



Common Council

335 South Broadway

Regular Meeting

De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Tuesday, June 17, 2014

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **June 17, 2014** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

THERE WILL BE A BRIEF SWEARING IN CEREMONY FOR DEAN RAASCH, NEWLY APPOINTED THIRD DISTRICT ALDERPERSON IMMEDIATELY PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING.

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the June 3, 2014 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the Board of Public Works to Award the bid for Project 14-07 Asphalt, Curb, and Sewer Repair to MCC, Inc. in the amount of \$725,187.27.
6. Recommendations from the License Committee on New Applications for Class "A" Fermented/ "Class A" Intoxicating Liquor License and Renewal Applications for Class "B" Fermented Malt Beverage/ "Class B" Intoxicating Liquor Licenses for the Licensing Period of July 1, 2014 to June 30, 2015.
7. Recommendation from the License Committee for a Temporary Premise Description Change for Chateau De Pere to include parking lot on property from 10:00 AM to 10:00 PM on July 19, 2014.
8. Ordinance #14-08, Amending §15-2, De Pere Municipal Code, Regarding Shoreland Zoning Regulations over Annexed Areas.
9. Resolution #14-65, Disallowance of Claim (Dean Krause).
10. Resolution #14-66, Authorizing a Sidewalk Cafe Permit for Bella Nova d/b/a Paintin' Pottery or Bead It.
11. Resolution #14-67, Authorizing Agreement for Consulting Services Between the City of De Pere and Mau & Associates, LLP (Sanitary Sewer Easement Descriptions).
12. Resolution #14-68, Authorizing Contract for Contractor Services Between the City of De Pere and Davies Water, a Division of Ferguson Waterworks (Hydrant Painting).
13. Resolution #14-69, Approving Compliance Maintenance Annual Report for Wastewater Collection System.
14. Resolution #14-70, Authorizing Donation Agreement Between the City of De Pere and the Greater Green Bay Figure Skating Club, Inc.
15. Resolution #14-71, Authorizing Software License and Services Agreement with Halogen Software, Inc.

16. Resolution #14-72, Amending City Employee Manual Regarding Compensation Policy.
17. Consider Community Service Grant Application.
18. Discussion to consider Functional Consolidation Project with Green Bay Metro Fire Department
19. 2013 Audit Report.
20. Voucher Approval.
21. Operator License Applications.
22. Future agenda items.
23. Adjournment.

Lawrence M. DeLo
City Administrator

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

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Dean Krause
Jeff Sonkowsky
Robert Green, De Pere Y-Mart
Constance Stiles, Manhatten Lanes
Chris Hanaway, Bonsai
Greg DeCleene, Sympatico
Steve Bieda, Mau & Associates
John Paalman, Ferguson Waterworks Services
Carolyn Caffrey Caffrey, Paintin' Pottery or Bead It
John P. Murphy, MCC, Inc.
Susan Darling, Green Bay Figure Skating Club

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

MEETING DATE: June 17, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the June 3, 2014 Common Council Meeting.

ATTACHMENTS:

- 6-03-2014 Common Council Meeting (PDF)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, June 3, 2014

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on June 3, 2014 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the May 20, 2014 Common Council Meeting.

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

4. Public comment upon matters not on the agenda or other announcements. Mayor Walsh thanked the Celebrate De Pere Committee for having a successful weekend and congratulated them on a job well done.

5. Recommendation from the Board of Park Commissioners to accept Tree Donation from the GB Packers, WDNR, GB Packaging, SCA, WPS & US Forest Service.

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

6. Recommendation from the Board of Park Commissioners to accept \$500 donation from De Pere Christian Outreach Corp to Recreation Scholarship Fund.

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

7. Recommendation from Board of Park Commissioners not to take action in allowing deer hunting within the City Limits on public property.
 Discussion ensued as to what action residents can take to help eradicate deer in the City.

Attachment: 6-03-2014 Common Council Meeting (2269 : Approval of the Minutes of the June 3, 2014 Common Council Meeting.)

Parks Director Marty Kosobucki explained that Act 71 allows people to discharge a bow in areas meeting criteria during hunting season.

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

8. Recommendation from the Board of Park Commissioners to accept donation from WPS toward the purchase of the Zamboni.
Parks Director Marty Kosobucki estimated the final cost of the Zamboni to be around \$85,000 with three donations totaling \$46,000.

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

9. Recommendation from the Board of Park Commissioners to accept donation from De Pere Youth Hockey for the Zamboni.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Rafferty
EXCUSED:	Larry Lueck

10. Recommendation from the Plan Commission to approve the extra-territorial CSM for a single lot in the Town of Ledgeview. Applicant: Mau and Associates. (Added item)

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

11. Resolution #14-62, Authorizing Offer to Purchase Property Located at Rear Cross Creek Circle for Park Purposes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Rafferty
EXCUSED:	Larry Lueck

12. Resolution #14-63, Authorizing Support of E-Cigarette Regulation.
Health Director Chrystal Woller discussed the resolution with the Council.

RESULT: ADOPTED [5 TO 1]
MOVER: Michael Donovan, Alderperson
SECONDER: Jim Kneiszel, Alderperson
AYES: Boyd, Crevier, Donovan, Kneiszel, Rafferty
NAYS: Kevin Bauer
EXCUSED: Larry Lueck

13. Resolution #14-64, Authorizing Submission of Grant Request for Wisconsin Assessment Monies (Brownfield Assessment Grant).

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

14. Appointment of Third District Alderperson to fill vacancy.
 Mayor Walsh explained that he and Alderperson Crevier of the Third District interviewed three candidates for the position and that Dean Raasch was selected.

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

15. Appointments to various boards and commissions by Mayor Walsh.
 The Mayor made the following appointments:

Board of Appeals: James Stadler and Roger Galler

Redevelopment Authority: Julie Van Straten

Board of Health: Dennis Hibray

Historic Preservation Commission: Sue Sands

The newly appointed Dean Raasch will be on the License Committee and the Board of Public Works.

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

16. Election by Common Council.

A. Alderperson members of the Plan Commission.

Alderperson Boyd nominated Alderperson Lueck to the Plan Commission and Alderperson Bauer nominated Alderperson Boyd to the Plan Commission. Alderperson Donovan seconded both nominations and moved that the nominations for Plan Commission be closed. Upon vote, motion carried unanimously.

B. President of the Common Council.

Alderson Bauer moved, seconded by Alderson Rafferty to nominate Alderson Donovan as President of the Council. Upon vote, motion carried unanimously.

17. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderson
SECONDER:	Michael Donovan, Alderson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Rafferty
EXCUSED:	Larry Lueck

18. Operator License Applications. (next page)

CITY OF DE PERE - June 3, 2014					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	GOLDSCHMIDT, CASSANDRA M.	134 S. WASHINGTON ST.	DE PERE	WI	54115
2	REINHARD, AARON R.	1280 CROWN COURT, APT. 2	DE PERE	WI	54115
3	ROBINSON, SUSAN L.	821 1/2 S. BROADWAY ST.	GREEN BAY	WI	54304
4	WENDTLAND, ADAM J.	153 EAST RIVER DR.	DE PERE	WI	54115
Temporary Operator License Applications					
1	GRASEE, JAMES T.	4086 THREE PENNY COURT	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	BARAJAS FANAS, AMBER A.	4082 STELLA COURT, #54	HOBART	WI	54155
2	DEPNER, TRACY JO	114 N. CHESTNUT #1	GREEN BAY	WI	54303
3	DOROW, MACKENZIE R.	1920 TERRY LANE	DE PERE	WI	54115
4	HUSSIN, MITCHELL V.	1764 BRIARWOOD COURT	DE PERE	WI	54115
5	HUTCHINSON, HOPE R.	2262 CRARY STREET	GREEN BAY	WI	54304
6	LEHMBECK, ZOEY D.	1312 S. IRWIN AVENUE	GREEN BAY	WI	54301
7	PETERS, ERICA L.	1253 SUBURBAN DRIVE	DE PERE	WI	54115
8	POCIOPA, ALEX M.	2434 SHADY OAK DRIVE	GREEN BAY	WI	54304
Renewal Operator License Applications for the 2014-2016 Licensing Period					
1	BERKEN, BEVERLY J.	2416 SKYLINE OAKS	DE PERE	WI	54115
2	BOS, RENEE M.	2067 BRIDGE PORT COURT #11	DE PERE	WI	54115
3	BOS, TINA G.	806 WILLIAM CHARLES CT., APT. 1	GREEN BAY	WI	54304
4	BREY, JAMES P.	612 BUTLER STREET	DE PERE	WI	54115
5	BROWN, JEREMIAH D.	1111 VELD AVENUE #7	GREEN BAY	WI	54303
6	BRUINOOGUE, LAURIE L.	212 BELLEVUE STREET	GREEN BAY	WI	54302
7	CONARD, KATRINA L.	N7634 BODART COURT	SEYMOUR	WI	54165
8	COUILLARD, THERESA L.	315 FOURTEENTH AVENUE	GREEN BAY	WI	54303
9	DAMRO, DEBRA M.	848 LANGLADE AVENUE	GREEN BAY	WI	54304
10	FLAUGER, IAN J.	1343 CAMELOT COURT	ONEIDA	WI	54155
11	GERBERS, JOAN E.	313 HIGH STREET	DE PERE	WI	54115
12	HESSSEL, CAROL K.	2264 NINTH STREET	GREEN BAY	WI	54304
13	HOULE, JENNIFER L.	701 OAK STREET	DE PERE	WI	54115
14	JANUS, KAYLA M.	991 ALDRIN STREET	DE PERE	WI	54115
15	KETTNER, BRUCE T.	1754 O'HEARN LANE	DE PERE	WI	54115
16	KIELBICKI, DEBRA M.	W10404 ISLAND LAKE LANE	GRESHAM	WI	54128
17	KISSNER, MEAGAN V.	426 S. WEBSTER AVENUE, APT. 3	GREEN BAY	WI	54301
18	LAES, JULIA A.	516 BAIRD CREEK ROAD, #18	GREEN BAY	WI	54311
19	LAMBERT, BOBBIE M.	1334 SCHEURING ROAD, APT. 2	DE PERE	WI	54115
20	LANE, TRAVIS S.	850 LIEBMAN COURT, #7	GREEN BAY	WI	54302
21	LISON, TONY W.	1247 LAWE STREET	GREEN BAY	WI	54301
22	LORET, KAYLA J.	2994 SANDIA DRIVE	GREEN BAY	WI	54313
23	LUISIER, LORRAINE M.	506 FOURTEENTH AVENUE	GREEN BAY	WI	54303
24	MALONEY, SHANDA M.	1991 SWAN ROAD, #912	DE PERE	WI	54115
25	MARTINEZ, ZETA M.	801 NEVILLE AVENUE	GREEN BAY	WI	54303
26	MCNITT, BARBARA J.	1242 PERSHING ROAD, #70	DE PERE	WI	54115
27	MILLER, LORRAINE E.	2106 CRARY STREET	GREEN BAY	WI	54304
28	MLEZIVA, LISA M.	2941 THUNDERBYRD TRAIL	GREEN BAY	WI	54313
29	MUELLER, DOUG L.	315 HARVARD STREET	GREEN BAY	WI	54303
30	NICKLAS, PEGGY S.	3182 WISCONSIN STREET	DE PERE	WI	54115
31	PAUDEL, DHARANI	5109 N. APPLEBEND	APPLETON	WI	54913
32	POLEY, MICHAEL A.	220 FORT HOWARD AVENUE	DE PERE	WI	54115
33	PROPER, STACIE E.	2106 VERLIN ROAD, #4	GREEN BAY	WI	54311
34	RAASCH, LILA K.	2686 TROJAN DRIVE, #E12	GREEN BAY	WI	54304
35	ROBINSON, CLAUDE J.	1437 S. CHESTNUT AVENUE	GREEN BAY	WI	54304
36	SCHMIDT, ALISON L.	407 MAIN AVENUE, #1	DE PERE	WI	54115
37	SECRET, ROBERT W.	1026 S. ERIE STREET, APT. 7	DE PERE	WI	54115
38	SLEIK, LISA K.	1107 S. SEVENTH STREET	DE PERE	WI	54115
39	STROOBANTS, JULIE A.	1326 CHICAGO STREET	DE PERE	WI	54115
40	TORRES, CRYSTAL M.	1947 MINTEN WAY	DE PERE	WI	54115
41	VANDEHEI, AMY JO	601 GREENBELL STREET	GREEN BAY	WI	54301
42	VANDEKREEKE, KEN	1118 SCHAUER LANE	GREEN BAY	WI	54304
43	WOOD, WAYNE A.	2283 LAWRENCE DRIVE	DE PERE	WI	54115
44	WORACHEK, ELIZABETH A.	387 VANDEHEI ROAD	GREEN BAY	WI	54301

Alderpersion Bauer moved, seconded by Alderpersion Kneiszel to approve Previously Tabled Operator License Applications #1 and 2 and to table Previously Tabled Operator License Applications #3 and 4. Upon vote, motion carried unanimously.

Alderpersion Bauer moved, seconded by Alderpersion Kneiszel to approve Temporary Operator License Application #1. Upon vote, motion carried unanimously.

Alderpersion Bauer moved, seconded by Alderpersion Kneiszel to approve New Operator License Applications #1-5 and 7 and to table New Operator License Applications #6 and

8. Upon vote, motion carried unanimously.
- Aldersperson Bauer moved, seconded by Aldersperson Kneiszel to approve Renewal Operator License Applications #1-44. Upon vote, motion carried unanimously.
19. Future agenda items.
- Aldersperson Donovan asked that traffic complaints about trucks using Lawrence Drive be addressed. City Administrator Larry Delo stated that the request will go through the Traffic and Parking Team.
20. Adjournment. Aldersperson Bauer moved, seconded by Aldersperson Crevier to adjourn the Common Council Meeting at 7:50 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk - Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 17, 2014

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Recommendation from the Board of Public Works to Award the bid for Project 14-07 Asphalt, Curb, and Sewer Repair to MCC, Inc. in the amount of \$725,187.27.

Update: The Board of Public Works recommends awarding the bid for Project 14-07 Asphalt, Curb, and Sewer Repair to MCC, Inc. in the amount of \$725,187.27.

The Engineering Department received bids for Project 14-07 Asphalt, Curb, and Sewer Repair on May 29th. This work includes: spot storm sewer repairs, inlet repair and replacement, manhole adjustment and repair, new curb & gutter, 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
MCC, Inc.	\$725,187.27
Northeast Asphalt, Inc.	\$728,325.00

The budgeted amount from the capital improvement budget is \$816,000. Funding will be \$570,000 from the street management account, \$66,000 from the storm water utility fund \$40,000 from the water repair account, \$20,000 from the sewer management account, \$60,000 for street extensions on Roth Road and Tullig Place, and \$60,000 from the Park Department.

The staff recommendation is to award the bid to MCC, Inc. in the amount of \$725,187.27.

ATTACHMENTS:

- 14-07 Bid Tab(PDF)

PROJECT 14-07 ASPHALT, SEWER, & CURB REPAIR

5.a

				BIDDER NO. 1		BIDDER NO. 2	
				MCC, Inc.		Northeast Asphalt, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER							
SS-01	Reconnect to Manhole and Existing Pipe	EA	6	\$405.90	\$2,435.40	\$400.00	\$2,400.00
SS-02	Remove and Replace 4' Diameter Sanitary Manhole	VF	35	\$487.08	\$17,047.80	\$480.00	\$16,800.00
STORM SEWER							
ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	275	\$50.74	\$13,953.50	\$50.00	\$13,750.00
ST-02	Remove and Replace Type B Inlet	EA	6	\$1,826.56	\$10,959.36	\$1,800.00	\$10,800.00
ST-03	Install 4' Diameter Storm Manhole	VF	5	\$405.90	\$2,029.50	\$400.00	\$2,000.00
ST-04	Storm Sewer Dig Down	EA	1	\$507.38	\$507.38	\$500.00	\$500.00
WATER MAIN							
W-01	Provide 6" PVC Water Main	LF	10	\$91.33	\$913.30	\$90.00	\$900.00
W-02	Provide Hydrant (6.5 Bury)	EA	1	\$3,399.43	\$3,399.43	\$3,350.00	\$3,350.00
W-03	Abandon Hydrant and Hydrant Lead	EA	1	\$1,197.41	\$1,197.41	\$1,180.00	\$1,180.00
W-04	Provide Connection to Existing Water Main 6"x6" Tapping Tee/Cut-In Tee	EA	1	\$3,551.64	\$3,551.64	\$3,500.00	\$3,500.00
STREET AND DRAINAGE CONSTRUCTION							
SD-01	ITEM DELETED	LF	0				
SD-02	Install New 24-inch Concrete Curb and Gutter (Slip Form)	LF	2,150	\$10.82	\$23,263.00	\$10.66	\$22,919.00
SD-03	Remove and Replace Curb & Gutter	LF	4,100	\$27.91	\$114,431.00	\$27.50	\$112,750.00
SD-04	Provide Reinforcement for Curb and Gutter 2-#4 Bars	LF	1,000	\$0.81	\$810.00	\$0.80	\$800.00
SD-05	Remove and Replace 8-Inch Doweled Concrete Pavement and Base	SY	7	\$76.11	\$532.77	\$75.00	\$525.00
SD-06	Remove 8-Inch Doweled Concrete Pavement	SY	25	\$15.22	\$380.50	\$15.00	\$375.00
SD-07	Remove and Replace Concrete Sidewalk or Driveway 6-Inch	SY	100	\$46.68	\$4,668.00	\$46.00	\$4,600.00
SD-08	Remove and Replace Concrete Sidewalk 4-Inch	SY	160	\$44.65	\$7,144.00	\$44.00	\$7,040.00
SD-09	Milling Asphaltic Concrete Pavement	SY	41,990	\$2.22	\$93,217.80	\$1.20	\$50,388.00
SD-10	Asphaltic Concrete Pavement Type E-1 (PG64-22) Overlay or Upper Layer	TON	6,430	\$50.90	\$327,287.00	\$55.40	\$356,222.00
SD-11	Asphaltic Concrete Pavement Type E0.3 or E-1 (PG64-22) Lower Layer	TON	530	\$58.20	\$30,846.00	\$54.10	

Attachment: 14-07 Bid Tab (2287 : Recommendation from the BOPW to Award Project 14-07 Asphalt,

				BIDDER NO. 1		BIDDER NO. 2		5.a
				MCC, Inc.		Northeast Asphalt, Inc.		
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	
SD-12	Large Asphalt Patch Type E-1, (PG64-22)	SY	845	\$14.56	\$12,303.20	\$31.00	\$26,195.00	
SD-13	Small Asphalt Patch Type E-1, (PG64-22)	SY	400	\$19.06	\$7,624.00	\$41.00	\$16,400.00	
SD-14	3/4-inch Crushed Aggregate Base Course	TON	60	\$10.15	\$609.00	\$45.00	\$2,700.00	
SD-15	Detectable Warning Fields Yellow	EA	10	\$233.39	\$2,333.90	\$230.00	\$2,300.00	
SD-16	Curb & Gutter Mud-Jacking	LF	580	\$9.80	\$5,684.00	\$4.35	\$2,523.00	
SPECIAL CONSTRUCTION								
SP-01	Adjust Inlet	EACH	19	\$451.57	\$8,579.83	\$500.00	\$9,500.00	
SP-02	Adjust Manhole	EACH	35	\$395.75	\$13,851.25	\$345.00	\$12,075.00	
SP-03	Reconstruct Inlet	VF	30	\$304.43	\$9,132.90	\$300.00	\$9,000.00	
SP-04	Reconstruct Manhole	VF	16	\$405.90	\$6,494.40	\$510.00	\$8,160.00	
	TOTAL AMOUNT BID				\$725,187.27		\$728,325.00	

Attachment: 14-07 Bid Tab (2287 : Recommendation from the BOPW to Award Project 14-07 Asphalt,

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: June 17, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Recommendations from the License Committee on New Applications for Class "A" Fermented/ "Class A" Intoxicating Liquor License and Renewal Applications for Class "B" Fermented Malt Beverage/ "Class B" Intoxicating Liquor Licenses for the Licensing Period of July 1, 2014 to June 30, 2015.

ATTACHMENTS:

- Renewals (PDF)

Publish June 9, June 10, June 11, 2014

LIQUOR LICENSES
2014 – 2015

NOTICE IS HEREBY GIVEN THAT THE FOLLOWING LIST OF APPLICATIONS TO DEAL IN INTOXICATING LIQUOR AND/OR FERMENTED MALT BEVERAGES HAVE BEEN FILED WITH THE OFFICE OF THE CITY CLERK-TREASURER OF THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN:

CLASS "A" BEER & "CLASS A" LIQUOR

- 1) De Pere Y-Mart LLC, 1017 Fourth St., submitted by Robert Green, Agent: Robert R. Green, 2037 Green Acres Ct., De Pere, WI 54115.

CLASS "B" BEER & "CLASS B" LIQUOR

- 1) Manhattan Lanes, 1120 S. Broadway St., submitted by Manhattan Lanes LLC, Agent: Constance M. Stiles, 1024 Cardinal Ln., Green Bay, WI 54313.
- 2) Bonsai, 116 S. Broadway St., submitted by Packersushi LLC, Agent: Chris Hanaway, 1629 Ponderosa Ave., Green Bay, WI 54313.
- 3) Sympatico, 617 Birch St., submitted by Quincy's Restaurant LLC, Agent: Greg De Cleene, 236 Crestview Ln., De Pere, WI 54115

June 9, June 10 and June 11, 2014

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 7-1-2014 20 2014
ending 6-30 20 15TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Bremer Aldermanic Dist. No. _____ (if required by ordinance)

1. The named
- ☐
- INDIVIDUAL
- ☐
- PARTNERSHIP
- ☒
- LIMITED LIABILITY COMPANY
-
- ☐
- CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- De Pere Y-Mont LLC
-
- Robert Ronald Green 2032 Green Avenue St De Pere WI 54115
-
- An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Robert Ronald Green</u>	<u>2032 Green Avenue St</u>	<u>De Pere WI 54115</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Robert R. Green</u>		
Directors/Managers			

3. Trade Name
- De Pere Y-Mont
- Business Phone Number
- 920.336.6266
-
4. Address of Premises
- 1417 4th St De Pere
- Post Office & Zip Code
- 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☒ Yes ☐ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
- C-Store / Gas station

10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?
- ☒
- Yes
- ☐
- No
-
- (b) If yes, under what name was license issued?
- De Pere Y-Mont

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]
- ☒
- Yes
- ☐
- No

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]
- ☒
- Yes
- ☐
- No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?
- ☒
- Yes
- ☐
- No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE MEthis 2nd day of June, 20 14[Signature]
(Clerk/Notary Public)My commission expires 8-3-14[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-14 ending: 6-30-15
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } DEPERE
☒ City of }County of BROWN Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company MANHATTAN LANES LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) _____

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>CONSTANCE M. STILES</u>	<u>1024 CARDINAL LN.</u>	<u>GREEN BAY, WI. 54308</u>
Vice President/Member	<u>DAVID L. JOHNSON</u>	<u>1024 CARDINAL LN.</u>	<u>GREEN BAY, WI. 54313</u>
Secretary/Member	_____	_____	_____
Treasurer/Member	_____	_____	_____
Agent	<u>CONSTANCE M. STILES</u>	_____	_____
Directors/Managers	_____	_____	_____

C. 1. Trade Name MANHATTAN LANESBusiness Phone Number 920-336-80662. Address of Premises 1120 S. BROADWAYPost Office & Zip Code DEPERE, WI. 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) BOWLING / BAR / JAILIEY

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 21 day of May, 20 14[Signature]
(Clerk/Notary Public)My commission expires May 31, 2015

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-21-14</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

456-1025308465-03

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-2014 ending: 6-30-2015
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of }County of Brown Aldermanic Dist. No. 2 (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name)

Home Address

Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company PACKERSushi, LLC
Address of Corporation/Limited Liability Company (if different from licensed premises) 116 S. Broadway
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Christopher John Hawaway</u>	<u>11629 Ponderosa Ave</u>	<u>Green Bay 54313</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Chas Hawaway</u>		
Directors/Managers			

C. 1. Trade Name Bonsai Business Phone Number 920-339-88622. Address of Premises 116 S. Broadway Post Office & Zip Code De Pere 541153. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☐ Yes ☐ No4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 116 S. Broadway, Dining Room, Bar, Lounge, Locked closet

5. Legal description (omit if street address is given above):

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted** of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ Nob. Are **charges** for any offenses presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Extension Filed ☐ Yes ☒ No9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] ☒ Yes ☐ No10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE MEthis 21st day of May, 20 14Carey E. Danner
(Clerk/Notary Public)My commission expires 8-4-17[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

NOTE: CHANGE OF AGENT

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/1/14 ending: 6/30/15
(MM DD YYYY) (MM DD YYYY)TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of De PereCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)CHECK ONE ☐ Individual ☐ Partnership ☒ Limited Liability Company
☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number: <u>456-00033467</u>	
Federal Employer Identification Number (FEIN): <u>26-0659139</u>	
LICENSE REQUESTED	
TYPE	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
Publication fee	\$ <u>11/c</u>
TOTAL FEE	\$

Complete A or B. All must complete C.

- A. Individual or Partnership:
Full Name(s) (Last, First and Middle Name) _____ Home Address _____ Post Office & Zip Code _____
- B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Quincy's Restaurant LLC
Address of Corporation/Limited Liability Company (if different from licensed premises) _____
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Greg De Cleene</u>	<u>836 Crestview Ln. De Pere</u>	<u>54115</u>
Vice President/Member	<u>Ann De Cleene</u>	<u>836 Crestview Ln De Pere</u>	<u>54115</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Greg De Cleene</u>	<u>836 Crestview Ln. De Pere</u>	<u>54115</u>
Directors/Managers			
- C. 1. Trade Name Sympathico Business Phone Number _____
2. Address of Premises 617 Birch Street Post Office & Zip Code De Pere 54115
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st Floor bars - Banquet Fenced Garden - basement, black top parking lot
5. Legal description (omit if street address is given above): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side ☐ Yes ☒ No
b. Are **charges for any offenses** presently **pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side ☐ Yes ☒ No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. ☐ Yes ☒ No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. ☒ Yes ☐ No
9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] ☒ Yes ☐ No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.

SUBSCRIBED AND SWORN TO BEFORE ME

this 3rd day of June 2014
Kellie Berens (Clerk/Notary Public)
Greg De Cleene (Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
Ann De Cleene (Officer of Corporation/Member/Manager of Limited Liability Company /Partner)
 My commission expires 12/31/2014 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of De Pere County of Brown

The undersigned duly authorized officer(s)/members/managers of Quince LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Sympatico
(trade name)
located at 6012 Birch Street De Pere WI 54115

appoints Greg DeLeere
(name of appointed agent)
236 Crestview Lane De Pere WI 54115
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

JPG Inc.

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 26 years

Place of residence last year same

For: Quince LLC
(name of corporation/organization/limited liability company)

By: Greg DeLeere
(signature of Officer/Member/Manager)

And: Greg DeLeere
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Greg DeLeere
(print/type agent's name), hereby accept this appointment as agent for the

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Greg DeLeere 6-3-14 Agent's age 50
(signature of agent) (date)

236 Crestview Lane De Pere WI 54115 Date of birth 2-21-64
(home address of agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 6/5/14 by Kevin Soudewitch Title Police Chief
(date) (signature of proper local official) (town chair, village president, police chief)

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: June 17, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Recommendation from the License Committee for a Temporary
Premise Description Change for Chateau De Pere to include parking
lot on property from 10:00 AM to 10:00 PM on July 19, 2014.

ATTACHMENTS:

- Chateau De Pere (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 19 20 14 ; 10AM
ending July 19 20 14 10PMTO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City of

County of _____ Aldermanic Dist. No. _____ (if required by ordinance)

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY
☒ CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Harp & Eagle, Limited

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>President Rip O'Dunne</u>	<u>150 Coit Ct Green Bay</u>	<u>54302</u>
Vice President/Member			
Secretary/Member	<u>Dennis Radtke</u>	<u>1203 North Ave Sheboygan</u>	<u>53083</u>
Treasurer/Member			
Agent	<u>Maria Hackbarth</u>	<u>1203 North Ave Sheboygan</u>	<u>53083</u>
Directors/Managers	<u>Maria Hackbarth</u>	<u>1203 North Ave Sheboygan</u>	<u>53083</u>

3. Trade Name Chateau De Pere Business Phone Number (920) 347-0007
4. Address of Premises 201 James St Post Office & Zip Code De Pere 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.) location in Green Bay (St. Brendan's Inn)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Parking lot on property, hotel, bar & restaurant
10. Legal description (omit if street address is given above): 10:00 am - 10:00 pm.

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 4th day of June, 20 14

[Signature]
(Clerk/Notary Public)

My commission expires May 31, 2015

Maria Hackbarth
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 17, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Ordinance #14-08, Amending §15-2, De Pere Municipal Code,
Regarding Shoreland Zoning Regulations over Annexed Areas.

The Plan Commission recommended approval of the changes to the ordinance with no additional changes.

ATTACHMENTS:

- Ord14-08 (DOCX)
- Mayor & PC-shoreland zoning 5-14-148-004-14 (DOCX)

ORDINANCE #14-08

AMENDING §15-2, DE PERE MUNICIPAL CODE REGARDING
SHORELAND ZONING REGULATIONS OVER ANNEXED AREAS

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

Section 1: §15-2(g), *Annexed areas*, is hereby repealed and recreated to read:

(g) *Annexed areas*. All shoreland annexed by the City of De Pere after May 7, 1982 is subject to the regulations of this chapter.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of
June, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Plan Commission

From: Judith Schmidt-Lehman, City Attorney

RE: 2013 Wisconsin Act 80; Changing Shoreland Zoning Jurisdiction Over
Annexed Land

Date: May 19, 2014

As you may be aware, the State Legislature enacted 2013 Wisconsin Act 80 (Act 80) in December 2013, which changes shoreland zoning jurisdiction of annexed land. Before Act 80, any shoreland annexed into cities or villages after May 7, 1982 remained subject to county shoreland ordinances. Act 80 changes this and subjects property annexed after May 7, 1982 to City shoreland ordinances. It also requires municipalities to enact shoreland zoning ordinances that apply to these shoreland areas. The deadline for complying with Act 80 is July 1, 2014.

The City of De Pere currently has a shoreland zoning ordinance; Chapter 15 of the Municipal Code entitled Shoreland – Wetland Zoning Ordinance. This ordinance was adopted in 2009 under the authority of Wis. Stats. §62.231. The current ordinance has language in it that annexed shoreland areas remain subject to county shoreland zoning regulations. Therefore, this ordinance must be amended to now provide that shoreland areas annexed after May 7, 1982 are subject to the provisions of Chapter 15. The attached draft ordinance will accomplish this requirement.

If you have any questions prior to the May 29, 2014 Plan Commission meeting, please feel free to call me at 339-4042.

JSL:jld

Attachment

H:\jdupont\Memos\2014\Mayor & PC-shoreland zoning 5-14-148-003-14.docx

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

MEETING DATE: June 17, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #14-65, Disallowance of Claim (Dean Krause).

ATTACHMENTS:

- Reso14-65 (DOCX)
- Krause Claim (PDF)

RESOLUTION #14-65

DISALLOWANCE OF CLAIM
(Dean Krause)

WHEREAS, a Notice of Claim and Claim was filed by Dean Krause (“Claimant”), 616 N. Wisconsin Street, De Pere, WI 54115, with the City on April 26, 2014; and

WHEREAS such Notice and Claim alleges that on or about April 14, 2014, the Claimant sustained damages when water from an unknown source entered his basement; and

WHEREAS, the cost to replace the water heater and cover service work is \$829.29.; and

WHEREAS, the City water main located across the street from 616 N. Wisconsin Street did sustain a small and unanticipated leak around April 14, 2014; when City crews arrived to repair the same however, there was no evidence that water from the leak had traveled across the street to Claimant’s property; and

WHEREAS, the small break in the water line was an occurrence which the City has no ability to control or prevent and of which the City had no prior knowledge was going to occur; and

WHEREAS, this matter has been reviewed by the City’s liability insurance carrier which has determined that there is no evidence that the water main break was the cause of water in Claimant’s basement and further, there is no evidence the City knew or should have known the City’s water main at this location would break and was therefore not negligent in the operation and maintenance of its water main and further, the City was not negligent or legally responsible for damages caused by the water main break on or about April 14, 2014.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The claim submitted by Dean Krause be, and the same is hereby denied, and that no action on this claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the claimant, Dean Krause, as a Notice of Disallowance.

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 17th day of June, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso14-65 (2298 : Resolution #14-65, Disallowance of Claim)

BI AL MIDWEST
WAUSAU BUSINESS INSURANCE COMPANY
PO BOX 7214
LONDON KY 40742-7214



Telephone: (800) 537-2350
Fax: (888) 325-8127

May 13, 2014

Dean Krause
616 N. Wisconsin Street
De Pere WI 54115

Claimant: Dean Krause
Claim Number: P 346-051509-01
Customer: City Of DE Pere
Date of Loss: 04/14/2014

Dear Dean Krause:

After consideration of your claim, I have concluded that our insured is not responsible for this accident. We are denying your claim based on our investigation.

Unless there are additional facts that you would like to submit for my further review, I am closing my file.

I understand you will be disappointed by this decision. However, our obligation as an insurer is to pay only those claims for which our insured(s) are legally responsible.

Please feel free to contact me if you have any questions. You can reach me at extension 35591.

Sincerely,

MICHAEL MAGNARINI
CLAIMS SPECIALIST I

April 26, 2014

City Administrator
City of De Pere
335 S. Broadway St.
De Pere, Wi. 54115

Re: Water damage

Dear Administrator:

On April 14th, I noticed a small amount of water @ the West curb in front of our residence. As weather was mild I didn't think much about it. During that day it appeared the temperature in our home was dropping slightly. When I returned to our residence from work, I went to the basement and found 8" of clear, cold water. The furnace was out and the water heater.

To assist us in getting the water out, we called Twirl Sewer Service. They came the morning of the 15th.

The next morning, the Water Department was in front of our residence, now the water was flowing over the West curb. The Water Department Crew commenced to locate the waterline and the location of the burst line. The area of concern was in front of our residence, East side of the street.

The Water Department Crew commenced to repair. I have to say the men were congenial, helpful, and went right to work. I was surprised when I got back to our residence, the repair was done, yard clean, and they were gone.

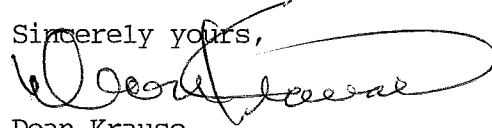
The clear, cold water in our basement, I firmly believe was directly related to the burst waterline in the street.

We have incurred the following costs, \$829.29.

Please forward to your Insurance Carrier.

Thank you.

Sincerely yours,



Dean Krause
616 N. Wisconsin St.
De Pere

Enc.

TELEPHONE:
(920) 336-0315
FAX (920) 336-6733
(800) 924-3498

P.O. BOX 385 DE PERE WI 54115-0385

A FINANCE CHARGE OF 1 1/2% PER MONTH (EQUIVALENT TO 18% PER ANNUM) WILL BE APPLIED TO ALL UNPAID BALANCES 30 DAYS FROM DATE OF INVOICE.

DATE	4-14
SOLD TO	DEAN KROUSE
DELIVER TO	
ADDRESS	606 N. WISCONSIN
ADDRESS	
CITY	
CITY	

[illegible]

NO MERCHANDISE WILL BE ACCEPTED FOR CREDIT AFTER 30 DAYS.

RECEIVED BY

DRIVER

INVOICE No.

ORIGINAL — INVOICE**CANARY — DELIVERY RECEIPT**

PINK — OFFICE COPY



**More saving.
More doing.SM**

810 SOUTH TAYLOR STREET
GREEN BAY, WI 54303 (920)405-0893

4920 00016 86583 04/21/14 03:02 AM
CASHIER MARY - MBK018

-----20% off GE Water Heaters-----
020352509501 WTR HEATER <A> 319.00
40GAL/36K BTU GAS TALL FVIR 6YR W/H
NLP Savings \$18.00
MAX REFUND VALUE \$255.20
20% off GE Water Heaters -63.80

#7035
SUBTOTAL 255.20
SALES TAX 14.04
TOTAL \$269.24
CHECK 269.24

XXXXXX4897

AUTH CODE 001074

TA

NEW LOWER PRICE (NLP)SAVINGS \$18.00



4920 16 86583 04/21/2014 8999

RETURN POLICY DEFINITIONS

POLICY ID DAYS POLICY EXPIRES ON
A 1 90 07/20/2014
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

When you provide a check as payment,
you authorize us to use the information
from your check to process a one-time
Electronic Funds Transfer (EFT) or
draft drawn from your account, or
process the payment as a check
transaction. You also authorize us to
process credit adjustments, if
applicable. If your payment is

SEWER SERVICE CO.

1833 SAL ST.
GREEN BAY, WI 54302-2113

NO 13174

Phone: _____

Name Ruth A. Krause Date 4/15/14

Address 10160 N. Wisconsin St

City De Pere State WI Zip 54115

Service At _____

City _____

Twirl is not responsible for damage to the premises caused by the removal of the clean-out or drain cover or cap which is removed in the process of servicing the lines. Replacement shall be made at an additional charge for the replacement cover or cap and the labor for its installation. If the customer refuses to authorize such replacement, Twirl shall not be responsible for damage thereafter resulting from sewer gas, back-ups or leakage through such cover, cap or opening due to rain and/or other causes.

Twirl shall not be responsible for the cleaning of or damage to leaky or defective traps, improper or faulty plumbing, rusted or defective pipes, corrosion or unusual restrictions due to mineral or hard water buildup, cleaning chemicals, such as lye, lines which are settled, broken, deteriorated or damaged. If during the cleaning process, fixtures are damaged or broken or defective or corroded drainage tiles or lines are broken or if the Company's equipment becomes lodged in any such defective lines, tiles, piping or plumbing and cannot be practically removed without excavation, Twirl shall not be liable for the removal of said equipment or for the repairs or replacement of such fixtures, tiles, piping or plumbing.

Reported Problem Sever

X WOK

Work Performed Sever Unknown blockage

nothing back on line

Recommended Cleaning _____

Serviceman Corey PO# _____

Cleaned Sewer Length / Size 150' 6" ID

C/O Condition Good Guar. 30 day

C/O Location Street / 10000 N. Wisconsin

Cash my check Check No. 4346 C/C _____

Upon my request, the TWIRL SEWER SERVICE CO. performed services at the time and place herein stated; that the reasonable charge therefore is as stated herein; that said services were performed in an efficient and workmanlike manner, and are accepted by me as such.

If this bill is not paid within 90 days, it will go to our collection agency and the initial bill will increase by 1/2 to cover our costs.

X Joan Krause

HEATING • COOLING INC.

GREEN BAY, WI

920-336-0431

1211 Flightway Dr. • De Pere, WI 54115

DATE: 4-15-14	☐ JOB COMPLETED ☐ YES ☐ NO
TIME IN:	TIME OUT:
TECH: Matt	☐ FOLLOW UP SCHEDULED DATE:
	☐ WARRANTY ☐ YES ☐ NO

Packet Pg. 33

Name: Dean Krause

Address: 616 N. Wisconsin St.

City: De Pere

State: WI

Zip: 54115

Phone: 737-3183

MANUFACTURER

MODEL

SERIAL NUMBER

AGE

SYSTEM CONDITION

Lund

R6RA-09E2455

DF5D107F359607421

A B C D

A B C D

A B C D

DIAGNOSIS

RECOMMENDATIONS

Unit Cycles - Burners light and drop out
 - Board not sensing flame
 - checked out flame rod & millivolt reading
 All O.K.

Replaced Control Board & cleaned flame rod

• NOTICE •

PARTS WARRANTY

All parts as recorded are warranted as per manufacture specifications.

LABOR GUARANTEE

The labor charge as recorded here relative to the equipment serviced as noted, is guaranteed for a period of 30 days. We do not of course, guarantee other parts than those we provide. If repairs later become necessary due to other defective parts, they will be charged separately.

QTY

REPAIR CODE

ITEM OR PART DESCRIPTION

INTL OK

AMOUNT

Control Board

192.30

ALL WORK IS COC - Please Pay Technician

PAID BY: ☐ CASH☒ CHECK # 7146☐ VISA☐ MC☐ Discover

MAKE CHECKS PAYABLE TO:

Richard's Heating & Cooling Inc.

Card No.

Authorization Code

Name on Card

Exp. /

Diagnosis Service Charge

\$ 85.00

Total Parts

\$ 192.30

Enviro/Refrig.

\$ -

Sub-Total

\$ 277.30

Sales Tax

\$ 15.25

Grand Total

\$ 292.55

IMPORTANT: PLEASE PAY FROM THIS INVOICE. NO OTHER STATEMENT WILL BE ISSUED!

Terms: Net due upon completion. I have the authority to order the work described above. It is agreed that the seller will retain title to any equipment or material furnished until full payment is made, & if settlement is not made as agreed, the seller shall have the right to remove same & the seller be held harmless for damages resulting from removal thereof. If this is not paid within 30 days, I agree to pay 1 1/2% per month on the unpaid balance. If this invoice is placed for collection, I agree to pay seller's attorney fees & any court costs.

Signature: *W. Krause*

Date: 4-15-14

Technician: Matt N.

Date: 4-15-14

Email: *clerk# 7146**left @ 3:45*



PHOTO IDENTIFICATION

DATE TAKEN _____

TIME _____

LOCATION _____

CAMERA _____

COMMENTS _____

PHOTO IDENTIFICATION

DATE TAKEN _____

TIME _____

LOCATION _____

CAMERA _____

COMMENTS _____



PHOTO IDENTIFICATION

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CAMERA _____

COMMENTS _____



PHOTO IDENTIFICATION

DATE TAKEN _____

TIME _____

LOCATION _____

CAMERA _____

COMMENTS _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 17, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-66, Authorizing a Sidewalk Cafe Permit for Bella Nova d/b/a Paintin' Pottery or Bead It.

Update: The Board of Public Works approved recommending the sidewalk café permit for Paintin' Pottery and Bead It at 520 George St.

This request is a permit to allow outdoor seating on the sidewalk alongside the building as requested by the owner. This is the same request as last year.

The business the "Paintin' Pottery or Bead It" located at 520 George Street has requested permission to allow outdoor seating on the City's sidewalk for their customers. The request is for proposed seating for three (3) 24" tables alongside the building. (See attached sketch) Staff has reviewed the request with the owner and has determined that this will not impact pedestrian traffic on the sidewalk as long as they keep the tables and chairs adjacent to the building. I discussed with owner that she needs to keep table and chairs close to the building in order to maintain a 48" clear path for pedestrians in wheel chairs. I also told owner that they need to keep area clean.

Staff recommends approving the sidewalk café permit.

ATTACHMENTS:

- Reso14-66 (DOCX)
- Paintin Pottery 6-14-164-004-13 (DOCX)
- Exhibit 1 - Bella Nova(PDF)
- Sidewalk Cafe Permit - Paintin' Pottery or Bead It - 060414 (PDF)

RESOLUTION #14-66

AUTHORIZING A SIDEWALK CAFÉ PERMIT FOR
BELLA NOVA LLC d/b/a PAINTIN' POTTERY OR BEAD IT

WHEREAS, Bella Nova LLC, d/b/a Paintin' Pottery or Bead It, has requested a Sidewalk Café Permit from the City to place bistro tables and chairs to accommodate outside customer seating within City right-of-way in front of their business at 520 George Street, De Pere; and

WHEREAS, the Board of Public Works has reviewed such request and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Sidewalk Café Permit, attached hereto and incorporated by reference as Exhibit A, is hereby authorized and approved, and the Mayor and Clerk-Treasurer are directed to execute the same.

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 17th day of

June, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

SIDEWALK CAFE PERMIT

Name and Address of Permittee: Bella Nova LLC
d/b/a Paintin' Pottery or Bead It
c/o Carolyn Caffrey
520 George Street
De Pere, WI 54311

Grantor: City of De Pere

Location of Encroachment: 520 George Street
See attached Exhibit 1

Purpose of Encroachment: Outdoor Seating/Food Service (tables and chairs)

The purpose and occupancy of the public right-of-way referenced above as allowed by this Permit is conditioned upon Bella Nova LLC's compliance with Wis. Stats. §66.0425, and the following provisions:

1. Permit. City hereby authorizes and grants to Bella Nova LLC ("Permittee") a Sidewalk Cafe Permit for that specific area described in the sketch attached hereto and incorporated as Exhibit 1. Such Sidewalk Café Permit is subject to the following terms and conditions:
 - a) The Sidewalk Café Permit granted hereunder shall be valid from July 1 through June 30 of each year this Permit is valid. Renewals of this Permit may be accomplished administratively through the City Administrator.
 - b) The Permit granted under this Agreement authorizes tables and chairs (outdoor seating) for food service within the area illustrated in Exhibit 1.
 - c) It is specifically understood and agreed by the parties that the City shall undertake no responsibility for the maintenance of the Permit area or the tables and chairs. Permittee shall maintain the Permit area and all personal property thereon in a neat and orderly manner, keeping it clean, free of noxious weeds, trash, and debris. All personal property placed on the Permit area by Permittee shall remain the property of Permittee and the City shall not be held liable for any damage to such personal property regardless of the cause of such damage.
 - d) All tables, chairs and other materials and equipment placed out on the sidewalk for operation of the sidewalk cafe shall be removed from the site before the close of business and not returned to the sidewalk area until the usual and customary opening of the sidewalk cafe each day.

e) Sale of Alcohol Beverages:

☒ Not Allowed

- (i) No alcohol beverages may be sold or consumed in the sidewalk café area.

☐ Allowed

- (i) No alcohol beverages may be sold or consumed in the sidewalk café area unless the City Council has made that area part of the liquor licensed area.

- (ii) If the City Council has approved the sidewalk café area as part of the liquor licensed area, Permittee agrees as follows:

- (1) Violations of the requirements of this chapter or Wis. Stats. ch. 125 may result in the Sidewalk Café Permit issued hereunder and the Class B premise permit expansion being repealed by the Common Council in addition to other penalties provided under those regulations.
- (2) Alcohol beverages shall only be served to patrons of the establishment by a server in the sidewalk café area. No carryout or carry-in of alcohol beverages by a patron to and from the area of the sidewalk café shall be permitted.
- (3) Each sidewalk café serving alcohol beverages shall be responsible for monitoring the area of the sidewalk café to ensure that customers are of legal drinking age and that alcohol beverages are not removed from the premises.
- (4) The sale of alcohol beverages in sidewalk café areas shall be limited to the hours of 11:00 a.m. to 11:00 p.m. All alcohol shall be removed from the sidewalk café area no later than 11:30 p.m.

- f) Adequate egress and ingress as determined by ADA standards along the sidewalk café area subject to this Permit is maintained at all times. The number of chairs per bistro table shall not exceed two (2) and no chair may be placed along the north side of the tables shown on Exhibit 1.

2. Insurance. Permittee shall supply to the City a certificate of general liability insurance, naming the City as an additional insured for purposes of this Permit in an amount not less than \$1,000,000 per occurrence. Permittee shall save and hold City harmless from any and all injury that may occur or be said to have occurred as a result of Permittee's utilization of the Sidewalk Cafe Permit issued under this Agreement. Such hold harmless agreement shall extend to any injury to person or property involving any officers or agents of the parties hereto or any third parties. A copy of the required certificate of insurance is attached and incorporated as Exhibit 2.

Bella Nova LLC
Sidewalk Café Permit
Page 2 of 3

Attachment: Paintin Pottery 6-14-164-004-13 (2282 : Resolution #14-66, for Sidewalk Cafe Permit ? Paintin? Pottery or Bead It)

3. Revocation. The Permit granted hereunder may be revoked upon written or oral notice of the Director of Public Works at any time with or without notice. The parties acknowledge that the privileges granted by the permit hereunder constitute encroachments upon public trust properties and may be let only under the condition that the use of such public space does not interfere with public safety, access, aesthetics, or any other public purpose

4. Permit Not a Conveyance. It is specifically understood and agreed that in granting the Permit hereunder, no right or interest is granted in the ownership or continued use of the property subject thereto.

IN WITNESS WHEREOF, the parties hereto execute this agreement on this _____ day of _____, 2014.

BELLA NOVA LLC

CITY OF DE PERE

Print Name: _____
Title: _____

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

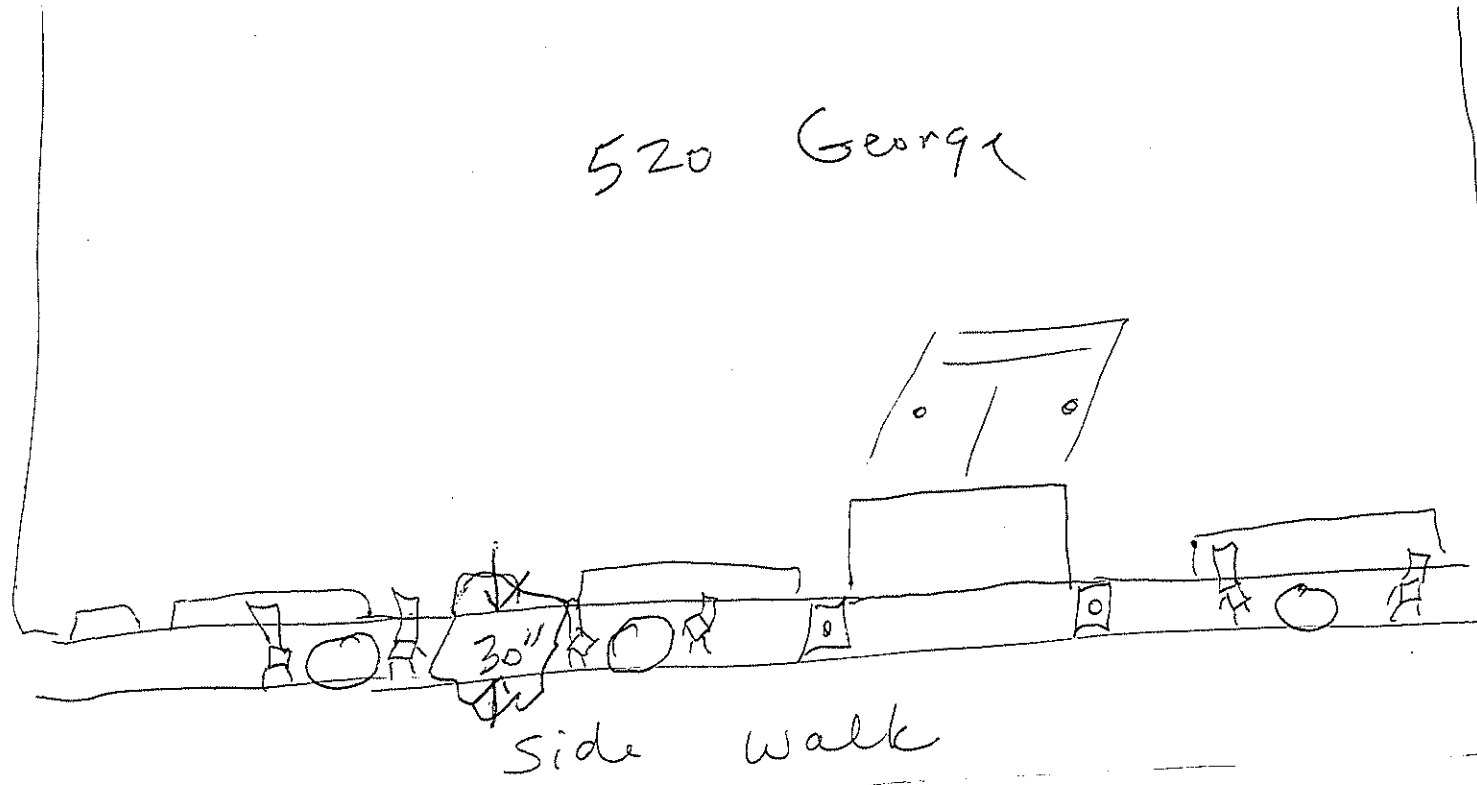
Shana L. Defnet, Clerk-Treasurer

H:\jdupont\ROP\Sidewalk Cafe\Paintin Pottery 6-14-164-004-13.docx

Attachment: Paintin Pottery 6-14-164-004-13 (2282 : Resolution #14-66, for Sidewalk Cafe Permit ? Paintin? Pottery or Bead It)

Bella Nova LLC
Sidewalk Café Permit
Page 3 of 3

520 George



Side walk

Red brick

Keep 48" clear path for
pedestrians in wheel chairs

Permit Fee:

\$ 25.00

Permit Valid:

July 1 thru June 30

Renewal no charge

SIDEWALK CAFE PERMIT APPLICATION

City of De Pere

Return completed application, supporting documentation, and application fee to: City of De Pere, Clerk-Treasurer, 335 S. Broadway, De Pere, WI 54115. For assistance, please call (920) 339-4050.

Applicant Information

Applicant Name: Carolyn Caffrey
 Applicant Address: 1719 Sunnyside Lane, De Pere
 Applicant Phone: 338-9483 Applicant Cell Phone: (920) 366-0403
 Establishment Name: Paintin' Pottery or Bead It
 Establishment Address: 520 George Street
 Phone: (920) 338-9970 Fax: (920) 338-9970 email: potteryorbeadit@sbcglobal.net

Required Materials

- ☐ Copy of a current Certificate of Insurance, with City of De Pere named as additional insured. Will Fax
- ☒ A layout, drawn to scale, which accurately depicts the dimensions of the existing sidewalk area and adjacent private property, the proposed location of the sidewalk cafe, size and number of tables, chairs, steps, planters, umbrellas, location of doorways, trees, obstructions, either existing or proposed, within the pedestrian area. →
- If available, photographs describing the appearance and dimensions of all tables, chairs, umbrellas or other objects related to the sidewalk cafe for review.

Signatures

If this application is approved, I hereby agree to abide by all the relevant City regulations pertaining to the installation of sidewalk cafes, including but not limited to Section 22-8(C) and 7-3 of the Municipal Code of the City of De Pere.

Carolyn Caffrey

Signature - Establishment Owner

This application is made with my/our knowledge and consent

Signature - Property Owner(s).

Approvals

Signature: Clerk's Office

Signature - Board of Public Works, Engineering Division

Receipt #

92917

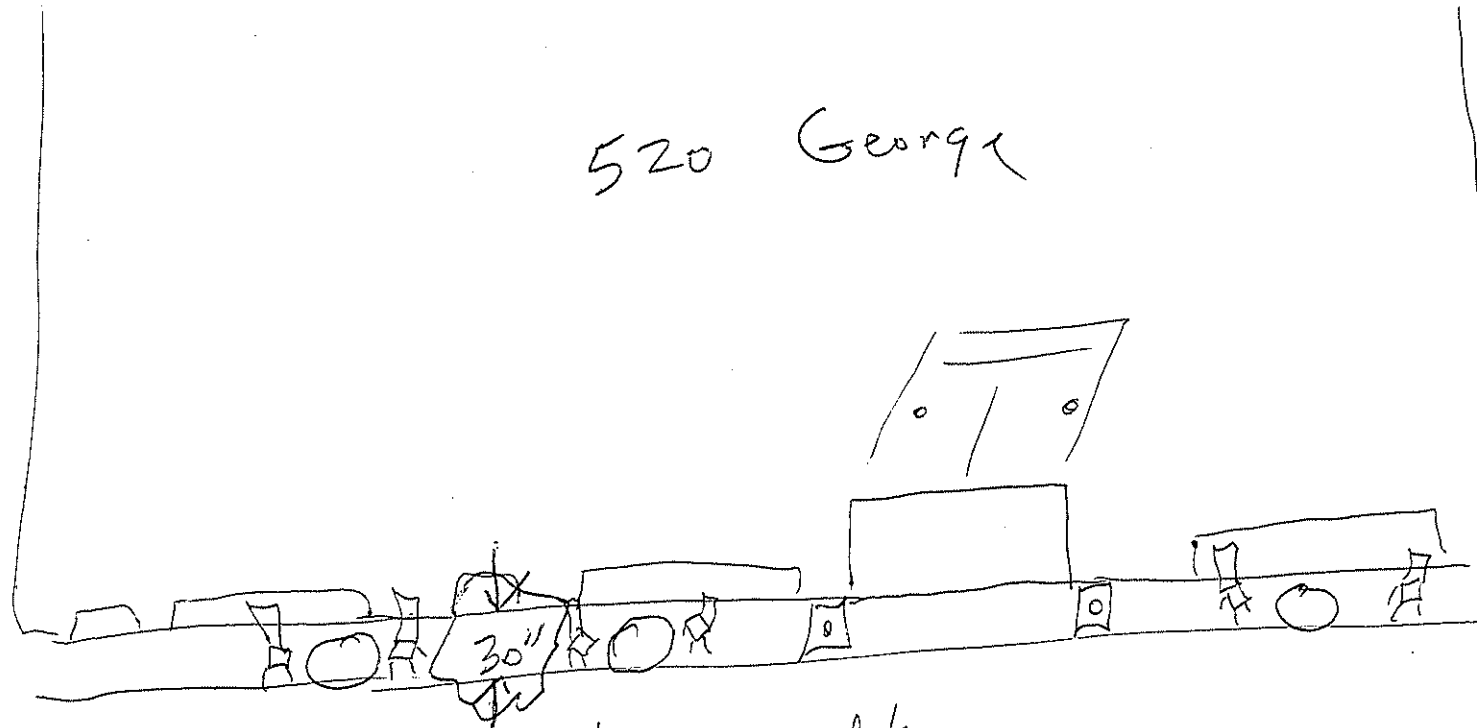
Dated:

5-22-14

Issued:

Permit #:

520 George



Side walk

red brick

Keep 48" clear path for
pedestrians in wheel chairs

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 17, 2014

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Resolution #14-67, Authorizing Agreement for Consulting Services Between the City of De Pere and Mau & Associates, LLP (Sanitary Sewer Easement Descriptions).

Update: The Board of Public Works recommends accepting the Mau & Associates quote for Sanitary Sewer Easement Descriptions estimated at \$7,875.00.

The City has a sanitary sewer that extends along the west side of the Fox River from Prospect Place to the Waste Water Treatment Plant. The sanitary sewer is located on private property for the majority of the distance. City facilities on private property require easements.

The Engineering Department received proposals for a registered land surveyor to do research for existing easements and to provide legal descriptions for easements on the remaining parcels. The total cost of this work is estimated assuming the research does not result in locating any existing easements as follows:

Sanitary Sewer Easement Descriptions	Estimate
Mau & Associates	\$7,875.00
Mach IV Engineering & Surveying	\$9,876.20
Robert E. Lee & Associates	\$14,020.00

\$25,000 is budgeted in the Sewage Revenue Fund for this work. The staff recommendation is to accept the quote from Mau & Associates for Easement Descriptions estimated at \$7,875.00.

ATTACHMENTS:

- Reso14-67 (DOCX)
- Mau (sewer easements) 6-14-189-003-14 (DOCX)
- Exhibit A - Mau (PDF)
- Exhibit B - Mau (PDF)
- RFP Results for Sanitary Sewer Easements (PDF)
- EasementRFP's (PDF)

RESOLUTION #14-67

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND MAU & ASSOCIATES, LLP
(Sanitary Sewer Easement Descriptions)

WHEREAS, the City is in need of easement description services for portions of its sanitary sewer along the west side of the Fox River; and

WHEREAS, Mau & Associates, LLP has available and offers to provide personnel and equipment necessary to accomplish those services within the required time.

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 Mau & Associates, LLP (Sanitary Sewer Easement Descriptions) as is attached hereto and incorporated herein by reference 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 17th day of June, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-67 (2286 : Resolution #14-67, Agreement with Mau for Sanitary Sewer Easement Descriptions)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND MAU & ASSOCIATES, LLP
(Sanitary Sewer Easement Descriptions)**

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of De Pere, Wisconsin, ("City"), and Mau & Associates, LLP, a Wisconsin limited liability partnership ("Consultant").

WITNESSETH

WHEREAS, the City is in need of easement description services for portions of its sanitary sewer along the west side of the Fox River; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish those services 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 dated May 19, 2014 (Exhibit A) and Consultants Proposal thereto dated June 2, 2014 (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 Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done and the schedule for commencing and completing the work. The basis for compensation for such work shall be as provided in Exhibit B, page 5.

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

For special services, 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.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed as per schedule shown in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their

response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, an amount not to exceed \$7,875. Payment to the Consultant is due upon receipt of monthly invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

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

XII. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, 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.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

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

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

XIX. MEDIATION

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

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

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

XIX. 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
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Mau & Associates, LLP
 Attention: Steve Bieda
 400 Security Boulevard
 Green Bay, WI 54313

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

MAU & ASSOCIATES, LLP

By:

 Print Name: _____
 Title: _____

 Print Name: _____
 Title: _____

CITY OF DE PERE

By:

 Michael J. Walsh, Mayor

 Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2014\Mau (sewer easements) 6-14-189-003-14.docx



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Karen M. Heyrman, P.E.
Assistant City Engineer
kheyрман@mail.de-pere.org
www.de-pere.org

May 19, 2014

Mr. Steve Bieda
Mau & Associates LLP
sbieda@mau-associates.com

RE: Easement Descriptions
City of De Pere

Dear Mr. Bieda:

The City of De Pere is requesting a proposal from your firm to complete legal descriptions for easements for the City of De Pere. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.
Sincerely,

DEPARTMENT OF PUBLIC WORKS

Karen M. Heyrman

Karen M. Heyrman, P.E.
Assistant City Engineer

KMH

cc: Eric Rakers, City Engineer

Attachment: Exhibit A - Mau (2286 : Resolution #14-67, Agreement with Mau for Sanitary Sewer Easement Descriptions)

Exhibit A

Request for Proposals For Easement Legal Descriptions

The City of De Pere would like to invite your firm to submit a proposal for legal descriptions associated with the City's sanitary sewer line along the west side of the Fox River.

GENERAL INFORMATION:

The City of De Pere has sanitary sewer along the west side of the Fox River and would like legal descriptions for a 20 foot easement along the length of the pipe. Some of the sewer line is in vacated streets and alleys. It is uncertain if easements were retained when these rights of ways were vacated. The purpose for this Request for Proposal (RFP) is to obtain legal descriptions that the City can present to the property owners to acquire these easements.

The City reserves the right to award the Alternate Work in 2015.

SCOPE OF WORK TO BE PERFORMED:

The scope of work includes:

1. Providing a layout of the proposed 20 foot easements based on sanitary sewer location provided by the City.
2. Meet with the City to discuss the proposed easement layout. The City will approve the final layout prior to generating the legal descriptions.
3. Providing legal descriptions and map documents ready for signature and recording by the City of De Pere. If multiple parcels are included in the legal descriptions provide an exhibit that can be presented to the owner of each parcel.

SCHEDULING:

The proposal will be received by June 2, 2014, at 3:00 p.m.

The City will award the project on June 17, 2014.

A Draft Easement Location Map meeting will occur in late July.

The City will provide a revised map to the consultant in August.

Legal descriptions and supporting documents will be provided to the City by September 30, 2014, at 3:00 p.m.

INSURANCE:

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

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

FEE:

The proposed fee schedule shall be submitted.

A company fee schedule shall be attached for additional services offered.

DELIVERY:

The selected firm will present the City with 2 hard copies as well as one in MS Word and one in Adobe Acrobat format. The map will be in AutoCAD Civil 3D 2014.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each project.

ITEMS TO BE PROVIDED BY THE CITY:

The following items will be provided by the City:

- 1) Notification letter to Residents.
- 2) Manhole locations in AutoCAD Civil 3D.
- 3) Meetings with residents. The consultant is not required to attend.
- 4) Easement map updates based on meeting with the residents.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

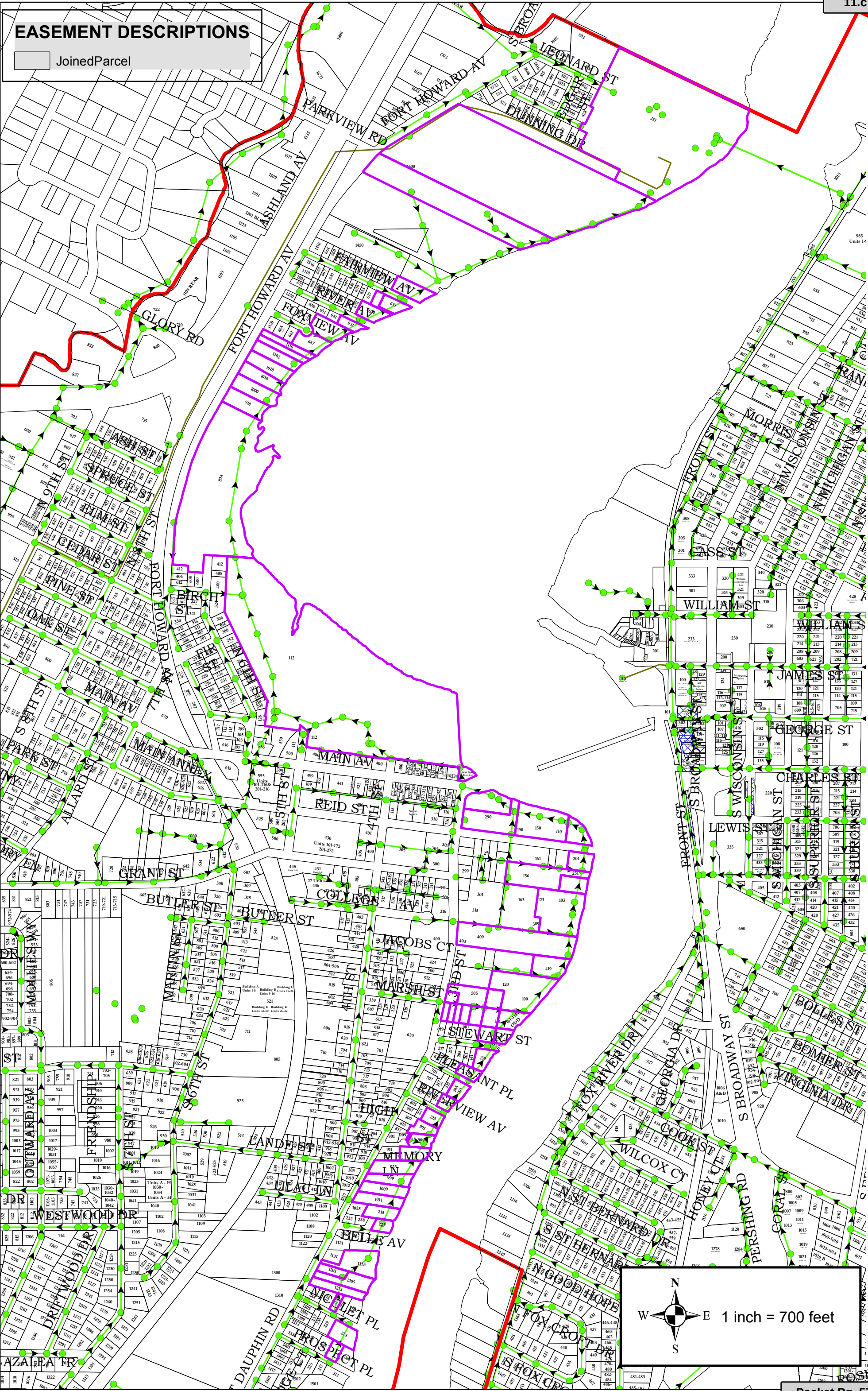
Signature: _____

Item	Unit	Quantity	Unit Price	Total South of Claude Allouez Bridge
Parcels South of The Claude Allouez Bridge				
Research for Existing Easements	EACH	44	\$ _____	\$ _____
Legal Descriptions for Easements on Parcels	EACH	44	\$ _____	\$ _____
ALTERNTATE QUOTE				
Parcels North of the Claude Allouez Bridge				Total North of Claude Allouez Bridge
Research for Existing Easements	EACH	19	\$ _____	\$ _____
Legal Descriptions for Easements on Parcels	EACH	19	\$ _____	\$ _____

Attachment: Exhibit A - Mau (2286 : Resolution #14-67, Agreement with Mau for Sanitary Sewer Easement Descriptions)

EASEMENT DESCRIPTIONS

JoinedParcel



Attachment: Exhibit A - Mau (2286 : Resolution #14-67, Agreement with Mau for Sanitary Sewer Easement Descriptions)

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014,
by and between the City of De Pere, Wisconsin, ("City"), and _____
_____("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description)
_____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) City Request for Proposals (Exhibit A) and
Consultants Proposal thereto dated ____ (date) (Exhibit B), both of which are attached hereto and
incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of
Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and
this Agreement, the terms of this Agreement shall prevail. If, during the course of performing
the work, City and Consultant agree that it is necessary to make changes in the project as
described in the exhibits, such changes will be incorporated into this Agreement only by written
amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard
specifications, and other information concerning the project that may be applicable in the
design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

For special services, 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.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. City shall issue a notice to proceed to Consultant and Consultant shall commence work immediately after notice and proceed with all deliberate speed. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. 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.

Charges for reimbursable costs determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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

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

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

XI. 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 other dispute resolution costs) caused solely 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 professional, and all court or arbitration or other dispute resolution costs) caused solely 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. MEDIATION

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

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

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

XIX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana L. Defnet, Clerk-Treasurer

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SAMPLE

MAU & ASSOCIATES-LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
400 SECURITY BOULEVARD ♦ GREEN BAY, WI 54313 ♦ PHONE (920) 434-9670 ♦ FAX (920) 434-9672

June 2, 2014

Karen Heyrman, P.E.
Assistant City Engineer
City of De Pere
925 S. Sixth Street
De Pere, WI 54115
P: 920-339-4072 ext. 2239

Re: RFP for Easement Descriptions located in the City of DePere.

Dear Ms. Heyrman,

Thank you for the opportunity to provide this estimate for your Sanitary Sewer Easement project. I am excited to have the opportunity to do this work and I am confident our strategy to prepare the easements will be the most cost effective and best for the City of DePere.

Our plan to prepare the easement will be as follows:

I will be using the Brown County Tax Parcel Maps as our base map. Each parcel in the base map will show the owner name, current deed of record, existing easement document number (if any) and tax parcel number. My master map will be setup by blocks so that individual readable sheets can be printed for meetings with property owners.

I plan to prepare a centerline description for the entire length of the project and then making the call 10' either side of the described centerline. If an obstruction is identified by the City, a modification of distance will be made to one side or the other of the easement. I will be tying all of your provided sanitary sewer manhole locations into the Brown County Section Corners. The description will be based on the brown county coordinate system and will have a retraceable tie to the easement. This description and mapping will be very similar to a DOT Transportation Project Plat.

The idea is that, as individual parcels are surveyed in the future, a licensed individual will easily be able to retrace the easement because it will be tied into Brown County Section Corners.

MAU & ASSOCIATES-LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
400 SECURITY BOULEVARD ♦ GREEN BAY, WI 54313 ♦ PHONE (920) 434-9670 ♦ FAX (920) 434-9672

A 60 year title search will be performed by a title company to locate any existing sanitary sewer easements. The price given in the quote is for the title company to perform that search. Any easements found will be noted on the mapping. It is unclear at this time as to how many easements may exist for these parcels. A note will be placed on the mapping indicating that an easement exists on that parcel. The easement will NOT be graphically depicted on the mapping. It is anticipated that all the easement found will need to be read and depicted onto the mapping. There will be an additional by the hour fee charged to read and graphically show the locations of those easements.

Scope for Mau:

- Prepare an indexed base map including multiple sheets, ties, manhole identification numbers, manhole coordinates, air photo (if desired) and description.
- Prepare a continuous description of the entire project.
- Research for existing easements by Title Company.
- Collect section corner ties and tie them into enough of the city manhole locations to make sure we are on the County coordinates.

NOTE:

- A Walk through of the entire easement should be done up front. Collection of any encroachments that will affect the easement would be best known prior to completing the mapping.

Sincerely,

Steven M. Bieda

MAU & ASSOCIATES-LLP**LAND SURVEYING & PLANNING****CIVIL & WATER RESOURCE ENGINEERING****400 SECURITY BOULEVARD ♦ GREEN BAY, WI 54313 ♦ PHONE (920) 434-9670 ♦ FAX (920) 434-9672****Proposed Fee Schedule**Company Name: Mau & Associates, LLPCompany Address: 400 Security BlvdCompany Address: Green Bay, WI 54313Company Representative: Steve Bieda

Signature: _____

Item	Unit	Quantity	Unit Price	Total South of Claude Allouez Bridge
Parcels South of The Claude Allouez Bridge				
Research for Existing Easements	EACH	44	\$ <u>50.00</u>	\$ <u>2,200.00</u>
Legal Descriptions for Easements on Parcels	EACH	44	\$ <u>75.00</u>	\$ <u>3,300.00</u>
ALTERNTATE QUOTE				
Parcels North of the Claude Allouez Bridge				Total North of Claude Allouez Bridge
Research for Existing Easements	EACH	19	\$ <u>50.00</u>	\$ <u>950.00</u>
Legal Descriptions for Easements on Parcels	EACH	19	\$ <u>75.00</u>	\$ <u>1,425.00</u>

Attachment: Exhibit B - Mau (2286 : Resolution #14-67, Agreement with Mau for Sanitary Sewer Easement Descriptions)

MAU & ASSOCIATES-LLP**LAND SURVEYING & PLANNING****CIVIL & WATER RESOURCE ENGINEERING****400 SECURITY BOULEVARD ♦ GREEN BAY, WI 54313 ♦ PHONE (920) 434 - 9670 ♦ FAX (920) 434 - 9672****MAU & ASSOCIATES-LLP****LAND SURVEYING & PLANNING****CIVIL & WATER RESOURCE ENGINEERING****400 SECURITY BOULEVARD ♦ GREEN BAY, WI 54313 ♦ PHONE (920) 434 - 9670 ♦ FAX (920) 434 - 9672****2014 RATE SCHEDULE****Field:**

2 Person Crew (Conventional)	\$110/hr
3 Person Crew (Conventional)	\$135/hr
G.P.S. / (2 Person Crew)	\$150/hr
G.P.S. / Robot (1 Person Crew)	\$110/hr
Robotic Total Station (2 Person Crew)	\$150/hr

Office:

Senior Licensed Land Surveyor	\$80/hr
Licensed Land Surveyor	\$72/hr
Land Surveyor II	\$62/hr
Land Surveyor I	\$52/hr
Senior Licensed Civil Engineer	\$105/hr
Licensed Civil Engineer	\$95/hr
Civil Engineer II	\$88/hr
Civil Engineer I	\$76/hr
Construction Management	\$125/hr
Expert witness	\$175/hr
Representation at after hour's meetings	\$100/hr
Mileage	\$0.560/mi

Revised May 2014

Attachment: Exhibit B - Mau (2286 : Resolution #14-67, Agreement with Mau for Sanitary Sewer Easement Descriptions)

MAU & ASSOCIATES-LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING

400 SECURITY BOULEVARD ♦ GREEN BAY, WI 54313 ♦ PHONE (920) 434-9670 ♦ FAX (920) 434-9672

STANDARD TERMS AND CONDITIONS:

- A. Consulting fees and work items will be billed monthly as incurred. Payments are due within 30 days of invoice date. Amounts unpaid at due date are subject to a service charge of 1.5% per month until paid.
- B. Mau & Associates LLP shall exercise due care in performing professional services, but Mau & Associates LLP makes no warranty, express or implied, with respect to any services performed by Mau & Associates LLP. Mau & Associates LLP shall not be liable for any claim, damage, cost or expense (including attorney's fees) or any other liability, loss or damage to the Client not directly and solely caused by acts, errors, or omissions by Mau & Associates LLP. In no event shall Mau & Associates LLP's liability for incidental or consequential loss to the Client in connection with performance of this Agreement exceed the aggregate of all fees paid to Mau & Associates LLP by Client for these services.
- C. Mau & Associates LLP reserves the right to suspend or terminate this contract, should any invoice not be paid in full within 30 days of the date of the invoice. Should collection litigation be necessary, client acknowledges Mau & Associates LLP will include attorney's fees and all related costs as a part of the legal action.
- D. The Client shall indemnify and hold harmless Mau & Associates LLP, Mau & Associates LLP's officers, directors, partners, employees and agents from any and all costs, losses and damages caused solely by the negligent acts or omissions of the Client, Client's officers, directors, partners, employees and agents in the performance and furnishing of the Client's services under this Agreement.
- Mau & Associates LLP shall indemnify and hold harmless the Client, the Client's officers, directors, partners, employees and agents from and against any and all costs, losses and damages caused solely by the negligent acts or omissions of Mau & Associates LLP, Mau & Associates LLP's officers, directors, partners, employees and agents with respect to this Agreements or the associated Project.
- Mau & Associates LLP's total liability to the Client and any party claiming by, through or under the Client for any cost, loss or damages caused in part by the negligence of Mau & Associates LLP and in part by the negligence of the Client or any other negligent entity or individual shall not exceed the percentage share that Mau & Associates LLP's negligence bears to the total negligence of Mau & Associates LLP, the Client, and all other negligent entities and individuals.
- E. By acceptance of this Agreement, it is agreed that Mau & Associates LLP has permission to go on site and can perform any reasonable and necessary investigation in the course of completing the services described in this agreement. Client is solely responsible for site security and for obtaining permission from any affected third party property owners for use of their lands.
- F. The work performed by Mau & Associates LLP is the confidential property of Mau & Associates LLP and will not be released to any other party without the client's permission. Mau & Associates LLP alone retains all ownership, copyright, and other intellectual property interest in the data. Any changes, alterations or reuse of this data shall not be made without the written consent of Mau & Associates LLP.
- G. For the purpose of this contract, digital files will be released in PDF format only.
- H. All regulatory determinations are subject to review and concurrence by the Wisconsin Department of Natural Resources and/or the U.S. Corps of Engineers, or other agency as appropriate.
- I. This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.
- J. Upon execution of the Agreement, the services described herein shall begin as soon as possible and site investigation (if required) will be completed as weather and scheduling permit.
- K. This Agreement must be executed by the Client within 30 days of the day and year first above written.

SANITARY SEWER EASEMENT DESCRIPTION RESULTS

BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				MAU & ASSOCIATES		MACH IV ENGINEERING & SURVEYING		ROBERT E. LEE & ASSOCIATES	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
Parcels South of the Claude Allouez Bridge									
	Research for Existing Easements	EA	44	\$ 50.00	\$ 2,200.00	\$ 53.50	\$ 2,354.00	\$ 75.00	\$ 3,300.00
	Legal Descriptions for Easemenets on Parcels	EA	44	\$ 75.00	\$ 3,300.00	\$ 80.45	\$ 3,539.80	\$ 140.00	\$ 6,160.00
	TOTAL				\$ 5,500.00		\$ 5,893.80		\$ 9,460.00
ALTERNATE QUOTE									
Parcels North of the Claude Allouez Bridge									
	Research for Existing Easements	EA	19	\$ 50.00	\$ 950.00	\$ 52.75	\$ 1,002.25	\$100.00	\$ 1,900.00
	Legal Descriptions for Easemenets on Parcels	EA	19	\$ 75.00	\$ 1,425.00	\$ 156.85	\$ 2,980.15	\$140.00	\$ 2,660.00
	TOTAL ALTERNATE QUOTE				\$ 2,375.00		\$ 3,982.40		\$ 4,560.00
	TOTAL AMOUNT BID +ALTERNATE QUOTE				\$7,875.00		\$9,876.20		\$14,020.00

MAU & ASSOCIATES-LLP**LAND SURVEYING & PLANNING****CIVIL & WATER RESOURCE ENGINEERING****400 SECURITY BOULEVARD ♦ GREEN BAY, WI 54313 ♦ PHONE (920) 434-9670 ♦ FAX (920) 434-9672**

June 2, 2014

Karen Heyrman, P.E.
Assistant City Engineer
City of De Pere
925 S. Sixth Street
De Pere, WI 54115
P: 920-339-4072 ext. 2239

Re: RFP for Easement Descriptions located in the City of DePere.

Dear Ms. Heyrman,

Thank you for the opportunity to provide this estimate for your Sanitary Sewer Easement project. I am excited to have the opportunity to do this work and I am confident our strategy to prepare the easements will be the most cost effective and best for the City of DePere.

Our plan to prepare the easement will be as follows:

I will be using the Brown County Tax Parcel Maps as our base map. Each parcel in the base map will show the owner name, current deed of record, existing easement document number (if any) and tax parcel number. My master map will be setup by blocks so that individual readable sheets can be printed for meetings with property owners.

I plan to prepare a centerline description for the entire length of the project and then making the call 10' either side of the described centerline. If an obstruction is identified by the City, a modification of distance will be made to one side or the other of the easement. I will be tying all of your provided sanitary sewer manhole locations into the Brown County Section Corners. The description will be based on the brown county coordinate system and will have a retraceable tie to the easement. This description and mapping will be very similar to a DOT Transportation Project Plat.

The idea is that, as individual parcels are surveyed in the future, a licensed individual will easily be able to retrace the easement because it will be tied into Brown County Section Corners.

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A 60 year title search will be performed by a title company to locate any existing sanitary sewer easements. The price given in the quote is for the title company to perform that search. Any easements found will be noted on the mapping. It is unclear at this time as to how many easements may exist for these parcels. A note will be placed on the mapping indicating that an easement exists on that parcel. The easement will NOT be graphically depicted on the mapping. It is anticipated that all the easement found will need to be read and depicted onto the mapping. There will be an additional by the hour fee charged to read and graphically show the locations of those easements.

Scope for Mau:

- Prepare an indexed base map including multiple sheets, ties, manhole identification numbers, manhole coordinates, air photo (if desired) and description.
- Prepare a continuous description of the entire project.
- Research for existing easements by Title Company.
- Collect section corner ties and tie them into enough of the city manhole locations to make sure we are on the County coordinates.

NOTE:

- A Walk through of the entire easement should be done up front. Collection of any encroachments that will affect the easement would be best known prior to completing the mapping.

Sincerely,



Steven M. Bieda

MAU & ASSOCIATES-LLP**LAND SURVEYING & PLANNING****CIVIL & WATER RESOURCE ENGINEERING****400 SECURITY BOULEVARD ♦ GREEN BAY, WI 54313 ♦ PHONE (920) 434-9670 ♦ FAX (920) 434-9672****Proposed Fee Schedule**Company Name: Mau & Associates, LLPCompany Address: 400 Security BlvdCompany Address: Green Bay, WI 54313Company Representative: Steve Bieda

Signature: _____

Item	Unit	Quantity	Unit Price	Total South of Claude Allouez Bridge
Parcels South of The Claude Allouez Bridge				
Research for Existing Easements	EACH	44	\$ <u>50.00</u>	\$ <u>2,200.00</u>
Legal Descriptions for Easements on Parcels	EACH	44	\$ <u>75.00</u>	\$ <u>3,300.00</u>
ALTERNTATE QUOTE				
Parcels North of the Claude Allouez Bridge				Total North of Claude Allouez Bridge
Research for Existing Easements	EACH	19	\$ <u>50.00</u>	\$ <u>950.00</u>
Legal Descriptions for Easements on Parcels	EACH	19	\$ <u>75.00</u>	\$ <u>1,425.00</u>

MAU & ASSOCIATES-LLP**LAND SURVEYING & PLANNING****CIVIL & WATER RESOURCE ENGINEERING****400 SECURITY BOULEVARD ♦ GREEN BAY, WI 54313 ♦ PHONE (920) 434-9670 ♦ FAX (920) 434-9672****MAU & ASSOCIATES-LLP****LAND SURVEYING & PLANNING****CIVIL & WATER RESOURCE ENGINEERING****400 SECURITY BOULEVARD ♦ GREEN BAY, WI 54313 ♦ PHONE (920) 434-9670 ♦ FAX (920) 434-9672****2014 RATE SCHEDULE****Field:**

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Revised May 2014

MAU & ASSOCIATES-LLP**LAND SURVEYING & PLANNING****CIVIL & WATER RESOURCE ENGINEERING****400 SECURITY BOULEVARD ♦ GREEN BAY, WI 54313 ♦ PHONE (920) 434 - 9670 ♦ FAX (920) 434 - 9672****STANDARD TERMS AND CONDITIONS:**

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B. Mau & Associates LLP shall exercise due care in performing professional services, but Mau & Associates LLP makes no warranty, express or implied, with respect to any services performed by Mau & Associates LLP. Mau & Associates LLP shall not be liable for any claim, damage, cost or expense (including attorney's fees) or any other liability, loss or damage to the Client not directly and solely caused by acts, errors, or omissions by Mau & Associates LLP. In no event shall Mau & Associates LLP's liability for incidental or consequential loss to the Client in connection with performance of this Agreement exceed the aggregate of all fees paid to Mau & Associates LLP by Client for these services.

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D. The Client shall indemnify and hold harmless Mau & Associates LLP, Mau & Associates LLP's officers, directors, partners, employees and agents from any and all costs, losses and damages caused solely by the negligent acts or omissions of the Client, Client's officers, directors, partners, employees and agents in the performance and furnishing of the Client's services under this Agreement.

Mau & Associates LLP shall indemnify and hold harmless the Client, the Client's officers, directors, partners, employees and agents from and against any and all costs, losses and damages caused solely by the negligent acts or omissions of Mau & Associates LLP, Mau & Associates LLP's officers, directors, partners, employees and agents with respect to this Agreements or the associated Project.

Mau & Associates LLP's total liability to the Client and any party claiming by, through or under the Client for any cost, loss or damages caused in part by the negligence of Mau & Associates LLP and in part by the negligence of the Client or any other negligent entity or individual shall not exceed the percentage share that Mau & Associates LLP's negligence bears to the total negligence of Mau & Associates LLP, the Client, and all other negligent entities and individuals.

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F. The work performed by Mau & Associates LLP is the confidential property of Mau & Associates LLP and will not be released to any other party without the client's permission. Mau & Associates LLP alone retains all ownership, copyright, and other intellectual property interest in the data. Any changes, alterations or reuse of this data shall not be made without the written consent of Mau & Associates LLP.

G. For the purpose of this contract, digital files will be released in PDF format only.

H. All regulatory determinations are subject to review and concurrence by the Wisconsin Department of Natural Resources and/or the U.S. Corps of Engineers, or other agency as appropriate.

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

J. Upon execution of the Agreement, the services described herein shall begin as soon as possible and site investigation (if required) will be completed as weather and scheduling permit.

K. This Agreement must be executed by the Client within 30 days of the day and year first above written.

Mach IV

Engineering & Surveying LLC

June 2, 2014

Ms. Karen Heyrman, PE
City of DePere
925 South Sixth Street
DePere, WI 54115-1199

Re: Proposal for Easement Descriptions

Dear Ms. Heyrman:

In response to your Request for Proposal (RFP) Dated May 19, 2014, we are pleased to submit the attached proposal.

COMPANY PROFILE

Mach IV Engineering & Surveying LLC (Mach IV) was incorporated in March of 2007. Mach IV provides site planning, site/civil engineering, stormwater management, environmental, land surveying, and construction management services to public sector clients, design professionals, construction managers, land developers, and general contractors throughout Wisconsin and the Midwest. A complete listing of Mach IV services is attached for your review and consideration.

Mach IV emphasizes experienced staff, and flexible, personal client service. Experienced staff provides services that result in sustainable, cost-effective solutions. Mach IV utilizes a Purpose-Process-Product approach with each project and subsequent project meetings. The approach identifies the purpose or goal of each phase of the project. The process component identifies the individual tasks required to accomplish each goal. The product is the final result or deliverable required for each phase.

Mach IV offers a client-focused project approach which allows your project to become our priority. Mach IV emphasizes minimizing design and construction costs while improving constructability to ensure your projects are delivered within budget. We pride ourselves on providing flexible and rapid response to your project so that it is completed on schedule and within budget.

PROJECT PERSONNEL

Andrew Cleveland, R.L.S. (WI RLS-2787), Lead Surveyor

Mr. Cleveland has over 20 years of land surveying experience. He has been a surveying crew chief for over 16 years, responsible for project field services including ALTA/ACSM Land Title Surveys, certified survey maps, topographic surveying, boundary surveying, retracement surveying, floodplain mapping, and construction surveying. His experience includes records research, map and file production, legal descriptions and preparing budget estimates. Field experience includes construction staking, field surveys, and establishing horizontal and vertical control. Mr. Cleveland is proficient in conventional survey and GPS.

Randy Oettinger, RLS (WI RLS-2349)

Mr. Oettinger has over 20 years of land surveying experience in northeast Wisconsin. His experience includes project management, land record research ALTA/ACSM Land Title Surveys, subdivision plats, certified survey maps, topographic surveys, and boundary surveys. Mr. Oettinger has extensive experience in large scale subdivisions, multi-family residential developments, and commercial developments. His experience includes large legal description/right-of-way plats and

easement documents. Field experience includes construction staking, field surveys, and establishing horizontal and vertical control.

Joel Ehrfurth, P.E. (WI PE-35719), Principal in Charge/Project Manager

Mr. Ehrfurth has a B.S. in Civil Engineering from the University of Wisconsin-Madison and over 20 years of experience in engineering. He has extensive project management experience in both private and public sector projects. Mr. Ehrfurth has construction and construction management experience and utilizes that experience to facilitate cost effective, constructible designs. He has been involved in all phases of project development and delivery for a variety of private and municipal clients including resident site engineering, construction quality control, administration and settlement resolution. Mr. Ehrfurth's responsibilities also include design team coordination, attendance at planning and design meetings pertaining to Mach IV's scope of services, permitting and approval activities with regulatory agencies, supervision of construction services, and project close-out.

Our proposed scope of services and approach to this project are as follows:

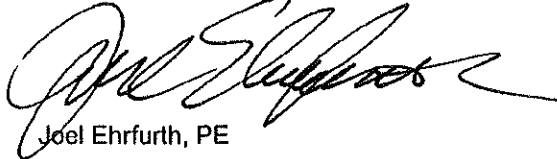
1. Conduct land record research on impacted parcels to determine the presence and extent of any existing easements.
2. Reference the locations of the manholes, as provided by the City, to the county coordinate system.
3. Meet with the City to discuss proposed easement layout.
4. Develop a metes and bounds legal description along the centerline of the sanitary sewer corridor (20' wide). Also, to accompany the corridor description, will be a multiple page exhibit depicting the corridor and the parcels being affected. This centerline description and exhibit should then be adopted by resolution and recorded with the register of deeds.
5. Provide documents, which reference the above information, for recording.

Exclusions:

1. Individual metes and bounds descriptions of each impacted parcel.
2. Individual parcel exhibits (easement and impacted parcels will be shown on combination exhibits, ie, more than one parcel may be shown per exhibit).
3. Printing costs
4. Recording fees
5. Notification letter to Residents
6. Manhole locations in AutoCAD Civil 3D
7. Meetings with residents.
8. Easement map updates based on meeting with residents
9. Monumentation of easement boundaries.

Thank you for the opportunity to provide this proposal. Please do not hesitate to contact me if you have any questions or require any additional information.

Regards,
MACH IV ENGINEERING & SURVEYING LLC



Joel Ehrfurth, PE

Enc.: As noted

Mach IV

Engineering & Surveying LLC

CIVIL ENGINEERING SERVICES

- Construction Inspection Services
- Erosion Control Plans
- Feasibility Studies
- Flood Plain Analysis
- Residential Subdivision Engineering
- Commercial Site Engineering
- Land Use Planning
- Earthwork Operation Analysis
- Natural Resource Management
- Environmental Permitting
- Stormwater Management Plans
- Utility Design
- Retention Pond Design

LAND SURVEYING SERVICES

- Boundary Surveys
- ALTA Surveys
- Subdivision Plat
- Certified Survey Maps
- Condominium Plats
- Construction Surveying and Staking
- Legal Descriptions
- Topographic Surveys
- Site Surveys
- As-built Surveys
- Wetland Delineation Mapping
- Land Use Planning
- Area Development Plans
- Elevation Certificates
- Easement Surveys

ENVIRONMENTAL SERVICES

- Environmental Site Assessment Transaction Screen
- Phase I/Phase II Environmental Site Assessment
- Site Investigation/Remediation
- Remedial Action Plan Development
- Remedial Project Management
- Asbestos Inspection
- Wetlands
 - Wetland Delineation
 - Alternatives Analysis and Mitigation/Restoration Planning
 - Artificial Wetlands

- Regulatory Permitting
 - NPDES/WPDES
 - Storm Water
 - Industrial Facilities
 - Construction Sites
 - Municipalities
 - Animal Waste Permits
 - General Discharge Permits
 - Pretreatment Permits
 - Facilities Planning
 - Toxic Pollutant Protection
 - Wastewater Volume/Stream Flow
 - Public Health Impacts
- Water Quality Factor
- Storm Water Pollution Prevention Plan (SWPPP)
- Laboratory Support Services
- Industrial Monitoring
- Toxic Substances Monitoring
 - Bio-monitoring
 - Compliance Monitoring
 - Storm Water Discharge Monitoring
 - Emergency Release Notification
 - Hazardous Chemical Reporting
- Nonmetallic Mining Services
 - Conditional/Special Use Permitting
 - Reclamation Planning
 - Air Permits/Reporting
 - Storm/Waste Water Planning & Permitting
 - Wetland Delineation & Restoration
 - Chapter 30 Permitting
- Air Management Services
 - New source and construction permits
 - Air emission inventories and annual reports
 - Ambient air quality monitoring

Mach IV

Engineering & Surveying LLC

Mach IV Engineering & Surveying LLC 2014 Hourly Rates for Professional Services

Office Services

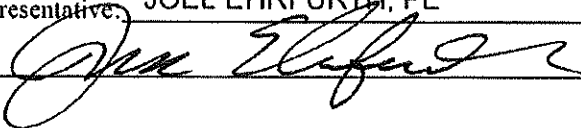
Professional Engineer, Principal.....	\$150/hour
Professional Engineer.....	\$115/hour
Staff Engineer.....	\$95/hour
Environmental Scientist.....	\$100/hour
Registered Land Surveyor.....	\$95/hour
Staff Land Surveyor.....	\$80/hour
Engineering/Environmental Technician I.....	\$60/hour
Engineering/Environmental Technician II.....	\$70/hour
Engineering/Environmental Technician III.....	\$80/hour
Senior G.I.S. Specialist.....	\$115/hour
G.I.S. Technician.....	\$90/hour

Field Services

1-Man Survey Crew.....	\$110/hour
2-Man Survey Crew.....	\$150/hour

Mileage..... \$0.65/mile

Subcontracted Services, Fees and Expenses..... Actual Cost

Proposed Fee ScheduleCompany Name: MACH IV ENGINEERING & SURVEYING LLCCompany Address: 211 NORTH BROADWAY SUITE 114Company Address: GREEN BAY, WI 54303Company Representative: JOEL EHRFURTH, PESignature: 

Item	Unit	Quantity	Unit Price	Total South of Claude Allouez Bridge
Parcels South of The Claude Allouez Bridge				
Research for Existing Easements	EACH	44	\$ <u>53.50 (1)</u>	\$ <u>2,354.00</u>
Legal Descriptions for Easements on Parcels	EACH	44	\$ <u>80.45 (2)</u>	\$ <u>3,539.80</u>
ALTERNTATE QUOTE				
Parcels North of the Claude Allouez Bridge				Total North of Claude Allouez Bridge
Research for Existing Easements	EACH	19	\$ <u>52.75 (1)</u>	\$ <u>1,002.25</u>
Legal Descriptions for Easements on Parcels	EACH	19	\$ <u>156.85 (2)</u>	\$ <u>2,980.15</u>

1. Excludes reproduction costs for land record research copies. Reproductions costs are estimated to be \$150.00
 2. Unit cost assumes all 44/19 parcels will be awarded and individual parcels will not be added/excluded. Assumes the 44 parcel package will be awarded in 2014 and the alternate quote would potentially be issued in 2015.

**Robert E. Lee & Associates, Inc.**

Engineering, Surveying, Environmental Services

1250 Centennial Centre Boulevard, Hobart, WI 54155
PH 920-662-9641 FAX 920-662-9141 E-Mail rel@releeinc.com

June 2, 2014

KAREN HEYRMAN
CITY OF DE PERE
925 S SIXTH STREET
DE PERE, WI 54115

RE: Proposal for Sewer Easements

Dear Karen:

Thank you very much for allowing Robert E. Lee & Associates, Inc. the opportunity to provide you with this proposal for surveying services as described herein.

On sheet 2 you will find our project scope and approach for the services described. If you have any questions, comments, or if I can assist you in any way, please do not hesitate to contact me.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

James R. Westerman, RLS, CST
Manager of Land Surveying



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

1250 Centennial Centre Boulevard, Hobart, WI 54155
PH 920-662-9641 FAX 920-662-9141 E-Mail rel@releeinc.com

PROJECT SCOPE

Robert E. Lee & Associates, Inc. will prepare and provide to the City of De Pere easement documents and exhibit sketches for parcels located north and south of Main Avenue that currently have a sanitary sewer line over and across with no easement of record. The exact easement locations shall be based on manhole locations provided by the City of De Pere. We will work directly with Area Title, LLC to determine which parcels have no easement of record. We will meet with the City to discuss our findings and determine the easement layout. We will prepare a legal description of the proposed easement for each property owner and incorporate it in to an easement document for recording. We will also prepare an easement exhibit sketch to accompany each easement document.

Robert E. Lee & Associates, Inc. will provide to the City 2 hard copies of each easement document and exhibit, along with a digital copy in Adobe Acrobat pdf format. We will also deliver the easement document in a Microsoft Word format. Our easement alignment drawing will be provided to the City in an AutoCAD Civil 3D 2013 format.

PROJECT COST

Enclosed is our Proposed Fee Schedule along with our Surveying Labor/Equipment rates.

If you are in agreement with this and would like us to proceed, please sign below and return to my attention. If you have any questions, please do not hesitate to contact me.

ACCEPTED BY CLIENT

Signature

Date

Print Name

Proposed Fee Schedule

Company Name: Robert E. Lee & Associates
 Company Address: 1250 Centennial Centre Blvd
 Company Address: Hobart WI 54155
 Company Representative: James R. Westerman
 Signature: [Signature] 6/2/2014

Item	Unit	Quantity	Unit Price	Total South of Claude Allouez Bridge
Parcels South of The Claude Allouez Bridge				
Research for Existing Easements	EACH	44	\$ <u>75.⁰⁰</u>	\$ <u>3300.⁰⁰</u>
Legal Descriptions for Easements on Parcels	EACH	44	\$ <u>140.⁰⁰</u>	\$ <u>6160.⁰⁰</u>
ALTERNTATE QUOTE				
Parcels North of the Claude Allouez Bridge				Total North of Claude Allouez Bridge
Research for Existing Easements	EACH	19	\$ <u>100.⁰⁰</u>	\$ <u>1900.⁰⁰</u>
Legal Descriptions for Easements on Parcels	EACH	19	\$ <u>140.⁰⁰</u>	\$ <u>2660.⁰⁰</u>

Robert E. Lee and Associates, Inc.
2014 Survey Labor/Equipment Rates

Staff Type**Billing Schedule**

SURVEY DIRECTOR	130.00
SURVEY ASSISTANT	41.00
SURVEY MANAGER	101.00
SURVEYOR I	56.00
SURVEYOR II	66.00
SURVEYOR III	77.00

Equipment Type**Rate Schedule**

Iron Pipe (1" x 24")	\$3.00/Each
Iron Pipe (2" x 30")	\$4.00/Each
ATV	\$13.25/Hour
GPS	\$36.00/Hour
Hubs	\$0.35/Each
Laser Level	\$12.00/Hour
Lath	\$0.51/Each
Mileage	\$0.560/Employee Auto \$0.69/Company Auto
Total Station	\$8.50/Hour
Robotic Total Station	\$36.00/Hour

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 17, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-68, Authorizing Contract for Contractor Services Between the City of De Pere and Davies Water, a Division of Ferguson Waterworks (Hydrant Painting).

Update: The Board of Public Works recommends awarding the hydrant painting contract to Ferguson Waterworks Services in the amount of \$71.50 per hydrant.

In the past, the City's fire hydrants have been painted by seasonal staff every summer. Over time there has been a buildup of paint that tends to occur in addition with rust build up occurring. Also, the fire department has requested the water department to paint the hydrants throughout the City to match the current fire code requirements. (See attached request). As a result of all this, staff felt it was in the City's best interest to hire a contractor to sand blast all hydrants to remove all rust and paint buildup and then spray paint the hydrants accordingly. This will be the first year of a four year program.

During our planning of this project, staff talked to other communities in the area to see if they had any hydrant painting plans for the upcoming year. It turns out that Ashwaubenon and Howard intended to do the same. Therefore, the City bid this project as a joint project with the Village of Ashwaubenon and Village of Howard. The intent of bidding the projects together was to try to achieve some cost savings for each municipality.

The City received the following bids for the hydrant painting:

Ferguson Waterworks Services of Appleton, WI	= \$ 71.50 per hydrant
Great Lakes Protective Coatings of Sturgeon Bay, WI	= \$ 93.00 per hydrant
Thul Specialty Contracting, Inc. Of Elk River, MN	= \$260.00 per hydrant
Giant Maintenance & Restoration, Inc. Of Mundelein, IL	= No Bid
DeGrave Mediablasing & Painting, LLC of Green Bay, WI	= No Bid

The 2014 water utility budget has \$40,000 allocated for hydrant painting.

Staff recommends awarding the hydrant painting project to Ferguson Waterworks Services of Appleton, WI.

ATTACHMENTS:

- Reso14-68 (DOCX)
- Ferguson (hydrant painting) 6-14-169-002-14 (DOCX)
- Exhibit A - Ferguson (DOC)
- Exhibit B - Ferguson (PDF)
- Fire Department Request for Hydrant Painting (PDF)
- Ferguson [dba] Davies Services (PDF)
- Great Lakes Protective Coatings Inc (PDF)
- Thul Specialty Contracting Inc(PDF)

RESOLUTION #14-68

AUTHORIZING CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF
DE PERE AND DAVIES WATER, A DIVISION OF FERGUSON WATERWORKS
(Hydrant Painting)

WHEREAS, the City is in need of hydrant painting services; and

WHEREAS, Davies Water, a division of Ferguson Waterworks has available and offers to provide personnel and equipment necessary to accomplish the hydrant painting services, subject to the terms and conditions of the Contract for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed such Contract and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Contract for Contractor Services as is attached hereto (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents 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 17th day of June, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-68 (2285 : Resolution #14-68, Authorizing Hydrant Painting Contract)

**CONTRACT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND DAVIES WATER,
A DIVISION OF FERGUSON WATERWORKS
(Hydrant Painting)**

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of De Pere, Wisconsin, ("City"), and Davies Water, a division of Ferguson Waterworks ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those hydrant painting services described in the City's May 9, 2014 Request for Proposals, attached and incorporated as Exhibit A. Such work shall be done in conformance with the Scope of Work identified 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.

II. COMPENSATION

The City agrees to pay and the Contractor agrees to accept the per hydrant rate as provided in Contractor's proposal attached and incorporated as Exhibit B. Payment to the Consultant shall be made per the terms as identified in Exhibit A.

III. INSURANCE

The Contractor shall maintain during the course of the project, 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 Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment
 - (5) Specialized Equipment

- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$600,000 per person/per accident

Uninsured Motorists:
\$25,000 per person
\$50,000 per person

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability:
Worker's Compensation \$500,000 per employee or per disease
Employers' Liability \$1,000,000
- 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 engineers and/or surveyor's fee on the project, whichever is greater.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of 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 that they

would otherwise be if maintained by the City. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Public Works Director may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the Public Works Director, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Public Works Director.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of two years following the date of acceptance of final completion, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. 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 Contractor's services, the Contractor 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 Contractor 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.

VIII. NOTICES

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

If to City:

City of De Pere
Attention: Public Works Director
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Davies Water, a division of Ferguson
Waterworks
Attn: John Paalman
5350 North Richmond Street
Appleton, WI 54915

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

**DAVIES WATER, A DIVISION OF
FERGUSON WATERWORKS**

By:

CITY OF DE PERE

By:

Print Name: _____
Title: _____

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana L. Defnet, Clerk-Treasurer

Approved as to Form:

City Attorney

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Davies Water, a Division of Ferguson Waterworks
Hydrant Painting Contract
Page 5 of 5

Attachment: Ferguson (hydrant painting) 6-14-169-002-14 (2285 : Resolution #14-68, Authorizing Hydrant Painting Contract)



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

May 9, 2014

Mr. John Paalman
Ferguson Waterworks Services
5350 North Richmond Street
Appleton, WI 54915

**RE: Request for Proposals
Hydrant Painting**

The **City of De Pere, Village of Ashwaubenon, and Village of Howard** are requesting a proposal from your firm to paint existing hydrants in each community. The work under this proposal includes providing labor, materials, and services associated with preparing, priming and painting approximately 400 hydrants in the City of De Pere, approximately 200 hydrants in the Village of Ashwaubenon, and approximately 50 hydrants in the Village of Howard. All work must conform to the accepted practices for sandblasting and painting of hydrants and the proposal should reflect the necessary effort to perform this work and any additional efforts the firm feels are necessary to complete the project. Subcontracting is not permitted.

Scope of Work:

1. Workmanship

All work shall be done in a workmanlike manner so that the finished surfaces will be free from **rust, bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks**. All coats shall be applied in such a manner as to produce an even film of uniform thickness, completely coating all corners and crevices, including the undersides of nozzles and flanges.

All hydrant caps should be tightened down prior to blasting, preventing any damage or painting of the nozzle threads

2. Atmospheric Conditions

As specified, all paints shall be applied only to surfaces that are thoroughly dry and only under such combination of humidity and temperatures of the atmosphere and surfaces to be painted as will cause evaporation rather than condensation. In no case, shall any paint be applied to moist or frosty surfaces.

3. Contractor Responsibilities

The contractor shall be responsible for all permits, blasting, painting, and disposal of debris associated with blasting, meeting all federal, state and local regulations and standards that are in any way applicable.

The contractor shall supervise and direct the work using his/her best skill and attention, and shall be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the work.

Contractor shall comply with all OSHA requirements.

All blasting and painting work will be done in containment.

The contractor shall provide protection to any sidewalk, driveway, surrounding paved areas, turf and/or landscaping, adjacent structures, and trees so sandblasting and spray primer/paint materials does not discolor or damage said sidewalk, driveway, surrounding paved areas, turf and/or landscaping, adjacent structures, and trees so. Any paint that adheres to adjacent surfaces must be cleaned off, especially sidewalks.

The contractor is responsible for two (2) additional attempts to sandblast, prime and paint any hydrants that are passed due to a hazard preventing contractor from completing the work during normal progress (i.e. car parked too close). The contractor shall notify the Water Foreperson before the end of each day regarding hydrants that have been passed over due to hazards.

The contractor is responsible to provide at all times, adequate traffic/pedestrian control per the Manual of Uniform Traffic Control Devices requirements. This shall include, but is not limited to, Public Works and/or Police Department notification of road closures, installation of signs, barricades, fencing, etc. protecting all hazards.

The contractor will provide the Water Utility 48 hours' notice prior to commencing any work. This notice will provide the dates and locations of the work being done, in order for the Water Utility to provide notification that may be necessary and to conduct an inspection upon completion of the work.

The contractor will notify the Water Utility of any accidents, injuries, or complaints by the general public to allow the Water Utility to follow up on these matters.

All other damages that occur will be the responsibility of the contractor to repair or replace.

4. Water Utility Responsibilities

The Water Utility of each municipality will provide street maps showing which hydrants are to be painted.

The Water Utility of each municipality will provide the contractor a list of hydrant with cap colors.

5. **Surface Preparation**

Brush-Off Blast Cleaning - Blast all surfaces to be coated using a **non-silica** type blasting media (or equal). Blasting must be done to the complete above-ground portion of the hydrant to assure removal of all rust and debris in accordance with SSPC-SP 6 (NACE 3), which is an abrasive blast with angular abrasive to remove all visible mill scale, rust, coating, oxides, corrosion products, and other foreign matter. Minimum surface profile is (1mil).

All metal/cast surfaces shall receive an abrasive blast that will remove paint, and rust from each hydrant that includes barrel, caps, and chains.

All blasting and painting work will be done in containment.

Contractor is responsible for cleanup of excess sandblast material from the sidewalk, driveway, surrounding paved areas, turf and/or landscaping. All blasting material from sandblast operations shall be removed from the site the same day it is placed. Under no circumstances will debris be left on the terrace areas over the weekend unless otherwise approved by the Water Utility.

6. **Complete Primer Coating**

Hydrants shall have all exposed above ground surfaces spray applied with Devran 224 QC Low Temperature Cure Epoxy Primer (or equal) applied to a minimum 5 mil dry film thickness immediately after sandblasting. Drying time between coats shall be as recommended by the paint manufacturer.

All primer painting work will be done in containment.

7. **Hydrant Painting**

All painting work will be done in containment.

The final hydrant painting shall be specified by the following community requirements.

City of De Pere:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devoe Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Hazard Yellow" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors will be blue, green, orange, and red. Contractor shall submit paint color samples for caps to the Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant except for the color.

Village of Ashwaubenon:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devco Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Hazard Yellow" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors will be green, orange, and red. Contractor shall submit paint color samples for caps to the Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant except for the color.

Village of Howard:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devco Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Red" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors will be blue, green, orange, and red. Contractor shall submit paint color samples for caps to the Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant except for the color.

8. Hours of Work

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the Water Utility of each municipality.

9. Warranty

All work shall be warranted for a period of two (2) years from the date of final completion.

10. Payment

Payment shall be made when the following conditions have been met:

- 1) The Water Utility has inspected and has determined that all the specifications and conditions have been met to the Water Utility's satisfaction.
- 2) A detailed invoice is submitted to the individual Water Utility for the specific municipality showing which hydrants have been completed.

Schedule:

All hydrant painting for the City of De Pere, Village of Ashwaubenon, and Village of Howard shall be completed by October 1, 2014.

Insurance Requirements:

The firm shall be required to provide 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 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 engineers and/or surveyor's fee on the project, whichever is greater.

All proposals should include the following information:

1. **Previous Experience:** Contractor must submit at least five (5) references for hydrant painting done in the past two (2) years.
2. **Cost:** Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.

Sealed proposals marked **“Hydrant Painting Bid”** on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later than 2 p.m. on Wednesday, June 4, 2014.

The City of De Pere, Village of Ashwaubenon, and Village of Howard reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the respective Village Boards or City Council deems most favorable to the best interest of their community;

If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Attachment: Exhibit A - Ferguson (2285 : Resolution #14-68, Authorizing Hydrant Painting Contract)

Village of Ashwaubenon Water Utility

2014 Hydrant Painting Proposal

The following proposal is submitted to: Village of Ashwaubenon Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the Village of Ashwaubenon to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the Village of Ashwaubenon's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Ashwaubenon's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant:	\$	
Brand of Paint:		
Product Name:		
Product Series :		
Brand of Primer:		
Product Name:		
Product Series:		

Name of Firm

Address of Firm

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that

said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Attachment: Exhibit A - Ferguson (2285 : Resolution #14-68, Authorizing Hydrant Painting Contract)

City of De Pere Water Utility

2014 Hydrant Painting Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant: \$ _____

Brand of Paint: _____

Product Name: _____

Product Series : _____

Brand of Primer: _____

Product Name: _____

Product Series: _____

Name of Firm

Address of Firm

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that

said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Attachment: Exhibit A - Ferguson (2285 : Resolution #14-68, Authorizing Hydrant Painting Contract)

Village of Howard Water Utility

2014 Hydrant Painting Proposal

The following proposal is submitted to: Village of Howard Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the Village of Howard to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the Village of Howard's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Howard's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant:	\$	
Brand of Paint:		
Product Name:		
Product Series :		
Brand of Primer:		
Product Name:		
Product Series:		

Name of Firm

Address of Firm

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: _____
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that

said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

Estimated Start Date: _____

Attachment: Exhibit A - Ferguson (2285 : Resolution #14-68, Authorizing Hydrant Painting Contract)

City of De Pere Water Utility

Revised 2014 Hydrant Painting Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant: \$ 71.50

Price per Hydrant for Lead Testing: \$ 25.00

Price per Hydrant for Lead Paint Disposal: \$ 8.00

Brand of Paint: Devore

Product Name: 379 UVA

Product Series: " "

Brand of Primer: Devran

Product Name: 224 HS

Product Series: " "

Davies Services
Name of Firm

5350 N Richmond ST Appleton WI
Address of Firm

920-740-3131
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Ferguson (DBA) Davies Services
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.



Signature of Bidder

6-3-14

Date

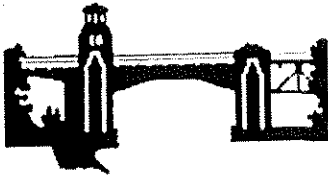
John Paalman

Print or Type Name of Bidder

Services Manager

Title

Estimated Start Date: July 15-20



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

May 30, 2014

ADDENDUM NO. 2 HYDRANT PAINTING

TO: Prospective Bidders

FROM: City of De Pere

Notice is hereby given that the contract documents for the **Hydrant Painting** are amended as hereinafter set forth. If you will be submitting a bid for **Hydrant Painting**, you must sign this addendum and include it with your submittal.

This addendum consists of 8 pages.

Delete Addendum No. 1 Hydrant Painting

CHANGES TO THE GENERAL REQUIREMENTS FOR ADDENDUM NO. 2:

1. Under Scope of Work

4. Water Utility Responsibilities, insert the following:

If the contractor feels a hydrant has lead based paint and was installed prior to 1985 then the contractor shall notify the Water Utility immediately. The contractor will then have the paint tested for lead. The Water Utility is responsible for all costs associated with testing the hydrants for the presents of Lead base paint. Payment for this work will be done under the bid item "Price per Hydrant for Lead Testing.

If the Lead test shows that Lead is detected, the Water Utility is responsible for all costs associated with disposing of the lead base paint waste. Payment for this work will be done under the bid item "Price per Hydrant for Lead Paint Disposal.

CHANGES TO PROJECT BID DOCUMENTS:

1. Delete "Village of Ashwaubenon Water Utility 2014 Hydrant Painting Proposal" and replace with "Village of Ashwaubenon Water Utility **Revised 2014 Hydrant Painting Proposal**"
2. Delete "City of De Pere Water Utility 2014 Hydrant Painting Proposal" and replace with "City of De Pere Water Utility **Revised 2014 Hydrant Painting Proposal**"
3. Delete "Village of Howard Water Utility 2014 Hydrant Painting Proposal" and replace with "Village of Howard Water Utility **Revised 2014 Hydrant Painting Proposal**"

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Acknowledged by:



Date:

6-3-14



De Pere Fire Rescue

Memo

To: Scott Thoresen
From: Assistant Chief Jim Stupka
Date: December 21, 2011
Re: Hydrant Marking

I would like to suggest changing our color coding scheme on the hydrants installed to assure emergency services is aware of the volume present. Many times the nature of the emergency precludes verifying the capacity of a hydrant off of a map. Generally the first unit on scene calls out a location for the closest available source on approach. The national standard for hydrant marking is regulated under NFPA 291- *Fire Flow Testing and Marking of Hydrants*.

5.1 Classification of Hydrants.

Hydrants should be classified in accordance with their rated capacities [at 20 psi (1.4 bar) residual pressure or other designated value] as follows:

- (1) Class AA — Rated capacity of 1500 gpm (5680 L/min) or greater
- (2) Class A — Rated capacity of 1000–1499 gpm (3785–5675 L/min)
- (3) Class B — Rated capacity of 500–999 gpm (1900–3780 L/min)
- (4) Class C — Rated capacity of less than 500 gpm (1900 L/min)

5.2 Marking of Hydrants.

5.2.1 Public Hydrants.

5.2.1.1 All barrels are to be chrome yellow except in cases where another color has already been adopted.

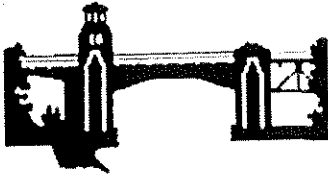
5.2.1.2 The tops and nozzle caps should be painted with the following capacity-indicating color scheme to provide simplicity and consistency with colors used in signal work for safety, danger, and intermediate condition:

- (1) Class AA — Light blue
- (2) Class A — Green
- (3) Class B — Orange
- (4) Class C — Red

5.2.1.3 For rapid identification at night, it is recommended that the capacity colors be of a reflective-type paint.

5.2.1.4 Hydrants rated at less than 20 psi (1.4 bar) should have the rated pressure stenciled in black on the hydrant top.

5.2.1.5 In addition to the painted top and nozzle caps, it can be advantageous to stencil the rated capacity of high-volume hydrants on the top.



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

May 30, 2014

ADDENDUM NO. 2 HYDRANT PAINTING

TO: Prospective Bidders

FROM: City of De Pere

Notice is hereby given that the contract documents for the **Hydrant Painting** are amended as hereinafter set forth. If you will be submitting a bid for **Hydrant Painting**, you must sign this addendum and include it with your submittal.

This addendum consists of 8 pages.

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CHANGES TO THE GENERAL REQUIREMENTS FOR ADDENDUM NO. 2:

1. Under Scope of Work

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If the contractor feels a hydrant has lead based paint and was installed prior to 1985 then the contractor shall notify the Water Utility immediately. The contractor will then have the paint tested for lead. The Water Utility is responsible for all costs associated with testing the hydrants for the presents of Lead base paint. Payment for this work will be done under the bid item "Price per Hydrant for Lead Testing.

If the Lead test shows that Lead is detected, the Water Utility is responsible for all costs associated with disposing of the lead base paint waste. Payment for this work will be done under the bid item "Price per Hydrant for Lead Paint Disposal.

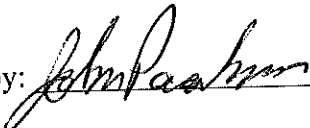
CHANGES TO PROJECT BID DOCUMENTS:

1. Delete "Village of Ashwaubenon Water Utility 2014 Hydrant Painting Proposal" and replace with "Village of Ashwaubenon Water Utility **Revised 2014 Hydrant Painting Proposal**"
2. Delete "City of De Pere Water Utility 2014 Hydrant Painting Proposal" and replace with "City of De Pere Water Utility **Revised 2014 Hydrant Painting Proposal**"
3. Delete "Village of Howard Water Utility 2014 Hydrant Painting Proposal" and replace with "Village of Howard Water Utility **Revised 2014 Hydrant Painting Proposal**"

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Acknowledged by:  Date: 6-3-14

Village of Ashwaubenon Water Utility

Revised 2014 Hydrant Painting Proposal

The following proposal is submitted to: Village of Ashwaubenon Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the Village of Ashwaubenon to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the Village of Ashwaubenon's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Ashwaubenon's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant:	\$ <u>71.50</u>
Price per Hydrant for Lead Testing:	\$ <u>25.00</u>
Price per Hydrant for Lead Paint Disposal:	\$ <u>8.00</u>
Brand of Paint:	<u>Devoe</u>
Product Name:	<u>379 UVA</u>
Product Series:	<u>11 11</u>
Brand of Primer:	<u>Devran</u>
Product Name:	<u>224 HS</u>
Product Series:	<u>11 11</u>

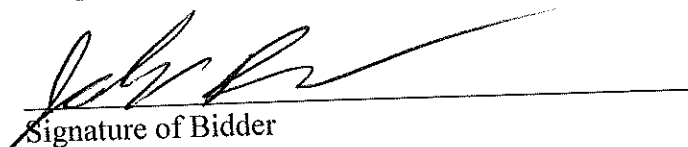
Davies Services
Name of Firm

5350 N Richmond ST Appleton WI
Address of Firm

920-740-3131
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Ferguson (DBA) Davies water
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


Signature of Bidder

6-3-14
Date

John Paalman
Print or Type Name of Bidder

Services manager
Title

Estimated Start Date: July 15-30

City of De Pere Water Utility

Revised 2014 Hydrant Painting Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant:	\$ <u>71.50</u>
Price per Hydrant for Lead Testing:	\$ <u>25.00</u>
Price per Hydrant for Lead Paint Disposal:	\$ <u>8.00</u>
Brand of Paint:	<u>Devco</u>
Product Name:	<u>379 UVA</u>
Product Series:	<u>" "</u>
Brand of Primer:	<u>Devcon</u>
Product Name:	<u>224 HS</u>
Product Series:	<u>" "</u>

Davies Services
Name of Firm

5350 N Richmond ST Appleton WI
Address of Firm

920-740-3131
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Ferguson (DBA) Davies Services
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.



Signature of Bidder

6-3-14

Date

John Paalman

Print or Type Name of Bidder

Services Manager

Title

Estimated Start Date: July 15-20

Village of Howard Water Utility

Revised 2014 Hydrant Painting Proposal

The following proposal is submitted to: Village of Howard Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the Village of Howard to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the Village of Howard's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Howard's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant: \$ 71.50

Price per Hydrant for Lead Testing: \$ 25.00

Price per Hydrant for Lead Paint Disposal: \$ 8.00

Brand of Paint: Devco

Product Name: 379 UVA

Product Series: 1" 1"

Brand of Primer: Devran

Product Name: 224 HS

Product Series: 1" 1"

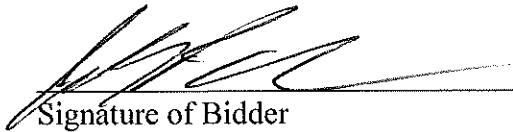
Davies Services
Name of Firm

5350 N Richmond ST Appleton WI
Address of Firm

920-740-3131
Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Ferguson (DBA) Davies Services
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


Signature of Bidder

6-3-14
Date

John Paalman
Print or Type Name of Bidder

services Manager
Title

Estimated Start Date: July 15-30

925 South Sixth Street
DePere, WI 54115-1199
Works
Phone: 920-339-8095
sthoresen@mail.de-pere.org
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public

May 30, 2014

ADDENDUM NO. 2
HYDRANT PAINTING

TO: Prospective Bidders

FROM: City of De Pere

Notice is hereby given that the contract documents for the **Hydrant Painting** are amended as hereinafter set forth. If you will be submitting a bid for **Hydrant Painting**, you must sign this addendum and include it with your submittal.

This addendum consists of 8 pages.

Delete Addendum No. 1 Hydrant Painting

CHANGES TO THE GENERAL REQUIREMENTS FOR ADDENDUM NO. 2:

- Under Scope of Work

4. Water Utility Responsibilities, insert the following:

If the contractor feels a hydrant has lead based paint and was installed prior to 1985 then the contractor shall notify the Water Utility immediately. The contractor will then have the paint tested for lead. The Water Utility is responsible for all costs associated with testing the hydrants for the presents of Lead base paint. Payment for this work will be done under the bid item "Price per Hydrant for Lead Testing.

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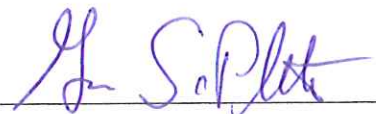
CHANGES TO PROJECT BID DOCUMENTS:

- Delete "Village of Ashwaubenon Water Utility 2014 Hydrant Painting Proposal" and replace with "Village of Ashwaubenon Water Utility **Revised 2014 Hydrant Painting Proposal**"
- Delete "City of De Pere Water Utility 2014 Hydrant Painting Proposal" and replace with "City of De Pere Water Utility **Revised 2014 Hydrant Painting Proposal**"
- Delete "Village of Howard Water Utility 2014 Hydrant Painting Proposal" and replace with "Village of Howard Water Utility **Revised 2014 Hydrant Painting Proposal**"

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Acknowledged by:  Date: 6-2-14

Village of Ashwaubenon Water Utility

Revised 2014 Hydrant Painting Proposal

The following proposal is submitted to: Village of Ashwaubenon Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the Village of Ashwaubenon to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the Village of Ashwaubenon's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Ashwaubenon's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant:	\$ <u>93.00</u>
_____	_____
Price per Hydrant for Lead Testing:	\$ <u>90.00</u>
_____	_____
Price per Hydrant for Lead Paint Disposal:	\$ <u>1180.00</u>
_____	_____
Brand of Paint:	<u>Per Spec</u>
_____	_____
Product Name:	_____
_____	_____
Product Series :	_____
_____	_____
Brand of Primer:	_____
_____	_____
Product Name:	_____
_____	_____
Product Series:	_____
_____	_____

GREAT LAKES PROTECTIVE COATINGS INC

Name of Firm

6835 Edgewood CT Sturgeon Bay

Address of Firm

920 559-1111

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of:

GLPCI and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Gene S. Plante

Signature of Bidder

6-2-14

Date

Gene LaPlante

Print or Type Name of Bidder

Pres

Title

Estimated Start Date: SEPT

City of De Pere Water Utility

Revised 2014 Hydrant Painting Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant: \$ 93.00

Price per Hydrant for Lead Testing: \$ 90

Price per Hydrant for Lead Paint Disposal: \$ 1180⁰⁰

Brand of Paint: Per Spec

Product Name: _____

Product Series : _____

Brand of Primer: _____

Product Name: _____

Product Series: _____

GREAT LAKES Protective coatings inc

Name of Firm

6835 Edgewood Ct Sturgeon Bay WI

Address of Firm

920 559-1111

Telephone Number

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative

GLPCI

of:

and that

the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that

said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Gene ScPlante

6-2-14

Signature of Bidder

Date

Gene ScPlante

Pres

Print or Type Name of Bidder

Title

Estimated Start Date: sept

Village of Howard Water Utility

Revised 2014 Hydrant Painting Proposal

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Price per Hydrant: \$ 93.00

Price per Hydrant for Lead Testing: \$ 90.00

Price per Hydrant for Lead Paint Disposal: \$ ~~1180.00~~

Brand of Paint: _____

Product Name: _____

Product Series : _____

Brand of Primer: _____

Product Name: _____

Product Series: _____

Great Lakes Protective coatings inc

Name of Firm

6835 Edgewood Ct Sturgeon Bay WI

Address of Firm

920 559-1111

Telephone Number

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representative GLPCI of:

and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Gene LaPlante

Signature of Bidder

6-2-14

Date

Gene LaPlante

Print or Type Name of Bidder

President

Title

Estimated Start Date:

SEPT



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

May 30, 2014

ADDENDUM NO. 2 HYDRANT PAINTING

TO: Prospective Bidders

FROM: City of De Pere

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Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

Acknowledged by:



Date:

6/3/2014

Village of Ashwaubenon Water Utility

Revised 2014 Hydrant Painting Proposal

The following proposal is submitted to: Village of Ashwaubenon Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

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Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Ashwaubenon's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant: \$ 260⁰⁰

Price per Hydrant for Lead Testing: \$ 500⁰⁰

Price per Hydrant for Lead Paint Disposal: \$ 1000⁰⁰

Brand of Paint: Sherwin Williams

Product Name: Corothane 1 Aliphatic

Product Series: _____

Brand of Primer: Sherwin Williams

Product Name: Corothane 1

Product Series: Galvalac Zinc Primer

Thul Specialty Contracting, Inc.
Name of Firm

P.O. Box 322 Elk River, MN 55330
Address of Firm

763 576 8790
Telephone Number

Thul Specialty Contracting, Inc.
PO Box 322
Elk River, MN 55330

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Thul Specialty Contracting, Inc.
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.



Signature of Bidder

6/3/2014

Date

Robert M. Thul

Print or Type Name of Bidder

President

Title

Estimated Start Date: 8/15/2014

Thul Specialty Contracting, Inc.
PO Box 322
Elk River, MN 55330

City of De Pere Water Utility

Revised 2014 Hydrant Painting Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant:	\$ <u>268⁰⁰</u>
Price per Hydrant for Lead Testing:	\$ <u>500⁰⁰</u>
Price per Hydrant for Lead Paint Disposal:	\$ <u>1000⁰⁰</u>
Brand of Paint:	<u>Sherwin Williams</u>
Product Name:	<u>Corothane 1 Aliphatic</u>
Product Series :	_____
Brand of Primer:	<u>Sherwin Williams</u>
Product Name:	<u>Corothane 1</u>
Product Series:	<u>Galvalac Zinc Primer</u>
<u>Thul Specialty Contracting, Inc.</u>	
Name of Firm	<u>P.O. Box 322, Elk River, MN 55330</u>
Address of Firm	<u>763576 8790</u>
Telephone Number	Thul Specialty Contracting, Inc. PO Box 322 Elk River, MN 55330

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Thul Specialty Contracting, Inc
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

[Signature]
Signature of Bidder

6/3/2014
Date

Robert M. Thul
Print or Type Name of Bidder

President
Title

Estimated Start Date: 7/15/2014

Experience:

We have not done a lot of Hydrant Painting
We did do this same process on 30 electrical
Cabinets for Metropolitan Council Environmental
Services, Seneca WWTF. We also did the
Same process on several air handling
units @ City of Cold Spring MN. WWTF
Both Jobs Required the same type of Containment
We Also have a contract with the City
of St. Cloud, MN to perform maintenance
ON 600 Fire Hydrants.

Thul Specialty Contracting, Inc.
PO Box 322
Elk River, MN 55330

Village of Howard Water Utility Revised 2014 Hydrant Painting Proposal

The following proposal is submitted to: Village of Howard Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the Village of Howard to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the Village of Howard's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the Village of Howard's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant:	\$ <u>260⁰⁰</u>
Price per Hydrant for Lead Testing:	\$ <u>500⁰⁰</u>
Price per Hydrant for Lead Paint Disposal:	\$ <u>1000⁰⁰</u>
Brand of Paint:	<u>Sherwin Williams</u>
Product Name:	<u>Coro Hane 1 Aliphatic</u>
Product Series :	
Brand of Primer:	<u>Sherwin Williams</u>
Product Name:	<u>Coro Hane 1</u>
Product Series:	<u>Galvalac Zinc Primer</u>

Thul Specialty Contracting, Inc.
Name of Firm

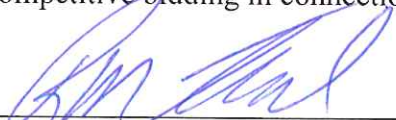
P.O. Box 322 Elk River, MN 55330
Address of Firm

7635768790
Telephone Number

Thul Specialty Contracting, Inc.
PO Box 322
Elk River, MN 55330

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Thul Specialty Contracting, Inc.
and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


Signature of Bidder

6/3/2014
Date

Robert M Thul
Print or Type Name of Bidder

President
Title

Estimated Start Date: 8/1/2014

Thul Specialty Contracting, Inc.
PO Box 322
Elk River, MN 55330

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 17, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #14-69, Approving Compliance Maintenance Annual Report for Wastewater Collection System.

Update: The Board of Public Works recommends approval of the Compliance Maintenance Annual Report (CMAR) for the wastewater collection system for submittal to the Wisconsin Department of Natural Resources.

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.

ATTACHMENTS:

- Reso14-69 (DOCX)
- CMAR (PDF)

RESOLUTION #14-69

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 attached Compliance Maintenance Annual Report for the reporting year 2013 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 to the State Wisconsin Department of Natural Resources.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of June, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

COMPLIANCE MAINTENANCE ANNUAL REPORT

13.b

Facility Name: De Pere, City

Last Updated:
6/3/2014

Reporting Year: 2013

Financial Management

Questions		Points
1.	Person Providing This Financial Information	
	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
	☒ Yes (0 points) ☐ No (40 points) If No, please explain:	
3.	When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2013	0
	☒ 0-2 years ago (0 points) ☐ 3 or more years ago (20 points) ☐ Not Applicable (Private Facility)	
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
	☒ Yes ☐ No (40 points)	
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: 2013	0
	☒ 1-2 years ago (0 points) ☐ 3 or more years ago (20 points) ☐ Not Applicable Explain:	
	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

Attachment: CMAR (2288 : Resolution #14-69, to Approve the CMAR for Wastewater Collection System)

COMPLIANCE MAINTENANCE ANNUAL REPORT

13.b

Facility Name: De Pere, City

Last Updated:
6/3/2014

Reporting Year: 2013

Financial Management (Continued)

	5.2.2 Adjustments + \$0.00 if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)										
	5.2.3 Adjusted January 1st Beginning Balance \$150,000.00										
	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 										
	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)? ☒ Yes ☐ No Explain: 										
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? ☒ Yes (If yes, please provide major project information, if not already listed below) ☐ 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: center;">\$266000</td> <td style="text-align: center;">2014</td> </tr> <tr> <td>Sewer Rehabilitation - Spot Repairs and Lateral Replacement</td> <td style="text-align: center;">\$100000</td> <td style="text-align: center;">2014</td> </tr> </tbody> </table>		Project Description	Estimated Cost	Approximate Construction Year	Sewer Lining	\$266000	2014	Sewer Rehabilitation - Spot Repairs and Lateral Replacement	\$100000	2014
Project Description	Estimated Cost	Approximate Construction Year									
Sewer Lining	\$266000	2014									
Sewer Rehabilitation - Spot Repairs and Lateral Replacement	\$100000	2014									
7.	Financial Management General Comments:										

Attachment: CMAR (2288 : Resolution #14-69, to Approve the CMAR for Wastewater Collection System)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City	Last Updated: 6/3/2014	Reporting Year: 2013
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Financial Management (Continued)

Attachment: CMAR (2288 : Resolution #14-69, to Approve the CMAR for Wastewater Collection System)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City	Last Updated: 6/3/2014	Reporting Year: 2013
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Financial Management (Continued)

Attachment: CMAR (2288 : Resolution #14-69, to Approve the CMAR for Wastewater Collection System)

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

COMPLIANCE MAINTENANCE ANNUAL REPORT

13.b

Facility Name: De Pere, City

Last Updated:
6/3/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems

Questions		Points
1.	Do you have a Capacity, Management, Operation & Maintenance(CMOM) requirement in your WPDES permit?	
	☐ Yes ☒ No	
2.	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?	0
	☒ Yes (go to question 3) ☐ No (30 points) (go to question 4)	
3.	Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
	☒ Goals: Describe the specific goals you have for your collection system: Rehabilitate sewers in areas of street improvements. Identify sewer in easements, alleys and street resurfacing areas for lining. Indentify areas of inflow and infiltration. ☐ Organization: Do you have the following written organizational elements (check only those that you have): ☐ Ownership and governing body description ☐ Organizational chart ☐ Personnel and position descriptions ☐ Internal communication procedures ☐ Public information and education program ☒ Legal Authority: Do you have the legal authority for the following (check only those that apply): ☒ Sewer use ordinance Last Revised MM/DD/YYYY 12/18/2007 ☒ Pretreatment/Industrial control Programs ☒ Fat, Oil and Grease control ☒ Illicit discharges (commercial, industrial) ☒ Private property clear water (sump pumps, roof or foundation drains, etc) ☒ Private lateral inspections/repairs ☐ Service and management agreements ☒ Maintenance Activities: details in Question 4 ☒ Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly? ☒ State plumbing code ☒ DNR NR 110 standards ☒ Local municipal code requirements ☒ Construction, inspection and testing	

Attachment: CMAR (2288 : Resolution #14-69, to Approve the CMAR for Wastewater Collection System)

COMPLIANCE MAINTENANCE ANNUAL REPORT

13.b

Facility Name: De Pere, City

Last Updated:
6/3/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

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

Attachment: CMAR (2288 : Resolution #14-69, to Approve the CMAR for Wastewater Collection System)

COMPLIANCE MAINTENANCE ANNUAL REPORT

13.b

Facility Name: De Pere, City

Last Updated:
6/3/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

Manhole Inspections	20	% of system/year
Lift Station O&M	0	# per L.S./year
Manhole Rehabilitation	1	% of manholes rehabed
Mainline Rehabilitation	2	% of sewer lines rehabed
Private Sewer Inspections	0	% of system/year
Private Sewer I/I Removal	0	% of private services
Please include additional comments about your sanitary sewer collection system below:		

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

35.16	Total Actual Amount of Precipitation Last Year
29.19	Annual Average Precipitation (for your location)
106.7	Miles of Sanitary Sewer
0	Number of Lift Stations
0	Number of Lift Station Failure
0	Number of Sewer Pipe Failures
31	Number of Basement Backup Occurrences
31	Number of Complaints
4.407	Average Daily Flow in MGD
199.555	Peak Monthly Flow in MGD(if available)
	Peak Hourly Flow in MGD(if available)

Attachment: CMAR (2288 : Resolution #14-69, to Approve the CMAR for Wastewater Collection System)

COMPLIANCE MAINTENANCE ANNUAL REPORT

13.b

Facility Name: De Pere, City

Last Updated:
6/3/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

LIST OF SANITARY SEWER OVERFLOWS (SSO) REPORTED																		
Date	Location	Cause	Estimated Volume (MG)															
NONE REPORTED																		
** If there were any SSO's that are not listed above, please contact the DNR and stop work on this section until corrected. What actions were taken, or are underway, to reduce or eliminate SSO occurrences in the future?																		
PERFORMANCE INDICATORS <table border="1"> <tbody> <tr> <td>0.00</td> <td>Lift Station Failures(failures/ps/year)</td> </tr> <tr> <td>0.00</td> <td>Sewer Pipe Failures(pipe failures/sewer mile/yr)</td> </tr> <tr> <td>0.00</td> <td>Sanitary Sewer Overflows (number/sewer mile/yr)</td> </tr> <tr> <td>0.29</td> <td>Basement Backups(number/sewer mile)</td> </tr> <tr> <td>0.29</td> <td>Complaints (number/sewer mile)</td> </tr> <tr> <td>45.3</td> <td>Peaking Factor Ratio (Peak Monthly:Annual Daily Average)</td> </tr> <tr> <td>0.0</td> <td>Peaking Factor Ratio(Peak Hourly:Annual daily Average)</td> </tr> </tbody> </table>					0.00	Lift Station Failures(failures/ps/year)	0.00	Sewer Pipe Failures(pipe failures/sewer mile/yr)	0.00	Sanitary Sewer Overflows (number/sewer mile/yr)	0.29	Basement Backups(number/sewer mile)	0.29	Complaints (number/sewer mile)	45.3	Peaking Factor Ratio (Peak Monthly:Annual Daily Average)	0.0	Peaking Factor Ratio(Peak Hourly:Annual daily Average)
0.00	Lift Station Failures(failures/ps/year)																	
0.00	Sewer Pipe Failures(pipe failures/sewer mile/yr)																	
0.00	Sanitary Sewer Overflows (number/sewer mile/yr)																	
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0.29	Complaints (number/sewer mile)																	
45.3	Peaking Factor Ratio (Peak Monthly:Annual Daily Average)																	
0.0	Peaking Factor Ratio(Peak Hourly:Annual daily Average)																	
6.	Was infiltration/inflow(I/I) significant in your community last year?																	
	☒ Yes ☐ No If Yes, please describe: The City experiences high flows in some of the older areas.																	
7.	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?																	
	☐ Yes ☒ No If Yes, please describe:																	
8.	Explain any infiltration/inflow(I/I) changes this year from previous years?																	
	The City completed sewer lining and lateral replacement in some of the older areas.																	
9.	What is being done to address infiltration/inflow in your collection system?																	
	The City is completing additional lining and lateral replacements. We will also be completing internal joint sealing for leaking joints this year.																	

Attachment: CMAR (2288 : Resolution #14-69, to Approve the CMAR for Wastewater Collection System)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City	Last Updated: 6/3/2014	Reporting Year: 2013
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Sanitary Sewer Collection Systems (Continued)

Attachment: CMAR (2288 : Resolution #14-69, to Approve the CMAR for Wastewater Collection System)

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

COMPLIANCE MAINTENANCE ANNUAL REPORT

13.b

Facility Name: De Pere, City

Last Updated:

Reporting Year: 2013

WPDES No.0047341

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial Management	A	4.0	1	4
Collection Systems	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)

Attachment: CMAR (2288 : Resolution #14-69, to Approve the CMAR for Wastewater Collection System)

COMPLIANCE MAINTENANCE ANNUAL REPORT

13.b

Facility Name: De Pere, City

Last Updated:

Reporting Year: 2013

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. Regardless of grade, required for Collection Systems if SSO's were reported):	
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	

Attachment: CMAR (2288 : Resolution #14-69, to Approve the CMAR for Wastewater Collection System)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 17, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #14-70, Authorizing Donation Agreement Between the City of De Pere and the Greater Green Bay Figure Skating Club, Inc.

We have received a proposal from the Green Bay Figure Skating Club to participate in the purchase of the Zamboni done by the City of De Pere. The included agreement outlines the several contingencies that accompanies the Figure Skating Club's donation proposal.

ATTACHMENTS:

- Reso14-70 (DOCX)
- Greater GB Figure Skating 6-14-155-001-14 (DOCX)
- Exhibit A - Greater GB Figure Skating (DOCX)
- 20140409062501911 (PDF)
- Zamoni.graphics (DOCX)

RESOLUTION #14-70

AUTHORIZING DONATION AGREEMENT BETWEEN THE CITY OF DE PERE
AND THE GREATER GREEN BAY FIGURE SKATING CLUB, INC.

WHEREAS, the City is the owner of the De Pere Ice Arena ("Ice Arena") located at 1450 Fort Howard Avenue, De Pere, Wisconsin; and

WHEREAS, in February 2014, emergency replacement of the City ice resurfacing machine (Zamboni) for the Ice Arena was necessary, resulting in an unexpected City expenditure of \$75,000, which was not included in the City's 2014 budget; and

WHEREAS, the Greater Green Bay Figure Skating Club, in recognition of the City's unanticipated expenditure of these funds, has generously offered to donate money into the City's Ice Arena Capital Improvement fund to help fund future improvements to the Ice Arena, upon the terms and conditions identified in the Agreement attached and incorporated as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City is grateful to Greater Green Bay Figure Skating Club for their generous donation and authorizes the Mayor and Clerk-Treasurer to execute the Donation Agreement Between the City of De Pere and the Greater Green Bay Figure Skating Club, Inc. (Exhibit 1), subject to technical changes as deemed necessary by the Director of Parks, Recreation & Forestry and the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of June, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-70 (2281 : Resolution #14-70, approval of Donation from Green Bay Figure Skati)

**DONATION AGREEMENT BETWEEN THE CITY OF DE PERE AND
THE GREATER GREEN BAY FIGURE SKATING CLUB, INC.**

THIS AGREEMENT is entered into this _____ day of _____, 2014, by and between the City of De Pere, a Wisconsin Municipal Corporation, (“City”) and the Greater Green Bay Figure Skating Club, Inc., a Non-Stock Wisconsin Corporation (“Skating Club”).

WHEREAS, the City is the owner of the De Pere Ice Arena (“Ice Arena”) located at 1450 Fort Howard Avenue, De Pere, Wisconsin; and

WHEREAS, Skating Club is a core group user of the Ice Arena, renting many hours of ice time at the ice Arena for figure skating purposes; and

WHEREAS, in February 2014, emergency replacement of the City ice resurfacing machine (Zamboni) for the Ice Arena was necessary, resulting in an unexpected City expenditure of \$75,000, which was not included in the City’s 2014 budget; and

WHEREAS, Skating Club, in recognition of the City’s unanticipated expenditure of these funds, has generously offered to donate money into the City’s Ice Arena Capital Improvement fund to help fund future improvements to the Ice Arena, upon the terms and conditions contained in this Agreement; and

WHEREAS, the City and its Board of Park Commissioners are grateful to the Skating Club and other donors for their generous donations and wish to agree to the terms and conditions as set forth below.

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

1. Subject to the conditions and other provisions of this Agreement, the Skating Club agrees to donate \$12,500 to the City's Ice Arena Capital Improvement fund, to be used for major maintenance requirements at the Ice Arena. The \$12,500 donation shall be made over a five (5) year period, with the entire \$12,500 pledge being donated on or before July 1, 2019.
2. In recognition of such donation, City agrees to the following:
 - A. To place the Skating Club logo on the Zamboni as depicted on the diagram attached as Exhibit A.
 - B. To place donated funds in the City's Ice Arena Capital Improvement fund.
3. Further, in recognition of such donation, City agrees to, after receipt of the \$12,500 donation, the following:
 - A. To place a small decal on the Zamboni containing Skating Club membership names who participated in Skating Club fundraising activities.
 - B. To allow publication of Skating Club programs in the City's Parks & Recreation Department brochure.
4. The Zamboni and all Ice Arena improvements and facilities constructed using Ice Arena Capital Improvement funds shall remain the property of the City of De Pere.
5. No amendment to the terms or conditions of this Agreement shall be effective unless agreed to in and signed by all parties.
6. Any notice required or permitted hereunder shall be mailed, postage paid, to the following:

If to City:

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

Greater Green Bay Figure Skating Club
 Donation Agreement
 Page 2 of 3

If to Skating Club:

Dea Lemieux
1115 Roscoe Street
Green Bay, WI 54304

Dated this ____ day of _____, 2014.

**GREATER GREEN BAY FIGURE
SKATING CLUB, INC.**
By:

Print Name: _____
Title: _____

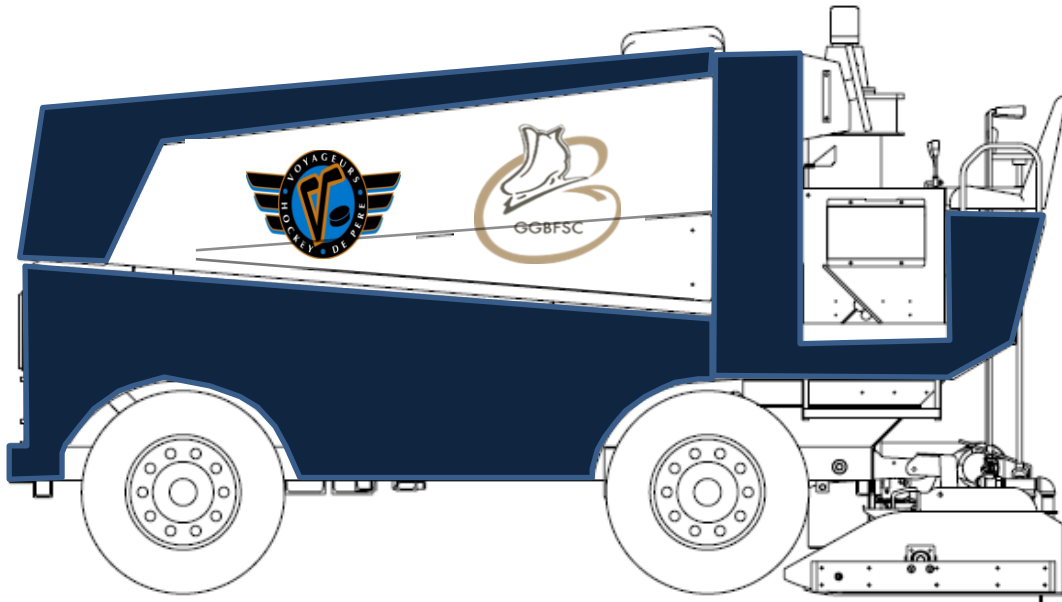
Print Name: _____
Title: _____

CITY OF DE PERE
By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2014\Greater GB Figure Skating 6-14-155-001-14.docx

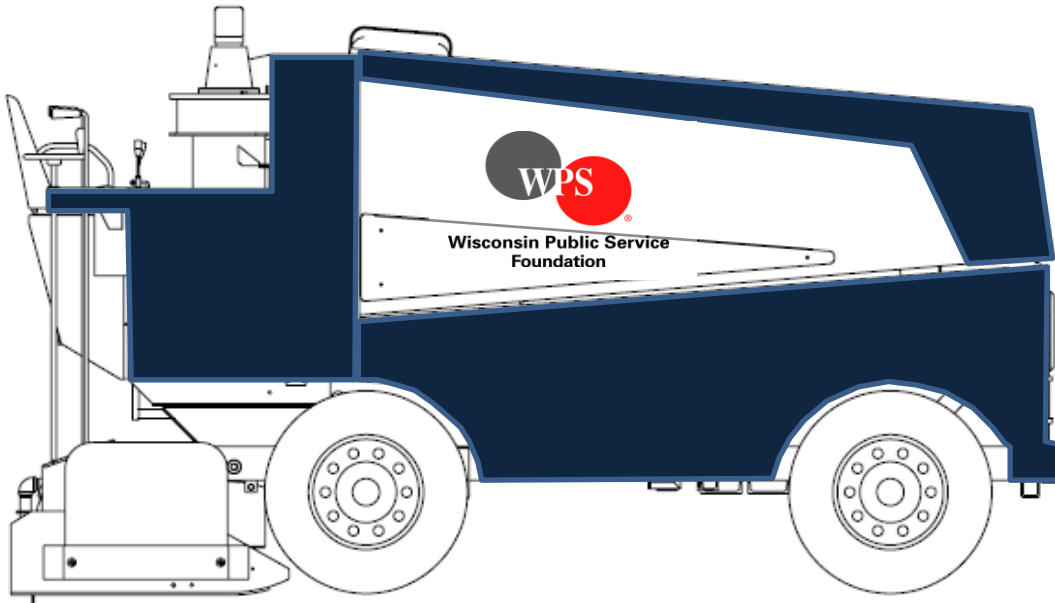


SCALE: 1" = 1'

SCALE: 1" = 1'

FRANK J. ZAMBONI & CO., INC.
THIS DOCUMENT AND THE INFORMATION THEREON
ARE THE PROPERTY OF FRANK J. ZAMBONI & CO., INC.
AND ARE NOT TO BE USED WITHOUT PERMISSION.

CAD FILE INFORMATION			REVISIONS		DESIGN	DATE	DESCR.
PART: DRAWING: ASSEMBLY:			EVALUATED FOR IT INDEX		CA	12/28/15	LEFT SIDE
			EVALUATED BY: J. CO. INC. 12/28/15				
			DATE: 12/28/15				
			MATERIAL:				
			TYPED:		CHECKED BY:	PART NO.	
			APPROVED BY:			540	



SCALE: 1" = 1'

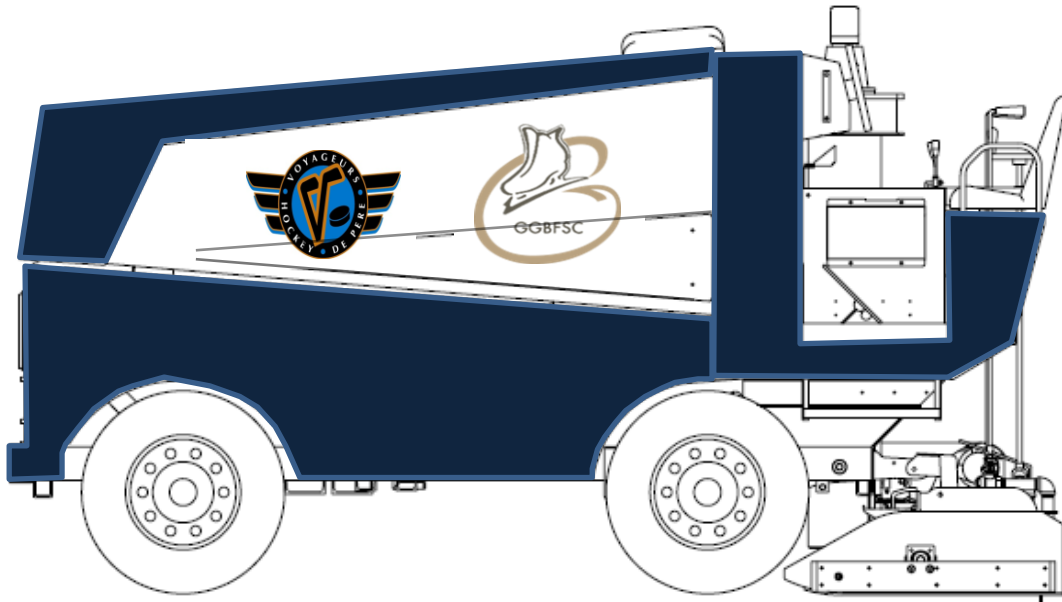
SCALE: 1" = 1'

			FRANK J. JAWSONI & CO. INC. THIS DOCUMENT AND THE INFORMATION THEREON ARE THE PROPERTY OF FRANK J. JAWSONI & CO. INC. AND ARE NOT TO BE USED WITHOUT PERMISSION.		
			REVISIONS	DATE	DESCR.
			1. CHANGED LINE TO HIDDEN 2. DIMENSIONS OF 1/2", 1/4", 3/8", 1/2" AND 3/4" TO 1"	02/28/2015	RIGHT SIDE

Greater Green Bay FSC Proposal for Donation for the Zamboni for the City of De Pere

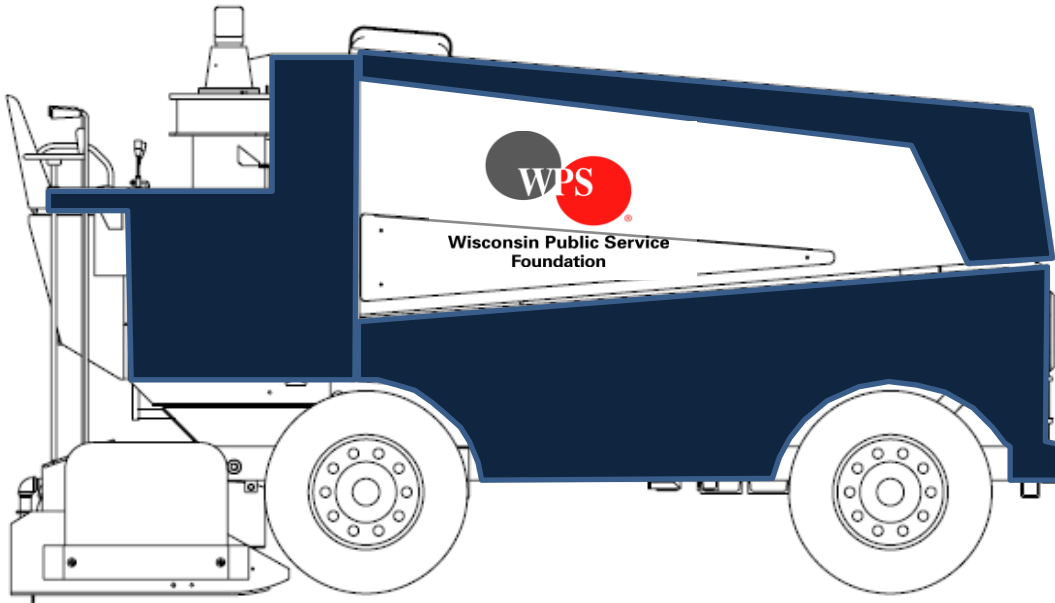
The Greater Green Bay Figure Skating Club would like to propose fundraising \$2500 a year for a period of five years for the purchase of the Zamboni at the De Pere Ice Arena. The first payment of \$2500 would be made on December 31st, 2014 and the remaining payments to be made on sequence years on the date of December 31st. The Greater Green Bay FSC will only commit to this donation if the following conditions are met by all involved parties.

- First De Pere Youth Hockey matches the \$12,500 donation.
- Second WPS matches both donations with a \$25,000 donation
- All donations go back into the capital improvement fund for the De Pere Ice Arena
- The City of De Pere does not arbitrarily raise ice fees for a period of five years outside of the existing contract with Brown County Ice Management
- That the City of De Pere advertises our programs in your program publications
- That our skaters that raise a total of \$200 through fundraising are able to sign their names as a sticker and apply it to the zamboni
- That we can put our logo on the ice



SCALE: 1" = 1'

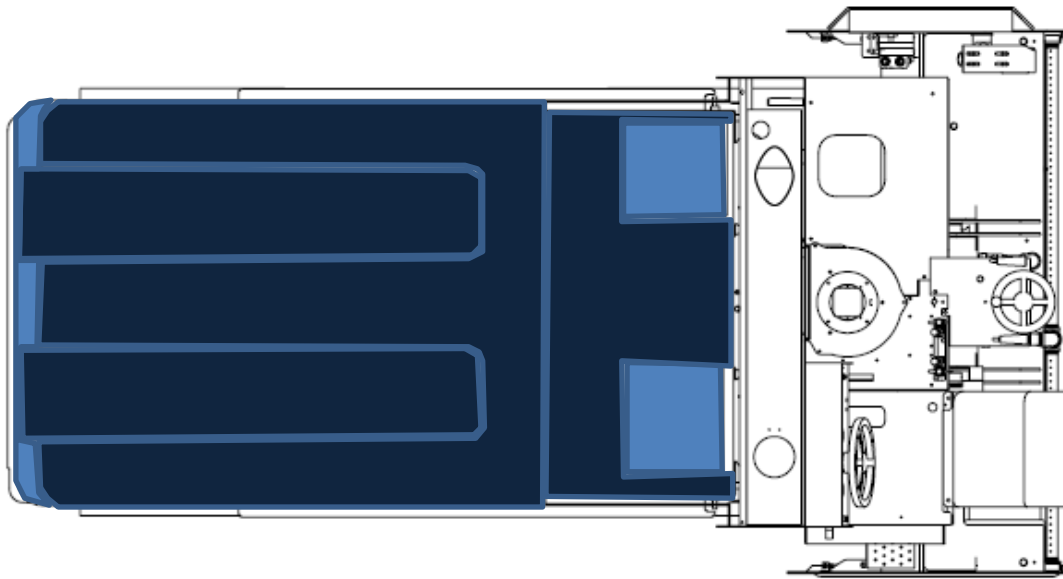
			REVISIONS	ENGINEER: J. J. ZAMONI DESIGNED BY: J. J. ZAMONI CHECKED BY: J. J. ZAMONI DATE: 12/28/10	DESIGN	DATE	DESCR.
					CA	12/28/10	LEFT SIDE
							PART NO. 540
CAD FILE INFORMATION	DIRECTORY:	ASSEMBLY:					
PART:	DRAWING:						



SCALE: 1" = 1'

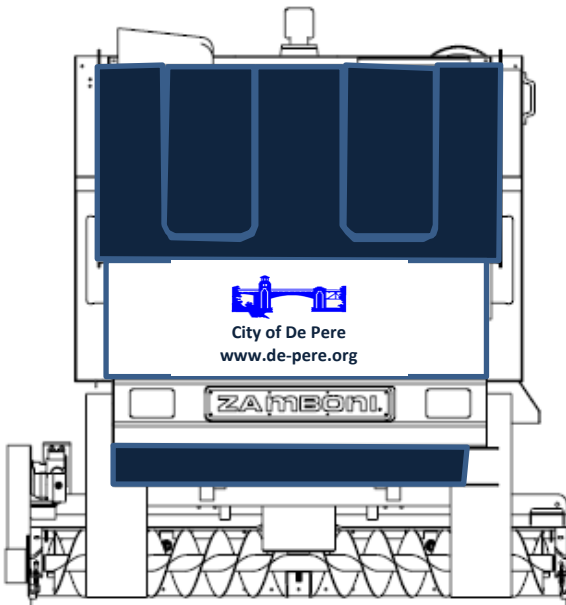
			REVISIONS	ENGINEER: J. J. ZAMONI DESIGNED BY: J. J. ZAMONI CHECKED BY: J. J. ZAMONI DATE: 12/28/10	DESIGN	DATE	DESCR.
					CA	12/28/10	RIGHT SIDE
							PART NO. 540
CAD FILE INFORMATION	DIRECTORY:	ASSEMBLY:					
PART:	DRAWING:						

Attachment: Zamoni.graphics (2281 : Resolution #14-70, approval of Donation from Green Bay Figure Skati)



SCALE: 1" = 1'

CAD FILE INFORMATION		REVISIONS		DESCRIPTION AND DATE	DESIGN	DATE	DESCR.
PART:	DRAWING:	ASSEMBLY:	DATE	DATE	CA	12/28/03	TOP VIEW
							PART NO. 540



SCALE: 1" = 1'

CAD FILE INFORMATION		REVISIONS		DESCRIPTION AND DATE	DESIGN	DATE	DESCR.
PART:	DRAWING:	ASSEMBLY:	DATE	DATE	CA	12/28/03	FRONT/REAR VIEW
							PART NO. 540

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 17, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #14-71, Authorizing Software License and Services Agreement with Halogen Software, Inc.

The pay for performance team has been working since February to develop a standard performance evaluation and determine in what areas employees should have their performance evaluated. The team felt it was important that the City consider an online performance management system. Therefore, we are seeking approval to implement an online performance evaluation system which is designed to automate and streamline the process.

The benefits of an online system include:

- Reduces time and money spent conducting and recording appraisals
- Improves quality of evaluations
- Provides supervisors with tools to help determine appropriate ratings which reduces subjectivity
- Ability to run reports/graphs
- Provides paperless reviews with electronic signatures
- Tracking of goals

The pay for performance team demoed four online performance management companies and is recommending using Halogen. Halogen works with over 1,500 organizations around the world for their performance management solution. Some of the benefits include:

- Standard template narrative to improve consistency and reduce subjectivity
- Ease of use and flexibility
- Use of a comprehensive library of competencies
- Narrative to describe each competency
- Ability for employees and supervisors to add performance notes throughout the year
- Provides supervisors with the ability to give feedback through the system throughout the year to employees
- Ability to use a 360 multi rater where peers and subordinates can provide feedback to the employee's supervisor
- Automated workflow and reminders to keep entire process moving until final approvals are in place

The initial set up cost to implement Halogen is \$11,830 (see attached contract) for the first year which includes online training for employees and supervisors. The annual fee after the first year is \$6,185 for the license fee and annual professional service fee. Funds are designated in the Human Resource's 2014 budget to cover this expense.

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

Thank you.

ATTACHMENTS:

- Reso14-71 (DOCX)
- Halogen contract 6-12-14 (PDF)

RESOLUTION #14-71

AUTHORIZING SOFTWARE LICENSE AND SERVICES AGREEMENT
WITH HALOGEN SOFTWARE INC.

WHEREAS, the Human Resources Department wishes to purchase software to assist with job description creation; and

WHEREAS, Halogen Software, Inc. has developed such a software program and has offered to license the software pursuant to the terms and conditions of the Subscription Software and Services Agreement attached and incorporated as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute such Subscription Software License and Services Agreement (Exhibit 1), subject to such changes deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of June, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-71 (2312 : Resolutoin #14-71, Authorizing Software License with Halogen)



Be Brilliant

SUBSCRIPTION SOFTWARE LICENSE AND SERVICES AGREEMENT

Contract No. 06-2014-866

THIS SUBSCRIPTION SOFTWARE LICENSE AND SERVICES AGREEMENT is entered into between: **Halogen Software Inc.**, ("Halogen") having a principal place of business at 495 March Road, Suite 100, Kanata, Ontario, CANADA K2K 3G1 and **City of De Pere** (the "**Customer**"), having a principal place of business at 335 S Broadway, De Pere, WI 54115, USA and is effective as of the date this Agreement has been signed by both parties ("**Effective Date**").

WHEREAS Halogen is a company that, among other things, has developed and is the owner of certain computer software programs;

AND WHEREAS Customer wishes to license the Software described in Appendix A and to procure the Services as described herein;

NOW THEREFORE in consideration of the mutual promises, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Customer and Halogen agree as follows:

1. SOFTWARE AND SERVICES

Customer hereby licenses and/or purchases the following Software, Documentation and/or Services at the stated quantities and prices from Halogen, subject to the General Terms and Conditions attached hereto as Schedule A.

ANNUAL SOFTWARE LICENSE SUBSCRIPTION & PROFESSIONAL SERVICES FEE

Description	License Term	No. of Licenses	Annual Subscription Fee
Halogen eAppraisal™ and e360 Multirater™, (Inclusive of M&S Fees and on-demand Hosting Services Fees)	Two (2) year subscription	80	US\$4,872.59
Annual Professional Services Fee – Continuous Advancement – Level I – Halogen eAppraisal™ and e360 Multirater™	As above	N/A	US\$1,312.00
TOTAL ANNUAL SOFTWARE LICENSE SUBSCRIPTION & PROFESSIONAL SERVICES FEE (EXCLUSIVE OF TAXES)			US\$6,184.59

ONE-TIME PROFESSIONAL SERVICES FEE

One-Time Professional Service Description	One-Time Professional Services Fee
Initial Launch – Level I – Halogen eAppraisal™ and e360 Multirater™	US\$4,320.00
3 End User Training Sessions – as described in Appendix D 1(c)	US\$1,325.00
TOTAL ONE-TIME PROFESSIONAL SERVICES FEE (EXCLUSIVE OF TAXES)	US\$5,645.00

The above pricing shall apply provided that this Agreement is executed and returned by Customer prior to **5:00 p.m. (ET) on June 23, 2014**.

2. PAYMENT TERMS

Customer agrees to the following payment terms with respect to Software and Services (as defined herein):

- (a) Annual Software License Subscription Fee. The Annual Software License Subscription Fee is comprised of the License, M&S, and Hosting Services Fees (if purchased). The first Annual Software License Subscription Fee for the initial licenses granted under this Agreement is due and payable within thirty (30) days of the Effective Date; subsequent years' Annual Software License Subscription Fees are due and payable on the anniversary of the Effective Date. Additional Annual Software License Subscription Fees applicable to any additional licenses purchased by Customer during the Term, as defined in Section 1(a) of Schedule A to this Agreement, will be calculated

Exhibit 1

in accordance with Halogen's then-current price list (prorated to the end of the remaining annual subscription period), and are due and payable within thirty (30) days of Customer's receipt of Halogen's invoice.

- (b) Annual Professional Services Fee. The first Annual Professional Services Fee for the initial licenses granted under this Agreement is due and payable within thirty (30) days of the Effective Date; subsequent years' Annual Professional Services Fees are due and payable on the anniversary of the Effective Date, unless Customer has provided notice in writing to Halogen of its intention not to renew the Annual Professional Services at least thirty (30) days prior to the end of (i) Year 1 of the initial subscription term, (ii) the initial subscription term or (iii) any renewal term. Additional Annual Professional Services Fees applicable to any additional licenses purchased by Customer during the Term, as defined in Section 1(a) of Schedule A to this Agreement, will be calculated in accordance with Halogen's then-current price list (prorated to the end of the remaining annual subscription period), and are due and payable within thirty (30) days of Customer's receipt of Halogen's invoice.
- (c) One-Time Professional Services Fee. The One-Time Professional Services Fee as specified in Section 1 of this Agreement, and as further described in Appendix D, is due and payable within thirty (30) days of the Effective Date. Fees for additional Professional Services are payable in accordance with the schedule set out in the applicable Services Agreement.
- (d) Expenses. Unless otherwise specified herein or in a Services Agreement, Customer shall reimburse Halogen for all reasonable travel and out-of-pocket expenses incurred by Halogen's representatives when traveling to perform any Services for Customer, in accordance with Halogen's then current Travel & Expense Guidelines, available on-line at http://www.halogensoftware.com/files/PDF/secure/travel_policy.php (password: halogen_travel). For clarity, Halogen acknowledges and agrees that no travel or out-of-pocket expenses shall be incurred other than in accordance with this Agreement and/or an executed Services Agreement.

3. PURCHASE ORDER AND INVOICING DETAILS

Customer hereby agrees either that:

- (i) It has generated a purchase order ("PO") to cover the total of the Fees and expenses specified in the Agreement,

and the PO number is: _____;

The PO document should be faxed to 775-640-9544 or emailed to ar@halogensoftware.com to ensure proper reference on invoices for the products and services purchased from Halogen.

OR

- (ii) A PO is not required to authorize payment in full to Halogen of the Fees and expenses specified herein.

Unless otherwise agreed by the parties in writing, Halogen shall send Customer's invoice to the following email address:

_____.

4. SCHEDULES/APPENDICES

The following schedules and appendices are attached to and form part of this Agreement:

Schedule A	General Terms and Conditions
Appendix A	Description of the Software
Appendix B	M&S Services
Appendix C	On-demand Hosting Services
Appendix D	Professional Services

5. ENTIRE AGREEMENT

This Agreement, including its Schedules and Appendices, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior statements, representations, discussions, negotiations and agreements, both oral and written. No modification, amendment or variation hereof shall be of effect or binding upon the parties hereto unless agreed to in writing by their authorized officers. For clarity, any pre-printed terms and conditions on Customer's purchase order or other similar document shall be of no force or effect.

6. COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which is deemed an original and all of which together constitute one instrument. Delivery of an executed counterpart of this Agreement by fax or e-mail transmission is deemed to be properly binding upon the delivering party.

7. AUTHORITY TO BIND

The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Halogen Software Inc.

City of De Pere

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: Halogen contract 6-12-14 (2312 : Resoltuion #14-71, Authorizing Software License with Halogen)

SCHEDULE A

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

- (a) In these General Terms and Conditions, including the Appendices hereto, unless the context requires otherwise, the following words and phrases have the respective meanings set out below:

"Affiliate" means, with respect to either party, any entity that directly or indirectly controls, is controlled by or is under the common control of a party for so long as such control lasts, where **"control"** of an entity means the ownership of at least fifty percent (50%) of the voting securities of the controlled entity.

"Agreement" means this Subscription Software License and Services Agreement, including these General Terms and Conditions, and the Appendices set out in Section 4 of the Agreement, as well as any extension, renewal or amendment signed by the parties hereto.

"Business Day" means Monday through Friday, excluding the following holidays recognized in the Province of Ontario, Canada: New Year's Day; Family Day; Good Friday; Victoria Day; Canada Day; Civic Holiday; Labor Day; Thanksgiving; Christmas Day; Boxing Day.

"Documentation" means the standard, English-language printed and electronic versions of all documentation intended for use with the Software, including but not limited to the Specifications, user manuals, system administrator manuals and other guides, but excluding training materials.

"Effective Date" means the date when both parties have signed this Agreement.

"Error" means any material and reproducible failure of the Software to operate and/or perform in accordance with the Documentation.

"Fees" means the fees payable for the License, M&S Services, Hosting Services, and Professional Services, specified in Section 1 of the Agreement.

"Hosting Services" means, if applicable, the hosted, on-demand services provided by Halogen for Customer's benefit pursuant to Section 5 and Appendix C.

"M&S Services" means those maintenance and support services provided by Halogen pursuant to Section 3 and Appendix B.

"Professional Services" means the services provided by Halogen pursuant to Section 4 and Appendix D, namely the One-Time Professional Services and the Annual Professional Services, as well as any services that Halogen may agree to provide pursuant to a Services Agreement.

"Review" means, if applicable, an evaluation document created for an employee or contractor of Customer using the Software.

"Services" means those services provided by Halogen as described in this Agreement and/or in a Services Agreement, inclusive of M&S Services, Hosting Services and Professional Services, as applicable.

"Services Agreement" means a mutually agreed upon executed document which describes the Professional Services.

"Software" means the version of the Halogen software program identified in Section 1 of the Agreement and described in Appendix A in object code format, and any releases, derivatives, improvements, translations, adaptations, alterations, revisions, extensions, changes, enhancements or modifications.

"Specifications" means the technical specifications for the Software identified and set out in the Documentation.

"Term" means the initial subscription term and any annual renewal term, as described in Section 7(a) of this Schedule A.

"Update" means a fix, patch or such other minor improvement, enhancement, modification or expansion of the Software (typically denoted by an increment to the Software's number immediately to the right of the decimal point, i.e. 12.1, and 12.2) as well as major revisions to and new versions of the Software (typically denoted by an increment to the Software's number to the left of the decimal point, i.e. 12.0 and 13.0), which are generally commercially distributed by Halogen as part of the M&S Services and for which Halogen does not impose a separate charge or license separately.

2. GRANT OF LICENSE

- (a) General Grant. During the Term, except as otherwise specified herein, Customer is hereby granted a non-transferable, non-assignable, non-exclusive, internal license, without right to sublicense, to use the number of licenses to the Software and Documentation specified in Section 1 of the Agreement solely for the purposes contemplated by and described in Appendix A, provided however that in respect of Halogen eRecruitment™, if applicable, such license use shall be limited to Customer Size (in respect of Halogen eRecruitment™) and Customer Size/Job Description Total (in respect of Halogen Job Description Builder™ when it is not licensed with any other module) (**"License"**). Notwithstanding the foregoing, Customer is hereby permitted to sublicense its right to use the Software and Documentation to its Affiliates, provided that: (i) Customer provides Halogen with a minimum of ten (10) days prior written notice of such sublicense; (ii) Customer remains solely responsible for the actions and/or inactions of such Affiliates; and (iii) the combined total of all Licenses does not exceed the maximum number of Licenses, or in the case of Halogen eRecruitment™ or Halogen Job Description Builder™ (if not licensed with any other module), if applicable, Customer Size (in respect of Halogen eRecruitment™) and Customer Size/Job Description Total (in respect of Halogen Job Description Builder™ if not licensed with any other module), specified in Section 1 of the Agreement.
- (b) Restrictions. Customer shall use the Software and Documentation solely for its internal business operations. Except as expressly authorized by this Agreement, Customer shall not, without Halogen's prior written consent: (i) use, copy, modify, adapt, improve, maintain, license, sublicense, lease, sell, rent, export, or grant other rights in and to the Software; (ii) transfer this Agreement or any license to use the Software in whole or in part; (iii) except as permitted by law, translate, reverse engineer, modify, adapt, create derivative works, decompile, merge, separate, disassemble or convert into human readable form or into another computer language, all or any part of the Software; (iv) remove any copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Software; or (v) disclose the results of any benchmark test of the Software to any third party. Customer is responsible for all activities conducted under its user logins and for its users' compliance with this Agreement. While using the Software and Documentation, Customer shall not: (i) send or store infringing or unlawful material; (ii) send or store malicious code; (iii) attempt to gain unauthorized access to, or

disrupt the integrity or performance of, the Software or the data contained therein; (iv) permit access to the Software by a direct competitor of Halogen; or (v) use the Software to provide any service to a third party.

- (c) Copies. If Customer's deployment is on-premise, Customer may make a reasonable number of copies of the Software for back-up or archival purposes. Notwithstanding the foregoing, absent Halogen's prior written permission, Customer is not authorized to install more than one instance of the Software. Customer may also make copies of the Documentation for use at Customer's premises as necessary to assist Customer in using the Software. Customer shall reproduce all confidentiality and proprietary notices upon such copies of the Software and Documentation.
- (d) Reserved Rights. Any rights not expressly granted herein shall be reserved for Halogen. Rights in and to the source code as well as rights in and to other information pertaining to the logic, design or structure of the Software are specifically excluded from the License.

3. MAINTENANCE & SUPPORT SERVICES

Halogen shall provide the M&S Services as described in Appendix B.

4. PROFESSIONAL SERVICES

Customer acknowledges and agrees that it must purchase One-Time Professional Services and Annual Professional Services in conjunction with the License. Upon request, Halogen may provide additional Professional Services, including, but not limited to training, consulting, database or data migration services. In support thereof and in accordance with the provisions of Appendix D, Halogen shall provide the Professional Services specified in Section 1 of the Agreement and such further Professional Services as may be specified from time to time in a Services Agreement.

5. HOSTING SERVICES

If purchased by Customer under the Agreement, Halogen shall provide Hosting Services during the Term: (i) in support of the number of Licenses, and/or Customer Size, if applicable, specified in Section 1 of the Agreement; and, (ii) in accordance with Appendix C. Unless otherwise agreed by the parties, the Hosting Services shall be provided in respect of one (1) hosted site only.

6. PAYMENTS

- (a) Fees and Expenses. Customer shall pay to Halogen the Fees and other expenses, as applicable, set out in Section 1 of the Agreement. Following the initial subscription term (as identified in Section 1 of this Agreement), Halogen reserves the right to increase the Annual Software License Subscription Fee and Annual Professional Services Fee as set out in Section 1 of the Agreement upon renewal upon not less than thirty (30) days notice.
- (b) No License Rights/Suspension. Customer acknowledges that Customer has no rights under this Agreement in respect of any undisputed unpaid Licenses and Professional Services. Halogen reserves the right to suspend the performance of any or all of its obligations hereunder upon not less than thirty (30) days prior written notice if undisputed amounts are unpaid when due and remain unpaid at the end of such notice period. Specifically, if Customer's deployment is on-demand, if Customer does not pay its annual Hosting Services Fee in a timely manner (which Fee is part of Customer's Annual Software License Subscription Fee), Halogen may terminate Customer's hosted access in accordance with Section 6 of Appendix C (Termination of Hosting Services).
- (c) Disputes. If Customer disputes the correctness of any part of Halogen's invoiced Fees or expenses, Customer shall advise Halogen within thirty (30) days from Customer's receipt of the applicable invoice, failing which such invoice must be paid in full

in accordance with the terms of this Agreement. Nothing in this clause allows Customer to delay payment of any part of the applicable invoice that is not in dispute.

- (d) Taxes. Customer shall provide Halogen with a tax exempt certificate, failing which, Customer shall pay all applicable duties, taxes or amounts due in lieu thereof owed by Customer, related in any way to this Agreement, exclusive only of taxes based on Halogen's net income.
- (e) Shipment. Unless otherwise agreed by the parties in writing, Halogen shall deliver the Software and Documentation electronically. If a physical shipment is required, it shall be FOB shipping point. Responsibility and title in the Software (to the extent that any title is transferred under this Agreement) shall pass to Customer as follows: (i) if physically shipped, once the Software is delivered to Halogen's commercial carrier; (ii) if electronically shipped absent any Hosting Services from Halogen, once Halogen delivers to Customer the applicable downloadable license file, or (iii) if electronically shipped to Customer for use in Halogen's hosted on-demand hosting environment, once the Software is made available to Customer. The Software shall be deemed accepted upon delivery.
- (f) Currency. Unless otherwise indicated, all prices quoted in this Agreement are in United States of America Dollars ("USD"), and payments to Halogen pursuant to this Agreement are to be made in USD.
- (g) Money Back Guarantee. All Software licensed by Halogen under the terms of this Agreement (other than additional licenses for a previously licensed module) and the Annual Professional Services component of the Customer's Professional Services entitlement shall be subject to a money back guarantee, commencing upon the Effective Date of this Agreement (or the applicable Addendum) and continuing for a period of one hundred and eighty (180) days (the "MBG Period"). At any time during the MBG Period, subject to the below listed conditions but otherwise at Customer's sole discretion, Customer may elect to terminate this Agreement (either in whole or in part, in respect of only select module(s)) and obtain a pro-rata refund of the first year's Annual Software License Subscription Fee and the first year's Annual Professional Services Fee for the module(s) being returned, calculated from the date Halogen receives Customer's notice to the end of the first year's subscription term. In such event, notwithstanding anything in this Agreement or the applicable Addendum to the contrary, Customer shall not be required to pay Halogen the subsequent years' Annual Software License Subscription Fee (if any) and/or the subsequent years' Annual Professional Services Fee (if any) in respect of such module(s). The money back guarantee described above is subject to the following conditions:
 - (i) Customer must have booked and fully received one of Halogen's assisted implementation services programs for the module(s) being returned. For clarity, Customer's refund entitlement does not include the One-Time Professional Services Fee paid or payable in respect of such services program; and,
 - (ii) Customer's notice must be sent to contracts@halogensoftware.com with a hard copy by regular mail to the address noted above, Attention: Finance Department.
- (h) Late Payment. All undisputed past due payments shall incur a late fee of two percent (2%) monthly and twenty-four percent (24%) annually, or the highest amount permissible at law, whichever is less.

7. TERM AND TERMINATION

- (a) Term. This Agreement shall be effective on the Effective Date and shall, unless earlier terminated as provided herein, continue for the initial subscription term (as identified in Section 1 on Page 1 of this Agreement). Following the initial subscription term, the provisions of this Agreement shall automatically renew at Halogen's then-current rates for subsequent one year terms, unless either party provides written notice of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then-current subscription term.
- (b) Termination. This Agreement shall terminate on the earlier of: (i) termination of the Term, where notice of non-renewal is timely provided by one party to the other in accordance with Section 7(a) above; (ii) on a day that is thirty (30) days after one party gives the other written notice of breach by the other of any material term or condition of this Agreement, unless the breach is remedied before that day to the satisfaction of the notifying party; (iii) upon written notice of termination by one party, effective immediately, if the other party is or becomes insolvent or bankrupt or ceases paying its debts as they mature, or makes or files an assignment in bankruptcy or otherwise acknowledges its insolvency, or a trustee, receiver, liquidator or similar official is appointed for the other party or any substantial portion of its property and assets, or bankruptcy, insolvency, arrangement or similar proceedings are instituted by or against the other party; (iv) upon written notice of termination by either party, effective immediately, if the circumstances of Force Majeure described in Section 18(d) are continuing and have continued for a period of at least sixty (60) consecutive days; or (v) upon written notice of termination by Halogen if Customer fails to pay any or all undisputed Fees or other amounts due hereunder within fifteen (15) days of receipt of such notice.
- (c) Effect of Termination. Upon any termination of this Agreement, and unless otherwise provided herein: (i) if termination is due to Customer's unremedied material breach or its bankruptcy or insolvency (as each are described in Section 7(b)) or due to Force Majeure (as defined in Section 18(d)), all payments that would otherwise have been payable for Software received or Services performed hereunder during the Term (to the extent not already paid by Customer) shall become due immediately; (ii) if termination is due to Halogen's unremedied material breach or its bankruptcy or insolvency (as each is described in Section 7(b)), any prepayment made by Customer to Halogen for Software received or Services that would otherwise have been performed after the termination date shall be refunded to Customer; (iii) subject to paragraph (e), Customer shall immediately cease using the Software and, shall return to Halogen or destroy all copies of the Software and Documentation, and certify to Halogen in writing that Customer has complied with its termination obligations hereunder; and (iv) each party shall return to the other, or destroy all Confidential Information of the other party in its possession or under its control, and provide certification of destruction of same upon request. Notwithstanding the foregoing, Customer may retain one or more copies of this Agreement for its files.
- (d) Services Termination. Should either party terminate any Hosting Services or Annual Professional Services (as expressly provided herein), the provisions of this Agreement which are applicable to the services or obligations so terminated shall be deemed terminated and the provisions of Section 7(c) shall apply, as applicable. Termination of such Services shall not result in the termination of any valid licenses to the Software, which shall otherwise remain in full force or effect as provided herein.
- (e) Survival. Sections 2, 6(c), 7(c), 8 to 10 and 12 to 18 shall survive the termination or expiration of this Agreement.

8. OWNERSHIP

- (a) General Proprietary Rights. The Software and Documentation and the media on which they are provided (if any) are licensed,

not sold. All right, title and interest in and to the Software and Documentation, including all patents, copyrights, trademarks, mask works, circuit layout rights, design rights, trade secrets and other proprietary and intellectual property rights in or related to the Software and Documentation, along with all enhancements, modifications, translations and derivative works of the Software or Documentation, belong to Halogen or its licensors, whether or not specifically recognized or perfected under the laws of the country where the Software and/or Documentation is located.

- (b) Feedback. Halogen shall have a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable (only to a successor in interest by way of merger, reorganization or sale of all or substantially all assets or equity), sublicensable license to use, copy, modify, or distribute, including by incorporating into the Software, any suggestions, recommendations or other feedback provided by Customer or its users relating to the operation of the Software.
- (c) No Additional Rights. Nothing in this Agreement shall be construed as increasing the number of copies licensed to Customer or the number of permitted users or licenses, or providing Customer with additional Halogen products or services.

9. CONFIDENTIALITY

- (a) Definition. The parties acknowledge that one party ("**Receiving Party**") may receive confidential and/or proprietary information relating to the other party ("**Disclosing Party**") or its licensors or customers ("**Confidential Information**"). The parties shall only use such Confidential Information in the performance of this Agreement and shall not disclose any such Confidential Information to any other party unless authorized by the Disclosing Party in writing. Halogen Confidential Information shall be deemed to include, regardless of marking, the Software, the Documentation, any unannounced product(s) or service(s) of Halogen, and the terms, conditions and subject matter of this Agreement and any related contractual documents. If Customer's deployment is on-demand, Customer Confidential Information shall be deemed to include, regardless of marking, all Customer data, files and records stored on any equipment used by Halogen to provide the Hosting Services. As soon as practicable, Receiving Party shall notify Disclosing Party of any breach of this Section 9 of the Agreement.
- (b) Restrictions. Receiving Party shall not transmit, maintain, remanufacture or duplicate all or any part of, the Confidential Information except in accordance with the terms and conditions of this Agreement. Receiving Party shall be directly liable for the acts or omissions of its employees or contractors with respect to such confidentiality obligations. Receiving Party agrees to protect the Confidential Information with at least the same degree of care it uses to protect its own trade secrets and proprietary information but no less than reasonable care.
- (c) Exclusions. The foregoing confidentiality obligations shall not apply to Confidential Information which: (i) at the time of disclosure is within the public domain, other than through a breach of this Agreement by the Receiving Party; (ii) after disclosure becomes readily and lawfully available to the industry or the public, other than through a breach of this Agreement by the Receiving Party; (iii) Receiving Party can establish, by documented and competent evidence, was in its possession prior to the date of disclosure by Disclosing Party; (iv) Receiving Party can establish, by documented and competent evidence, was independently developed by the Receiving Party without use or reliance upon the Confidential Information; or (v) is approved for disclosure, in advance, in writing by Disclosing Party.
- (d) Compelled Disclosure. In the event that the Receiving Party is requested pursuant to legal process to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with notice to such

effect, and at the request of the Disclosing Party shall cooperate with the Disclosing Party at no cost to the Receiving Party in seeking relief against the disclosure of such Confidential Information. In the event that through legal process the Receiving Party is obligated to disclose any Confidential Information, the Receiving Party may do so without breaching the terms of this Agreement, provided that the Receiving Party furnishes only that portion of the Confidential Information that it is legally required to furnish.

- (e) Equitable Remedies. Receiving Party acknowledges that disclosure or use of the Confidential Information contrary to this Agreement may cause the Disclosing Party irreparable harm for which damages would not be an adequate remedy and further acknowledges that, in addition to any other remedies that may be available at law, the Disclosing Party may apply for all available equitable relief including injunctive relief.

10. PERSONAL INFORMATION

Halogen acknowledges that, in the course of fulfilling its obligations under this Agreement, it may have or be given access to information about an identifiable individual which is personal information, personal data and/or sensitive personal data (as defined in the applicable privacy or data protection legislation, if any) ("**Personal Information**"). Halogen shall comply with all applicable laws governing the use, disclosure and access of such Personal Information, including but not limited to, any and all requirements to protect such information from loss or unauthorized access as required by the *Personal Information Protection and Electronic Documents Act* (PIPEDA) where applicable. Without limiting the generality of the foregoing, Halogen agrees that Personal Information shall be considered and treated as Confidential Information and shall therefore be subject to the provisions of Section 9.

11. WARRANTIES

- (a) Software Warranty. Halogen warrants that during the period beginning on the Effective Date and continuing for ninety (90) days thereafter ("**Warranty Period**"): (i) the Software shall conform substantially to the Specifications set out in the Documentation ("**Software Warranty**"); and (ii) if applicable, the media upon which the Software is provided shall be free from defects in materials and workmanship ("**Media Warranty**").

Customer's sole remedy and Halogen's sole obligation with respect to a breach of the foregoing warranties is as follows: (i) in respect of the Media Warranty, provided that the media is returned to Halogen within the Warranty Period, Halogen shall provide Customer with replacement media; and, (ii) in respect of the Software Warranty, provided that Halogen is notified in writing of the non-conformance during the Warranty Period, Halogen shall, at its sole option, use commercially reasonable efforts to correct significant defects in the Software or provide a workaround thereto, without charge to Customer, failing which, Halogen shall refund to Customer an amount equivalent to, but no greater than, the Annual Software License Subscription Fee paid in respect thereof.

The above warranties shall not apply to: (a) any Software that is modified without Halogen's written consent; or (b) any Software which has been misused, altered, repaired or used with equipment or software not expressly approved by Halogen. Halogen shall have no responsibility for claims arising from: (i) modifications of the Software made by Customer if such claim would not have arisen but for such modifications, or (ii) combination or use of the Software with any other products, if such claim would not have arisen but for such combination or use. Customer further acknowledges that the Software, if it is to be installed on-premise at Customer's site and not hosted by or on behalf of Halogen, typically requires some configuration upon installation, that certain customary infrastructure such as internet connectivity must be in place at Customer's site in order for certain functionality to operate in accordance with the

Documentation, and that the provision of this infrastructure is not part of this Agreement.

- (b) Services Warranty. Halogen warrants that the Services to be provided hereunder shall be performed with reasonable care and skill by an individual trained in and competent with the Software and in a professional manner. Halogen's sole responsibility and Customer's sole remedy with respect to deficient or non-conforming Services is to use commercially reasonable efforts to re-perform such services in accordance with the terms and conditions of this Agreement.
- (c) General. Halogen represents and warrants that it has all right, power, and authority to enter into this Agreement and to provide the Software and Services described in the Agreement and that nothing in this Agreement or Halogen's performance consistent therewith will violate any agreement or obligation that Halogen has to a third party.
- (d) Disclaimer. THE WARRANTIES IN THIS SECTION 11 ARE THE ONLY WARRANTIES EXPRESSLY GIVEN BY HALOGEN WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND THE SERVICES. TO THE EXTENT PERMITTED BY LAW, HALOGEN EXCLUDES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE CONCERNING MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. HALOGEN DOES NOT MAKE ANY WARRANTIES THAT THE SOFTWARE AND THE OPERATION THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE.
- (e) No Authorization. No Halogen agent, representative or dealer is authorized to modify, extend or add to any warranty on behalf of Halogen.

12. INTELLECTUAL PROPERTY INDEMNIFICATION

- (a) Defence of Infringement. Halogen shall indemnify, hold Customer harmless against and defend or settle any action brought against Customer to the extent that it is based on a claim that the Software provided by Halogen under this Agreement infringes any patent or copyright of a third party registered, pending and/or issued in Canada or the United States of America as of the Effective Date ("**Third Party Rights**") and shall pay the resulting costs, damages and legal fees finally awarded against Customer, provided that: (i) Customer notifies Halogen in writing within ten (10) days of receiving notice of any such claim against Customer; (ii) Halogen or its licensors have sole control of the defence, compromise or settlement of such claim, including any appeals; (iii) Customer reasonably cooperates with Halogen in the defence or settlement of such claim at no charge to Customer; and (iv) Customer makes no admissions or offers of settlement to the third party. Halogen shall not be liable for any costs or expenses incurred by Customer with respect to settlement of an infringement claim without Halogen's prior written authorization.
- (b) Exclusions. Halogen shall have no liability hereunder for any claim of infringement based on: (i) use of a superseded release of the Software if the infringement would have been avoided by the use of a current release of the Software that has been made available by Halogen to Customer at no additional cost to Customer; (ii) the use of a release of the Software that has been modified or altered by a party other than Halogen or used not as directed by Halogen if the infringement would have been avoided by the use of an unmodified or unaltered release of the Software; or (iii) the combination, operation or use of the Software with software, hardware or other materials not furnished or recommended by Halogen if such infringement would have been avoided without such software, hardware or other materials.
- (c) Remedies. In the event the Software, or a component part thereof is, pursuant to a final decision by a court of competent

jurisdiction, held to infringe, or is believed by Halogen to infringe or potentially infringe, Third Party Rights, Halogen shall, in addition to the indemnification and defence provided for in Section 12(a), and at Halogen's option, (a) modify, at its expense, the Software to be non-infringing, (b) obtain for Customer a license to continue using the Software; or, if the foregoing options are not reasonably practicable, (c) terminate this Agreement and refund Customer all prepaid Fees for that portion of the Term then remaining. This Section 12 shall only apply in respect of a final decision rendered by a court of competent jurisdiction or in respect of a settlement of an infringement action with the prior written consent of Halogen.

- (d) ENTIRE LIABILITY. THE FOREGOING STATES THE ENTIRE LIABILITY OF HALOGEN AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR ANY INFRINGEMENT OF THIRD PARTY RIGHTS.

13. LIMITATION OF LIABILITY

- (a) LIMITATION. IN NO EVENT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, SHALL HALOGEN, ITS LICENSORS, OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR CONTRACTORS BE LIABLE TO CUSTOMER FOR: (I) ANY INDIRECT, INCIDENTAL, ORDINARY, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING WITHOUT LIMITATION ECONOMIC LOSS, LOST PROFITS, LOSS OF USE, LOSS OF USE OF PROFITS, REPROCUREMENT COSTS OR LOST OR DAMAGED DATA, EVEN IF HALOGEN OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE, OR IF SUCH DAMAGES ARISE FROM ANY MISREPRESENTATION, BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OR CONDITION, BREACH OF ANY OTHER TERM (INCLUDING A FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM) OR BREACH OF STATUTORY DUTY; OR (II) A MAXIMUM AGGREGATE LIABILITY IN ANY CLAIM, ACTION, DEMAND OR PROCEEDING WHICH EXCEEDS: (A) FOR THE SOFTWARE, THE TOTAL AMOUNT OF THE LICENSE FEE COMPONENT OF THE ANNUAL SOFTWARE LICENSE SUBSCRIPTION FEE ACTUALLY PAID TO HALOGEN BY CUSTOMER DURING THE YEAR IN WHICH THE CLAIM AROSE; OR (B) FOR ANY SERVICES PROVIDED, THE M&S OR HOSTING SERVICES COMPONENT OF THE ANNUAL SOFTWARE LICENSE SUBSCRIPTION FEE, OR THE ANNUAL PROFESSIONAL SERVICES FEE, AS THE CASE MAY BE, PAID BY CUSTOMER TO HALOGEN FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE YEAR IN WHICH CLAIM AROSE.
- (b) Exceptions. The foregoing limitations on liability shall not apply to: (i) claims caused by Halogen's gross negligence or wilful misconduct to either Customer or a third party; or (ii) third party intellectual property claims for which Halogen is required to indemnify Customer pursuant to Section 12.
- (c) Basis of Bargain. The parties acknowledge and agree that the limited warranty, exclusive remedies and limited liability set forth in this Agreement are fundamental elements of the basis of the bargain between Halogen and Customer, and that Halogen would not be able to provide the Software or Services on an economic basis without such limitations.
- (d) Limitation Period. No action, regardless of form, arising out of or in relation to any services may be brought more than two (2) years after the completion of the services to which the action relates.

14. DISPUTE RESOLUTION

All matters of difference between the parties in relation to this Agreement shall be dealt with in accordance with this Section. Notwithstanding the foregoing, no provision hereof shall limit the right

of any party to obtain equitable relief, including without limitation, injunctive relief, from a court of competent jurisdiction before, after or concurrent with mediation, arbitration or other proceeding, provided however that any proceedings which occur in accordance with this Section and are brought by Customer shall be in its individual capacity, and not as a class member in any purported class or representative proceeding. The parties shall attempt to resolve any dispute arising from or relating to this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation for up to fifteen (15) days commencing on the date when one party gives written notice to the other party of any controversy or claim. However, if those attempts fail, the dispute shall be submitted to arbitration. The parties agree that any continuing disputes arising from or related to this Agreement shall be decided pursuant to the then-current Rules of the American Arbitration Association at such a location to be mutually agreed upon by the parties. If the parties cannot agree on a location for the arbitration within ten (10) days, the parties agree that the arbitration will take place in New York, New York. Unless provided otherwise in the Agreement, the arbitrators, at least one of whom shall be knowledgeable about information-technology agreements similar to this Agreement, may not award non-monetary or equitable relief of any sort. They shall have no power to award damages inconsistent with the Agreement or punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrators have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. The arbitration shall be conducted in the English language. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to the other party and shall afford such party a reasonable opportunity to protect its interests. The result of the arbitration and the reasons therefore shall be given in writing, and will be binding on the parties, and judgment on the arbitrators' award may be entered in any court having jurisdiction. The parties agree that the arbitrator's award may only be appealed on a question of law or patent unreasonableness.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

15. U.S. GOVERNMENT END USERS

If Customer is a federal government entity or government contractor in the United States of America, the Software is subject to the following restricted rights: use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, or clause 18-52.227-86(d) of the NASA Supplement to the FAR, as applicable. Contractor/Manufacturer is Halogen.

16. AUDIT

Customer is responsible for monitoring its License count. **If Customer's deployment is on-premise**, Customer agrees to: (i) advise Halogen, upon request, of all locations where Software is used or stored and to provide Halogen reasonable access to such locations and the Software, including any copies; (ii) maintain complete and accurate records (in accordance with generally accepted accounting principles or IFRS, as applicable) relating to its activities under this Agreement; and (iii) upon request, not more than once per twelve (12) month period, certify its current use of the

Software including without limitation Customer Size and number of job descriptions, as applicable. Halogen may, at its expense, appoint an independent third party to audit, no more than once annually, Customer's use of the Software. Any such audit shall be conducted during regular business hours at Customer's office, upon a minimum of five (5) Business Days notice and shall not unreasonably interfere with Customer's business activities. In lieu of the foregoing, and at Halogen's option, Halogen may require Customer to run a license utilization script file not more than once per twelve (12) month period and timely provide Halogen with the results thereof in support of this Section 16. **If Customer's deployment is on-demand**, Customer acknowledges that Halogen shall have the ability to: (i) audit its use of the Software at any time, with no prior notice to Customer; and (ii) require Customer to certify upon request, not more than once per twelve (12) month period, Customer's current use of the Software including without limitation Customer Size and Job Description Total, as applicable. In addition to other remedies available to Halogen, if any such audit or certification shows that Customer has underpaid the applicable Fees, Customer shall pay such underpaid Fees within thirty (30) days of invoice. If underpaid Fees for any period are in excess of five percent (5%) of the value of the Fees paid for that period under this Agreement, then Customer shall also pay Halogen's reasonable costs of conducting the audit, if any.

17. PUBLICATION

Customer consents to publication of its name and logo by Halogen in a factual listing of Halogen's customers within presentations, on trade show signs and on its website. Halogen shall seek Customer's prior written authorization for any other use of Customer's name or logos. Provided that Customer is satisfied with the Software, Customer agrees to consider: (i) participating in a success story for the Software to be published on Halogen's website and (ii) acting as a client reference for Halogen on an as- and when-needed basis.

18. GENERAL PROVISIONS

- (a) Compliance with Applicable Laws. Each party shall comply with any and all applicable laws, including, but not limited to, export laws.
- (b) Governing Law and Jurisdiction. This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the State of New York, without regard to conflict of laws. The parties expressly disclaim the application of the United Nations Convention on the International Sale of Goods to this Agreement. Subject to Section 14 above, Customer submits to the non-exclusive jurisdiction of the courts of the State of New York, and Halogen submits to the exclusive jurisdiction of the courts of the State of New York.
- (c) Independent Principals. The parties are and shall at all times remain independent principals in all relationships and actions under or contemplated by this Agreement and neither party has the authority to bind the other or to incur any obligations on its behalf. Neither party shall represent itself to be the agent, joint venturer, partner or employee of the other nor shall either party make any statements or take any steps or acts that do or could imply or create any agency, joint venture, partnership, employment or other business relationship between them, other than as expressly hereby contemplated.
- (d) Force Majeure. Subject to Section 7(b), neither party shall be responsible for delays or failure of performance under this Agreement, except for Customer's obligation to pay the Fees, to the extent resulting from causes that are beyond the reasonable control of such party and which render the continued performance of this Agreement impossible, impractical or illegal,

including, but not limited to, fire, flood, explosion, tornado, epidemic, earthquake, snowstorm, ice storm or other act of God, embargo, explosion, malfunction, riots, civil disputes, acts of terrorism or war, failure of the internet or government controls or regulations ("**Force Majeure**"). The existence of such causes of such delay or failure shall extend the period for performance to the extent necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

- (e) Assignment and Benefit. Other than as permitted under Section 2 of this Agreement, Customer may not assign all or part of this Agreement without Halogen's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party to its successor in interest in connection with a sale of all or substantially all assets or equity not involving a direct competitor of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.
- (f) Notice. All notices, requests, demands and other communications required or permitted under this Agreement must be in writing and are deemed to have been duly given, if sent by fax (receipt confirmed), on the day it is received, if delivered in person or by courier, when delivered, if mailed by registered or certified mail, postage paid and return receipt requested, from within the United States or Canada, on the fourth Business Day following the date of mailing, or if from outside of the United States or Canada, on the tenth Business Day, to the addresses of the parties given on the first page of the Agreement or to such other address as a party may from time to time specify by notice in writing to the other party. Notices to Halogen shall be made to the attention of the Chief Financial Officer. A notice deemed to have been received after 5 p.m. on a Business Day, or on a day which is not a Business Day at the place of receipt, shall be deemed to have been received at 9 a.m. on the first Business Day thereafter at the place of receipt.
- (g) Severability. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.
- (h) Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- (i) Language. The parties confirm that: (i) it is their wish that this Agreement, as well as all other documents relating to this Agreement, including notices, be drawn up in English; (ii) any and all Services provided pursuant to this Agreement, Appendices B, C and D to this Agreement and any applicable Services Agreement shall be provided in English; and (iii) the English language shall be controlling in all respects.
- (j) Conflict. In the event of a conflict between this Agreement and a Services Agreement, this Agreement shall prevail to the extent necessary to resolve the conflict.
- (k) Contracts (Rights of Third Parties) Act 1999. This Agreement is not intended to confer rights on third parties.

APPENDIX A**DESCRIPTION OF THE SOFTWARE**Halogen eAppraisal™

Halogen eAppraisal™ is licensed in units of "Review Licenses". The number of Review Licenses limits the number of employees or contractors of Customer that can be appraised each calendar year. A Review License allows an employee or contractor of Customer to be appraised with Halogen eAppraisal™ by an unlimited number of Respondents an unlimited number of times during the calendar year. Review Licenses are consumed whenever activity occurs, related to an individual who is the subject of an evaluation, during the period in which the individual is part of an open appraisal process. A single individual (for example, an employee or contractor) will only consume a single Review License during a calendar year period regardless of the number of appraisal processes that are opened against that single individual. Generally speaking, activity related to an individual listed in the Software's User Center who is not the subject of an evaluation or appraisal during a calendar year period will not consume a Review License; provided however, that notwithstanding the foregoing, use of Halogen eAppraisal™ to perform the following activities does not fall within the foregoing exemption (i.e. Customer's performance of such activities will consume a Review License per employee): goals management, journaling, talent profiling and/or development planning outside any process. For purposes of clarity, a Review License used by Customer to appraise an employee who subsequently leaves their employ cannot be re-used to appraise another employee within the same calendar year. "Respondents" means the employees or contractors of Customer who are authorized by Customer to access the Software for purposes of conducting a Review.

Halogen e360 Multirater™

Halogen e360 Multirater™ is an optional add-on module to Halogen eAppraisal™. The number of units of this add-on module must be equal to the number of units of Halogen eAppraisal™ licensed by Customer. This module must be licensed if Customer licenses the Professional Services version of Halogen eAppraisal™.

Features and Functionality of Halogen Software Products

The foregoing description of the Software and Software modules is provided for information purposes only. Customer acknowledges that the description of the Software may be subject to change, and that the actual features and functionality of the Software may vary from the descriptions herein.

APPENDIX B**MAINTENANCE & SUPPORT SERVICES****1. DEFINITIONS**

"Severity Level" means the level of severity assigned to an Error in the Halogen Software by Halogen and Customer using the following criteria:

Severity Level	Description
1	An Error that has a critical impact on the development, deployment, or operational use of the Software, resulting in the inability to continue to deploy or use the Software as required or intended. A Severity 1 Error does not have a reasonable workaround, cannot reasonably be corrected by adding to or changing the Documentation.
2	An Error that causes a severe restriction on the development, deployment, or operational use of the Software, resulting in the restricted ability to continue to deploy or use the Software. A Severity 2 Error does not have a reasonable workaround, cannot reasonably be corrected by adding to or changing the Documentation.
3	An Error that causes limitations which are not critical or severe to the development, deployment, or operational use of the Software. A Severity 3 Error has a reasonable workaround.
4	An Error that causes a slight inconvenience to the development, deployment, or operational use of the Software. A Severity 4 Error has a reasonable workaround.

2. MAINTENANCE & SUPPORT SERVICES**MAINTENANCE**

Halogen will provide to Customer, at no additional charge, any Updates to the Software that Halogen makes available to its clients generally. Unless Customer is on-premise, Halogen is responsible for the installation of all Updates. Customer acknowledges and agrees that certain Updates may be provided without notification, including, without limitation, high priority and necessary fixes and features, security patches and performance patches.

SUPPORT

Standard second level support is included in Halogen's M&S Services offering. Halogen will also provide to Customer telephone or email assistance by a qualified representative on a 7 x 24 basis to attempt to correct or bypass Errors that have been brought to the attention of Halogen by Customer. Halogen may provide such telephone assistance through a designee of its choice to up to three (3) designated contacts of Customer who are trained and knowledgeable in the use of the Software. Halogen provides emergency Support only, on the following holidays: New Years Day; Labor Day; Christmas Day.

Halogen will make commercially reasonable efforts to solve reported Errors in accordance with the Severity Level classifications and the response times listed below, through system changes or suggested workarounds. If the Halogen Services are unavailable to end users, Customer will use commercially reasonable efforts to cooperate with Halogen in resolving any problems.

Halogen shall provide a tiered support process to Customer, providing a controlled escalation environment which delivers multiple levels of support as deemed appropriate for Customers' individual issues. Response time varies depending on the severity of the Error. Each Error is assigned a Halogen support ticket which is either fulfilled by the Support Technician, or escalated to the Support Manager as required.

If the support ticket requires further escalation, the assistance of other Halogen technicians is enlisted by the Support Manager.

When reporting a suspected Error, Customer will assign the appropriate Severity Level category, which, in Customer's reasonable judgment, accurately describes the impact on Customer's operating environment. Halogen reserves the right to reclassify the Error if it determines, in its reasonable judgment, that such reclassification is appropriate. Where the parties disagree on the classification, Halogen will review the Error with Customer to attempt to agree on a mutually acceptable classification.

Severity Level Response Times:

Severity Level	Response Time
1	Acknowledge within 4 (four) hours; response within one (1) day.
2	Acknowledge within 4 (four) hours; response within two (2) days.
3	Acknowledge within 1 (one) day; response within seven (7) days.
4	Acknowledge within 2 (two) days; response at the discretion of Halogen.

3. SUPPORTED RELEASES

If Customer's deployment is on-demand, M&S Services are only provided for the Update of the Software installed by Halogen for Customer.

If Customer's deployment is on-premise, M&S Services are only provided for the two most recent Updates made available by Halogen to Customer. For clarity, in addition to the foregoing, M&S Services shall also be provided for any and all fixes, patches and other minor improvements denoted by an increment to the Software's number two places to the right of the decimal point to which the two most recent Updates relate that are generally commercially distributed by Halogen as part of the M&S Services and for which Halogen does not impose a separate charge or license separately (i.e. if 11.2 and 11.3 are the two most recent Updates made available, M&S Services shall also be provided for 11.2.1, 11.2.2, 11.2.3 and 11.3.1).

Halogen has no obligation to provide M&S Services to Customer in relation to Updates other than as described above.

4. CUSTOMER RESPONSIBILITIES

The M&S Services are only provided to Customer. Unless otherwise agreed by the parties, Customer is solely responsible for first level support of its Affiliates and employees.

Customer will make commercially reasonable efforts to cooperate with Halogen in all problem resolutions. This includes but is not limited to providing timely access to all required experts to resolve issues within Customer's environment.

If Customer's deployment is on-premise, Customer will protect its data from loss by implementing appropriate back-up procedures. Customer is solely responsible for data restoration from back-ups.

5. EXCLUSIONS

If Customer's deployment is on-premise, Halogen shall have no obligation to provide M&S Services if an Error is caused by: (a) relocation, movement, improper operation, neglect or misuse of the Software, (b) Customer's failure to maintain proper site or environmental conditions, or (c) failure or interruption of any electrical power, telephone or communication line or like cause.

If Customer's deployment is either on-premise or on-demand, Halogen shall have no obligation to provide M&S Services if an Error is caused by: (a) any fault of Customer's agents or employees, (b) any attempts at repairs, maintenance, or modifications to the Software performed by other than authorized service personnel of Halogen, (c) unauthorized acts of third parties, (d) service for the Software for which all required Updates have not been implemented by Customer in accordance with Section 3 above, (e) problems caused by third party software included with or embedded in the Software (unless Customer is using a version of the Software for which support for such third party software is available to Halogen or Halogen has agreed to the inclusion of such third party software), (f) any other cause external to the Software except ordinary use, (g) configuration of or failure of third party hardware or software products, (h) improper sizing of hardware or software platforms for the volume of data and users, or (i) any other service not expressly set out in this Appendix B or which is expressly excluded in this Appendix B.

The M&S Services do not include services or deliverables provided under a Services Agreement or other services outside the scope of this Appendix B such as support for unsupported releases of the Software. Maintenance and support of such items may be obtained by Customer under a Professional Services engagement.

6. HARDWARE COMPONENT FAILURE

Halogen is not responsible for Customer's hardware nor any components that enable Customer to access Halogen's on-demand data center.

7. TERM AND TERMINATION OF MAINTENANCE AND SUPPORT SERVICES

Upon payment of the applicable Fees, Halogen will provide M&S Services to Customer during the Term. In the event of abusive or unprofessional conduct by one party which the other party determines materially affects its ability to

deliver the M&S Services described herein, such party shall so advise the other party and representatives of each party's senior management shall attempt to resolve such conduct issues, failing which, the party's representative being complained of shall be replaced.

M&S Services are mandatory for the entire duration of the Term.

APPENDIX C

ON-DEMAND HOSTING SERVICES

1. HOSTING OF SOFTWARE

If applicable, Halogen will provide on-demand Hosting Services for the Software on its server for the benefit of Customer for the Term of the Agreement, unless such Hosting Services are terminated in accordance with Section 6 of this Appendix C. Halogen shall provide the Software to Customer in a secure environment, including protecting the infrastructure from the external environment via firewall systems and protecting data transmission over secure network connections using SSL technology. Root/administrator access will be controlled and limited to those that require access to support the platform. The Software will be operated in an electronically restricted facility on a raised floor with redundant HVAC, UPS and diesel generator power back-up, and 24x7x365 surveillance of all hosted infrastructure and environmental subsystems. All elements of the selected platform are clustered for redundancy. As a standard service, Halogen currently conducts daily encrypted incremental back-ups, and weekly and monthly encrypted full back-ups. All back-ups are stored at an off-site location. Weekly back-ups are rotated every 4 weeks; monthly back-ups are stored for 1 year. Charges may apply should immediate restore of off-site back-ups be required through no fault of Halogen. Unless otherwise agreed by the parties, the Hosting Services shall be provided in respect of one (1) hosted site only.

2. CUSTOMER RESPONSIBILITIES

Customer's responsibilities include: (i) complying with all terms and conditions imposed by Halogen in association with Customer's enjoyment of the Hosting Services (as provided to Customer by Halogen from time to time); (ii) enabling its own reliable high speed internet connectivity to and from the hosted server (in respect of all locations that need access to the hosted Software); (iii) its own customer premises equipment ("CPE"), including but not limited to administrator and end user workstations; (iv) all other customer relations, fulfillment and obligations; (v) if applicable, all design and development of the Reviews; and (vi) all configuration, use and operation of the Software application to suit Customer's environment (collectively, "**Designated Customer Obligations**"). Customer acknowledges and agrees that: (A) the Designated Customer Obligations may change from time to time in conjunction with Updates to the Software; and (B) a failure of Customer to comply with this provision may, to the extent applicable, negate any support obligations on the part of Halogen. Customer shall be responsible for all users who access Halogen's servers and/or the Software. Customer will provide a primary contact who can be reached by Halogen in the event of scheduled maintenance or a service loss, and will provide Halogen with updates to the primary contact's contact information in writing or by email.

Customer shall not: (i) copy or attempt to copy the Software; (ii) manipulate or alter any data or other information on Halogen's servers other than Customer's data; or (iii) utilize any automated system to access or to test the Hosting Services or the Software, without the prior express written permission of Halogen. Halogen reserves the right to immediately suspend Hosting Services for any Customer who breaches the provisions of this Section.

3. SECURITY OF HOSTING SERVICES

Customer understands and agrees that Halogen will take commercially reasonable precautions to ensure the Hosting Services are secure. However, Customer acknowledges that the hosting activities will require transmission of confidential information over the internet, and that the internet consists of multiple participating networks that are not subject to the control of Halogen. Customer therefore understands and agrees that Halogen cannot and does not guarantee the privacy, security or authenticity of any information transmitted over the Internet, due to the nature of the Internet. Halogen has made provisions to increase the security of all data transfers by ensuring all data transfers are done using a minimum 128-bit SSL encryption. As the Halogen hosting environment evolves with new technologies, Halogen will use reasonable commercial efforts to maintain an equivalent or better level of security and confidentiality of Customer's data.

As part of our ongoing commitment to security, Halogen regularly engages third party experts to perform independent security audits. These audits ensure all systems remain efficient in protecting valuable client information. Halogen will provide assurance reports upon Customer request at no charge, once per calendar year; additional requests for assurance reports during a calendar year will be charged at the rate of US\$500.00 per request. To ensure ongoing security of all customer data, all sensitive data will be removed prior to delivery to Customer. Halogen will notify Customer of any known breach of its security related to areas, locations, or computer systems which contain any Confidential Information of Customer in a timely manner following such breach and shall cooperate with Customer to assist in regaining possession of the Confidential Information and prevent its further unauthorized use, and take any necessary remedial actions.

4. MAINTENANCE AND UPDATES

Halogen technicians and automated monitoring systems continually assess the health of the Hosting Services. Halogen's Hosting Services are designed for full availability; however, Halogen reserves the ability to schedule downtime during the following maintenance windows: Saturday between 01:00 pm and 07:00p.m ET; and/or each evening between 00:00am and 2:00am ET. Halogen will make commercially reasonable efforts to notify Customer of scheduled maintenance (other than maintenance scheduled during the above maintenance windows) at least twenty-four (24) hours in advance. Halogen is solely responsible for updating the Software for Customers who have purchased Hosting Services.

5. OWNERSHIP, CONFIDENTIALITY AND USE OF CUSTOMER DATA

Customer shall retain all right, title and interest in and to, and have the exclusive use of, the results of Customer's data and Halogen shall have no right, title or interest therein, except as expressly provided herein. Customer may access the electronic records and reports containing such data that are generated by the licensed Software. Subject to Section 6(b) of Schedule A, during the Term, in no event shall Halogen deny Customer access to Customer's data for purposes of backup or retrieval. Use of such data and other information by Customer is at Customer's own risk.

Halogen may use Customer's data for (a) the purpose of generally improving the look and feel of the Software, (b) compiling statistical and performance information related to its provision of the Software and/or Services, and (c) developing and distributing benchmarks and similar reports and databases therefrom. Halogen may make this information publicly available so long as Halogen, with respect to (b) and (c), above, (i) first removes all references to Customer and any personal information included in the data; (ii) presents such data in the form of aggregate benchmarks; and (iii) generates and publishes benchmarks only when such benchmarks include data from at least seven (7) other organizations. For back-up or testing purposes, Halogen may make copies of Customer's data and any electronic records and reports containing such data and maintain such copies for its records during the Term. Halogen may, after the Term, maintain back-up copies of Confidential Information received from Customer in a secure site, provided such back-up copies are destroyed in accordance with Halogen's then applicable timeline and policies for destruction of all of Halogen's back-up data.

Customer data and any electronic records and reports containing such data that are stored on Halogen's servers are Confidential Information as defined in Section 9 of Schedule A to this Agreement and may, depending on their nature, include Personal Information as defined in Section 10 of Schedule A to this Agreement. Halogen confirms that its obligations set out in Sections 9 and 10 of Schedule A to this Agreement apply to such data, records and reports.

6. TERMINATION OF HOSTING SERVICES

Halogen may terminate the Hosting Services: (i) immediately, if Customer fails to pay the applicable Hosting Services Fees as required by this Agreement; or (ii) upon 180 days notice in the event Halogen generally ceases to provide Hosting Services for the Software licensed by Customer, in which event Halogen shall refund the balance of any prepaid but unused Hosting Services Fee.

Following the initial subscription term (as identified in Section 1 on Page 1 of this Agreement), if, in accordance with Section 7 of Schedule A, Customer renews the Agreement for subsequent successive one year terms, Customer shall either: (i) elect to not renew the Hosting Services at the end of any such initial subscription term by providing Halogen with at least thirty (30) days prior written notice of its intention to terminate; or (ii) renew the Hosting Services in accordance with such Section.

Upon written request from Customer received within ten (10) Business Days of the effective termination date of the Hosting Services, Halogen will: (i) electronically deliver to Customer a copy of the Customer's most recent full data back-up; and (ii), if requested, provide Customer with a quotation and Services Agreement for Customer's consideration with respect to conversion of the data from Halogen's then-current Oracle format to a Halogen-supported version of SQL (currently SQL2005 and SQL 2008). If further data manipulation in respect of such data is required by Customer, Customer shall request same and Halogen will provide a Services Agreement for Customer's consideration. No data manipulation services will be undertaken by Halogen until Customer has approved and paid for the associated costs in accordance with the applicable Services Agreement.

APPENDIX D**PROFESSIONAL SERVICES
(INSTALLATION, CONSULTING, TRAINING, CONVERSION AND DATABASE SERVICES)**

Customer acknowledges and agrees that its use of the Software, and specifically its entitlement to receive M&S Services, requires payment of both a One-Time Professional Services Fee and an Annual Professional Services Fee. The specific Professional Services included in the Implementation Services Package selected by Customer are as follows:

1. CERTAIN TO SUCCEED SERVICES: INITIAL LAUNCH AND CONTINUOUS ADVANCEMENT – LEVEL I

Halogen offers the following Certain to Succeed Services: Initial Launch and Continuous Advancement for **Halogen eAppraisal™** and **Halogen e360 Multirater™**:

- (a) Initial Launch – Level I – One-Time Professional Services for installation, consulting and training:
- i. A Halogen Implementation Consultant will be assigned to work with Customer remotely to ensure proper implementation of the Halogen product(s) licensed and to assist Customer in the launch of their EPM project, for a total of 9 sessions, up to eighteen (18) hours (inclusive of configuration and project planning). Deliverables include:
- Use of the formal Halogen EPM implementation methodology including the Halogen Implementation Workbook
 - Halogen EPM project tracking
 - Weekly status updates and process reviews
 - One (1) soft copy of custom Halogen EPM Configuration Summary Report
 - Performance of the following configuration tasks by Halogen's Professional Services team:
 - **If Halogen eAppraisal™ Initial Launch** is purchased, Level I component includes:
 - up to eight (8) sessions (16 hours in total) with a Halogen Implementation Consultant
 - configure one (1) Halogen eAppraisal™ process with up to two (2) form templates to be used in the configured process, using standard EPM functionality and competencies
 - **If Halogen eAppraisal™ Professional Services (includes Halogen e360 Multirater™) Initial Launch** is purchased, component includes:
 - up to twelve (12) sessions (26 hours in total) with a Halogen Implementation Consultant
 - configure up to two (2) Halogen eAppraisal processes with up to three (3) form templates to be used in the configured processes, using standard EPM functionality and competencies
 - configure up to three (3) Halogen e360 Multirater™ questionnaires to be used in the configured process(es)
 - **If Halogen eAppraisal™ Healthcare Initial Launch** is purchased, component includes:
 - up to twelve (12) sessions (26 hours in total) with a Halogen Implementation Consultant
 - consulting regarding process, form design and reporting to prepare for Joint Commission, OSHA, ACHA, CCHSA, Magnet and other accreditation reviews for up to two (2) Halogen eAppraisal™ processes with up to three (3) form templates to be used in the configured processes, using standard EPM functionality and competencies
 - **If Halogen e360 Multirater™ Initial Launch** is

purchased, Level I component includes:

- one (1) session (2 hours in total) with a Halogen Implementation Consultant
- configure up to two (2) Halogen e360 Multirater™ questionnaires to be used in the configured Halogen eAppraisal™ template(s) noted above
- **If Halogen eCompensation™ Initial Launch** is purchased, Level I component includes:
 - up to four (4) sessions (8 hours in total) with a Halogen Implementation Consultant
 - configure one (1) Halogen eCompensation™ process
- **If Halogen eSuccession™ Initial Launch** is purchased, Level I component includes:
 - Phase 1: Assessment of Workforce Potential:
 - one (1) session (2 hours in total) with a Halogen Implementation Consultant
 - integrate assessment questions in one (1) Halogen eAppraisal™ process and up to two (2) form templates noted above to gather Halogen eSuccession™ talent profile data
 - configure the Halogen eSuccession™ High Potential Report
 - configure the Halogen eSuccession™ Retention Risk Report
 - Phase 2: Implementation of Talent Pools and Talent Assessment Initial Launch is licensed, Level I component includes:
 - up to six (6) sessions (12 hours in total) with a Halogen Implementation Consultant
 - configure one (1) Halogen eSuccession™ Talent Assessment process, including the creation of up to two (2) Talent Pools
 - configure the Talent Pool Report
- **If Halogen eLearning Manager™ Initial Launch** is purchased, Level I component includes:
 - up to five (5) sessions (10 hours in total) with a Halogen Implementation Consultant
 - integrate Halogen eLearning Manager™ content into one (1) pre-existing Halogen eAppraisal™ process and up to two (2) pre-existing Halogen eAppraisal™ form templates
 - configure up to ten (10) learning objects
 - configure one (1) approval policy
- **If Halogen Job Description Builder™ Initial Launch** is purchased, Level I component includes:
 - up to seven (7) sessions (14 hours in total) with a Halogen Implementation Consultant
 - configure one (1) job description process and one (1) job description template
- **If Halogen eRecruitment™ Initial Launch** is purchased, Level I component includes:
 - up to six (6) sessions (12 hours in total) with a Halogen Implementation Consultant
 - configure up to one (1) job requisition template

- configure up to one (1) application form
- integration with client corporate website
- **If Halogen® 1:1 Exchange™ Initial Launch** is purchased, all Levels include:
 - up to one (1) session (2 hours in total) with a Halogen Implementation Consultant
 - review/configure feedback types and conversation starters
- **If Halogen® Myers-Briggs® Initial Launch** is purchased, Level I component includes:
 - up to three (3) sessions (6 hours in total) with a MBTI certified Halogen consultant
 - configure up to one (1) MBTI assessment process

ii. On-demand: Halogen performs Software installation by creating application site for Customer in Halogen's on-demand hosting environment and providing access to Customer. OR

On-premise: Halogen assists Customer in Software installation through web-based Technical IT installation and Technical Training session (including user import if Customer is ready). In order to enable Halogen to perform configuration activities including those set out above, Customer must allow authorized Halogen representatives to remotely access Customer's on-premise environment.

iii. In respect of certain of its Software modules, Halogen provides standard Software training to a maximum of five (5) attendees per class including trainees and observers, on-site at Customer's premises, at Halogen's Training Center in Ottawa, Canada, or delivered online.

- If Halogen eAppraisal™ is licensed, 1.5 days of Administrator training
- If Halogen eAppraisal™ Professional Services (includes Halogen e360 Multirater™) is licensed, 2.0 days of Administrator training
- If Halogen eAppraisal™ Healthcare is licensed, 1.5 days of Administrator training
- If Halogen e360 Multirater™ is licensed, 0.5 day of Administrator training
- If Halogen eCompensation™ is licensed, 0.5 day of Administrator training
- If Halogen eSuccession™ is licensed, 0.5 day of Administrator training
- If Halogen eLearning Manager™ is licensed, 0.5 day of Administrator training
- If Halogen Job Description Builder™ is licensed, 0.5 day of Administrator training
- If Halogen eRecruitment™ is licensed, 0.5 day of Administrator training

If Customer allows more than five (5) attendees per class as limited above, Halogen reserves the right to invoice Customer at a rate of US\$375.00 per additional attendee.

Halogen provides applicable Administrator Reference Manual(s), End User Guide(s), and tutorials in electronic format for the Software product(s) licensed and implemented.

(b) Continuous Advancement – Level I - Annual Professional Services (consulting and training) for administrators, managers and employees. A total of 5 hours will be provided during each year of the Term.

Halogen provides training and phased consulting services during each year of the Term. These services evaluate, analyze and report on processes, assist the Customer to launch the next process(es) and include annual access to 24x7 on demand training content for administrators, managers and employees (as defined below).

- If **Halogen eAppraisal™ Continuous Advancement** is purchased, Level I component includes up to four (4) hours in

total each year with a Halogen Implementation Consultant to perform the following:

- Metrics Review and Analysis – up to two (2) hours of consulting with a Halogen Implementation Consultant to evaluate, review reports and create an action plan from the process(es) created as part of Customer's initial implementation
- Process Optimization - up to two (2) hours of consulting with a Halogen Implementation Consultant to implement relevant items from action plan outlined in the Metrics Review and Analysis service and assist Customer in the re-launch of the subsequent process created as part of Customer's initial implementation
- Unlimited access to Halogen eAppraisal™ administrator training content for up to two (2) Halogen administrators
- Unlimited access to Halogen eAppraisal™ Essential Training program for Managers and Employees for up to five hundred (500) employees
- **If Halogen eAppraisal™ Professional Services (included Halogen e360 Multirater™) Continuous Advancement** is purchased, component includes up to eight (8) hours in total each year with a Halogen Implementation Consultant to perform the following:
 - Metrics Review and Analysis – up to four (4) hours of consulting with a Halogen Implementation Consultant to evaluate, review reports and create an action plan from the process(es) created as part of Customer's initial implementation
 - Process Optimization - up to four (4) hours of consulting with a Halogen Implementation Consultant to implement relevant items from action plan outlined in the Metrics Review and Analysis service and assist Customer in the re-launch of the subsequent process created as part of Customer's initial implementation
 - Unlimited access to Halogen eAppraisal™ and Halogen e360 Multirater™ administrator training content for up to three (3) Halogen administrators
 - Unlimited access to Halogen eAppraisal™ and Halogen e360 Multirater™ Essential Training program for Managers and Employees for up to five hundred (500) employees
- **If Halogen eAppraisal™ Healthcare Continuous Advancement** is purchased, component includes up to eight (8) hours in total each year with a Halogen Implementation Consultant to perform the following:
 - Metrics Review and Analysis – up to four (4) hours of consulting with a Halogen Implementation Consultant to evaluate, review reports and create an action plan from the process(es) created as part of Customer's initial implementation
 - Process Optimization - up to four (4) hours of consulting with a Halogen Implementation Consultant to implement relevant items from action plan outlined in the Metrics Review and Analysis service and assist Customer in the re-launch of the subsequent process created as part of Customer's initial implementation D
 - Unlimited access to Halogen eAppraisal™ administrator training content for up to three (3) Halogen administrators
 - Unlimited access to Halogen eAppraisal™ Essential Training program for Managers and Employees for up to five hundred (500) employees
- **If Halogen e360 Multirater™ Continuous Advancement** is purchased, Level I component includes one (1) hour in total each year with a Halogen Implementation Consultant to perform the following:

- Process Review and Optimization - one (1) hour of consulting to evaluate process efficiency and assist Customer in the re-launch of the subsequent process(es) created as part of Customer's initial implementation
- Unlimited access to Halogen e360 Multirater™ administrator training content for up to two (2) Halogen administrators
- Unlimited access to Halogen e360 Multirater™ Essential Training program for Managers and Employees for up to five hundred (500) employees
- If **Halogen eCompensation™ Continuous Advancement** is purchased, Level I component includes up to two (2) hours in total each year with a Halogen Implementation Consultant to perform the following:
 - Metrics Review and Analysis – one (1) hour of consulting to evaluate, review reports and create an action plan from the process(es) created as part of Customer's initial implementation
 - Process Optimization - one (1) hour of consulting to implement relevant items from action plan outlined in the Metrics Review and Analysis service and assist Customer in the re-launch of the subsequent process created as part of Customer's initial implementation
 - Unlimited access to Halogen eCompensation™ administrator training content for up to two (2) Halogen administrators
 - Unlimited access to Halogen eCompensation™ Essential Training program for Managers for up to one hundred (100) managers
- If **Halogen eSuccession™ Continuous Advancement** is purchased, Level I component includes up to XX (X) hours in total each year with a Halogen Implementation Consultant to perform the following:
 - Halogen eSuccession™ Phase 1: Assessment of Workforce Potential includes one (1) hour in total each year with a Halogen Implementation Consultant to perform the following:
 - Metrics Review and Process Optimization – one (1) hour of consulting to evaluate, review reports, create an action plan and assist Customer in the re-launch of the subsequent process(es) created as part of Customer's initial implementation
 - Unlimited access to Halogen eSuccession™ administrator training content for up to two (2) Halogen administrators
 - Unlimited access to Halogen eSuccession™ Essential Training program for Managers for up to one hundred (100) managers
 - Halogen eSuccession™ Phase 2: Talent Pools and Talent Assessments includes up to three (3) hours in total each year with a Halogen Implementation Consultant to perform the following:
 - Metrics Review and Analysis – one (1) hour of consulting to evaluate, review reports and create an action plan
 - Process Optimization - up to two (2) hours of consulting to implement relevant items from action plan outlined in the Metrics Review and Analysis service and assist Customer in the re-launch of the subsequent process(es) created as part of Customer's initial implementation
- If **Halogen eLearning Manager™ Continuous Advancement** is purchased, Level I component includes up to two (2) hours in total each year with a Halogen Implementation Consultant to perform the following:
 - Metrics Review and Analysis - one (1) hour of consulting to evaluate, review reports and create an action plan
 - Process Optimization - one (1) hour of consulting to implement relevant items from action plan outlined in the Metrics Review and Analysis service and assist Customer in updating/adding learning objects and approval policies as part of Customer's initial implementation
 - Unlimited access to Halogen eLearning Manager™ administrator training content for up to two (2) Halogen administrators
 - Unlimited access to Halogen eLearning Manager™ Essential Training program for Managers and Employees for up to five hundred (500) employees
- If **Halogen Job Description Builder™ Continuous Advancement** is purchased, Level I component includes up to four (4) hours in total each year with a Halogen Implementation Consultant to perform the following:
 - Competency Library Review and Action Planning – up to two (2) hours of consulting to conduct a focused analysis of the results and create an action plan
 - Process Optimization - up to two (2) hours of consulting to implement relevant items from action plan outlined in the Competency Library Review and Action Planning service and assist Customer in the re-launch of the subsequent process(es) created as part of Customer's initial implementation
 - Unlimited access to Halogen Job Description Builder™ administrator training content for up to two (2) Halogen administrators
 - Unlimited access to Halogen Job Description Builder™ Essential Training program for Managers for up to one hundred (100) managers
- If **Halogen eRecruitment™ Continuous Advancement** is purchased, Level I component includes up to four (4) hours in total each year with a Halogen Implementation Consultant to perform the following:
 - Metrics Review and Analysis – up to two (2) hours of consulting to evaluate metrics, review stages and activities and create an action plan as per deliverables identified in the initial implementation
 - Process Optimization – up to two (2) hours of consulting to implement relevant items from action plan outlined in the Metrics Review and Analysis service
 - Unlimited access to Halogen eRecruitment™ administrator training content for up to two (2) Halogen administrators
 - Unlimited access to Halogen eRecruitment™ Essential Training program for Managers for up to one hundred (100) managers
- If **Halogen® 1:1 Exchange™ Continuous Advancement** is purchased, all Levels include up to one (1) hour in total each year with a Halogen Implementation Consultant to perform the following:
 - Metrics Review and Analysis – consulting to evaluate metrics, review stages and activities and create an action plan as per deliverables identified in the initial implementation
 - Process Optimization – consulting to implement relevant items from action plan outlined in the Metrics Review and Analysis service

- Unlimited access to Halogen® 1:1 Exchange™ on-demand tutorials for up to two (2) Halogen administrators
- If **Halogen® Myers-Briggs® Continuous Advancement** is purchased, Level I component includes up to two (2) hours in total each year with a MBTI certified Halogen Consultant to perform the following:
 - Metrics Review and Analysis – up to one (1) hour of consulting to evaluate metrics, review type distribution and create an action plan
 - Process Optimization – up to one (1) hour of consulting to implement relevant items from action plan outlined in the Metrics Review and Analysis service
 - Unlimited access to Halogen® Myers-Briggs® on-demand tutorials for up to two (2) Halogen administrators

(c) **Manager & Employee End User Training Services & Fees**

Halogen will provide a series of one (1) session of Halogen eAppraisal™ web-based training for Manager End Users to be delivered on-line. Each Manager session will not exceed 1.5 hours in length, plus applicable trainer preparation activities and wrap-up. The training charge for the initial Manager session is US\$ 575.00, with each subsequent session in the same series charged at US\$325.00 per session, for a total of **US\$ 575 .00**.

Halogen will provide a series of two (2) sessions of Halogen eAppraisal™ web-based training for Employee End Users to be delivered on-line. Each Employee session will not exceed 1.0 hour in length, plus applicable trainer preparation activities and wrap-up. The training charge for the initial Employee session is US\$425.00, with each subsequent session in the same series charged at US\$325.00 per session, for a total of **US\$ 750.00**.

Total training charge for the sessions above is **US\$ 1,325.00**.

2. TRAINING MATERIALS & COPYRIGHT

Training materials are available only for the current standard release of the Software product(s) licensed by Customer, and are only available where Customer has paid the applicable Annual Professional Services Fee pursuant to Section 6 of Schedule A to the Agreement. Customer acknowledges that any reference materials provided by Halogen to Customer in electronic or hard copy format in connection with training and/or consulting services are the copyright of Halogen and are to be used by Customer for its internal use only. Unless otherwise directed by Halogen, these materials are not to be reproduced, copied or distributed by Customer in any form other than as required to train Customer's employees. Videotaping or other electronic and/or audiovisual recording of a training or consulting session conducted by a representative of Halogen is strictly prohibited.

3. OTHER PROFESSIONAL SERVICES

Additional Professional Services may be procured from Halogen upon request by Customer and execution of a Services Agreement in accordance with the Agreement and this Appendix D.

Customer may also request additional consulting services from their Halogen implementation consultant if required. Halogen's current rates for such consulting services are as follows: US\$1650/month, which would entitle Customer to work with a Halogen implementation consultant (approximately 2 hours per week to a maximum of 8 hours total per month) doing various tasks to assist Customer. This includes but is not limited to meetings, forms or process reviews or other tasks as discussed with Customer during regular weekly meetings. Alternatively, Customer may contract for hourly assistance. Halogen's current rates are US\$250/hour (web-based or telephone consulting); or US\$1650/day (on-site consulting) plus travel & living expenses. Halogen would be pleased to provide any or all of the above services by separate quote pursuant to a Services Agreement.

4. CHANGE REQUESTS

Either party may, from time to time, wish to make changes to the Professional Services or deliverables as set out in a Services Agreement ("Change Requests"). Halogen and Customer will negotiate in good faith any changes to costs, scope or delivery schedules arising from any requested Change Request. Halogen will provide Customer with a quote for the mutually acceptable changes in the scope or timing of the Professional Services, and Customer shall indicate its acceptance of the quote in writing. No oral agreement between persons involved in the project will be binding on either Halogen or Customer. Unless and until a proposed Change Request has been approved by the parties in writing, each party shall continue to perform its obligations under the Services Agreement as if the change had never been proposed.

5. PROFESSIONAL SERVICES EXPENSES

Halogen invoices expenses monthly, in arrears, as incurred. In connection with Professional Services performed at Customer's site, if any, Customer is responsible for actual travel and living expenses incurred by the Halogen trainer and/or consultant. These expenses will be invoiced by Halogen upon the completion of such on-site services, including without limitation, expenses relating to air and land transportation, hotel accommodation, and meal per diems and incidentals (maximum US\$80.00/diem local currency). If transportation and/or hotel accommodation are arranged by Customer on behalf of Halogen, such arrangements will be subject to Halogen's written pre-approval. All travel and living expenses billed by Halogen in accordance with its Travel & Expense Guidelines are due upon receipt of invoice.

If travel time is outside of the assigned Halogen training consultant's continent of residence, Customer shall also pay to Halogen a flat fee of US\$1,500/Halogen representative per on-site visit. Halogen recognizes the following continents: North America, South America, Europe (including British Isles), Asia, Africa, Australia and Antarctica. For clarity, travel to Hawaii, Alaska, Puerto Rico and/or Mexico from North America will require payment of the foregoing fee.

In connection with Professional Services performed at Customer's site, if any, Customer is generally responsible for the reimbursement of travel and living expenses incurred by Halogen due to flight cancellations or missed travel connections which are not caused by the actions of Halogen or its employees/agents.

Customer shall have the following alternatives with respect to teleconferencing:

(i) if Customer is located within Global Crossing's North American IFN toll-free calling area Customer will have the option to use "GoToMeeting" (Web) and/or an IFN toll-free number; (ii) if Customer is International and located within Global Crossing's current UIFN toll-free calling area Customer will have the option to use "GoToMeeting" (Web) and/or a UIFN toll-free number; and (iii) if Customer is International and located outside of Global Crossing's current UIFN toll-free calling area Customer will be asked to either call Halogen directly or provide their toll-free number for Halogen's use.

6. SCHEDULING & POSTPONEMENT/CANCELLATION

The stated project timelines referenced above are based upon delivery of the Professional Services in an uninterrupted manner over consecutive weeks per Software module. Customer acknowledges and agrees that requests by Customer to suspend the delivery of certain Professional Services may incur additional costs.

Specifically, training and consulting services must be booked and taken within the first twelve (12) months from the Effective Date as defined herein. Scheduling for training/consulting should be done as early as possible to assist in travel arrangements. If Customer postpones, cancels or fails to attend a scheduled training or consulting engagement without a minimum of ten (10) Business Days prior written notice to Halogen, Customer shall pay to Halogen a lost utilization fee equal to the lesser of (i) \$1,650 (local currency); and, (ii) the training/consulting engagement contract value. In addition, Customer shall pay to Halogen all unrecoverable fees and expenses associated with such cancellation, including without limitation, non-refundable travel costs. Such fees and expenses shall be invoiced by Halogen in a timely manner following Customer's cancellation.

All web-based training session(s) and related services will be delivered via the use of a combination of web collaboration software (for screen interaction) and telephone (for voice communication). Halogen expressly disclaims all warranties and representations regarding the quality of such web collaboration software and voice communication services, including without limitation that such services will be uninterrupted, timely, secure or error free. Customer specifically acknowledges and agrees that all training session(s) will take place at the mutually agreed upon time(s).

7. ASSUMPTIONS, CUSTOMER RESPONSIBILITIES AND ACKNOWLEDGMENTS

- Customer will provide a single point of contact with authority to work with Halogen.
- Customer is responsible for providing the required text for the Email Notification Center.
- Customer is responsible for performing a final quality check.
- Customer is responsible for utilizing Halogen's hot-line support as required for software support related issues. Customer is responsible for creation and maintenance of all additional content.
- Customer is responsible for all user center data, global settings within the options functionality, and extracting data for report generation with external tools.
- Customer will be required to complete, execute and return to Halogen a Configuration Sign-off Form prior to Customer's deployment of the Halogen EPM application, failing which, Halogen disclaims all liability for system configuration issues, if any, which may be experienced by Customer.

- Customer is responsible for the provision of the employee data in the required import format and for validating the import of data in the Halogen EPM User Center.
- Annual Metrics Review and Action Planning, and Process Optimization services will be performed on configuration of deliverables outlined in Section 1(a) of this Appendix D and cannot be transferred without following Halogen's standard Change Request process.
- Halogen reserves the right to add, delete or modify any training content provided pursuant to Section 1 of this Appendix D.
- Halogen will provide Professional Services to Customer in English only. Customer is responsible for providing an English speaking point of contact and for all translation requirements.
- Halogen will make all reasonable efforts to accommodate global time zones. To that effect, Halogen will provide Customer with access to staff resources identified in Section 1 of this Appendix D within standard working hours where the Halogen team member resides.
- Notwithstanding anything contained in this Appendix D, Customer acknowledges that in the event Customer requires or is entitled to 0.5 day or less of training or on-site consulting, Halogen will provide such training or consulting via the web, rather than via an on-site session. In the event that Customer requests an on-site session for 0.5 days or less of training or consulting, Customer shall be required to purchase an additional 0.5 day of additional services for a minimum total of 1.0 day of on-site services.
- **If Halogen eAppraisal™ is licensed:**
 - Implementation of core Halogen eAppraisal™ functionality such as linking to corporate goals, development planning and setting up talent profiles is included in this service package
 - Customer is responsible for providing the development plan data in the required import format and for validating the final development plan content.
 - Customer is responsible for identifying the subjects of the appraisal process(es) and for validating the Halogen EPM Participant Center.
 - Customer is responsible for defining and approving the process steps (workflow) required to support the appraisal process(es) as well as for monitoring processes.
 - Standard functionality will be used. Specifically, standard Halogen eAppraisal™ competencies will be used in the form design. If required, Customer will receive sufficient guidance to implement their specific competencies.
 - Customer will provide all appraisal forms to be created to Halogen in MS Word or MS Excel format.
 - Customer understands that the forms available within the Halogen eAppraisal™ application may not appear as exact duplicates of the Customer's original MS Word or Excel forms, and that minor variations in form appearance may be required in order to better leverage the capabilities of the Halogen eAppraisal™ software.
 - Form templates outlined in Section 1(a) of this Appendix D are to be used within the same process configured by Halogen. For example, if the Customer is deploying an annual appraisal process, up to two (2) form templates will be created to support the annual appraisal process (i.e. a manager and an employee form, or an exempt and non exempt form). Form(s) to support processes not configured by Halogen can be purchased under a separate Services Agreement. For example, if Customer is deploying an annual appraisal process with one (1) form template and chooses to also deploy a goal setting process then the goal setting form template would not be included.
- **If Halogen eSuccession™ is licensed:**
 - Customer is responsible for supplying succession planning business rules and workflow, talent pools and related competencies.
- **If Halogen eCompensation™ is licensed:**
 - Customer is responsible for supplying compensation business rules and workflow.
- **If Halogen eLearning Manager™ is licensed:**
 - Customer is responsible for supplying all learning content in the required import format and for validating the import of data.
- **If Halogen eLearning Manager™ is licensed without any other modules:**
 - Customer is responsible for supplying all learning content in the required import format and for validating the import of data.
 - Implementation of core Halogen eAppraisal™ functionality such as linking to corporate goals, development planning and setting up talent profiles is included in this service package
 - Customer is responsible for providing the development plan data in the required import format and for validating the final development plan content.
 - Standard functionality will be used. Specifically, standard Halogen competencies will be used in the development planning and Halogen eLearning Manager™ configuration. If required, Customer will receive sufficient guidance to implement their specific competencies.
- **If Job Description Builder™ is licensed:**
 - Customer understands that the job descriptions available within the Halogen Job Description Builder™ application may not appear as exact duplicates of the Customer's original MS Word or Excel forms, and that minor variations in form appearance may be required in order to better leverage the capabilities of the Halogen Job Description Builder™ software.
- **If Job Description Builder™ is licensed without any other modules:**
 - Customer understands that the job descriptions available within the Halogen Job Description Builder™ application may not appear as exact duplicates of the Customer's original MS Word or Excel forms, and that minor variations in form appearance may be required in order to better leverage the capabilities of the Halogen Job Description Builder™ software.
 - Implementation of core Halogen eAppraisal™ functionality such as linking to corporate goals, development planning and setting up talent profiles is included in this service package
 - Creating and managing competency libraries is included in this service package.
- **If Halogen eRecruitment™ is licensed:**
 - Customer is responsible for all data entry required to enter pre-existing job requisitions and candidate information. Customer can contract Halogen to perform these services pursuant to a separate Services Agreement.
- Additionally, Customer acknowledges and agrees that:
 - delays by Customer in providing information and decisions to Halogen may negatively impact the dates, prices and scheduling commitments expressed in this Agreement.
 - the following deliverables are not included in this Agreement but Halogen would be pleased to provide a separate quotation for such services:
 - If Halogen eAppraisal™ is licensed, data entry of corporate goals/departmental goals
 - If Halogen eAppraisal™ is licensed, custom comment helper
 - If Halogen eLearning Manager™ is licensed, import of historical course data
 - Deployment of a multi-lingual environment
 - Significant changes to the Halogen UI property file

8. TERMINATION OF ANNUAL PROFESSIONAL SERVICES

Following the initial subscription term (as identified in Section 1 on Page 1 of this Agreement), if, in accordance with Section 7 of Schedule A, Customer renews the Agreement for successive one year terms, Customer shall either (i) elect not to renew the Annual Professional Services at the end of such initial subscription term, or any renewal term, by providing Halogen with at least thirty (30) days prior written notice of its intention to terminate; or (ii) renew the Annual Professional Services in accordance with such Section.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 17, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #14-72, Amending City Employee Manual Regarding Compensation Policy.

Note: The Finance/Personnel Committee approved the attached changes to the Compensation Policy which includes new language regarding pay for performance. The performance management employee team met this week and finalized how employees will be evaluated on their performance evaluation and decided to have half points between each score. Therefore, the compensation policy was updated on page 2, under merit pay to reflect that change. The total dollar amount eligible for merit pay remains unchanged.

As you probably recall, the City Council approved the compensation model which included pay for performance.

To do that we put together a performance management team comprised of a cross section of employees from the various departments. The team members consisted of Allen Lubarda, Street Superintendent; John Kleuskens, Water Maintenance Worker; Chrystal Woller, Health Officer/Director; John Hallam, Parks Maintenance Worker; Paula Rahn, Community Service Manager; Lea Taylor, Police Office Assistant; Daryl Carter, DPW Equipment Operator; Bob Krzewina, Engineer Senior Technician; Larry Delo, City Administrator; Carey Danen, Building Inspection/Planning Administrative Assistant and myself. We met on nine different occasions from February to May and developed the attached Compensation Policy which includes a pay for performance component.

After each of these meetings, we encouraged the team members to obtain input and suggestions from their co-workers. The proposed policy has changed considerably over the course of our meetings; however, the team members are pleased with the end product. (This does not apply to represented public safety officers as their labor contract outlines their pay increases. The policy applies to approximately 80 employees.)

The changes that have been made to the compensation policy have to do specifically with pay for performance. The proposed plan offers pay for performance two ways:

1. Merit Pay (flat dollar bonus)

2. Pay for Performance Pay/Award (% bonus or flat \$ bonus, or % increase or paid time off)

Merit Pay

The last three years we have been awarding merit pay for our non-represented employees. If employees exceed expectations on their performance evaluation, the maximum amount of increase they are eligible to receive is \$600 per year. Looking back over the last three years, the average merit pay an employee received is approximately \$300 per year.

Pay for Performance Pay/Award

The Pay for Performance Pay and/or Award will be awarded to those employees that have exemplary performance. A pay for performance review team comprised of the City Administrator and two outside managers from other organizations will decide which employees should receive this type of reward. Generally, this would only be given to your shining stars; those employees with exemplary performance. This usually applies to 10-20% of employees.

After numerous discussions, the feedback we were receiving from the team was they wanted to award all employees that were performing above expectations with some type of performance increase. They felt increases would only be given to a very small number of employees the other way.

Either way, the amount of money funded for pay for performance would remain the same. The money essentially would be spread out into two pots of money, versus one. Because the group wanted to continue the merit pay, we decreased the amount of money that could be used for pay for performance pay.

The Compensation Policy defines how we are recommending funding the pay for performance program.

The Performance Pay will be determined each year by taking 1% of the prior year's payroll. Merit pay disbursements will be first determined and the remaining funds may be used for performance pay. 5% of the remaining funds will be put aside for departments to provide immediate recognition to employees throughout the year for exemplary performance. (i.e. bringing in lunch for staff after working together cohesively on a big project, working very long hours to complete a task, etc.)

For example, this year 1% of the prior year's payroll equates to \$46,000. We would first issue merit pay, which based on prior years, has been an average of \$300 per person. For 80 employees this would cost \$24,000. We would then put aside 5% for departments to provide periodic recognition. The total amount for that is \$1,200 or \$15.00 per person. (We would manage the program to ensure the recognition funds weren't just being spent by the supervisors because they had funds available. It would only be available if they had an employee, or group of employees, that deserved recognition.) The remaining amount may be used for performance management pay and/or award. Based on this example, there would be \$22,800 available for this.

This team also worked together to develop a standard performance evaluation and determine in what areas employees should have their performance evaluated. The team felt it was important that the City consider an online performance management system. Therefore, we had a number

of demos from online performance management companies. I intend to bring a recommendation for an online performance evaluation system in the near future, but am currently working on negotiating pricing with a vendor. Rather than delay the process another month from moving forward, I am asking for your approval to take the recommendation directly to the City Council.

I've also attached the 2014 grade order list which shows how our pay plan is structured.

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

Thank you.

ATTACHMENTS:

- Reso14-72 (DOCX)
- Exhibit A Compensation (DOCX)
- 2014 PAY GRADES (XLSX)

RESOLUTION #14-72

AMENDING CITY EMPLOYEE POLICY MANUAL
REGARDING COMPENSATION POLICY

WHEREAS, when the Council approved its new Classification and Compensation Plan in October 2013, it directed that a “pay-for-performance” component of such Plan be developed; and

WHEREAS, the Finance/Personnel Committee has reviewed the proposed “pay-for-performance” component recommended by the Human Resources Director upon the advice and consent of the performance management employee team; and

WHEREAS, the Finance/Personnel Committee recommends approval of such proposal, a copy of which is attached and incorporated as Exhibit A.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves deleting ¶¶ 6.9 and 6.10 of the current Employee Policy Manual, substituting Exhibit A therefore, and re-numbering subsequent paragraphs accordingly.

BE IT FURTHER RESOLVED THAT:

All City officers, officials 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 17th day of June, 2014.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-72 (2299 : Resolution #14-72, Regarding Compensation)

6.9 Compensation Policy

The City of De Pere believes in providing fair and equitable compensation for its employees, such that it will be highly competitive with comparable municipal organizations in the State of Wisconsin.

- a. Objectives. The City has adopted this compensation policy to:
 - i. attract and retain well-qualified employees;
 - ii. provide incentives and motivate employees toward higher performance to achieve the City's short and long-term goals;
 - iii. communicate the organization's expectations regarding different rates of pay;
 - iv. maintain competitive pay levels within the City's limited resources and state-imposed expenditure caps; and
 - v. ensure the consistent administration and application of its compensation policy.
- b. Program. Newly hired employees may be placed administratively anywhere in the assigned range. In determining an appropriate starting rate, consideration shall be given to the experience, education, previous earnings of the candidate and other job-related factors. Hiring above the range minimum requires the approval of the Human Resources Director and City Administrator.
- c. Review of Pay Plan. Pay grade ranges, classifications, and internal pay compensation issues will be reviewed on an as needed basis, but at least every 5 years, in order to properly reflect both the external municipal job market and internal pay equity. A yearly summary of the plan's performance shall be completed by City Administration and report given to the Council.
- d. Changes in Pay Grade. Considerations for change in pay grade can be initiated by the employee, department head or Finance/Personnel Committee. If initiated by an employee, the department head will be requested to submit documentation for presentation to the Finance/Personnel Committee as to whether the request of the employee for change in pay grade is warranted. A change in pay grade will only be considered if the employee's duties have changed sufficiently to warrant a reevaluation.
- e. Pay Increases.
 - i. Step Movement. Employees below the range Control Point shall advance the equivalent of one step a year until they reach the Control Point. These increments shall be based upon measured performance that at least meets expectations and shall be in addition to any other approved general yearly cost of living wage adjustments.

- ii. Yearly Adjustments. Yearly cost of living wage adjustments (based on Midwest consumer price index) may be provided as approved by the Common Council during the budget process unless not warranted based on individual performance as determined by the City Administrator with supervisory input. All employees, except those red-circled (above 120% of market) are eligible for a COLA increase.
- iii. Pay for Performance. An incentive program to reward employees for exceptional work exceeding expectations. The City rewards exceptional performance two ways: (1) merit pay and (2) performance pay/award.

1. Merit Pay

a. Merit Pay Award.

The employee must meet or exceed expectations in all areas of the performance evaluation for the year on which the merit pay is based.

Employees are reviewed utilizing determined competencies. See performance evaluation policy for identified competencies. The maximum amount of merit pay an employee is eligible for is \$600 per year. The dollar value per competency identified below is based on the performance evaluation having 4 competencies. If a performance evaluation has more or less than 4 competencies, the total amount for each competency will be pro-rated, with the max remaining at \$600.

- \$150 for each competency in which the employee receives a rating of 5
- \$125 for each competency in which the employee receives a rating of 4.5
- \$100 for each competency in which the employee receives a rating of 4
- \$75 for each competency in which the employee receives a rating of 3.5

2. Pay for Performance Pay/Award. Employees may be nominated for a performance pay/award by themselves, anonymously by a co-worker, or by a supervisor. All self and co-worker nominations must be approved by the employee's supervisor to be considered. See addendum __ for procedures on how to submit a nomination.

a. Performance Pay/Award Options.

- Salary increase - percentage increase added to annual salary (applicable to those not red-circled)

- Bonus - paid out as a set dollar amount or a percentage of salary (applicable to all employees including those red-circled)
- Paid time off (applicable to all employees including those red-circled)

Combination of two of the above (ex. salary increase, bonus or paid time off)

- b. Review Team. A Performance Pay/Award Review Team will review all employees recommended for a performance pay/award.

The PFP Review Team will consist of the City Administrator along with 2 supervisors from an outside organization. After reviewing all nominations, the PFP review team will decide which employees warrant a performance pay/award when rated against all City employees.

The PFP Review Team will decide how pay for performance awards will be distributed.

Funding of Pay for Performance Program. The total funds to be used for employees will be recommended by the Mayor annually as part of the proposed executive budget. Total funds to be used for the pay for the pay for performance program will be determined by the Common Council annually as part of the annual budget approval process.

Total pay disbursement to employees cannot exceed the total funding available for pay for performance pay in the adopted budget. If total pay expenditures are below available funds, excess funds are returned to the general fund balance at the end of the calendar year.

The Performance Pay will be determined each year by taking 1% of the prior year's payroll. Merit pay disbursements will be first determined and the remaining funds may be used for performance pay. 5% of the remaining funds will be put aside for departments to provide immediate recognition to employees throughout the year for exemplary performance. (i.e. bringing in lunch for staff after working together cohesively on a big project, working very long hours to complete a task, etc.)

Employee Eligibility. Regular full-time non-represented employees and part-time employees.

Employees must be employed with the City a minimum of 12 consecutive months and for the full year to receive pay for performance. Pay will be

prorated as a percentage of a 2,080-hour annual work schedule for part-time employees.

An annual performance evaluation must be completed for the year in which the merit pay is based.

Employees who do not meet expectations in any area of the performance evaluation for the year are not eligible for pay for performance.

Employees must be actively employed at the time of the performance disbursement. Employees who are on paid or unpaid leave due to disciplinary action by the City are not considered actively employed for purposes of eligibility.

Disbursement of Merit Pay and Performance Pay/Awards. All payments (merit pay, performance pay/award) will be disbursed to eligible employees in the second payroll in May of each year or the first payroll following the completion and tabulation of all evaluations of eligible employees.

2014 GRADE ORDER LIST											
GRADE	JOB TITLE	DEPARTMENT	FLSA	Minimum					Control Point	Pay for Performance	120.0% Maximum
				87.5% Step 1	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	100.0% Step 6		
T	CITY ATTORNEY/ASSISTANT CITY ADMINISTRATOR	CITY ATTORNEY	E	\$43.91	\$45.16	\$46.42	\$47.67	\$48.93	\$50.18	è	\$60.22
S	DIRECTOR OF PLANNING/ECONOMIC DEV.	PLANNING	E	\$40.35	\$41.50	\$42.65	\$43.80	\$44.96	\$46.11	è	\$55.33
	FINANCE DIRECTOR	FINANCE	E								
	FIRE CHIEF	FIRE	E								
	POLICE CHIEF	POLICE	E								
	PUBLIC WORKS DIRECTOR	PUBLIC WORKS	E								
R	CITY ENGINEER	ENGINEERING	E	\$37.67	\$38.75	\$39.82	\$40.90	\$41.97	\$43.05	è	\$51.66
	DIRECTOR PARKS, REC & FORESTRY	PARK	E								
	H-R DIRECTOR	HUMAN RESOURCES	E								
Q	vacant			\$35.88	\$36.91	\$37.93	\$38.96	\$39.98	\$41.01	è	\$49.21
P	CHIEF INSPECTOR/ASSISTANT ASSESSOR	BUILDING INSPECTION	E	\$34.10	\$35.07	\$36.05	\$37.02	\$38.00	\$38.97	è	\$46.76
	HEALTH OFFICER/DIRECTOR	HEALTH	E								
	INFORMATION TECHNOLOGY ADMIN.	IT	E								
	POLICE-CAPTAIN	POLICE	E								
O	ASS'T FIRE CHIEF & INSPECTION	FIRE	E	\$32.31	\$33.24	\$34.16	\$35.08	\$36.01	\$36.93	è	\$44.32
N	ASS'T CITY ENGINEER	ENGINEERING	E	\$30.54	\$31.41	\$32.28	\$33.16	\$34.03	\$34.90	è	\$41.88
	STREET SUPERINTENDENT	STREET	E								
M	CLERK-TREASURER	CLERK-TREASURER	E	\$28.75	\$29.57	\$30.40	\$31.22	\$32.04	\$32.86	è	\$39.43
	PARK SUPERINTENDENT/CITY FORESTER		E								
L	COMMUNITY CENTER MANAGER	PARK	E	\$26.97	\$27.74	\$28.51	\$29.28	\$30.05	\$30.82	è	\$36.98
	PARK/REC SUPERVISOR	PARK	E								
K	GIS COORDINATOR	GIS	E	\$25.18	\$25.90	\$26.62	\$27.34	\$28.06	\$28.78	è	\$34.54
	PUBLIC HEALTH NURSE	HEALTH	E								
J	BUSINESS MANAGER	POLICE	E	\$23.40	\$24.07	\$24.73	\$25.40	\$26.07	\$26.74	è	\$32.09
	SANITARIAN	HEALTH	E								
	ASST. BUILDING INSPECTOR	BUILDING INSPECTION	NE								
I	ENGINEER SENIOR TECHNICIAN	ENGINEERING	NE	\$21.61	\$22.23	\$22.85	\$23.47	\$24.08	\$24.70	è	\$29.64
	MECHANIC LEADPERSON	MECHANICS	NE								
	DPW FOREPERSON	STREET	NE								
	WATER DEPARTMENT FOREPERSON	WATER	NE								
H	HUMAN RESOURCE GENERALIST	HUMAN RESOURCES	NE	\$19.84	\$20.40	\$20.97	\$21.54	\$22.10	\$22.67	è	\$27.20
	PARALEGAL	CITY ATTORNEY	NE								
	MECHANIC	MECHANICS	NE								
	PAYROLL SPECIALIST	FINANCE	NE								
	MAINTENANCE SPECIALIST	PARK	NE								
G	ACCOUNTS PAYBLE CLERK	FINANCE	NE	\$18.05	\$18.57	\$19.08	\$19.60	\$20.11	\$20.63	è	\$24.76
	ADMINISTRATIVE ASSISTANT (Fire, Admin/Mayor, Build./Plan, Park, PW)	VARIOUS	NE								
	MAINTENANCE TECHNICIAN	PARK	NE								
	COMMUNITY CENTER ACTIVITY COORD	PARK	NE								
	COMMUNITY CENTER-SR PROGRAMS COORD	PARK	NE								
	DEPUTY CITY CLERK	CLERK-TREASURER	NE								

	LEAD ARBORIST	PARK	NE								
	DPW EQUIPMENT OPERATOR	DPW AND WATER	NE								
	WATER DEPT BILLING CLERK	WATER	NE								
	WATER DEPARTMENT MAINTENANCE WORKER	WATER	NE								
	MUNICIPAL COURT CLERK	MUNICIPAL COURT	NE								
F	DPW MAINTENANCE WORKER	DPW	NE	\$16.27	\$16.73	\$17.20	\$17.66	\$18.13	\$18.59	è	\$22.31
	OFFICE ASSISTANT (Parks, Police, Health, Engineering/PW)	VARIOUS	NE								
	PARKS MAINTENANCE WORKER	PARKS	NE								
	ARBORIST	PARKS	NE								
	VIDEO PRODUCTION & MARKETING COORD	IT	NE								
E	vacant			\$14.93	\$15.35	\$15.78	\$16.21	\$16.63	\$17.06	è	\$20.47
D	vacant			\$13.83	\$14.22	\$14.62	\$15.01	\$15.41	\$15.80	è	\$18.96
C	vacant			\$12.80	\$13.17	\$13.53	\$13.90	\$14.26	\$14.63	è	\$17.56
B	vacant			\$11.86	\$12.20	\$12.53	\$12.87	\$13.21	\$13.55	è	\$16.26

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

MEETING DATE: June 17, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Consider Community Service Grant Application.

ATTACHMENTS:

- 6-17-14 Grant Application (PDF)



City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:	AMSOIL Dealer		
Grant Applicant Name:	Jeff Sankowsky	Email address:	jeffsautomotive1@yahoo.com
Physical Address:	219 Despkine Rd. DePere, WI 54115		
Phone Number:	920-202-0697	Alt. Phone Number:	920-465-2127
Date:	Program Title:		

INSTRUCTIONS

Goals should always be: **S** – Specific **M** – Measurable **A** – Achievable **R** – Realistic **I** – Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

1. **Goal/Objective.** Briefly describe each goal/objective and when the goal/objective should be met or accomplished.
2. **Measurement.** How will the goal/objective be achieved? What benefit will citizens of the city of De Pere gain through this project?
3. **Itemize all anticipated expenses.** Describe all materials that will need to be purchased for the project and how they will relate to the overall objective. Also provide cost estimates associated with the project, not to exceed \$300.00.

PROJECT OUTLINE

Description:

1. To introduce quality synthetic lubricants to the entire city fleet vehicles including maintenance, police, and fire. This will help improve reliability, reduce maintenance costs, lessen the impact to the environment, and show the community the same.
2. To introduce organic/natural fertilizers to the city's plantings. This will help reduce maintenance costs, city beauty, lessen the impact to the environment, and to help show your continual efforts to be a "Green Community".

1ST GOAL/OBJECTIVE**Description:**

My Goals would be to meet with each of the departments involved and give them a presentation on the subjects and answer any questions they may have. I will provide them with hand outs and give them different options to try and get them started. To provide enough hand outs and materials for everyone I would be looking at no more than \$200. I will only need what is necessary so if it is less I will only require less.

2ND GOAL/OBJECTIVE**Description:****3RD GOAL/OBJECTIVE****Description:****MISCELLANEOUS INFORMATION**

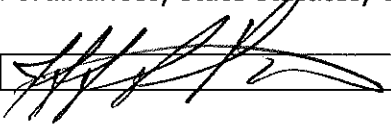
Deadlines: Grant application deadline is : June 1, 2014. The City Council will evaluate the proposals for selecting recipients at the 2nd Council meeting of the month of award.

All grant applications shall be submitted to the City Clerk's office on or before the grant deadline.

The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improves community infrastructure
4. Creativity of proposal
5. Enhances the aesthetic quality of the city
6. Contributes to city culture or an overall sense of community

Your signature below indicates that your application, if selected, will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the aforementioned project. No grant funds may be used for alcohol, drugs, any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature (Group Representative):  Date: 3/8/14

Printed Name (Group Representative): JEFF SONKOWSKY

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 17, 2014

DEPARTMENT: Fire Department

FROM: Jeffrey Roemer

SUBJECT: Discussion to consider Functional Consolidation Project with Green Bay Metro Fire Department

I have drafted this functional consolidation proposal for the Councils review and direction. The proposal is for a 6 month functional consolidation project with the Green Bay Metro Fire Department, which includes monthly reports and evaluations from the Chiefs.

ATTACHMENTS:

- DPFR - GBMFD Final Proposal (DOC)



GBMFD – DPFR FUNCTIONAL CONSOLIDATION PROPOSAL

PILOT FUNCTIONAL CONSOLIDATION PROJECT WITH GREEN BAY METRO FIRE DEPARTMENT (GBMFD) AND DE PERE FIRE RESCUE (DPFR)

Definition – Both organizations would maintain their existence while some department functions are combined. The project pilot period would be for six months. The Chiefs will prepare monthly progress reports to the Councils and will be prepared to deliver recommendations prior to the end of the six month pilot project being completed. There will be a formatted evaluation form on each of the functional areas that will be included in the monthly reports.

FUNCTIONAL AREAS OF INCLUSION DURING THE PROJECT:

Fire Prevention – Combine the GBMFD and DPFR programs for fire inspections, public education and fire investigations into one program. This will provide better coordination with businesses that have locations both in Green Bay, Allouez and De Pere. It would also provide enhanced public education opportunities. Green Bay's Fire Marshal's office would coordinate activities with De Pere Fire Administration and shift officers for the delivery of public education programs, implementation of the fire inspection program and coordination with fire investigations.

Fire-EMS Operations – This will provide both departments with the ability to better utilize and coordinate resources as multiple incidents occur. Station move-ups would be easier to make, allowing for balanced protection and response times, as opposed to the current empty stations and coverage when concurrent incidents occur. A Green Bay Battalion Chief will respond on all De Pere structure fire calls and other incidents when requested. Shifts will combine briefings each morning and coordinate activities together. When the Allouez station is empty, De Pere station 1 will be staffed and cover Allouez for first due engine and EMS. When both De Pere stations are empty, Green Bay will staff station 8 and cover De Pere for first due engine and EMS.

Technical Rescue – Technical rescue includes elevated rescue, confined space rescue, rope rescue and building collapse. These are incidents that need a high level of equipment and training and have low level of incidents. GBMFD, DPFR and Bellevue Fire all have technical rescue equipment and trained personnel. During this pilot project time, GBMFD and DPFR will combine and coordinate technical rescue response for incidents in Green Bay and De Pere.

Water-Ice Rescue – All water or ice rescue incidents will include a joint dispatch with De Pere and Green Bay water/ice rescue resources.

Training – Coordinated and organized training is needed if any functional consolidation is to ever be effective. GBMFD and DPFR will work under Green Bay's newly created training



GBMFD – DPFR FUNCTIONAL CONSOLIDATION PROPOSAL

program and will utilize video conferencing and instructors from both departments to deliver shift and regularly scheduled fire and EMS training with both departments.

Purchasing – Joint purchasing has taken place sporadically over the last several years. There will be a coordinated effort of joint purchasing, including combined specification committees, better coordination with major equipment needs and purchases. A joint committee will be established to begin reviewing major capital and working on a potential capital improvement plan.

Staff Functions – GBMFD Chief Officers along with DPFR Administration and Shift Officers will coordinate the better utilization of personnel for training, public education, inspections, investigations, incident response, daily staffing and standards of coverage. Representatives from both departments will attend each other's staff meetings and briefings as needed.

Administration – DPFR and GBMFD administrative staff will meet on a bi-weekly basis to review ways to get better utilization of personnel, provide department oversight and management of budget, purchasing, human resources, scheduling policies and organization.

COST

The City of De Pere is estimating the need for administrative support of approximately 40 hours per month and will pay Green Bay Metro Fire Department a monthly fee not to exceed \$2,400 per month for a total of \$14,400 for the 6 month pilot project.

FUNCTIONAL CHART

The following chart illustrates how the individual functions are currently handled by each department and the proposed changes with the pilot project. The actual cost is estimated above, but would have to be negotiated with both Cities. The savings during the pilot project would be based on the cost of the current DPFR administration and implementation of the proposed recommendations.

Function	Current	Proposed	Cost/Savings
Fire Prevention	Each department currently manages all of their annual fire inspections, fire investigations and public education and prevention activities individually. The city of De Pere has been without someone in this position since the	Administrative coordination with GBMFD. Green Bay currently has four officers managing inspection issues, investigations and public education. De Pere's coordination in these areas is being covered by shift	The cost would come out of the \$2,400 per month paid to Green Bay. The savings could result from the salaries associated with the current administration salaries in De Pere.



GBMFD – DPFR FUNCTIONAL CONSOLIDATION PROPOSAL

	first of the year.	Captains and the Chief. Working with GBMFD in these program areas would greatly enhance these services in De Pere.	
Function	Current	Proposed	Cost/Savings
Fire-EMS Operations	Operations are handled individually for each department. When stations on East and West sides of Cities are empty, there is no provision for move up coverage. Briefings are not shared. There is currently no provision for joint response of equipment or officers until the departments reach a third alarm level.	Joint briefings to cover current issues and assignments each day. Station move-ups to cover East and West sides of Cities as department's resources are exhausted. Joint response of resources and officers to assist with initial alarms and coverage.	This would also be part of the monthly cost. This could lead to major future savings reducing the need for the amount of apparatus each community needs, the amount of reserve apparatus. Fire property loss and EMS long term care expenses should also be improved with faster and coordinated responses.
Function	Current	Proposed	Cost/Savings
Technical Rescue	Each department struggles with the ability to keep personnel trained in all aspects of technical rescue and provide the needed equipment. The service must be provided when needed but technical rescue is a high risk – low volume type of operation.	Joint management, equipment, training and response of each department to better utilize on-duty and off-duty resources to handle technical rescue incidents.	Combining equipment and location of equipment, personnel training and resource response should allow for economies of scale and long term reduction of costs related to technical rescue.
Function	Current	Proposed	Cost/Savings
Water-Ice Rescue	GBMFD has a larger boat that is docked in the water and staffs the boat with on-duty	Joint training, utilization of equipment and response would	No additional costs and no anticipated savings in this area. Response and rescue



GBMFD – DPFR FUNCTIONAL CONSOLIDATION PROPOSAL

	personnel who have received special training. DPFR has a smaller boat that is trailered and can be launched above or below the dam. Ice rescue is handled individually by both departments with similar equipment.	provide improved resources for both Cities, along with backup rescue for the initial rescuers in each incident.	services would be improved.
Function	Current	Proposed	Cost/Savings
Training	GBMFD had recently changed their entire training program and has improved the ability to provide needed training. DPFR has attempted to implement a new training program which has not addressed the fire training needs. DPFR's EMS training has drastically improved. The departments have not been training together on a regular basis.	Joint training program, joint instructors from both departments, joint resource coordination for training, daily shift training, working and training together as a team.	Off duty training costs and school costs should be reduced. Utilization of Aurora Bay Care Physicians, Polycom and combined instructors from both departments should reduce overall training and overtime costs.
Function	Current	Proposed	Cost/Savings
Purchasing	Each City works within their own purchasing structure to purchase items. Occasionally efforts are made to combine large capital type purchases.	Creation of a joint purchasing committee that will work together for economies of scale and joint purchasing of all items. This will include joint specification committees that will work together on major equipment purchases from the	If done correctly this should greatly reduce the overall costs of daily operational purchases, better control of inventories and major reductions in needed capital purchases.



GBMFD – DPFR FUNCTIONAL CONSOLIDATION PROPOSAL

		beginning to the end of the purchase.	
Function	Current	Proposed	Cost/Savings
Staff Functions	There is no coordination of staff personnel for training, public education, inspections, investigations, incident response, daily staffing and standards of coverage.	Coordination of all activities including daily briefings, trainings, public education, inspections, investigations, incident response, daily staffing and standards of coverage.	Again, the economies of scale and better coordination of resources should enhance efficiencies and effectiveness.
Function	Current	Proposed	Cost/Savings
Administration	Each department handles all of their administration individually.	Joint administration. During the pilot project time period both administrations would work closely together to implement all of the functional areas of consolidation that are listed above. There would be daily interaction and coordination.	The initial cost would be the monthly recommended fee. The potential savings would be determined by the eventual reduction of current administrative positions. One to two administrative positions could be eliminated at an estimated savings of \$80,000 to \$150,000 per year.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 17, 2014
DEPARTMENT: Finance Department
FROM: Joe Zegers
SUBJECT: 2013 Audit Report.

ATTACHMENTS:

- 2013 Audit Management Letter (PDF)
- 2013 Annual Financial Report (PDF)

MANAGEMENT COMMUNICATIONS
CITY OF DE PERE, WISCONSIN
DECEMBER 31, 2013

CITY OF DE PERE, WISCONSIN
December 31, 2013

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To the City Council
City of De Pere
De Pere, Wisconsin

We have completed our audit of the basic financial statements of the City of De Pere, Wisconsin (the "City") as of and for the year ended December 31, 2013. The City's financial statements, including our report thereon dated June 11, 2014, are presented in a separate audit report document. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities Under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to plan and perform our audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement and are fairly presented in accordance with accounting principles generally accepted in the United States of America. Because an audit is designed to provide reasonable, but not absolute, assurance and because we did not perform a detailed examination of all transactions, there is a risk that material errors, fraud, noncompliance with the provisions of laws, regulations, contracts and grants or other illegal acts may exist and not be detected by us.

In planning and performing our audit, we considered the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting.

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the City's compliance with those requirements.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our correspondence about planning matters.

Significant Audit Findings

Consideration of Internal Control

In planning and performing our audit of the financial statements of the City as of and for the year ended December 31, 2013, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our

auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control. Our report on internal control over financial reporting and on compliance and other matters is presented on pages 55 - 56 of the annual report.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore there can be no assurance that all such deficiencies have been identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented, or detected and corrected on a timely basis. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control, that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in the City's internal control to be significant deficiencies:

Finding 2013-001	Preparation of Annual Financial Report
Finding 2013-002	Adjustments to the City's Financial Records
Finding 2013-003	Capital Asset Additions and Disposals

These findings are described in detail in the schedule of findings and responses on pages 57 - 58 of the annual financial report.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the City are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2013. We noted no significant transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. To the best of our knowledge, all significant transactions that have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates included in the financial statements were:

Management's estimate of the depreciable life of the capital assets is based upon analysis of the expected useful life of the capital assets. We evaluated the key factors and assumptions and the consistency in these factors and assumptions used to develop the depreciable life in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of accumulated sick leave is based upon analysis of the employees sick leave balance. We evaluated the key factors and assumptions and the consistency in these factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The financial statements reflect all accounting adjustments proposed during our audit. Copies of the audit adjustments are available from management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 11, 2014. The management representation letter follows this communication.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to conducting the audit. These discussions occurred in the normal course of our professional relationship and, to the best of our knowledge, our responses were not a condition our retention.

In addition, during our audit, we noted certain other matters that are presented for your consideration. We will review the status of these comments during our next audit engagement. Our comments and recommendations are intended to improve the internal control or result in other operating efficiencies. We will be pleased to discuss these matters in further detail at your convenience, perform any additional study of these matters, or assist you in implementing the recommendations. Our comments are summarized in the comments and recommendations section of this report.

This communication, which does not affect our report dated June 11, 2014 on the financial statements of the City, is intended solely for the information and use of the City Council, management, and others within the City, and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,



Certified Public Accountants
Green Bay, Wisconsin
June 11, 2014

SUMMARY FINANCIAL INFORMATION

GENERAL CITY

1. Governmental Fund Balances

Presented below is a summary of the City's governmental fund balances on December 31, 2013 and 2012. This information is provided for assessing financial results for 2013 and for indicating financial resources available at the start of the 2014 budget year.

	12/31/13	12/31/12
General Fund		
Nonspendable for		
Inventories and prepaid items	\$ 306,397	\$ 284,767
Special assessments held by County	79,072	89,512
Advances to other funds	60,000	60,000
Delinquent taxes	-	44,046
Restricted for		
Recreation scholarship	17,874	14,280
Committed for		
Subsequent years' expenditures	217,038	98,626
Assigned for		
Subsequent year's budget	-	290,773
Unassigned	5,114,442	5,069,148
Total General Fund Balance	<u>5,794,823</u>	<u>5,951,152</u>
Debt Service Fund		
Restricted for debt service	<u>667,870</u>	<u>402,356</u>
Special Revenue Funds		
Restricted for		
Loans	1,060,923	921,462
Park land acquisition	66,406	51,283
Committed for		
Subsequent years' expenditures		
Cable Access	-	41,843
Dog Park	14,808	13,728
Riverwalk Pier	65,589	1,931
Unassigned		
Cable Access	(1,941)	-
Total Special Revenue Funds	<u>1,205,785</u>	<u>1,030,247</u>
Capital Projects Funds		
Restricted for		
TID No.5	187,431	452,211
TID No.6	1,922,118	1,011,703
TID No.7	1,092,107	1,349,899
TID No.8	1,512,478	2,670,955
TID No.9	204,710	649,684
TID No.10	436,042	358,715
Committed for		
Subsequent years' expenditures		
Public Improvements	2,714,985	823,335
Capital Equipment	399,415	399,416
Community Center	3,475	3,191
Police/Fire Expansion	2,932	2,932
Total Capital Projects Funds	<u>8,475,693</u>	<u>7,722,041</u>
Total Governmental Fund Balances	<u>\$ 16,144,171</u>	<u>\$ 15,105,796</u>

Comments on specific accounts and funds included in the above governmental funds are presented below and in the Tax Incremental Districts (TID) section of this management letter.

1. Governmental Fund Balances (Continued)**General Fund**

In total, the City's general fund decreased \$156,329 in 2013. This compares favorably to the budgeted decrease of \$290,771. Overall, the City's general fund balance continues to remain in stable financial condition entering the 2014 budget year. Additional information on various components of the City's general fund balance follows:

General Fund Minimum Fund Balance Policy

The City Council adopted a minimum unassigned general fund balance policy of 25% of the subsequent year General Fund budgeted expenditures. The purpose of the minimum fund balance amount is to ensure there are available cash funds for operating purposes and to segregate that portion of the general fund that is not available for current transfer or appropriation. On December 31, 2013, the City's unassigned general fund balance totaled \$5,114,442 and was higher than 25% of the 2014 budgeted expenditures which totaled \$3,981,523. Furthermore, the Council approved a policy whereby the unassigned reserve account should maintain a balance between 25% and 35% of the subsequent year General Fund budgeted expenditures; 35% of 2014 budgeted expenditures amounted to \$5,574,132.

Debt Service Fund

At December 31, 2013, the City has available resources of \$667,870 in its debt service fund of which the entire balance is restricted to retire debt.

2. Employees Medical Self-Insurance Funds

The City utilizes two separate self-insurance internal service funds to account for health and dental claims of City employees. The funds are financed from monthly insurance premiums charged to City employees. During 2013 and in prior years the monthly health insurance premiums were generally financed at 85% by the City with City employees contributing the remaining 15%.

Presented below is a summary of each fund's financial transactions for 2013 including comparative totals of the health and dental funds for 2012.

	Health Self-Insurance		Dental Self-Insurance	
	2013	2012	2013	2012
Revenues				
Charges for employees medical and dental insurance premiums	\$ 2,811,704	\$ 2,830,896	\$ 122,668	\$ 127,219
Expenses				
Employees health and dental claims	2,532,554	2,181,311	110,917	102,178
Administrative fees	492,893	404,291	8,163	7,531
Total Expenses	3,025,447	2,585,602	119,080	109,709
Operating Income (Loss)	(213,743)	245,294	3,588	17,510
Nonoperating Revenues				
Interest revenue	132	189	-	-
Change in Net Position	(213,611)	245,483	3,588	17,510
Net Position - January 1	778,768	533,285	43,492	25,982
Net Position - December 31	\$ 565,157	\$ 778,768	\$ 47,080	\$ 43,492

Specific comments applicable to the above self-insurance funds follow:

The "key" component of an internal service fund is operating income since operating revenues should approximate operating expenses on an annual basis. For 2013, the health fund showed operating loss of \$213,743 compared to an operating income of \$245,294 in 2012. The dental insurance fund showed an operating income of \$3,588 in 2013 compared to an operating income of \$17,510 in 2012.

TAX INCREMENTAL DISTRICTS

The City maintains separate accounting funds for each Tax Incremental Districts (TID) created in accordance with Section 66.1105 of the Wisconsin Statutes. At the time the Districts were created, the property tax base within each District was "frozen" and increment taxes resulting from increases to the property tax base are used to finance District improvements, including principal and interest on long-term debt issued by the City to finance such improvements.

Information on the City's six tax incremental districts on December 31, 2013 is presented below:

	TID 5	TID 6	TID 7	TID 8	TID 9	TID 10
Date created	8/26/1996	3/18/1998	1/1/2007	1/1/2007	8/13/2012	8/13/2012
Latest termination year	2023	2021	2033	2027	2039	2032
Location	West Side Downtown	West Side Industrial Park	East Downtown Business District	West Side Commercial Development	West Downtown Business District	East Side Industrial Park
Status	Recipient	Donor	-	-	-	-
Fund balance at year end	\$ 187,431	\$ 1,922,118	\$ 1,092,107	\$ 1,512,178	\$ 204,710	\$ 436,042
Net unreimbursed cost	\$ 6,260,307	\$ 178,829	\$ 1,769,977	\$ 1,687,129	\$ 611,481	\$ 179,294
2013 Tax increment	\$ 902,580	\$ 1,443,260	\$ -	\$ -	\$ -	\$ -
2014 Tax increment	\$ 910,290	\$ 1,595,397	\$ -	\$ -	\$ 1,495	\$ 42,607
Outstanding debt due	\$ 2,885,895	\$ 7,566,936	\$ 2,571,375	\$ 3,547,773	\$ 795,000	\$ 600,000
Advances from (to) City	\$ 3,561,843	\$ (4,393,214)	\$ 747,833	\$ 389,762	\$ 21,191	\$ 15,336

WATER UTILITY

In accordance with generally accepted accounting principles, the Water Utility's financial transactions are recorded in an enterprise fund on the City's financial statements. Enterprise fund accounting is used to account for operations that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Financial analyses and comments pertaining to the operations of the Water Utility follow:

Income Account

The Water Utility reported an increase in net position of \$794,904 for the year ended December 31, 2013 compared to an increase of \$889,263 for the year ended December 31, 2012.

	2013	2012
Operating Revenues		
Metered sales	\$ 4,516,189	\$ 4,678,189
Fire protection	1,358,438	1,320,043
Other	381,859	353,745
Total Operating Revenues	<u>6,256,486</u>	<u>6,351,977</u>
Operating Expenses		
Operation and maintenance	4,447,311	4,588,844
Depreciation	527,749	429,529
Taxes	44,358	41,587
Total Operating Expenses	<u>5,019,418</u>	<u>5,059,960</u>
Operating Income	<u>1,237,068</u>	<u>1,292,017</u>
Nonoperating Revenues (Expenses)		
Interest revenue	-	9,105
Interest and fiscal charges	(109,816)	(119,746)
Total Nonoperating Revenues (Expenses)	<u>(109,816)</u>	<u>(110,641)</u>
Income before Contributions and Transfers	1,127,252	1,181,376
Capital contributions	117,170	140,490
Transfers out	<u>(449,518)</u>	<u>(432,603)</u>
Change in Net Position	<u>\$ 794,904</u>	<u>\$ 889,263</u>

The last water rate increase implemented in 2011 established a rate of return of 6.5%. In 2013, the City's rate of return calculated to 6.82%. Although the Water Utility was able to generate an adequate rate of return, it has not been able to accumulate sufficient available cash for capital additions and replacement projects. At year end, the cash balance was \$791,279.

WASTEWATER UTILITY

In accordance with generally accepted accounting principles, the Wastewater Utility's financial transactions are recorded in an enterprise fund on the City's financial statements. Enterprise fund accounting is used to account for operations that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Financial analyses and comments pertaining to the operations of the Wastewater Utility follow:

Income Account

The Wastewater Utility reported an increase in net position of \$202,024 for the year ended December 31, 2013 compared to an increase of \$539,411 for the year ended December 31, 2012.

	2013	2012
Operating Revenues		
Measured sales	\$ 3,688,533	\$ 3,310,526
Other	4,375,606	3,706,529
Total Operating Revenues	<u>8,064,139</u>	<u>7,017,055</u>
Operating Expenses		
Operation and maintenance	7,094,625	6,160,434
Depreciation	497,353	485,718
Total Operating Expenses	<u>7,591,978</u>	<u>6,646,152</u>
Income before Contributions and Transfers	472,161	370,903
Capital contributions	-	437,683
Transfers out	<u>(270,137)</u>	<u>(269,175)</u>
Change in Net Position	<u>\$ 202,024</u>	<u>\$ 539,411</u>

As of December 31, 2013 the Wastewater Utility owed the general fund \$843,251 for operating purposes, which was an increase of \$46,459 from the amount owed a year earlier. For the past three years, rates for services have not been sufficient to finance operating expenses and other uses. The City has increased rates each year with the last rate increase implemented in 2014.

STORMWATER UTILITY

Financial analyses and comments pertaining to the operations of the Stormwater Utility follow:

Income Account

The Stormwater Utility reported an increase in net position of \$121,591 for the year ended December 31, 2013 compared to an increase of \$185,217 for the year ended December 31, 2012.

	2013	2012
Operating Revenues		
Charges for services	\$ 1,117,421	\$ 1,017,471
Operating Expenses		
Operation and maintenance	698,197	522,918
Depreciation	297,633	309,336
Total Operating Expenses	995,830	832,254
Change in Net Position	\$ 121,591	\$ 185,217

At year end, available cash of the Stormwater Utility totaled \$877,750.

STATUS OF PRIOR YEAR COMMENTS AND RECOMMENDATIONS

The following comments and observations have been discussed in prior year management letters. Although progress has been made, the recommendations have not yet been fully implemented. Since complete implementation of the recommendations have not been made, we recommend the City develop a specific timetable for implementation, including identifying persons responsible for implementation, for each recommendation. Presented below is a summary of prior year comments along with any current status.

1. Capital Assets Records

Under current governmental accounting principles, the City records capital assets purchased for use by the City as expenditures in their governmental funds. The purchases are recorded in outlay accounts and are commingled with other City operating expenses. At year end, the City reviews their outlay accounts to determine additions and disposals to its capital assets and record the activity, as well as the annual depreciation expense on each asset. At December 31, 2013, the City's capital assets for governmental activities totaled approximately \$104 million. Currently, the City information regarding capital assets consist of spreadsheet listings of the individual assets and accumulated depreciation, which in part, are maintained by the City's auditor. The annual addition, removal and depreciation information is used to prepare the City's government-wide financial information. In our opinion, the use of spreadsheets to accumulate the financial information of capital assets is more time-consuming and susceptible to error than automated records. In addition, maintaining prior year information is more difficult since normally only the current year detail balance is carried over to the subsequent year.

Accordingly, we recommend the City review the feasibility of installing capital asset software to account for City-owned capital assets. We are informed that the City is considering purchasing a module of current software for their capital assets. Furthermore, we believe the City should consider assigning the maintenance of capital asset records to a specific employee.

MANAGEMENT'S RESPONSE: The Finance Department is presently reviewing two alternatives for capital assets recordkeeping and related depreciation. The first solution would be to purchase the capital assets recordkeeping INCODE module from Tyler Technologies which is the company we currently use for our financial software recordkeeping and reporting. The estimated cost of purchasing this module is \$6,500 plus annual support. A second solution would be to purchase the Thomson Reuters Fixed Assets CS Recordkeeping software estimated at \$2,500 plus annual support which the auditors have found to work well for similar-sized governmental entities. In any event, the Finance Department would be responsible for initial input of City Capital Assets and subsequent additions and retirements on an annual basis. The Clerk's Office would gather this activity in conjunction with assistance from both the Finance and Human Resources departments to make sure the capital asset information is complete which would be additionally helpful for property insurance purposes. The City will implement this pending Finance Committee and Council approval of the recommended software in late 2014 or early 2015 to insure this is available for audit review for the 2014 audit.

2. Status of Internal Service Fund for City Garage and Equipment

In order to accumulate funds for the replacement of public works equipment, many governments have established internal service funds to charge out equipment use to various maintenance and other activities or services provided by the government. The establishment of such a fund eventually has the effect of reducing or eliminating the need for financing equipment replacement through long-term debt proceeds. Instead, budgets for maintenance activities are increased for an equipment charge that includes a depreciation or replacement component. This replacement component is recorded as revenue of the internal service fund and is available to replace equipment when its useful life is depleted.

In the 2008 budget, the City created a Capital Equipment fund and started including annual tax levy amounts to build up a balance. Current plans at that time were to increase the annual tax levy to this fund until it reaches a self-sustaining amount. The 2013 budget contained an appropriation of \$500,000. Although the City appropriated tax levy for equipment purchases in the Capital Equipment fund the current practice is to transfer some of the funds back to the general fund where the expenditures are accounted for.

While the fund is currently not functioning as an internal service fund, the City has accomplished the goal of reducing the need for issuing debt for equipment purchases. Accordingly we recommend that the City begin budgeting and tracking expenses for Capital Equipment in the Capital Equipment fund, with the goal of further reducing the need for issuing debt for capital purchases.

MANAGEMENT'S RESPONSE: The City has budgeted \$600,000 for capital equipment in the 2014 budget through the capital projects fund levy. The City has increased the levy for this by \$100,000 since its inception in 2009 at an initial amount of \$100,000. The capital equipment levy amount is transferred every year to the general fund to finance capital purchases made through various departmental outlay accounts in that fund. We believe the current practice is working to lessen the need for issuing debt as mentioned in the recommendation and if the incremental funding practice is continued will eventually get to an amount sufficient to eliminate the need for additional recordkeeping involved in maintaining an additional internal service fund.

3. Evaluating Any Potential Liability for Post-employment Benefits

Post-employment benefits are defined as an obligation to provide benefits or compensation for employee services that are earned or accumulated during their employment with the actual payment for the benefits occurring after employment. The City currently provides other post-employment benefits (OPEB) in the form of health insurance benefits to eligible retired employees after their employment, which consists of a potential implicit rate subsidy that is provided to retirees by permitting them to continue participating in the healthcare plan.

Based on generally accepted accounting principles for governments, the City was required to calculate a liability for post-employment benefits beginning for the year ended December 31, 2007; however, after consultation with its third party insurers, the City determined that any implicit rate subsidy would be immaterial to its financial statements. We concurred with the City's assessment based on the loss ratios at that time. The City has informally monitored the potential liability over the past three years and has also experienced fluctuating loss ratios for its retiree population. At the present time no OPEB liability has been recorded on the financial statements.

In the prior year we recommended the City have an actuarial study completed for the year ended December 31, 2012 to substantiate the implicit rate for the retirees is immaterial to the City's Government Wide Financial Statements. The City did not complete an actuarial study for the year ended December 31, 2012, accordingly we recommend the City complete an actuarial study for the year ended December 31, 2013 to determine the implicit rate for retirees is immaterial to the City's financial statements.

MANAGEMENT'S RESPONSE: The Human Resource's Department has been reviewing the health insurance plan with its insurance consultant. In April of 2014, the City Council approved a rate increase for Medicare eligible retirees effective October 1, 2014 from approximately 50% to 90%. Also effective October 1, 2014 employees that retire after that date are no longer eligible to stay on the City's health insurance plan once they are eligible for Medicare. The City Council delayed making any changes to the general retiree health insurance rates. They asked that the health insurance review team provide a recommendation regarding the retiree health insurance. That team is actively looking at a number of changes to the health insurance plan before coming back with a recommendation. Human Resources is actively seeking proposals for a new benefit consultant. Human Resources has also gone out for an RFP for a post-employment benefit liability evaluation and only received one respondent. They have not yet sought permission from the Finance Committee for a study yet but are expecting to do so in 2014.

4. Journal Entries for Allocation of Project Expenditures

The City incurs expenditures for various infrastructure projects each year. The infrastructure projects are generally funded with long-term debt proceeds and often include street construction and reconstruction, water main installation, sanitary sewer installation and storm sewer installation costs. Also, some of the projects or part of the projects may be eligible project expenditures in one of City's tax incremental districts. For many of the projects, the City allocates a portion of the engineering department's cost to arrive at a total project cost for accounting purposes.

Present procedures are for the City Finance Director to generally record lump-sum progress payments to one account on the City records. At a subsequent date, the projects are allocated, as appropriate, to the streets, water utility, sanitary sewer utility, storm sewer utility and/or tax incremental district, if applicable. During our audit, we noted that journal entries for the allocation of these expenditures are not always completed on a timely basis. In many cases, entries are made after year end to properly record the final project costs. Also, we noted that proceeds of long-term debt are not initially recorded in the fund where the debt will ultimately be recorded. But instead they are recorded in a temporary fund and reallocated at a later date. With this process, interim financial reports and account balances produced during the year do not always contain the most up-to-date financial information.

Accordingly, we recommend the City review the current procedures for recording costs of infrastructure projects and long-term proceeds and determine the feasibility of revising the procedures to provide for more timely allocation of costs and debt proceeds to the proper accounting fund. In our opinion, the City could consider allocating costs with the receipt of the final contractor invoice and, also, including any reimbursement of City-related costs at the same time. At the same time addition and removals to the infrastructure capital assets records could also be determined and retained for recording on the government-wide financial statements and inclusion in the annual report for the water utility as required by the Public Service Commission of Wisconsin.

During the current year little progress was made with the allocation of project expenditures prior to the audit. Final 2013 infrastructure costs were not determined until May of 2014. We recommend that the finance director and public works personnel complete this once a project has been completed and final payment is made to the contractor therefore all of the expenditures will be allocated, recorded, and scheduled out on worksheets before the audit begins. Furthermore, retirements of assets replaced should be removed from the City's general ledger soon after the project is completed.

MANAGEMENT'S RESPONSE: The Finance Department will allocate the debt proceeds and related costs for capital projects contracts to the various funds as the information is given to them by the Engineering Department. In order to accomplish this on a more timely basis and prior to the audit, the Finance department will ask for a March 1st deadline for this information. The information has typically been received in April and in fact it was received April 22nd this year. The earlier deadline will allow for the proper allocation to the various funds especially in the case of contracts that have not yet been fully completed. We will also ask for any completed contract information throughout the course of the year so the allocation is recorded within 30 days after the completion of the contract.

CURRENT YEAR COMMENTS AND RECOMMENDATIONS

1. Reconciliation of Special Assessment Records

The City maintains their Special Assessment receivables on excel spreadsheets in the finance department. All principal and interest collections are recorded as well as any approved adjustments. While these records are maintained properly they are not completely reconciled to the City's general ledger. Specific information included in the records is compared to the general ledger, but a comparison of the ending balance is not completed.

We recommend the City to review the current procedures for maintaining special assessment records and begin comparing and reconciling the receivable balances to the general ledger on a monthly basis.

MANAGEMENT'S RESPONSE: The Finance Department will make the revenue recognition and deferred revenue decrease journal entry to the City's general ledger accounts on to insure the special assessment receivable and deferred revenue accounts are in balance throughout the year.

2. GASB Statement No. 67 *Financial Reporting for Pension Plans* and No. 68, *Accounting and Financial Reporting for Pensions*

In June, 2012, the Governmental Accounting Standards Board (GASB) issued Statement No. 67, *Financial Reporting for Pension Plans*, revising the reporting requirements of pension plans that are administered through trusts or similar arrangements meeting certain criteria. The provisions of Statement 67 are effective for fiscal years beginning after June 15, 2013.

Also in June, 2012, the GASB issued Statement No. 68, *Accounting and Financial Reporting for Pensions*, revising and establishing new financial reporting requirements for governments that provide their employees with pension benefits. The new standard recognizes pension costs as employment services are provided, rather than when the pensions are funded. This change in the pension liability calculation could have a material impact on net position for many governments. Statement No. 68 is effective for fiscal years beginning after June 15, 2014.

Other significant changes from previous reporting requirements (GASB 27) include:

- Coordination of the actuarial valuation date and the measurement date;
- Stricter guidance on the selection and calculation of the discount rate;
- Required use of the entry age normal actuarial cost method;
- Some changes in pension liabilities will be reported as deferred outflows/inflows of resources;
- Required supplementary information, with ten years of trend information developed over time;
- Expanded note disclosures

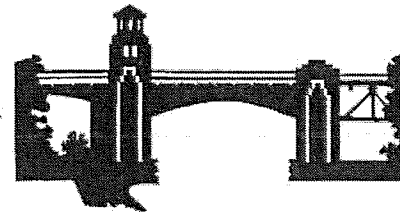
These new standards are also applicable to the Wisconsin Retirement System ("WRS"). It is our understanding that the WRS is well aware of the impact of these new standards and is planning to provide participants with detailed supplementary information that will be needed to complete the footnote disclosures in City's audited financial statements. At this time, we are not aware of any action that is required by the City.

This comment is for informational purposes.

APPENDIX

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Phone: 920/339-4050
Fax No.: 920/330-9491
Web: <http://de-pere.org>



June 11, 2014

Schenck SC
2200 Riverside Drive
P.O. Box 23819
Green Bay, WI 54305-3819

This representation letter is provided in connection with your audit of the financial statements of the City of De Pere, Wisconsin, (the "City"), which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of December 31, 2013, and the respective changes in the financial position and where applicable, cash flows for the year then ended, and the related notes to the financial statements for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of June 11, 2014, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 16, 2014, including our responsibility for the preparation and fair presentation of the financial statements and for preparation of the supplementary information in accordance with the applicable criteria.
2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government required by generally accepted accounting principles to be included in the financial reporting entity.
3. In regards to accounting estimates:
 - The measurement processes used by management in determining accounting estimates is appropriate and consistent.
 - The assumptions appropriately reflect management's intent and ability to carry out specific courses of action.
 - The disclosures related to accounting estimates are complete and appropriate.
 - No subsequent event has occurred that would require adjustment to the accounting estimates or disclosures included in the financial statements.

Schenck SC
June 11, 2014
Page 2

4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
5. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
6. Significant assumptions we used in making accounting estimates are reasonable.
7. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
8. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed. No events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.
9. We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the City's accounts.
10. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
11. Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

12. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the City Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
13. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
14. We made an assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have disclosed the results of our assessment as follows:
 - a. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - i. Management,
 - ii. Employees who have significant roles in internal control, or

Schenck SC
June 11, 2014
Page 3

- iii. Others where the fraud could have a material effect on the financial statements.
- b. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
- 15. We have disclosed to you all known instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 16. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 17. We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions of which we are aware.

Government - specific

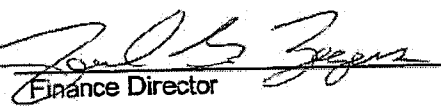
- 18. We have made available to you all financial records and related data.
- 19. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 21. We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 22. The City has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, deferred inflows/outflows of resources, or equity.
- 23. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts, or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 24. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 25. As part of your audit, you assisted with preparation of the financial statements and related notes, state financial report, and Public Service Commission annual report. We have designated an individual with suitable skill, knowledge, or experience to oversee your services and have assumed all management responsibilities. We have reviewed, approved, and accepted responsibility for those financial statements and related notes, state financial report, Public Service Commission annual report, the schedule of expenditures of federal awards, and the schedule of state financial assistance.

Schenck SC
June 11, 2014
Page 4

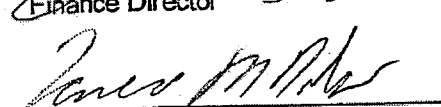
26. In regards to the capital asset depreciation and reconciliation services performed by you, we have –
- Made all management decisions and performed all management functions.
 - Designated an individual with suitable skill, knowledge, or experience to oversee the services.
 - Evaluated the adequacy and results of the services performed
 - Accepted responsibility for the results of the services.
27. The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
28. The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
29. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
30. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
31. The financial statements properly classify all funds and activities.
32. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
33. Components of net position (net investment in capital assets, restricted, and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned and unassigned) are properly classified and, if applicable, approved.
34. Provisions for uncollectible receivables have been properly identified and recorded.
35. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
36. Revenues are appropriately classified in the statement of activities within program revenues, and general revenues.
37. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
38. Deposits and investment securities and derivative transactions are properly classified as to risk and are properly disclosed.
39. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
40. Joint ventures, jointly governed organizations, and other related organizations have been properly disclosed in the financial statements.
41. We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position were properly recognized under the policy.

Schenck SC
June 11, 2014
Page 5

42. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
43. We acknowledge our responsibility for presenting the nonmajor fund combining statements, individual fund statements, and supporting schedules, (the supplementary information) in accordance with accounting principles generally accepted in the United States of America, and we believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
44. The fact that the amount of "uncollateralized" deposits or "uninsured, unregistered securities held by the counterparty, or by its trust department or agent but not in the City's name" during the period significantly exceeded the amounts in those categories as of the balance sheet was properly disclosed in the financial statements.
45. Arrangements with financial institutions involving repurchase, reverse repurchase, or securities lending agreements, compensating balances, or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements, have been properly recorded or disclosed in the financial statements.
46. The methods and significant assumptions used to determine fair values of financial instruments are as follows: Fair value is the amount at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale. The methods and significant assumptions used result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.
47. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the balance sheet date and have been appropriately reduced to their estimated net realizable value.
48. Capital assets have been evaluated for impairment as a result of significant and unexpected decline in service utility.
49. Expenditures of federal awards were below the \$500,000 threshold in the year ended December 31, 2013, and we were not required to have an audit in accordance with OMB Circular A-133.
50. We have evaluated and classified any subsequent events as recognized or nonrecognized through the date of this letter. No events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.

Signed: 
Finance Director

Signed: 
Clerk/Treasurer

Signed: 
City Administrator

CITY OF DE PERE, WISCONSIN
ANNUAL FINANCIAL REPORT
DECEMBER 31, 2013

CITY OF DE PERE, WISCONSIN

December 31, 2013

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CITY OF DE PERE, WISCONSIN
December 31, 2013

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INDEPENDENT AUDITORS' REPORT

To the City Council
City of De Pere, Wisconsin

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of De Pere, Wisconsin ("the City") as of and for the year ended December 31, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of December 31, 2013, and the respective changes in financial position and, where applicable, cash flows thereof and the budgetary comparison for the general fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 9 be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The financial information listed in the table of contents as supplementary information, and the other information, is presented for purposes of additional analysis and are not a required part of the financial statements.

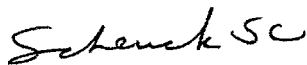
The supplementary information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Report on Summarized Financial Information

We have previously audited the City of De Pere's 2012 financial statements, and our report dated June 5, 2013, expressed unmodified opinions on those respective financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2012, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 11, 2014, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

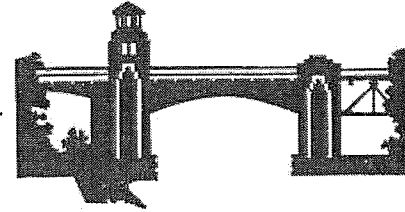


Certified Public Accountants
Green Bay, Wisconsin
June 11, 2014

MANAGEMENT'S DISCUSSION AND ANALYSIS

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Phone: 920/339-4050
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Management's Discussion and Analysis December 31, 2013

As management of the City of De Pere, Wisconsin, we offer readers of the City's basic financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2013.

Financial Highlights

- The assets of the City exceeded its liabilities and deferred inflows of resources as of December 31, 2013 by \$87,564,862 (*net position*). Of this amount, \$18,327,190 (*unrestricted net position*) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position decreased by \$1,988,979. The main factor contributing to the overall decrease as follows:
 - Developer grants used for tax increment districts in the amount of \$2,610,000.
- Total property taxes increased 1.3% per \$1,000 of property value for the year ended December 31, 2013.
- As of December 31, 2013, the City's governmental funds reported combined ending fund balances of \$16,144,171, an increase of \$1,038,375 in comparison with the prior year. Approximately 32% of this total amount, \$5,112,501 is *available for spending* at the City's discretion (*unassigned fund balance*).
- As of December 31, 2013, unassigned fund balance for the general fund was \$5,114,442, or approximately 33% of total general fund expenditures.
- The City's total general-obligation debt increased by \$2,595,000 (8%) during 2013. The key factor in this increase was the issuance of \$8,180,000 to refinance 2003 debt issuances (\$2,410,000) and \$5,770,000 for public improvements while the City paid principal on debt of \$5,585,000 in 2013.

Overview of the Basic Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements. This report also contains supplemental information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, liabilities and deferred outflows/inflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods. (e.g., earned but unused vacation leave.)

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, sanitation, health and human services, culture and recreation, and conservation and development. The business-type activities of the City include the water, wastewater treatment, wastewater collection and stormwater utilities.

The government-wide financial statements can be found on pages 10 - 12 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

It is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains 17 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, debt service fund, riverwalk pier special revenue fund, and the public improvements capital project fund, all of which are considered to be major funds. Data from the other 13 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements* elsewhere in this report.

The City adopts an annual appropriated budget for all its governmental funds. As part of the basic governmental fund financial statements, budgetary comparison statements have been provided for the general fund and for each individual, major special revenue fund to demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 13 - 17 of this report.

Proprietary funds. The City maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its water, wastewater treatment plant, stormwater utility, and wastewater collection utilities. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its health and dental self insurance funds. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the enterprise and internal service funds. The four enterprise funds are considered to be major funds of the City. The two internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of *combining statements* elsewhere in this report.

The basic proprietary fund financial statements can be found on pages 18 - 20 of this report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on page 21 of this report.

Notes to the basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 22 - 42 of this report.

Other information. The combining statements referred to earlier in connection with nonmajor governmental funds, nonmajor enterprise funds and internal service funds are presented immediately following the notes to the basic financial statements. Combining and individual fund statements and schedules can be found on pages 43 - 54.

Government-wide Financial Analysis

Net position. As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities and deferred inflows of resources by \$87,564,862 at the close of 2013.

City of De Pere's Net Position (in thousands of dollars)						
	Governmental Activities		Business-type Activities		Totals	
	2013	2012	2013	2012	2013	2012
Current and other assets	\$ 34,286	\$ 32,172	\$ 6,690	\$ 5,955	\$ 40,976	\$ 38,127
Capital assets	62,151	62,745	41,752	41,399	103,903	104,144
Total Assets	96,437	94,917	48,442	47,354	144,879	142,271
Other liabilities	2,821	1,717	1,874	1,518	4,695	3,235
Long-term liabilities outstanding	36,417	33,568	2,809	3,082	39,226	36,650
Total Liabilities	39,238	35,285	4,683	4,600	43,921	39,885
Deferred Inflows of Resources	13,393	12,832	-	-	13,393	12,832
Net Position						
Net Investment in Capital Assets	27,671	30,806	39,127	38,499	66,798	69,305
Restricted	2,440	2,275	-	-	2,440	2,275
Unrestricted	13,695	13,719	4,632	4,255	18,327	17,974
Total Net Assets	\$ 43,806	\$ 46,800	\$ 43,759	\$ 42,754	\$ 87,565	\$ 89,554

By far the largest portion of the City's net position (76%) reflects its investment in capital assets (e.g. land, buildings, machinery and equipment, infrastructure, etc.); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although, the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (3%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position* (\$18,327,189) may be used to meet the City's ongoing obligations to citizens and creditors.

Change in net position. Governmental activities decreased the City's net position by \$2,994,288, while business-type activities increased \$1,005,309. Key elements of the changes in net position are as follows:

City of De Pere's Change in Net Position (In thousands of dollars)						
	Governmental Activities		Business-type Activities		Totals	
	2013	2012	2013	2012	2013	2012
Revenues						
Program Revenues						
Charges for services	\$ 2,860	\$ 2,851	\$ 15,175	\$ 14,153	\$ 18,035	\$ 17,004
Operating grants and contributions	1,520	1,774	-	-	1,520	1,774
Capital grants and contributions	353	2,149	117	578	470	2,727
General Revenues						
Property taxes	12,993	12,859	-	-	12,993	12,859
Other taxes	347	377	-	-	347	377
Grants and contributions not restricted to specific programs	2,046	2,104	-	-	2,046	2,104
Other	406	803	263	243	669	1,046
Total Revenues	20,525	22,917	15,555	14,974	36,080	37,891
Expenses						
General government	1,650	1,654	-	-	1,650	1,654
Public safety	8,335	8,082	-	-	8,335	8,082
Public works and sanitation	7,238	6,663	-	-	7,238	6,663
Health and human services	248	312	-	-	248	312
Culture and recreation	2,505	2,183	-	-	2,505	2,183
Conservation and development	3,019	1,687	-	-	3,019	1,687
Interest on long-term debt	1,244	1,140	-	-	1,244	1,140
Water utility	-	-	5,159	5,148	5,159	5,148
Wastewater Collection	-	-	7,669	7,432	7,669	7,432
Stormwater utility	-	-	1,002	825	1,002	825
Total Expenses	24,239	21,721	13,830	13,405	38,069	35,126
Change in Net Position Before Transfers	(3,714)	1,196	1,725	1,569	(1,989)	2,765
Transfers	720	702	(720)	(702)	-	-
Change in Net Position	(2,994)	1,898	1,005	867	(1,989)	2,765
Cumulative Effect of Change in Accounting Principle	-	(233)	-	-	-	(233)
Net Position - January 1	46,800	45,135	42,754	41,887	89,554	87,022
Net Position - December 31	\$ 43,806	\$ 46,800	\$ 43,759	\$ 42,754	\$ 87,565	\$ 89,554

Property taxes increased by \$135,000 (1.0%) during the year.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

As of December 31, 2013, the City's governmental funds reported combined ending fund balances of \$16,144,171, an increase of \$1,038,375 in comparison with the prior year. Approximately 32% of this amount (\$5,112,501) constitutes *unassigned fund balance*, which is available for spending at the City's discretion. The remainder of fund balance is either restricted (\$7,167,959) or committed (\$3,418,242) or it is nonspendable (\$445,469).

The general fund is the main operating fund of the City. At the end of the current year, unassigned fund balance of the general fund was \$5,114,442, while total fund balance reached \$5,794,823. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 33% of total general fund expenditures, while total fund balance represents 38% of that same amount.

The fund balance of the City's general fund decreased by \$156,329 during the current year. Key factors in this decrease include a budgeted one-year deficit of \$290,771 and negative variance in miscellaneous revenues of \$218,638 offset by positive variances in general government (\$59,195), public works (\$97,992), health and human services (\$180,264) and culture and recreation (\$67,628) expenditures.

The debt service fund has a total fund balance of \$667,870. This fund balance represents 10% of total debt service fund expenditures.

The public improvements fund has a total fund balance of \$2,714,985. This increased by \$1,891,650 during the current year.

Proprietary funds. The City's proprietary funds provide the same type of information found in the City's government-wide financial statements, but in more detail.

Unrestricted net position of the water utility fund at the end of the year amounted to \$1,944,889. The total increase in net position was \$794,904.

Unrestricted net position of the wastewater treatment plant fund at the end of the year amounted to \$2,009,265.

Unrestricted net position of the wastewater utility fund at the end of the year was a deficit of \$183,652. The total increase in net position was \$202,024.

Unrestricted net position of the stormwater utility fund at the end of the year amounted to \$854,134. The total increase in net position was \$121,591.

Other factors concerning the finances of these funds have already been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

Generally the original budget is rarely modified. The City allocated a total of \$31,500 from the contingency account to various expenditure accounts in the general fund as approved by the City Council.

During the year, actual revenues were less than budgeted revenues by \$185,518 primarily due to investment income and property sales negative variances. Actual expenditures were less than budgeted expenditures by \$331,805 primarily in general government, public works, health and human services, and culture and recreation.

Capital Asset and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business-type activities as of December 31, 2013 amounts to \$103,903,214 (net of accumulated depreciation). This investment in capital assets includes land, land improvements, buildings, machinery and equipment, vehicles, infrastructure (highways and bridges), and construction in progress. The total decrease in the City's investment in capital assets for the current year was \$240,687 or 2.31% over last year.

City of De Pere's Capital Assets						
(in thousands of dollars)						
	Governmental Activities		Business-type Activities		Totals	
	2013	2012	2013	2012	2013	2012
Land	\$ 8,268	\$ 8,268	\$ 53	\$ 53	\$ 8,321	\$ 8,321
Construction in progress	-	3,223	-	-	-	3,223
Land improvements	5,804	2,457	-	-	5,804	2,457
Buildings	11,308	11,308	556	539	11,864	11,847
Machinery and equipment	2,666	2,643	4,540	4,318	7,206	6,961
Vehicles	7,265	7,238	-	-	7,265	7,238
Infrastructure	69,134	67,325	57,213	56,012	126,347	123,337
Accumulated depreciation	(42,294)	(39,717)	(20,610)	(19,524)	(62,904)	(59,241)
Net Capital Assets	\$ 62,151	\$ 62,745	\$ 41,752	\$ 41,398	\$ 103,903	\$ 104,143

Long-term debt. At the end of the current fiscal year, the City had total general obligation debt outstanding of \$34,480,000. The remainder of the City's debt represents bonds secured solely by specified revenue sources (i.e., revenue bonds).

City of De Pere's Outstanding Debt						
General Obligation Debt and Revenue Bonds						
(in thousands of dollars)						
	Governmental Activities		Business-type Activities		Totals	
	2013	2012	2013	2012	2013	2012
General Obligation Debt						
Bonds	\$ 29,785	\$ 25,905	\$ -	\$ -	\$ 29,785	\$ 25,905
Notes	4,695	5,980	-	-	4,695	5,980
Total General Obligation Debt	34,480	31,885	-	-	34,480	31,885
Revenue bonds	-	-	2,625	2,900	2,625	2,900
Total	\$ 34,480	\$ 31,885	\$ 2,625	\$ 2,900	\$ 37,105	\$ 34,785

The City's total general obligation debt increased by \$2,595,000 (8%) during the current fiscal year. The key factor in this increase was the newly incurred debt was greater than debt retirements.

The City maintains an Aa3 rating from Moody's Investors Service for its general obligation debt.

State statutes limit the amount of general obligation debt the City may issue to 5% of its total equalized valuation. The current debt limitation for the City is \$87,915,140 which is significantly in excess of the City's \$34,480,000 in outstanding general obligation debt.

Economic Factors and Next Year's Budgets and Rates

- The economic condition and outlook of the City has remained fairly stable based on a relatively healthy mix of manufacturing, tourism, service industry, retail, and farming activities which support our tax base.
- Inflationary trends in our region compare favorably to national indices.
- During the current year, unassigned fund balance in the general fund increased by \$45,294 to \$5,114,442.

All of these factors were considered in preparing the City's budget for the 2014 fiscal year.

Contacting the City's Financial Management

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Joseph G. Zegers, Finance Director of the City of De Pere, 335 S. Broadway, De Pere, Wisconsin 54115.

BASIC FINANCIAL STATEMENTS

CITY OF DE PERE, WISCONSIN

Statement of Net Position

December 31, 2013

(With summarized financial information for the year ended December 31, 2012)

	Governmental Activities	Business-type Activities	Totals	
			2013	2012
ASSETS				
Cash and investments	\$ 16,731,045	\$ 1,669,029	\$ 18,400,074	\$ 15,054,681
Receivables				
Taxes	13,466,598	-	13,466,598	12,864,749
Accounts	471,128	3,282,009	3,753,137	4,600,362
Special assessments	943,233	-	943,233	1,151,169
Loans	626,386	-	626,386	885,781
Other	-	206,251	206,251	298,949
Internal balances	1,072,773	(1,072,773)	-	-
Due from other governments	-	2,246,790	2,246,790	2,407,275
Inventories and prepaid items	306,397	209,546	515,943	309,857
Restricted assets				
Cash and investments	667,870	150,000	817,870	554,507
Capital assets, nondepreciable				
Land	8,268,479	53,207	8,321,686	8,321,686
Construction in progress	-	-	-	3,222,635
Capital assets, depreciable				
Land improvements	5,804,348	-	5,804,348	2,457,540
Buildings and improvements	11,307,507	555,781	11,863,288	11,846,978
Machinery and equipment	9,930,992	4,540,036	14,471,028	14,199,350
Infrastructure	69,133,785	57,212,720	126,346,505	123,337,084
Less: Accumulated depreciation	(42,293,715)	(20,609,926)	(62,903,641)	(59,241,372)
TOTAL ASSETS	96,436,826	48,442,670	144,879,496	142,271,231
LIABILITIES				
Accounts and claims payable	1,972,556	1,536,818	3,509,374	2,010,396
Accrued and other current liabilities	671,975	328,641	1,000,616	1,039,649
Due to other governments	2,890	-	2,890	1,650
Accrued interest payable	168,272	8,334	176,606	173,366
Unearned revenue	5,210	-	5,210	10,080
Long-term obligations				
Due within one year	3,710,000	285,000	3,995,000	3,454,430
Due in more than one year	32,707,064	2,524,420	35,231,484	33,196,004
TOTAL LIABILITIES	39,237,967	4,683,213	43,921,180	39,885,575
DEFERRED INFLOWS OF RESOURCES				
Property taxes	13,393,454	-	13,393,454	12,831,815
NET POSITION				
Net investment in capital assets	27,671,396	39,126,818	66,798,214	69,304,471
Restricted for				
Loans	1,687,308	-	1,687,308	1,807,243
Park land acquisition	66,406	-	66,406	51,283
Recreation scholarship	17,874	-	17,874	14,280
Debt service	667,870	-	667,870	402,356
Capital projects	-	-	-	528
Unrestricted	13,694,551	4,632,639	18,327,190	17,973,630
TOTAL NET POSITION	\$ 43,805,405	\$ 43,759,457	\$ 87,564,862	\$ 89,553,841

The notes to the basic financial statements are an integral part of this statement.

CITY OF DE PERE, WISCONSIN
Statement of Activities
For the Year Ended December 31, 2013
 (With summarized financial information as of December 31, 2012)

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental Activities				
General government	\$ 1,650,413	\$ 305,940	\$ -	\$ -
Public safety	8,334,786	1,304,887	94,509	-
Public works	6,606,213	683,034	1,259,519	89,309
Sanitation	632,047	-	97,909	-
Health and human services	247,847	5,741	65,111	-
Culture and recreation	2,504,742	514,188	2,716	262,492
Conservation and development	3,019,002	46,370	-	900
Interest on debt	1,244,375	-	-	-
Total Governmental Activities	24,239,425	2,860,160	1,519,764	352,701
Business-type Activities				
Water utility	5,159,326	5,992,982	-	117,170
Wastewater treatment	32,736	-	-	-
Wastewater collection	7,636,518	8,064,139	-	-
Stormwater utility	1,001,672	1,117,421	-	-
Total Business-type Activities	13,830,252	15,174,542	-	117,170
Total	\$ 38,069,677	\$ 18,034,702	\$ 1,519,764	\$ 469,871

General revenues

Taxes

Property taxes, levied for general purposes

Property taxes, levied for debt service

Property taxes, levied for capital projects

Property tax increments

Other taxes and franchise fees

Federal and state grants and other contributions
not restricted to specific functions

Interest and investment earnings

Miscellaneous

Transfers

Total general revenues and transfers

Change in net position

Cumulative effect of change in accounting principle

Net position - January 1

Net position - December 31

The notes to the basic financial statements are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position			
Governmental Activities	Business-type Activities	Totals	
		2013	2012

\$ (1,344,473)	\$ -	\$ (1,344,473)	\$ (1,262,631)
(6,935,390)	-	(6,935,390)	(6,504,186)
(4,574,351)	-	(4,574,351)	(3,700,282)
(534,138)	-	(534,138)	(451,489)
(176,995)	-	(176,995)	(258,092)
(1,725,346)	-	(1,725,346)	29,913
(2,971,732)	-	(2,971,732)	(1,659,498)
(1,244,375)	-	(1,244,375)	(1,139,916)
(19,506,800)	-	(19,506,800)	(14,946,181)

-	950,826	950,826	1,110,742
-	(32,736)	(32,736)	(835,429)
-	427,621	427,621	857,907
-	115,749	115,749	192,280
-	1,461,460	1,461,460	1,325,500
(19,506,800)	1,461,460	(18,045,340)	(13,620,681)

7,694,170	-	7,694,170	7,703,147
1,353,278	-	1,353,278	1,238,022
1,441,276	-	1,441,276	1,341,276
2,504,649	-	2,504,649	2,576,382
347,443	-	347,443	376,831
2,046,135	-	2,046,135	2,103,835
70,803	-	70,803	151,035
335,103	263,504	598,607	894,546
719,655	(719,655)	-	-
16,512,512	(456,151)	16,056,361	16,385,074
(2,994,288)	1,005,309	(1,988,979)	2,764,393
-	-	-	(233,218)
46,799,693	42,754,148	89,553,841	87,022,666
\$ 43,805,405	\$ 43,759,457	\$ 87,564,862	\$ 89,553,841

CITY OF DE PERE, WISCONSIN
 Balance Sheet
 Governmental Funds
 December 31, 2013
 (With summarized financial information as of December 31, 2012)

						Total	
						Governmental Funds	
	General	Debt Service	Special Revenue - Riverwalk Pier	Capital Projects - Public Improvements	Other Governmental	2013	2012
ASSETS							
Cash and investments	\$ 5,052,715	\$ -	\$ 65,589	\$ 3,922,920	\$ 6,840,208	\$ 15,881,432	\$ 13,176,568
Receivables							
Taxes	7,801,045	1,500,164	-	1,015,600	3,149,789	13,466,598	12,864,749
Accounts	369,693	-	-	-	102,362	472,055	1,307,880
Special assessments	78,677	-	-	864,556	-	943,233	1,151,169
Loans	-	-	-	-	626,386	626,386	885,781
Due from other funds	1,107,634	-	-	-	-	1,107,634	1,434,192
Advance to other funds	60,000	-	-	-	-	60,000	60,000
Inventories and prepaid items	306,397	-	-	-	-	306,397	284,767
Restricted assets							
Cash and investments	-	667,870	-	-	-	667,870	404,507
TOTAL ASSETS	\$ 14,776,161	\$ 2,168,034	\$ 65,589	\$ 5,803,076	\$ 10,718,745	\$ 33,531,605	\$ 31,569,613
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES							
Liabilities							
Accounts payable	\$ 549,124	\$ -	\$ -	\$ 1,231,599	\$ 14,456	\$ 1,795,179	\$ 945,726
Accrued and other current liabilities	671,622	-	-	-	353	671,975	453,169
Due to other funds	-	-	-	-	26,858	26,858	271,935
Due to other governments	3,817	-	-	-	-	3,817	3,654
Unearned revenues	5,210	-	-	-	-	5,210	10,080
Total Liabilities	1,229,773	-	-	1,231,599	41,667	2,503,039	1,684,564
Deferred Inflows of Resources							
Property taxes	7,751,565	1,500,164	-	991,936	3,149,789	13,393,454	12,831,815
Special assessments	-	-	-	864,556	-	864,556	1,061,657
Loans receivable	-	-	-	-	626,385	626,385	885,781
Total Deferred Inflows of Resources	7,751,565	1,500,164	-	1,856,492	3,776,174	14,884,395	14,779,253
Fund Balances							
Nonspendable for							
Inventories and prepaid items	306,397	-	-	-	-	306,397	284,767
Special assessments	79,072	-	-	-	-	79,072	89,512
Advances to other funds	60,000	-	-	-	-	60,000	60,000
Delinquent property taxes	-	-	-	-	-	-	44,046
Restricted for							
Debt service	-	667,870	-	-	-	667,870	402,356
Loans	-	-	-	-	1,060,923	1,060,923	921,462
Recreation scholarship	17,874	-	-	-	-	17,874	14,280
Park land acquisition	-	-	-	-	66,406	66,406	51,283
Capital outlay	-	-	-	-	5,354,886	5,354,886	6,493,167
Committed for							
Subsequent years' expenditures	217,038	-	65,589	-	14,808	297,435	156,128
Capital outlay	-	-	-	2,714,985	405,822	3,120,807	1,228,874
Assigned for							
Subsequent year's budget	-	-	-	-	-	-	290,773
Unassigned	5,114,442	-	-	-	-	5,114,442	5,069,148
Special revenue funds	-	-	-	-	(1,941)	(1,941)	-
Total Fund Balances	5,794,823	667,870	65,589	2,714,985	6,900,904	16,144,171	15,105,796
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES							
	\$ 14,776,161	\$ 2,168,034	\$ 65,589	\$ 5,803,076	\$ 10,718,745	\$ 33,531,605	\$ 31,569,613

(Continued)

CITY OF DE PERE, WISCONSIN
 Balance Sheet (Continued)
 Governmental Funds
 December 31, 2013
 (With summarized financial information as of December 31, 2012)

	2013	2012
<u>Reconciliation to the Statement of Net Position</u>		
Total Fund Balances as shown on previous page	\$ 16,144,171	\$ 15,105,796
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds.	62,151,396	62,745,043
Other long-term assets are not available to pay current period expenditures and therefore are deferred in the funds.	1,490,941	1,947,438
Internal service funds are used by management to charge the costs of health and dental insurance to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.	604,233	733,592
Some liabilities are not due and payable in the current period and, therefore, are not reported in the funds.		
Bonds and notes payable	\$ (34,480,000)	
Compensated absences	(1,574,867)	
Bond premium	(362,197)	
Accrued interest on long-term obligations	(168,272)	(33,732,176)
Net Position of Governmental Activities as Reported on the Statement of Net Position (see page 10)	<u>\$ 43,805,405</u>	<u>\$ 46,799,693</u>

The notes to the basic financial statements are an integral part of this statement.

CITY OF DE PERE, WISCONSIN
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2013
(With summarized financial information for the year ended December 31, 2012)

	General	Debt Service	Special Revenue - Riverwalk Pier	Capital Projects - Public Improvements	Other Governmental	Total Governmental Funds	
						2013	2012
Revenues							
Taxes	\$ 7,766,285	\$ 1,353,278	\$ -	\$ 941,276	\$ 3,004,649	\$ 13,065,488	\$ 12,953,996
Special assessments	-	-	-	83,160	-	83,160	963,046
Intergovernmental	3,039,156	36,643	300	314,606	225,004	3,615,709	5,109,525
Licenses and permits	505,020	-	-	-	109,641	614,661	664,067
Fines and forfeits	237,257	-	-	-	-	237,257	233,638
Public charges for services	1,314,646	-	-	-	35,980	1,350,626	1,419,666
Intergovernmental charges for services	977,037	-	-	-	-	977,037	856,468
Miscellaneous	174,927	373,277	262,192	20,188	288,137	1,118,721	1,762,599
Total Revenues	14,014,328	1,763,198	262,492	1,359,230	3,663,411	21,062,659	23,963,005
Expenditures							
Current							
General government	1,608,368	-	-	-	-	1,608,368	1,630,772
Public safety	8,123,459	-	-	-	-	8,123,459	8,052,660
Public works	2,491,875	-	-	-	-	2,491,875	2,409,455
Sanitation	628,360	-	-	-	-	628,360	553,373
Health and human services	243,939	-	-	-	-	243,939	334,337
Culture and recreation	2,091,003	-	-	-	129,795	2,220,798	2,069,053
Conservation and development	221,808	-	-	-	2,666,871	2,888,679	2,050,282
Debt service							
Principal	-	5,600,474	-	-	-	5,600,474	3,040,048
Interest and fiscal charges	-	1,180,505	-	23,160	47,676	1,251,341	1,146,098
Capital outlay	-	-	198,834	1,284,420	2,383,392	3,866,646	6,864,653
Total Expenditures	15,408,812	6,780,979	198,834	1,307,580	5,227,734	28,923,939	28,150,731
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,394,484)	(5,017,781)	63,658	51,650	(1,564,323)	(7,861,280)	(4,187,726)
Other Financing Sources (Uses)							
Long-term debt issued	-	2,410,000	-	1,990,000	3,780,000	8,180,000	5,830,000
Transfers in	1,238,155	2,873,295	-	-	100,000	4,211,450	4,761,806
Transfers out	-	-	-	(150,000)	(3,341,795)	(3,491,795)	(4,060,028)
Total Other Financing Sources (Uses)	1,238,155	5,283,295	-	1,840,000	538,205	8,899,655	6,531,778
Net Change in Fund Balances	(156,329)	265,514	63,658	1,891,650	(1,026,118)	1,038,375	2,344,052
Fund Balances - January 1	5,951,152	402,356	1,931	823,335	7,927,022	15,105,796	12,761,744
Fund Balances - December 31	\$ 5,794,823	\$ 667,870	\$ 65,589	\$ 2,714,985	\$ 6,900,904	\$ 16,144,171	\$ 15,105,796

(Continued)

CITY OF DE PERE, WISCONSIN
 Statement of Revenues, Expenditures and Changes in Fund Balances (Continued)
 Governmental Funds
 For the Year Ended December 31, 2013
 (With summarized financial information for the year ended December 31, 2012)

	2013	2012
<u>Reconciliation to the Statement of Activities</u>		
Net Change in Fund Balances as shown on previous page	\$ 1,038,375	\$ 2,344,052
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital assets reported as capital outlay in governmental fund statements	\$ 2,056,218	
Depreciation expense reported in the statement of activities	<u>(2,649,865)</u>	
Amount by which capital additions are greater (less) than depreciation in current period	(593,647)	2,707,125
In governmental funds the entire proceeds, if any, from the disposal of capital assets is reported as an other financing source. In the statement of activities only the gain (or loss) on the disposal is reported.		
Net book value of assets disposed of	-	(31,179)
Certain employee benefits are reported in the governmental funds when amounts are paid. The statement of activities reports the value of benefits earned during the year. This year the accrual of these benefits decreased by:	53,721	148,075
Internal service funds are used by management to charge the costs of health and dental insurance to individual funds. The net revenue (expense) of the internal service funds is reported with governmental activities.	(129,359)	168,882
Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the statement of activities when earned.	(456,497)	(696,976)
The issuance of long-term debt provides current financial resources to governmental funds, but is reported as an increase in long-term debt in the statement of net position and does not affect the statement of activities. amount of debt issued in the current year is:	(8,180,000)	(5,830,000)
Repayment of principal on long-term debt is reported in the governmental funds as an expenditure, but is reported as a reduction in long-term debt in the statement of net position and does not affect the statement of activities. The amount of long-term debt principal payments in the current year, including \$38,956 of capital lease payments in current expenditures, is:	5,639,430	3,081,712
Bond premiums issued are reported in the governmental funds as an other financing source. In the statement of activities, these costs are capitalized and amortized over the life of the bonds.	(362,197)	-
Interest payments on outstanding debt are reported in the governmental funds as an expenditure when paid, in the statement of activities interest is reported as it accrues.	<u>(4,114)</u>	<u>6,182</u>
Change in Net Position of Governmental Activities as Reported in the Statement of Activities (see pages 11 - 12)	<u>\$ (2,994,288)</u>	<u>\$ 1,897,873</u>

The notes to the basic financial statements are an integral part of this statement.

CITY OF DE PERE, WISCONSIN
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
General Fund
For the Year Ended December 31, 2013

	Budgeted Amounts		Actual	Variance Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ 7,785,643	\$ 7,785,643	\$ 7,766,285	\$ (19,358)
Intergovernmental	3,053,093	3,053,093	3,039,156	(13,937)
Licenses and permits	474,300	474,300	505,020	30,720
Fines and forfeits	269,000	269,000	237,257	(31,743)
Public charges for services	1,281,805	1,281,805	1,314,646	32,841
Intergovernmental charges for services	942,440	942,440	977,037	34,597
Miscellaneous	393,565	393,565	174,927	(218,638)
Total Revenues	14,199,846	14,199,846	14,014,328	(185,518)
Expenditures				
Current				
General government	1,666,063	1,667,563	1,608,368	59,195
Public safety	8,102,362	8,117,362	8,123,459	(6,097)
Public works	2,589,867	2,589,867	2,491,875	97,992
Sanitation	554,652	554,652	628,360	(73,708)
Health and human services	424,203	424,203	243,939	180,264
Culture and recreation	2,143,631	2,158,631	2,091,003	67,628
Conservation and development	228,339	228,339	221,808	6,531
Total Expenditures	15,709,117	15,740,617	15,408,812	331,805
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,509,271)	(1,540,771)	(1,394,484)	146,287
Other Financing Sources				
Transfers in	1,218,500	1,218,500	1,238,155	19,655
Net Change in Fund Balance	(290,771)	(322,271)	(156,329)	165,942
Fund Balance - January 1	5,951,152	5,951,152	5,951,152	-
Fund Balance - December 31	\$ 5,660,381	\$ 5,628,881	\$ 5,794,823	\$ 165,942

The notes to the basic financial statements are an integral part of this statement.

CITY OF DE PERE, WISCONSIN

Statement of Net Position

Proprietary Funds

December 31, 2013

(With summarized financial information as of December 31, 2012)

	Enterprise Funds						Governmental Activities - Internal Service Funds
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility	Totals		
					2013	2012	
ASSETS							
Cash and investments	\$ 791,279	\$ -	\$ -	\$ 877,750	\$ 1,669,029	\$ 854,344	\$ 849,613
Receivables							
Accounts	1,602,832	-	1,679,177	-	3,282,009	3,293,077	-
Other	206,251	-	-	-	206,251	298,949	-
Due from other governments	-	2,246,790	-	-	2,246,790	2,407,275	-
Inventories and prepaid expenses	209,546	-	-	-	209,546	25,090	-
Restricted assets							
Cash and investments	-	-	150,000	-	150,000	150,000	-
Capital assets, nondepreciable							
Land	53,207	-	-	-	53,207	53,207	-
Capital assets, depreciable							
Buildings and improvements	555,781	-	-	-	555,781	539,471	-
Machinery and equipment	3,845,343	-	694,693	-	4,540,036	4,317,859	-
Infrastructure	22,318,829	-	19,341,722	15,552,169	57,212,720	56,012,232	-
Less: Accumulated depreciation	(5,781,750)	-	(8,783,117)	(6,045,059)	(20,609,926)	(19,523,911)	-
TOTAL ASSETS	23,801,318	2,246,790	13,082,475	10,384,860	49,515,443	48,427,593	849,613
LIABILITIES							
Accounts and claims payable	739,157	-	1,112,202	4,070	1,855,429	1,499,245	177,376
Accrued and other current liabilities	5,592	-	2,838	1,600	10,030	8,987	-
Accrued interest payable	8,334	-	-	-	8,334	9,208	-
Due to other funds	-	237,525	843,251	-	1,080,776	1,162,257	60,000
Long-term obligations							
Due within one year	285,000	-	-	-	285,000	275,000	-
Due in more than one year	2,451,936	-	54,538	17,946	2,524,420	2,807,416	-
TOTAL LIABILITIES	3,490,019	237,525	2,012,829	23,616	5,763,989	5,762,113	237,376
NET POSITION							
Net investment in capital assets	18,366,410	-	11,253,298	9,507,110	39,126,818	38,498,858	-
Restricted for							
Capital projects	-	-	-	-	-	528	-
Unrestricted	1,944,889	2,009,265	(183,652)	854,134	4,624,636	4,166,094	612,237
TOTAL NET POSITION	\$ 20,311,299	\$ 2,009,265	\$ 11,069,646	\$ 10,361,244	43,751,454	42,665,480	\$ 612,237
Adjustment to reflect the consolidation of the internal service fund activities related to enterprise funds					8,003	88,668	
Net position of business-type activities as reported on the Statement of Net Position (page 10)					\$ 43,759,457	\$ 42,754,148	

The notes to the basic financial statements are an integral part of this statement.

CITY OF DE PERE, WISCONSIN
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
For the Year Ended December 31, 2013
(With summarized financial information for the year ended December 31, 2012)

	Enterprise Funds						Governmental Activities - Internal Service Funds
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility	Totals		
					2013	2012	
Operating Revenues							
Charges for services	\$ 5,874,627	\$ -	\$ 3,688,533	\$ 1,117,421	\$ 10,680,581	\$ 10,326,229	\$ 2,934,372
Other	381,859	-	4,375,606	-	4,757,465	4,060,274	-
Total Operating Revenues	6,256,486	-	8,064,139	1,117,421	15,438,046	14,386,503	2,934,372
Operating Expenses							
Claims and administrative fees	-	-	-	-	-	-	3,144,527
Operation and maintenance	4,447,311	-	7,094,625	698,197	12,240,133	12,113,701	-
Depreciation	527,749	-	497,353	297,633	1,322,735	1,224,583	-
Taxes	44,358	-	-	-	44,358	41,587	-
Total Operating Expenses	5,019,418	-	7,591,978	995,830	13,607,226	13,379,871	3,144,527
Operating Income (Loss)	1,237,068	-	472,161	121,591	1,830,820	1,006,632	(210,155)
Nonoperating Revenues (Expenses)							
Interest income	-	-	-	-	-	9,128	132
Interest and fiscal charges	(109,816)	(32,545)	-	-	(142,361)	(119,746)	-
Total Nonoperating Revenues (Expenses)	(109,816)	(32,545)	-	-	(142,361)	(110,618)	132
Income (Loss) Before Contributions and Transfers	1,127,252	(32,545)	472,161	121,591	1,688,459	896,014	(210,023)
Capital contributions	117,170	-	-	-	117,170	578,173	-
Transfers out	(449,518)	-	(270,137)	-	(719,655)	(701,778)	-
Change in Net Position	794,904	(32,545)	202,024	121,591	1,085,974	772,409	(210,023)
Net Position - January 1	19,516,395	2,041,810	10,867,622	10,239,653	42,665,480	41,893,071	822,260
Net Position - December 31	\$ 20,311,299	\$ 2,009,265	\$ 11,069,646	\$ 10,361,244	\$ 43,751,454	\$ 42,665,480	\$ 612,237
Change in Net Position per above					\$ 1,085,974	\$ 772,409	
Adjustment to reflect the consolidation of the internal service fund activities related to enterprise funds					(80,665)	94,111	
Change in net position of business-type activities as reported on the Statement of Activities (pages 11-12)					\$ 1,005,309	\$ 866,520	

The notes to the basic financial statements are an integral part of this statement.

CITY OF DE PERE, WISCONSIN
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2013
(With summarized financial information for the year ended December 31, 2012)

	Enterprise Funds						Governmental Activities - Internal Service Funds
	Water Utility	Wastewater Treatment Plant Utility	Wastewater Utility	Stormwater Utility	Totals		
					2013	2012	
Cash Flows from Operating Activities							
Cash received from user charges	\$ 6,438,920	\$ -	7,985,472	\$ 1,117,421	\$ 15,541,813	\$ 14,416,860	\$ -
Cash received from interfund services provided	56,545	-	(56,545)	-	-	-	2,934,372
Cash payments to suppliers	(3,843,638)	-	(6,452,972)	(214,409)	(10,511,019)	(10,707,477)	(3,108,660)
Cash payments to employees	(675,039)	-	(425,265)	(498,392)	(1,598,696)	(1,425,435)	-
Net Cash Provided (Used) by Operating Activities	1,976,788	-	1,050,690	404,620	3,432,098	2,283,948	(174,288)
Cash Flows from Noncapital Financing Activities							
Changes in assets and liabilities							
Due to other funds	-	(127,940)	46,459	-	(81,481)	304,778	-
Transfers out	(449,518)	-	(270,137)	-	(719,655)	(701,778)	-
Net Cash Provided (Used) by Noncapital Financing Activities	(449,518)	(127,940)	(223,678)	-	(801,136)	(397,000)	-
Cash Flows from Capital and Related Financing Activities							
Acquisition of capital assets	(618,167)	-	(827,012)	(113,348)	(1,558,527)	(1,714,021)	-
Proceeds from sale of treatment plant	-	160,485	-	-	160,485	160,483	-
Principal payments on long-term debt	(275,000)	-	-	-	(275,000)	(265,000)	-
Interest payments on long-term debt	(110,690)	(32,545)	-	-	(143,235)	(120,587)	-
Net Cash Provided (Used) by Capital and Related Financing Activities	(1,003,857)	127,940	(827,012)	(113,348)	(1,816,277)	(1,939,125)	-
Cash Flows from Investing Activities							
Investment income	-	-	-	-	-	9,128	132
Change in Cash and Cash Equivalents	523,413	-	-	291,272	814,685	(43,049)	(174,156)
Cash and Cash Equivalents - January 1	267,866	-	150,000	586,478	1,004,344	1,047,393	1,023,769
Cash and Cash Equivalents - December 31	\$ 791,279	\$ -	150,000	\$ 877,750	\$ 1,819,029	\$ 1,004,344	\$ 849,613
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:							
Operating income (loss)	\$ 1,237,068	\$ -	\$ 472,161	\$ 121,591	\$ 1,830,820	\$ 1,006,632	\$ (210,155)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:							
Depreciation	527,749	-	497,353	297,633	1,322,735	1,224,583	-
Depreciation charged to sewer	56,545	-	(56,545)	-	-	-	-
Changes in assets and liabilities							
Accounts receivable	89,736	-	(78,667)	-	11,069	(185,828)	-
Other accounts receivable	92,698	-	-	-	92,698	216,185	-
Inventories and prepaid expenses	(184,456)	-	-	-	(184,456)	(391)	-
Accounts and claims payable	148,694	-	219,024	(11,533)	356,185	41,688	35,867
Accrued liabilities	1,451	-	(300)	(108)	1,043	4,315	-
Compensated absences	7,303	-	(2,336)	(2,963)	2,004	(23,236)	-
Net Cash Provided (Used) by Operating Activities	\$ 1,976,788	\$ -	1,050,690	\$ 404,620	\$ 3,432,098	\$ 2,283,948	\$ (174,288)
Noncash Investing, Capital and Financing Activities							
Capital contributions	\$ 117,170	\$ -	\$ -	\$ -	\$ 117,170	\$ 578,173	\$ -

The notes to the basic financial statements are an integral part of this statement.

CITY OF DE PERE, WISCONSIN

Statement of Net Position

Agency Funds

December 31, 2013

(With summarized financial information as of December 31, 2012)

	Tax Collection	Trust Deposits	Totals	
			2013	2012
ASSETS				
Cash and cash equivalents	\$ 7,063,064	\$ 25,473	\$ 7,088,537	\$ 7,937,364
Accounts receivable				
Taxes receivable	22,384,811	-	22,384,811	21,454,716
TOTAL ASSETS	\$ 29,447,875	\$ 25,473	\$ 29,473,348	\$ 29,392,080
LIABILITIES				
Due to other governments				
State of Wisconsin	\$ 298,395	\$ -	\$ 298,395	\$ 294,194
Brown County	7,773,445	-	7,773,445	7,871,980
Northeast Wisconsin Technical College	2,746,000	-	2,746,000	2,713,125
School District of De Pere	8,990,423	-	8,990,423	8,918,254
West De Pere School District	9,639,612	-	9,639,612	9,569,397
Deposits held in trust	-	25,473	25,473	25,130
TOTAL LIABILITIES	\$ 29,447,875	\$ 25,473	\$ 29,473,348	\$ 29,392,080

The notes to the basic financial statements are an integral part of this statement.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of De Pere, Wisconsin ("the City") have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting principles and policies utilized by the City are described below:

1. Reporting Entity

The City of De Pere is a municipal corporation governed by an elected eight-member council. In accordance with GAAP, the basic financial statements are required to include the City (the primary government) and any separate component units that have a significant operational or financial relationship with the City. The City has not identified any component units that are required to be included in the basic financial statements in accordance with standards established by GASB Statement No. 61.

2. Related Organization

The Mayor and City Council are responsible for appointing the board members of the De Pere Housing Authority, but the City's involvement with this organization does not extend beyond making the appointments. The City is not financially accountable for the Housing Authority as defined by standards in GASB Statements No. 16. Therefore this organization is not included in the City's reporting entity.

3. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which are primarily supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for services.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Governmental funds include general, special revenue, debt service and capital projects funds. Proprietary funds include enterprise and internal service funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

GENERAL FUND

This is the City's main operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

DEBT SERVICE FUND

This fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.

RIVERWALK PIER

This fund is used to account for financial resources to be used for the construction of the De Pere Riverwalk Pier. The significant revenue source is donations and grants.

PUBLIC IMPROVEMENTS FUND

This fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities.

The City reports the following major enterprise funds:

WATER UTILITY FUND

This fund is used to account for the operations of the City's water utility.

WASTEWATER TREATMENT PLANT UTILITY FUND

This fund is used to account for the operations of the City's wastewater treatment plant utility.

WASTEWATER UTILITY FUND

This fund is used to account for the operations of the City's wastewater utility.

STORMWATER UTILITY FUND

This fund is used to account for the operations of the City's stormwater utility.

Additionally, the government reports the following fund types:

Internal service funds account for health insurance and dental insurances services provided to other departments or agencies of the City, or to other governments, on a cost reimbursement basis.

The City accounts for property taxes collected on behalf of other governments and trust deposits in *agency funds*.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

4. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund (other than agency funds) financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Agency funds follow the accrual basis of accounting, and do not have a measurement focus.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, and fees and fines, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for services. Operating expenses for enterprise funds include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources, as they are needed.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

5. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position or Fund Balance

a. Cash and Investments

Cash and investments are combined in the financial statements. Cash deposits consist of demand and nonnegotiable time deposits with financial institutions and are carried at cost. Investments with maturity dates of less than one year are stated at amortized cost, which approximates fair value. Investments with maturity dates exceeding one year are stated at fair value. Fair value is the amount at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale. For purposes of the statement of cash flows, all cash deposits and highly liquid investments (including restricted assets) with a maturity of three months or less from date of acquisition are considered to be cash equivalents.

b. Accounts Receivable

Accounts receivable are recorded at gross amount with uncollectible amounts recognized under the direct write-off method. No allowance for uncollectible accounts has been provided since it is believed that the amount of such allowance would not be material to the basic financial statements.

c. Interfund Receivables and Payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" and "due to other funds" in the fund financial statements. Noncurrent portions of the interfund receivables for the governmental funds are reported as "advances to other funds" and are offset by nonspendable fund balance since they do not constitute expendable available financial resources and therefore are not available for appropriation.

The amount reported on the statement of net position for internal balances represents the residual balance outstanding between the governmental activities and business-type activities.

d. Inventories

Inventories are recorded at cost, which approximates market, using the first-in, first-out method. Inventories consist of expendable supplies held for consumption. The cost is recorded as an expenditure at the time individual inventory items are consumed rather than when purchased.

Inventories of governmental funds in the fund financial statements are offset by nonspendable fund balance to indicate that they do not represent spendable available financial resources.

e. Prepaid Items

Payments made to vendors that will benefit periods beyond the end of the current fiscal year are recorded as prepaid items.

Prepaid items of governmental funds in the fund financial statements are offset by nonspendable fund balance to indicate that they do not represent spendable available financial resources.

f. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of \$5,000 or higher and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital assets of the City are depreciated using the straight-line method over the following estimated useful lives:

	Governmental Activities	Business-type Activities
	Years	
<u>Assets</u>		
Land improvements	10 - 40	-
Buildings and improvements	30 - 40	25 - 50
Machinery and equipment	3 - 15	3 - 10
Infrastructure	15 - 75	25 - 100

Annual depreciation expense for the enterprise fund reported on the statement of cash flows exceeds depreciation expense reported on the statement of revenues, expenses and changes in net position. The difference results from depreciation expense applicable to transportation and certain other operating equipment of the water utility enterprise fund being charged to operating expense accounts other than the depreciation expense account. This accounting procedure is required by the Public Service Commission of the State of Wisconsin.

g. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick leave benefits in accordance with bargaining unit agreements. All vacation and sick leave is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds in the fund financial statements only if they have matured, for example, as a result of employee resignations and retirements.

h. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City currently does not have any items that qualify for reporting in this category.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represent an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The City has one type of item that qualifies for reporting in this category, property taxes. This amount will be recognized as an inflow of resources in the subsequent year for which it was levied. The City also has an additional type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources, special assessments and loans receivable. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

i. Long-term Obligations

In the government-wide financial statements, and proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Bond premiums and discounts, costs, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

j. Fund Equity

GOVERNMENTAL FUND FINANCIAL STATEMENTS

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- Nonspendable fund balance - Amounts that are not in spendable form (such as inventory, prepaid items, or long-term receivables) or are legally or contractually required to remain intact.
- Restricted fund balance - Amounts that are constrained for specific purposes by external parties (such as grantor or bondholders), through constitutional provisions, or by enabling legislation.
- Committed fund balance - Amounts that are constrained for specific purposes by action of the City Council. These constraints can only be removed or changed by the City Council using the same action that was used to create them.
- Assigned fund balance - Amounts that are constrained for specific purposes by action of City management. The City Council has not authorized any City official or committee to assign fund balance. Residual amounts in any governmental fund, other than the General Fund, are also reported as assigned, unless committed by City Council action.
- Unassigned fund balance - Amounts that are available for any purpose. Positive unassigned amounts are only reported in the General Fund.

The City has adopted a fund balance spend-down policy regarding the order in which fund balance will be utilized. Where applicable, the policy requires restricted funds to be spent first, followed by committed funds, and then assigned funds. Unassigned funds would be spent last.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

GOVERNMENT-WIDE AND PROPRIETARY FUND STATEMENTS

Equity is classified as net position and displayed in three components:

- Net investment in capital assets - Amount of capital assets, net of accumulated depreciation, less outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- Restricted net position - Amount of net position that is subject to restrictions that are imposed by 1) external groups, such as creditors, grantors, contributors or laws or regulations of other governments or 2) law through constitutional provisions or enabling legislation.
- Unrestricted net position - Net position that is neither classified as restricted nor as net investment in capital assets.

k. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

NOTE B - STEWARDSHIP AND COMPLIANCE

Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the basic financial statements:

1. During November, City management submits to the City Council a proposed operating budget for the calendar year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them. After submission to the governing body, public hearings are held to obtain taxpayer comments. Following the public hearings, the proposed budget, including authorized additions and deletions, is legally enacted by City Council action.
2. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for the general, special revenue, debt service, capital project, and enterprise funds. Budget is defined as the originally approved budget plus or minus approved amendments. Individual amendments throughout the year were not material in relation to the original budget. Budget appropriations not expended during the year are closed to fund balance unless authorized by the governing body to be forwarded into the succeeding year's budget.
3. During the year, formal budgetary integration is employed as a management control device for the general, debt service and certain capital project funds. Management control of special revenue funds and other capital projects funds are achieved through grant contracts, bond issuance resolutions, Tax Incremental District project plans and available balances.
4. Expenditures may not exceed appropriations provided in detailed budget accounts maintained for each activity or department of the City. Amendments to the budget during the year require initial approval by management and are subsequently authorized by the City Council.
5. Encumbrance accounting is not used by the City to record commitments related to unperformed contracts for goods or services.

The City did not have any material violation of legal or contractual provisions for the fiscal year ended December 31, 2013.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE B - STEWARDSHIP AND COMPLIANCE (Continued)

Deficit Fund Balance

The following funds had a deficit fund balance as of December 31, 2013:

Funds	Deficit Fund Equity
Special Revenue Fund	
Cable Access	\$ 1,941

The City anticipates funding the above deficits from future revenues of the fund.

NOTE C - DETAILED NOTES ON ALL FUNDS

1. Cash and Investments

The City maintains various cash and investment accounts, including pooled funds that are available for use by all funds. Each fund's portion of these accounts is displayed on the financial statements as "Cash and investments."

Invested cash consists of deposits and investments that are restricted by Wisconsin Statutes to the following:

Time deposits; repurchase agreements; securities issued by federal, state and local governmental entities; statutorily authorized commercial paper and corporate securities; and the Wisconsin local government investment pool.

The carrying amount of the City's cash and investments totaled \$26,306,481 on December 31, 2013 as summarized below:

Petty cash funds	\$ 3,246
Deposits with financial institutions	799,379
Investments	25,503,856
	<u>\$ 26,306,481</u>

Reconciliation to the basic financial statements:

Government-wide statement of net position	
Cash and investments	\$ 18,400,074
Restricted cash and investments	817,870
Fiduciary funds statement of net position	
Agency fund	7,088,537
	<u>\$ 26,306,481</u>

Deposits and investments of the City are subject to various risks. Presented on the following page is a discussion of the specific risks and the City's policy related to the risk.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE C - DETAILED NOTES ON ALL FUNDS (Continued)

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. Wisconsin statutes require repurchase agreements to be fully collateralized by bonds or securities issued or guaranteed by the federal government or its instrumentalities. The City's policy requires collateralization for depository institutions rated average. Collateralization is not required for institutions rated superior or excellent.

Deposits with financial institutions within the State of Wisconsin are insured by the Federal Deposit Insurance Corporation (FDIC) in the amount of \$250,000 for the combined amount of all time and savings deposits and \$250,000 for interest-bearing and noninterest-bearing demand deposits per official custodian per insured depository institution. Deposits with financial institutions located outside the State of Wisconsin are insured by the FDIC in the amount of \$250,000 for the combined amount of all deposit accounts per official custodian per depository institution. Also, the State of Wisconsin has a State Guarantee Fund which provides a maximum of \$400,000 per public depository above the amount provided by an agency of the U.S. Government. However, due to the relatively small size of the State Guarantee Fund in relation to the Fund's total coverage, total recovery of insured losses may not be available.

As of December 31, 2013, \$511,582 of the City's deposits with financial institutions were in excess of federal and state depository insurance limits.

On December 31, 2013, the City held repurchase agreement investments of \$451,331 of which the underlying securities are held by the investment's counterparty, not in the name of the City.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Wisconsin statutes limit investments in securities to the top two ratings assigned by nationally recognized statistical rating organizations. The City does not have an additional credit risk policy. Presented below is the actual rating as of year end for each investment type.

Investment Type	Amount	Exempt From Disclosure	AAA	Not Rated
U.S. Treasury notes	\$ 4,947,015	\$ 4,947,015	\$ -	\$ -
Money market funds	576,014	576,014	-	-
Federal agency securities	5,191,201	-	5,191,201	-
Wisconsin local government investment pool	14,338,295	-	-	14,338,295
Totals	<u>\$ 25,052,525</u>	<u>\$ 5,523,029</u>	<u>\$ 5,191,201</u>	<u>\$ 14,338,295</u>

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE C - DETAILED NOTES ON ALL FUNDS (Continued)Concentration of Credit Risk

The investment policy of the City limits the amount that can be invested in any one security type or issuer. Investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of total City investments are as follows:

Issuer	Reported Amount	Percent of Total
Federal National Mortgage Association	\$ 3,015,866	11.8%

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Information about the sensitivity of the fair values of the City's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

Investment Type	Amount	Remaining Maturity (in Months)			
		12 Months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months
U.S. Treasury notes	\$ 4,947,015	\$ 1,541,829	\$ 2,171,174	\$ 1,234,012	\$ -
Money market funds	576,014	576,014	-	-	-
Federal agency securities	5,191,201	370,206	537,379	965,240	3,318,377
Repurchase agreements	451,331	451,331	-	-	-
Wisconsin local government investment pool	14,338,295	14,338,295	-	-	-
Totals	\$ 25,503,856	\$ 17,277,675	\$ 2,708,553	\$ 2,199,252	\$ 3,318,377

Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

The City's investments include the following investments that are highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above):

Highly Sensitive Investments	Fair Value at Year End
Mortgage backed securities. These securities are subject to early payment in a period of declining interest rates. The resultant reduction in expected total cash flows affects the fair value of these securities and makes the fair values of these securities highly sensitive to changes in interest rates.	\$ 5,191,201

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE C - DETAILED NOTES ON ALL FUNDS (Continued)

Investment in Wisconsin Local Government Investment Pool

The City has investments in the Wisconsin local government investment pool of \$14,338,295 at year-end. The Wisconsin local government investment pool (LGIP) is part of the State Investment Fund (SIF), and is managed by the State of Wisconsin Investment Board. The SIF is not registered with the Securities and Exchange Commission, but operates under the statutory authority of Wisconsin Chapter 25. The SIF reports the fair value of its underlying assets annually. Participants in the LGIP have the right to withdraw their funds in total on one day's notice. At December 31, 2013, the fair value of the City's share of the LGIP's assets was substantially equal to the carrying value.

Restricted Cash & Investments

Restricted cash and investments of the Wastewater Utility totaled \$150,000 on December 31, 2013, and is held for capital asset replacement. Restricted cash and investments of the Debt Service fund totaled \$667,870 on December 31, 2013, and is held for debt retirement.

2. Property Taxes

Property taxes consist of taxes on real estate and personal property. They are levied during December of the prior year and become an enforceable lien on property the following January 1. Property taxes are payable in various options depending on the type and amount. Personal property taxes are payable on or before January 31 in full. Real estate taxes are payable in full by January 31 or in two equal installments on or before January 31 and July 31. Real estate taxes not paid by January 31 are purchased by the County as part of the February tax settlement. Delinquent personal property taxes remain the collection responsibility of the City.

The City bills and collects its own property taxes and also levies and collects taxes for the School District of De Pere, West De Pere School District, Brown County and the State of Wisconsin. The Brown County Treasurer collects property taxes billed by the City in accordance with a contract between the County and the City.

3. Due From Other Governments

On December 31, 2007, the City of De Pere sold its wastewater treatment facility to the Green Bay Metropolitan Sewerage District (GBMSD). As part of the sale, the City received a 20 year non-interest bearing note from the GBMSD in the amount of \$3,209,700 payable to the City in annual installments of \$160,485. The balance of the note receivable at December 31, 2013 was \$2,246,790.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE C - DETAILED NOTES ON ALL FUNDS (Continued)**4. Capital Assets**

Capital asset activity for the year ended December 31, 2013 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 8,268,479	\$ -	\$ -	\$ 8,268,479
Construction in progress	3,222,635	-	3,222,635	-
Total capital assets, not being depreciated	11,491,114	-	3,222,635	8,268,479
Capital assets, being depreciated:				
Land improvements	2,457,540	3,346,808	-	5,804,348
Buildings and improvements	11,307,507	-	-	11,307,507
Machinery and equipment	2,643,318	22,315	-	2,665,633
Vehicles	7,238,173	27,186	-	7,265,359
Infrastructure	67,324,852	1,882,544	73,611	69,133,785
Subtotals	90,971,390	5,278,853	73,611	96,176,632
Less accumulated depreciation for:				
Land improvements	1,999,982	100,237	-	2,100,219
Buildings and improvements	6,007,497	287,827	-	6,295,324
Machinery and equipment	1,797,513	164,241	-	1,961,754
Vehicles	5,317,988	501,468	-	5,819,456
Infrastructure	24,594,481	1,596,092	73,611	26,116,962
Subtotals	39,717,461	2,649,865	73,611	42,293,715
Total capital assets, being depreciated, net	51,253,929	2,628,988	-	53,882,917
Governmental activities capital assets, net	<u>\$ 62,745,043</u>	<u>\$ 2,628,988</u>	<u>\$ 3,222,635</u>	62,151,396
Less related long-term debt outstanding				<u>34,480,000</u>
Net investment in capital assets				<u>\$ 27,671,396</u>
Business-type activities:				
Capital assets, not being depreciated:				
Land	\$ 53,207	\$ -	\$ -	\$ 53,207
Capital assets, being depreciated:				
Buildings	539,471	16,310	-	555,781
Machinery and equipment	4,317,859	223,863	1,686	4,540,036
Infrastructure	56,012,232	1,435,407	234,919	57,212,720
Subtotals	60,869,562	1,675,580	236,605	62,308,537
Less accumulated depreciation:	19,523,911	1,322,735	236,720	20,609,926
Total capital assets, being depreciated, net	41,345,651	352,845	(115)	41,698,611
Business-type activities capital assets, net	<u>\$ 41,398,858</u>	<u>\$ 352,845</u>	<u>\$ (115)</u>	41,751,818
Less related long-term debt outstanding				<u>2,625,000</u>
Net investment in capital assets				<u>\$ 39,126,818</u>

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE C - DETAILED NOTES ON ALL FUNDS (Continued)

Depreciation expense was charged to functions of the City as follows:

Governmental activities	
General government	\$ 40,910
Public safety	212,536
Public works	2,077,092
Culture and recreation	319,327
Total depreciation expense - governmental activities	<u>\$ 2,649,865</u>
Business-type activities	
Water utility	\$ 527,749
Wastewater utility	497,353
Stormwater utility	297,633
Total depreciation expense - business-type activities	<u>\$ 1,322,735</u>

5. Interfund Receivable, Payables, and Transfers

Interfund receivables and payables between individual funds of the City, as reported in the fund financial statements, as of December 31, 2013 are detailed below:

	Interfund Receivables	Interfund Payables
Temporary Advance		
General Fund	\$ 60,000	\$ -
Internal Service Funds		
Health Self Insurance	-	50,000
Dental Self Insurance	-	10,000
Temporary Cash Advances to Finance Operating Cash		
Deficits of Other Funds		
General Fund	1,107,634	-
Special Revenue Fund		
Cable Access	-	26,858
Enterprise Funds		
Wastewater Treatment Plant Utility	-	237,525
Wastewater Utility	-	843,251
Totals	<u>\$ 1,167,634</u>	<u>\$ 1,167,634</u>

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE C - DETAILED NOTES ON ALL FUNDS (Continued)

Interfund transfers for the year ended December 31, 2013 were as follows:

	Transfer to:			
	General Fund	Debt Service	TID No. 5	Total
Transfers from:				
Public Improvements	\$ -	\$ 150,000	\$ -	\$ 150,000
Cable Access	18,500	-	-	18,500
Capital Equipment	500,000	-	-	500,000
TID No. 5	-	1,187,380	-	1,187,380
TID No. 6	-	1,352,915	100,000	1,452,915
TID No. 7	-	183,000	-	183,000
Water Utility	449,518	-	-	449,518
Wastewater Utility	270,137	-	-	270,137
	<u>\$ 1,238,155</u>	<u>\$ 2,873,295</u>	<u>\$ 100,000</u>	<u>\$ 4,211,450</u>

Transfers are made in accordance with annual budgets.

6. Long-term Obligations

The following is a summary of changes in long-term obligations of the City for the year ended December 31, 2013:

	Outstanding 1/1/13	Issued	Retired	Outstanding 12/31/13	Due Within One Year
Governmental activities:					
General Obligation Debt					
Bonds	\$ 21,315,000	\$ 5,650,000	\$ 4,275,000	\$ 22,690,000	\$ 2,285,000
Taxable Bonds	4,590,000	2,530,000	25,000	7,095,000	375,000
Notes	5,350,000	-	1,255,000	4,095,000	940,000
Taxable Notes	630,000	-	30,000	600,000	110,000
Total General Obligation Debt	31,885,000	8,180,000	5,585,000	34,480,000	3,710,000
Debt premium	-	373,277	11,080	362,197	26,592
Capital lease payable	54,430	-	54,430	-	-
Compensated absences	1,628,588	28,022	81,743	1,574,867	-
Governmental activities Long-term obligations	<u>\$ 33,568,018</u>	<u>\$ 8,581,299</u>	<u>\$ 5,732,253</u>	<u>\$ 36,417,064</u>	<u>\$ 3,736,592</u>
Business-type activities:					
Water utility revenue bonds	\$ 2,900,000	\$ -	\$ 275,000	\$ 2,625,000	\$ 285,000
Compensated absences	182,416	2,004	-	184,420	-
Business-type activities Long-term obligations	<u>\$ 3,082,416</u>	<u>\$ 2,004</u>	<u>\$ 275,000</u>	<u>\$ 2,809,420</u>	<u>\$ 285,000</u>

Total interest paid during the year on long-term debt totaled \$1,144,560.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE C - DETAILED NOTES ON ALL FUNDS (Continued)

General Obligation Debt

General obligation debt currently outstanding is detailed as follows:

Bonds

\$4,815,000 issued 3/25/04; \$205,000 to \$220,000 due annually through 2016; interest 2.0% to 4.0%	\$ 635,000
\$3,605,000 issued 3/25/04; \$310,000 to \$400,000 due annually through 2019; interest 3.25% to 4%	2,135,000
\$2,650,000 issued 8/1/05; \$175,000 to \$265,000 due annually through 2024; interest 3.5% to 4.15%	2,380,000
\$4,050,000 issued 6/15/06; \$195,000 to \$315,000 due annually through 2025; interest 4.03%	2,980,000
\$2,020,000 issued 11/7/07; \$90,000 to \$155,000 due annually through 2026; interest 4.05%	1,550,000
\$1,000,000 issued 8/1/08; \$45,000 to \$75,000 due annually through 2027; interest 4.25%	815,000
\$2,270,000 issued 8/1/08; \$70,000 to \$255,000 due annually through 2027; interest 4.55%	2,110,000
\$2,245,000 issued 8/15/11; \$140,000 to \$180,000 due annually through 2025; interest 0.50% to 3.45%	1,855,000
\$2,980,000 issued 9/20/2012; \$150,000 to \$365,000 due annually through 2027; interest 0.50% to 2.40%	2,580,000
\$5,650,000 issued 8/13/2013; \$150,000 to \$690,000 due annually through 2028; interest 3.00% to 3.625%	5,650,000
Total Bonds	<u><u>22,690,000</u></u>

Taxable Bonds

\$1,875,000 issued 5/12/09; \$85,000 to \$155,000 due annually through 2028; interest 2.0% to 5.625%	1,715,000
\$2,850,000 issued 9/20/2012; \$50,000 to \$235,000 due annually through 2031; interest 0.85% to 3.90%	2,850,000
\$2,530,000 issued 8/13/2013; \$140,000 to \$340,000 due annually through 2023; interest 2.00% to 3.50%	2,530,000
Total Taxable Bonds	<u><u>7,095,000</u></u>

Notes

\$2,375,000 issued 8/1/05; \$205,000 to \$260,000 due annually through 2015; interest 3.80% to 5.0%	465,000
\$1,220,000 issued 8/1/08; \$135,000 to \$155,000 due annually through 2017; interest 3.43%	590,000
\$2,985,000 issued 10/28/10; \$205,000 to \$360,000 due annually through 2020; interest 1.50% to 3.0%	2,120,000
\$1,565,000 issued 8/15/11; \$80,000 to \$215,000 due annually through 2020; interest 2.0% to 2.70%	920,000
Total Notes	<u><u>4,095,000</u></u>

Taxable Notes

\$800,000 issued 5/12/09; \$110,000 to \$130,000 due annually through 2018; interest 2.0% to 4.75%	600,000
Total General Obligation Debt	<u><u>\$ 34,480,000</u></u>

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE C - DETAILED NOTES ON ALL FUNDS (Continued)

Annual principal and interest maturities of the outstanding general obligation debt of \$34,480,000 on December 31, 2013 are detailed below:

Year Ended December 31	Governmental Activities		
	Principal	Interest	Total
2014	\$ 3,710,000	\$ 1,219,326	\$ 4,929,326
2015	3,635,000	1,042,721	4,677,721
2016	3,420,000	941,151	4,361,151
2017	3,185,000	838,336	4,023,336
2018	3,145,000	740,954	3,885,954
2019-2023	10,870,000	2,390,956	13,260,956
2024-2028	6,145,000	702,685	6,847,685
2029-2031	370,000	21,293	391,293
	<u>\$ 34,480,000</u>	<u>\$ 7,897,422</u>	<u>\$ 42,377,422</u>

For governmental activities, the other long-term liabilities are generally funded by the general fund.

Build America Bonds

The taxable general obligation bonds and notes issued on May 12, 2009 totaling \$1,875,000 qualify as Build America Bonds, as described in Section 54AA of the Internal Revenue Code. The interest on the debt is taxable as set forth in the regulations. The City is eligible to receive a 35% subsidy of the annual interest payment from the Federal government. In order to receive this subsidy it is necessary for the City to file a claim form annually.

Legal Margin for New Debt

The City's legal margin for creation of additional general obligation debt on December 31, 2013 was \$54,103,010 as follows:

Equalized valuation of the City		\$ 1,758,302,800
Statutory limitation percentage		(x) 5%
General obligation debt limitation, per Section 67.03 of the Wisconsin Statutes		87,915,140
Total outstanding general obligation debt applicable to debt limitation	\$ 34,480,000	
Less: Funds held in debt service fund for retirement of general obligation debt	667,870	33,812,130
Legal Margin for New Debt		<u>\$ 54,103,010</u>

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE C - DETAILED NOTES ON ALL FUNDS (Continued)

Water Utility Revenue Bonds

Water Utility Revenue Bonds outstanding on December 31, 2013 totaled \$2,625,000 and is composed of the following issue:

\$4,395,000 issued 3/7/07; \$285,000 to \$370,000 due annually through 2021;
interest 3.810%

\$ 2,625,000

Annual principal and interest maturities of the outstanding water utility revenue bonds of \$2,625,000 on December 31, 2013 are detailed below:

Due	Business-type Activities		
	Principal	Interest	Total
2014	\$ 285,000	\$ 100,013	\$ 385,013
2015	300,000	89,154	389,154
2016	310,000	77,724	387,724
2017	320,000	65,913	385,913
2018	335,000	53,721	388,721
2019-2021	1,075,000	82,867	1,157,867
	<u>\$ 2,625,000</u>	<u>\$ 469,392</u>	<u>\$ 3,094,392</u>

Water Utility Revenues Pledged

The City has pledged future water customer revenues, net of specified operating expenses, to repay the water system revenue bonds. Proceeds from the bonds provided financing for the construction or acquisition of capital assets used with the utility. The bonds are payable through 2021. The total principal and interest remaining to be paid on the bonds is \$3,094,392. Principal and interest paid for the current year and total customer net revenues were \$385,490 and \$1,764,817 respectively.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE C - DETAILED NOTES ON ALL FUNDS (Continued)

7. Fund Equity

In the fund financial statements, portions of governmental fund balances are committed by City Council action. At December 31, 2013, fund balance was committed as follows:

General Fund

Committed for subsequent years' expenditures	
Police - radio outlay	\$ 10,778
Police - community policing	1,867
Police - training	10,578
Fire/Ambulance	159,000
Fire/Rescue - ACT 102	2,153
Community center - outdoor light fixtures	2,500
Historic preservation	4,773
Economic development - consulting - Main St. baseline	10,500
GIS - consulting for DIME consortium project	10,905
GIS - training	1,725
GIS - backup/ LIDAR software	2,259
Total	<u><u>\$ 217,038</u></u>

Special Revenue Funds

Committed for subsequent years' expenditures	
Dog park	\$ 14,808
Riverwalk Pier	65,589
Total	<u><u>\$ 80,397</u></u>

Capital Projects Funds

Committed for capital outlay	
Public improvements	\$ 2,714,985
Capital equipment	399,415
Community center	3,475
Police/Fire expansion	2,932
Total	<u><u>\$ 3,120,807</u></u>

8. Minimum Fund Balance Policy

The City Council has adopted a policy that fund balance in the amount of 25% of the ensuing year's budgeted general fund expenditures be maintained for cash flow and working capital purposes. The minimum fund balance amount is calculated as follows:

Budgeted 2014 General Fund Expenditures	\$ 15,926,091
Minimum Fund Balance %	(x) 25%
Minimum Fund Balance Amount	<u><u>\$ 3,981,523</u></u>

The City's unassigned general fund balance of \$5,114,442 is above the range of the minimum fund balance amount.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE D - OTHER INFORMATION

1. Retirement Commitments

All eligible City employees participate in the Wisconsin Retirement System (WRS), a cost-sharing, multiple-employer, defined benefit, public employee retirement system. All employees initially employed by a participating WRS employer prior to July 1, 2011, expected to work at least 600 hours a year (440 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire, are eligible to participate in the WRS. All employees initially employed by a participating WRS employer on or after July 1, 2011, and expected to work at least 1200 hours a year (880 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS. Employees hired to work nine or ten months per year, (e.g. teachers contracts), but expected to return year after year are considered to have met the one-year requirement.

Effective the first day of the first pay period on or after June 29, 2011, the employee required contribution was changed to one-half of the actuarially determined contribution rate for employees in the General category, including Teachers, and Executives and Elected Officials. Required contributions for protective employees are the same rate as general employees. Employees are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement. Contribution rates are as follows:

	2013	
	<u>Employee</u>	<u>Employer</u>
General (including Teachers)	6.65%	6.65%
Executives & Elected Officials	7.00%	7.00%
Protective with Social Security	6.65%	9.75%
Protective without Social Security	6.65%	12.35%

The payroll for City employees covered by the WRS for the year ended December 31, 2013 was \$8,870,824; the employer's total payroll was \$10,051,604. The total required contribution for the year ended December 31, 2013 was \$1,371,637, which consisted of \$781,727 or 8.8% of covered payroll from the employer, and \$589,910, or 6.6% of covered payroll from employees. Total contributions for the years ended December 31, 2012 and 2011 were \$1,189,405 and \$1,198,812, respectively, equal to the required contributions for each year.

Employees who retire at or after age 65 (62 for elected officials and 54 for protective occupation employees with less than 25 years of service, 53 for protective occupation employees with more than 25 years of service) are entitled to receive a retirement benefit. Employees may retire at age 55 (50 for protective occupation employees) and receive actuarially reduced benefits. The factors influencing the benefit are: (1) final average earnings, (2) years of creditable service, and (3) a formula factor. A final average earnings is the average of the employee's three highest year's earnings. Employees terminating covered employment and submitting application before becoming eligible for a retirement benefit may withdraw their contributions and, by doing so, forfeit all rights to any subsequent benefit. For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998 and prior to July 1, 2011 are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011 must have five years of creditable service to be vested.

The WRS also provides death and disability benefits for employees. Eligibility and the amount of all benefits are determined under Chapter 40 of Wisconsin Statutes.

The WRS issues an annual financial report that may be obtained by writing to the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE D - OTHER INFORMATION (Continued)

2. Risk Management

The City has purchased commercial insurance policies for various risks of loss related to torts; theft, damage or destruction of assets; errors or omissions; injuries to employees; or acts of God. Payments of premiums for these policies are recorded as expenditures or expenses in various funds of the City.

In addition to the above, the City has established two separate internal service funds for risk management programs to finance employees' health and employees' dental claims. The risk management programs are funded by charges to City departments and employees. For 2013, the health insurance program had stop loss health insurance coverage commencing at \$75,000 per individual claim and \$2,297,823 for the aggregate of claims. Fund expenses consist of payments to a third-party administrator for medical and dental claims, stop loss insurance premiums and administrative fees. Settlements have not exceeded insurance coverage for each of the past three years. On December 31, 2013, the health self-insurance fund had a net position balance of \$565,157, while the dental self-insurance fund had unrestricted net position balance of \$47,080. Claim liabilities at year-end are recorded based on actual claim payments reported at year-end and paid after the balance sheet date of December 31 up to the date of preparing the financial statements. The City does not report an estimated liability for claims incurred but not reported. Changes in each fund's claims liability amount for 2012 and 2013 follow:

2012				
	Liability January 1	Current Year Claims	Claim Payments	Liability December 31
Health	\$ 240,909	\$ 2,181,311	\$ 2,290,258	\$ 131,962
Dental	1,817	102,178	94,448	9,547
Total	\$ 242,726	\$ 2,283,489	\$ 2,384,706	\$ 141,509

2013				
	Liability January 1	Current Year Claims	Claim Payments	Liability December 31
Health	\$ 131,962	\$ 2,532,554	\$ 2,489,430	\$ 175,086
Dental	9,547	110,917	118,174	2,290
Total	\$ 141,509	\$ 2,643,471	\$ 2,607,604	\$ 177,376

3. Conduit Debt

The City has approved the issuance of industrial revenue bonds (IRB) for the benefit of private business enterprises. IRB's are secured by mortgages or revenue agreements on the associated projects, and do not constitute indebtedness of the City. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements. The total amount of IRB's outstanding at the end of the year is approximately \$2.7 million, made up of three series.

4. Tax Incremental Districts

The City maintains capital projects funds for six Tax Incremental Districts (TID) created in accordance with Section 66.1105 of the Wisconsin Statutes. At the time the Districts were created, the property tax base within each District was "frozen" and increment taxes resulting from increases to the property tax base are used to finance District improvements, including principal and interest on long-term debt issued by the City to finance such improvements. The Statutes allow eligible project costs to be incurred up to five years prior to the maximum termination date. All six of the City's Districts are still eligible to incur project costs. Accordingly, the Districts are accounted for in capital projects funds.

CITY OF DE PERE, WISCONSIN
Notes to Basic Financial Statements
December 31, 2013

NOTE D - OTHER INFORMATION (Continued)

A summary of pertinent financial information for the City's TID Districts on December 31, 2013 follows:

	TID No. 5	TID No. 6	TID No. 7	TID No. 8	TID No. 9	TID No. 10
Creation date	8/26/1996	3/18/1998	1/1/2007	1/1/2007	8/13/2012	8/13/2012
Termination date	12/31/2023	12/31/2021	12/33/2033	12/31/2027	12/31/2039	12/31/2032
Tax increment property tax revenues for 2013	\$ 902,580	\$ 1,443,260	\$ -	\$ -	\$ -	\$ -
Net unreimbursed project costs due City	6,260,307	178,829	1,769,977	1,687,129	611,481	179,294

Unless terminated by the City prior thereto, the Districts will statutorily terminate on their termination dates.

5. Water Purchase Contract with Central Brown County Water Authority

The City of De Pere is a Charter Member of the Central Brown County Water Authority with five other Brown County communities. The Authority was formed under Wisconsin Statutes in 1998 to provide a long-term solution to water quantity and quality concerns. In 2004, the Authority entered into a contract to purchase Lake Michigan water from the City of Manitowoc. In 2007, the Authority completed construction of a 30 mile water transmission main from the City of Manitowoc and a 35 mile long spoke transmission system to distribute the water to its individual members. To provide funds to complete construction projects, the Authority issued \$136,625,000 of revenue bonds in June of 2005.

Each Charter Member has entered into a water purchase contract under which they agree to purchase wholesale water from the Authority. Rates charged to each member are billed monthly and are based on (1) operation and maintenance costs, (2) fixed costs, including debt service on the revenue bonds and (3) required Security Fund deposits. During 2013 the City paid the Authority \$3,387,158 in accordance with the water purchase contract.

The contract requires each Charter Member to purchase water through 2040 or when the revenue bonds are retired, whichever is sooner. The contract also requires the members to fund the revenue bond Security Fund to provide additional funds for Authority debt service if sufficient funds are not available from the monthly billings.

6. Contingencies

From time to time, the City is party to other various pending claims and legal proceedings. Although the outcome of such matters cannot be forecast with certainty, it is the opinion of management and the City Attorney that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the City's financial position or results of operations.

7. Property Tax Levy Limit

Wisconsin state statutes provide for a limit on the property tax levies for all Wisconsin cities, towns and counties. For the 2013 and 2014 budget years, the increase in the maximum allowable tax levy is limited to the greater of the percentage change in the City's January 1 equalized value as a result of net new construction or 3.0% per year. The actual limit for the City for the 2013 budget was 1.12%. The actual limit for the City for the 2014 budget was 1.21%. Debt service for debt authorized after July 1, 2005 is exempt from the levy limit. In addition, Wisconsin statutes allow the limit to be adjusted for the increase in debt service authorized prior to July 1, 2005 and in certain other situations.

SUPPLEMENTARY INFORMATION

CITY OF DE PERE, WISCONSIN
General Fund
Detailed Comparison of Budgeted and Actual Revenues
For the Year Ended December 31, 2013

	Budget		Actual	Variance Final Budget - Positive (Negative)
	Original	Final		
Taxes				
General property	\$ 7,691,423	\$ 7,691,423	\$ 7,694,170	\$ 2,747
Mobile home	7,100	7,100	8,444	1,344
Sales tax	120	120	-	(120)
Room tax	5,400	5,400	6,667	1,267
Payments in lieu of taxes	2,500	2,500	-	(2,500)
Housing authority	28,000	28,000	27,296	(704)
Interest and penalties	1,100	1,100	1,232	132
Interest and penalties on special assessments	50,000	50,000	28,476	(21,524)
Total Taxes	7,785,643	7,785,643	7,766,285	(19,358)
Intergovernmental				
Law enforcement training	5,400	5,400	13,677	8,277
State shared taxes	1,424,817	1,424,817	1,415,286	(9,531)
Exempt computer aid	140,193	140,193	105,597	(34,596)
Fire insurance	66,000	66,000	65,020	(980)
Rescue squad	9,100	9,100	6,713	(2,387)
Transportation	965,293	965,293	964,729	(564)
Mass transit	294,790	294,790	294,790	-
DNR - lieu of taxes	-	-	1,225	1,225
Public health	53,000	53,000	65,111	12,111
Recycling	91,000	91,000	97,909	6,909
Other	3,500	3,500	9,099	5,599
Total Intergovernmental	3,053,093	3,053,093	3,039,156	(13,937)
Licenses and Permits				
Licenses				
Liquor and malt beverages	35,000	35,000	33,367	(1,633)
Operators	12,000	12,000	13,736	1,736
Cigarette	2,000	2,000	2,200	200
Food and beverage	50,000	50,000	-	(50,000)
DATCP licensing	12,000	12,000	324	(11,676)
Cable television	170,000	170,000	164,462	(5,538)
Electrical contractors	-	-	75	75
Trailer park	100	100	100	-
Dog	3,500	3,500	4,859	1,359
Other licenses/permits	4,500	4,500	5,555	1,055
Permits				
Construction	-	-	835	835
Electrical and plumbing	61,000	61,000	112,188	51,188
Sanitary sewer	6,000	6,000	5,430	(570)
Zoning and inspection	118,200	118,200	161,889	43,689
Total Licenses and Permits	474,300	474,300	505,020	30,720

(Continued)

CITY OF DE PERE, WISCONSIN

General Fund

Detailed Comparison of Budgeted and Actual Revenues (Continued)
For the Year Ended December 31, 2013

	Budget		Actual	Variance Final Budget - Positive (Negative)
	Original	Final		
Fines and Forfeits				
Court forfeitures and costs	242,000	242,000	203,752	(38,248)
Parking violations	27,000	27,000	33,505	6,505
Total Fines and Forfeits	269,000	269,000	237,257	(31,743)
Public Charges for Services				
General government	27,200	27,200	29,314	2,114
Police	7,120	7,120	5,121	(1,999)
Alarm monitoring fees	20,000	20,000	4,450	(15,550)
Ambulance	725,000	725,000	678,007	(46,993)
Streets	35,000	35,000	61,418	26,418
Snow removal	5,000	5,000	6,044	1,044
Recycling	1,000	1,000	2,519	1,519
Public health	12,100	12,100	5,748	(6,352)
Community center	226,485	226,485	252,210	25,725
Swimming pools	123,000	123,000	102,081	(20,919)
Parks	8,200	8,200	9,420	1,220
Recreation	91,700	91,700	138,852	47,152
Concession sales	-	-	19,462	19,462
Total Public Charges for Services	1,281,805	1,281,805	1,314,646	32,841
Intergovernmental Charges for Services				
General government	103,300	103,300	110,481	7,181
Public safety	306,140	306,140	306,330	190
Public works	533,000	533,000	560,226	27,226
Total Intergovernmental Charges for Services	942,440	942,440	977,037	34,597
Miscellaneous				
Investment income	150,000	150,000	30,092	(119,908)
Donations	-	-	4,111	4,111
Sale of assets				
Sale of City property	116,500	116,500	49,724	(66,776)
Salvage products	-	-	5,361	5,361
Rental income	125,915	125,915	85,173	(40,742)
Department revenue	650	650	-	(650)
Other	500	500	466	(34)
Total Miscellaneous	393,565	393,565	174,927	(218,638)
Total Revenues	\$ 14,199,846	\$ 14,199,846	\$ 14,014,328	\$ (185,518)

CITY OF DE PERE, WISCONSIN

General Fund

Detailed Comparison of Budgeted and Actual Expenditures
For the Year Ended December 31, 2013

	Budget		Actual	Variance Final Budget - Positive (Negative)
	Original	Final		
General Government				
Council	\$ 81,819	\$ 83,319	\$ 91,157	\$ (7,838)
Council outlay	13,000	13,000	9,900	3,100
Municipal court	94,500	94,500	92,609	1,891
Mayor	37,059	37,059	35,247	1,812
Administrator	125,620	125,620	121,347	4,273
Clerk/treasurer	239,915	239,915	231,305	8,610
Elections	23,213	23,213	18,869	4,344
Assessment of property	59,883	59,883	41,185	18,698
Accounting and finance	107,020	107,020	107,776	(756)
Data processing	109,590	109,590	117,428	(7,838)
Data processing outlay	25,900	25,900	-	25,900
Personnel and insurance	204,779	204,779	224,020	(19,241)
Personnel and insurance outlay	450	450	450	-
Legal	174,515	174,515	201,279	(26,764)
City hall	103,135	103,135	103,545	(410)
City hall outlay	10,000	10,000	6,322	3,678
Other general government	255,665	255,665	205,929	49,736
Total General Government	1,666,063	1,667,563	1,608,368	59,195
Public Safety				
Police department	4,265,611	4,265,611	4,219,025	46,586
Police department outlay	58,000	58,000	68,433	(10,433)
Traffic control	90,939	90,939	77,450	13,489
Fire/ambulance department	3,255,109	3,270,109	3,499,236	(229,127)
Fire/ambulance department outlay	166,500	166,500	7,415	159,085
Building and electrical	254,143	254,143	244,213	9,930
Jail	12,060	12,060	7,687	4,373
Total Public Safety	8,102,362	8,117,362	8,123,459	(6,097)
Public Works				
Street machinery repair	129,240	129,240	125,806	3,434
Street machinery repair outlay	-	-	13,962	(13,962)
Municipal service center	107,842	107,842	111,427	(3,585)
Municipal service center outlay	10,000	10,000	12,138	(2,138)
Mechanics	212,647	212,647	140,569	72,078
Mechanics outlay	1,500	1,500	1,449	51
Administration	154,499	154,499	142,699	11,800
Engineer	370,711	370,711	359,714	10,997
Engineer outlay	3,500	3,500	1,180	2,320
Street maintenance	142,647	142,647	135,150	7,497
Brush pickup	97,980	97,980	77,382	20,598
Weed cutting	4,849	4,849	1,013	3,836
Snow and ice control	239,516	239,516	303,861	(64,345)

(Continued)

CITY OF DE PERE, WISCONSIN

General Fund

Detailed Comparison of Budgeted and Actual Expenditures (Continued)

For the Year Ended December 31, 2013

	Budget		Actual	Variance Final Budget - Positive (Negative)
	Original	Final		
Public Works (Continued)				
Traffic signs and markings	148,924	148,924	125,191	23,733
Traffic lights	44,600	44,600	42,161	2,439
Street lighting	443,372	443,372	457,575	(14,203)
Transit system	478,040	478,040	440,598	37,442
Total Public Works	2,589,867	2,589,867	2,491,875	97,992
Sanitation				
Garbage and refuse collection	277,781	277,781	318,801	(41,020)
Landfill waste disposal	160,000	160,000	204,603	(44,603)
Recycling	116,871	116,871	104,956	11,915
Total Sanitation	554,652	554,652	628,360	(73,708)
Health and Human Services				
Nurse	422,283	422,283	242,419	179,864
Board of health	1,920	1,920	1,520	400
Total Health and Human Services	424,203	424,203	243,939	180,264
Culture and Recreation				
Community center	526,399	526,399	516,762	9,637
Special events and celebrations	11,472	11,472	65	11,407
Park and recreation administration	202,605	202,605	214,634	(12,029)
Recreation	274,999	274,999	217,502	57,497
Swimming pools	267,507	267,507	238,635	28,872
Swimming pools outlay	10,900	25,900	29,045	(3,145)
Parks	385,103	385,103	447,564	(62,461)
Parks outlay	156,550	156,550	131,550	25,000
Parks equipment maintenance	65,083	65,083	79,865	(14,782)
Boat ramps	22,271	22,271	26,646	(4,375)
Forestry	210,297	210,297	181,998	28,299
Historical society	10,445	10,445	6,737	3,708
Total Culture and Recreation	2,143,631	2,158,631	2,091,003	67,628
Conservation and Development				
Economic development	228,339	228,339	221,808	6,531
Total Expenditures	\$ 15,709,117	\$ 15,740,617	\$ 15,408,812	\$ 331,805

CITY OF DE PERE, WISCONSIN

Combining Balance Sheet

Nonmajor Governmental Funds

December 31, 2013

(With summarized financial information as of December 31, 2012)

	Special Revenue Funds					Capital Equipment	Community Center
	Development Loan Program	Public Land Acquisition	Cable Access	Dog Park	Total Special Revenue Funds		
ASSETS							
Cash and investments	\$ 1,060,922	\$ 3,528	\$ -	\$ 14,808	\$ 1,079,258	\$ 399,415	\$ 3,475
Receivables							
Taxes	-	-	-	-	-	600,000	-
Accounts	-	75,535	26,827	-	102,362	-	-
Loans	626,386	-	-	-	626,386	-	-
TOTAL ASSETS	\$ 1,687,308	\$ 79,063	\$ 26,827	\$ 14,808	\$ 1,808,006	\$ 999,415	\$ 3,475
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES							
Liabilities							
Accounts payable	\$ -	\$ 12,657	\$ 1,557	\$ -	\$ 14,214	\$ -	\$ -
Accrued and other current liabilities	-	-	353	-	353	-	-
Due to other funds	-	-	26,858	-	26,858	-	-
Total Liabilities	-	12,657	28,768	-	41,425	-	-
Deferred Inflows of Resources							
Property taxes	-	-	-	-	-	600,000	-
Loans receivable	626,385	-	-	-	626,385	-	-
Total Deferred Inflows of Resources	626,385	-	-	-	626,385	600,000	-
Fund Balances							
Restricted for							
Loans	1,060,923	-	-	-	1,060,923	-	-
Park land acquisition	-	66,406	-	-	66,406	-	-
Capital outlay	-	-	-	-	-	-	-
Committed for							
Subsequent years' expenditures	-	-	-	14,808	14,808	-	-
Capital outlay	-	-	-	-	-	399,415	3,475
Unassigned, reported in							
Special revenue funds	-	-	(1,941)	-	(1,941)	-	-
Total Fund Balances	1,060,923	66,406	(1,941)	14,808	1,140,196	399,415	3,475
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 1,687,308	\$ 79,063	\$ 26,827	\$ 14,808	\$ 1,808,006	\$ 999,415	\$ 3,475

Capital Project Funds								Total Governmental Funds	
Police/Fire Expansion	TID No.5	TID No.6	TID No.7	TID No.8	TID No.9	TID No. 10	Total Capital Projects Funds	2013	2012
\$ 2,932	\$ 187,521	\$ 1,922,148	\$ 1,092,137	\$ 1,512,478	\$ 204,710	\$ 436,134	\$ 5,760,950	\$ 6,840,208	\$ 7,871,303
-	910,290	1,595,397	-	-	1,495	42,607	3,149,789	3,149,789	2,845,840
-	-	-	-	-	-	-	-	102,362	103,811
-	-	-	-	-	-	-	-	626,386	885,781
\$ 2,932	\$ 1,097,811	\$ 3,517,545	\$ 1,092,137	\$ 1,512,478	\$ 206,205	\$ 478,741	\$ 8,910,739	\$ 10,718,745	\$ 11,706,735
\$ -	\$ 90	\$ 30	\$ 30	\$ -	\$ -	\$ 92	\$ 242	\$ 14,456	\$ 23,870
-	-	-	-	-	-	-	-	353	226
-	-	-	-	-	-	-	-	26,858	23,996
-	90	30	30	-	-	92	242	41,667	48,092
-	910,290	1,595,397	-	-	1,495	42,607	3,149,789	3,149,789	2,845,840
-	-	-	-	-	-	-	-	626,385	885,781
-	910,290	1,595,397	-	-	1,495	42,607	3,149,789	3,776,174	3,731,621
-	-	-	-	-	-	-	-	1,060,923	921,462
-	-	-	-	-	-	-	-	66,406	51,283
-	187,431	1,922,118	1,092,107	1,512,478	204,710	436,042	5,354,886	5,354,886	6,493,167
-	-	-	-	-	-	-	-	14,808	55,571
2,932	-	-	-	-	-	-	405,822	405,822	405,539
-	-	-	-	-	-	-	-	(1,941)	-
2,932	187,431	1,922,118	1,092,107	1,512,478	204,710	436,042	5,760,708	6,900,904	7,927,022
\$ 2,932	\$ 1,097,811	\$ 3,517,545	\$ 1,092,137	\$ 1,512,478	\$ 206,205	\$ 478,741	\$ 8,910,739	\$ 10,718,745	\$ 11,706,735

CITY OF DE PERE, WISCONSIN
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended December 31, 2013
(With summarized financial information for the year ended December 31, 2012)

	Special Revenue Funds					Capital Equipment	Community Center
	Development Loan Program	Public Land Acquisition	Cable Access	Dog Park	Total Special Revenue Funds		
Revenues							
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -
Intergovernmental	-	-	-	-	-	-	-
Licenses and permits	-	-	109,641	-	109,641	-	-
Public charges for services	-	35,980	-	-	35,980	-	-
Miscellaneous	139,571	900	-	2,432	142,903	-	284
Total Revenues	139,571	36,880	109,641	2,432	288,524	500,000	284
Expenditures							
Current							
Culture and recreation	-	-	128,443	1,352	129,795	-	-
Conservation and development	110	-	6,482	-	6,592	-	-
Debt service							
Interest and fiscal charges	-	-	-	-	-	-	-
Capital outlay	-	21,757	-	-	21,757	1	-
Total Expenditures	110	21,757	134,925	1,352	158,144	1	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	139,461	15,123	(25,284)	1,080	130,380	499,999	284
Other Financing Sources (Uses)							
Long-term debt issued	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	(18,500)	-	(18,500)	(500,000)	-
Total Other Financing Sources (Uses)	-	-	(18,500)	-	(18,500)	(500,000)	-
Net Change in Fund Balances	139,461	15,123	(43,784)	1,080	111,880	(1)	284
Fund Balances - January 1	921,462	51,283	41,843	13,728	1,028,316	399,416	3,191
Fund Balances (Deficit) - December 31	\$ 1,060,923	\$ 66,406	\$ (1,941)	\$ 14,808	\$ 1,140,196	\$ 399,415	\$ 3,475

Capital Projects Funds								Total Governmental Funds	
Police/Fire Expansion	TID No.5	TID No.6	TID No.7	TID No.8	TID No.9	TID No. 10	Total Capital Projects Funds	2013	2012
\$ -	\$ 902,580	\$ 1,443,260	\$ 158,809	\$ -	\$ -	\$ -	\$ 3,004,649	\$ 3,004,649	\$ 2,976,382
-	5,764	5,498	1,162	212,580	-	-	225,004	225,004	287,410
-	-	-	-	-	-	-	-	109,641	118,852
-	-	-	-	-	-	-	-	35,980	10,000
-	-	8,050	36,000	-	-	100,900	145,234	288,137	1,039,525
-	908,344	1,456,808	195,971	212,580	-	100,900	3,374,887	3,663,411	4,432,169
-	-	-	-	-	-	-	-	129,795	83,387
-	75,000	816,914	20,804	1,047,000	573,210	127,351	2,660,279	2,666,871	1,839,062
-	-	35,476	4,384	4,830	1,764	1,222	47,676	47,676	29,150
-	10,744	1,076,088	540,575	734,227	-	-	2,361,635	2,383,392	728,901
-	85,744	1,928,478	565,763	1,786,057	574,974	128,573	5,069,590	5,227,734	2,680,500
-	822,600	(471,670)	(369,792)	(1,573,477)	(574,974)	(27,673)	(1,694,703)	(1,564,323)	1,751,669
-	-	2,835,000	295,000	415,000	130,000	105,000	3,780,000	3,780,000	4,055,000
-	100,000	-	-	-	-	-	100,000	100,000	500,000
-	(1,187,380)	(1,452,915)	(183,000)	-	-	-	(3,323,295)	(3,341,795)	(3,760,028)
-	(1,087,380)	1,382,085	112,000	415,000	130,000	105,000	556,705	538,205	794,972
-	(264,780)	910,415	(257,792)	(1,158,477)	(444,974)	77,327	(1,137,998)	(1,026,118)	2,546,641
2,932	452,211	1,011,703	1,349,899	2,670,955	649,684	358,715	6,898,706	7,927,022	5,380,381
\$ 2,932	\$ 187,431	\$ 1,922,118	\$ 1,092,107	\$ 1,512,478	\$ 204,710	\$ 436,042	\$ 5,760,708	\$ 6,900,904	\$ 7,927,022

CITY OF DE PERE, WISCONSIN
Combining Statement of Net Position
Internal Service Funds
December 31, 2013

(With summarized financial information as of December 31, 2012)

	Health Self Insurance	Dental Self Insurance	Totals	
			2013	2012
ASSETS				
Cash and investments	\$ 790,243	\$ 59,370	\$ 849,613	\$ 1,023,769
LIABILITIES				
Accounts and claims payable	175,086	2,290	177,376	141,509
Due to other funds	50,000	10,000	60,000	60,000
TOTAL LIABILITIES	225,086	12,290	237,376	201,509
NET POSITION				
Unrestricted	\$ 565,157	\$ 47,080	\$ 612,237	\$ 822,260

CITY OF DE PERE, WISCONSIN

Combining Statement of Revenues, Expenses and Changes in Fund Net Position

Internal Service Funds

For the Year Ended December 31, 2013

(With summarized financial information as of December 31, 2012)

	Health Self Insurance	Dental Self Insurance	Totals	
			2013	2012
Operating Revenues				
Charges for services	\$ 2,811,704	\$ 122,668	\$ 2,934,372	\$ 2,958,115
Operating Expenses				
Claims and administrative fees	3,025,447	119,080	3,144,527	2,695,311
Operating Income (Loss)	(213,743)	3,588	(210,155)	262,804
Nonoperating Revenues				
Interest income	132	-	132	189
Change in Net Position	(213,611)	3,588	(210,023)	262,993
Net Position - January 1	778,768	43,492	822,260	559,267
Net Position - December 31	\$ 565,157	\$ 47,080	\$ 612,237	\$ 822,260

CITY OF DE PERE, WISCONSIN
Combining Statement of Cash Flows
Internal Service Funds
For the Year Ended December 31, 2013
(With summarized financial information for the year ended December 31, 2012)

	Health Self Insurance	Dental Self Insurance	Totals	
			2013	2012
Cash Flows from Operating Activities				
Cash received from interfund services provided	\$ 2,811,704	\$ 122,668	\$ 2,934,372	\$ 2,958,115
Cash payments to suppliers	(2,982,323)	(126,337)	(3,108,660)	(2,796,528)
Net Cash Provided by Operating Activities	(170,619)	(3,669)	(174,288)	161,587
Investment income	132	-	132	189
Change in Cash and Cash Equivalents	(170,487)	(3,669)	(174,156)	161,776
Cash and Cash Equivalents - January 1	960,730	63,039	1,023,769	861,993
Cash and Cash Equivalents - December 31	\$ 790,243	\$ 59,370	\$ 849,613	\$ 1,023,769
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating income (Loss)	\$ (213,743)	\$ 3,588	\$ (210,155)	\$ 262,804
Adjustments to reconcile operating income to net cash provided by operating activities:				
Changes in current liabilities				
Accounts and claims payable	43,124	(7,257)	35,867	(101,217)
Net Cash Provided (Used) by Operating Activities	\$ (170,619)	\$ (3,669)	\$ (174,288)	\$ 161,587

CITY OF DE PERE, WISCONSIN
 Water Utility Enterprise Fund
 Statement of Revenues, Expenses and Changes in Net Position
 For the Years Ended December 31, 2013 and 2012

	2013	2012
Operating Revenues		
Charges for Services		
Residential	\$ 2,867,072	\$ 2,962,830
Commercial	928,214	935,450
Industrial	582,096	588,839
Public authorities	138,807	191,070
Public fire protection	1,358,438	1,320,043
Total Charges for Services	<u>5,874,627</u>	<u>5,998,232</u>
Other Operating Revenues		
Forfeited discounts	64,400	67,542
Other water revenues	317,459	286,203
Total Other Operating Revenues	<u>381,859</u>	<u>353,745</u>
Total Operating Revenues	<u>6,256,486</u>	<u>6,351,977</u>
Operating Expenses		
Operation and Maintenance		
Source of supply	51,339	29,066
Pumping	66,228	75,738
Water treatment	42,980	42,002
Transmission and distribution	507,234	396,540
Customer accounts	148,325	144,321
Administrative and general	3,631,205	3,901,177
Total Operation and Maintenance	<u>4,447,311</u>	<u>4,588,844</u>
Depreciation	527,749	429,529
Taxes	44,358	41,587
Total Operating Expenses	<u>5,019,418</u>	<u>5,059,960</u>
Operating Income	<u>1,237,068</u>	<u>1,292,017</u>
Nonoperating Revenues (Expenses)		
Interest income	-	9,105
Interest and amortization expense	(109,816)	(119,746)
Total Nonoperating Revenues (Expenses)	<u>(109,816)</u>	<u>(110,641)</u>
Income Before Contributions and Transfers	1,127,252	1,181,376
Capital Contributions	117,170	140,490
Transfers out	<u>(449,518)</u>	<u>(432,603)</u>
Changes in Net Position	794,904	889,263
Net Position - January 1	<u>19,516,395</u>	<u>18,627,132</u>
Net Position - December 31	<u>\$ 20,311,299</u>	<u>\$ 19,516,395</u>

**ADDITIONAL INDEPENDENT AUDITORS' REPORT
FOR BASIC FINANCIAL STATEMENTS**



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the City Council
City of De Pere, Wisconsin

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of De Pere, Wisconsin, as of and for the year ended December 31, 2013, and the related notes to the financial statements, which collectively comprise the City of De Pere's basic financial statements, and have issued our report dated June 11, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of De Pere, Wisconsin's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of De Pere, Wisconsin's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of De Pere, Wisconsin's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and responses as items 2013-001, 2013-002 and 2013-003 that we consider to be significant deficiencies.

Compliance and Other Matters

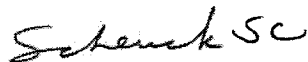
As part of obtaining reasonable assurance about whether the City of De Pere, Wisconsin's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of De Pere, Wisconsin's Response to Findings

City of De Pere, Wisconsin's response to the findings identified in our audit are described in the accompanying schedule of findings and responses. City of De Pere, Wisconsin's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of City of De Pere, Wisconsin's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of De Pere, Wisconsin's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Certified Public Accountants
Green Bay, Wisconsin
June 11, 2014

CITY OF DE PERE, WISCONSIN
Schedule of Findings and Responses
For the Year Ended December 31, 2013

Section I - Internal Control Over Financial Reporting

Finding No.	Control Deficiencies
-------------	----------------------

2013-001 Preparation of Annual Financial Report

Condition: Current City staff maintain accounting records which reflect the City's financial transactions; however, preparing the City's annual financial report, including note disclosures, involves the selection and application of specific accounting principles which would require additional experience and knowledge. The City contracts with us and our knowledge of applicable accounting principles, financial statement formats, and note disclosures to assist in the preparation of the annual financial report in an efficient manner.

Criteria: The preparation and review of the annual financial report by staff with expertise in financial reporting is an internal control intended to prevent, detect and correct a potential omission or misstatement in the financial statements or notes.

Cause: City management has determined that the additional costs associated with training staff to become experienced in applicable accounting principles and note disclosures outweigh the derived benefits.

Effect: Without our involvement, the City may not be able to completely prepare an annual financial report in accordance with accounting principles generally accepted in the United States of America.

Recommendation: We recommend the City continue reviewing the annual financial report. While it may not be cost beneficial to train additional staff to completely prepare the report, a thorough review of this information by appropriate staff of the City is necessary to obtain a complete and adequate understanding of the City's annual financial report.

Management Response: Management agrees it may not be cost beneficial to train additional staff to completely prepare the report, but will more thoroughly review the information to gain an increased understanding in hopes of assisting with the annual report preparation in 2014.

2013-002 Adjustments to the City's Financial Records

Condition: As part of our 2013 audit, we proposed adjusting journal entries that were material to the City's financial statement.

Criteria: Material adjusting journal entries proposed by the auditors are considered to be an internal control deficiency.

Cause: While City staff maintains financial records which accurately report revenues and expenditures throughout the year, preparing year end adjusting and closing entries requires additional expertise that would entail additional training and staff time to develop.

Effect: Year-end financial records prepared by the City may contain material misstatements.

Recommendation: We recommend the City Finance Director work to prepare the adjusting and closing entries necessary, prior to the audit, to reduce the risk of material misstatement to the financial statements.

Management Response: The Finance Department recognizes that the adjustments reflected capital additions and disposals which are discussed in further detail in Finding 2013-003 and will have this ready for audit review in 2014.

CITY OF DE PERE, WISCONSIN
 Schedule of Findings and Responses (Continued)
 For the Year Ended December 31, 2013

Section I - Internal Control Over Financial Reporting (Continued)

Finding No.	Control Deficiencies
2013-003	Capital Asset Additions and Disposals
Condition: Criteria: Cause: Effect:	City staff provides us with the current year asset additions and disposals, the method and rate of depreciation and the salvage value of the assets. From this information, we assist the City in recording the capital asset additions and disposals and calculating the annual depreciation expense. During our 2013 audit, we identified material capital asset additions and disposals that were not reported to us by City staff. A material adjustment to the underlying accounting records is considered to be an internal control deficiency. The City does not have a system in place to identify capital asset transactions throughout the year. The City could have capital assets transactions which are not reflected in the detailed capital records and the annual financial report.
Recommendation:	We recommend the City develop a system to identify capital asset additions and disposals throughout the year.
Management Response:	The Finance Department is presently reviewing two alternatives for capital assets recordkeeping and related depreciation. The first solution would be to purchase the capital assets recordkeeping INCODE module from Tyler Technologies which is the company we currently use for our financial software recordkeeping and reporting. The estimated cost of purchasing this module is \$6,500 plus annual support. A second solution would be to purchase the Thomson Reuters Fixed Assets CS Recordkeeping software estimated at \$2,500 plus annual support which the auditors have found to work well for similar-sized governmental entities. In any event, the Finance Department would be responsible for initial input of City Capital Assets and subsequent additions and retirements on an annual basis. The Clerk's Office would gather this activity in conjunction with assistance from both the Finance and Human Resources departments to make sure the capital asset information is complete which would be additionally helpful for property insurance purposes. The City will implement this pending Finance Committee and Council approval of the recommended software in late 2014 or early 2015 to insure this is available for audit review for the 2014 audit.

Section II - Compliance and Other Matters

There are no findings related to compliance and other matters that are required to be reported under governmental auditing standards generally accepted in the United States of America for the year ended December 31, 2013.

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

MEETING DATE: June 17, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 6-17-14 VOUCHERS (PDF)

PACKET: 04405 JUN 2014 COUNCIL - 2 6-17-14

VENDOR SET: 01

20.a

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
4632	ACCURATE LLC							
	I-201406103473	ACCURATE LLC	R	6/17/2014		2,770.00CR	071698	2,770.00
0302	AIRGAS USA LLC							
	I-9027178798	AIRGAS USA LLC	R	6/17/2014		285.03CR	071699	
	I-9918210876	AIRGAS USA LLC	R	6/17/2014		168.89CR	071699	
	I-9918960136	AIRGAS USA LLC	R	6/17/2014		84.68CR	071699	538.60
5955	ALADDIN FIRE PROTECTION LLC							
	I-127816	ALADDIN FIRE PROTECTION LLC	R	6/17/2014		1,526.25CR	071700	1,526.25
2982	ALL CITY COMMUNICATIONS							
	I-699567-060114	ALL CITY COMMUNICATIONS	R	6/17/2014		197.44CR	071701	197.44
5323	ALLIED 100 LLC							
	I-397190	ALLIED 100 LLC	R	6/17/2014		489.52CR	071702	489.52
0009	AMERICAN OVERHEAD DOOR							
	I-109455	AMERICAN OVERHEAD DOOR	R	6/17/2014		1,105.00CR	071703	
	I-109802	AMERICAN OVERHEAD DOOR	R	6/17/2014		372.00CR	071703	1,477.00
3962	AMERICAN WATER WORKS ASSOCIATION							
	I-201406103474	AMERICAN WATER WORKS ASSOCIATI	R	6/17/2014		191.00CR	071704	191.00
6022	APPLETON POST CRESCENT							
	I-8085434	APPLETON POST CRESCENT	R	6/17/2014		2,245.18CR	071705	2,245.18
6159	ARTHUR J GALLAGHER RMS INC							
	I-950735	ARTHUR J GALLAGHER RMS INC	R	6/17/2014		750.00CR	071706	
	I-950778	ARTHUR J GALLAGHER RMS INC	R	6/17/2014		34,206.00CR	071706	
	I-952819	ARTHUR J GALLAGHER RMS INC	R	6/17/2014		11,932.55CR	071706	46,888.55
1698	B A T I							
	I-4059	B A T I	R	6/17/2014		4,300.00CR	071707	4,300.00
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-352999	BADGER POPCORN & CONC SUPPLY I	R	6/17/2014		1,090.74CR	071708	1,090.74
0020	BADGERLAND PRINTING INC							
	I-23705	BADGERLAND PRINTING INC	R	6/17/2014		137.00CR	071709	
	I-23736	BADGERLAND PRINTING INC	R	6/17/2014		50.00CR	071709	
	I-23757	BADGERLAND PRINTING INC	R	6/17/2014		3.50CR	071709	
	I-23771	BADGERLAND PRINTING INC	R	6/17/2014		59.50CR	071709	
	I-23784	BADGERLAND PRINTING INC	R	6/17/2014		36.00CR	071709	286.00

Attachment: 6-17-14 VOUCHERS (2293 : Voucher Approval.)

PACKET: 04405 JUN 2014 COUNCIL - 2 6-17-14

VENDOR SET: 01

20.a

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6966	BARIL ENGINE REBUILDING INC.							
	I-84001	BARIL ENGINE REBUILDING INC.	R	6/17/2014		203.12CR	071710	203.12
0023	BATTERIES PLUS LLC							
	I-501-236195-01	BATTERIES PLUS LLC	R	6/17/2014		18.96CR	071711	
	I-501-427465	BATTERIES PLUS LLC	R	6/17/2014		242.88CR	071711	261.84
0027	BAY TOWEL INC							
	I-1804623	BAY TOWEL INC	R	6/17/2014		38.11CR	071712	
	I-1808065	BAY TOWEL INC	R	6/17/2014		38.11CR	071712	
	I-1808066	BAY TOWEL INC	R	6/17/2014		55.99CR	071712	
	I-1810117	BAY TOWEL INC	R	6/17/2014		124.51CR	071712	
	I-1810140	BAY TOWEL INC	R	6/17/2014		84.05CR	071712	
	I-1811529	BAY TOWEL INC	R	6/17/2014		38.11CR	071712	
	I-1811530	BAY TOWEL INC	R	6/17/2014		55.99CR	071712	
	I-1814983	BAY TOWEL INC	R	6/17/2014		38.42CR	071712	
	I-1814984	BAY TOWEL INC	R	6/17/2014		54.41CR	071712	
	I-1814985	BAY TOWEL INC	R	6/17/2014		21.53CR	071712	
	I-1817054	BAY TOWEL INC	R	6/17/2014		84.05CR	071712	633.28
0028	BAY VERTE MACHINERY INC							
	I-223324-01	BAY VERTE MACHINERY INC	R	6/17/2014		121.98CR	071713	121.98
4784	BEACON ATHLETICS							
	I-437320-IN	BEACON ATHLETICS	R	6/17/2014		205.32CR	071714	205.32
5171	BENTLEY SYSTEMS INC							
	I-47599728	BENTLEY SYSTEMS INC	R	6/17/2014		3,660.00CR	071715	3,660.00
6849	BONGERS, ERIN							
	I-201406103475	BONGERS, ERIN	R	6/17/2014		404.54CR	071716	404.54
0038	BROADWAY AUTOMOTIVE INC							
	I-707994P	BROADWAY AUTOMOTIVE INC	R	6/17/2014		27.92CR	071717	27.92
6967	BROCK WHITE COMPANY LLC							
	I-12421956-00	BROCK WHITE COMPANY LLC	R	6/17/2014		358.50CR	071718	
	I-12421959-00	BROCK WHITE COMPANY LLC	R	6/17/2014		2,477.10CR	071718	2,835.60
0039	BROOKS TRACTOR INC							
	I-371008	BROOKS TRACTOR INC	R	6/17/2014		1,812.39CR	071719	
	I-D32325	BROOKS TRACTOR INC	R	6/17/2014		151.43CR	071719	1,963.82

Attachment: 6-17-14 VOUCHERS (2293 : Voucher Approval.)

PACKET: 04405 JUN 2014 COUNCIL - 2 6-17-14

VENDOR SET: 01

BANK : AP ASSOCIATED

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0972	BROWN COUNTY GLASS LLC							
	I-11982	BROWN COUNTY GLASS LLC	R	6/17/2014		76.00CR	071720	76.00
2944	BROWN COUNTY JAIL							
	I-201406103476	BROWN COUNTY JAIL	R	6/17/2014		360.00CR	071721	360.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-25006	BROWN COUNTY PORT SOLID WASTE	R	6/17/2014		20,012.34CR	071722	20,012.34
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201406103477	BROWN COUNTY REGISTER OF DEEDS	R	6/17/2014		90.00CR	071723	90.00
6952	CAR-GARD							
	I-52107	CAR-GARD	R	6/17/2014		299.09CR	071724	299.09
0115	CARQUEST AUTO PARTS LLC							
	I-238496	CARQUEST AUTO PARTS LLC	R	6/17/2014		17.22CR	071725	17.22
6968	CASCADE SUBSCRIPTION SERVICE INC.							
	I-1271947	CASCADE SUBSCRIPTION SERVICE I	R	6/17/2014		79.00CR	071726	79.00
1962	CASPERS TRUCK EQUIPMENT INC							
	I-75226	CASPERS TRUCK EQUIPMENT INC	R	6/17/2014		537.00CR	071727	537.00
6468	CENTRAL SERVICE CENTER							
	I-21685	CENTRAL SERVICE CENTER	R	6/17/2014		526.30CR	071728	526.30
0491	CESA 7							
	I-53894	CESA 7	R	6/17/2014		1,725.00CR	071729	1,725.00
2708	CLEANING SOLUTION SERVICES INC							
	I-05-9146	CLEANING SOLUTION SERVICES INC	R	6/17/2014		1,375.00CR	071730	
	I-05-9147	CLEANING SOLUTION SERVICES INC	R	6/17/2014		1,732.00CR	071730	
	I-05-9148	CLEANING SOLUTION SERVICES INC	R	6/17/2014		1,265.00CR	071730	4,372.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-201406113478	COUNTRY VISIONS COOPERATIVE	R	6/17/2014		57.84CR	071731	57.84
5998	CROP PRODUCTION SERVICES							
	I-24309342	CROP PRODUCTION SERVICES	R	6/17/2014		90.00CR	071732	90.00
0063	DAANEN & JANSSEN INC							
	I-137723	DAANEN & JANSSEN INC	R	6/17/2014		210.00CR	071733	210.00

Attachment: 6-17-14 VOUCHERS (2293 : Voucher Approval.)

PACKET: 04405 JUN 2014 COUNCIL - 2 6-17-14

VENDOR SET: 01

BANK : AP ASSOCIATED

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0554	DAVIS & KUELTHAU SC TRUST ACCOUNT							
	I-378324	DAVIS & KUELTHAU SC TRUST ACCO	R	6/17/2014		1,200.00CR	071734	
	I-378325	DAVIS & KUELTHAU SC TRUST ACCO	R	6/17/2014		5,278.00CR	071734	6,478.00
1751	DE BAKER INC							
	I-14-10 (1)	DE BAKER INC	R	6/17/2014		17,099.99CR	071735	17,099.99
2077	DE PERE EXHAUST							
	I-34326	DE PERE EXHAUST	R	6/17/2014		35.70CR	071736	35.70
0069	DE PERE GREENHOUSE INC							
	I-12344	DE PERE GREENHOUSE INC	R	6/17/2014		104.70CR	071737	104.70
6946	DEAN ENTERPRISES LLC							
	I-D-9471	DEAN ENTERPRISES LLC	R	6/17/2014		60.00CR	071738	60.00
2624	DECKER SUPPLY CO							
	I-882272	DECKER SUPPLY CO	R	6/17/2014		3,158.86CR	071739	3,158.86
6969	DESMIDT, KATE							
	I-201406113479	DESMIDT, KATE	R	6/17/2014		120.00CR	071740	120.00
0075	DIGGERS HOTLINE INC							
	I-140 5 36401	DIGGERS HOTLINE INC	R	6/17/2014		813.69CR	071741	813.69
0083	EBY-BROWN							
	I-482559	EBY-BROWN	R	6/17/2014		752.62CR	071742	752.62
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1648931	EMERGENCY MEDICAL PRODUCTS INC	R	6/17/2014		234.90CR	071743	234.90
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0514-655	EMPLOYEE RESOURCE CENTER INC	R	6/17/2014		340.00CR	071744	340.00
0091	FASTENAL COMPANY							
	I-WIGRE292115	FASTENAL COMPANY	R	6/17/2014		1.38CR	071745	1.38
2839	FAULKS BROS CONSTRUCTION INC							
	I-203509	FAULKS BROS CONSTRUCTION INC	R	6/17/2014		545.22CR	071746	545.22
2627	FESTIVAL FOODS INC							
	I-201406113480	FESTIVAL FOODS INC	R	6/17/2014		6.31CR	071747	6.31

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-13059	FIRE APPARATUS & EQUIPMENT INC	R	6/17/2014		1,127.75CR	071748	
	I-13061	FIRE APPARATUS & EQUIPMENT INC	R	6/17/2014		22.56CR	071748	1,150.31
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2495070-00	FIRST SUPPLY GREEN BAY LLC	R	6/17/2014		190.33CR	071749	
	I-2504735-00	FIRST SUPPLY GREEN BAY LLC	R	6/17/2014		232.84CR	071749	423.17
0105	FOX SPECIALITY COMPANY							
	I-100915	FOX SPECIALITY COMPANY	R	6/17/2014		77.62CR	071750	
	I-27950	FOX SPECIALITY COMPANY	R	6/17/2014		104.55CR	071750	
	I-28028	FOX SPECIALITY COMPANY	R	6/17/2014		34.24CR	071750	216.41
0562	GALL'S INC							
	I-1970036	GALL'S INC	R	6/17/2014		99.98CR	071751	
	I-1980998	GALL'S INC	R	6/17/2014		136.20CR	071751	
	I-1992585	GALL'S INC	R	6/17/2014		104.98CR	071751	
	I-1995841	GALL'S INC	R	6/17/2014		109.93CR	071751	
	I-2015532	GALL'S INC	R	6/17/2014		79.98CR	071751	531.07
1891	GANNETT WI MEDIA							
	I-8015260	GANNETT WI MEDIA	R	6/17/2014		36.00CR	071752	
	I-8087669	GANNETT WI MEDIA	R	6/17/2014		60.00CR	071752	96.00
0111	GAT SUPPLY INC							
	I-28586	GAT SUPPLY INC	R	6/17/2014		65.85CR	071753	65.85
2544	GLOBAL RECOGNITION INC							
	I-141242	GLOBAL RECOGNITION INC	R	6/17/2014		1,197.80CR	071754	1,197.80
5830	GRAEF INC							
	I-80723	GRAEF INC	R	6/17/2014		4,860.00CR	071755	4,860.00
0116	GRAINGER INC							
	I-9439416273	GRAINGER INC	R	6/17/2014		83.30CR	071756	83.30
6970	GREEN BAY BLUE							
	I-207433	GREEN BAY BLUE	R	6/17/2014		208.10CR	071757	208.10
0124	GREEN BAY CITY TREASURER							
	I-90157	GREEN BAY CITY TREASURER	R	6/17/2014		16,893.00CR	071758	16,893.00

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0122	GREEN BAY REBUILDERS LLC							
	I-32718	GREEN BAY REBUILDERS LLC	R	6/17/2014		150.00CR	071759	150.00
4902	HALRON LUBRICANTS INC							
	C-669286-00	HALRON LUBRICANTS INC	R	6/17/2014		40.00	071760	
	I-668820-00	HALRON LUBRICANTS INC	R	6/17/2014		1,264.06CR	071760	
	I-672623-00	HALRON LUBRICANTS INC	R	6/17/2014		254.64CR	071760	1,478.70
3521	HD SUPPLY WATERWORKS LTD							
	I-C471067	HD SUPPLY WATERWORKS LTD	R	6/17/2014		605.00CR	071761	605.00
6515	HJ MARTIN AND SON INC							
	I-201406113481	HJ MARTIN AND SON INC	R	6/17/2014		4,387.00CR	071762	4,387.00
5674	HOME TEAM SPORTS & APPAREL INC							
	I-19308	HOME TEAM SPORTS & APPAREL INC	R	6/17/2014		274.50CR	071763	
	I-19321	HOME TEAM SPORTS & APPAREL INC	R	6/17/2014		78.75CR	071763	
	I-19323	HOME TEAM SPORTS & APPAREL INC	R	6/17/2014		378.58CR	071763	
	I-19380	HOME TEAM SPORTS & APPAREL INC	R	6/17/2014		862.75CR	071763	1,594.58
5484	HYDRO DESIGNS INC							
	I-32339-IN	HYDRO DESIGNS INC	R	6/17/2014		2,876.00CR	071764	
	I-32391-IN	HYDRO DESIGNS INC	R	6/17/2014		1,415.00CR	071764	4,291.00
1399	INDOFF INC							
	I-2456961	INDOFF INC	R	6/17/2014		770.73CR	071765	
	I-2459763	INDOFF INC	R	6/17/2014		10.95CR	071765	
	I-2461987	INDOFF INC	R	6/17/2014		1.15CR	071765	
	I-2462428	INDOFF INC	R	6/17/2014		722.96CR	071765	
	I-2462509	INDOFF INC	R	6/17/2014		18.87CR	071765	
	I-2463995	INDOFF INC	R	6/17/2014		131.20CR	071765	
	I-2464010	INDOFF INC	R	6/17/2014		69.69CR	071765	
	I-2464011	INDOFF INC	R	6/17/2014		28.89CR	071765	
	I-2465298	INDOFF INC	R	6/17/2014		349.95CR	071765	2,104.39
1338	JAMES E KOCKEN TRUCKING							
	I-532	JAMES E KOCKEN TRUCKING	R	6/17/2014		234.00CR	071766	234.00
1276	JX ENTERPRISES INC							
	I-D-241330043	JX ENTERPRISES INC	R	6/17/2014		458.64CR	071767	
	I-D-241390076	JX ENTERPRISES INC	R	6/17/2014		90.00CR	071767	
	I-D-241480141	JX ENTERPRISES INC	R	6/17/2014		75.60CR	071767	
	I-D-241480148	JX ENTERPRISES INC	R	6/17/2014		126.24CR	071767	
	I-D-241500062	JX ENTERPRISES INC	R	6/17/2014		3.85CR	071767	
	I-D-241500073	JX ENTERPRISES INC	R	6/17/2014		11.82CR	071767	
	I-D-241530003	JX ENTERPRISES INC	R	6/17/2014		10.03CR	071767	
	I-D-241530013	JX ENTERPRISES INC	R	6/17/2014		140.00CR	071767	
	I-D-241540100	JX ENTERPRISES INC	R	6/17/2014		33.28CR	071767	949.46

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			TYPE	DATE		NO#	AMOUNT
3140	KUNDINGER FLUID POWER INC						
	I-50286391	KUNDINGER FLUID POWER INC	R	6/17/2014		263.52CR 071768	263.52
6444	KWIK TRIP INC						
	I-201406113483	KWIK TRIP INC	R	6/17/2014		956.88CR 071769	956.88
0159	LEXIS NEXIS INC						
	I-1405256809	LEXIS NEXIS INC	R	6/17/2014		214.00CR 071770	214.00
4233	LTL SUPPLY INC						
	I-INV0047410	LTL SUPPLY INC	R	6/17/2014		1,396.28CR 071771	1,396.28
0165	MARTELL CONSTRUCTION INC						
	I-20887	MARTELL CONSTRUCTION INC	R	6/17/2014		4,343.40CR 071772	4,343.40
0173	MENARDS INC						
	C-40827	MENARDS INC	R	6/17/2014		29.46 071773	
	I-39776	MENARDS INC	R	6/17/2014		127.99CR 071773	
	I-40188	MENARDS INC	R	6/17/2014		3.99CR 071773	
	I-40647	MENARDS INC	R	6/17/2014		11.27CR 071773	
	I-40822	MENARDS INC	R	6/17/2014		15.00CR 071773	
	I-40933	MENARDS INC	R	6/17/2014		96.72CR 071773	
	I-40978	MENARDS INC	R	6/17/2014		39.98CR 071773	
	I-41047	MENARDS INC	R	6/17/2014		114.92CR 071773	
	I-41360	MENARDS INC	R	6/17/2014		20.84CR 071773	
	I-41369	MENARDS INC	R	6/17/2014		4.51CR 071773	405.76
5891	MIDWEST ENGINEERING SERVICES INC						
	I-G450042-IN	MIDWEST ENGINEERING SERVICES I	R	6/17/2014		2,556.50CR 071774	2,556.50
5818	MIDWEST WORKWEAR						
	I-77698	MIDWEST WORKWEAR	R	6/17/2014		114.62CR 071775	114.62
0076	NASSCO INC						
	I-S1795701.001	NASSCO INC	R	6/17/2014		134.11CR 071776	134.11
3191	NIELSON COMMUNICATIONS INC						
	I-GB14-17752	NIELSON COMMUNICATIONS INC	R	6/17/2014		300.00CR 071777	300.00
0531	NORTHEAST AUTO PARTS INC						
	I-290323	NORTHEAST AUTO PARTS INC	R	6/17/2014		15.98CR 071778	
	I-290330	NORTHEAST AUTO PARTS INC	R	6/17/2014		21.49CR 071778	
	I-290363	NORTHEAST AUTO PARTS INC	R	6/17/2014		15.98CR 071778	
	I-290388	NORTHEAST AUTO PARTS INC	R	6/17/2014		10.06CR 071778	
	I-290464	NORTHEAST AUTO PARTS INC	R	6/17/2014		42.80CR 071778	
	I-290578	NORTHEAST AUTO PARTS INC	R	6/17/2014		40.04CR 071778	
	I-290622	NORTHEAST AUTO PARTS INC	R	6/17/2014		9.49CR 071778	
	I-290624	NORTHEAST AUTO PARTS INC	R	6/17/2014		15.98CR 071778	
	I-290627	NORTHEAST AUTO PARTS INC	R	6/17/2014		2.49CR 071778	
	I-290635	NORTHEAST AUTO PARTS INC	R	6/17/2014		5.74CR 071778	
	I-290662	NORTHEAST AUTO PARTS INC	R	6/17/2014		109.62CR 071778	
	I-290771	NORTHEAST AUTO PARTS INC	R	6/17/2014		10.69CR 071778	

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VENDOR	NAME / I.D.	DESC	CHECK		DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
	I-290795	NORTHEAST AUTO PARTS INC	R	6/17/2014		10.68CR	071778	
	I-290826	NORTHEAST AUTO PARTS INC	R	6/17/2014		16.80CR	071778	
	I-290847	NORTHEAST AUTO PARTS INC	R	6/17/2014		5.99CR	071778	333.83
VOID	VOID CHECK		V	6/17/2014			071779	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-CS25075	NORTHEAST WI TECH COLLEGE	R	6/17/2014		30.00CR	071780	30.00
0939	ORDE SIGN & GRAPHICS INC.							
	I-5918	ORDE SIGN & GRAPHICS INC.	R	6/17/2014		1,238.56CR	071781	1,238.56
3703	ORIENTAL TRADING CO INC							
	I-663916653-01	ORIENTAL TRADING CO INC	R	6/17/2014		221.10CR	071782	221.10
5222	P J KORTENS & CO INC							
	I-10016145	P J KORTENS & CO INC	R	6/17/2014		170.00CR	071783	
	I-10016146	P J KORTENS & CO INC	R	6/17/2014		379.55CR	071783	
	I-10016155	P J KORTENS & CO INC	R	6/17/2014		730.00CR	071783	1,279.55
0584	PATRICK ZELZER AND ASSOCIATES							
	I-ZEL-2014002111	PATRICK ZELZER AND ASSOCIATES	R	6/17/2014		75.00CR	071784	
	I-ZEL-2014002112	PATRICK ZELZER AND ASSOCIATES	R	6/17/2014		25.00CR	071784	
	I-ZEL-2014002113	PATRICK ZELZER AND ASSOCIATES	R	6/17/2014		20.00CR	071784	120.00
1826	PAULSON HARDWARE INC							
	I-201406113484	PAULSON HARDWARE INC	R	6/17/2014		63.95CR	071785	63.95
0202	PEPSI COLA NEW INC							
	I-7031034	PEPSI COLA NEW INC	R	6/17/2014		208.08CR	071786	208.08
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-46121	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/17/2014		479.09CR	071787	
	I-46126	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/17/2014		161.34CR	071787	
	I-46351	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/17/2014		15.10CR	071787	
	I-46427	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/17/2014		71.50CR	071787	
	I-46605	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/17/2014		40.60CR	071787	
	I-46666	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/17/2014		218.08CR	071787	985.71
0208	POMP'S TIRE SERVICE INC							
	I-1030011809	POMP'S TIRE SERVICE INC	R	6/17/2014		76.45CR	071788	
	I-90015451	POMP'S TIRE SERVICE INC	R	6/17/2014		463.20CR	071788	
	I-90015455	POMP'S TIRE SERVICE INC	R	6/17/2014		49.24CR	071788	
	I-90015483	POMP'S TIRE SERVICE INC	R	6/17/2014		609.05CR	071788	
	I-90015608	POMP'S TIRE SERVICE INC	R	6/17/2014		466.27CR	071788	1,664.21

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0209	POOL WORKS INC							
	I-71884-1	POOL WORKS INC	R	6/17/2014		299.88CR	071789	
	I-73798-1	POOL WORKS INC	R	6/17/2014		598.45CR	071789	
	I-73807-1	POOL WORKS INC	R	6/17/2014		967.21CR	071789	
	I-73812-1	POOL WORKS INC	R	6/17/2014		478.49CR	071789	2,344.03
1701	PRAXAIR DISTRIBUTION INC							
	I-49397110	PRAXAIR DISTRIBUTION INC	R	6/17/2014		17.17CR	071790	17.17
0395	PRO ONE JANITORIAL INC							
	I-92490	PRO ONE JANITORIAL INC	R	6/17/2014		979.00CR	071791	979.00
3854	R J MARX, INC							
	I-14-10646	R J MARX, INC	R	6/17/2014		834.92CR	071792	834.92
6948	RAY'S TIRE							
	C-3-26287	RAY'S TIRE	R	6/17/2014		110.00	071793	
	I-3-26286	RAY'S TIRE	R	6/17/2014		1,506.96CR	071793	
	I-3-26371	RAY'S TIRE	R	6/17/2014		116.00CR	071793	1,512.96
0227	REINDERS INC							
	I-1488167-00	REINDERS INC	R	6/17/2014		304.15CR	071794	304.15
6971	RENNERT'S FIRE EQUIP SERV INC.							
	I-30719	RENNERT'S FIRE EQUIP SERV INC.	R	6/17/2014		1,346.81CR	071795	1,346.81
0228	RENT A FLASH OF WISCONSIN INC							
	I-42881	RENT A FLASH OF WISCONSIN INC	R	6/17/2014		830.00CR	071796	830.00
5393	RICOH USA INC.							
	I-5030942583	RICOH USA INC.	R	6/17/2014		135.98CR	071797	135.98
5632	RW MANAGEMENT GROUP INC							
	I-0614-647	RW MANAGEMENT GROUP INC	R	6/17/2014		9,000.00CR	071798	9,000.00
1890	S I METALS AND SUPPLY							
	I-155921	S I METALS AND SUPPLY	R	6/17/2014		440.00CR	071799	440.00
6972	SAA DESIGN GROUP							
	I-2560-1	SAA DESIGN GROUP	R	6/17/2014		8,350.00CR	071800	8,350.00
0235	SAINT VINCENT HOSPITAL							
	I-38025	SAINT VINCENT HOSPITAL	R	6/17/2014		117.43CR	071801	117.43

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			TYPE	DATE			NO#	AMOUNT
4875	SANOFI PASTEUR							
	I-902906527	SANOFI PASTEUR	R	6/17/2014		34.95CR	071802	34.95
0241	SCHOOL HOUSE							
	I-644998	SCHOOL HOUSE	R	6/17/2014		128.33CR	071803	128.33
0242	SCOTT CONSTRUCTION INC							
	I-10939MB	SCOTT CONSTRUCTION INC	R	6/17/2014		810.00CR	071804	810.00
2953	SHERWIN INDUSTRIES INC							
	I-SS055289	SHERWIN INDUSTRIES INC	R	6/17/2014		438.00CR	071805	
	I-SS055290	SHERWIN INDUSTRIES INC	R	6/17/2014		139.00CR	071805	
	I-SS055291	SHERWIN INDUSTRIES INC	R	6/17/2014		30.00CR	071805	
	I-SS055292	SHERWIN INDUSTRIES INC	R	6/17/2014		94.00CR	071805	
	I-SS055294	SHERWIN INDUSTRIES INC	R	6/17/2014		135.00CR	071805	836.00
0406	SIMPLEXGRINNELL INC							
	I-80160616	SIMPLEXGRINNELL INC	R	6/17/2014		210.26CR	071806	210.26
0831	SOCIETY FOR HUMAN RESOURCE MANAGMT							
	I-201406113485	SOCIETY FOR HUMAN RESOURCE MAN	R	6/17/2014		185.00CR	071807	185.00
0252	SOUTHSIDE TIRE CO INC							
	I-3034791	SOUTHSIDE TIRE CO INC	R	6/17/2014		81.12CR	071808	81.12
6483	SPRINKLER CO INC, THE							
	I-56421	SPRINKLER CO INC, THE	R	6/17/2014		113.50CR	071809	113.50
1465	STEEN MACEK PAPER COMPANY							
	I-728109	STEEN MACEK PAPER COMPANY	R	6/17/2014		78.20CR	071810	78.20
1354	THOMPSON PUBLISHING GROUP INC							
	I-201406113486	THOMPSON PUBLISHING GROUP INC	R	6/17/2014		429.00CR	071811	
	I-201406113487	THOMPSON PUBLISHING GROUP INC	R	6/17/2014		429.00CR	071811	
	I-201406113488	THOMPSON PUBLISHING GROUP INC	R	6/17/2014		429.00CR	071811	1,287.00
5454	TRANSPORT REFRIGERATION INC							
	I-346665-100	TRANSPORT REFRIGERATION INC	R	6/17/2014		43.44CR	071812	43.44
0268	TRUCK EQUIPMENT INC							
	I-587297-00	TRUCK EQUIPMENT INC	R	6/17/2014		216.48CR	071813	216.48

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			TYPE	DATE			NO#	AMOUNT
6934	U.S. BANK EQUIPMENT FINANCE							
	I-254784697	U.S. BANK EQUIPMENT FINANCE	R	6/17/2014		207.50CR	071814	207.50
0272	UNIFORM SHOPPE INC							
	I-223854	UNIFORM SHOPPE INC	R	6/17/2014		750.00CR	071815	
	I-226143	UNIFORM SHOPPE INC	R	6/17/2014		750.00CR	071815	
	I-232180	UNIFORM SHOPPE INC	R	6/17/2014		251.90CR	071815	
	I-232241	UNIFORM SHOPPE INC	R	6/17/2014		80.95CR	071815	
	I-232243	UNIFORM SHOPPE INC	R	6/17/2014		133.90CR	071815	
	I-232295	UNIFORM SHOPPE INC	R	6/17/2014		50.00CR	071815	
	I-232328	UNIFORM SHOPPE INC	R	6/17/2014		40.95CR	071815	
	I-232331	UNIFORM SHOPPE INC	R	6/17/2014		42.95CR	071815	
	I-232340	UNIFORM SHOPPE INC	R	6/17/2014		82.90CR	071815	
	I-232342	UNIFORM SHOPPE INC	R	6/17/2014		63.95CR	071815	
	I-232448	UNIFORM SHOPPE INC	R	6/17/2014		84.90CR	071815	
	I-232458	UNIFORM SHOPPE INC	R	6/17/2014		144.85CR	071815	
	I-232481	UNIFORM SHOPPE INC	R	6/17/2014		76.95CR	071815	
	I-232670	UNIFORM SHOPPE INC	R	6/17/2014		96.00CR	071815	2,650.20
VOID	VOID CHECK		V	6/17/2014			071816	**VOID**
1229	UTILITY SALES AND SERVICE INC							
	I-51635-IN	UTILITY SALES AND SERVICE INC	R	6/17/2014		14,523.70CR	071817	
	I-51659-IN	UTILITY SALES AND SERVICE INC	R	6/17/2014		823.21CR	071817	
	I-51660-IN	UTILITY SALES AND SERVICE INC	R	6/17/2014		466.21CR	071817	15,813.12
1031	WAAO							
	I-201406113489	WAAO	R	6/17/2014		50.00CR	071818	50.00
6448	WATER GEAR INC							
	I-235727	WATER GEAR INC	R	6/17/2014		31.41CR	071819	31.41
0282	WESCO DISTRIBUTION INC							
	I-729101	WESCO DISTRIBUTION INC	R	6/17/2014		63.42CR	071820	
	I-729144	WESCO DISTRIBUTION INC	R	6/17/2014		105.53CR	071820	168.95
0859	WI DEPT OF AG TRADE & CONSUM PROT							
	I-201406113490	WI DEPT OF AG TRADE & CONSUM P	R	6/17/2014		60.00CR	071821	
	I-201406113491	WI DEPT OF AG TRADE & CONSUM P	R	6/17/2014		60.00CR	071821	120.00
6391	WI DEPT OF HEALTH SERVICES							
	I-201406113492	WI DEPT OF HEALTH SERVICES	R	6/17/2014		150.00CR	071822	
	I-201406113493	WI DEPT OF HEALTH SERVICES	R	6/17/2014		150.00CR	071822	
	I-201406113494	WI DEPT OF HEALTH SERVICES	R	6/17/2014		150.00CR	071822	
	I-201406113495	WI DEPT OF HEALTH SERVICES	R	6/17/2014		150.00CR	071822	600.00

Attachment: 6-17-14 VOUCHERS (2293 : Voucher Approval.)

PACKET: 04405 JUN 2014 COUNCIL - 2 6-17-14

20.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0291	WI DEPT OF JUSTICE TIME	MADISON						
	I-201406113496	WI DEPT OF JUSTICE TIME	MADI	R 6/17/2014		56.00CR	071823	56.00
0975	WI DEPT OF NATURAL RESOURCES							
	I-201406113498	WI DEPT OF NATURAL RESOURCES	R	6/17/2014		539.00CR	071824	539.00
3205	WI DEPT OF NATURAL RESOURCES							
	I-201406113497	WI DEPT OF NATURAL RESOURCES	R	6/17/2014		26.25CR	071825	26.25
6469	WI DOCUMENT IMAGING							
	I-51450	WI DOCUMENT IMAGING	R	6/17/2014		168.06CR	071826	168.06
0537	WI EMERGENCY MNGMT/SERB							
	I-201406113499	WI EMERGENCY MNGMT/SERB	R	6/17/2014		3,690.00CR	071827	3,690.00
1210	WIL KIL PEST CONTROL							
	I-2455207	WIL KIL PEST CONTROL	R	6/17/2014		104.00CR	071828	104.00
0286	WILLIAMS NURSERY							
	I-183846	WILLIAMS NURSERY	R	6/17/2014		1,008.00CR	071829	1,008.00
0300	ZARNOTH BRUSH WORKS INC							
	I-149506-IN	ZARNOTH BRUSH WORKS INC	R	6/17/2014		1,860.00CR	071830	1,860.00
1153	ZIGNEGO COMPANY INC							
	I-13-04 (4)	ZIGNEGO COMPANY INC	R	6/17/2014		114,135.89CR	071831	114,135.89

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	132	0.00	360,335.17	360,335.17
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:	2	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:	134	0.00	360,335.17	360,335.17

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 6-17-14 VOUCHERS (2293 : Voucher Approval.)

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

		100		6/2014		177,580.20CR		
		201		6/2014		538.90CR		
		208		6/2014		162.74CR		
		235		6/2014		1,238.56CR		
		405		6/2014		145,831.38CR		
		455		6/2014		8,350.00CR		
		601		6/2014		17,721.74CR		
		650		6/2014		8,911.65CR		
=====								
		ALL				360,335.17CR		

er Approval.)

Attachment: 6-17-14 VOUCHERS (2293 : Voucher Approval.)

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

MEETING DATE: June 17, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 06-17-14 OPERATOR LICENSE LIST (PDF)

CITY OF DE PERE - June 17, 2014					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	LEHMBECK, ZOEY D.	1312 S. IRWIN AVENUE	GREEN BAY	WI	54301
2	POCIOPA, ALEX M.	2434 SHADY OAK DRIVE	GREEN BAY	WI	54304
3	ROBINSON, SUSAN L.	821 1/2 S. BROADWAY ST.	GREEN BAY	WI	54304
4	WENDTLAND, ADAM J.	153 EAST RIVER DR.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	ALLARD, KALEY J.	1810 DANCING DUNES DR.	GREEN BAY	WI	54313
2	BARTHOLOMEW, EMILY K.	1305 LOST DAUPHIN RD.	DE PERE	WI	54115
3	BELONGE, MARGARET O.	2806 VIKING DR., #2C	GREEN BAY	WI	54304
4	BOURASSA, AUTUMN A.	2552 JOHNNY LN.	GREEN BAY	WI	54311
5	COFFEN, CHAD N.	1535 CAPITOL DR.	GREEN BAY	WI	54303
6	CONARD, HEATHER L.	1615 MCRAE PL.	GREEN BAY	WI	54311
7	CONLON, KATHRYN F.	73 EAGLE RD.	MARSHFIELD	MA	02050
8	CONNER, SUSAN M.	160 S. FISK ST.	GREEN BAY	WI	54303
9	CREVIER, MIRANDA L.	693 ST. JOSEPH ST.	DE PERE	WI	54115
10	FIRKUS, REBECCA A.	577 MILL AVE.	UNION GROVE	WI	53182
11	GASKIN, CHARLES A.	100 GRANT ST., STE. 687	DE PERE	WI	54115
12	GEHRING, JENNA L.	1398 S. CARRINGTON LN.	DE PERE	WI	54115
13	HEDDAOUI, MARY K.	220 N. MICHIGAN ST.	DE PERE	WI	54115
14	HERWALD, LYNN M.	2341 SHADY LN.	GREEN BAY	WI	54313
15	KNECHT, RACHEL E.	E6811 CAITLIN CT.	WEYAUWEGA	WI	54983
16	LA CROSSE, JESSE J.	408 N. ST. BERNARD DR.	DE PERE	WI	54115
17	LAMBRECHT, TERESA M.	2514 TURNBURY RD.	GREEN BAY	WI	54313
18	LONGHI, NICOLE M.	954 MATHER ST.	GREEN BAY	WI	54303
19	PRIBYL, ERIN L.	1374 KINGSTON TERRACE	GREEN BAY	WI	54302
20	RYAN, CARISSA L.	621 LEWIS ST. (UPPER)	DE PERE	WI	54115
21	VASQUEZ, LETISIA	1118 LIME KILN	GREEN BAY	WI	54302
Renewal Operator License Applications for the 2014-2016 Licensing Period					
1	AUGUSTIN, ROBIN A.	W5654 DEPOT ST., P.O. BOX 81	NICHOLS	WI	54152
2	BASTEN, STEPHANIE L.	563 SOMERSET DR.	GREEN BAY	WI	54301
3	BECK, AMANDA S.	2000 KELLY RD.	LITTLE CHUTE	WI	54140
4	BELLEAU, DAVID A.	W1472 TALLFEATHER W AY	SEYMOUR	WI	54165
5	BODART, ASHLEY J.	1668 W. PAULSON RD.	GREEN BAY	WI	54313
6	BRZEZINSKI, ABBY L.	6603 N. RILEY RD.	EVANSVILLE	WI	53536
7	CAYO, CRAIG S.	1020 W. SPRING ST.	APPLETON	WI	54914
8	COFFEY, HEATHER M.	507 GWYNN ST.	GREEN BAY	WI	54301
9	CONARD, WADE M.	2769 HUMBOLD RD.	GREEN BAY	WI	54307
10	DANFIELD, LINDA L.	2157 DICKINSON RD., #3	DE PERE	WI	54115
11	DAUL, LARISSA M.	1019 CORAL ST., APT. 4	DE PERE	WI	54115
12	DAVID, ELIZABETH H.	5882 CTY RD. B	PULASKI	WI	54162
13	DURA, CHELSEA, L.	113A N. BROADWAY ST.	DE PERE	WI	54115
14	FAIKEL, CHERYL M.	1320 SCHEURING RD.	DE PERE	WI	54115
15	GEYER, LORI J.	1178 EMILIE	GREEN BAY	WI	54301
16	GIGOT, LORI K.	2358 TALLADEGO SPEEDWAY	DE PERE	WI	54115
17	GOENCHAN, KAREN F.	2309 SANTA BARBARA	GREEN BAY	WI	54313
18	GREEN, DABNEY K.	2037 GREEN ACRES CT.	DE PERE	WI	54115
19	GROTH, AMANDA A.	1808 MONROE ST.	TWO RIVERS	WI	54241

20	GULSETH, SHANE D.	702 WESTWIND CT.	DE PERE	WI	54115
21	HANNON, BRITTANY D.	1331 BELLEVUE ST., LOT 99	GREEN BAY	WI	54302
22	HART, SADIE E.	1045 MORAINES WAY, #5	GREEN BAY	WI	54303
23	HELGREN, MACKENZIE A.	2347 MEMORIAL DR.	GREEN BAY	WI	54303
24	JACKSON, MARY L.	2200 NICK LA.	DE PERE	WI	54115
25	JANES, LAUREN E.	562 SUBURBAN DR.	DE PERE	WI	54115
26	JANSE-VREELING, AMANDA M	463 NORTH CREST	HORTONVILLE	WI	54944
27	JENKEL-OLIVER, LEAH	311 LANTERN LN.	DE PERE	WI	54115
28	KETTNER, COURTNEY L.	1754 O'HEARN LN.	DE PERE	WI	54115
29	KIESOW, MEAGAN, K.	604 S. CTY RD. J	REEDSVILLE	WI	54230
30	KIEWEG, CHELSEA D.	4143 PENSATUCKEE BAYSHORE RD	OCONTO	WI	54153
31	KONSHAK, JOLENE M.	1080 MATHER	GREEN BAY	WI	54303
32	KOZLOVSKY, JAMIELEE R.	4900 SPORTSMAN DR.	DE PERE	WI	54115
33	LABUMBARD, THOMAS G.	335 LAVERNE DR., #4	GREEN BAY	WI	54311
34	LAMAL, ZACHARY M.	1773 BRIARWOOD CT.	DE PERE	WI	54115
35	LECLOUX, HANNAH, M.	224 S. CLAY ST.	GREEN BAY	WI	54301
36	LEMKE, BONNIE H.	2354 CLEM LN.	DE PERE	WI	54115
37	LUEDTKE, RONALD R.	1484 BARBARA LN.	DE PERE	WI	54115
38	MALCOLM, ABIGAIL Z.	1442 GRIGNON ST.	GREEN BAY	WI	54301
39	MANTHE, KERRY L.	1908 BONFIRE WAY	DE PERE	WI	54115
40	MARTINEAU, SHERRY L.	735 REID ST.	DE PERE	WI	54115
41	MAYER, ANTHONY J.	212 BELLEVUE ST.	GREEN BAY	WI	54302
42	MEERT, JOSHUA J.	1726 14TH AVE.	GREEN BAY	WI	54304
43	MOOREN, KAREN P.	1156 SCHEURING RD.	DE PERE	WI	54115
44	MULHERN, SCOTT P.	665A FOXVIEW AVE.	DE PERE	WI	54115
45	NORTON, JOYLYNN M.	1582 O'KEEFE	DE PERE	WI	54115
46	OLSON, JILL A.	561 W. BRIAR LN.	GREEN BAY	WI	54301
47	RADLOFF, ADAM J.	1758 BURGOYNE CT.,#46	DE PERE	WI	54115
48	SCHIEBEL, KATHY L.	2000 OAKDALE AVE.	GREEN BAY	WI	54302
49	SCHMITZ, JENNIFER M.	1221 S. IRWIN	GREEN BAY	WI	54301
50	SHEA, MEGAN M.	W9064 FOREST DR.	GLENBEULAH	WI	53023
51	SHIER, CHRISTOPHER D.	316 BALLARD ST.	DE PERE	WI	54115
52	STEENO, DEBORAH M.	480 N. GOOD HOPE RD.	DE PERE	WI	54115
53	STEFFEN, TRAVIS L.	W237 SANDHILL CT.	ST. CLOUD	WI	53079
54	STEPHANI, MARY J.	1151 S. ONEIDA ST.	GREEN BAY	WI	54304
55	TEGTMAN (CASTRO), KRISTIN	719 MONTREAL PL.	DE PERE	WI	54115
56	THORSEN, RICKY R.	322 BELLEVUE ST.	GREEN BAY	WI	54302
57	VAN DYKE, JACOB M.	2410 SYCAMORE, DR., #21	GREEN BAY	WI	54311
58	VETTER, JEREMY A.	3602 N. MARCOS	APPLETON	WI	54911
59	WATERMOLEN, SHERI L.	702 N. HURON ST.	DE PERE	WI	54115
60	YAHN, SEAN C.	521 E S. SIXTH ST.	DE PERE	WI	54115
61	ZEITLER, PATRICIA J.	1149 ROCKDALE ST.	GREEN BAY	WI	54304