, and programs, and ensures compliance with applicable standards, regulations, and law. Before that, Ms. Woller was the Public Health Program Director for the Washington County Public Health Department in Washington, Iowa. Ms. Woller has a Bachelor of Science in Nursing, with a minor in Spanish. In addition, Ms. Woller is licensed through the State of Wisconsin's Department of Regulation, and Licensing as a Registered Nurse, and is working on her Masters' in Public Health.

With 13+ years in the public health field, we are pleased to be able to recommend her appointment, and we believe she will be a tremendous asset to our community.

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.

cc: Ellen Moore, Interim Health Officer/Director
Members of the De Pere Board of Health
Lawrence Delo, City Administrator
Shannon Metzler, Human Resources Director

Memo

City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointments
Date: June 14, 2013

I am submitting the following names for appointment at the June 18, 2013 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Board/Commission

Appointment

Board of Appeals

Alice Schipper/Appointment

Board of Appeals

Jason Peebles/Appointment

Board of Appeals

Bill Vande Hei/Re-appointment

Brown County Planning Commission

Ken Pabich/Re-appointment

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4632	ACCURATE LLC							
	I-201306132275	ACCURATE LLC	R	6/18/2013		2,770.00CR	068320	2,770.00
0217	AGRI-PARTNERS COOPERATIVE							
	I-201306132276	AGRI-PARTNERS COOPERATIVE	R	6/18/2013		2.65CR	068321	
	I-201306132277	AGRI-PARTNERS COOPERATIVE	R	6/18/2013		14.90CR	068321	
	I-201306132278	AGRI-PARTNERS COOPERATIVE	R	6/18/2013		5.96CR	068321	
	I-201306132279	AGRI-PARTNERS COOPERATIVE	R	6/18/2013		2.95CR	068321	26.46
0302	AIRGAS USA LLC							
	I-9015847734	AIRGAS USA LLC	R	6/18/2013		111.97CR	068322	
	I-9015962927	AIRGAS USA LLC	R	6/18/2013		31.67CR	068322	
	I-9016168890	AIRGAS USA LLC	R	6/18/2013		111.97CR	068322	
	I-9016379534	AIRGAS USA LLC	R	6/18/2013		15.81CR	068322	271.42
1	AISSEN, MARLENE							
	I-201306132280	SEWING CLASS	R	6/18/2013		77.00CR	068323	77.00
2982	ALL CITY COMMUNICATIONS							
	I-4699567	ALL CITY COMMUNICATIONS	R	6/18/2013		165.06CR	068324	165.06
0849	AMBROSIUS CONCRETE SUPPLIES INC							
	I-289431	AMBROSIUS CONCRETE SUPPLIES IN	R	6/18/2013		61.90CR	068325	
	I-289555	AMBROSIUS CONCRETE SUPPLIES IN	R	6/18/2013		61.90CR	068325	
	I-289655	AMBROSIUS CONCRETE SUPPLIES IN	R	6/18/2013		61.90CR	068325	
	I-289787	AMBROSIUS CONCRETE SUPPLIES IN	R	6/18/2013		179.45CR	068325	365.15
1781	ASPHALT SEAL & REPAIR INC							
	I-13-13 (2) FINAL	ASPHALT SEAL & REPAIR INC	R	6/18/2013		40,409.79CR	068326	40,409.79
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000053308	BADGER LABORATORIES & ENGINEER	R	6/18/2013		100.00CR	068327	100.00
0020	BADGERLAND PRINTING INC							
	I-21786	BADGERLAND PRINTING INC	R	6/18/2013		18.00CR	068328	
	I-21818	BADGERLAND PRINTING INC	R	6/18/2013		143.00CR	068328	
	I-21846	BADGERLAND PRINTING INC	R	6/18/2013		44.00CR	068328	205.00
0023	BATTERIES PLUS LLC							
	I-233927-01	BATTERIES PLUS LLC	R	6/18/2013		70.80CR	068329	
	I-501-392593	BATTERIES PLUS LLC	R	6/18/2013		195.00CR	068329	
	I-501-394533	BATTERIES PLUS LLC	R	6/18/2013		13.92CR	068329	
	I-501-395177	BATTERIES PLUS LLC	R	6/18/2013		97.50CR	068329	
	I-505-353514	BATTERIES PLUS LLC	R	6/18/2013		121.44CR	068329	498.66

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0027	BAY TOWEL INC							
	I-1638894	BAY TOWEL INC	R	6/18/2013		50.42CR	068330	
	I-1642149	BAY TOWEL INC	R	6/18/2013		33.64CR	068330	
	I-1642150	BAY TOWEL INC	R	6/18/2013		50.42CR	068330	
	I-1642151	BAY TOWEL INC	R	6/18/2013		20.90CR	068330	155.38
0025	BAYCOM INC							
	I-148160	BAYCOM INC	R	6/18/2013		191.25CR	068331	
	I-77120	BAYCOM INC	R	6/18/2013		50.00CR	068331	241.25
5171	BENTLEY SYSTEMS INC							
	I-47526152	BENTLEY SYSTEMS INC	R	6/18/2013		3,605.00CR	068332	3,605.00
6751	BRIDGEPORT TRUCK MFG. INC.							
	I-26579-00	BRIDGEPORT TRUCK MFG. INC.	R	6/18/2013		219.85CR	068333	219.85
0038	BROADWAY AUTOMOTIVE INC							
	I-657020	BROADWAY AUTOMOTIVE INC	R	6/18/2013		89.95CR	068334	89.95
0790	BROWN COUNTY CLERK							
	I-2013-SPRING 23	BROWN COUNTY CLERK	R	6/18/2013		2,074.57CR	069335	2,074.57
0888	BROWN COUNTY HEALTH DEPT							
	I-2013-024	BROWN COUNTY HEALTH DEPT	R	6/18/2013		1,815.12CR	068336	
	I-2013-025	BROWN COUNTY HEALTH DEPT	R	6/18/2013		1,815.12CR	068336	3,630.24
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201306132282	BROWN COUNTY HIGHWAY COMMISSIO	R	6/18/2013		1,023.80CR	068337	1,023.80
2944	BROWN COUNTY JAIL							
	I-201306132283	BROWN COUNTY JAIL	R	6/18/2013		680.00CR	068338	680.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201306132284	BROWN COUNTY REGISTER OF DEEDS	R	6/18/2013		18.00CR	068339	18.00
1750	GREGORY BROWN							
	I-201306132281	GREGORY BROWN	R	6/18/2013		38.42CR	068340	38.42
6710	CADRE							
	I-123564	CADRE	R	6/18/2013		221.28CR	068341	221.28
0115	CARQUEST AUTO PARTS LLC							
	I-6339-168656	CARQUEST AUTO PARTS LLC	R	6/18/2013		57.64CR	068342	57.64

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1962	CASPERS TRUCK EQUIPMENT INC							
	I-67461	CASPERS TRUCK EQUIPMENT INC	R	6/18/2013		70.78CR	068343	70.78
2708	CLEANING SOLUTION SERVICES INC							
	I-05-8206	CLEANING SOLUTION SERVICES INC	R	6/18/2013		1,225.90CR	068344	
	I-05-8207	CLEANING SOLUTION SERVICES INC	R	6/18/2013		1,261.85CR	068344	2,486.85
1	CREVIER, CARLY							
	I-201306132285	MILEAGE	R	6/18/2013		26.56CR	068345	26.56
0063	DARNEN & JANSSEN INC							
	I-129714	DARNEN & JANSSEN INC	R	6/18/2013		180.00CR	068346	180.00
0069	DE PERE GREENHOUSE INC							
	I-11607	DE PERE GREENHOUSE INC	R	6/18/2013		103.46CR	068347	103.46
0065	EMERGENCY MEDICAL PRODUCTS INC							
	I-1557574	EMERGENCY MEDICAL PRODUCTS INC	R	6/18/2013		105.45CR	068348	
	I-1558873	EMERGENCY MEDICAL PRODUCTS INC	R	6/18/2013		79.90CR	068348	185.35
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0413-295	EMPLOYEE RESOURCE CENTER INC	R	6/18/2013		322.50CR	068349	322.50
6740	ENCADRIA STAFFING SOLUTIONS LLC							
	I-1VC01000210526	ENCADRIA STAFFING SOLUTIONS LL	R	6/18/2013		669.89CR	068350	
	I-1VC01000210874	ENCADRIA STAFFING SOLUTIONS LL	R	6/18/2013		482.80CR	068350	1,152.69
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-11893	FIRE APPARATUS & EQUIPMENT INC	R	6/18/2013		238.32CR	068351	
	I-11899	FIRE APPARATUS & EQUIPMENT INC	R	6/18/2013		2,729.55CR	068351	2,967.87
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9746132-00	FIRST SUPPLY GREEN BAY LLC	R	6/18/2013		567.60CR	068352	
	I-9906677-00	FIRST SUPPLY GREEN BAY LLC	R	6/18/2013		98.11CR	068352	665.71
1891	GANNETT WI MEDIA							
	J-7224720	GANNETT WI MEDIA	R	6/18/2013		60.00CR	068353	60.00
0111	GAT SUPPLY INC							
	I-16567	GAT SUPPLY INC	R	6/18/2013		74.30CR	068354	
	I-16788	GAT SUPPLY INC	R	6/18/2013		17.95CR	068354	
	I-16789	GAT SUPPLY INC	R	6/18/2013		47.50CR	068354	139.75

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0116	GRAINGER INC							
	I-9138246633	GRAINGER INC	R	6/18/2013		4.88CR	068355	
	J-9146745733	GRAINGER INC	R	6/18/2013		14.72CR	068355	
	I-9149066721	GRAINGER INC	R	6/18/2013		26.48CR	068355	
	I-9153439170	GRAINGER INC	R	6/18/2013		24.75CR	068355	70.83
0124	GREEN BAY CITY TREASURER							
	I-84555	GREEN BAY CITY TREASURER	R	6/18/2013		50.00CR	068356	50.00
4902	HALRON LUBRICANTS INC							
	C-588739-00	HALRON LUBRICANTS INC	R	6/18/2013		40.00	068357	
	I-588432-00	HALRON LUBRICANTS INC	R	6/18/2013		1,162.69CR	068357	1,122.69
0446	HAWKINS INC							
	I-3471285 RI	HAWKINS INC	R	6/18/2013		4,015.04CR	068358	4,015.04
0135	HYDROCLEAN EQUIPMENT INC							
	I-630	HYDROCLEAN EQUIPMENT INC	R	6/18/2013		313.00CR	068359	313.00
1399	INDOFF INC							
	C-2287204	INDOFF INC	R	6/18/2013		87.99	068360	
	I-2283049	INDOFF INC	R	6/18/2013		59.50CR	068360	
	I-2284567	INDOFF INC	R	6/18/2013		389.47CR	068360	
	I-2284568	INDOFF INC	R	6/18/2013		37.69CR	068360	
	I-2285105	INDOFF INC	R	6/18/2013		1,085.92CR	068360	
	I-2289113	INDOFF INC	R	6/18/2013		144.22CR	068360	
	I-2289257	INDOFF INC	R	6/18/2013		149.19CR	068360	
	I-2290673	INDOFF INC	R	6/18/2013		28.87CR	068360	1,806.87
0567	INDUSTRIAL MARKETING CORP							
	J-38403	INDUSTRIAL MARKETING CORP	R	6/18/2013		68.22CR	068361	
	I-38439	INDUSTRIAL MARKETING CORP	R	6/18/2013		47.78CR	068361	116.00
1338	JAMES E KOCKEN TRUCKING							
	I-201306132286	JAMES E KOCKEN TRUCKING	R	6/18/2013		675.00CR	068362	675.00
1276	JX ENTERPRISES INC							
	I-D-231480051	JX ENTERPRISES INC	R	6/18/2013		214.33CR	068363	
	I-D-231490149	JX ENTERPRISES INC	R	6/18/2013		73.75CR	068363	
	I-D-231510027	JX ENTERPRISES INC	R	6/18/2013		156.55CR	068363	
	I-D-231540009	JX ENTERPRISES INC	R	6/18/2013		4.69CR	068363	449.32

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6513	K-CONSULT LLC I-606	K-CONSULT LLC	R	6/18/2013		726.14CR	068364	726.14
4584	KRUCZEK CONST INC I-13-01 (2)	KRUCZEK CONST INC	R	6/18/2013		154,874.04CR	068365	154,874.04
3140	KUNDINGER FLUID POWER INC I-50239102	KUNDINGER FLUID POWER INC	R	6/18/2013		646.57CR	068366	646.57
0153	LAFORCE INC I-757522 R1	LAFORCE INC	R	6/18/2013		133.85CR	068367	
	I-758230 R1	LAFORCE INC	R	6/18/2013		106.00CR	068367	239.85
6577	LAKELAND LAWCARE I-40354	LAKELAND LAWCARE	R	6/18/2013		875.00CR	068368	875.00
1	LANDERMAN, MARY I-201306132287	SEWING CLASS	R	6/18/2013		77.00CR	068369	77.00
1	LARDINOIS, ANITA I-201306132288	SEWING CLASS	R	6/18/2013		77.00CR	068370	77.00
0159	LEXIS NEXIS INC I-1305260882	LEXIS NEXIS INC	R	6/18/2013		213.88CR	068371	213.88
6198	MAILFINANCE I-44012820	MAILFINANCE	R	6/18/2013		89.00CR	068372	89.00
4498	MC MAHON ASSOC INC I-43798	MC MAHON ASSOC INC	R	6/18/2013		588.00CR	068373	588.00
1	MEINEL, ANDREW I-201306132289	POOL PURCHASE	R	6/18/2013		10.54CR	068374	10.54
0173	MENARDS INC I-20326	MENARDS INC	R	6/18/2013		39.12CR	068375	
	I-20963	MENARDS INC	R	6/18/2013		57.72CR	068375	
	I-21114	MENARDS INC	R	6/18/2013		28.87CR	068375	
	I-21210	MENARDS INC	R	6/18/2013		29.83CR	068375	
	I-83023	MENARDS INC	R	6/18/2013		125.76CR	068375	281.30
5891	MIDWEST ENGINEERING SERVICES INC I-6350022-1N	MIDWEST ENGINEERING SERVICES I	R	6/18/2013		2,099.90CR	068376	2,099.90

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
6778	MOTOR ONE LLC							
	I-04.17.2013	MOTOR ONE LLC	R	6/18/2013		745.00CR	068377	745.00
0531	NORTHEAST AUTO PARTS INC							
	I-279419	NORTHEAST AUTO PARTS INC	R	6/18/2013		14.38CR	068378	
	I-279519	NORTHEAST AUTO PARTS INC	R	6/18/2013		8.97CR	068378	
	I-279567	NORTHEAST AUTO PARTS INC	R	6/18/2013		29.99CR	068378	
	I-279569	NORTHEAST AUTO PARTS INC	R	6/18/2013		29.95CR	068378	83.29
5433	NORTHEAST WI TECH COLLEGE							
	I-201306132290	NORTHEAST WI TECH COLLEGE	R	6/18/2013		42.00CR	068379	42.00
6779	NOWINSKY, DEAN							
	I-201306132292	NOWINSKY, DEAN	R	6/18/2013		102.33CR	068380	102.33
3703	ORIENTAL TRADING CO INC							
	I-657405178-01	ORIENTAL TRADING CO INC	R	6/18/2013		372.28CR	068381	372.28
5344	PABICH, KEN							
	I-201306132293	PABICH, KEN	R	6/18/2013		244.65CR	068382	244.65
0499	PACK AND SHIP LLC							
	I-201306132294	PACK AND SHIP LLC	R	6/18/2013		15.04CR	068383	15.04
6600	PATTERSON MEDICAL SUPPLY INC							
	I-41671732	PATTERSON MEDICAL SUPPLY INC	R	6/18/2013		501.00CR	068384	501.00
6780	PENINSULA STONE INC.							
	I-459	PENINSULA STONE INC.	R	6/18/2013		1,980.00CR	068385	1,980.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-35795	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/18/2013		522.48CR	068386	
	I-35850	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/18/2013		71.50CR	068386	
	I-36053	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/18/2013		415.50CR	068386	1,009.48
0209	POOL WORKS INC							
	I-55687-1	POOL WORKS INC	R	6/18/2013		37.94CR	068387	
	J-56621-1	POOL WORKS INC	R	6/18/2013		95.92CR	068387	
	I-57599-1	POOL WORKS INC	R	6/18/2013		308.20CR	068387	442.06
1701	PRAXAIR DISTRIBUTION INC							
	I-46217950	PRAXAIR DISTRIBUTION INC	R	6/18/2013		45.31CR	068388	45.31

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6781	PRO PHOTO CENTER I-50860	PRO PHOTO CENTER	R	6/18/2013		100.17CR	068389	100.17
0218	PROMOTIONAL DESIGNS INC I-187440	PROMOTIONAL DESIGNS INC	R	6/18/2013		29.30CR	068390	29.30
5973	RAE-COR DISTRIBUTING INC I-47194	RAE-COR DISTRIBUTING INC	R	6/18/2013		230.80CR	068391	230.80
1887	RDJ SPECIALTIES INC I-58413	RDJ SPECIALTIES INC	R	6/18/2013		967.15CR	068392	967.15
3544	LUKE REIDI I-201306132295	LUKE REIDI	R	6/18/2013		46.90CR	068393	46.90
0227	REINDERS INC I-2625192-00	REINDERS INC	R	6/18/2013		42.18CR	068394	42.18
6764	RICOH AMERICAS CORP I-549621	RICOH AMERICAS CORP	R	6/18/2013		212.52CR	068395	212.52
1890	S I METALS AND SUPPLY C-US040913A I-143007	S I METALS AND SUPPLY S I METALS AND SUPPLY	R	6/18/2013		315.00 386.00CR	068396 068396	71.00
0235	SAINT VINCENT HOSPITAL I-35126	SAINT VINCENT HOSPITAL	R	6/18/2013		183.78CR	068397	183.78
0241	SCHOOL HOUSE I-589288	SCHOOL HOUSE	R	6/18/2013		82.84CR	068398	82.84
6141	SHARPER EDGE LANDSCAPING LLC I-29753 I-29754 I-29755 I-29756	SHARPER EDGE LANDSCAPING LLC SHARPER EDGE LANDSCAPING LLC SHARPER EDGE LANDSCAPING LLC SHARPER EDGE LANDSCAPING LLC	R	6/18/2013 6/18/2013 6/18/2013 6/18/2013		67.50CR 45.00CR 45.00CR 112.50CR	068399 068399 068399 068399	270.00
3234	SHERWIN WILLIAMS I-6854-2	SHERWIN WILLIAMS	R	6/18/2013		133.56CR	068400	133.56
0831	SOCIETY FOR HUMAN RESOURCE MANAGEMENT I-201306132296	SOCIETY FOR HUMAN RESOURCE MAN	R	6/18/2013		180.00CR	068401	180.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6611	SPLASH CUSTOM POOLS & SPAS INC I-208-F	SPLASH CUSTOM POOLS & SPAS INC	R	6/18/2013		5,995.00CR	068402	5,995.00
4094	STATE BAR OF WISCONSIN I-201306132297 I-485140	STATE BAR OF WISCONSIN STATE BAR OF WISCONSIN	R	6/18/2013 6/18/2013		80.10CR 61.34CR	068403 068403	141.44
0255	STELLFLUG LAW SC I-408-01M (206)	STELLFLUG LAW SC	R	6/16/2013		748.58CR	068404	748.58
0771	T G W INC OF WISCONSIN I-22465 I-22465	T G W INC OF WISCONSIN T G W INC OF WISCONSIN	R	6/18/2013 6/18/2013		145.50CR 317.50CR	068405 068405	463.00
0262	TEMPERATURE SYSTEMS INC I-2166707-00	TEMPERATURE SYSTEMS INC	R	6/18/2013		65.36CR	068406	65.36
6782	TRUCK COUNTRY - APPLETON I-X202257627:01	TRUCK COUNTRY - APPLETON	R	6/18/2013		102.74CR	068407	102.74
2722	UNDERWRITERS LABORATORIES INC I-7310151145888	UNDERWRITERS LABORATORIES INC	R	6/18/2013		925.00CR	068408	925.00
0272	UNIFORM SHOPPE INC I-221300 I-221497	UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R	6/18/2013 6/18/2013		68.90CR 158.85CR	068409 068409	227.75
1596	UNITED SIGN CORP I-32450 I-32459	UNITED SIGN CORP UNITED SIGN CORP	R	6/18/2013 6/18/2013		427.00CR 251.55CR	068410 068410	678.55
4696	US CELLULAR I-202075789-101	US CELLULAR	R	6/18/2013		103.24CR	068411	103.24
0857	USA BLUEBOOK I-970669	USA BLUEBOOK	R	6/18/2013		361.55CR	068412	361.55
6783	UTECH ENVIRONMENTAL MFG SUP INC. I-2060265-IN	UTECH ENVIRONMENTAL MFG SUP IN	R	6/18/2013		109.52CR	068413	109.52
0278	VIKING MACHINE & DESIGN INC I-13-05-109 I-13-05-115	VIKING MACHINE & DESIGN INC VIKING MACHINE & DESIGN INC	R	6/18/2013 6/18/2013		3,000.00CR 2,880.01CR	068414 068414	5,880.01

PACKET: 04024 JUN 2013 COUNCIL - 2 6-18-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6657	WHYTE HIRSCHBOECK S. C.							
	I-529147	WHYTE HIRSCHBOECK S. C.	R	6/18/2013		8,202.20CR	068415	8,202.20
6391	WI DEPT OF HEALTH SERVICES							
	I-201306132298	WI DEPT OF HEALTH SERVICES	R	6/18/2013		150.00CR	068416	
	I-201306132299	WI DEPT OF HEALTH SERVICES	R	6/18/2013		150.00CR	068416	
	I-201306132300	WI DEPT OF HEALTH SERVICES	R	6/18/2013		150.00CR	068416	
	I-201306132301	WI DEPT OF HEALTH SERVICES	R	6/18/2013		150.00CR	068416	600.00
0875	WI DEPT OF NATURAL RESOURCES							
	I-201306132302	WI DEPT OF NATURAL RESOURCES	R	6/18/2013		539.00CR	068417	
	I-201306132303	WI DEPT OF NATURAL RESOURCES	R	6/18/2013		3,000.00CR	068417	3,539.00
6418	WI DEPT OF NATURAL RESOURCES							
	I-WU34114	WI DEPT OF NATURAL RESOURCES	R	6/18/2013		125.00CR	068418	125.00
1210	WIL KIL PEST CONTROL							
	I-2246206	WIL KIL PEST CONTROL	R	6/18/2013		104.00CR	068419	104.00
1	WRISTBAND RESOURCES							
	I-C11332848	c11332848	R	6/18/2013		65.43CR	068420	65.43
6656	ZENITH TECH INC.							
	I-2012-2050.00 (6) F	ZENITH TECH INC.	R	6/18/2013		17,403.16CR	068421	17,403.16
1	ZIPPERER, PATRICIA							
	I-201306132304	SEWING CLAS	R	6/18/2013		77.00CR	068422	77.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	103	0.00	288,772.58	288,772.58
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	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:	103	0.00	288,772.58	288,772.58

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

6/14/2013 10:08 AM

A / P CHECK REGISTER

PAGE: 10

PACKET: 04024 JUN 2013 COUNCIL - 2 6-18-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	6/2013	55,636.26CR
201	6/2013	895.14CR
210	6/2013	1,980.00CR
235	6/2013	17,654.71CR
405	6/2013	199,201.21CR
601	6/2013	11,520.26CR
650	6/2013	1,885.00CR
ALL		286,772.56CR

CITY OF DE PERE - JUNE 18, 2013

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses for the 2012-2014 Licensing Period					
1	GEURTS, TYLER D.	1229 MARQUETTE AVE.	GREEN BAY	WI	54304
Operator Licenses for the 2012-2014 Licensing Period					
1	ALSUM, DESIRAE N.	1971 SWAN RD. #223	DE PERE	WI	54115
2	ARCAND, RENEE R.	201 GARFIELD ST.	GREEN BAY	WI	54303
3	BENTER, TABELHA L.	2327 UNIVERSITY AVE., #1	GREEN BAY	WI	54302
4	BRANDT, STEPHANIE M.	W1971 O'CONNOR CT.	FREEDOM	WI	54130
5	FINNINGAN, SAMANTHA N.	402 S. HURON RD.	GREEN BAY	WI	54311
6	KLENKE, PAUL T.	164 CAVIL WAY	DE PERE	WI	54115
7	KOZLOVSKY, JAMIELEE R.	4900 SPORTSMAN DR.	DE PERE	WI	54115
8	LAES, JULIA A.	516 BAIRD CREEK RD.	GREEN BAY	WI	54311
9	POTHAST, DIANE E.	901 3RD ST.	DE PERE	WI	54115
10	RAUSCHER, JEFFREY V.	621 LEWIS ST.	DE PERE	WI	54115
11	SCHMIDT, ALISON L.	426 COLLEGE AVE., APT. #22	DE PERE	WI	54115
12	VANDENWYMELENBERG, HANNAH R.	1876 PARTRIDGE RD.	DE PERE	WI	54115
13	ZEITLER, MATTHEW J.	2364 BLUESTONE PL.	GREEN BAY	WI	54311
14	ZELLNER, AMY L.	813 ELM ST.	DE PERE	WI	54115