



Common Council

335 South Broadway

Regular Meeting

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

Agenda

Tuesday, June 16, 2015

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **June 16, 2015** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the June 2, 2015 Common Council Meeting.
4. Public Hearing to rezone 428 N. Superior Street from General Business with a Plan Development District Overlay to Single-Two Family Residence with a Plan Development District Overlay.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #15-18, Rezoning Certain Property (Parcel ED-477).
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendation from the License Committee on an application for a Class "A" Beer & "Class A" Liquor License for DU Convenience, 1605 Fort Howard Ave., submitted by DU Convenience, Agent: Sharada Adhikari, 4024 E. Braeburn Dr., Appleton, WI 54913.
7. Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2015 to June 30, 2016.
8. Recommendation from the Board of Public Works to Award Project 15-07 Asphalt, Curb, and Sewer Repair to MCC, Inc. in the Amount of \$1,017,238.49.
9. Recommendation from the Board of Public Works to Award of Project 15-06 Lawrence Drive Sidewalk to Sommers Construction Company, Inc. In the Amount of \$676,961.40
10. Recommendation from Finance Committee to Encumber Police Squad Vehicle Trade-in Money for Future Squad/body Cameras.
11. Recommendation from the Historic Preservation Commission to approve the Front Street mural project.

12. Recommendation from the Finance/Personnel Committee to appropriate \$825 from the Unassigned Reserve Account for furniture for the Mayor's office.
13. Resolution #15-61, Disallowance of Claim (Joyce Baierl).
14. Resolution #15-62, Authorizing Agreement Regarding the Sale and Purchase of Real Property Between the City of De Pere, Nicolet Real Estate and Investment Corporation, and Frigo Enterprises, LLC.

A. Recommendation from the Plan Commission to approve the CSM Application which divides WD-1377 into two and combines them with neighboring parcels on American Boulevard. Surveyor: Mau & Associates.
15. Resolution #15-63, Authorizing Lease Agreement with the Unified School District of De Pere.
16. Resolution #15-64, Authorizing Agreement Among the Town of Ledgeview, City of De Pere and the Unified School District of De Pere Regarding the Maintenance of Pedestrian Walkways and Associated Drainage Facilities.
17. Resolution #15-65, Authorizing Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Oak Street Right-of-Way Width).
18. Resolution #15-66, Authorizing Revised State/Municipal Agreements for Various Street Improvement Projects.
19. Resolution #15-67, Authorizing Agreement Extending Option to Purchase Between the City of De Pere and Washworld of De Pere LLC.
20. Resolution #15-68, Authorizing Submission of Community Oriented Policing Services Grant Application.
21. Resolution #15-69, Authorizing Interim Contractor Agreement Between the City of De Pere and Green Bay Water Utility (Water Billing Process Training and Interim Billing Services).
22. Resolution #15-70, An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.
23. Resolution #15-71, An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.
24. Resolution #15-72, Authorizing Agreement for Noxious Weed/Long Grass Cutting Services Between the City of De Pere and Lizer of Wisconsin, Inc.
25. Consider Community Service Grant Application.
26. Consider repairs to Legion Park Baby Pool.
27. Voucher Approval.
28. Operator License Applications.
29. Future Agenda Items.
30. Consideration of purchase of property for industrial purposes.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public

funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

31. Consider recommendation from Redevelopment Authority for 102 N Broadway and authorize staff draft development agreement.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

32. 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
Tod Maki, St. Norbert College
James & Sherri Nehs
Scott Van Hemelryk
Linda Katner
Daniel Ritter
Lawrence Colling
Kendra Smale
Raynal & Shelly Sears
Jennifer Halbrook
Thomas & Christina Ackerman
Patrick & Jennifer Patryn
Raymond & Mary Wiercinski
Shirley Corrigan
Richard & Beverly Huxford
Daniel & Christina Reis
Catherine Ford
Thomas & Linda Bielefeldt
Rodney Haskins
Ron Nohre

William & Erica Van Kirk
Russell & Margaret Finnessy Cook
George & Sharon Thorne
Janet Oswald
Kyle & Anchaly Swenson
Mohammed & Mary Kay Heddaoui
Dean Kumbalek & Deirdre Flynn
Alison Guild
Peggy & Mary Van Rixel
Janice Carufel
Patrick & Robert Austin Jr
Michael & Penny Gebelein
John & Alla Masucci
Gregory & Christine Gorst
CR Real Estate LLC
Mary Jo Ley
Milfred & Margaret Manning
Kristina Kraus
Andrew & Katherine Mayer
Karen Sternkopf
Kevin Kapp
Jacqueline Goffard
Roy Kulhanek
Stephen & Louise Knaus
Robert & Sandra Bloedorn
James & Juli Constine Jr
Dawn Pederson
Joseph & Susan Wellens
Rebecca Wall
Matthew & Angelique Wegmann
Michael De Pas
William & Nancy Sterletske
George Lucia
Brandon & Erin Longley
Michael Schmitz
Emily Schultz
Jane Gantenbein
Steven & Lynne Smet
Troye Carter
John Ronski
Kenneth Toutloff II
Timothy Faust
Eileen Longlais
Shawn Carter
Jeffrey & Lisa Radtke
Daniel Vandenberg
Michael Spredemann
Gordon & Kathy Chevalier
Dennis & Shirley Penasa
Christina Parker
Charles Trotti III
Cynthia Van Beek
Steven & Deanna Sullivan
Corey Arndt
Justin Ballard

Mau & Associates
Tadych Investment Partners
Steve Newton, De Pere High School
Toni Minor
Troy Metzler
Casey Hawkinson
Christopher McKeefry
William Lemke, Pasquale's International Café
Adam Stueck, The De Pere Historical Society
Sharada Adhikari, DU Convenience
Joyce Baierl

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

MEETING DATE: June 16, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the June 2, 2015 Common Council Meeting.

ATTACHMENTS:

- 6-02-2015 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, June 2, 2015

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting called to order on June 2, 2015 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the May 5, 2015 Common Council Meeting.

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

4. Approval of the Minutes of the May 21, 2015 Special Common Council Meeting.

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

5. Public Hearing on a trail easement vacation for part of Trailside Estates.

- A. Notice of Public Hearing.

Clerk Shana Defnet announced that the public hearing was published in the Green Bay Press Gazette on May 7, May 14, and May 21, 2015.

- B. Recommendation from the Plan Commission.

City Planner Ken Pabich stated that the Plan Commission recommended approval; he explained the Trailside Estates subdivision and showed the Council the northern trail in the subdivision that will be vacated. The southern trail will be improved and leads to the existing Fox River Trail.

- C. Resolution #15-44 Regarding the Vacation of a Public Thoroughfare (Walkway Easement Adjacent to Lots 15 & 16, Trailside Estates).

Mayor Walsh declared the public hearing open; no one wished to speak and he declared the public hearing closed and entertained a motion. Alderman Boyd

Attachment: 6-02-2015 Common Council Minutes (3579 : Approval of the Minutes of the June 2, 2015 Common Council Meeting.)

moved, seconded by Alderperson Lueck to approve the resolution. Discussion followed regarding connectivity to the City of De Pere, the reason for vacation, and timing of the vacation. Upon vote on the motion to approve, motion was tied 4-4 with Alderpersons Bauer, Donovan, Kneiszel, and Raasch voting nay. Mayor Walsh voted aye to break to the tie and approve the easement vacation.

RESULT:	ADOPTED [5 TO 4]
MOVER:	James Boyd, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	James Boyd, Scott Crevier, Larry Lueck, Lisa Rafferty, Mayor Walsh
NAYS:	Kevin Bauer, Michael Donovan, Jim Kneiszel, Dean Raasch

6. Public Hearing to levy special assessments for construction improvements of sidewalk and driveway aprons on the east and west side of Lawrence Drive from County Clare Road to Scheuring Road.
 - A. Notice of Public Hearing.
Clerk-Treasurer Shana Defnet announced that public hearing was published in the Green Bay Press Gazette on May 21, 2015.
 - B. Recommendation from the Board of Public Works.
City Engineer Eric Rakers stated the Board of Public Works recommended approval.
 - C. Resolution #15-47, Final Resolution Authorizing Sidewalk and Driveway Apron Construction and Levying Special Assessments Against Benefited Property (Lawrence Drive from County Clare Road to Scheuring Road).
Mayor Walsh declared the public hearing open; no one wished to speak and he declared the public hearing closed and entertained a motion.

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

7. Public comment upon matters not on the agenda or other announcements.

City Engineer Eric Rakers announced the City's plan to evaluate traffic with barrels to simulate bump outs for pedestrian safety at the Grant/Suburban/Apollo intersection on the west side on Wednesday, Thursday, and Friday.

Mayor Walsh thanked everyone that worked on Celebrate De Pere. He announced the kickoff for the City's 125th Anniversary, the East West Music Fest on Friday evening featuring a concert with Corey Chisel and the different musicians at different venues throughout the City every other Friday throughout the summer; he also announced the Art Walk on opposite Fridays. The sponsors for the East West Music Fest are Unison Credit Union, Ryan Funeral Home, Van Gemert Memorial, and the Union Hotel.

8. Recommendation from the Plan Commission to approve proposed design change to Washington Street between Chicago and Merrill.

Alderson Donovan made a motion to approve the recommendation; the motion failed for a lack of second.

Alderson Rafferty moved, seconded by Alderson Lueck, to consider Option #1 with the amendment of a 28-foot wide street throughout the newly paved area and to allow for additional parking on Merrill on the south side of the street. Alderson Lueck suggested having the police present on the first week of school to make parents aware of the issues with this area. Alderson Rafferty would like to see school staff distribute informational brochures to parents for safely handling drop off of students. Discussion followed. Alderson Lueck moved, seconded by Alderson Raasch to open the meeting. Upon vote, motion carried unanimously. Ben Villarruel, Superintendent of the Unified School District of De Pere spoke about the behavior of parents during drop off when the police are present and that anything that calms the traffic and slows it down is favorable to the school district. They would like the street to be as narrow as possible. Alderson Kneiszel moved, seconded by Alderson Lueck to close the meeting. Upon vote, motion carried unanimously. Alderson Kneiszel stated that he will be voting against this because in the past three years there have been no incident reports filed by the Police Department for this drop off area. Upon vote on the motion, motion carried 7-1 with Alderson Kneiszel voting nay.

RESULT:	ADOPTED [7 TO 1]
MOVER:	Michael Donovan, Alderson
AYES:	Bauer, Boyd, Crevier, Donovan, Lueck, Raasch, Rafferty
NAYS:	Jim Kneiszel

9. Recommendation from the Plan Commission to approve the extra-territorial CSM Application for a 3 lot CSM and road dedication in the Town of Rockland. Surveyor: Zeitler.

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

10. Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage License, "Class B" Intoxicating Liquor Licenses, Reserve "Class B" Liquor Licenses, and "Class C" Wine Licenses for the licensing period of July 1, 2015 to June 30, 2016.

Alderson Bauer moved, seconded by Alderson Boyd to approve all renewal liquor license applications.

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

11. Recommendation from the License Committee on an Application for a Class "B" Beer/ "Class B" Liquor License for El Maya, 1620 Lawrence Dr., De Pere, WI submitted by El Maya Mexican Restaurant, Inc., Agent: Fe Montalvo, 1808 Vandenberg Ln., Kaukauna, WI 54130.

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

12. Recommendation from the Board of Park Commissioners to approve donation of \$250 from American Transmission Company for Arbor Day Trees and Activities.

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

13. 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: Dean Raasch, Alderperson
SECONDER: James Boyd, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

14. Recommendation from Finance/Personnel Committee to reclassify Water Department Foreperson Position

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

15. Recommendation from the Finance/Personnel Committee to approve changes in organizational structure and staffing in Park and Recreation Department.

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

16. Recommendation from the Board of Health to accept \$500 donation from UW Oshkosh for Nursing Preceptor Services.

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

17. Ordinance #15-12A and 15-12B, Amending §14-60(6)(I) De Pere Municipal Code Regarding Outdoor Storage and Refuse and Recycle Storage (referred back to staff at April 8, 2015 Common Council Meeting) (first reading at May 5, 2015 Common Council Meeting) (second reading).

RESULT: ADOPTED [7 TO 1]
MOVER: Larry Lueck, Alderperson
SECONDER: Jim Kneiszel, Alderperson
AYES: Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty
NAYS: Kevin Bauer

18. Resolution #15-48, Authorizing Agreement for Engineering Services Between the City of De Pere and Performa, Inc. (Sustainable Roof Analysis - City Hall).

Alderperson Bauer asked why the City did not apply for a grant to help cover the cost of a roof analysis; City Administrator Larry Delo explained that we checked with contacts and were not able to locate a grant for this type of design. Discussion followed. City staff will do a return on investment study internally.

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

19. Resolution #15-51, Authorizing Agreement for Consulting Services Between the City of De Pere and Becher-Hoppe Associates, Inc. (Dam Repair and Box Culvert Wing Wall Repair).

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

20. Resolution #15-57, Awarding Official City Newspaper Contract.

Alderperson Crevier requested that staff draft a resolution to discuss and vote on to have the state laws changed to allow for more flexibility for how and when we publish.

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

21. Resolution #15-58, Establishing Non-Lapsing Funds as of December 31, 2014.

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

22. Resolution #15-60, Authorizing Amendment 1 to Division of Public Health DPH Contract #27431.

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

23. Update on the Southern Bridge and Transportation Corridor.

City Planner Ken Pabich discussed the memo included in the packet with the Council and stated that the goal is to declare the corridor in 2018. A coalition is being created made of members from surrounded communities. A report will be provided to the Council when staff receives updates from Brown County. Discussion followed.

24. Voucher Approval.

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

25. Operator License Applications.

CITY OF DE PERE - June 2, 2015					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	BURNARD, DIANE M.	1380 SCHEURING RD., UNIT 27D	DE PERE	WI	54115
2	MOORE, MELEEK, N.	2109 RYAN RD.	DE PERE	WI	54115
3	MOORE, PATRICK J.	450 S. WALL ST. LOT 56	DENMARK	WI	54208
Temporary Operator License Applications					
1	HENDRICKSON, PATRICIA L.	310 LANTERN LN.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	ALLEN, NAOMI L.	436 JOHN ST.	GREEN BAY	WI	54302
2	BULARZ, HANNAH L.	128 E. MAIN ST.	GILLET	WI	54124
3	BUYSSE III, CHARLES J.	1024 S. ERIE ST., #7	DE PERE	WI	54115
4	CASHMAN, DEBORAH L.	1609 SWAN RD., #4	DE PERE	WI	54115
5	CRUZ, DAVID J.	1615 W. MASON ST.	GREEN BAY	WI	54303
6	DAHLE, DULCIE A.	1101 N. PLATTEN ST.	GREEN BAY	WI	54303
7	DULL, NEVA M.	1021 EDGEWOOD DR.	GREEN BAY	WI	54311
8	FRENCH, KAYLEY C.	2204 CRARY ST.	GREEN BAY	WI	54304
9	FRIES, CHARLES J.	1213 N. IRWIN AVE.	GREEN BAY	WI	54302
10	MATTSON-HINTON, SHANNON M.	655 TRUMPETER TR., #7	DE PERE	WI	54115
11	SANDOVAL, ELIZABETH E.	741 MEMORY AVE.	GREEN BAY	WI	54301
12	SCHUMACHER, AMY L.	N2511 THORNAPPLE LN.	APPLETON	WI	54913
13	VAN HANDEL, TAMARA M.	1009 CORAL ST.	DE PERE	WI	54115

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

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

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License Applications #1-4, 6 and 8-12 and to table Operator License Applications #5, 7 and 13. Upon vote, motion carried unanimously.

26. Future Agenda Items. None.

27. Adjournment. Alderperson Bauer moved, seconded by Alderperson Crevier to adjourn the Common Council Meeting at 8:45 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 16, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Ordinance #15-18, Rezoning Certain Property (Parcel ED-477).

ATTACHMENTS:

- Ord15-18 (DOCX)
- PC_RZ_N Superior (PDF)
- PC_RZ_N Superior_1988 Review (PDF)
- PC_Staff_May26_Rezone (PDF)
- Irwin 3D Sketches (PDF)
- Reuse-Analysis (PDF)

ORDINANCE #15-18

REZONING CERTAIN PROPERTY
(PARCEL ED-477)

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

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 16th day of June, 2015 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys.

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

Section 1. That the following described property:

Irwin's 2nd Addition to De Pere Lots 1, 2, 3, 5, 6, 7 & 8 & Lot 4 except part south of Williams Street Block 16 & part vacated right-of-way adjoining as described in 1775959 & all of Block 35 Original Plat of De Pere
Parcel ED-477 (428 North Superior Street)

be and the same are hereby rezoned from the present zoning classification B-2-PDD, General Business with a Planned Development District Overlay to R-2-PDD, Single and Two Family Residence with Planned Development District Overlay, as set forth in and regulated by the provisions of §14-39 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code with the following recommendations of the Plan Commission:

Public Works

1. Abandon all existing unused utility connections to the property at the main and under the observation of City personnel. Abandon the existing water service by closing the corporation and removing the water service.
2. Public utilities will be extended to the site along a private alley. Provide a 30' easement centered on the alley for the entire length for these utilities. The City will design and construct these utilities.
3. Remove the curb openings to close unused existing driveways by replacing the curb to the joint. Complete new curb cuts to comply with the City curb cut permit requirements.
4. A storm water management plan is required for this site redevelopment that will achieve 40% TSS removal. Submit calculations to show the peak post development discharge rate does not exceed the peak pre-developed discharge rate for the two-year, ten-year, and 100-year design storms. Use CN=71 to determine the peak pre-development discharge rates. Notify the City if there are site constraints for limiting the peak flow.
5. Curb cut permits are required for new driveways.

Building/Planning:

1. The homes should be designed to match the historic character of the neighborhood.

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

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____



CITY OF DE PERE

APPLICATION FOR
REZONING

Fee: \$ 275.00

Receipt #: 102740

Date: 5-13-15

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Tadych Investment Partners, LLC	Authorized Representative Jason Tadych	Title Managing Member	
Mailing Address 3032 Autumn Leaves Circle	City Green Bay	State WI	ZIP Code 54313
Email Address jason@tip-llc.com	Phone Number (incl. area code) 920 277 4739	Fax Number (incl. area code) N/A	

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

Name (Ind. Org. or Entity) CR Real Estate, LLC	Contact Person Larry Anderson	Title Partner	
Mailing Address 2101 S. 107th Street	City Milwaukee	State WI	ZIP Code 53277
Email Address N/A	Phone Number (incl. area code)	Fax Number (incl. area code) N/A	

SECTION 3: Project or Site Location

Project Address/Description 428 N. Superior Street, De Pere, WI 54115	Parcel Number(s): ED-477
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SECTION 4: Proposed Rezoning Use

Existing Zoning:	PDD - B-2		
Proposed Zoning:	PDD - R-2		
Adjacent Zoning: North R-2	Adjacent Zoning: South R-2	Adjacent Zoning: West R-2	Adjacent Zoning: East R-2
Present Use of Parcel	Commercial Office		
Proposed Use of Parcel	Single Family Residential		

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Larry Anderson	Title Partner <i>PA Anderson</i>	Phone Number <i>920-328-3315</i>
Signature of Applicant <i>[Signature]</i>		Date Signed <i>5/8/15</i>

Attached additional sheets if necessary.



May 11, 2015

Ms. Sarah Wallace
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: 428 N. Superior Street, De Pere, WI (the "Property")

Dear Sarah:

Enclosed please find the following:

- Application for Rezoning the Property;
- Check in the amount of \$275; and
- General Development Plan for the Property.

Our General Development Plan for the Property contemplates razing the existing improvements and redeveloping the Property as a master planned residential community. The Property will be divided into 10 single family home lots. The lots will be improved with historic looking single family homes and sold to third party home owners on a turn-key basis.

The proposed lots are approximately 40' wide by 140' deep. Because the lots are narrower than a typical lot, we plan to create a private alley running north/south through the middle of the Property. All traffic, trash pick up and utilities will be serviced via the alley.

The community will be controlled by an Owner's Association. It is contemplated that the Owner's Association will, at a minimum:

- Control architecture, building materials and paint colors within the community;
- Perform all landscaping, snow removal and other grounds maintenance within the community;
- Maintain the alley and any common private utilities within the community; and
- Require the owners to maintain their respective properties in good order and repair consistent with other properties in the community.

Please let me know if you need any additional information to complete the Application for Rezoning. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason T. Tadych', is written over the typed name and title.

Jason T. Tadych
Principal
(920) 277-4739
Jason@tip-llc.com

RESIDENTIAL DEVELOPMENT
IRWIN SCHOOL BLOCK
DE PERE WISCONSIN 54115

ISS

APPROVED FOR: REZONE APP.
DATE: 5-11-2015

REVISIONS:

ALE: $\Gamma^* = 20'0''$

SHEET TITLE: _____

GENERAL DEVELOPMENT PLAN

EET NUMBER: _____

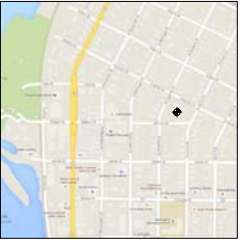
A2.1

4.C.b

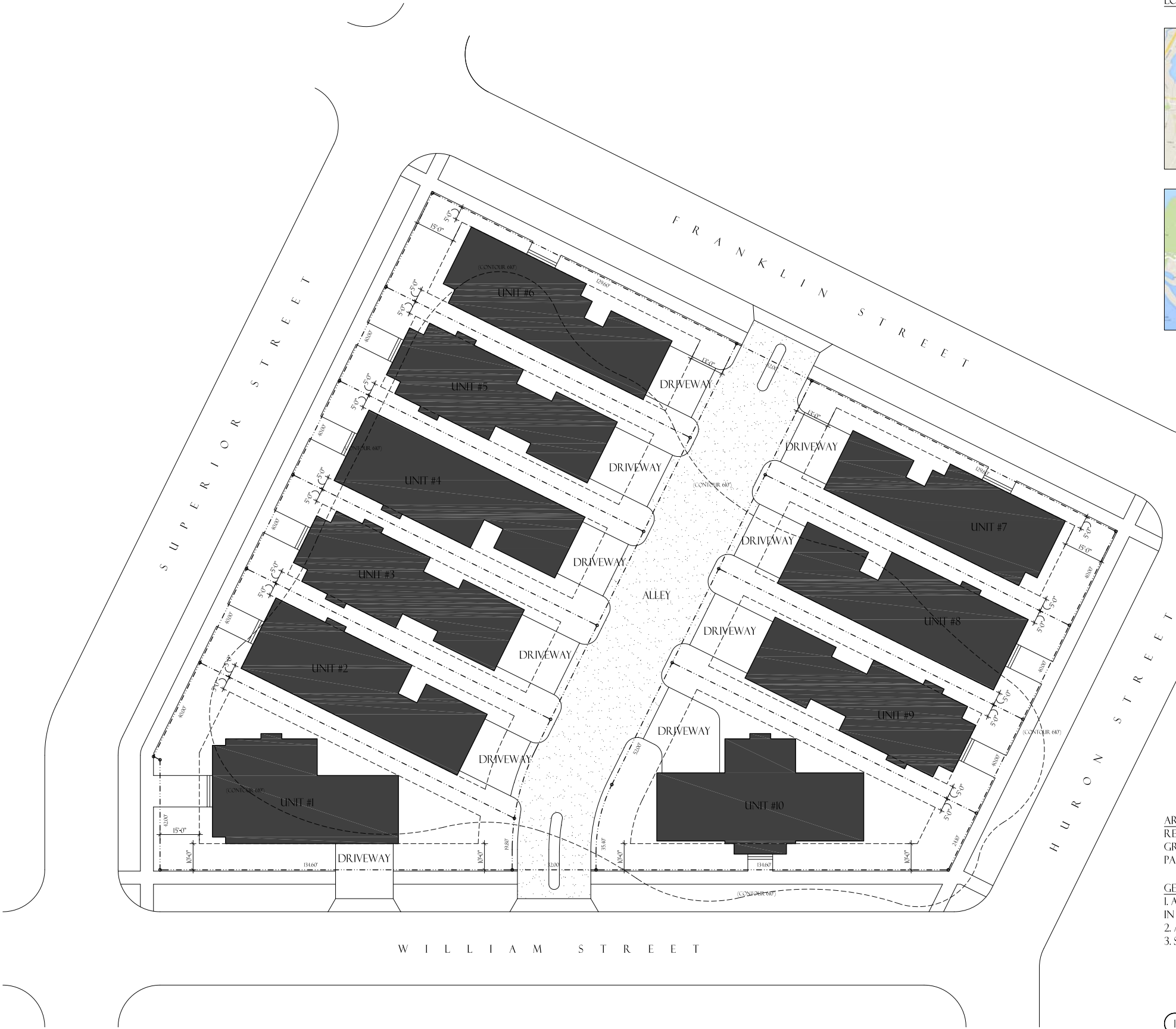
LOCATION MAP



OVERALL



ENLARGED



AREA TAKE-OFFS:

RESIDENTIAL FOOTPRINT SITE AREA =	24,120 GSF
GREEN SPACE/LANDSCAPE AREA =	25,915 GSF
PAVING AREA =	11,600 GSF

GENERAL NOTES:

1. ALL DIMENSIONS ARE APPROXIMATE AND WILL BE UPDATED IN THE PRECISE IMPLEMENTATION PLAN.
2. ALL UTILITY DESIGN TO BE PROVIDED IN THE PRECISE IMPLEMENTATION PLAN.
3. SEE APPLICATION AND OUTLINE LETTER FOR ADDITIONAL INFORMATION.

1 GENERAL DEVELOPMENT PLAN
SCALE 1/4" = 1'-0"



NOTICE OF PUBLIC MEETING
CITY PLAN COMMISSION
CITY OF DE PERE

FEBRUARY 23, 1988
7:30 P.M.
COUNCIL CHAMBERS, SECOND FLOOR
CITY HALL
335 SOUTH BROADWAY STREET
DE PERE, WISCONSIN 54115

Agenda For Said Meeting:

1. Minutes of the January 26, 1988 meeting.
2. Consideration of rezoning the Irwin School Site from R-2, One and Two-family Residential, to PDD, Planned Development District, and a general development plan for professional offices use of the site.
3. Approval of the preliminary plat of Port Fox Subdivision located at 2101 Lost Dauphin Road.
4. Request of Roy Ambrosius to appear before the Plan Commission for a Planned Development District preliminary consultation of a development concept for property at Fulton Street and Front Street.
5. Any other matters allowed by law.
6. Adjourn.

THIS NOTICE IS BEING SUBMITTED PURSUANT TO GUIDELINES PRESENTED IN WISCONSIN STATUTES 19.84.

Dennis Russell
Director of Planning and
Economic Development

Agenda Sent To:

Commission Members
Mayor
Alderspersons
Department Heads
East Side Business Association
West Side Business &
Professional Association
Brown County Library, De Pere Branch
Mr. Roy Ambrosius

Ms. Marge Blondheim
Mr. Mark Hruby
Mr. Stephen L. Seidl
Mr. Alan Matzke
Mr. Bernie Watermolen
De Pere Journal
Green Bay Press-Gazette
Green Bay News-Chronicle
TV & Radio Stations

1 FEB 23, 88

ITEM #2. Consideration of rezoning the Irwin School Site from R-2, One and Two-family Residential, to PDD, Planned Development District, and a general development plan for professional offices use of the site.

Staff review of general development plan for Irwin School site.

A copy of the general development plan was distributed to each member of the Plan Commission on Monday evening, February 22, 1988. Due to the late arrival of the information, there was insufficient time to include a review of the plan for submittal to the Commissioners at the same time.

Staff review of this general development plan is limited to the information presented by the petitioner on February 22, 1988.

Staff analysis is of how the plan visually and functionally affects the surrounding neighborhood with the objective being to minimize negative effects on the surrounding neighborhood.

Windows of the building are proposed to be replaced and reduced with architectural panels. The quality and architectural compatability of this concept had been questioned by Commissioners in the past. However, no details are offered.

All traffic, both pedestrian and automobile, is directed to the east side of the building which will become the main entrance. This facilitates internal use of the building and keeps all automobiles on site. No off street parking would be needed. It is suggested that no parking signs be installed on the perimeter of the site to further reinforce this objective.

The design of the facade of the building facing east has not been shown. Commissioners may be interested in assurances that it is tastefully and appropriately done.

Note removal of the entrance sidewalk, placement of flagpoles and a patio area at the former entrance. Also note a 8 foot landscaping border around the parking lot.

Signage, as proposed, should be examined more closely before approval. Is it lit? What size?

The entrance to the parking lot is not typical. Staff suggests a typical 2-way drive of 24 foot width as per code, with the entrance sign at the west side behind the sidewalk.

-2-

Permitted Uses:

Use of the building and premises at 428 N. Superior Street shall be limited to business offices and professional offices where the predominant manner of conducting business is via mail or telecommunications and the direct contact with clients on premises is incidental to the normal conduct of business or is of such frequency so as not to be disruptive to the residential quality and character of the surrounding neighborhood.

Parking:NO
RETAIL

Parking can be the controlling factor with respect to density of level of activity on the site. This block, if developed to its maximum allowable residential density, would have 12 dwelling units. This translates to approximately 100 trips per day by car (8-10 trips per dwelling unit per day). Working backwards to an office building, 100 trips per day equates to an office building of 10,000 sq.ft. GLA (gross leasable area) (1,000 s.f. GLA = 10 trips per day). An office building is required to have one parking space for each 250 square feet of total area by code. A typical office is 80% gross leasable. Ten thousand (10,000) square feet GLA is 80% of a 12,500 square foot building. This equates to a minimum of 50 parking spaces. Allowing a 10% increase for market conditions, a 55 car parking lot is the maximum that should be allowed for this parcel. It is suggested that the parking area be reduced by 15 spaces for Phase I to 55 stalls.

A future building is shown. No schedule is offered as to when it would be constructed. Staff suggests that it be critically reviewed at the time of submittal with respect to impacts of Phase I on the surrounding neighborhood before it is approved.

M E M O R A N D U M

TO: Mayor Robert P. De Groot
Members of the Common Council

FROM: Richard J. Dietz, City Attorney

RE: Recommendation of the Plan Commission
Planned Development District
Property located at 428 N. Superior Street

DATE: March 1, 1988

The Council agenda includes a recommendation from the City Plan Commission with respect to scheduling of a public hearing for the rezoning of the Irwin School site property to Planned Development District. The Plan Commission recommended that the General Development Plan be approved as submitted, subject to the insertion of a limiting condition on the permitted uses. The language of that Plan Commission recommendation has been referred to my office for review.

On the basis of my understanding of the concerns expressed at the Plan Commission, I would recommend that the Plan Commission recommendation be amended by inserting the following language in place of the language contained in the original recommendation:

Permitted Uses: Use of the building and premises at 428 N. Superior Street shall be limited to business offices or professional offices which do not engage in either retail or wholesale sale of merchandise or goods to the general public and whose customers or clients are usually and customarily accommodated by the use of scheduled appointments so that the frequency of customer or client traffic does not become a source of disruption to the residential quality or character of the surrounding neighborhood, or, business offices or professional offices where the predominant method of conducting business is by means of mail, telecommunications, or off-site contact or consultation with customers or clients.

RJD

:ja

Item 5: Review the Rezoning Application for parcel ED-477 (428 N Superior St) from General Business with a Planned Development District Overlay (B2-PDD) to Single and Two Family Residence with a Planned Development District Overlay (R2-PDD). Applicant: Tadych Investment Partners.*

Description: The current site is the location of the former Irwin School which has been used as an office complex. The building has been vacant for multiple years.

Location: 428 N Superior (see map)

Zoning

Existing Zoning: B2-PDD. In 1988, the former school was rezoned to allow office space. (Please see attached memo from 1988)

Proposed Zoning: The property would maintain the PDD overlay however it would be returned back with a baseline zoning of R-2. The purpose of the Planned Development District is to promote the maximum benefit from coordinated area site planning, diversified location of structures, mixed compatible uses, provide for a safe and efficient system of pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and ensure adequate planning.

Adjacent Zoning: Entire site is surrounded by R-2.

Land Use

Current use: Office space; however building is vacant.

Use of Adjacent Property: Uses are consistent with the zoning which is R-2.

Suitability to Existing Zoning: The existing zoning was restricted to office use only.

Suitability to Proposed Zoning: Baseline zoning would match surrounding zoning.

Effects of Proposed Rezoning

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



General Development Plan

As part of the rezoning to a PDD Overlay, the submittal also requires that a General Development Plan (GDP) be submitted and approved by the Plan Commission and Common Council.

For this project, the existing building would be removed. Ten lots would be created for single family homes. The lots would be generally 40' wide and 140' deep. The lot sizes would be narrow; however they would be compatible with the existing neighborhood which predominately has 60' lots in width.

While there are individual homes, the entire site would be governed under an Owner's Association. (Please see application memo from Tadych). The homes would be accessed from a private alley. The site is composed of approximately 24,000 sq ft of residential building, 11,500 sq ft of hard surface and 25,900 sq ft of green space.

Public Works:

1. Abandon all existing unused utility connections to the property at the main and under the observation of City personnel. Abandon the existing water service by closing the corporation and removing the water service.
2. Public utilities will be extended to the site along a private alley. Provide a 30' easement centered on the alley for the entire length for these utilities. The City will design and construct these utilities.
3. Remove the curb openings to close unused existing driveways by replacing the curb to the joint. Complete new curb cuts to comply with the City curb cut permit requirements.
4. A storm water management plan is required for this site redevelopment that will achieve 40% TSS removal. Submit calculations to show the peak post development discharge rate does not exceed the peak pre-developed discharge rate for the two-year, ten-year, and 100-year design storms. Use CN=71 to determine the peak pre-development discharge rates. Notify the City if there are site constraints for limiting the peak flow.
5. Curb cut permits are required for new driveways.

Fire:

1. No specific comments on the general development plan.

Forestry:

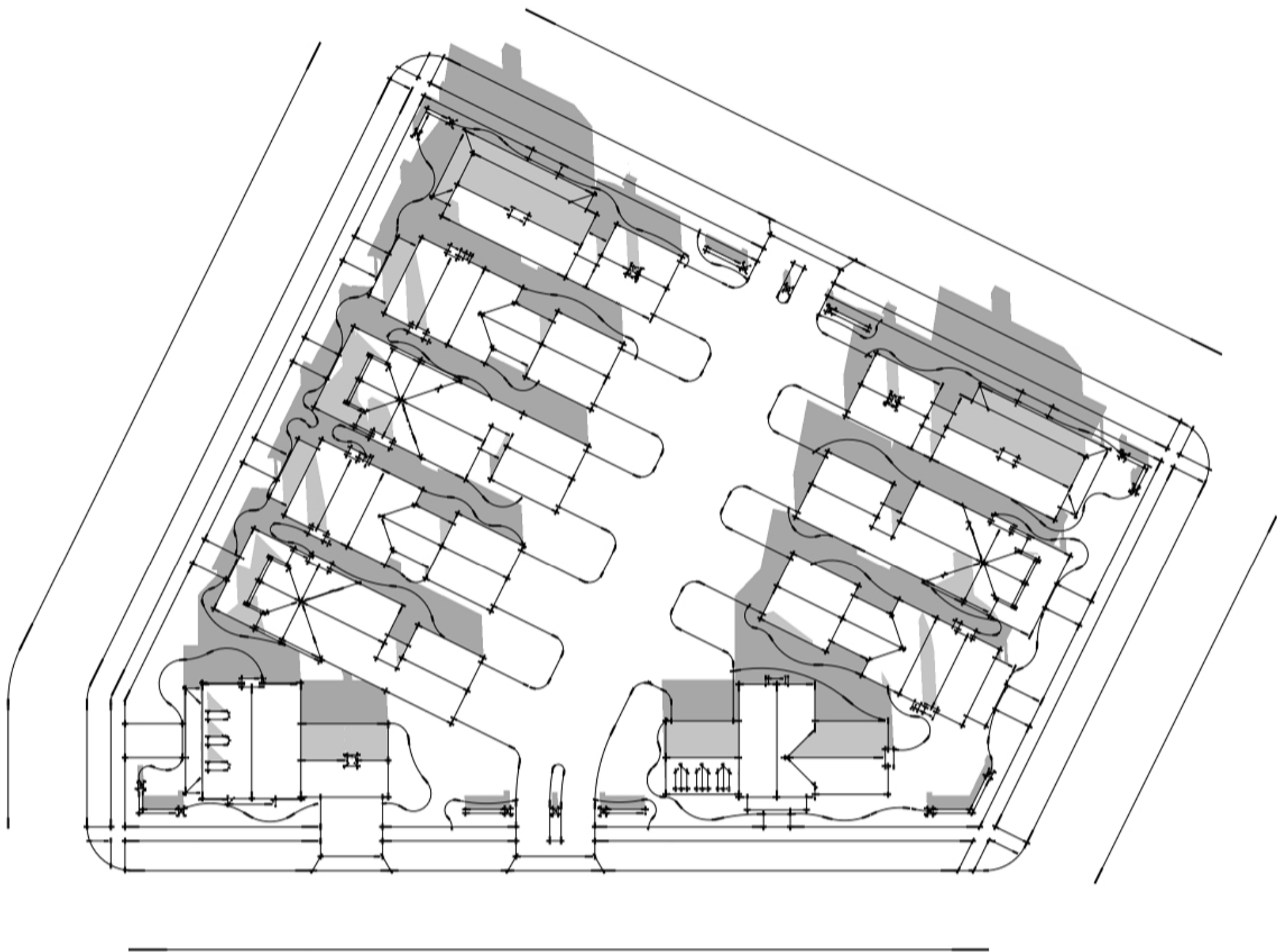
1. No review for general development plan.

Building/Planning:

1. The Plan Commission may want to provide some input on the overall architectural design for the development. The site does not need to be historic; however some design consideration may be suggested so it is still compatible with the neighborhood.

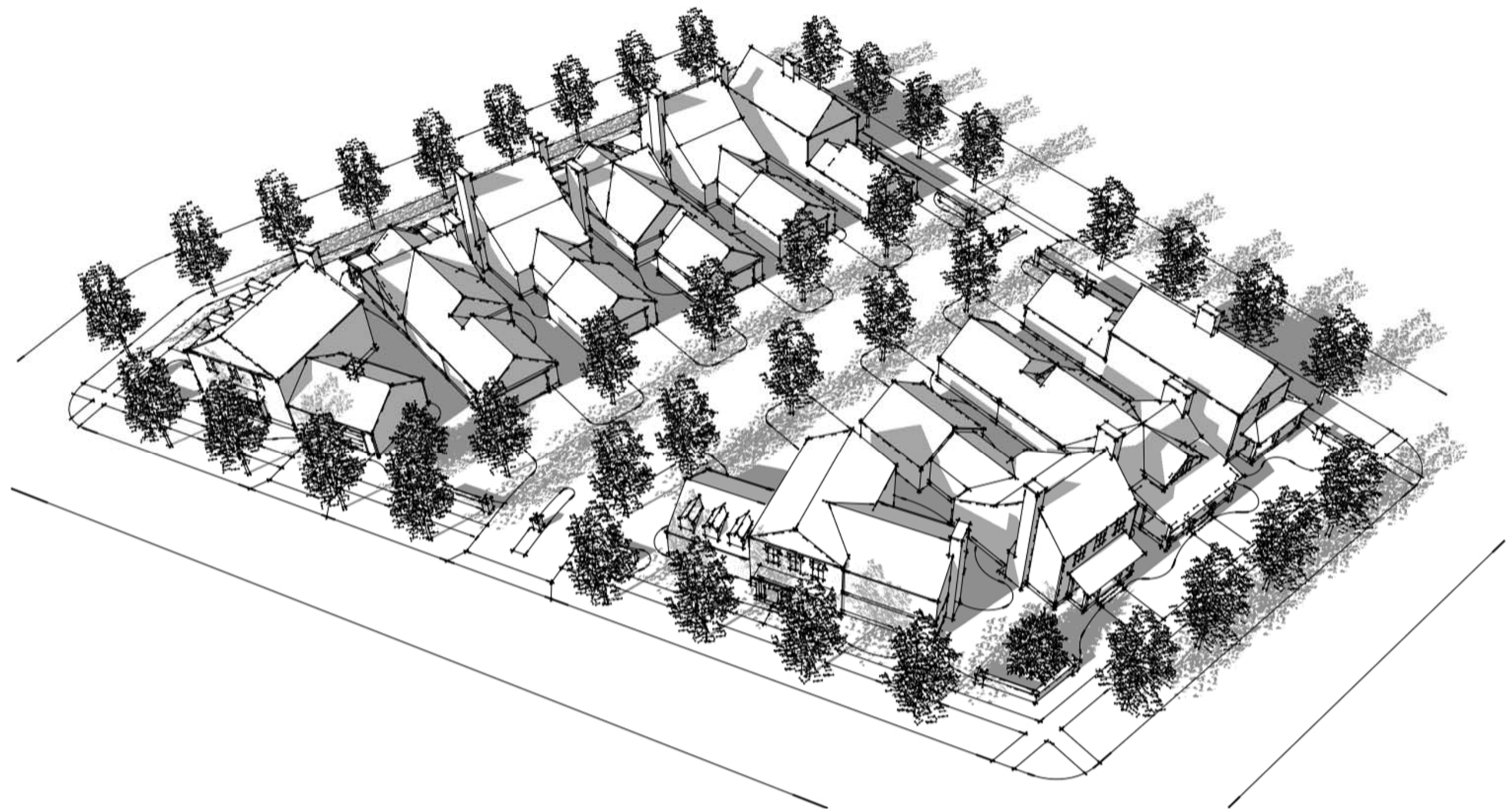
Recommendation

Staff would recommend that the rezoning and general development plan be approved and forwarded to Council. As part of the recommendation, staff would recommend that a summary be provided to the Council on the status of the existing building in why it cannot be re-used.

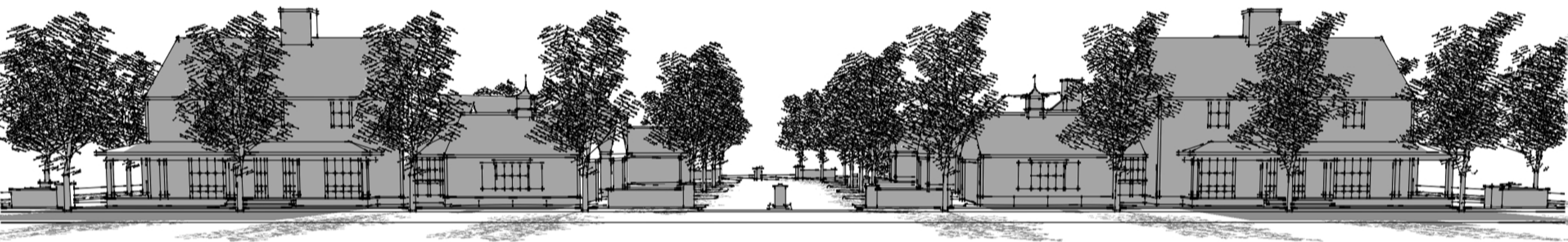


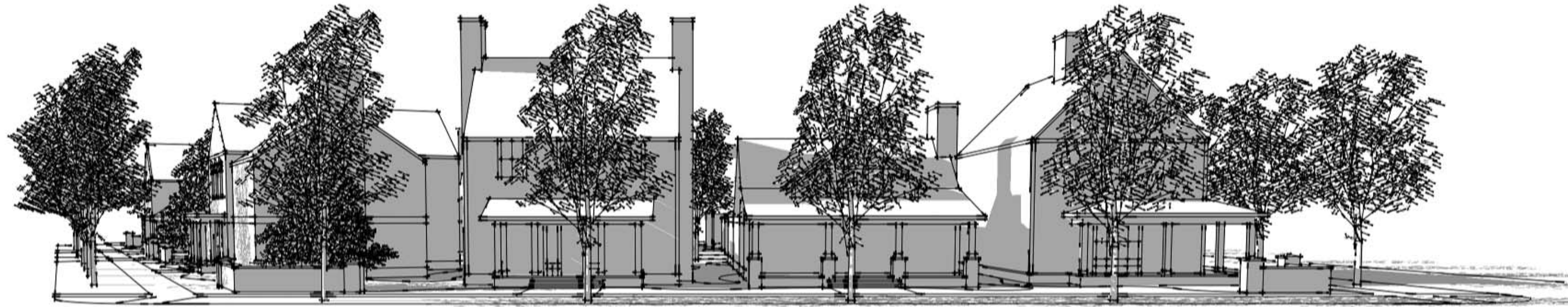
Attachment: Irwin 3D Sketches (3522 : Ordinance #15-18, Rezoning Certain Property)

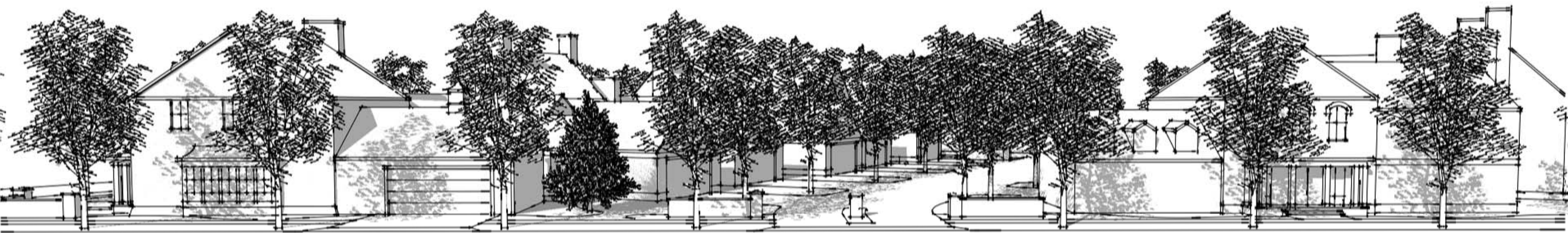




Attachment: Irwin 3D Sketches (3522 : Ordinance #15-18, Rezoning Certain Property)









June 11, 2015

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

Re: 428 N. Superior Street, De Pere, WI (the "Property")

Dear Ken:

We understand that members of Common Council are likely to make inquiry into what efforts our team has undertaken to analyze the potential re-use of the building existing on the site today. The purpose of my letter is to address such inquiry.

Shortly after placing the subject property under contract, the current owner delivered to us copies of some preliminary drawings showing 9 residential condominium units laid out inside of the existing structure on the site. For many reasons, including code compliance, life safety, accessibility, parking, function and marketability, we did not find the plans to be workable.

However, we did contemplate converting the building into 9 multi-family rental units of approximately 1,300 SF each. Our thought was to maintain the general layout of common corridors, add an elevator in the middle lobby, and proceed with a full gut of the balance of the building. A preliminary financial proforma is attached. As you will see, our preliminary underwriting indicated that the costs to convert the building are more than twice the market value of the building after the conversion. Even if we were able to obtain tax credits equal to 25% of the total project costs, the conversion still would not make financial sense. Give the magnitude of the difference, we elected to abandon further pursuit of a conversion and have focused on redeveloping the site per the General Development Plan to be considered next Tuesday.

If you have any questions regarding our preliminary analysis, I would be happy to get together with you to discuss in greater detail.

Sincerely,

Jason T. Tadych
Principal
(920) 277-4739
Jason@tip-llc.com

Attachment: Reuse-Analysis (3522 : Ordinance #15-18, Rezoning Certain Property)

Irwin School - 9 Apartments
PROJECT COST BUDGET
11-Jun-15

PARCEL SIZE (ACRES): 1.30
 NO. OF UNITS 9

	COST ESTIMATE	PER UNIT	ACTUAL COST	PSF	COMMENTS/NOTES
LAND	\$ 430,000	\$ 47,778	\$ -	-	Purchase Price
PERMITS & FEES					
Building Permit Fees	\$ 25,000	\$ 2,778	\$ -	-	Allowance
Design Review Fees	\$ -	\$ -	\$ -	-	
SAC/WAC	\$ -	\$ -	\$ -	-	
Utility Fees	\$ -	\$ -	\$ -	-	
Other	\$ -	\$ -	\$ -	-	
SUBTOTAL - PERMITS & FEES	\$ 25,000	\$ 2,778	\$ -	-	
SITE & SHELL COST					
Demolition	\$ -	\$ -	\$ -	-	
Site Utilities	\$ 175,000	\$ 19,444	\$ -	-	City of De Pere Estimate
Parking Garage	\$ 150,000	\$ 16,667	\$ -	-	Allowance
Interior Improvements	\$ 770,000	\$ 85,556	\$ -	-	\$50 PSF Allowance
Signage	\$ -	\$ -	\$ -	-	
Other	\$ -	\$ -	\$ -	-	
SUBTOTAL - SITE & SHELL COST	\$ 1,095,000	\$ 121,667	\$ -	-	
TI COST					
TI Allowance	\$ -	\$ -	\$ -	-	
Other	\$ -	\$ -	\$ -	-	
SUBTOTAL - TI COST	\$ -	\$ -	\$ -	-	
DESIGN					
Civil Engineering & Survey	\$ 15,000	\$ 1,667	\$ -	-	Allowance
Architecture & Structure	\$ 100,000	\$ 11,111	\$ -	-	Allowance
Other	\$ -	\$ -	\$ -	-	
SUBTOTAL - DESIGN COSTS	\$ 115,000	\$ 12,778	\$ -	-	
SOFT COSTS					
Marketing/Leasing	\$ 9,000	\$ 1,000	\$ -	-	
Real Estate Taxes	\$ 14,000	\$ 1,556	\$ -	-	1 Year
Construction & Lease Up Interest	\$ 24,436	\$ 2,715	\$ -	-	1 Year
Loan Fees	\$ 2,715	\$ 302	\$ -	-	50 basis points
Closing Costs	\$ 1,500	\$ 167	\$ -	-	Allowance Item
Title Insurance	\$ 2,500	\$ 278	\$ -	-	Allowance Item
Appraisal	\$ 3,500	\$ 389	\$ -	-	Allowance Item
Acquisition/Development Fee	\$ 58,516	\$ 6,280	\$ -	-	3% of Total Project Cost
Asbestos Survey	\$ 1,500	\$ 167	\$ -	-	Per Bid
Phase 1	\$ 2,500	\$ 278	\$ -	-	Allowance Item
Builder's Risk Insurance	\$ 1,500	\$ 167	\$ -	-	Allowance Item
Legal	\$ 5,000	\$ 556	\$ -	-	
Other	\$ -	\$ -	\$ -	-	
SUBTOTAL - SOFT COSTS	\$ 124,667	\$ 13,852	\$ -	-	
CONTINGENCY	\$ 94,193	\$ 10,466	\$ -	-	5% of Total Project Cost
TOTAL PROJECT COST	\$ 1,883,860	\$ 209,318	\$ -	-	

Attachment: Reuse-Analysis (3522 : Ordinance #15-18, Rezoning Certain Property)

Irwin School - 9 Apartments
PROJECT PROFORMA
11-Jun-15

PARCEL SIZE (ACRES): 1.30
 NO. OF UNITS 9

PROJECT COST SUMMARY	TOTAL	PER UNIT	COMMENTS/NOTES
Purchase Price	\$ 430,000	\$ 47,778	
Permits & Fees	\$ 25,000	\$ 2,778	
Site & Shell Construction Cost	\$ 1,095,000	\$ 121,667	
Tenant Improvements	\$ -	\$ -	
Design Costs	\$ 115,000	\$ 12,778	
Soft Costs	\$ 124,667	\$ 13,852	
Contingency	\$ 94,193	\$ 10,466	
Total Project Cost	\$ 1,883,860	\$ 209,318	

PROJECT CASH FLOW	NO.	RENT /MO	TOTAL	PER UNIT	COMMENTS/NOTES
Residential Units	9	\$ 1,000.00	\$ 108,000	\$ 12,000	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
			\$ -	\$ -	
Total Rental Income			\$ 108,000	\$ 12,000	
Expense Reimbursements			\$ -	\$ -	
Other Income			\$ -	\$ -	
Total Gross Income			\$ 108,000	\$ 12,000	
Vacancy & Collection	5.00%		\$ (5,400)	\$ (600)	
Effective Gross Income			\$ 102,600	\$ 11,400	
Operating Expenses					
Labor			\$ -	\$ -	
Administrative			\$ (1,500)	\$ (167)	
Misc.			\$ (1,500)	\$ (167)	
Maintenance			\$ (4,500)	\$ (500)	
Utilities			\$ (2,500)	\$ (278)	House Meters Only
Property Taxes			\$ (18,000)	\$ (2,000)	
Property Ins.			\$ (1,800)	\$ (200)	
Management Fee			\$ (5,130)	\$ (570)	Assumes 5% of Gross Rents
Operating Expenses	32.34%		\$ (34,930)	\$ (3,881)	RETURN ON COST
Net Operating Income			\$ 67,670	\$ 7,519	3.59%
Debt Service Bank Loan			\$ (41,226)	\$ (4,581)	
Debt Service City Loan			\$ -	\$ -	
Reserves			\$ (2,700)	\$ (300)	RETURN ON EQUITY
Net Cash Flow			\$ 23,744	\$ 2,638	2.73%
					CASH ON CASH RETURN TO INVESTOR
Investor Share of Cash Flow	75.00%		\$ 17,808		2.05%
Developer Share of Cash Flow	25.00%		\$ 5,936		

PROJECT CAPITALIZATION	TOTAL	PER UNIT	COMMENTS/NOTES
Appraisal Value if Cap Rate = 8.00%	\$ 845,875	\$ 93,986	
Construction Loan			
Maximum LTC 80.00%	\$ 1,507,088		
Maximum LTV 75.00%	\$ 634,406		
Interest Rate 4.50%			
Amortization 20			
Maximum Bank Loan Amount	\$ 634,406	\$ 70,490	
Tax Credits	\$ 470,965	\$ 52,329	
Equity Required	\$ 778,489	\$ 86,499	
Debt Service Coverage	1.64		
LTC	33.68%		

Attachment: Reuse-Analysis (3522 : Ordinance #15-18, Rezoning Certain Property)

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

MEETING DATE: June 16, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on an application for a Class "A" Beer & "Class A" Liquor License for DU Convenience, 1605 Fort Howard Ave., submitted by DU Convenience, Agent: Sharada Adhikari, 4024 E. Braeburn Dr., Appleton, WI 54913.

ATTACHMENTS:

- 06-16-15 DU Convenience (PDF)

6.a

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 01 2015 ;
ending June 30 2016

TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of
☒ City of De Pere

County of Brown 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): DU Convenience

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>Member Sharada Adhikari</u>	<u>4024 E Braeburn Dr Appleton WI</u>	<u>54913</u>
Vice President/Member	<u>Member Jeeta Paudel</u>	<u>5109 N Appleton Dr Appleton WI</u>	<u>54913</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Sharada Adhikari</u>	<u>4024 E. Braeburn Dr. Appleton WI</u>	<u>54913</u>
Directors/Managers			

3. Trade Name DU Convenience Business Phone Number 920-809-2600
4. Address of Premises 1605 Fort Howard Ave. Post Office & Zip Code De Pere WI 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 Wisconsin and date 5/20/2015 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, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Approx. 2500 sq ft building made with concrete & blocks.

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? DJ Convenience

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 they must hold a Wisconsin Seller's Permit? [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 1st day of June, 2015

[Signature]
(Clerk/Notary Public)

My commission expires May 31, 2019

[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>6-1-15</u>	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 16, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2015 to June 30, 2016.

ATTACHMENTS:

- 06-16-15 Liquor License Renewal List (PDF)

June 16, 2015 LICENSE COMMITTEE MEETING:

Renewal Applications for Class "A" Fermented Malt Beverage Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2015 to June 30, 2016.

CLASS "A" BEER

- 1) Walgreens #15637, 150 S. Wisconsin St., submitted by Walgreen Co., Agent: Toni Minor, 1150 Redwood Dr., Green Bay, WI 54304.

CLASS "B" BEER & "CLASS B" LIQUOR

- 1) Julie's Café/Brickhouse, 500 Grant St., submitted by GSO LLC, Agent: Troy Metzler, 2058 E. Vista Cir., De Pere, WI 54115.
- 2) Keweenaw Pub, 368 Main Ave., submitted by Keweenaw Pub, Inc., Agent: Casey Lane Hawkinson, 368 Main Ave., Apt. 1, De Pere, WI 54115.
- 3) Mixer's Lounge, 413 Main Ave., WI submitted by Mixer's Lounge LLC Agent: Christopher L. McKeefry, 1122 Countryside Dr., De Pere, WI 54115.
- 4) Pasquale's International Café, 305 Main Ave., submitted by Pasquales International Café, LLC Agent: William A. Lemke, 1841 Adler Way, Green Bay, WI 54303.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Recommendation from the Board of Public Works to Award Project 15-07 Asphalt, Curb, and Sewer Repair to MCC, Inc. in the Amount of \$1,017,238.49.

The Board of Public Works recommendation is to award the bid to MCC, Inc. in the amount of \$1,017,238.49.

The Engineering Department received bids for Project 15-07 Asphalt, Curb, and Sewer Repair on May 28th. This work includes: spot storm sewer repair; inlet repair and replacement; manhole replacement, adjustment and repair; new curb & gutter; spot curb and gutter repair and replacement; mud-jacking curb, milling and pulverizing asphaltic concrete pavement; asphaltic concrete paving; asphaltic concrete pavement patching; storm manhole construction on existing sewer; sidewalk and driveway removal and replacement; unclassified excavation; borrow; and terrace landscape restoration. The bids received were as follows:

Bidder	Amount
MCC, Inc.	\$1,017,238.49
Northeast Asphalt, Inc.	\$1,175,618.64

The budgeted amount from the capital improvement budget is \$1,098,000. Funding will be \$503,000 from the street management account, \$37,000 from the police capital projects fund, \$493,000 from the parks capital improvements fund, \$35,000 from the storm water management account, \$10,000 from the sewer management account, \$20,000 for street surface on South Melcorn Circle.

ATTACHMENTS:

- 15-07 Bid Tab(PDF)

PROJECT 15-07 ASPHALT, CURB, AND SEWER REPAIR

8.a

BID TAB



				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	EACH	3	\$ 404.10	\$ 1,212.30	\$ 520.00	\$ 1,560.00
SS-02	Remove and Replace 4' Diameter Sanitary Manhole	VF	7	\$ 505.12	\$ 3,535.84	\$ 550.00	\$ 3,850.00
STORM SEWER							
ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	710	\$ 50.51	\$ 35,862.10	\$ 60.00	\$ 42,600.00
ST-02	Install 8" PVC Storm - Roof Drains	LF	540	\$ 46.47	\$ 25,093.80	\$ 57.20	\$ 30,888.00
ST-03	Remove and Replace Type B Inlet	EACH	1	\$ 2,121.51	\$ 2,121.51	\$ 2,290.00	\$ 2,290.00
ST-04	Provide Type B Inlet	EACH	3	\$ 1,919.46	\$ 5,758.38	\$ 1,950.00	\$ 5,850.00
ST-05	Provide Nyloplast Yard Drain	EACH	1	\$ 1,565.87	\$ 1,565.87	\$ 1,560.00	\$ 1,560.00
ST-06	Install 4' Diameter Storm Manhole	VF	65	\$ 454.61	\$ 29,549.65	\$ 465.00	\$ 30,225.00
ST-07	Install 6' Diameter Storm Manhole	VF	6	\$ 681.91	\$ 4,091.46	\$ 760.00	\$ 4,560.00
ST-08	Remove Inlet and Lead	LS	1	\$ 656.66	\$ 656.66	\$ 700.00	\$ 700.00
ST-09	Storm Sewer Dig Down	EACH	1	\$ 530.38	\$ 530.38	\$ 585.00	\$ 585.00
ST-10	Remove 4' Diameter Storm Manhole	EACH	1	\$ 808.19	\$ 808.19	\$ 370.00	\$ 370.00
ST-11	Core Drill Existing Main With NPC Kor-N-Tee	EACH	9	\$ 202.05	\$ 1,818.45	\$ 655.00	\$ 5,895.00
ST-12	Reconnect to Manhole and Existing Pipe	EACH	9	\$ 303.07	\$ 2,727.63	\$ 685.00	\$ 6,165.00
ST-13	Install 12-Inch Concrete Endwall	EACH	4	\$ 479.86	\$ 1,919.44	\$ 561.60	\$ 2,246.40
STREET AND DRAINAGE CONSTRUCTION							
SD-01	Remove Curb & Gutter	LF	320	\$ 6.06	\$ 1,939.20	\$ 6.25	\$ 2,000.00
SD-02	Provide 24" Curb & Gutter	LF	210	\$ 25.26	\$ 5,304.60	\$ 26.00	\$ 5,460.00
SD-03	Remove and Replace Curb & Gutter	LF	2,600	\$ 34.25	\$ 89,050.00	\$ 35.25	\$ 91,650.00

Attachment: 15-07 Bid Tab (3565 : Recommendation from the BOPW to Award Project 15-07 Asphalt,

PROJECT 15-07 ASPHALT, CURB, AND SEWER REPAIR
8.a
BID TAB


				BIDDER NO. 1		BIDDER NO. 2	
				MCC, Inc.		Northeast Asphalt, Inc.	
SD-04	Remove and Replace 8-Inch Reinforced Concrete Pavement	SY	125	\$ 89.81	\$ 11,226.25	\$ 92.45	\$ 11,556.25
SD-05	8-Inch Doweled Concrete Pavement	SY	1,020	\$ 73.65	\$ 75,123.00	\$ 75.80	\$ 77,316.00
SD-06	Remove 8-Inch Doweled Concrete Pavement	SY	675	\$ 8.08	\$ 5,454.00	\$ 8.30	\$ 5,602.50
SD-07	Remove and Replace Concrete Sidewalk or Driveway 6-Inch	SY	400	\$ 55.82	\$ 22,328.00	\$ 57.45	\$ 22,980.00
SD-08	Remove and Replace Concrete Sidewalk 4-Inch	SY	270	\$ 52.03	\$ 14,048.10	\$ 53.55	\$ 14,458.50
SD-09	Provide 4" Concrete Surface Drain to include Excavation, Wire Mesh, 6-inch Base Construction	SY	16	\$ 99.00	\$ 1,584.00	\$ 101.90	\$ 1,630.40
SD-10	Pulverize Asphaltic Concrete Pavement	SY	9,400	\$ 1.53	\$ 14,382.00	\$ 1.10	\$ 10,340.00
SD-11	Mill Asphaltic Concrete Pavement	SY	27,200	\$ 2.07	\$ 56,304.00	\$ 2.10	\$ 57,120.00
SD-12	Asphaltic Concrete Pavement Type E-1 (PG58-28) Overlay or Upper Layer	TON	5,500	\$ 51.81	\$ 284,955.00	\$ 63.50	\$ 349,250.00
SD-13	Asphaltic Concrete Pavement Type E0.3 or E-1 (PG58-28) Lower Layer	TON	1,700	\$ 56.36	\$ 95,812.00	\$ 65.40	\$ 111,180.00
SD-14	Provide Large Asphalt Patch Type E-1, (PG58-28)	SY	2,200	\$ 19.62	\$ 43,164.00	\$ 43.40	\$ 95,480.00
SD-15	Provide Small Asphalt Patch Type E-1, (PG58-28)	SY	550	\$ 41.46	\$ 22,803.00	\$ 51.50	\$ 28,325.00
SD-16	Remove asphalt and re-pave 4" Hand Work - MSC	SY	610	\$ 24.75	\$ 15,097.50	\$ 44.50	\$ 27,145.00
SD-17	Provide 3/4-inch Crushed Aggregate Base Course	TON	2,500	\$ 16.56	\$ 41,400.00	\$ 13.40	\$ 33,500.00
SD-18	Provide Detectable Warning Fields Yellow	EACH	14	\$ 226.29	\$ 3,168.06	\$ 232.90	\$ 3,260.60
SD-19	Provide Curb & Gutter Mud-Jacking	LF	75	\$ 16.16	\$ 1,212.00	\$ 10.15	\$ 761.25
SD-20	Unclassified Excavation	CY	1,900	\$ 20.46	\$ 38,874.00	\$ 12.45	\$ 23,655.00
SD-21	Borrow	CY	246	\$ 16.84	\$ 4,142.64	\$ 5.00	\$ 1,230.00

Attachment: 15-07 Bid Tab (3565 : Recommendation from the BOPW to Award Project 15-07 Asphalt,

PROJECT 15-07 ASPHALT, CURB, AND SEWER REPAIR

8.a

BID TAB



				BIDDER NO. 1		BIDDER NO. 2	
				MCC, Inc.		Northeast Asphalt, Inc.	
SD-22	Curb Repair and Combination Inlet Frame	LS	1	\$ 1,717.41	\$ 1,717.41	\$ 1,750.00	\$ 1,750.00

SPECIAL CONSTRUCTION

SP-01	Silt Fence Erosion Control	LF	125	\$ 4.23	\$ 528.75	\$ 3.50	\$ 437.50
SP-02	Inlet Protection, Type B	EACH	8	\$ 76.13	\$ 609.04	\$ 50.00	\$ 400.00
SP-03	Geogrid Reinforcement	SY	1,200	\$ 2.00	\$ 2,400.00	\$ 1.25	\$ 1,500.00
SP-04	Geotextile Fabric, Type	SY	1,200	\$ 2.00	\$ 2,400.00	\$ 0.85	\$ 1,020.00
SP-05	Provide Light Riprap to include Excavation, Geotextile Fabric, 6-inch Base Construction	SY	22	\$ 29.39	\$ 646.58	\$ 10.40	\$ 228.80
SP-06	Adjust Inlet	EACH	33	\$ 454.61	\$ 15,002.13	\$ 450.00	\$ 14,850.00
SP-07	Adjust Manhole	EACH	37	\$ 434.40	\$ 16,072.80	\$ 395.00	\$ 14,615.00
SP-08	Reconstruct Inlet	VF	1	\$ 505.12	\$ 656.66	\$ 566.80	\$ 736.84
SP-09	Landscaping-Topsoil, Seed and Mulch	SY	750	\$ 10.10	\$ 7,575.00	\$ 26.00	\$ 19,500.00
SP-10	Pavement Marking Parking Stall (Paint) (4-Inch "White")	LF	4,000	\$ 0.51	\$ 2,040.00	\$ 0.52	\$ 2,080.00
SP-11	Pavement Marking Symbol (Paint) (Handicap Symbol "White")	EACH	13	\$ 30.31	\$ 394.03	\$ 31.20	\$ 405.60
SP-12	Remove & Replace Existing Fence	LS	1	\$ 2,573.08	\$ 2,573.08	\$ 4,850.00	\$ 4,850.00
TOTAL				\$ 1,017,238.49		\$ 1,175,618.64	

Attachment: 15-07 Bid Tab (3565 : Recommendation from the BOPW to Award Project 15-07 Asphalt,

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award of Project 15-06 Lawrence Drive Sidewalk to Sommers Construction Company, Inc. In the Amount of \$676,961.40

The Board of Public Works recommendation is to award the bid to Sommers Construction Company, Inc. in the amount of \$676,961.40.

The Engineering Department received bids on Project 15-06 Lawrence Drive Sidewalk on May 28th, 2015. This project involves construction of sidewalk along Lawrence Drive between County Claire Road and Scheuring Road. The bids received were as follows:

Bidder	Amount
Sommers Construction Company, Inc.	\$676,961.40
Al Dix Concrete Inc.	\$693,022.50
Martell Construction, Inc.	\$740,681.35

The budgeted amount from the capital improvement budget is \$795,300. Funding will be \$457,600 from general obligation debt and \$337,700 from special assessment.

ATTACHMENTS:

- 15-06 Bid Tab(PDF)

PROJECT 15-06 Lawrence Drive Sidewalk

9.a

BID TAB



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Sommers Construction Co., Inc.		Al Dix Concrete Inc.		Martell Construction, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER									
ST-01	Provide 6" PVC Storm Sewer (Natural Backfill)	LF	72	\$ 34.20	\$ 2,462.40	\$ 55.00	\$ 3,960.00	\$ 35.00	\$ 2,520.00
ST-02	Provide 8" PVC Storm Sewer (Natural Backfill)	LF	155	\$ 43.60	\$ 6,758.00	\$ 60.00	\$ 9,300.00	\$ 39.00	\$ 6,045.00
ST-03	Provide 12" PVC Storm Sewer (Natural Backfill)	LF	20	\$ 55.00	\$ 1,100.00	\$ 65.00	\$ 1,300.00	\$ 45.00	\$ 900.00
ST-04	Provide Field Inlet or 12" Nyloplast Inlet (HS10 Loading)	EA	5	\$ 1,200.00	\$ 6,000.00	\$ 1,300.00	\$ 6,500.00	\$ 1,100.00	\$ 5,500.00
ST-05	Provide Field Inlet or 8" Nyloplast Inlet (HS10 Loading)	EA	1	\$ 750.00	\$ 750.00	\$ 600.00	\$ 600.00	\$ 1,050.00	\$ 1,050.00
ST-06	Core Drill and Connection to Existing Storm Structure	EA	5	\$ 650.00	\$ 3,250.00	\$ 300.00	\$ 1,500.00	\$ 750.00	\$ 3,750.00
STREET DRAINAGE									
SD-01	Grubbing	LS	1	\$ 18,900.00	\$ 18,900.00	\$ 45,000.00	\$ 45,000.00	\$ 3,600.00	\$ 3,600.00
SD-02	Select Borrow	CY	390	\$ 24.35	\$ 9,496.50	\$ 15.00	\$ 5,850.00	\$ 25.00	\$ 9,750.00
SD-03	Topsoil and Unclassified Excavation for the Retaining Wall	CY	298	\$ 22.00	\$ 6,556.00	\$ 15.00	\$ 4,470.00	\$ 14.00	\$ 4,172.00
SD-04	Provide 1 1/4" Crushed Aggregate Base Course	TON	2820	\$ 14.75	\$ 41,595.00	\$ 18.00	\$ 50,760.00	\$ 15.50	\$ 43,710.00
SD-05	Provide Asphaltic Concrete Pavement Type E0.3, (PG 58-28) – 3" Depth	SY	200	\$ 31.10	\$ 6,220.00	\$ 40.00	\$ 8,000.00	\$ 41.85	\$ 8,370.00
SD-06	Provide Asphaltic Concrete Pavement Type E0.3, (PG 58-28) – 4" Depth	SY	395	\$ 38.00	\$ 15,010.00	\$ 40.00	\$ 15,800.00	\$ 50.71	\$ 20,030.45
SD-07	Provide 24" Concrete Curb and Gutter	LF	155	\$ 22.00	\$ 3,410.00	\$ 26.00	\$ 4,030.00	\$ 30.00	\$ 4,650.00
SD-08	Provide 8" Depth Concrete Driveway Aprons	SY	650	\$ 44.15	\$ 28,697.50	\$ 42.30	\$ 27,495.00	\$ 53.15	\$ 34,547.50
SD-09	Provide 8" Depth Concrete Sidewalk	SY	360	\$ 44.15	\$ 15,894.00	\$ 42.30	\$ 15,228.00	\$ 55.05	\$ 19,818.00
SD-10	Provide 6" Depth Concrete Driveway Aprons	SY	900	\$ 35.85	\$ 32,265.00	\$ 37.80	\$ 34,020.00	\$ 51.80	\$ 46,620.00

Attachment: 15-06 Bid Tab (3564 : Recommendation from the BOPW to Award of Project 15-06 Lawrence

PROJECT 15-06 Lawrence Drive Sidewalk

BID TAB



9.a

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Sommers Construction Co., Inc.		Al Dix Concrete Inc.		Martell Construction, Inc.	
SD-11	Provide 6" Depth Concrete Sidewalk and Ramps	SY	690	\$ 35.85	\$ 24,736.50	\$ 37.80	\$ 26,082.00	\$ 44.80	\$ 30,912.00
SD-12	Provide 4" Depth Concrete Sidewalk	SY	7480	\$ 39.35	\$ 294,338.00	\$ 33.30	\$ 249,084.00	\$ 48.68	\$ 364,126.40
SD-13	Provide Detectable Warning Field	EA	41	\$ 250.00	\$ 10,250.00	\$ 250.00	\$ 10,250.00	\$ 224.00	\$ 9,184.00
SD-14	Landscaping – Topsoil, Seed, Fertilizer and Mulch- No. 40 Seed Mix	SY	22500	\$ 3.00	\$ 67,500.00	\$ 3.25	\$ 73,125.00	\$ 1.50	\$ 33,750.00
SD-15	Provide Ditch Grading	LF	905	\$ 10.50	\$ 9,502.50	\$ 11.50	\$ 10,407.50	\$ 8.50	\$ 7,692.50
SPECIAL CONSTRUCTION									
SC-01	Provide Silt Fence	LF	1000	\$ 3.00	\$ 3,000.00	\$ 3.25	\$ 3,250.00	\$ 2.00	\$ 2,000.00
SC-02	Provide Sediment Logs Erosion Control	LF	970	\$ 9.00	\$ 8,730.00	\$ 9.50	\$ 9,215.00	\$ 9.00	\$ 8,730.00
SC-03	Provide Inlet Protection Erosion Control	EA	10	\$ 120.00	\$ 1,200.00	\$ 150.00	\$ 1,500.00	\$ 120.00	\$ 1,200.00
SC-04	Provide Erosion Control Revegetation Mat, Class I, type A	SY	130	\$ 2.50	\$ 325.00	\$ 5.00	\$ 650.00	\$ 1.75	\$ 227.50
SC-05	Adjust Inlet	EA	14	\$ 250.00	\$ 3,500.00	\$ 450.00	\$ 6,300.00	\$ 450.00	\$ 6,300.00
SC-06	Adjust Manhole	EA	20	\$ 250.00	\$ 5,000.00	\$ 450.00	\$ 9,000.00	\$ 500.00	\$ 10,000.00
SC-07	Provide Split Block Retaining Wall	SF	715	\$ 51.00	\$ 36,465.00	\$ 54.00	\$ 38,610.00	\$ 39.00	\$ 27,885.00
SC-08	Provide Pavement Marking Epoxy (12-Inch "White")	LF	1280	\$ 7.25	\$ 9,280.00	\$ 10.70	\$ 13,696.00	\$ 13.40	\$ 17,152.00
SC-09	Saw Cut Existing Concrete Curb Head	LF	150	\$ 30.00	\$ 4,500.00	\$ 50.00	\$ 7,500.00	\$ 39.66	\$ 5,949.00
SC-10	Saw Cut Existing Concrete Apron 1-Inch Depth	LF	180	\$ 1.50	\$ 270.00	\$ 3.00	\$ 540.00	\$ 3.00	\$ 540.00
TOTAL AMOUNT BID					\$676,961.40		\$693,022.50		\$740,681.35

Attachment: 15-06 Bid Tab (3564 : Recommendation from the BOPW to Award of Project 15-06 Lawrence

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation from Finance Committee to Encumber Police Squad Vehicle Trade-in Money for Future Squad/body Cameras.

The police department replaces patrol vehicles (squads) from time to time and part of that process involves a trade-in value returned to the city general fund. This year the department received \$13,400 from the trade-in of old squads.

The department wishes to purchase cameras for patrol squads or body cameras for each officer. The cost of the cameras and data storage is not fully known at the time of this memo as research is being finalized.

The department thus proposes to the council the \$13,400 trade-in money be encumbered and used, along with federal and state forfeiture money, to purchase squad/body cameras and storage capacity. Forfeitures are money seized from drug or human trafficking criminals by the police/court and returned directly to the police department for purchasing equipment.

If this request to encumber the trade-in money is approved, the department will return with a detailed proposal for squad/body cameras and the breakdown of payment methods within this year's budget.

Thank you for your time and if you should have any questions, please contact me at your convenience.

ATTACHMENTS:

- 2015 ewald check (PDF)

CHECK
CONTROL NO. 129784

ISSUED BY: JH

PAGE 1C

INVOICE STOCK NO.	INVOICE DATE	PURCHASE ORDER NO.	COMMENT/V.I.N.	AMOUNT	DISCOUNT/ACCOUNT NO.	NET AMOUNT
Gen'l Fund	051515	PURCH OF 12	CHV IMPALA GP1457			4,800.00
		PURCH OF 11	CHV IMPALA GP1456			3,800.00
		PURCH OF 12	CHV IMPALA GP1455			4,800.00
				129784	2*2103	-13,400.00
				GP1457	2*2127	4,800.00
				GP1457	2*2127	450.00
				54028	2*2217C	-200.00
				146887	2*2217C	-25.00
				622	2*2217C	-150.00
				216188	2*2217C	-25.00
					2*2200M	-50.00
				GP1457	2*2127	200.00
					2*2448C	-200.00
				GP1456	2*2127	3,800.00
				GP1456	2*2127	450.00
				54028	2*2217C	-200.00
				146887	2*2217C	-25.00
				622	2*2217C	-150.00
				216188	2*2217C	-25.00
					2*2200M	-50.00
				GP1455	2*2127	4,800.00
				GP1455	2*2127	450.00
				54028	2*2217C	-200.00
				146887	2*2217C	-25.00
				622	2*2217C	-150.00
				216188	2*2217C	-25.00
					2*2200M	-50.00
				GP1456	2*2127	200.00
					2*2448C	-200.00
				GP1455	2*2127	200.00
					2*2448C	-200.00
"THIS CHECK IS MADE PAYABLE THROUGH THE SALE, LEASE, RENTAL OR SERVICING OF A NEW OR USED VEHICLE FROM THE EWALD AUTOMOTIVE GROUP"						
				TOTAL	2103	13,400.00



VISIT US AT
WWW.EWALDAUTO.COM

DETACH AT PERFORATION BEFORE DEPOSITING CHECK
The Reynolds and Reynolds Company CC698714 Q (09/15)

REMITTANCE ADVISORY

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



EWALD CHEVROLET BUICK, LLC.

N48 W36833 Wisconsin Avenue • Oconomowoc, WI 53066
Tel: 262-567-5555 • www.ewaldauto.com



BMO Harris Bank

12-5
750

129784

129784

DATE
15MAY15

PAY THIS AMOUNT
*****13,400 DOLLARS 00 CENTS

AMOUNT OF CHECK
*****13,400.00

57478

TWO SIGNATURES REQUIRED
VOID AFTER 90 DAYSTO
THE
ORDER
OF

CITY OF DEPERE

BY

BY

AUTHORIZED SIGNATURE

⑈ 129784 ⑈ ⑆ 071000288 ⑆ 00122⑈8285⑈

Packet Pg. 46

Attachment: 2015 ewald check (3587 : Recommendation from F/P Trade-in encumbrance for squad cameras)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Recommendation from the Historic Preservation Commission to approve the Front Street mural project.

The attached document provides a brief summary of a project that would be completed by students from East De Pere High School. The preferred date for the project would be on July 6-8th. The City would provide assistance with the street lane closure and also cleaning the existing mural before painting. The project would consist of updating the existing mural and also painting a new area on the north end of the wall that was not previously painted.

Please note that the group has been informed that the wall could come down at any time since the site is identified as a redevelopment site and they would still like to proceed with the project. The group is looking for support from the City. Staff recommends supporting the project and forwarding the project to the Common Council.

ATTACHMENTS:

- HPC_Jun2015_Mural (PDF)

We are the Do Something Special Club from De Pere High School. Our mission as a club is to go out in the community and volunteer as much as possible. Some of the things we have done in the past year are a walk-a-thon for cancer awareness, cleaning up the bleachers after our home football games (and a Packer game!), and caroling and decorating cookies with the residents at Angel's Touch. ~~Red Kowalczyk recently came to our club at school and asked us if we would help in this project.~~ As a club, we are honored to have been asked to help out. We are ecstatic that we can put our own touch on our hometown, and leave our mark. In addition to the Do Something Club, our own De Pere High School Art Club is also a big part of this. They plan to make a design for the empty slabs on the North side of the wall, to add a little 2015 spin to the mural in hopes that it will not be graffitied if it was made by a group of students.

We have a group of students planning to go to TruValue to ask for scaffolds on June 11th, to keep this project the safest it can be. At our most recent meeting for the Do Something Club, we found some dates that would work for us. The span from July 6-8 and July 20-22 would work the best for us. We hope that one of these times would work for the city. Our intention for this project is to make it a community event. We are inviting our families to join us, and doing a cook-out one of the days at Voyageur Park.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Recommendation from the Finance/Personnel Committee to appropriate \$825 from the Unassigned Reserve Account for furniture for the Mayor's office.

ATTACHMENTS:

- Mayor Office Furniture - Appropriating Funds Memo - 2015 (DOC)

MEMORANDUM

TO: Members of the Common Council

FROM: Michael J. Walsh

RE: Request to appropriate funds from Unassigned Reserve Account

DATE: June 8, 2015

As part of the 2015 budgeting process, the Common Council approved an estimated proposal from System's Furniture for new office furniture for the Mayor's office. The amount approved was \$6,653. After meeting with System's Furniture and finalizing the actual cost of the furniture, we found that the actual furniture cost is \$1,325 dollars more than what was originally estimated. There is an additional \$500 that was budgeted in 2014 that was carried into the 2015 Budget for a bookcase that can be utilized. That brings the total amount over the original budgeted amount to \$825.

I am requesting approval to appropriate funds from the Unassigned Reserve Account in the amount \$825 to cover the unexpected additional cost of the office furniture.

Attachment: Mayor Office Furniture - Appropriating Funds Memo - 2015 (3572 : Consider request to appropriate \$825 from the Unassigned

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Resolution #15-61, Disallowance of Claim (Joyce Baierl).

ATTACHMENTS:

- Reso15-61 (DOCX)
- Baierl, Joyce 2015 (PDF)
- 201505291027 (PDF)

RESOLUTION #15-61

DISALLOWANCE OF CLAIM
(Joyce Baierl)

WHEREAS, a Notice of Claim and Claim was filed by Joyce Baierl (“Claimant”), 1590 Quarry Park Drive, Apt. B, De Pere, Wisconsin 54115, in the City Clerk-Treasurer’s office on April 29, 2015; and

WHEREAS such Notice and Claim alleges that while Claimant was driving past a city crew cutting trees on April 8, 2015, some branches fell causing damage to Claimant’s car; and

WHEREAS, the Claimant is seeking \$2,188.59 for the cost of repairing the damage to the car; and

WHEREAS, this matter has been reviewed by Emcasco Insurance Company (EMC), the City’s liability insurance carrier, which has investigated the same and determined that the damage could not have been caused by tree branches and therefore, the City is not legally responsible to pay such damages; and

WHEREAS, EMC therefore recommends the City deny such claim.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The claim submitted by Joyce Baierl 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, Joyce Baierl, as a Notice of Disallowance.

Attachment: Reso15-61 (3531 : Resolution #15-61, Disallowance of Claim)

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 16th day of June, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso15-61 (3531 : Resolution #15-61, Disallowance of Claim)

Milwaukee Claim Department



May 28, 2015

Joyce Baierl
1590 Quarry Park Dr. Apt B
DePere, WI 54115

Re: Policyholder: City of DePere
Claim Number: 1141147 SJ
Date of Loss: 04/08/15

Dear Ms. Baierl:

We have received and reviewed the claim that you presented against our policyholder for damages to your vehicle.

As you know, we had an independent adjuster inspect your vehicle. Based on the results of that inspection we do not believe the damage to your vehicle could have been caused by tree branches.

It is our obligation to pay only for claims for which our policyholder is legally responsible. Therefore, we are unable to assist you with payment of this claim.

Sincerely,

Sarah Johnson Claims Representative
(262)717-3915

CC: City of DePere

Attachment: Baierl, Joyce 2015 (3531 : Resolution #15-61, Disallowance of Claim)

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCOS Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

04-30-15

Claimant: Joyce Baierl, damage to vehicle.

Received call from Sarah at EMC, direct number 262-717-3915

I referred her to Don Melichar for additional information.

Claim #1141147

Milwaukee Claim Department



April 30, 2015

C0185
CITY OF DEPERE
335 S BROADWAY STREET
DE PERE WI 54115

Dear City Of Depere:

EMC has received notice of your claim. The initial information received is referenced in the Claims Contact Summary below. You may wish to retain the Claims Contact Summary information for your records. It will assist you when contacting EMC regarding the status of your claim.

If we have not spoken about your claim upon receipt of this letter, please use the information below to contact me.

Sincerely,

Sarah Johnson
Claims Representative I

YOUR CLAIM INFORMATION

Claim Number: Z01141147
Claimant: Joyce Baierl
Policy Number: 5B1-29-19 General Liability (Occurrence)
Loss Date: 04/08/2015
Adjuster: Sarah Johnson
Phone: 262-717-3915
Email: Sarah.J.Johnson@EMCIns.com

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

VANS HONDA
2821 S. ONEIDA ST.
GREEN BAY, WI 54304
PHONE: 920-499-5483
FAX: 920-965-3938

*** PRELIMINARY ESTIMATE ***

RO# 04162015

04/16/2015 12:44 PM

Owner

Owner: Joyce Baierl
Address: 1590 Quarry Park Dr Apt 8
City State Zip: De Pere, WI 54115

Home/Day: (920)387-4123
FAX:

Inspection

Inspection Date: 04/16/2015 12:45 PM

Inspection Type:

Repairer

Repairer: VAN'S HONDA
Address: 2821 S. ONEIDA ST
City State Zip: Green Bay, WI 54304
Email: csiegel@vanshonda.com

Contact: Chris Siegel
Work/Day: (920)499-5483x120
FAX: (920)965-3938
Work/Day:

Vehicle

2012 Honda Civic EX-L 4 DR Sedan
4cyl Gasoline 1.8 VTEC
5 Speed Automatic

Lic Expire:
Prod Date:
Veh Insp# :
Condition: Good
Ext. Refinish: Two-Stage
Ext. Paint Code: YR578M

VIN: 19XFB2F96CE055022
Mileage: 30,611
Mileage Type: Actual
Code: H0333E
Int. Refinish:
Int. Trim Code:

Options

2nd Row Head Airbags
Alarm System
Auto Headlamp Control
Cruise Control
Floor Mats
Heated Front Seats
Keyless Entry System
Lighted Entry System
Power Door Locks
Power Windows
Side Airbags
Strg Wheel Radio Control
Left Deterrent System
Tire Pressure Monitor

AM/FM CD Player
Aluminum/Alloy Wheels
Bucket Seats
Daytime Running Lights
Halogen Headlights
Heated Power Mirrors
Leather Seats
MP3 Decoder
Power Moonroof
Rear Window Defroster
Split Folding Rear Seat
Tachometer
Tilt Steering Wheel
Traction Control System

Air Conditioning
Anti-Lock Brakes
Center Console
Dual Airbags
Head Airbags
Intermittent Wipers
Leather Steering Wheel
Power Brakes
Power Steering
Rem Trunk-L/Gate Release
Stability Cntrl Suspensn
Telescopic Steering Whl
Tinted Glass
Trip Computer

2012 Honda Civic EX-L 4 DR Sedan
Claim #:

04/16/2015 12:44 PM

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	I	6		Cover,Front Bumper	Repair				1.0*	SM
2	L	6	13	Cover,Front Bumper	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
3	RI	1190		Filler,Front Bumper LT	R & I Assembly				0.3	SM
4	RI	1191		Filler,Front Bumper RT	R & I Assembly				0.3	SM
5	RI	31		Mldg,Frt Bumper Filler LT	R & I Assembly				0.1	SM
6	RI	32		Mldg,Frt Bumper Filler RT	R & I Assembly				0.1	SM
7	RI	9		Frame,License Plate	R & I Assembly				0.2	SM
Front End Panel And Lamps										
8	RI	28		Grille Assembly	R & I Assembly				1.0	SM
Front Body And Windshield										
9	I	104		Fender,Front RT	Repair				2.0*	SM
10	L	104		Fender,Front RT	Refinish				2.8	RF
					2.3 Surface					
					0.5 Two-stage					
11	RI	116		Guard,Fender Mud RT	R & I Assembly				0.2	SM
Front Doors										
12	I	210		Pnl,Front Door Outer RT	Repair				1.0*	SM
				High Strength Steel						
13	L	210		Pnl,Front Door Outer RT	Refinish				2.4	RF
					2.0 Surface					
					0.4 Two-stage					
14	RI	238		Mldg,Front Door Belt RT	R & I Assembly				0.7	SM
15	RI	305		Applique,Frt Door Fram RT	R & I Assembly				0.2	SM
16	RI	1189		Housing,Mirror Outer RT	R & I Assembly				0.6	SM
17	RI	246		Handle,Front Door Otr RT	R & I Assembly				0.4	SM
Rear Doors										
18	I	290		Pnl,Rear Door Outer RT	Repair				1.0*	SM
				High Strength Steel						
19	L	290		Pnl,Rear Door Outer RT	Refinish				2.0	RF
					1.7 Surface					
					0.3 Two-stage					
20	RI	330		Mldg,Rear Door Belt RT	R & I Assembly				0.5	SM
21	RI	314		Applique Assy,Rear Dr RT	R & I Assembly				0.2	SM
22	RI	407		Mldg,RR Door Applique RT	R & I Assembly				INC	SM
23	RI	244		Handle,RR Door Outer RT	R & I Assembly				0.9	SM
Quarter And Rocker Panel										
24	I	188	07	Panel,Rocker RT	Repair				1.0*	SM
25	L	188		Panel,Rocker RT	Refinish				2.0	RF
					1.7 Surface					
					0.3 Two-stage					
Manual Entries										
26	EC			Hazardous Waste Removal	Replace Economy	\$5.00*				SM
27	SB			Clean For Delivery	Sublet Repair	\$10.00*				SM
28	SB			Corrosion Protection	Sublet Repair	\$10.00*			0.4*	SM
29	EC			Flex Additive	Replace Economy	\$10.00*				SM

2012 Honda Civic EX-L 4 DR Sedan
Claim #:

04/16/2015 12:44 PM

30 EC	Cover Car Exterior	Replace Economy	\$5.00*	0.2*	SM
31 E	Clips	Replace OEM	\$34.70*		SM
32 L	Color Sand And Buff	Refinish		0.5*	RF*
32 Items					

MC Message

07 STRUCTURAL PART AS IDENTIFIED BY I-CAR
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$34.70	
Other Parts	\$20.00	
Paint & Materials	\$509.20	
Parts & Material Total		\$563.90
Tax on Parts & Material	@ 5.500%	\$31.01

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	5.9	6.4	12.3	\$713.40
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$80.00				
Refinish (RF)	\$58.00	13.4		13.4	\$777.20
Paint & Materials	\$38.00				
Labor Total				25.7 Hours	\$1,490.60
Tax on Labor		@ 5.500%			\$81.98
Sublet Repairs					\$20.00
x on Sublet		@ 5.500%			\$1.10
Gross Total					\$2,188.59
Net Total					\$2,188.59

Alternate Parts No

Audatex Estimating 7.0.417 ES 04/16/2015 01:04 PM REL 7.0.417 DT 04/01/2015 DB 04/15/2015
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2.6 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS IS A PRELIMINARY ESTIMATE. ADDITIONAL CHANGES TO THE ESTIMATE MAY BE REQUIRED FOR THE ACTUAL REPAIR.
THIS ESTIMATE WAS PREPARED USING ONLY GENUINE HONDA FACTORY REPLACEMENT PARTS.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
= Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
= Partial Replace Price	PM = Replace PXN Reman/Rebld	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned

2012 Honda Civic EX-L 4 DR Sedan
Claim # :

04/16/2015 12:44 PM

TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance AllowanceSB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior DamageN = Additional Labor
IT = Partial Repair
P = Check

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2012 Honda Civic EX-L 4 DR Sedan
Claim # :

04/16/2015 12:44 PM

Estimate Summary Page

Gross Total
Net Total

\$2,188.59
\$2,188.59

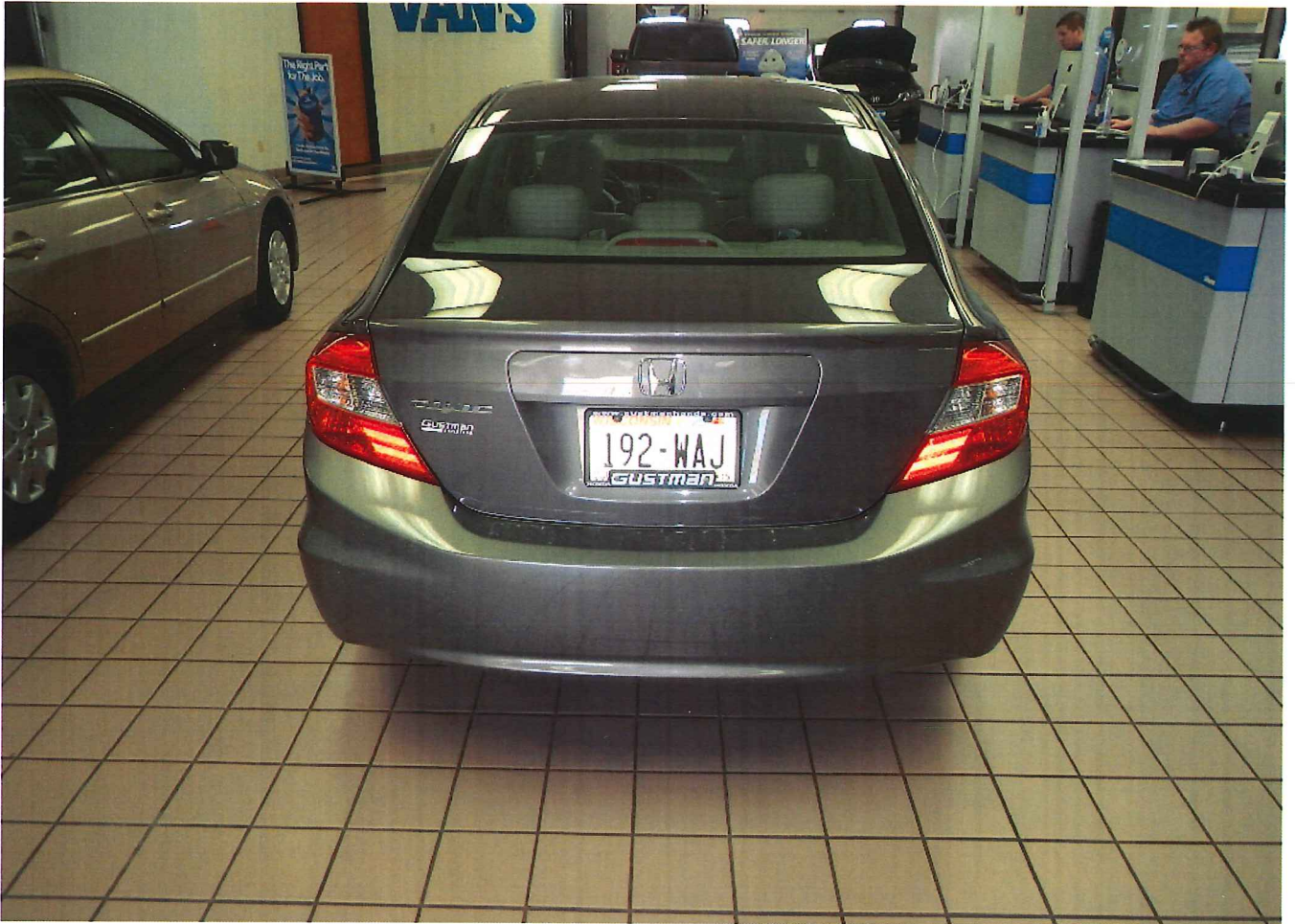
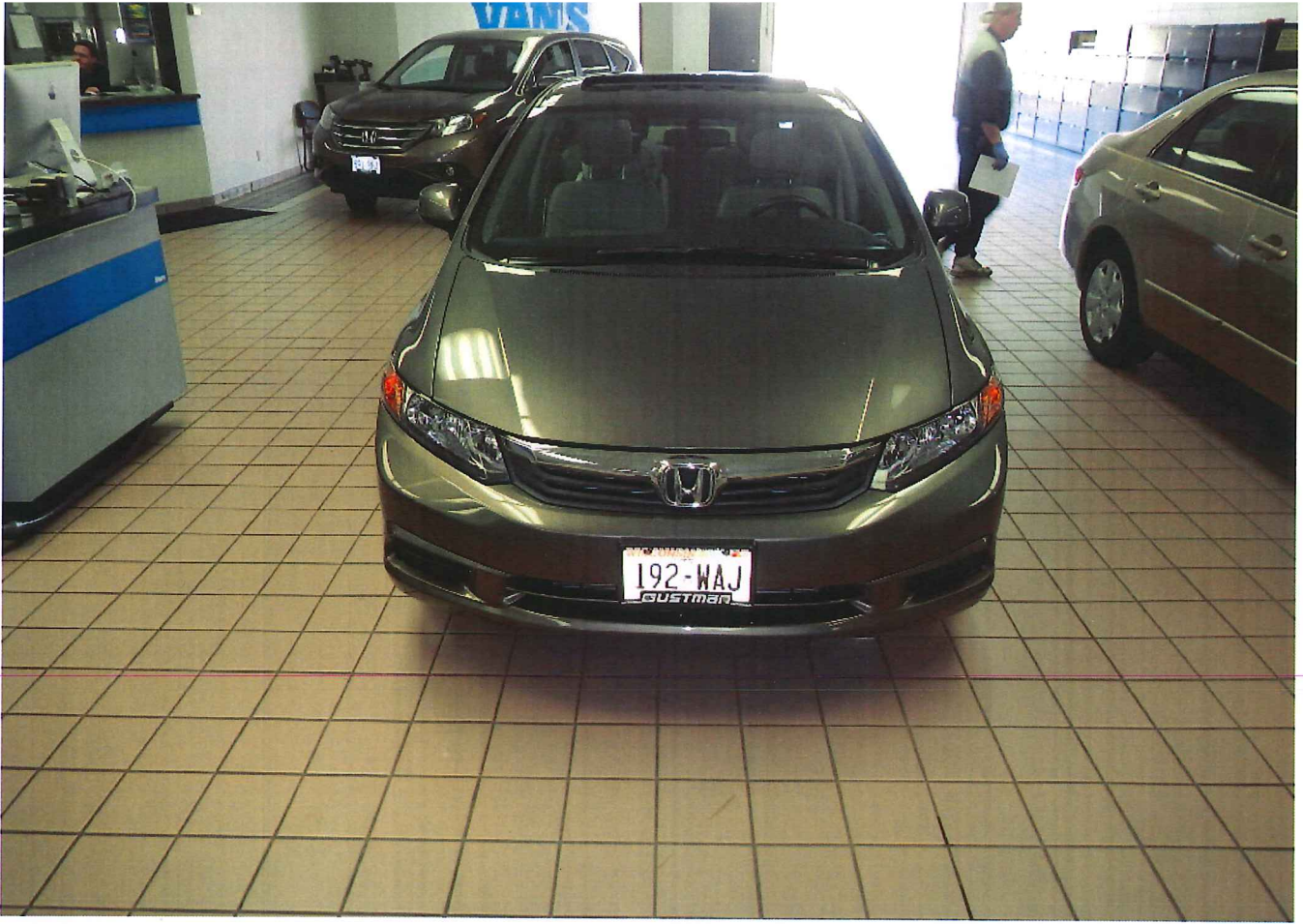
Audatex Estimating 7.0.417 ES 04/16/2015 01:04 PM REL 7.0.417 DT 04/01/2015 DB 04/15/2015
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11-21-15

Sarah

262-717-3915

CL# 1141147

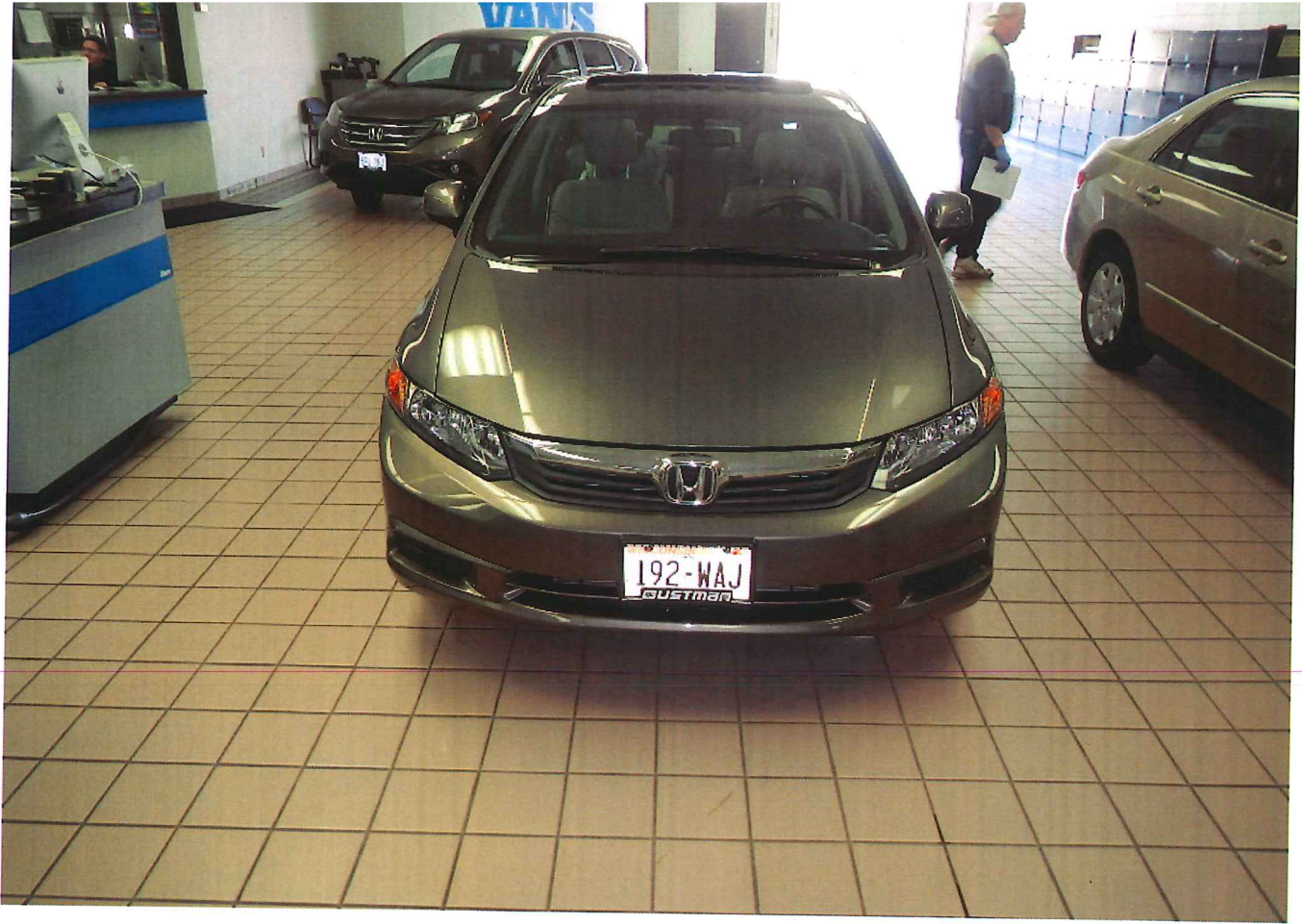












City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-62, Authorizing Agreement Regarding the Sale and Purchase of Real Property Between the City of De Pere, Nicolet Real Estate and Investment Corporation, and Frigo Enterprises, LLC.

ATTACHMENTS:

- Reso15-62 (DOCX)
- Nicolet & Frigo - Sale of Property 6-15-138-003-15 (PDF)
- Exhibit A - Nicolet & Frigo (PDF)
- Exhibit B - Nicolet & Frigo (PDF)

RESOLUTION #15-62

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE
OF REAL PROPERTY BETWEEN THE CITY OF DE PERE, NICOLET REAL ESTATE
AND INVESTMENT CORPORATION, AND FRIGO ENTERPRISES, LLC

WHEREAS, the City owns Parcel WD-1377, an approximate 1.58 acre parcel of vacant property located on American Boulevard (“the Fee Parcel”), which is located between business park developed property owned by Nicolet Real Estate and Investment Corporation (Parcel WD-1375) and business park developed property owned by Frigo Enterprises, LLC (Parcel WD-1378); and

WHEREAS, Nicolet Real Estate and Investment Corporation (“Nicolet”) and Frigo Enterprises, LLC (“Frigo”) have jointly requested that the City split the Fee Parcel and sell an approximate 0.82 acre parcel to Nicolet and to sell an approximate 0.76 acre parcel to Frigo for purposes of increasing the size of their respective properties; and

WHEREAS, the City desires to sell the split Fee Parcel upon the terms set forth in the Agreement Regarding the Sale and Purchase of Real Property Between the City of De Pere, Nicolet Real Estate and Investment Corporation and Frigo Enterprises, LLC, as is attached hereto; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into the attached Agreement Regarding the Sale and Purchase of Real Property.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT REGARDING THE SALE AND PURCHASE
OF REAL PROPERTY BETWEEN THE CITY OF DE PERE, NICOLET REAL
ESTATE AND INVESTMENT CORPORATION, AND FRIGO ENTERPRISES, LLC**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the City of De Pere, Wisconsin, a Municipal Corporation (“City”), Nicolet Real Estate and Investment Corporation, a Wisconsin Corporation (“Nicolet”), and Frigo Enterprises, LLC, a Wisconsin Limited Liability Company (“Frigo”).

RECITATIONS

WHEREAS, the City owns Parcel WD-1377, an approximate 1.58 acre parcel of vacant property located on American Boulevard (“the Fee Parcel”), which is located between business park developed property owned by Nicolet (Parcel WD-1375) and business park developed property owned by Frigo (Parcel WD-1378); and

WHEREAS, Nicolet and Frigo (collectively referred to as “Developers”) have jointly requested that the City split the Fee Parcel and sell an approximate 0.82 acre parcel to Nicolet and to sell an approximate 0.76 acre parcel to Frigo for purposes of increasing the size of their respective properties; and

WHEREAS, City desires to sell the split Fee Parcel as described above to promote these businesses.

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

I. PURCHASE OF REAL ESTATE.

A. Nicolet

1. Nicolet agrees to purchase and City agrees to sell, the real estate identified on the attached Exhibit A as "Fee Parcel A", the following describe real estate:

Part of Lot 12 of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), Brown County Records, being in part of Government Lot 1 and part of Lot 110 of Williams Grant, Section 6, T22N-R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Closing Corner of Section 5 and 6, T22N-R20E; thence N52°54'06"W, 488.45 feet to the South line of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), Brown County Records to the point of beginning; thence N45°40'26"E, 34.47 feet along said South line; thence N40°44'13"E, 340.30 feet to the South right of way of American Blvd; thence 114.04 feet along said South right of way being the arc of a 1850.00 foot radius curve to the left whose long chord bears S58°01'01"W, 114.02 feet; thence S44°19'34"E, 364.02 feet along the West line of said Lot 12; thence N45°40'26"E, 90.08 feet along said South line to the point of beginning.

2. The purchase price for the Fee Parcel A shall be forty thousand and no/100 dollars (\$40,000) per acre multiplied by 0.82 acres for a total purchase price of thirty two thousand eight hundred and no/100 dollars (\$32,800).

3. City acknowledges the receipt of earnest money from Nicolet in the amount of \$500. Such earnest money shall be credited

against the purchase price upon closing on the property. Should Nicolet fail to close on the purchase of the property, the \$500 earnest money shall be forfeited to the City as its sole remedy.

B. Frigo

1. Frigo agrees to purchase and City agrees to sell, the real estate identified on the attached Exhibit B as “Fee Parcel B”, the following describe real estate:

Part of Lot 12 of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), Brown County Records, being in part of Government Lot 1 and part of Lot 110 of Williams Grant, Section 6, T22N-R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Closing Corner of Section 5 and 6, T22N-R20E; thence N52°54'06"W, 488.45 feet to the South line of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), Brown County Records; thence N45°40'26"E, 34.47 feet along said South line to the point of beginning; thence N45°40'26"E, 89.92 feet along said South line; thence N36°32'29"W, 310.98 feet along the East line of Lot 12, said plat; thence 115.16 feet along the arc of a 1850.00 foot radius curve to the left whose long chord bears S61°33'58"W, 115.14 feet along the South right of way of American Blvd; thence S40°44'13"E, 340.30 feet to the point of beginning.

2. The purchase price for the Fee Parcel B shall be forty thousand and no/100 dollars (\$40,000) per acre multiplied by 0.76 acres for a total purchase price of thirty thousand four hundred and no/100 dollars (\$30,400).

3. No earnest money is required from Frigo.

Sale and Purchase Agreement
Nicolet & Frigo
Page 3 of 11

II. CLOSING PROCEDURE.

A. Closings to be Concurrent. It is understood and agreed by and between the parties that, due to the fact that the City is splitting one developable parcel to sell to two separate and distinct entities, the closing on both Fee Parcel A and Fee Parcel B must necessarily be accomplished concurrently. If both sale closings to do not occur concurrently, the City is under no obligation to close upon either.

B. Time and Place of Closing. Closing on both sales shall take place on or before July 31, 2015 at De Pere City Hall unless the parties otherwise agree in writing.

C. Evidence of Title/Title Defects. City shall at its own expense, provide title insurance for both properties to be conveyed and shall forward a copy of the pertinent commitment of such title insurance pertaining to Nicolet and to Frigo at least seven (7) days prior to closing. Each commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Nicolet and naming Frigo as the intended insured, as the case may be, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage endorsement showing title to the property to be marketable. If City is notified of any title defects by either Nicolet or Frigo prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, either Nicolet or Frigo or both may terminate this agreement or reschedule the closing at its option.

D. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers, including the cost of the title insurance as provided herein for both the Nicolet and Frigo closings.

E. Conveyance of Title. City shall convey good title to Nicolet and to Frigo by good and sufficient warranty deeds as of the date of closing, each which shall be free and clear of liens and encumbrances except the following:

1. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.
2. Easements of record provided the same do not restrict or interfere with the intended use of the property and are located only along the perimeter of the property.

F. Fee Parcel A to be Combined with Parcel WD-1375. The Warranty Deed given Nicolet by the City shall require Fee Parcel A be combined with Parcel WD-1375.

G. Fee Parcel B to be Combined with Parcel WD-1378. The Warranty Deed given Frigo by the City shall require Fee Parcel B be combined with Parcel WD-1378.

H. Access Prior to Closing. City shall permit Nicolet access to Fee Parcel A and permit Frigo access to Fee Parcel B prior to closing at no cost to either for the purpose of site examination and testing as deemed reasonable by each. Nicolet and Frigo severally agree to hold City harmless for any and all injury that may occur to each, its agents or employees, City's agents, employees or third parties, or any properties or

interest of any of the above referenced persons occasioned as a result of their activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

III. ENVIRONMENTAL DISCLAIMERS.

The engineering firm of Robert E. Lee & Associates, Inc. has prepared for City a Phase I Environmental Site Assessment of the Fee Parcel (dated September 28, 2006) and City has provided a cop of same to Nicolet and to Frigo.

For the Fee Parcel, except as mentioned, discussed or disclosed in the aforementioned Phase I, the City warrants and represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Fee Parcel has not been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et. seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et. seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et. seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et. seq.

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

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

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

5. **Flood plain/wetlands.** The City has not, and under this Agreement is not obligated to, have undertaken a wetland delineation study of the remainder of the Fee Parcel, and therefore makes no representations regarding the same.

IV. MISCELLANEOUS.

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

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

1. If to Nicolet:

Nicolet Real Estate & Investment Corp.
Robert Straebel, President
200 S Washington St, Ste 305
Green Bay, WI 54301

Sale and Purchase Agreement
Nicolet & Frigo
Page 8 of 11

2. If to Frigo:

Frigo Enterprises, LLC
 Christopher Frigo, Managing Member
 2201 American Blvd.
 De Pere, WI 54115

3. If to City:

City of De Pere
 City Clerk-Treasurer
 335 South Broadway St.
 De Pere, WI 54115

With a copy to:

City of De Pere
 City Administrator
 335 South Broadway St.
 De Pere, WI 54115

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

D. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

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

NICOLET REAL ESTATE AND
INVESTMENT CORPORATION
By:

State of Wisconsin)
 : SS
Brown County)

Print Name: _____
Title: _____

This instrument was acknowledged before me
on the ____ day of _____, 2015, by
_____ and
_____ of
Nicolet Real Estate and Investment
Corporation.

Print Name: _____
Title: _____

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

FRIGO ENTERPRISES, LLC
By:

State of Wisconsin)
 : SS
Brown County)

Print Name: _____
Title: _____

This instrument was acknowledged before me
on the ____ day of _____, 2015, by
_____ and
_____ of
Frigo Enterprises, LLC.

Print Name: _____
Title: _____

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

Signatures continue on following page

CITY OF DE PERE

By:

State of Wisconsin)
 : SS
Brown County)

Michael J. Walsh, Mayor

This instrument was acknowledged before me
on the _____ day of _____, 2015,
by Michael J. Walsh, Mayor and Shana L.
Defnet, Clerk-Treasurer of the City of De Pere.

Shana L. Defnet, Clerk-Treasurer

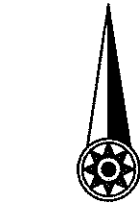
Notary Public, State of Wisconsin
My commission expires on _____.

Drafted by: Judith Schmidt-Lehman

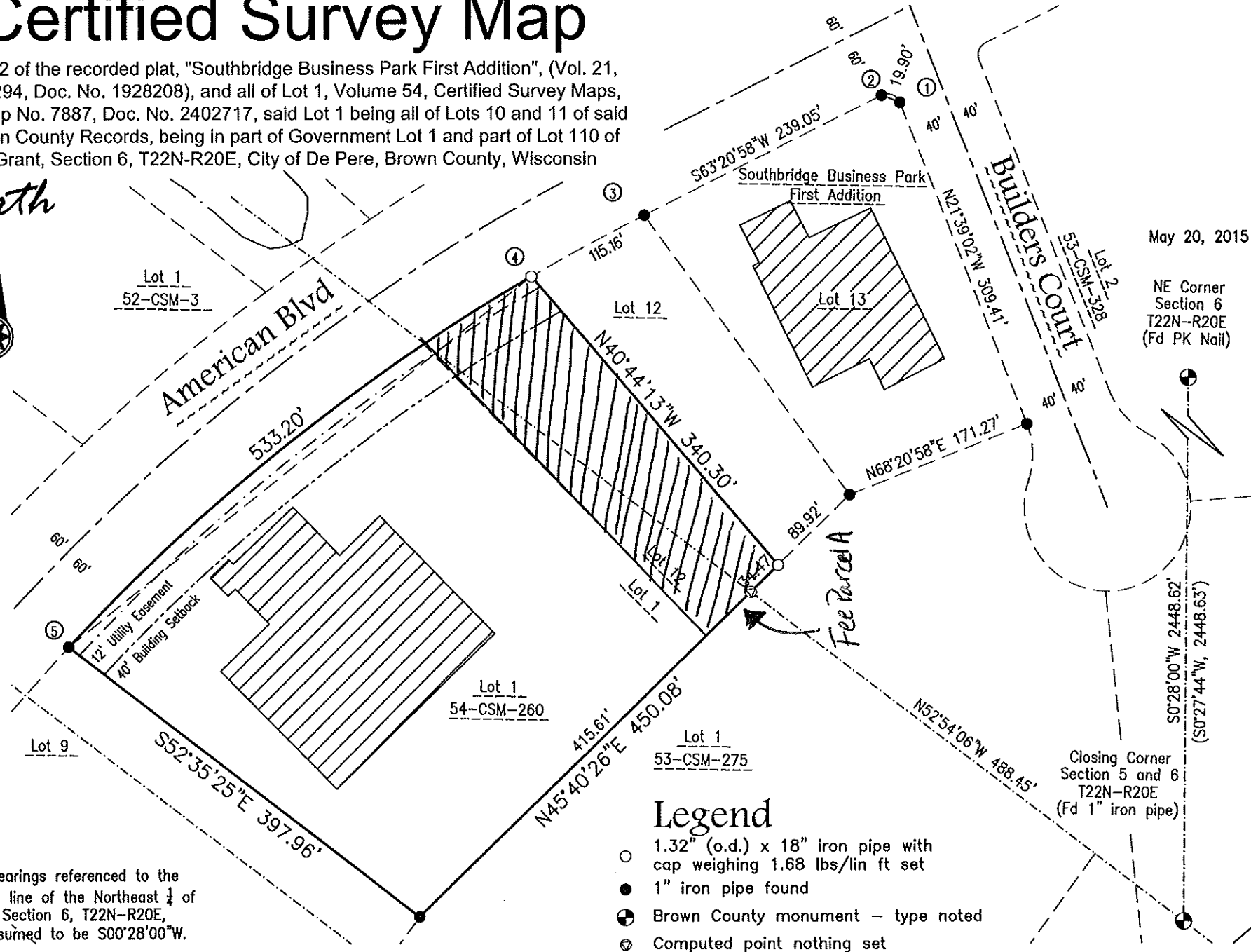
Certified Survey Map

Part of Lot 12 of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), and all of Lot 1, Volume 54, Certified Survey Maps, page 260, Map No. 7887, Doc. No. 2402717, said Lot 1 being all of Lots 10 and 11 of said plat, all Brown County Records, being in part of Government Lot 1 and part of Lot 110 of Williams Grant, Section 6, T22N-R20E, City of De Pere, Brown County, Wisconsin

North



Bearings referenced to the East line of the Northeast 1/4 of Section 6, T22N-R20E, assumed to be S00°28'00"W.



Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument — type noted
- ⊙ Computed point nothing set

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

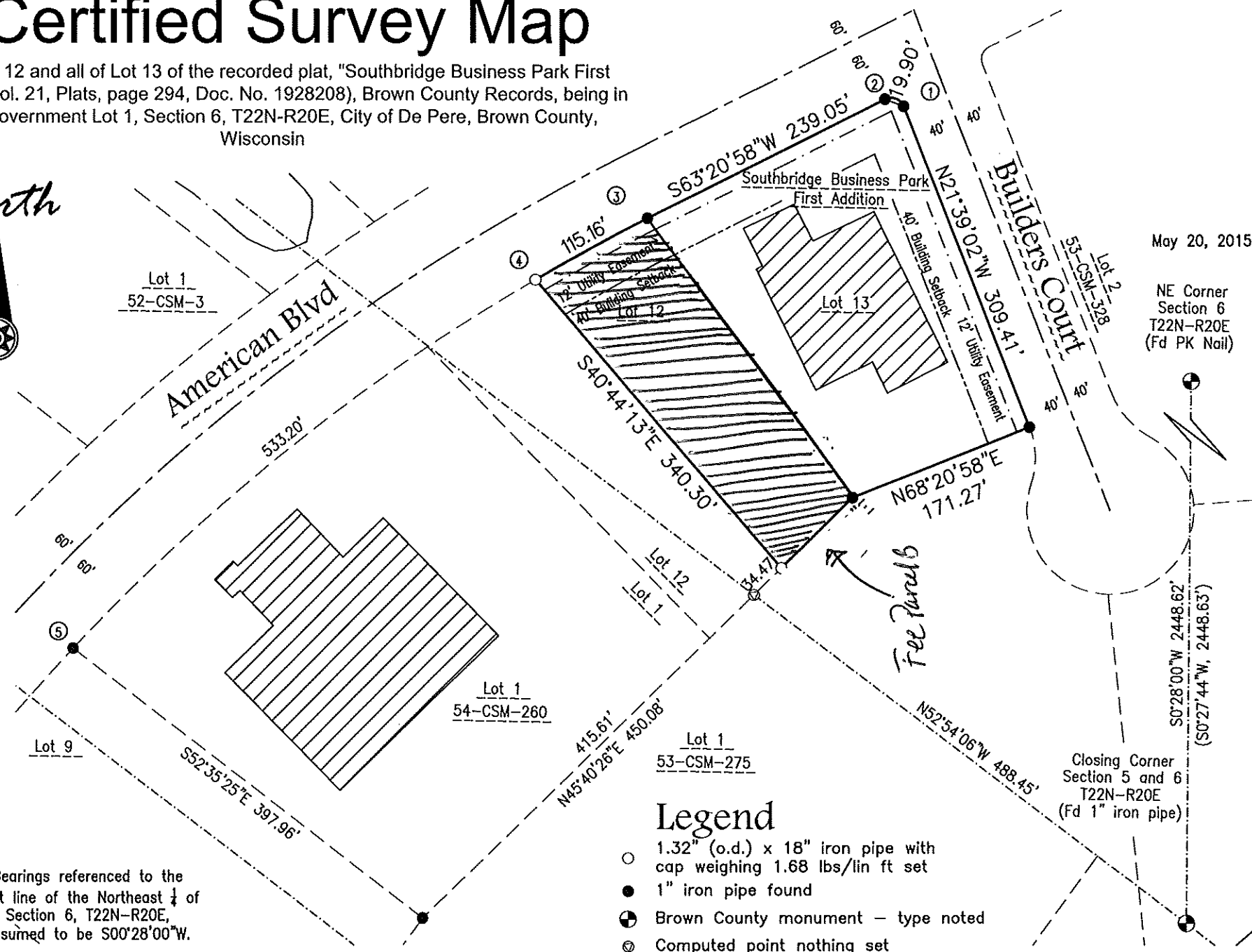
Client: City of De Pere
Tax Parcel: WD-1375, WD-1377
Drafted By: JMB
File: D-6015CSM 2211 052015.dwg

EXHIBIT A

North



Bearings referenced to the
East line of the Northeast $\frac{1}{4}$ of
Section 6, T22N-R20E,
assumed to be S00°28'00"W.



NE Corner
Section 6
T22N-R20E
(Fd PK Nail)

Scale: 1" = 120'

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

Client: City of De Pere
Tax Parcel: WD-1377, WD-1378
Drafted By: JMB
File: D-6015CSM 2201 052015.dwg

Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument — type noted
- ⊙ Computed point nothing set



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: June 16, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

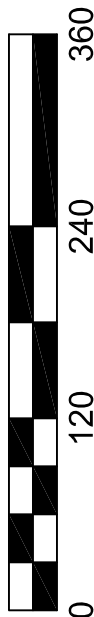
SUBJECT: A. Recommendation from the Plan Commission to approve the CSM Application which divides WD-1377 into two and combines them with neighboring parcels on American Boulevard. Surveyor: Mau & Associates.

ATTACHMENTS:

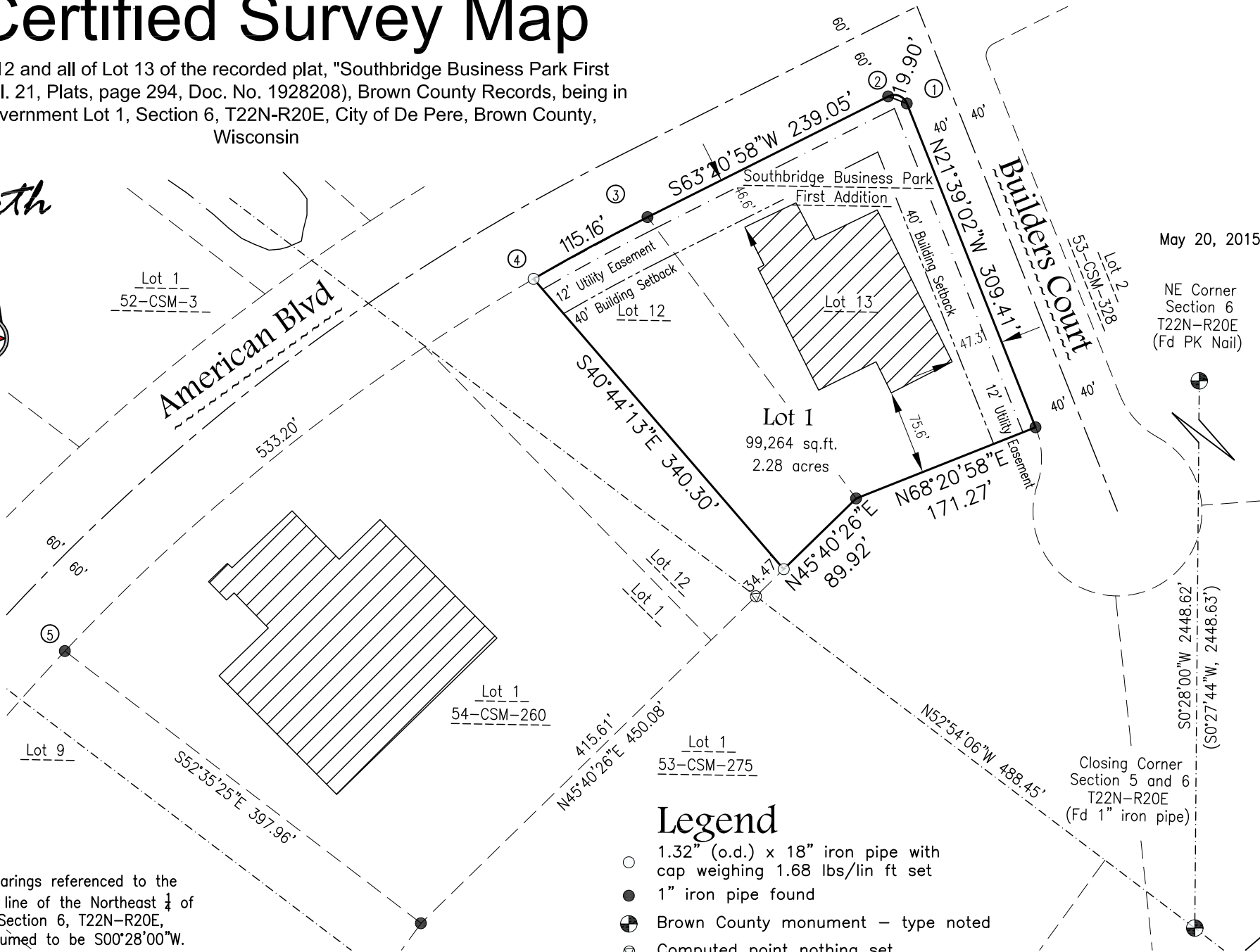
- L-9234 (PDF)
- L-9232 (PDF)
- PC_Staff_May26_CSM_WD-1377 (PDF)



Part of Lot 12 and all of Lot 13 of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), Brown County Records, being in part of Government Lot 1, Section 6, T22N-R20E, City of De Pere, Brown County, Wisconsin



Bearings referenced to the
East line of the Northeast $\frac{1}{4}$ of
Section 6, T22N-R20E,
assumed to be S00°28'00"W.



Scale: 1" = 120'

Mau & Associates

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

WATER RESOURCE ENGINEER
Phone: 920-434-9670 Fax: 920-434-9672

Client: City of De Pere

Tax Parcel: WD-1377, WD-1378

Tax Parcel: WD
Drafted By: JMB

File: D-6015CSM 2201 052015.dwg

Sheet One of Three

Project No.: D-6015

Drawing No.: L-9234

May 20, 2015

NE Corner
Section 6
T22N-R20E
(Fd PK Nail)

Closing Corner
Section 5 and 6
T22N-R20E
(Fd 1" iron pipe)

Legend

- ☐ 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- ☒ 1" iron pipe found
- ☐ Brown County monument – type noted
- ☒ Computed point nothing set

I, Steven M. Bieda, Professional Land Surveyor, S-2275, do hereby certify that I have surveyed, divided and mapped part of Lot 12 and all of Lot 13 of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), Brown County Records, being in part of Government Lot 1, Section 6, T22N-R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Parcel contains 99,264 square feet / 2.28 acres more or less.
Parcel subject to any easements and restrictions of record.

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

Frigo Enterprises LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said limited liability company caused the easements to be granted and the land on this Certified Survey Map to be surveyed, divided, dedicated, and mapped as represented hereon. Frigo Enterprises LLC also certifies that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

In Witness Whereof, the said Frigo Enterprises LLC, has caused these presents to be signed by _____, it's _____ on this _____ day of _____, 20____.

STATE OF WISCONSIN]
COUNTY OF BROWN] SS

IN WITNESS WHEREOF, _____ has caused these presents to be signed by _____, its
 _____ and countersigned by _____, its _____, at _____, _____, this ____ day
 of _____, 20__.

STATE OF WISCONSIN]
COUNTY OF BROWN] SS

*Office of the Register of Deeds
Brown County, Wisconsin*

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

Cathy Williquette Lindsay, Register of Deeds

Sheet Three of Three
Project No.: D-6015
Drawing No.: L-9234



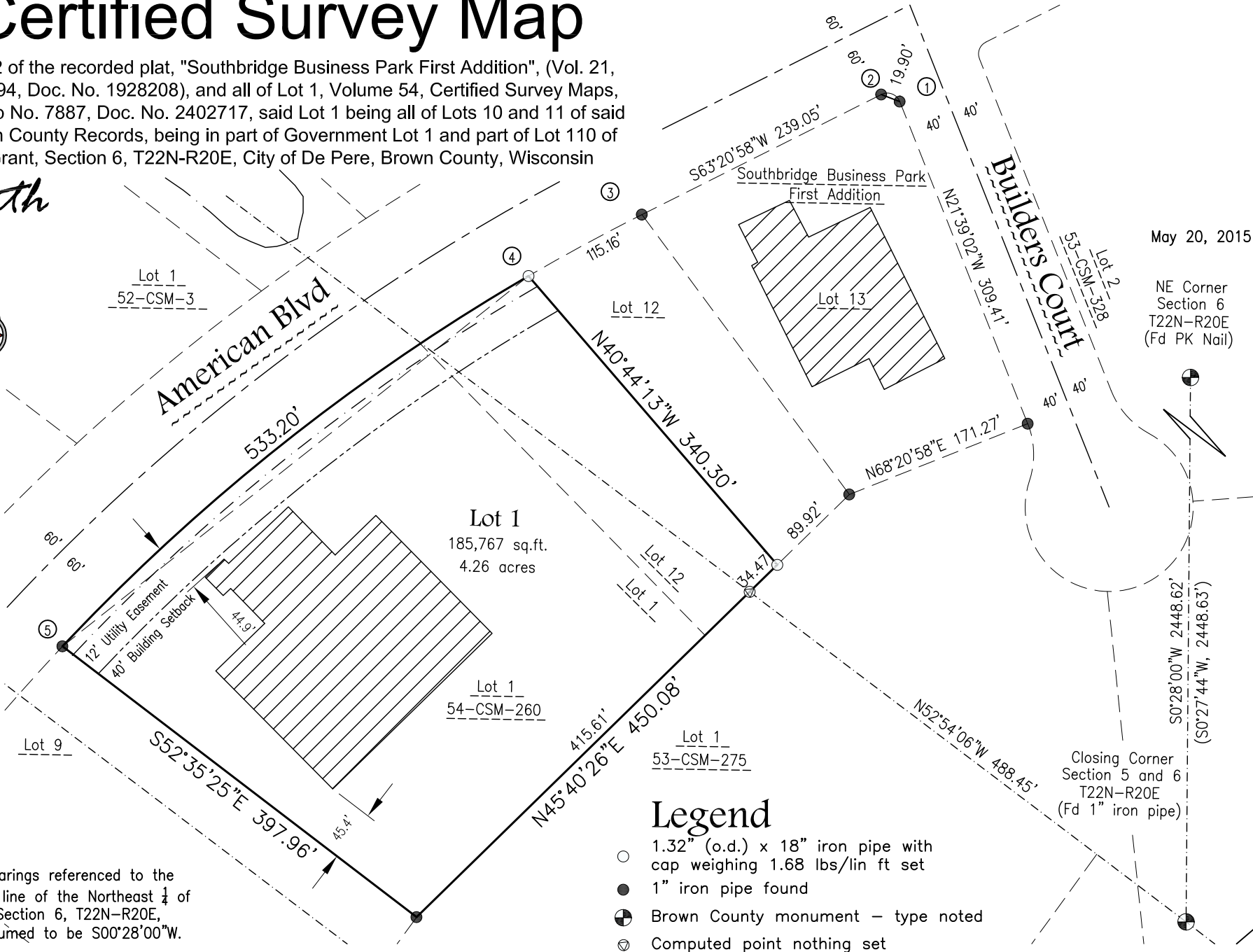
Certified Survey Map

Part of Lot 12 of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), and all of Lot 1, Volume 54, Certified Survey Maps, page 260, Map No. 7887, Doc. No. 2402717, said Lot 1 being all of Lots 10 and 11 of said plat, all Brown County Records, being in part of Government Lot 1 and part of Lot 110 of Williams Grant, Section 6, T22N-R20E, City of De Pere, Brown County, Wisconsin

North



Bearings referenced to the East line of the Northeast 1/4 of Section 6, T22N-R20E, assumed to be S00°28'00"W.



Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument – type noted
- ⊙ Computed point nothing set

May 20, 2015

NE Corner Section 6 T22N-R20E (Fd PK Nail)

Scale: 1" = 120'

Client: City of De Pere
Tax Parcel: WD-1375, WD-1377
Drafted By: JMB
File: D-6015CSM 2211 052015.dwg

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

Sheet One of Three
Project No.: D-6015
Drawing No.: L-9232



SURVEYOR’S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, S–2275, do hereby certify that I have surveyed, divided and mapped part of Lot 12 of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), and all of Lot 1, Volume 54, Certified Survey Maps, page 260, Map No. 7887, Doc. No. 2402717, said Lot 1 being all of Lots 10 and 11 of said plat, all Brown County Records, being in part of Government Lot 1 and part of Lot 110 of Williams Grant, Section 6, T22N–R20E, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Closing Corner of Section 5 and 6, T22N–R20E; thence N52°54’06"W, 488.45 feet to the South line of the recorded plat, "Southbridge Business Park First Addition", (Vol. 21, Plats, page 294, Doc. No. 1928208), Brown County Records and the point of beginning; thence N45°40’26"E, 34.47 feet along said South line; thence N40°44’13"W, 340.30 feet to the South right of way of American Blvd; thence 533.20 feet along said South right of way being the arc of a 1850.00 foot radius curve to the left whose long chord bears S51°31’34"W, 531.36 feet; thence S52°35’25"E, 397.96 feet along the West line of Lot 1, Volume 54, Certified Survey Maps, page 260, Map No. 7887, Doc. No. 2402717, Brown County Records; thence N45°40’26"E, 415.61 feet along the South line of said Certified Survey Map to the point of beginning.

Parcel contains 185,767 square feet / 4.26 acres more or less.
Parcel subject to any easements and restrictions of record.

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

CERTIFICATE OF THE CITY OF DE PERE

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

Ken Pabich
Director of Planning

Steven M. Bieda S–2275
May 20, 2015

TREASURER’S CERTIFICATE

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

Shana L. Defnet Date
City of De Pere Treasurer

Paul D. Zeller Date
Brown County Treasurer

RESTRICTIVE COVENANTS

- 1) The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
- 2) Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- 3) No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
4–5	533.20	1850.00	531.36	S51°31’34"W	16°30’48"	S43°16’10"W, N59°46’58"E



Sheet Two of Three
Project No.: D-6015
Drawing No.: L-9232

Attachment: L-9232 (3513 : Recommendation from Plan Commission - CSM WD-1377)

Nicolet Real Estate & Investment Corporation, a Wisconsin corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that I caused the land described and easements granted on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. Nicolet Real Estate & Investment Corporation, also certifies that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

In Witness Whereof, the said Nicolet Real Estate & Investment Corporation, has caused these presents to be signed by _____, it's _____ on this _____ day of _____, 20____.

Notary Public
Brown County, Wisconsin

My Commission Expires _____

_____, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map and does hereby consent to the above certificate of _____, Owner(s).

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

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
COUNTY OF BROWN] SS

*Office of the Register of Deeds
Brown County, Wisconsin*

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

Cathy Williquette Lindsay, Register of Deeds

Sheet Three of Three
Project No.: D-6015
Drawing No.: L-9232

Attachment: L-9232 (3513 : Recommendation from Plan Commission - CSM WD-1377)

Item #7: Review the CSM Application which divides WD-1377 into two and combines them with neighboring parcels on American Boulevard. Surveyor: Mau & Associates.*

WD-1377 is being divided between Total Energy Systems and Forte Composites for future growth. The parcel must be divided and then the pieces are added to the respective properties through individual CSMs. The CSM for Total Energy Systems creates a lot of 4.26 acres. The CSM for Forte Composites creates a lot of 2.28 acres.



Figure 1. Location of proposed CSM.

Recommendation

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

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

MEETING DATE: June 16, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-63, Authorizing Lease Agreement with the Unified School District of De Pere.

ATTACHMENTS:

- USD Lease Agreement Memo 6-8-15 (PDF)
- Reso15-63 (DOCX)
- DP ParkRec_HS_FV_MS_DKSN_2015-16 REVISED 6-5-15 (PDF)

CITY OF DE PEREMEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney 
RE: Lease Agreement with Unified School District of De Pere
Date: June 8, 2015

As you may recall, when the proposed Lease Agreement with the Unified School District of De Pere was reviewed at the Board of Park Commissioners, several provisions of the proposed lease were troubling. I am pleased to report that two of the three changes we requested were agreed to by the Unified School District. The District did not agree to have disputes between the City and District on facility use decided by a third party. It was explained to City Administrator Delo and myself that the District has decided it needs to be in charge of its facilities and it has not agreed to change this language for any other building user.

The Lease Agreement with the two other changes incorporated is satisfactory.

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

JSL:jld

c: Lawrence Delo, City Administrator
Marty Kosobucki, Parks, Recreation & Forestry Director

H:\jdupont\Memos\2015\Mayor & CC-USD Agreement 6-8-15.docx

RESOLUTION #15-63

AUTHORIZING LEASE AGREEMENT BETWEEN THE CITY OF DE PERE
AND THE UNIFIED SCHOOL DISTRICT OF DE PERE

WHEREAS, the City is in need of a facility to hold various recreation classes; and

WHEREAS, the Unified School District wishes to cooperate in City using its facilities for the various recreation classes in accordance with the terms and conditions of the Lease Agreement as is attached hereto; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval of the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Parks, Recreation & Forestry is hereby authorized and directed to execute the attached Lease Agreement, together with such subsequent renewals as may be required, provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso15-63 (3555 : Resolution #15-63, Authorizing Lease Agreement with USD)

AGREEMENT

The School Board for the Unified School District of De Pere (hereinafter the “Board” or “District”) and **City of De Pere** (C/O Marty Kosobucki: Cell: 920-639-1015), (hereinafter the “Lessee”) enter into the following agreement for the lease of District facilities and/or premises described herein for a good and valuable consideration set forth below and subject to the terms and conditions as described herein.

- A. **Facilities/Premises:** The District does hereby agree to lease the facilities/premises described herein to the Lessee for the period of time and subject to the terms, conditions and limitations specified below:

DE PERE HIGH SCHOOL
1700 Chicago Street, De Pere, WI

High School Student Resource Center

Youth Dance Class Wednesdays Noon-2:45pm (2.75 hrs.)
 June 17 through August 12, 2015

Youth Dance Class Mondays and Wednesdays 4:15pm-8:00pm (3.75 hrs.)
 September 14, 2015 through March 9, 2016
 No class week of Nov. 23, Dec. 21 and Dec. 28, 2015

Tae Kwon Do Thursdays 4:30pm-8:00pm (3.5 hrs.)
 September 10, 2015 through June 2, 2016
 No class week of Nov. 23, Dec. 21 and Dec. 28, 2015 and March 28, 2016

Twirl Team Tuesdays 4:45pm-6:45pm (2.0 hrs.)
 Nov. 17, Dec. 8 and Dec. 15, 2015
 (The school will allow the City to store a sound cart.)

1. For these classes, the group moves the chairs/tables and the custodians replace once it is over.
2. City would install flooring, mirrors and handrails in this room
3. If any storage needed city would provide portable storage in the room itself.
4. Doors 13 would be electronically opened 30 minutes prior to 15 minutes after start and 15 minutes prior to end through 15 minutes after end.

Rental Charges Consisting of

\$50 per event (93 events) Student Resource Center usage charge = \$4,650.00 **WAIVED**

Supervisory charge of \$21.50 per hour for 325.75 hours = \$7,003.63 **WAIVED**

NOTE: If school determines facility supervision (not program related) is insufficient, school will hire a supervisor and charge the City of De Pere \$21.50 per hour.

Custodial charge of \$30.00 per hour for 325.75 hours = \$9,772.50 **WAIVED**

NOTE: If school determines additional custodial time is required to clean the areas used by the City, there will be a charge of \$30.00 per hour.

DE PERE MIDDLE SCHOOL
700 Swan Road, De Pere, WI

Middle School Auditeria Stage

Ribbons Camp Friday, July 17, 2015 9:00am-2:45pm (5.75 hrs)

**Stage and Auditeria seating used for show at end of the session

Twirl Clinic Mon. July 20, 2015 & Tues., July 21, 2015 12:30pm-2:45pm (2.25 hrs.)

**Stage and Auditeria seating used July 21 for show at end of the session

Twirl Team Tuesdays 4:45pm-6:45pm (2.0 hrs.)

September 22, 2015 through February 23, 2016

No class on Dec. 22 and Dec. 29

**Classes on Nov. 17, Dec. 8, Dec. 15 and Jan. 5, 2016 will be held at High School SRC

The school will allow the City to store a sound cart.

1. Leave the room as they found it.
2. Use restrooms at the entrance of the building
3. Custodians will be cleaning other areas of the building so remain in their designated area
4. School expectations of behavior exist for after school events as well, i.e. walk in the halls, voice volume of 1-2.

Rental Charges Consisting of

\$50 per event (21 events) Auditeria usage charge = \$1,050.00 **WAIVED**

Supervisory charge of \$21.50 per hour for 46.25 hours = \$994.38 **WAIVED**

NOTE: If school determines facility supervision (not program related) is insufficient, school will hire a supervisor and charge the City of De Pere \$21.50 per hour.

Custodial charge of \$30.00 per hour for 46.25 hours = \$1,387.50 **WAIVED**

NOTE: If school determines additional custodial time is required to clean the areas used by the City, there will be a charge of \$30.00 per hour.

FOXVIEW INTERMEDIATE SCHOOL
650 South Michigan St., De Pere, WI

Foxview Commons

Pom Clinic Mon., August 3, 2015 through Thur., August 6, 2015 9:30am-Noon (2.5 hrs)

**Tables will be folded up and moved to the sides.

Foxview Auditorium/Large room or small gym
Please send dates for February 2016.

- Two (2) separate and preferably concurrent dates for 4 hours each in February, 2016
— ideally a Thursday and Friday from 4-8pm and 5-9pm, respectively.

Use of a large multipurpose room/small gym on corresponding dates and times as the Auditorium for a “staging” area for the dancers to be in during the rehearsal and recital.

1. Any Thursday and Friday in February are available. Space would consist of Auditorium (400 seats), with sound and lights, and adjacent music room for staging area. Door access would be either through door #1 main entrance or door #3. Hours are during regular custodial time, so no additional supervision needed.

Dance Rehearsal & Recital Thurs, March 10, 2016 & Friday, March 11, 2016 4pm-9pm (8.0 hrs)

Use of a large multipurpose room/small gym on corresponding dates and times as the Auditorium for a “staging” area for the dancers to be in during the rehearsal and recital

2. No use March 25 - April 1, 2016 (Spring Break). Any other Thursday and Friday in March or April are available. Space would consist of Auditorium (400 seats), with sound and lights, and adjacent music room for staging area. Door access would be either through door #1 main entrance or door #3. Hours are during regular custodial time so no additional supervision needed.
3. Dates should be booked and confirmed with Foxview principal Andy Bradford six (6) months in advance.

Rental Charges Consisting of

\$50 per event (8 events) Commons and Auditorium usage charge = \$400.00 **WAIVED**

Supervisory charge of \$21.50 per hour for 16.0 hours = \$344.00 **WAIVED**

NOTE: If school determines facility supervision (not program related) is insufficient, school will hire a supervisor and charge the City of De Pere \$21.50 per hour.

Custodial charge of \$30.00 per hour for 16.0 hours = \$480.00 **WAIVED**

NOTE: If school determines additional custodial time is required to clean the areas used by the City, there will be a charge of \$30.00 per hour.

**DICKINSON ELEMENTARY SCHOOL
435 South Washington St., De Pere, WI**

Dickinson Commons

Fitness Class Wednesdays 6:15pm-8:30pm (2.25 hrs.)

September 9, 2015 through May 25, 2016 (34 dates)

No class Nov. 25, Dec. 23, Dec. 30, and March 30.

(The school will allow the City to store a sound cart.)

Zumba Class Mondays/Thursdays 6:15pm-8:00pm (1.75 hrs.)

September 10, 2015 through June 2, 2016 (67 dates)

No class Oct. 29, Nov. 19, Nov. 26, Dec. 24, Dec. 28, Dec. 31,

Feb. 15, March 28, March 31 and May 30

(The school will allow the City to store a sound cart.)

Rental Charges Consisting of

\$50 per event (101 events) Commons usage charge = \$5,050.00 **WAIVED**

Supervisory charge of \$21.50 per hour for 193.75 hours = \$4,165.63 **WAIVED**

NOTE: If school determines facility supervision (not program related) is insufficient, school will hire a supervisor and charge the City of De Pere \$21.50 per hour.

Custodial charge of \$30.00 per hour for 193.75 hours = \$5,812.50 **WAIVED**

NOTE: If school determines additional custodial time is required to clean the areas used by the City, there will be a charge of \$30.00 per hour.

To hold for the term of **13 months**, beginning on the **17th** day of **June 2015** and ending on the **2nd** day of **June 2016** for such times or portions of the day as specified above, the Lessee yielding and paying therefore the total rent of **\$0.00**.

A current **certificate of insurance** must be submitted prior to the first agreed rental date to De Pere High School, Attn: Jeff Byczek, 1700 Chicago Street, De Pere, WI 54115.

B. Terms, Conditions, and Covenants:

IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN THE DISTRICT AND THE LESSEE: that during the dates listed above, use of the **High School, Middle School, Foxview and Dickinson specified areas** at times not scheduled remain the discretion of the Unified School District of De Pere. There is no guarantee of exclusive use of these areas for the entire day on above listed dates.

That the Lessee will pay the said rent at the times, at the place, and in the manner aforesaid promptly without delay during said term.

That it shall not be necessary for the District or its agents to demand said rent at any place other than the place specified by the District for the payment of the same.

That the Lessee has examined and knows the conditions of said facilities/premises and has received the same in good order and repair, except as hereon otherwise specified, and that no representations as to the condition or repair thereof have been made by the District or its agents prior to, or at the execution of this Lease, that are not hereon expressed or endorsed hereon.

That the facilities/premises herein leased and every part thereof shall, during said term, be used only for the following purposes, by the Lessee, its servants and guests.

City of De Pere Parks and Recreation classes

And that the Lessee will not permit said facility/premises to be used for any immoral or unlawful purpose or purpose that will injure the reputation of the same, or the building of which they are a part, or which is contrary to established Board policy, or which the Board should determine at anytime during the term of this Agreement to be an inappropriate use of said facility/premises and will not use or keep in or about said facility/premises any article or thing which would in any way affect the validity of the standard fire insurance policy of the State of Wisconsin, or any other insurance policies held by the District.

That the Lessee shall store and maintain only such articles or things on said facility/premises as are approved by the District or its agent and shall store and maintain said articles or things only in the location and in the manner designated by the District or its agents.

The District shall not be liable for any damage occasioned by failure to keep said facility/premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, or sewerage, or the bursting, leaking, or running or any cistern, tank, wash-stand, water-closet, or waste-pipe in, above, upon, or about said facility/premises, nor for damage occasioned by water, snow, or ice being upon or coming through the roof, sky light, trap door, or otherwise, or for any occupants, agents of the District or users of the facility/premises.

That the Lessee shall make no alterations in or to said facility/premises under penalty of forfeiture of this Lease and damages.

That the Lessee shall keep the said facility/premises in as good repair as the same are in at the commencement of said term, reasonable use and wear thereof and damage by accidental fire or other accident, not happening through the neglect of Lessee, only accepted.

That during said term the Lessee shall pay the following utility bills arising through the Lessee's use of said facility/premises: **(none)**

That the Lessee shall be liable for repairs to the water pipes, sewer pipes, drain, and plumbing in said facility/premises, which are required through negligent acts of the Lessee.

That the Lessee shall keep said facility/premises in a clean and tenantable condition.

That the Lessee shall obey all lawful orders, rules, and regulations of the health officers, and all the health ordinances of the City of De Pere.

That the Lessee shall not keep in or about the facility/premises any live animals, fowl, or birds. **(none expected)**

That the Lessee will not, during the period of their occupancy of said facility/premises, drive nails, tacks, screws, or other fasteners or attach same to any walls, ceilings, floors, or woodwork of said facility/premises, or allow same to be done without written consent of the District or its agents, and in any case, the Lessee agrees to be responsible for any damage done and will pay for same.

That the Lessee shall not paint upon, attach, exhibit, or display in or about the said facility/premises, any sign or placards, without the written consent of the District.

The District or its agents may at anytime enter and view the leased facility/premises and make such alterations or repairs as the District or its agents may deem necessary.

That the Lessee will not assign this Lease nor let or under-let said facility/premises, or any part thereof.

That in case said premises should be partially damaged by fire, the same shall be repaired as speedily as possible by and at the expense of the District. In case the damage is so extensive as to render the premises un-tenantable, the rent shall cease until the same is repaired. If the facility/premises is so damaged that the District shall decide not to rebuild, said term shall cease, however, the premises shall be surrendered and the accrued rent be paid up until the time of the fire.

That the Lessee shall hold the District harmless of any injury or damages, costs, expenses, or liabilities or other claims against said District or its agents in any way connected with the existence of this Lease, including, but not necessarily limited to judgments, awards, and attorney's fees, also including the cost of defending actions against the District which actions seek to recover costs, expenses, damages, etc.

That the Lessee has obtained property and general liability insurance coverage in the amount of **\$1,000,000.00 per occurrence**; said insurance policy naming the District as an additional insured under that policy and that the Lessee has provided proof of such insurance and the Lessee shall pay all premiums and take whatever actions necessary to maintain said insurance policy during the term of this Agreement and shall actually maintain said policy.

That should the Lessee or any of its servants or guests become intoxicated, disorderly, or permit unnecessary noise in or about the within described facility/premises, it shall be the option of the District or its agents to declare this Agreement null and void.

That any disputes which shall arise between the Lessee and any other occupants of the same facility/premises shall be submitted to the arbitration of the Board whose decision shall be final between the parties.

That the Lessee shall reimburse the District for the cost of District custodian(s); for such time and work of its custodians necessitated by the use of the facility/premises by the Lessee.

That individual participants in the Lessee's activities to be conducted at the facility/premises, with exception of instructors, shall not arrive on any day earlier than fifteen (15) minutes to the scheduled classroom lease time. De Pere School District pupils who are participating in Lessee's activities who are present in the facility/premises at the completion of the school day shall not be permitted to remain in said building, but must vacate the premises and return not earlier than fifteen (15) minutes prior to the scheduled Lessee's activities.

That the Lessee shall be responsible for the supervision of all participants of its activities and hereby agrees to indemnify and hold harmless the District against any and all claims made against the District or arising in any manner out of the activities to be conducted by the Lessee on School District property.

That the Lessee will not leave any religious objects in any of the facility/premises following its daily use of those facility/premises: religious objects include, but not limited to, such items as crosses, crucifix, religious pictures, etc.

That Lessee's activities shall be limited to the types of activities in the areas of District facility/premises as approved by the Board of Education or its designee or agent.

- C. **Provided Always:** The Lessee shall not neglect or fail to perform and observe any of the conditions herein before contained. The District lawfully may, immediately or at anytime thereafter, and while such neglect or default continues, and without further notice or demand, enter into or upon said facility/premises and repossess the same and expel the said Lessee and those claiming under him and remove their effects (forcibly if necessary) without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding breach of covenant; and such expulsion and removal, whether by the direction of the District or its agents

or through the medium of legal proceedings for the purpose instituted, shall not affect the liability of Lessee or its representatives for the past rent due or for future rent to accrue, under this Lease, but the same shall continue as if such removal or expulsion had not taken place.

Lessee further covenants and agrees to pay and discharge all reasonable costs, attorney fees, and expenses that shall be made and incurred by the District in enforcing the covenants and agreements of this Lease, provided the District is the prevailing party.

It is mutually agreed and understood that this Lease may terminate upon written notice by either party to the other, but in all circumstances shall terminate not later than the last date of the term as expressed herein above in Section "A". There shall be no automatic renewal of this Agreement. In the event of a conflict with a school activity, notice of termination of the Lease Agreement for the date in conflict will be given as soon as feasibly possible. In the event of an act of God that requires the closing of the facilities/premises herein leased, the administration reserves the right to cancel any rental agreement affected by said act of God.

In the event of a cancellation an attempt will be made to notify **Marty Kosobucki** ONLY at **920-639-1015** or **920-339-4065**. We will assume the event is canceled when the attempt to notify the above listed person has been completed.

The term "Lessee" when used herein shall be taken in either singular or plural, masculine or feminine, as the case may be, and the provisions of this instrument shall bind the parties mutually and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

In consideration of the mutual rights and obligations set forth herein the parties have entered into this Agreement on this:

_____ day
of _____, 2015

FOR THE LESSEE

Marty Kosobucki
De Pere Parks, Recreation & Forestry Director

_____ day
of _____, 2015

**UNIFIED SCHOOL DISTRICT
OF DE PERE**

Jeff Byczek
Rental Coordinator

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-64, Authorizing Agreement Among the Town of Ledgeview, City of De Pere and the Unified School District of De Pere Regarding the Maintenance of Pedestrian Walkways and Associated Drainage Facilities.

The Board of Public Works recommends approval of this agreement.

Attached for consideration by the Board is an agreement between the City, Ledgeview, and Unified School District of De Pere (District) regarding the O'Keefe and Shetland Walkways and associated drainage facilities. The facilities were originally built in the 1990's. The Agreement identifies responsibilities for the maintenance and repair of these facilities. The catalyst for creating the agreement is that the existing drainage pipes under the trail need to be replaced.

Background

The Town and City entered into the Agreement to Construct Storm Water Drainage Systems, dated November 9, 1994 for the intergovernmental cooperation in the construction and maintenance of storm water facilities including a storm water detention pond located in the City's Saddlebrook Park subdivision. The O'Keefe Road right of way, from Jordan Road to the Heritage School is jointly shared by the Town and City, and crosses a drainage area feeding to the Saddlebrook Pond. This section of O'Keefe Road right-of-way has not been improved as a road but instead has been improved by the District as a walkway from Jordan Road to the Heritage Elementary School. The Shetland Walkway was also constructed in jointly shared right of way from Shetland Place to the O'Keefe Walkway.

Discussion and Recommendation

The O'Keefe Walkway is in need of improvements to facilitate adequate storm water drainage flow northerly to the Saddlebrook Pond through/under the O'Keefe Walkway. Currently, storm water drainage from the property to the south of the O'Keefe Walkway is directed to the Saddlebrook Pond by a 36" diameter pipe which is inadequate to properly drain storm water. The recommended improvement is to install four, forty-eight inch (48") diameter storm water drainage pipes. The Town will undertake the construction of the drainage pipes this year. The Town, District, and City will each pay one third of the cost of the construction.

The maintenance of any drainage swale and the drainage pipes shall be performed by the City or

City contractor. The cost of the maintenance of the swales drainage pipes shall be borne equally (in thirds) by the parties.

The District shall maintain the O'Keefe and Shetland Walkways including controlling litter, removing snow and ice and otherwise keeping the walkway unobstructed and available for public use. The District shall not charge for such maintenance activities. Maintenance shall also include minor, non-structural repairs to the concrete/asphalt walkway that can be completed without replacement of the concrete/asphalt, such as mud-jacking, shaving and/or crack-sealing.

If structural repair or replacement of the walkway(s) or parts of a walkway becomes necessary, the District will notify and consult with the Town and City concerning the repair. The District may, after consultation with the Parties cause the repair(s) to be made to the walkway(s). The cost of the repair shall be borne equally (in thirds) by the Parties.

When the walkways and associated drainage swales and pipes were constructed, there was no agreement created identifying repair and maintenance responsibilities. The purpose for this agreement is to memorialize in the Agreement the repair and maintenance of said walkways and associated drainage facilities.

Staff recommends approval of the Agreement.

ATTACHMENTS:

- Reso15-64 (DOCX)
- Okeefe Walkway Agreement (DOCX)
- Ledgeview Heritage Walkway Agreement Exhibit 1 (PDF)

**AGREEMENT AMONG THE TOWN OF LEDGEVIEW,
CITY OF DE PERE AND THE UNIFIED SCHOOL DISTRICT OF DE PERE
REGARDING THE MAINTENANCE OF PEDESTRIAN WALKWAYS
AND ASSOCIATED DRAINAGE FACILITIES**

THIS AGREEMENT is entered in to this ____ of _____, 2015, among the Town of Ledgeview, a Wisconsin Town ("Town"), the City of De Pere, a Wisconsin municipal corporation ("City"), and the Unified School District of De Pere, a Wisconsin school district ("District").

WHEREAS, The Town and City are parties to an Agreement to Construct Storm Water Drainage Systems, dated November 9, 1994 ("Agreement"), pertaining to intergovernmental cooperation in the construction and maintenance of storm water facilities including a storm water detention pond located in the City's Saddlebrook Park subdivision ("Saddlebrook Pond") as illustrated in Exhibit 1; and

WHEREAS, the O'Keefe Road right-of-way, jointly shared by Town and City, extending southeast from its intersection of Jordan Road to the Heritage Elementary School property, crosses a drainage area feeding the Saddlebrook Pond; further that, said O'Keefe Road right-of-way has not been improved as a road but instead has been improved by District as a walkway from Jordan Road to the Heritage Elementary School ("O'Keefe Walkway"); and

WHEREAS, the O'Keefe Walkway is intersected by an additional walkway extending southerly off Shetland Place right-of-way which is jointly shared by Town and City ("Shetland Walkway") as illustrated on Exhibit 1; and

WHEREAS, the O'Keefe Walkway is in need of improvements to facilitate adequate stormwater drainage flow northerly to the Saddlebrook Pond through/under the O'Keefe Walkway; and

WHEREAS, the parties wish to memorialize in writing their collective understanding and agreement regarding the repair and maintenance of said walkways and proximate drainage facilities.

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

I. O'KEEFE WALKWAY IMPROVEMENT AND RESTORATION

A. Construction of Improvement. Currently, stormwater drainage from the property to the south of the O'Keefe Walkway is directed to the Saddlebrook Pond by a 36" diameter pipe which the parties acknowledge is inadequate to properly drain storm water. After considering alternatives, the parties have determined to improve the O'Keefe Walkway by placing under the walkway four, forty-eight (48") diameter stormwater drainage pipes (the "Improvement"). Town will undertake the construction the Improvement in accordance with applicable law during the 2015 construction season. The Improvement shall include, if necessary, any

restoration of the O'Keefe Walkway to its current condition to the extent of any disturbance of the walkway.

B. Permission for Access or Construction of Improvement. The City and to the extent necessary the District consents to the Town's access to the O'Keefe right-of-way for the purpose of constructing the Improvement as provided in this Agreement.

C. Cost of Improvement. The cost of the Improvement shall be borne equally (in thirds) by the parties. The Town shall invoice the City and District for their portion of the costs within thirty (30) days of completion of the Improvement. The District and City will pay its portion of the costs of the improvements within thirty (30) days of receipt of invoice.

D. Hold Harmless. The Town shall save and hold the District and City harmless from any and all injury to persons or damage to property as a result of the Town construction of the Improvement so long as such injury or damage is not caused by the actionable negligence of the District or City. This provision is intended to indemnify and hold harmless the District and City to the fullest extent permitted by law and includes the payment of reasonable attorneys' fees for defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless Agreement.

II. SWALE AND DRAINAGE PIPE MAINTENANCE.

A. Maintenance of Swales and Drainage Pipes. The maintenance of any drainage swale and the Improvement shall be performed by the City. Maintenance as used in this section shall include removal of vegetation or any other blockage that may impede the flow of water through the Improvement, and other actions to facilitate the flow of storm water through the improvement and necessary to protect the O'Keefe Walkway. Maintenance of the swales and drainage pipes does not include rerouting or reshaping of swales or drainage pipe repair or replacement.

B. Cost of Swale/Culvert Maintenance. The cost of the maintenance of the swales and Improvement as provided in this section shall be borne equally (in thirds) by the parties. The City shall invoice the Town and District for their portion of the costs within thirty (30) days of the completed maintenance activity. The other parties shall pay their portions of the costs of the maintenance within thirty (30) days of receipt invoice.

C. Cost of Swale and Drainage Pipe Repair or Replacement. Should the City determine that rerouting or reshaping of swales or the repair or replacement of drainage pipes within the O'Keefe right of way is necessary to protect the integrity of the O'Keefe Walkway, City may, after consultation with the other Parties, cause the same to be rerouted, reshaped, repaired or replaced as the case may be. The cost of doing so shall be borne equally (in thirds) by the parties. The City shall invoice the Town and District for their portion of the costs within thirty (30) days of the completion of the work. The parties shall pay their portion of the costs of the work within thirty (30) days of receipt of invoice.

D. Access Permission. The Town, and to the extent necessary the District, permits the City to be present upon and perform maintenance work within the right-of-way under ownership and

control of the Town.

E. Hold Harmless/Indemnity. The City shall save and hold the District and Town harmless from any and all injury that may occur to any persons or damage to any property as a result of the City's Swale/Culvert Maintenance activities provided such injury or damage is not caused by the actionable negligence of the Town or District. This provision is intended to indemnify and hold harmless the District and Town to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless Agreement.

III. MAINTENANCE OF WALKWAY

A. Maintenance of Walkways. The District shall maintain the O'Keefe and Shetland Walkways including controlling litter, removing snow and ice and otherwise keeping the walkway unobstructed and available for public use. The District shall not charge for such maintenance activities. Maintenance shall also include minor, non-structural repairs to the concrete/asphalt walkway that can be completed without replacement of the concrete/asphalt, such as mud-jacking, shaving and/or crack-sealing.

B. Repair or replacement of Walkways. If structural repair or replacement of the walkway(s) or parts of a walkway becomes necessary, the District will so notify and consult with the other Parties concerning the repair. The District may, after consultation with the Parties cause the repair(s) to be made to the walkway(s). The cost of the repair shall be borne equally (in thirds) by the Parties. The District shall endeavor to provide adequate notice of the need for repair/replacement to the other Parties so as to allow them to properly budget and plan for the repair costs. The District shall invoice the other Parties for their portion of costs within 30 days of the completion of the project, with payment due the District within 30 days of receipt thereof by the other Party.

C. Walkway Access Permitted. The Town and City expressly permit the District to access the walkways for purpose of providing maintenance as stated herein.

D. District to Hold Harmless. The District shall save and hold the City and Town harmless from any and all injury that may occur to any persons or damage to any property as a result of the District's maintenance and repair activities provided such injury or damage is not caused by the actionable negligence of the Town or City. This provision is intended to indemnify and hold harmless the City and Town to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless Agreement.

IV. MISCELLANEOUS

A. Vacation of Public Ways. Neither the Town nor the City shall take any action to vacate the public walkways without the consent of the District.

B. Duty to Maintain Insurance for Indemnification. Each party agrees that to maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance to the other parties

demonstrating that the other parties are named as an additional insured for purposes of this Agreement.

C. Execution of Agreement. By executing this Agreement, the parties attest and covenant that they have obtained all necessary approvals from their respective governing bodies and that the parties executing this Agreement are duly authorized to do so.

D. Duration. This Agreement shall be of a duration of five (5) years and may be renewed for consecutive five (5) year terms upon written agreement of the parties unless notice is given at least six months prior to the current term of an intent to discontinue this Agreement.

E. Entire Agreement. This Agreement constitutes the entire Agreement of the parties.

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

TOWN OF LEDGEVIEW

CITY OF DE PERE

Phillip J. Danen, Town Chairman

Michael J. Walsh, Mayor

Sarah Burdette, Town Clerk:

Shana L. Defnet, Clerk-Treasurer

UNIFIED SCHOOL DISTRICT OF DE PERE

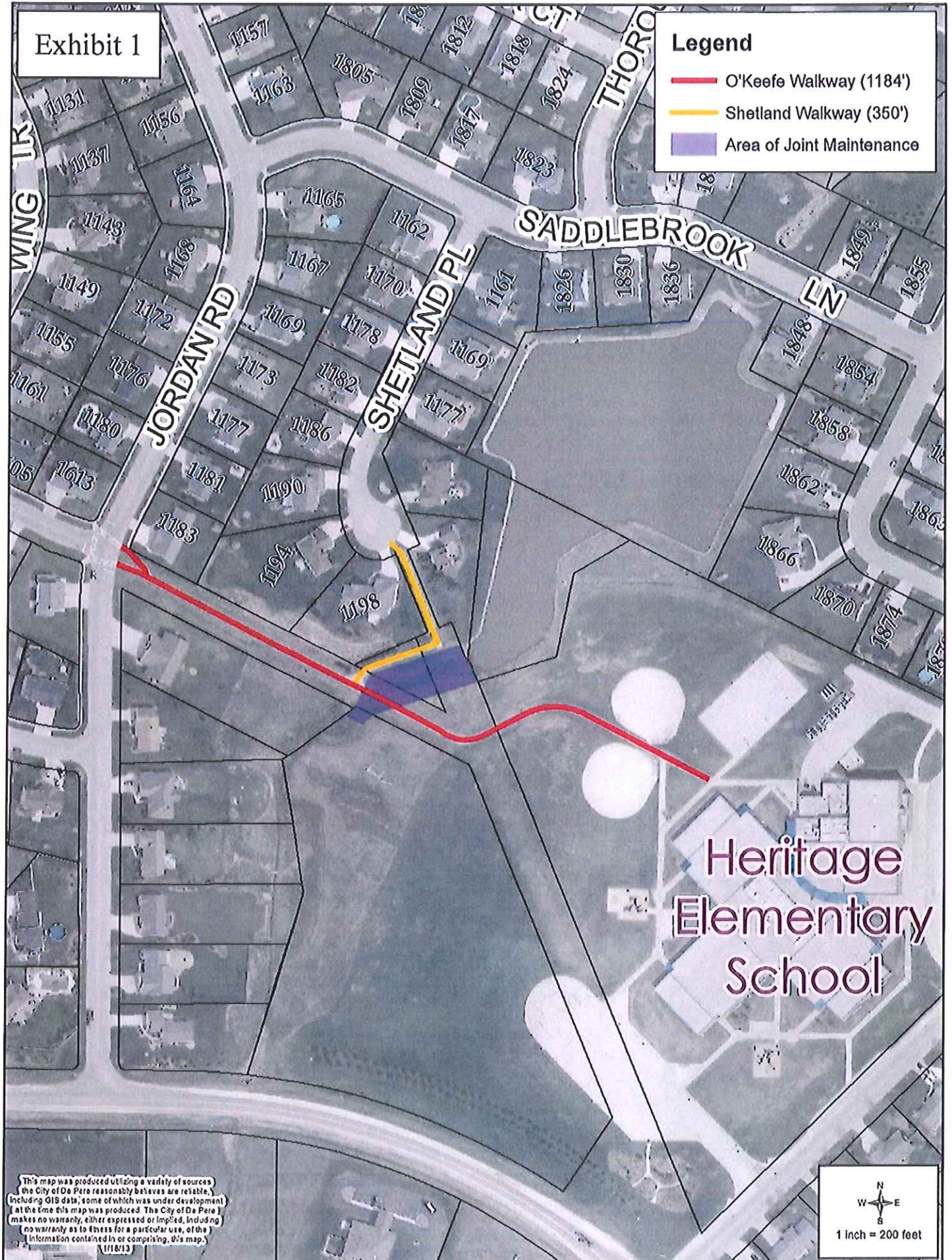
Paul Summerside, Board President

Dan Van Staten, Board Clerk

Exhibit 1

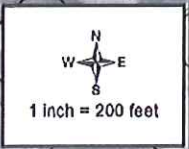
Legend

- O'Keefe Walkway (1184')
- Shetland Walkway (350')
- Area of Joint Maintenance



Heritage
Elementary
School

This map was produced utilizing a variety of sources including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.
1/18/13



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-65, Authorizing Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Oak Street Right-of-Way Width).

The Board of Public Works recommendation is to accept the quote from Robert E. Lee & Associates For Easement Descriptions estimated at \$3,950.00.

The Wisconsin Department of Transportation (WisDOT) will be reconstructing 8th Street from Oak to the north City Limits in 2017. As part of the WisDOT right of way review, they identified a discrepancy in the right of way of Oak Street between Seventh and Ninth Street. The Plat of De Pere Company's Addition shows the right of way of Oak Street as 80 feet. There are several certified survey maps in the area that also show the Oak Street right of way as 80 feet. The Brown County parcel mapping shows the right of way at 75 feet with varying dimensions. The sidewalk on Oak Street has been constructed as if the right of way were 75 feet.

The Engineering Department received proposals for a registered land surveyor to complete the following:

- Determine the right of way width of Oak Street between Seventh Street and Ninth Street by reviewing the existing data and any necessary field work. Provide a layout of the existing right of way to the City and meet to discuss the existing right of way map.
- If the right of way is found to be 80 feet it will be reduced to 75 feet using the most economical means. The City will approve the final layout prior reducing the width. The surveyor will provide legal descriptions and map documents ready for signature and recording by the City of De Pere. This work will only be required if the right of way is found to be more than 75 feet.

The total cost of this work is estimated as follows:

Sanitary Sewer Easement Descriptions	Estimate
Robert E. Lee & Associates	\$3,950.00
Mau & Associates	\$8,275.00
Mach IV Engineering & Surveying	\$8,910.00

\$15,000 is budgeted in 2015 capital improvement program for the design of 8th Street by the

Wisconsin Department of Transportation. The survey work will be from the budgeted funds for Eighth Street.

ATTACHMENTS:

- Reso15-65 (DOCX)
- REL (Oak St ROW) 6-15-189-006-15 (DOCX)
- Exhibit A - REL Oak (PDF)
- Exhibit B - REL Oak (PDF)

RESOLUTION #15-65

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(Oak Street Right-of-Way Width)

WHEREAS, the City requires engineering services to verify right-of-way width on Oak Street between Seventh Street and Ninth Street; and

WHEREAS, Robert E. Lee & Associates, Inc. has available and offers to provide personnel and equipment necessary to accomplish such work within the required time.

WHEREAS, the Board of Public Works has reviewed such matter 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 Agreement for Consulting Services Between the City of De Pere and Robert E. Lee & Associates, Inc., as is attached hereto.

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 16th day of June, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-65 (3567 : Resolution#15-65, Oak Street Right of Way Width)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(Oak Street Right-of-Way Width)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City requires engineering services to verify right-of-way width on Oak Street between Seventh Street and Ninth Street; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project scope is as described in the City's Request for Proposals (Exhibit A) and the Consultant's Proposal thereto dated June 3, 2015 (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

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

III. 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 by September 30, 2015. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay closeout of the contract within said time, 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, namely payment in a lump sum at the conclusion of the project. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made

IX. RESPONSIBILITY OF CONSULTANT

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

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 City 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. The time for completion of the work shall be extended by the number of days the work is suspended. 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.

XIX. 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 of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

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

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

XX. NOTICES

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

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:

Robert E. Lee & Associates, Inc.
Attention: James Westerman
1250 Centennial Centre Boulevard
Hobart, WI 54155

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

ROBERT E. LEE & ASSOCIATES, INC.
By:

CITY OF DE PERE
By:

Print Name:
Title:

Michael J. Walsh, Mayor

Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2015\REL (Oak St ROW) 6-15-189-006-15.docx

Attachment: REL (Oak St ROW) 6-15-189-006-15 (3567 : Resolution#15-65, Oak Street Right of Way Width)

Request for Proposals For Oak Street Right-of-Way width

The City of De Pere would like to invite your firm to submit a proposal for verification of the right of way width on Oak Street between Seventh Street and Ninth Street.

GENERAL INFORMATION:

The Wisconsin Department of Transportation will be reconstructing 8th Street from Oak to the north City Limits in 2017. As part of their right of way review, they identified a discrepancy in the right of Oak Street between Seventh and Ninth Street. The Plat of De Pere Company's Addition shows the right of way of Oak Street as 80 feet. There are several certified survey maps in the area that also show the Oak Street right of way as 80 feet. The Brown County parcel mapping shows the right at 75 feet with varying dimensions. The sidewalk on Oak Street has been constructed as if the right of way were 75 feet.

SCOPE OF WORK TO BE PERFORMED:

The scope of work includes:

1. Determine the right of way width of Oak Street between Seventh Street and Ninth Street by reviewing the existing data and any necessary field work
Provide a layout of the existing right of way to the City and meet to discuss the existing right of way map.
2. If the right of way is found to be 80 feet it will be reduced to 75 feet using the most economical means. The City will approve the final layout prior reducing the width. Providing all 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. This work will only be required if the right of way is found to be more than 75 feet.

SCHEDULING:

The proposal will be received by June 3, 2015, at 3:00 p.m.

The City will award the project on June 16, 2015.

Meet with the City by September 30, 2015, at 3:00 p.m.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers 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.

PROPOSAL REQUIREMENTS AND FEE:

Provide a summary of your project approach to complete this work. The summary should identify the major steps to complete this work, including any required field work anticipated. The summary should be no longer than one page and can be included as part of a cover letter or as a stand alone page.

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 of all correspondence as well as one in MS Word and one in Adobe Acrobat format. All maps will be in AutoCAD Civil 3D 2014.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

A copy of the De Pere plat has been attached.

Two CSM's from the area are 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) Meetings with residents. The consultant is not required to attend.
- 3) Recording documents for a change in right of way.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item	Unit	Quantity	Unit Price	Fee
Oak Street Right-of Way Width				
Determine right-of-way width of Oak Street between Seventh Street and Ninth Street				\$ _____
Legal Descriptions to reduce the right of way width.	EACH PARCEL	36	\$ _____	\$ _____

Attachment: Exhibit A - REL Oak (3567 : Resolution#15-65, Oak Street Right of Way Width)



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

1250 Centennial Centre Boulevard, Hobart, WI 54155
PH 920-662-9641 FAX 920-662-9141

June 3, 2015

ERIC RAKERS, P.E.
CITY OF DE PERE
925 S. SIXTH STREET
DE PERE, WI 54115

RE: Proposal for Surveying Services
Oak Street Right of Way

Dear Mr. Rakers:

Thank you for allowing Robert E. Lee & Associates, Inc. (REL) the opportunity to provide you with this proposal for survey work as described herein.

Within you will find our project scope and cost for the Oak Street Right Of Way project. If you have any questions, comments, or if we can assist you in any other way, please do not hesitate to contact us.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

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

Dennis E. Reim, PLS, V.P.
Director of Technical Services

Attachment: Exhibit B - REL Oak (3567 : Resolution#15-65, Oak Street Right of Way Width)



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

1250 Centennial Centre Boulevard, Hobart, WI 54155
PH 920-662-9641 FAX 920-662-9141

PROJECT SCOPE

All work performed by REL will in accordance with the City of De Pere's Request for Proposal (RFP) titled "Oak Street Right-of-Way Width". REL is proposing an alternate method, described herein, to the "Legal Descriptions to reduce the right of way width". Said RFP is attached as part of this proposal.

RIGHT OF WAY DETERMINATION SURVEY

REL proposes to complete a Plat of Survey of the right of way of Oak Street lying between Seventh Street and Ninth Street. As part of this survey we will research the public records for existing survey maps and other real estate transactions relating to the right of way of Oak Street. We complete a field reconnaissance survey of existing monuments, analyze their relationship to record documentation, and compute the right of way location of Oak Street.

We will monument the block corners at all street intersections. If an existing monument fits the computed right of way position we will clearly identify it on the survey map. No corners will be set at the intersection of the right of way and property lines. The final map will be signed & sealed by a licensed land surveyor and filed in the office of the Brown County Surveyor.

RIGHT OF WAY REDUCTION

REL proposes an alternate method to reduce the right of way of Oak Street if it is found to be 80 feet in width. We believe it would be more cost effective to the City to vacate the unwanted right of way. This would eliminate the need to prepare a separate description for each property. Upon vacation, any adjacent property to the right of way would automatically gain title to its proportioned share. For this street vacation REL will prepare and exhibit map and a legal description for the entire portion to be vacated. The City would be responsible for all other procedures necessary for the vacation to be valid. If the right of way of Oak Street is reduced monuments would be placed at the block corners of the new right of way location and the Plat of Survey described above would also depict the new location.

PROJECT COST

Below is our lump sum fee schedule for the tasks described above. A rate sheet is also attached for any additional work performed that is not described within this proposal.

Right of way Determination Survey	\$3,200.00
Right of Way Reduction	\$750.00

Robert E. Lee and Associates, Inc.
2015 Survey Labor/Equipment Rates

Staff Type

Billing Schedule

SURVEY DIRECTOR	134.00
SURVEY ASSISTANT	42.00
SURVEY MANAGER	104.00
SURVEYOR I	58.00
SURVEYOR II	68.00
SURVEYOR III	78.00

Equipment Type

Rate Schedule

Iron Pipe (1" x 24")	\$3.00/Each
Iron Pipe (2" x 30")	\$4.00/Each
ATV	\$13.50/Hour
GPS	\$37.00/Hour
Hubs	\$0.35/Each
Laser Level	\$12.50/Hour
Lath	\$0.51/Each
Mileage	\$0.575/Employee Auto \$0.71/Company Auto
Total Station	\$8.50/Hour
Robotic Total Station	\$36.00/Hour

Attachment: Exhibit B - REL Oak (3567 : Resolution#15-65, Oak Street Right of Way Width)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-66, Authorizing Revised State/Municipal Agreements for Various Street Improvement Projects.

The Board of Public Works recommends approval of this agreement and that it be forwarded to the Council for approval.

Attached is the revised State Municipal Agreement (SMA) with WisDOT for Surface Transportation Program - Urban (STP-U) projects on Allard, Helena, and Cook Street. Last month, the Board and Council approved the agreement for design services with Cedar Corp and WisDOT for these projects. As stated in that memo “*WisDOT will be revising the SMA to reflect changes in the streets for the project. This will be brought back to the Board of Public Works.*” The purpose for this memo is to provide the revised SMA’s.

Background

In August of 2014, the City entered into an SMA for grant funding of up to 80% of the project costs for resurfacing the following streets.

- Allard Street - Grant to Reid
- Erie Street - O’Keefe to Virginia
- Libal - Ridgeway to LeBrun
- Helena - Seventh to Sixth
- Ninth - Grant to Main

The City obtained grants for the streets under the STP-U grant program. Some additional grant funding came available that allowed partial funding of the remainder of Helena Street from Suburban to Seventh. This section of Helena includes the addition of storm sewer. In order to minimize City cost, it is important to have street funded to the Federal allowed 80%. Based on this, the streets included in the grant were modified with Libal and Ninth being eliminated and Helena, from Suburban to Seventh being funded to 80%.

Summary

The summary for the streets is as follows:

Project ID/Description	Total	Federal/State	Municipal (City)
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	Estimated Cost	Funds	Funds
ID 4985-00-51/52 - Allard Street - Grant to Reid	\$390,557	\$312,446	\$78,111
ID 4985-00-53/54 - Erie Street - O'Keefe to Virginia	\$515,716	\$412,573	\$103,143
ID 4985-00-57/58 - Helena Street - Seventh to Sixth	\$497,528	\$398,018	\$99,510

ATTACHMENTS:

- Reso15-66 (DOCX)
- 4985 00 51_52 C DEPERE, ALLARD ST, GRANT ST-REID ST REV 1 UNSIGN 06032015 (PDF)
- 4985 00 53_54 C DEPERE, ERIE ST, O'KEEFE ST -VIRGINIA DR REV 1 UNSIGN 06032015 (PDF)
- 4985 00 57_58 C DEPERE, HELENA ST, SUBURBAN TO 6TH ST REV 1 UNSIGN 06032015 (PDF)

RESOLUTION #15-66

AUTHORIZING REVISED STATE/MUNICIPAL AGREEMENTS FOR
VARIOUS STREET IMPROVEMENT PROJECTS

WHEREAS, the State of Wisconsin Department of Transportation (DOT) and the City are parties to Agreements (authorized by Resolution #14-94) for the following street improvement projects:

- Allard Street – Grant to Reid
- Erie Street – O’Keefe to Virginia
- Libal Street – Ridgeway to LeBrun
- Helena Street – Seventh to Sixth
- Ninth Street – Grant to Main; and

WHEREAS, additional grant dollars are available, allowing the City to adjust the street improvement projects to take full advantage of those grant dollars, resulting in revisions to the Allard Street, Erie Street and Helena Street projects and removal of the Libal and Ninth Street projects from 2103-2018 STP-Urban funding cycle; and

WHEREAS, pursuant to Resolution #15-56, the Council authorized a three-party design consulting agreement between DOT, City and Cedar Corporation for design of the revised Allard, Erie and Helena Street projects; and

WHEREAS, the DOT revised the State/Municipal Agreements for the Allard, Erie and Helena Street Projects to incorporate the revised scopes of the work, and copies of those Revised State Municipal Agreements are attached and incorporated as Exhibits A, B and C respectively; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached Revised State/Municipal Agreements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the Revised State/Municipal Agreements, Exhibits A, B and C as are attached hereto.

BE IT FURTHER RESOLVED THAT:

The Council affirmatively revokes, repudiates and cancels its approval of State/Municipal Agreements covering Libal and Ninth Streets as provided under Resolution #14-94; authorizes and directs the Mayor to execute such documents as may be prepared to nullify and terminate such agreements; and further directs the Clerk-Treasurer to send notification of the City evocation, repudiation and cancelation thereof should the DOT not provide nullification and termination documents for execution.

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 16th day of

June, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

 1ST REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT <i>This agreement supersedes the agreement signed by the Municipality on August 25, 2014 and signed by DOT on September 22, 2014.</i> Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	Revised Date: JUNE 3, 2015 Date: JUNE 5, 2014 I.D.: 4985-00-51/52 Road Name: C DEPERE, ALLARD ST Limits: GRANT ST TO REID ST County: BROWN Roadway Length: 0.18 miles Functional Classification: MAJOR COLLECTOR Project Sponsor: CITY OF DE PERE Urbanized Area: GREEN BAY UZA
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The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility consists of 2-14 lanes of an urban cross section. The existing pavement is asphalt. It has longitudinal, transverse cracking, and some spot alligator cracking. It was last improved in 1998. There is existing curb and gutter, sidewalk, and bicycle accommodations. There is existing lighting.

Proposed Improvement - Nature of work: The proposed project is resurfacing of the urban cross section. The new pavement will be hot mix asphalt with curb and gutter. Permanent and temporary pavement marking and signing will be installed. Lateral storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **N/A.**

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$312,446 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$312,446 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-51					
Design	\$40,000	\$32,000	80% *	\$8,000	20% + BAL
State Review	\$53,590	\$42,871	80% *	\$10,719	20% + BAL
ID 4985-00-52					
Participating Construction	\$235,792	\$188,634	80% *	\$47,158	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$61,175	\$48,941	80% *	\$12,234	20% + BAL
Total Est. Cost Distribution	\$390,557	\$312,446	N/A	\$78,111	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$312,446 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name	Title	Date
------	-------	------

Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
- 5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below. While federal funding is only currently available for design, the items listed below are illustrative of items that will be 100% locally funded should the project receive federal funding for construction.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be

adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers 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 Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-51: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 4985-55-51: Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the municipality.
 - c. ID 4985-55-51: Utility items are funded 100% by the Municipality.

d. ID 4985-00-52: Construction:

- i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
- e. Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$312,446**. This federal funding cap applies to all federally funded project phases.

[End of Document]

 1ST REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT <i>This agreement supersedes the agreement signed by the Municipality on August 25, 2014 and signed by DOT on September 22, 2014.</i> Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	Revised Date: JUNE 3, 2015 Date: JUNE 6, 2014 I.D.: 4985-00-53/54 Road Name: C DEPERE, ERIE ST Limits: OKEEFE ST TO VIRGINIA DR County: BROWN Roadway Length: 0.63 miles Functional Classification: MAJOR COLLECTOR Project Sponsor: CITY OF DE PERE Urbanized Area: GREEN BAY UZA
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The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility has 2-12 foot lanes that consists of an urban cross section. The existing pavement is asphalt and was last improved in 1998. There are existing sidewalks and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed project consists of resurfacing the urban cross section. The new pavement will be asphalt with curb and gutter. Lateral storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **N/A.**

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$412,573 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$412,573 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy**

for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-53					
Design	\$55,000	\$44,000	80% *	\$11,000	20% + BAL
State Review	\$53,590	\$42,872	80% *	\$10,718	20% + BAL
ID4985-00-54					
Participating Construction	\$341,009	\$272,807	80% *	\$68,202	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$66,117	\$52,894	80% *	\$13,223	20% + BAL
Total Est. Cost Distribution	\$515,716	\$412,573	N/A	\$103,143	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$412,573 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
- 5. The work will be administered by the State and may include items not eligible for Federal participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of

costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
 - e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all

private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers 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 Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-53: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 4985-00-53: Utility items are funded 100% by the Municipality.
 - c. ID 4985-00-54: Construction:
 - i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).

- d. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$412,573**. This federal funding cap applies to all federally funded project phases.

[End of Document]

 1st REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT <i>This agreement supersedes the agreement signed by the Municipality on August 25, 2014 and signed by DOT on September 22, 2014.</i> Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	Revised Date: June 3, 2015 Date: JUNE 6, 2014 I.D.: 4985-00-57/58 Road Name: C DEPERE, HELENA ST Limits: SUBURBAN DRIVE TO SIXTH ST County: BROWN Roadway Length: 0.11 miles Functional Classification: MAJOR COLLECTOR Project Sponsor: CITY OF DE PERE Urbanized Area: GREEN BAY UZA
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The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility consists of 2-12 lanes of an urban cross section. The existing pavement consists of asphalt and was last improved in 2002. The pavement is experiencing block cracking throughout the corridor. There is existing sidewalk and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed improvement is for resurfacing the urban cross section. The proposed pavement is Hot Mix Asphalt with concrete curb and gutter. Lateral storm sewer will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
N/A

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$398,018 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$398,018 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-57					
Design	\$65,800	\$52,640	80% *	\$13,160	20% + BAL
State Review	\$45,469	\$36,374	80% *	\$9,095	20% + BAL
ID 4985-00-58					
Participating Construction	\$297,930	\$238,344	80% *	\$59,586	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$88,329	\$70,660	80% *	\$17,669	20% + BAL
Total Est. Cost Distribution	\$497,528	\$398,018	N/A	\$99,510	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$398,018 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
- a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
- a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.

j. Management Consultant and State Review Services.

5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality

or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers 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 Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-57: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 4985-00-57: Utility items are funded 100% by the Municipality.

c. ID 4985-00-58: Construction:

- i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
- d. Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$398,018**. This federal funding cap applies to all federally funded project phases.

[End of Document]

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #15-67, Authorizing Agreement Extending Option to Purchase Between the City of De Pere and Washworld of De Pere LLC.

ATTACHMENTS:

- Reso15-67 (DOCX)
- Washworld - option extension 6-15-138-003-12 (DOCX)
- Exhibit A - Washworld Sale & Option (PDF)
- WashworldOption_2015 (PDF)

RESOLUTION #15-67

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

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute such Agreement Extending Option to Purchase as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-67 (3589 : Resolution #15-67, Extending Option)

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

THIS AGREEMENT is entered into this ____ day of _____, 2015, by and between the City of De Pere (City), a Wisconsin municipal corporation and Washworld of De Pere LLC, a Wisconsin limited liability company (Developer).

WHEREAS, City and Developer are parties to an Agreement Regarding the Sale/Purchase and Option to Purchase Certain Property, dated October 11, 2012, a copy of which is attached hereto and incorporated by reference as Exhibit A; and

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

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

WHEREAS, the City desires to promote this development.

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

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

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

is hereby extended by an additional 24 months, and shall expire October 11, 2017.

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

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

WASHWORLD OF DE PERE LLC

By:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

Personally came before me this ____
day of _____, 2015, the above
named _____ and
_____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Notary Public: _____
My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

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CITY OF DE PERE

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

Personally came before me this ____
day of _____, 2015, the above
named Michael J. Walsh, Mayor and
Shana L. Defnet, Clerk-Treasurer.
known as the persons who executed
the foregoing instrument and
acknowledge the same.

Notary Public: _____
My Commission expires: _____

Attachment: Washworld - option extension 6-15-138-003-12 (3589 : Resolution #15-67, Extending Option)

Washworld of De Pere
Option to Purchase Extension
Page 2 of 2

**AGREEMENT REGARDING THE SALE/PURCHASE AND
OPTION TO PURCHASE CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND WASHWORLD OF DE PERE LLC**

THIS AGREEMENT, made and entered into this 11th day of October, 2012, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Washworld of De Pere LLC, a Wisconsin limited liability company ("Developer").

RECITATIONS

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

WHEREAS, Developer desires to enter into an agreement to purchase Parcels WD-1136-1 and WD-1136-2, totaling approximately 3.40 acres for the purpose of constructing their corporate headquarters (hereinafter "Building Development") and for an option to purchase an additional 1.85 acre parcel (WD-1136-3) adjacent thereto for future expansion; and

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

WHEREAS, the District shall statutorily terminate on December 31, 2020; and

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

WHEREAS, Developer's ability to develop the corporate office headquarters complex is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement; and

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

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

I. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell the following described property (hereinafter referred to as the Fee Parcel):

Lot 2, Volume 52, Certified Survey Map page 3, Brown County Map No. 7561 (Parcel WD-1136-1) and Lot 3, Volume 52, Certified Survey Map page 3, Brown County Map No. 7561 (Parcel WD-1136-2) being part of Lot 2, plat of Southbridge Business Park being part of Lots 109 and 110, Williams Grant Subdivision, Sec 6, T22N, R20E, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.

subject to the City retaining a 15 foot utility easement along the northwesterly lot line of Parcel WD-1136-1, all as depicted on the aerial photograph map attached and incorporated as Exhibit

A. The legal description of the utility easement is attached and incorporated as Exhibit B.

A. Purchase Price. The purchase price for the Fee Parcel shall be Forty Thousand Dollars per acre multiplied by 3.40 acres for a total purchase price of One Hundred Thirty-Six Thousand Dollars (\$136,000).

B. Municipal Improvements and Utilities. The purchase price for the Fee Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water, and by the following private utility improvements: electric service, natural gas and telecommunication services. With the exception of municipal water service, which has already been extended onto the Fee Parcel, all other such improvements and utilities shall be available from and located in and along the entire length of the City right-of-way and applicable utilities easements along American Boulevard. The purchase price however is not intended to and does not

cover extension of those other municipal improvements from their location in City right-of-way onto the Fee Parcel.

C. Earnest Money. City acknowledges the receipt of earnest money from Developer in the amount of \$300. Such earnest money shall be credited against the purchase price upon closing on the property. Should the property sale fail to close for reasons not attributable to the City, the earnest money shall be forfeited to City.

II. CLOSING PROCEDURE. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Fee Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. Abandonment and Relocation of Existing Municipal Water Line.

1. City shall at its own cost and expense, release its watermain easement located between Parcels WD-1136-1 and WD-1136-2 and abandon as described herein and relocate the municipal water line currently located therein to the northwesterly lot line of Parcel WD-1136-1. City shall cap the existing water line at a point designated by Developer, so that the existing water line is able to be used to service the Building Development. The portion of existing water line to the west of the cap shall be filled with sand slurry and abandoned. City shall notify Developer in writing when such water line has been abandoned and relocated and provide Developer with a recorded Release of Easement for the existing water line.
2. City shall also obtain a utility easement from the owner of Parcel WD-1136 for relocation of such water service line.

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

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

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

1. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.

2. Easements of record provided the same do not restrict or interfere with the intended use of the property.
3. Obligations contained in this Agreement.

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

F. Closing Date. Closing shall take place on or before October 31, 2012, at De Pere City Hall unless the parties agree otherwise in writing.

III. OPTION TO PURCHASE

A. In consideration of, and contingent upon, the annual payment of \$925 (\$500/acre x 1.85/acres) commencing the date of this Agreement and due and payable on or before the anniversary thereof for the following two (2) years, City grants Developer a thirty-six (36) month option to purchase the 1.85 acre parcel identified as Parcel WD-1136-3 and described in Exhibit A as "Option Parcel".

B. Option Period. The thirty-six (36) month option period shall run from the date of this Agreement. Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest to the Option Parcel without the written consent or waiver of Developer. It is specifically understood that any

rights to the Option Parcel are contingent upon Developer's compliance with this section and the timely payment of the above referenced option fee.

C. Failure to Pay Annual Option Fee. If Developer fails to make timely payment of the option fee, City shall be released of all obligations in regard to Developer and the Option Parcel and may market and convey the Option Parcel without any notice or consent of Developer.

D. Exercise of Option. Upon service of written notice to City, the parties shall set a mutually agreeable date for closing not more than sixty (60) days from the date of receipt of such notice. The purchase price for the Option Parcel shall be forty thousand dollars (\$40,000) per acre multiplied by 1.85 acres (\$74,000) less all option fees paid as of the date of closing. Said purchase price shall cover all municipal improvements currently located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer, municipal water and private utility improvements of electric, natural gas and telecommunication services. No assessment will be made to the Option Parcel for these public improvements. This paragraph shall not limit the City's ability to assess the Option Parcel for future public improvements. All option fees paid by Developer will be credited to the purchase price at closing.

E. Warranties. The warranties and representations made by City covering Utilities (I.B), Evidence of Title (II.B), Closing Costs (II.C), Conveyance of Title (II.D), Access Prior to Closing (II.E), and Environmental Warranties and Indemnities (IV.), regarding the Fee Parcel are likewise made with respect to the Option Parcel.

IV. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. **Environmental Condition of Property.** City has forwarded to Developer a Phase I Environmental Audit of the Fee Parcel. At the time of purchase of the property, the City made reasonable inquiries into the use of the property and was informed that during the time of the party's prior ownership, the Fee Parcel was used as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Fee Parcel has ever been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. **Release of Hazardous Substances.** To the best of its knowledge, the City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action. This representation is made subject to further inquiry referenced as a Phase I Environmental Study, above.

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

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

5. **Flood plain or wetlands.** Fee Parcel is located in an area not currently identified as flood plain or shoreland-wetlands under Chapter 15 De Pere Municipal Code.

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

V. CITY OBLIGATIONS

A. Project Grants.

1. The City agrees to make two grants (collectively, the "Project Grants," and individually, a "Project Grant") to defray the costs of the Building Development. The aggregate amount of the Project Grants shall be \$490,000, on the following schedule:
 - (a) The first Project Grant in the amount of \$245,000 shall be payable not more than fifteen (15) days after approval of the completed footings and foundation by the Building Inspection Department.
 - (b) The second Project Grant in the amount of \$245,000 shall be payable not more than fifteen (15) days after the issuance of the certificate of occupancy for the Building.
2. The aggregate amount of the Project Grants is premised upon the completed Building Development having an Assessed Value equal to the Guaranteed Value or real property tax purposes of not less than \$2.6 million as of January 1, 2014. If the Assessed Value of the Building Development as of such date is less than the Guaranteed Value, Developer and its successors and assigns, agrees to make payment to City in lieu of taxes as provided in Section VI.B. below.

B. Street Median Removal. City shall, at its own cost and expense, remove or have removed the existing concrete median on American Boulevard in front of Parcel WD-1136-1 and replace the same with a raised crossing median strip. Such work will be completed by June 1, 2013.

VI. DEVELOPER OBLIGATIONS

A. Construction

1. **Site Plan.** Developer has submitted a site plan for the Building Development which received approval of the City Plan Commission on September 24, 2012, subject to the conditions identified in the September 25, 2012 letter from De Pere Director of Planning and Economic Development, Ken Pabich, to Developer, attached and incorporated as Exhibit C.

2. **Developer to Substantially Improve.** Developer shall substantially develop the building and improvements on the property in accordance with the plan submitted to the City so that the Building Development is substantially complete on or before January 1, 2014. Substantial development as used in this Agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this Agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the reasonable discretion of City.

3. **Failure to Submit Site Plan or Substantially Develop.** If, in the reasonable discretion of City, Developer has not complied with the

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

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

all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

5. **Return of Project Grants.** Developer agrees to and obligates itself and its successors and assigns to repay all Project Grants received from City should it fail to complete construction of the Building Development in accordance with the Plan Commission approved site plan on or before January 1, 2014, unless otherwise agreed by the parties in writing. Upon repayment in full of the Project Grant, plus interest at the statutory rate from the date the Project Grant was made to the date repaid, the obligations found in paragraphs B., C. and D. below, shall become null and void.

B. Guarantee of Value. Developer warrants that as of January 1, 2014, and for the life of the District, the value of the Building Development shall not be less than \$2.6 million. Developer, for itself, its successors and assigns, agrees that should the Assessed Value in 2014 be less than the Guaranteed Value, it will make a payment in lieu of tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the Guaranteed Value. Such Deficit Payment shall be determined as follows:

- (1) The amount of the Deficit Payment shall be determined by subtracting the Assessed Value from the Guaranteed Value. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for that tax year for the west side of De

Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it was due.

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

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

C. Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the Assessed Value of the Building Development below the value at which the Building Development is assessed as of January 1, 2014.

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

VII. DEFAULT PROVISIONS.

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

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

VIII. MISCELLANEOUS.

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

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

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

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

1. If to Developer: Washworld of De Pere LLC
1755 E. Matthew Drive
De Pere, WI 54115

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

With a copy to: City of De Pere
City Administrator
335 South Broadway Street
De Pere, WI 54115

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

F. **Entire Agreement.** This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

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

WASHWORLD OF DE PERE LLC

By:

Peter T. Jensen

Print Name: Peter T. Jensen
Title:

CITY OF DE PERE

Michael J. Walsh

Michael J. Walsh, Mayor

David C. Stock

Print Name: DAVID STOCK
Title: SEC./TRES.

Shana L. Defnet

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

Personally came before me this 9th
day of October, 2012, the above
named Peter T. Jensen and
David C. Stock,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Susan Pankratz

Notary Public: Susan Pankratz
My Commission expires: 8-11-2013

Drafted by: Judith Schmidt-Lehman

STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

Personally came before me this 11th
day of October, 2012, the above
named Michael J. Walsh, Mayor and
Shana L. Defnet, Clerk-Treasurer.
known as the persons who executed
the foregoing instrument and
acknowledge the same.

Jennifer Dupont

Notary Public: Jennifer Dupont
My Commission expires: 5/15/16

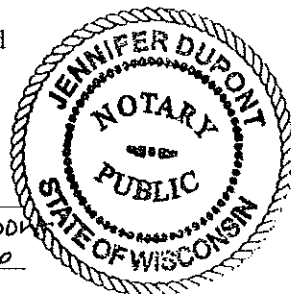


Exhibit A

15' Utility
Easement

Fee Parcel

Option Parcel

1591925

67,503 SF

1591925

80,719 SF

1591925

80,719 SF

120

186

412.00

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



Scale 1:1200

EXHIBIT BCITY OF DE PERE EASEMENT

Part of Lot 2, Volume 52 of Certified Survey Maps, Page 3, Map Number 7561, City of De Pere, Brown County, Wisconsin more fully described as follows:

BEGINNING at the westerly corner of said Lot 2;

thence N43°48'05"E, 212.51 feet on the northwesterly line of said Lot 2 to the northwesterly corner thereof;

thence S52°40'00"E, 15.10 feet on the northeasterly line of said Lot 2;

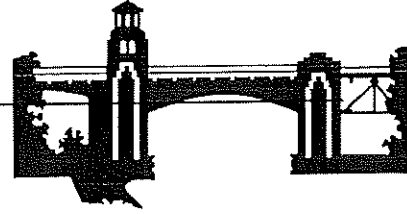
thence S43°48'05"W, 212.47 feet to the southwesterly line of said Lot 2;

thence N52°48'50"W, 15.10 feet on said southwesterly line to the Point of Beginning.

Said parcel contains 3,187 Square Feet (0.073 Acres) of land more or less.

CITY OF DE PERE

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



September 25, 2012

Mr. David Stock
Washworld of De Pere LLC
1755 Matthew Drive
De Pere, WI 54115

RE: Site Plan Review for Washworld

Dear Mr. Stock,

The City of De Pere Plan Commission reviewed the **Site Plan Review** request. The Plan Commission **approved** the request with the following conditions:

Public Works

1. Provide a concrete end wall on the storm sewer discharges to the City pond.
2. Provide riprap with geotextile fabric at the outfalls to the City pond.
3. The storm sewer outfall should be at least 8 feet south of the water main that is to remain active.
4. Provide a concrete drive apron in the right-of-way.

Fire

1. Provide complete detailed plans for construction review; provide details of use for all areas of structure.
2. Separation of hazards/use may be required. Provide floor arrangement for inside structure. Detail any hazardous substances (and quantities expected)/or operations anticipated within the structure.
3. Provide details for the means of egress throughout the structure. Provide exit/emergency lighting throughout the means of egress. Adequacy subject to field inspection.
4. No smoking and floor loading signage may be required.
5. Provide fire extinguishers at maximum 75' travel distances, locate extinguishers towards the exits.
6. Provide fire sprinkler system drawings for approval prior to installation of the system. Include hydraulic calculations and cut sheets for any newer equipment.
7. Provide fire alarm system drawings for approval prior to installation of any system. Include battery sprinkler and cut sheets for any newer equipment.
8. Install key box for fire department access.

Building

1. The refuse shall be enclosed with a matching brick material or cedar fencing and nonmetal gates.
2. Lighting on the back of the building shall be shielded to block light from the residential area to the west.
3. Plans for the monument sign shall be submitted to the City for approval.

The request **will not require** approval by the City Council. The project can proceed when the conditions outlined above are completed. Should you have any questions regarding the Plan Commission's actions or require further information, please feel free to contact me at 339-4043.

Sincerely,



Ken Pabich
Director of Planning and Economic Development

cc: David Hongisto, Building Inspector
David O'Brien, Bayland Buildings, P.O. Box 13571, Green Bay WI 54307

CITY OF DE PERE

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



June 9, 2015

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Request to extend Option on Parcel WD-1136-3

Staff has received a request to extend the Option to Purchase for Parcel WD-1136-3. Peter Jensen of WashWorld, Inc. is requesting an additional 2-year option for the property. The initial option was approved on October 11, 2012 as part of the project for the main facility.

As it is stated in the letter from WashWorld, they are experiencing significant growth and want to ensure the ability to expand on to this property. Based on their growth plans, staff feels confident that the company will continue to expand.

Recommendation

Staff would recommend a two-year extension with the same conditions and that staff is authorized to amend the existing agreement for Council approval.

Attachment: WashworldOption_2015 (3589 : Resolution #15-67, Extending Option)

May 21, 2015

Mr. Ken Pabich
City of DePere
335 South Broadway
De Pere, WI 54115

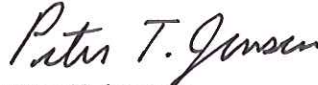
Dear Ken:

Washworld of DePere LLC would like to extend the Option to Purchase granted to us in Section IIIA of the Sale and Purchase Agreement we entered into on October 11, 2012. Under this section, for an annual payment of \$925 Washworld of DePere LLC has an option to purchase the 1.85 acre parcel identified as parcel WD-1136-3 which is adjacent to our current property on American Blvd.

In part as a result of the wonderful facility we were able to build on American Blvd, our manufacturing business is thriving. We are increasing sales and adding employees. Because of this growth, there is a good possibility that in the near future we will need to expand onto Parcel WD-1136-3. Thus we request that the City of DePere extend our option to October 11, 2017 at the same annual fee of \$925.

If you accept this extension, please sign below.

Respectfully,



Peter T. Jensen

Member, Washworld of DePere LLC

City of De Pere



WASHWORLD

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #15-68, Authorizing Submission of Community Oriented Policing Services Grant Application.

The De Pere Police Department, Unified School District of De Pere and the West De Pere School District continue to maintain a strong relationship for the furtherance of the safety of students. Through this strong partnership the city supplies three school resource officers who patrol, provide programming, investigate crimes and are in residence in nine schools within or near the city. They are considered school staff and City of De Pere employees concurrently. The three officers are split between the two districts with one each assigned to the high school, and middle school, and the other assigned to all the elementary schools in both districts.

The *current cost breakdown* is as follows: for 10 months of the year, the one SRO in each district that is assigned to the high/middle schools is paid 50% by the school district assigned, and the other 50% is paid by the police department. The other two months the police department pays 100%. The third SRO assigned to both school districts' elementary schools is paid 33% by each school district and the police department for 10 months of the year, and the remaining two months fully paid by the PD.

The United States Department of Justice (DOJ) is encouraging applications for grants from the COPS program to fund school resource officers and community policing officers. The department is proposing to apply for a school resource officer grant position for an amount up to \$125,000 paid over three years. The grant position would eventually become a permanent position in the department raising the staffing level from 35 to 36 sworn officers. The grant requires a 25% match in cash. The grant payment would be for salary and fringe benefits for an entry level police officer, but not for uniforms, weapons, or other equipment, etc. The payments for 10 months would be equally split between the district and the PD for each officer with the remaining two months fully paid by the police department.

The COPS grant through the DOJ is a great opportunity to increase needed staff in the schools, increase safety for the students/staff, and increase police/student contacts. Please authorize applying for this DOJ grant. If you should have any questions please contact me at your convenience. Thank you.

ATTACHMENTS:

- Reso15-68 (DOCX)

RESOLUTION #15-68

AUTHORIZING SUBMISSION OF COMMUNITY ORIENTED
POLICING SERVICES GRANT APPLICATION

WHEREAS, the United States Department of Justice offers community policing grants under its Community Oriented Policing Services (COPS) Program; and

WHEREAS, if awarded, such grant will be used by the City to fund a school resource officer position up to a maximum grant amount of \$125,000 paid over three years; and

WHEREAS, this grant program requires a 25% match; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Police Chief is authorized to submit a COPS grant request for funding the above described activities.

BE IT FURTHER RESOLVED THAT:

Any such grant awarded shall be formally accepted by the Common Council.

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 16th day of June, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-68 (3586 : Resolution #15-68, COPS Grant Request)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #15-69, Authorizing Interim Contractor Agreement Between the City of De Pere and Green Bay Water Utility (Water Billing Process Training and Interim Billing Services).

Karen Hornick, Water Billing Clerk, will be retiring from the City effective July 7, 2015. Karen has been employed for 38 years with the City and we wish her the best in retirement! We are currently in discussions with the City of Green Bay Water Utility to determine the viability of contracting water/wastewater utility billing with them vs. filling the soon to be vacant position. Once we have completed our discussions with the Green Bay Water Utility, a recommendation to either contract the services or to fill the position will be provided at a future meeting.

In the meantime, while Karen is still employed, it would be advantageous for an employee from the Green Bay Water Utility to train with Karen. This action would enhance the overall transition if the decision is made to contract services from the Green Bay Water Utility. There would not be any charge for the training time. Once Karen retires, we are proposing that Green Bay would perform the work until a decision was made on the agreement or until we filled the vacancy. Karen is the only employee dedicated to water billing. We anticipate bringing a recommendation forward in July. We will be charged \$21.50 per hour for interim services. The funding would come from the savings associated with not having the position filled. An agreement for this temporary arrangement will be ready for the June 16th City Council meeting.

ATTACHMENTS:

- Reso15-69 (DOCX)
- GB Water Utility Contractor Agreement (PDF)

RESOLUTION #15-69

AUTHORIZING INTERIM CONTRACTOR AGREEMENT BETWEEN
THE CITY OF DE PERE AND THE GREEN BAY WATER UTILITY
(Water Billing Process Training and Interim Billing Services)

WHEREAS, the City is in need of interim water billing services; and

WHEREAS, the Green Bay Water Commission has offered to receive water utility billing operation and procedure training and perform the interim billing services; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Interim Contractor Agreement as is attached hereto, subject to such changes deemed necessary by the City Attorney and City Administrator.

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 16th day of June, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

DRAFT

**INTERIM CONTRACTOR AGREEMENT
BETWEEN THE CITY OF DE PERE AND
THE GREEN BAY WATER UTILITY**

**for
Water Billing Process Training
and Interim Billing Services**

THIS AGREEMENT made this _____ day of _____, 2015, by and between the CITY OF DE PERE, a Wisconsin municipal corporation ("City"), and the GREEN BAY WATER COMMISSION, a municipal public utility under Wis. Stats. §66.0801 ("Commission").

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties agree as follows:

I. CONTRACTOR STATUS

It is agreed that any person the Commission uses to provide or perform services under this Agreement is an employee of the Commission and not an employee of the City.

II. SCOPE OF WORK

The City contracts with Commission for the following services:

- A. Becoming trained by City in the operations and procedures of water utility billing activities, as described in the attached proposed draft Green Bay Water Utility proposal (Attachment 1), as may be amended and supplemented upon agreement of the parties; and
- B. Performing the operations and procedures of water billing activities as described in Attachment 1 after such training period and forward until this Agreement is terminated as provided in Section V.

III. CONSIDERATION

The City agrees to pay the Commission \$21.50/hour/person for all hours the operations and procedures of the water utility activities are performed by the Commission. City shall not pay the Commission for any hours spent being trained in such activities.

Commission shall invoice City for the compensable hours on a monthly basis. City shall remit payment to Commission within 15 days of receipt of invoice.

IV. CONDUCT OF WORK

- A. City and Commission agree that all activities performed pursuant to this Agreement will be coordinated and directed by City Finance Director Joe Zegers. In the event

the named person is unable to participate in the above described activities, City Clerk-Treasurer Shana Defnet shall fulfill such role.

- B. All persons assigned by the Commission to perform the work described in this Agreement shall do so professionally, diligently and with honesty, respect, and good judgment.
- C. City will be responsible for compliance with all applicable Federal, State, and local laws and regulations.
- D. All documents, reports, electronic communication and other city water utility billing records created by Commission employee(s) during the course of the work hereunder are City documents and records, subject to the city retention, maintenance and control.
- E. During the course of the performance of this contract Commission employee(s) may become privy to confidential information kept by the City. Commission and its employee(s) shall maintain the confidentiality of all such information to the fullest extent provided by law.

V. TERM OF AGREEMENT

This Agreement shall commence as of the date first written above. It shall terminate as of the date of execution of a final agreement for water utility billing services between the City and Commission. Should a final agreement for water billing services not be executed, this Agreement shall extend for such period of time as is necessary for City to properly resume billing activities itself.

VI. INSURANCE

Commission shall name the City, its officers, officials, employees and agents as an additional insured under its general and public official's liability policies for purposes of the activities covered by this Agreement. Further, the Commission shall indemnify, save and hold City, harmless from any and all damage or injury that may occur or be said to have occurred as a result of Commissions performance 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. Finally, this hold harmless shall include but not be limited by enumeration to attorney's fees, costs, expenses incurred by City in defense of any demand, suit and/or judgment arising from this Agreement.

VII. TERMINATION

If either party believes the other party has breached any provision of this agreement, written notice thereof shall be sent to the other party detailing the activity considered a breach. The breaching party shall have 10 working days to cure the breach, and if not cured within that

time, the non-breaching party may terminate this Agreement by sending written notice of termination to the breaching party.

VIII. MISCELLANEOUS

- A. This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly executed by all parties.
- B. This Agreement shall be governed by and construed and interpreted in accordance with the law of the State of Wisconsin.
- C. Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid addressed to:

City of De Pere
C/o City Administrator
335 S. Broadway St.
De Pere, WI 54115

Green Bay Water Utility
c/o Nancy Quirk, General Manager
631 S. Adams St.
Green Bay, WI 54301

Dated this _____ day of _____, 2015.

CITY OF DE PERE

GREEN BAY WATER COMMISSION

Michael J. Walsh, Mayor

Print Name:

Title:

Shana L Defnet, Clerk-Treasurer

Print Name:

Title:

Green Bay Water Utility (GBWU) draft proposal

DRAFT

for office services performed for the De Pere Water Department (DWD)

- GBWU would host the software and the DWD customer database consisting of approximately 9,000 customers
- GBWU would, with DWD assistance, complete the migration of customer information from the current DWD system to the GBWU Harris Northstar billing system
- GBWU would process quarterly customer bills from quarterly meter readings received from DWD
- GBWU would print and mail quarterly customer bills on full-sheet statements with return payment stubs and return envelopes
- GBWU would process, print and mail past due and tax notices according to the DWD operating guidelines
- GBWU would supply all envelopes, paper stock and postage for outgoing mailings for bills and notices (past due and tax) sent from the GBWU office
- GBWU would provide DWD with a live interactive internet connection to the software and customer database
- GBWU would train the DWD staff necessary for viewing accounts, entering payments made at the DWS facility, making adjustments to customer accounts and any other procedures that DWD prefers to handle internally
- GBWU would train the DWD staff on any software enhancements utilized by DWD
- GBWU would process customer payments received via postal mailings including entry in the customer accounts and generating report journals
- GBWU would scan customer checks and customer payment stubs for electronic image storage and electronic image bank deposit
- GBWU would prepare and deliver electronic and paper daily deposits to the DWD Associated Bank account
- GBWU would answer DWD customer phone calls regarding water billing issues via a call-forwarding phone arrangement which would transfer the incoming calls from DWD to GBWU
- GBWU would contact DWD customers by phone and by mail to schedule appointments for necessary meter exchanges and enter appointments on meter exchange personnel calendars
- GBWU would generate new lists for meter exchanges from available DWD maps and software
- GBWU would maintain the DWD meter information and provide real-time access to DWD

This is a brief list of the highlights of the services GBWU would provide. The specific details of the processes and procedures could be finalized after we have seen your software and database and learn more about your operations and preferences.

Our quote for the above services is \$5,500 per quarter for paper stock, envelopes, postage and mailing services and \$9,500 per quarter for labor. There would be no initial setup or conversion charges.

Attachment 1

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

MEETING DATE: June 16, 2015

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #15-70, An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.

ATTACHMENTS:

- 2015BorrowingMemoJune102015 (DOC)
- Copy of Copy of 2015 TID and City Bonding Projects - UPDATE - 2015-06-09(XLSX)
- Initial Resolution - De Pere 2015A G.O. Promissory Notes (DOCX)

To: Honorable Mayor and Members of the Finance Committee
 Larry Delo, Administrator
 From: Joe Zegers, Finance Director
 Date: June 10, 2015
 Subject: 2015 Borrowing

I have attached the initial borrowing resolutions and project list which was originally presented to the Finance Committee in May 2015 in regard to the approval of initial resolutions to authorize the 2015 borrowing program. The initial borrowing resolution in an amount not exceed \$6,120,000 is for the TID related property acquisition and development grants of \$5,940,000 and is borrowed with taxable notes. The remaining items are included in the initial tax-exempt borrowing resolution not to exceed \$ 10,210,000 in the form of notes which includes \$1,414,000 for the non-TID borrowing, \$4,400,000 for tax-exempt TID borrowing, \$2,000,000 for sanitary sewer interceptors and \$2,090,000 for refinancing 2005 bonds of \$2,025,000 for a total tax-exempt amount of \$9,904,000. The initial borrowing resolutions include \$4,500,000 for land acquisition or \$2,400,000 for American Boulevard street construction. The land acquisition amount of \$4,500,000 includes two separate land purchases of \$3,400,000 and \$1,100,000. If the larger amount of \$3,400,000 continues to go forward, the \$2,400,000 American Boulevard project will be eliminated from the project list on the final borrowing resolutions so the final total borrowing will be smaller. The initial borrowing resolutions are intentionally higher than the amounts on the project list to allow for any possible increases between now and the final borrowing resolution and also include financing costs. The refinancing is projected to save the City nearly \$178,000 in net present value in debt service payments from 2016-2024.

The list for non-TID borrowing has been substantially decreased from the project list originally presented to the Finance Committee in May 2015 due to the City using a combination of the state shared revenue payment of \$263,605 which we have traditionally budgeted in the capital improvements fund as well as borrowing proceeds of approximately \$1,000,000 for Cty PP street construction borrowed for and budgeted in 2014. This amount remains unspent since we had already borrowed for the project in 2013. Those proceeds will now be used to lower our borrowing for street-related projects in 2015. As a result, our non-TID project borrowing list for 2015 has decreased from \$2,769,624 to \$1,414,000. I have reviewed the new debt payment schedules for the two new issuances and they fit in with the projected borrowing in the City's budget model which annually has built in \$1,700,000 for annual non-TID borrowing.

I have not yet received a schedule of events from Springsted but the projected sale and final borrowing resolution is expected to go to Council around August 18th with proceeds paid to the City in September. This information is presented for your review and approval. Should you have any questions on this feel free to contact me or I will be present at the City Council meeting on June 16th.

Attachment: 2015BorrowingMemoJune102015 (3581 : Resolution #15-70)

City of De Pere
Proposed 2015 Project Borrowing List
June 9, 2015

Proposed Project	Proposed Budget	Actual	Comments
Police/Fire - Repair Parking Lot in Rear of Police/Fire Departments	\$37,000	\$37,000	Proposed Borrowing Matches with 2015 Budget
Fire - Station 2 Remodeling	500,000	500,000	Proposed Borrowing Matches with 2015 Budget
MSC-Reconstruction of Rear Parking Area	310,000	375,000	Proposed Borrowing Higher than 2015 Budget
Machinery & Equipment-Replace Truck # 75 1994 International Dump Truck	180,000	167,000	Proposed Borrowing Lower than 2015 Budget
Recycling-Replace Truck #84	280,000	265,000	Proposed Borrowing Lower than 2015 Budget
2008 Peterbilt Recycling Truck			
Community Center - Repair Lower Level Parking Lot	70,000	70,000	Proposed Borrowing Matches with 2015 Budget
Parks-Replace Jim Martin Park Playground	95,000	0	Eliminated for 2015 Borrowing - Use Cash
Crackfilling/Patching	243,724	0	Eliminated for 2015 Borrowing - Use Cash
Sidewalks	56,000	0	Eliminated for 2015 Borrowing - Use Cash
Sidewalks-Lawrence Drive	513,900	0	Eliminated for 2015 Borrowing - Use Cash
Steet-County PP Lights	85,000	0	Eliminated for 2015 Borrowing - Use Cash
Street Construction-Grant/Suburban/Apollo Intersection Upgrade	52,000	0	Eliminated for 2015 Borrowing - Use Cash
Street Construction-Webster/Charles Intersection Upgrade	85,000	0	Eliminated for 2015 Borrowing - Use Cash
Street Construction-8th St. Design	15,000	0	Eliminated for 2015 Borrowing - Use Cash
Street Construction-Broadway St. Design	15,000	0	Eliminated for 2015 Borrowing - Use Cash
Street Construction-STP-Grant Participation	15,000	0	Eliminated for 2015 Borrowing - Use Cash
Street Construction-LeBrun	120,000	0	Eliminated for 2015 Borrowing - Use Cash
Non-TID Total	2,672,624	1,414,000	
TID 5 - 125 Yr City Celebration	88,610	0	Eliminated for 2015 Borrowing - Use Cash
TID 5 - Garbage Enclosures	30,000	0	Eliminated for 2015 Borrowing - Use Cash
TID 5 - Façade Grant	30,000	0	Eliminated for 2015 Borrowing
TID 6 - Road Construction - Venture	1,374,000	0	Eliminated for 2015 Borrowing
TID 6 - Road Construction - Richco	750,000	550,000	Planned Project Decreased \$200,000
TID 6 - Development Grant-Taxable	400,000	75,000	Planned Project Decreased \$325,000
TID 6 - Road Reconstruction - Fortune	850,000	850,000	Project is still pending and may be removed
TID 6 - Land/Property Acquisition-Taxable	3,500,000	4,500,000	Project is still pending and may be removed
TID 6 - Road Reconstruction - American Blvd		2,400,000	New Project - May or May Not Proceed
TID 7 - Development Grant-Taxable	300,000	800,000	Proposed Borrowing Matches with 2015 Budget
TID 7 - Dam Repair	250,000	250,000	Proposed Borrowing Matches with 2015 Budget
TID 7 - Façade Grant	30,000	0	Eliminated for 2015 Borrowing
TID 7 - Garbage Enclosures	30,000	0	Eliminated for 2015 Borrowing - Use Cash
TID 8 - Development Grant-Taxable	300,000	500,000	Planned Development Project Increased \$200,000
TID 8 - New Road Extension	350,000	0	Eliminated for 2015 Borrowing
TID 8 - New Regional Pond	350,000	0	Eliminated for 2015 Borrowing
TID 9 - Development Grant-Taxable	300,000	65,000	Planned Development Project Decreased \$235,000
TID 10 - Commerce Phase I	900,000	0	Eliminated for 2015 Borrowing
TID 10 - New Regional Pond	350,000	350,000	Proposed Borrowing Matches with 2015 Budget
TID 10 - Development Grant	300,000	0	Eliminated for 2015 Borrowing
TID Total	10,482,610	10,340,000	
Wastewater Treatment Fund			
Investigation and Rehabilitation Costs for Fox River Crossing, Northeast, Southeast, and Charles Street Interceptors	0	2,000,000	This represents the approximate amount needed to borrow for the GBMSD bill for this project. The City budgeted \$230,805 for an annual payment for this project in 2015. The City receives annual payments of \$160,485 from GBMSD through 2027 available to help make annual payments on this bill.
Refunding			
Refund Series 2005A		2,090,000	NEW - Cost Savings
TOTAL BORROWING	\$13,155,234	\$15,844,000	

		Round-Ups for Set-Sale Resolutions (3% COI)	
TOTAL - Tax-Exempt Projects	\$ 9,904,000	\$	10,210,000
TOTAL - TAXABLE Projects	\$ 5,940,000	\$	6,120,000
	\$15,844,000	\$	16,330,000

Attachment: Copy of Copy of 2015 TID and City Bonding Projects - UPDATE - 2015-06-09 (3581 : Resolution #15-70)

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

June 16, 2015

Resolution No. 15-70

**An Initial Resolution Authorizing the Sale and Issuance of
General Obligation Promissory Notes;
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of De Pere, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is in need of funds to finance (i) parking lot improvements, fire station remodeling, street construction and improvements, the purchase of a dump truck and a recycling truck, dam repair and improvements, and construction of a regional detention pond (collectively, the “**Project**”), and (ii) the current refunding of some or all outstanding maturities of the City’s \$2,650,000 General Obligation Corporate Purpose Bonds, Series 2005A, dated August 1, 2005 (the “**Refunding**”).

2. The Governing Body deems it in the best interests of the City that the funds needed for the Project and the Refunding be borrowed, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately \$10,210,000 (the “**Notes**”) to finance the Project and the Refunding; *provided, however*, that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the “**Purchaser**”).

Attachment: Initial Resolution - De Pere 2015A G.O. Promissory Notes (3581 : Resolution #15-70)

Section 3. Preparation of Official Statement and Official Terms of Offering.

The Mayor, the Clerk, and the Finance Director (in consultation with the City's Financial Advisor, Springsted, Incorporated) are each hereby authorized to cause a preliminary offering document for the Notes (the "**Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith the "**Official Terms of Offering**" and a "**Bid Form**". The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Notes to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the City routinely uses for posting notices of its official business.

Section 4. Bids for Notes.

Written bids for the sale of the Notes shall be received by the City on the date fixed in the Official Terms of Offering, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Official Terms of Offering for the Notes.

Section 5. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes, which may be in the form of an executed bid form (the "**Purchase Contract**"), to fix the interest rate or rates on the Notes in accordance with the Purchase Contract, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 6. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 7. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and things required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 8. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 9. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: June 16, 2015

Approved: June ____, 2015

Mayor

Clerk

Attachment: Initial Resolution - De Pere 2015A G.O. Promissory Notes (3581 : Resolution #15-70)

CERTIFICATIONS BY CLERK

I, Shana L. Defnet, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**City**”), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the “**Governing Body**”), and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date.** On June 16, 2015, a meeting of the Governing Body was held commencing at _____ p.m.
2. **Posting.** On June ____, 2015 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City’s offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On June ____, 2015 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June ____, 2015, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on June ____, 2015.

Clerk

[Seal]

Attachment: Initial Resolution - De Pere 2015A G.O. Promissory Notes (3581 : Resolution #15-70)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #15-71, An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.

ATTACHMENTS:

- Initial Resolution - De Pere 2015B Taxable G.O. Promissory Notes (DOCX)

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

June 16, 2015

Resolution No. 15-71

**An Initial Resolution Authorizing the Sale and Issuance of
Taxable General Obligation Promissory Notes;
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of De Pere, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is in need of funds to finance various development grants within the City’s Tax Incremental Districts Nos. 6, 7, 8, and 9, and the acquisition of land within the City’s Tax Incremental District No. 6 (collectively, the “**Project**”).
2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable taxable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately \$6,120,000 (the “**Notes**”) to finance the Project; *provided, however*, that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the “**Purchaser**”).

Section 3. Preparation of Official Statement and Official Terms of Offering.

The Mayor, the Clerk, and the Finance Director (in consultation with the City’s Financial Advisor, Springsted, Incorporated) are each hereby authorized to cause a preliminary offering document for the Notes (the “**Official Statement**”) to be prepared and distributed to any

banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith the “**Official Terms of Offering**” and a “**Bid Form**”. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Notes to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the City uses for routinely posting notices of its official business.

Section 4. Bids for Notes.

Written bids for the sale of the Notes shall be received by the City on the date fixed in the Official Terms of Offering, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Official Terms of Offering for the Notes.

Section 5. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes, which may be in the form of an executed bid form (the “**Purchase Contract**”), to fix the interest rate or rates on the Notes in accordance with the Purchase Contract, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 6. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 7. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and things required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 8. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 9. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: June 16, 2015

Approved: June ____, 2015

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Shana L. Defnet, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**City**”), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the “**Governing Body**”), and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date.** On September 16, 2014, a meeting of the Governing Body was held commencing at _____ p.m.
2. **Posting.** On June ____, 2015 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City’s offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On June ____, 2015 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June ____, 2015, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on June ____, 2015.

Clerk

[Seal]

Attachment: Initial Resolution - De Pere 2015B Taxable G.O. Promissory Notes (3582 : Resolution #15-71)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Resolution #15-72, Authorizing Agreement for Noxious Weed/Long Grass Cutting Services Between the City of De Pere and Lizer of Wisconsin, Inc.

Issue: Approval/award contract to a landscaping company for cutting weeds on properties in violation of the City's Noxious Weed Ordinance.

Summary: We have solicited quotes to conduct weed cutting on properties in violation of the City's Weed Ordinance. After soliciting multiple contractors and running a proposal for quotes in the Green Bay Press Gazette, we received 1 quote. Quotes include having a minimum insurance of not less than \$2 million general liability and not less than \$4 million umbrella liability; response time of two working days; line trimming when needed; and baling or collecting of weeds/grass if needed. I have summarized the quotes below for your review.

Company	Fee/hour	Notes
Lizer Lawn Care	\$55.00/hour - 2015 \$58.00/hour - 2016 \$60.00/hour - 2017	¾ hour minimum. Insured.

Staff Recommendation:

As the lone responder to our request Lizer Landscape is not able to make the Umbrella insurance requirements of \$4 million, instead coming in at \$2 million. After careful consideration and review of the charge for the service and certificate of insurance for the requested limits it is staff's recommendation, though, to approve **Lizer Landscape** for 2015-2017.

If you have any questions, please contact me at 339-8362.

ATTACHMENTS:

- Reso15-72 (DOCX)
- Weed.Grass Cutting Agreement-Lizer 6-15 (DOCX)
- Exhibit A - Lizer (PDF)
- Exhibit B - Lizer (PDF)

- CtyDePereco insurance from Lizer (PDF)

RESOLUTION #15-72

AUTHORIZING AGREEMENT FOR NOXIOUS WEED/LONG GRASS CUTTING SERVICES BETWEEN THE CITY OF DE PERE AND LIZER OF WISCONSIN, INC.

WHEREAS, the City is in need noxious weed/long grass cutting services upon private property when the owner thereof fails to comply with §74-10 De Pere Municipal Code; and

WHEREAS, Lizer of Wisconsin, Inc. has available and offers to provide personnel and equipment necessary to accomplish the work 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 Noxious Weed/Long Grass Cutting Service Between the City of De Pere and Lizer of Wisconsin, Inc., attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of June, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR NOXIOUS WEED/LONG GRASS CUTTING
SERVICES BETWEEN THE CITY OF DE PERE
AND LIZER OF WISCONSIN, INC.**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the City of De Pere, Wisconsin, (“City”), and Lizer of Wisconsin, Inc., a Wisconsin corporation (“Contractor”).

WITNESSETH

WHEREAS, the City is in need noxious weed/long grass cutting services upon private property when the owner thereof fails to comply with §74-10 De Pere Municipal Code; and

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

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Contractors Proposal thereto dated June 8, 2015 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Contractor 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 CONTRACTOR SERVICES

Contractor agrees to perform those services which are described in Exhibit A through 2016. City shall have the right to extend this Agreement through 2017 provided City provides notice to Contractor on or before December 31, 2016.

The Contractor acknowledges that Contractor records regarding the matters covered under this Agreement constitute Contractor records under Wis. Stats. §19.36(3) et seq. Contractor agrees to comply with Public Records requirements pertaining to those records and to respond to City’s requests for records within 10 days when a request is made for its records.

III. CITY OBLIGATIONS

City agrees to give Contractor notice of need for weed/long grass cutting via e-mail to John Calewarts at: John@lizer.net. The City may also contact Contractor by phone in addition to the e-mail, however failure to call does not relieve Contractor from its obligation to timely respond to the notice of need for services.

IV. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall commence work after notice and proceed with all deliberate speed to meet the two (2) work day response time requirements of the City. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay performance for a period in excess of 24 hours additional, Contractor shall so inform the City in writing.

V. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation of \$55 per man hour for 2015 and \$58 per man hour for 2016, as identified in Exhibit B, to be paid on an as billed basis. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

VI. INSURANCE

A. The Contractor 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, with per occurrence limits of \$1,000,000, \$2,000,000 general aggregate and 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.

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

VII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Contractor 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 Contractor or Contractor's officers, directors, partners, employees, in the performance and furnishing of Contractor's services under this Agreement.

VIII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of person and firms performing subcontract work.

IX. 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 Contractor without the prior written consent of the other.

X. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor 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.

XI. 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.

XII. 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 Contractor 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.

XIII. 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 Contractor 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 Contractor 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 Contractor 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.

XIV. 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.

XV. NOTICES

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

If to City:

City of De Pere
Attn: City Administrator
335 S. Broadway
De Pere, WI 54115

If to Contractor:

Lizer of Wisconsin, Inc.
Attn: Kevin Moran
2034 Bellevue St
Green Bay, WI 54311

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

LIZER OF WISCONSIN, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2015\Weed.Grass Cutting Agreement-Lizer 6-15.docx

Lizer of Wisconsin, Inc.
Grass Cutting Agreement
Page 5 of 5



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8362
Fax: 920-339-4071

Don Melichar
City Forester
dmelichar@mail.de-pere.org
www.de-pere.org

Service Agreement for Noxious Weed/Long Grass cutting for City of De Pere to include the following:

1. Cost of service will be on a per hour basis.
2. Contractor to respond to City request within two (2) working days of notice.
3. Services will include noxious weed/long grass cutting, line trimming and, when necessary, baling or collection of cut weeds/grass of property in violation.
4. Services will be conducted during the spring, summer and fall seasons.
5. City will contact contractor by email and/or phone to inform them of services needed.
6. Agreement term: 2015-2016 with City option to extend contract through 2017.
7. Price proposal: Please provide rates for 2015, 2016 & 2017.
8. Contractor shall maintain for the life of this Agreement comprehensive general liability insurance of not less than \$2,000,000; with additional umbrella liability insurance not less than \$4,000,000; automobile bodily injury and property damage liability not less than \$600,000; and statutory workers compensation and employers' liability insurance as required by the State of Wisconsin.
9. Contractor shall not subcontract any of the work agreed upon with the City.

Attachment: Exhibit A - Lizer (3605 : Resolution #15-72, Contracting Weed Cutting Services)



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8362
Fax: 920-339-4071

Don Melichar
City Forester
dmelichar@mail.de-pere.org
www.de-pere.org

Service Agreement for Noxious Weed/Long Grass cutting for City of De Pere to include the following:

1. Cost of service will be on a per hour basis. *55.00 per hour*
2. Contractor to respond to City request within two (2) working days of notice.
3. Services will include noxious weed/long grass cutting, line trimming and, when necessary, baling or collection of cut weeds/grass of property in violation.
4. Services will be conducted during the spring, summer and fall seasons.
5. City will contact contractor by email and/or phone to inform them of services needed.
6. Agreement term: 2015-2016 with City option to extend contract through 2017.
7. Price proposal: Please provide rates for 2015, 2016 & 2017. *2015 - 55.00 2016 - 58.00 2017 - 60.00*
8. Contractor shall maintain for the life of this Agreement comprehensive general liability insurance of not less than \$1,000,000; with additional umbrella liability insurance not less than \$4,000,000; automobile bodily injury and property damage liability not less than \$600,000; and statutory workers compensation and employers' liability insurance as required by the State of Wisconsin.
9. Contractor shall not subcontract any of the work agreed upon with the City.

John Calvert 6-8-15



CERTIFICATE OF LIABILITY INSURANCE

LIZEOFW-01

MMAJESKIE

DATE (MM/DD/YYYY)

6/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Brehmer Agency Inc. P.O. Box 498 12800 W. Silver Spring Drive Butler, WI 53007	CONTACT NAME: Mary Majeskie PHONE (A/C, No, Ext): (262) 781-3714 FAX (A/C, No): (262) 781-6049 E-MAIL ADDRESS: mary@brehmeragency.com																					
INSURED Lizer of Wisconsin Inc. Lizer Lawn Care 2034 Bellevue Street Green Bay, WI 54311	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Regent Insurance Company</td><td></td></tr> <tr> <td>INSURER B :</td><td>General Casualty of Wisconsin</td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Regent Insurance Company		INSURER B :	General Casualty of Wisconsin		INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		CCX1014523	02/01/2015	02/01/2016	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					PESTICIDE HERBI \$ 100,000
A	AUTOMOBILE LIABILITY		CBA1014520	02/01/2015	02/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	Comp. Ded. \$100	Coll Ded. \$1,000				\$
B	☒ UMBRELLA LIAB	☒ OCCUR	CCU1014521	02/01/2015	02/01/2016	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DED ☒ RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	CWC1014522	02/01/2015	02/01/2016	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ Y ☐ N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater		CCX1014523	02/01/2015	02/01/2016	Hired Equipment 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of DePere
 Park, Recreation & Forestry Dept
 925 S. Sixth Street
 De Pere, WI 54115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

MEETING DATE: June 16, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Consider Community Service Grant Application.

ATTACHMENTS:

- 6-16-2015 Grant Application (PDF)



City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:	The DePere Historical Society		
Grant Applicant Name:	Dr. Adam Stueck	Email address:	info@depererhistoricalsociety.org
Physical Address:	403 N. Broadway De Pere WI. 54115		
Phone Number:	420-336-3877	Alt. Phone Number:	n/a
Date:	5-29-15	Program Title:	DePere Historical Society Children's Newsletter

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:

Please see attached narrative.

1ST GOAL/OBJECTIVE

Description:

Please see attached narrative

2ND GOAL/OBJECTIVE

Description:

Please see attached narrative

3RD GOAL/OBJECTIVE

Description:

Please see attached narrative

MISCELLANEOUS INFORMATION

Deadlines: Grant application deadline is June 1 or December 1 of each year. 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): Dr. Adam Stueck Date: 5-29-15

Printed Name (Group Representative): Dr. Adam Stueck

Grant Application for the Community Service Grant of the City of De Pere for the Purpose of Gaining Funding in Support of the De Pere Historical Society Children's Newsletter

Prepared by Dr. Adam Stueck
Director, White Pillars Museum

Part I: Project Description and Objectives

For four years, the De Pere Historical Society has offered a wealth of educational programming to the elementary schools of De Pere. These programs include *Four Seasons and Seven Years Ago*, an outreach program taken into the classroom to teach students about the Civil War as experienced by school aged children of the nineteenth century; *The Downtown De Pere Walking Tour*, a day long program in downtown De Pere to educate students on history, computer research, environmental awareness, and harnessing our waterways responsibly. In addition, the organization distributes to all De Pere public and private schools our children's newsletter. All of these programs and services are presented with no cost to our schools, as the expenses are carried by the De Pere Historical Society as a service to the community.

The children's newsletter is much like our standard newsletter distributed through the community, but contains information designed for a fourth grade level reader on the history of De Pere and its place in the greater history of Wisconsin and the United States. It is used by teachers in the classroom and is sent home with students to familiarize children and their families with our community's heritage, successfully bridging the gap between educating students in school and the home. Photographs, articles, quizzes, and inquiry based learning tools are used to solicit children and families to gain an interest in De Pere's history.

Part II: Measurable Objectives

The objectives are measurable in several ways. All of the organization's educational programming reinforces both local and Wisconsin educational guidelines in not only history but science, technology, geography, and reading. The children's newsletter is a tangible example of how such programming prepares students not only as responsible citizens, but also assists with students' success in state mandated standardized tests.

As each newsletter also includes a series of quiz questions for school children, the impact is directly measurable in online visits to both our website and facebook page where the answers are posted.

Part III: Itemization of Anticipated Expenses

One of the primary expenses of this project is the printing cost of the children's newsletter. These newsletters are printed by Badgerland Printing, a De Pere business, at the cost of \$115.00 for a printing of 1200 newsletters that are distributed. The four distributions of the children's newsletter collectively represent a total annual cost is \$460.

The De Pere Historical Society respectfully requests a grant of \$300.00 to offset the cost of this valuable service the organization provides to our community's families. This generous grant would leave the more manageable cost of \$160.00 as the responsibility of the De Pere Historical Society.

On the behalf of the De Pere Historical Society, I thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Debbie Zierson

SUBJECT: Consider repairs to Legion Park Baby Pool.

Issue: During the set up process for the pools we uncovered that our baby pool at Legion Park is not able to work due to cracked lines. In working with a local aquatic company and preliminary estimate of \$30,000 was provided to us. We need to determine if we will fix the baby pool.

Summary: Upon setting up of our pools this spring we uncovered the Baby Pool was not able to work because of damage to the main line that fills the baby pool. The extent of the damage was not immediately known because the lines are buried under the pool deck. After removing part of the pool deck next to the valve box, we were able to insert our City camera and televise the line going from the valve box to the pool house. We uncovered a large amount of cracking in various spots in this line. We are unable to televise the lines going into the baby pool because of the various "elbow"s and "T"s in this part of the system. We assume this part is damaged as well, but would be unable to tell unless we tear out the concrete.

Staff successfully blew out each of our pools (including the baby pools) in the fall of 2014. We had the aquatic company review the damage and the video tape of the line to help in determining what happened and why. The company informed us it would be tough to determine the exact cause, but it is probable the age of the pipe had a factor in the leaking, which ultimately caused the freezing of water inside the pipes. The baby pool is approximately 30 years old.

In 2014 the Legion Baby Pool had a similar issue in that the pipes broke inside the baby pool. During this issue, staff felt the only damage was done in the baby pool, and the line going from the valve box to the pool house was not impacted.

Other Considerations: The Park Board has adopted a plan to eliminate both pools and replace with one aquatic center. We will be requesting funding in 2016 to do a location study for an aquatic center, and will hopefully plan for the construction of the facility shortly after that. It is likely the pools will need to run for at a minimum of two more years, and likely more. In 2014, the City conducted a condition analysis for VFW and Legion Pool facilities. The report did reference the age and condition of the pools as a drawback.

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

MEETING DATE: June 16, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 6-16-15 VOUCHERS (PDF)

6/10/2015 4:57 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04808 JUN 2015 COUNCIL - 2 6-16-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1663	AFFORDABLE SEWER & DRAIN INC							
	I-72505	AFFORDABLE SEWER & DRAIN INC	R	6/16/2015		217.50CR	075310	217.50
0302	AIRGAS USA LLC							
	I-9927740974	AIRGAS USA LLC	R	6/16/2015		88.56CR	075311	
	I-9927740976	AIRGAS USA LLC	R	6/16/2015		313.86CR	075311	402.42
2982	ALL CITY COMMUNICATIONS							
	I-4699567-060115	ALL CITY COMMUNICATIONS	R	6/16/2015		150.00CR	075312	150.00
6989	AMP TRILLIUM CNG (1700)							
	I-INV0013125	AMP TRILLIUM CNG (1700)	R	6/16/2015		2,334.18CR	075313	2,334.18
6022	APPLETON POST CRESCENT							
	I-8972135	APPLETON POST CRESCENT	R	6/16/2015		1,517.77CR	075314	1,517.77
5604	AURORA BAYCARE MED CTR LLC							
	I-TT204	AURORA BAYCARE MED CTR LLC	R	6/16/2015		1,264.82CR	075315	1,264.82
1698	B A T I							
	I-4296	B A T I	R	6/16/2015		14,000.00CR	075316	14,000.00
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000061628	BADGER LABORATORIES & ENGINEER	R	6/16/2015		160.00CR	075317	160.00
0020	BADGERLAND PRINTING INC							
	I-25830	BADGERLAND PRINTING INC	R	6/16/2015		191.00CR	075318	191.00
0027	BAY TOWEL INC							
	I-1982934	BAY TOWEL INC	R	6/16/2015		39.28CR	075319	
	I-1991889	BAY TOWEL INC	R	6/16/2015		60.02CR	075319	
	I-1993289	BAY TOWEL INC	R	6/16/2015		54.81CR	075319	
	I-1993290	BAY TOWEL INC	R	6/16/2015		66.76CR	075319	
	I-1996749	BAY TOWEL INC	R	6/16/2015		72.41CR	075319	
	I-1996750	BAY TOWEL INC	R	6/16/2015		39.28CR	075319	
	I-1998766	BAY TOWEL INC	R	6/16/2015		60.02CR	075319	392.58
6473	BEAVER OF WISCONSIN INC							
	I-88315	BEAVER OF WISCONSIN INC	R	6/16/2015		61.50CR	075320	61.50
5171	BENTLEY SYSTEMS INC							
	I-47679019	BENTLEY SYSTEMS INC	R	6/16/2015		3,733.00CR	075321	3,733.00

Attachment: 6-16-15 VOUCHERS (3584 : Voucher Approval.)

6/10/2015 4:57 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04808 JUN 2015 COUNCIL - 2 6-16-15

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
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3967	BEZIO ANIMAL CONTROL							
	I-201506104791	BEZIO ANIMAL CONTROL	R	6/16/2015		120.00CR	075322	120.00
0039	BROOKS TRACTOR INC							
	I-D39629	BROOKS TRACTOR INC	R	6/16/2015		477.82CR	075323	477.82
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-28098	BROWN COUNTY PORT SOLID WASTE	R	6/16/2015		26,094.12CR	075324	26,094.12
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201506104782	BROWN COUNTY REGISTER OF DEEDS	R	6/16/2015		284.00CR	075325	284.00
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-5151779	BRUCE MUNICIPAL EQUIPMENT INC	R	6/16/2015		22.03CR	075326	22.03
0115	CARQUEST AUTO PARTS LLC							
	I-6339-206358	CARQUEST AUTO PARTS LLC	R	6/16/2015		79.70CR	075327	79.70
6061	CARRICO AQUATIC RESOURCES INC							
	I-20151471	CARRICO AQUATIC RESOURCES INC	R	6/16/2015		5,000.00CR	075328	5,000.00
0536	CDW GOVERNMENT INC							
	I-VJ79698	CDW GOVERNMENT INC	R	6/16/2015		73.27CR	075329	
	I-VL69875	CDW GOVERNMENT INC	R	6/16/2015		110.87CR	075329	184.14
2708	CLEANING SOLUTION SERVICES INC							
	I-10460	CLEANING SOLUTION SERVICES INC	R	6/16/2015		500.00CR	075330	
	I-10491	CLEANING SOLUTION SERVICES INC	R	6/16/2015		157.51CR	075330	657.51
6414	COMMUNICATIONS ENGINEERING CO							
	I-BILL181709	COMMUNICATIONS ENGINEERING CO	R	6/16/2015		340.00CR	075331	340.00
0061	CUMMINS NPOWER, LLC							
	I-802-23337	CUMMINS NPOWER, LLC	R	6/16/2015		121.49CR	075332	121.49
7191	CUMULUS							
	I-76865	CUMULUS	R	6/16/2015		295.00CR	075333	295.00
0063	DAANEN & JANSSEN INC							
	I-145775	DAANEN & JANSSEN INC	R	6/16/2015		50.00CR	075334	50.00
0069	DE PERE GREENHOUSE INC							
	I-13720	DE PERE GREENHOUSE INC	R	6/16/2015		104.70CR	075335	104.70

Attachment: 6-16-15 VOUCHERS (3584 : Voucher Approval.)

6/10/2015 4:57 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 04808 JUN 2015 COUNCIL - 2 6-16-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5668	DE PERE HEALTH DEPT							
	I-124 HSAT-7QXHGA	DE PERE HEALTH DEPT	R	6/16/2015		345.00CR	075336	
	I-124 HSAT-7QXLKM	DE PERE HEALTH DEPT	R	6/16/2015		169.00CR	075336	
	I-124 HSAT-7QXNWA	DE PERE HEALTH DEPT	R	6/16/2015		169.00CR	075336	
	I-124 JSWR-9UKR77	DE PERE HEALTH DEPT	R	6/16/2015		174.00CR	075336	
	I-124 JSWR-9UKRB3	DE PERE HEALTH DEPT	R	6/16/2015		174.00CR	075336	
	I-124-HSAT-7QXQRP	DE PERE HEALTH DEPT	R	6/16/2015		345.00CR	075336	1,376.00
6946	DEAN ENTERPRISES LLC							
	I-D-24085	DEAN ENTERPRISES LLC	R	6/16/2015		60.00CR	075337	60.00
0075	DIGGERS HOTLINE INC							
	I-150 5 36401	DIGGERS HOTLINE INC	R	6/16/2015		759.96CR	075338	759.96
2660	DUO-SAFETY LADDER CORPORATION							
	I-451201-00	DUO-SAFETY LADDER CORPORATION	R	6/16/2015		38.97CR	075339	
	I-451257-00	DUO-SAFETY LADDER CORPORATION	R	6/16/2015		58.97CR	075339	97.94
6690	ERC-ACHIEVE							
	I-0515-1525	ERC-ACHIEVE	R	6/16/2015		352.50CR	075340	352.50
0331	FERGUSON WATERWORKS #1476 INC							
	I-171703	FERGUSON WATERWORKS #1476 INC	R	6/16/2015		120.00CR	075341	
	I-172221	FERGUSON WATERWORKS #1476 INC	R	6/16/2015		852.00CR	075341	972.00
2627	FESTIVAL FOODS INC							
	I-201506104783	FESTIVAL FOODS INC	R	6/16/2015		13.26CR	075342	
	I-201506104792	FESTIVAL FOODS INC	R	6/16/2015		3.58CR	075342	16.84
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-13832	FIRE APPARATUS & EQUIPMENT INC	R	6/16/2015		403.07CR	075343	
	I-14253	FIRE APPARATUS & EQUIPMENT INC	R	6/16/2015		82.57CR	075343	
	I-14266	FIRE APPARATUS & EQUIPMENT INC	R	6/16/2015		136.97CR	075343	622.61
5481	FIRST AYD							
	I-701390	FIRST AYD	R	6/16/2015		224.55CR	075344	
	I-702197	FIRST AYD	R	6/16/2015		180.62CR	075344	405.17
0200	FIRST SUPPLY GREEN BAY LLC							
	I-7824507-00	FIRST SUPPLY GREEN BAY LLC	R	6/16/2015		103.13CR	075345	
	I-7944307-00	FIRST SUPPLY GREEN BAY LLC	R	6/16/2015		46.42CR	075345	
	I-7953351-00	FIRST SUPPLY GREEN BAY LLC	R	6/16/2015		5.01CR	075345	
	I-8087270-00	FIRST SUPPLY GREEN BAY LLC	R	6/16/2015		468.34CR	075345	622.90

Attachment: 6-16-15 VOUCHERS (3584 : Voucher Approval.)

6/10/2015 4:57 PM

A / P CHECK REGISTER

PAGE: 4

PACKET: 04808 JUN 2015 COUNCIL - 2 6-16-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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	I-8974208	GANNETT WI MEDIA	R	6/16/2015		157.60CR	075346	
	I-8974466	GANNETT WI MEDIA	R	6/16/2015		161.72CR	075346	
	I-8976441	GANNETT WI MEDIA	R	6/16/2015		3,173.35CR	075346	3,492.67
0111	GAT SUPPLY INC							
	I-284587-1	GAT SUPPLY INC	R	6/16/2015		102.06CR	075347	102.06
2544	GLOBAL RECOGNITION INC							
	I-148900	GLOBAL RECOGNITION INC	R	6/16/2015		185.73CR	075348	
	I-149049	GLOBAL RECOGNITION INC	R	6/16/2015		999.40CR	075348	
	I-149072	GLOBAL RECOGNITION INC	R	6/16/2015		240.00CR	075348	1,425.13
0116	GRAINGER INC							
	I-9735903693	GRAINGER INC	R	6/16/2015		126.20CR	075349	
	I-9742101323	GRAINGER INC	R	6/16/2015		48.30CR	075349	174.50
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-978659419	GRAYBAR ELECTRIC COMPANY INC	R	6/16/2015		112.38CR	075350	
	I-978684141	GRAYBAR ELECTRIC COMPANY INC	R	6/16/2015		311.68CR	075350	424.06
0119	GREATER GREEN BAY CHAMBER							
	I-I44013	GREATER GREEN BAY CHAMBER	R	6/16/2015		375.00CR	075351	375.00
0124	GREEN BAY CITY TREASURER							
	I-101948	GREEN BAY CITY TREASURER	R	6/16/2015		209.40CR	075352	209.40
4902	HALRON LUBRICANTS INC							
	C-755493-00	HALRON LUBRICANTS INC	R	6/16/2015		20.00	075353	
	I-753925-00	HALRON LUBRICANTS INC	R	6/16/2015		181.09CR	075353	
	I-755111-00	HALRON LUBRICANTS INC	R	6/16/2015		181.65CR	075353	
	I-756479-00	HALRON LUBRICANTS INC	R	6/16/2015		50.23CR	075353	
	I-756863-00	HALRON LUBRICANTS INC	R	6/16/2015		268.60CR	075353	661.57
0446	HAWKINS INC							
	I-3728347 RI	HAWKINS INC	R	6/16/2015		4,434.63CR	075354	4,434.63
3521	HD SUPPLY WATERWORKS LTD							
	I-D941998	HD SUPPLY WATERWORKS LTD	R	6/16/2015		257.66CR	075355	
	I-D958016	HD SUPPLY WATERWORKS LTD	R	6/16/2015		2,112.00CR	075355	
	I-D995806	HD SUPPLY WATERWORKS LTD	R	6/16/2015		208.11CR	075355	
	I-E013724	HD SUPPLY WATERWORKS LTD	R	6/16/2015		768.72CR	075355	3,346.49

Attachment: 6-16-15 VOUCHERS (3584 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5674	HOME TEAM SPORTS & APPAREL INC							
	I-23407	HOME TEAM SPORTS & APPAREL INC	R	6/16/2015		856.25CR	075356	
	I-23414	HOME TEAM SPORTS & APPAREL INC	R	6/16/2015		268.30CR	075356	1,124.55
5484	HYDROCORP INC							
	I-35733-IN	HYDROCORP INC	R	6/16/2015		2,876.00CR	075357	
	I-35750-IN	HYDROCORP INC	R	6/16/2015		1,415.00CR	075357	4,291.00
1399	INDOFF INC							
	I-2599065	INDOFF INC	R	6/16/2015		29.70CR	075358	
	I-2623691	INDOFF INC	R	6/16/2015		45.69CR	075358	
	I-2624520	INDOFF INC	R	6/16/2015		36.57CR	075358	
	I-2629178	INDOFF INC	R	6/16/2015		51.27CR	075358	
	I-2631982	INDOFF INC	R	6/16/2015		47.50CR	075358	
	I-2632505	INDOFF INC	R	6/16/2015		231.54CR	075358	
	I-2634010	INDOFF INC	R	6/16/2015		24.95CR	075358	
	I-2636062	INDOFF INC	R	6/16/2015		41.45CR	075358	
	I-2636643	INDOFF INC	R	6/16/2015		251.19CR	075358	
	I-2638126	INDOFF INC	R	6/16/2015		383.40CR	075358	1,143.26
0142	JIM FISCHER INC							
	I-1083516-IN	JIM FISCHER INC	R	6/16/2015		980.00CR	075359	980.00
2602	JOSSART BROTHERS INC							
	I-15-01 (2)	JOSSART BROTHERS INC	R	6/16/2015		155,812.61CR	075360	155,812.61
1276	JX ENTERPRISES INC							
	I-D-251400030	JX ENTERPRISES INC	R	6/16/2015		252.39CR	075361	
	I-D-251470007	JX ENTERPRISES INC	R	6/16/2015		140.00CR	075361	
	I-D-251470136	JX ENTERPRISES INC	R	6/16/2015		178.34CR	075361	
	I-D-251490086	JX ENTERPRISES INC	R	6/16/2015		80.00CR	075361	
	I-D-251490094	JX ENTERPRISES INC	R	6/16/2015		37.82CR	075361	
	I-D-251520063	JX ENTERPRISES INC	R	6/16/2015		625.55CR	075361	
	I-D-251530162	JX ENTERPRISES INC	R	6/16/2015		53.77CR	075361	1,367.87
0149	KIMCO ENGRAVING INC							
	I-27235	KIMCO ENGRAVING INC	R	6/16/2015		9.82CR	075362	9.82
3140	KUNDINGER FLUID POWER INC							
	C-1315884	KUNDINGER FLUID POWER INC	R	6/16/2015		18.50	075363	
	I-50335271	KUNDINGER FLUID POWER INC	R	6/16/2015		44.69CR	075363	26.19

Attachment: 6-16-15 VOUCHERS (3584 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0153	LAFORCE INC							
	I-873026 RI	LAFORCE INC	R	6/16/2015		21.00CR	075364	21.00
7192	LAKELAND DOOR							
	I-H-005531	LAKELAND DOOR	R	6/16/2015		3,100.00CR	075365	3,100.00
0156	LAWSON PRODUCTS INC							
	I-9303293997	LAWSON PRODUCTS INC	R	6/16/2015		188.20CR	075366	188.20
0159	LEXIS NEXIS INC							
	I-1505252918	LEXIS NEXIS INC	R	6/16/2015		214.00CR	075367	214.00
7193	MACHKOVICH ROOFING LLC							
	I-201506104784	MACHKOVICH ROOFING LLC	R	6/16/2015		300.00CR	075368	300.00
4254	MEACHAM NURSERY							
	I-IV15-5023	MEACHAM NURSERY	R	6/16/2015		4,117.00CR	075369	4,117.00
0173	MENARDS INC							
	I-61080	MENARDS INC	R	6/16/2015		35.92CR	075370	
	I-61172	MENARDS INC	R	6/16/2015		2.66CR	075370	
	I-61552	MENARDS INC	R	6/16/2015		38.49CR	075370	
	I-61618	MENARDS INC	R	6/16/2015		57.84CR	075370	
	I-61639	MENARDS INC	R	6/16/2015		8.08CR	075370	
	I-62197	MENARDS INC	R	6/16/2015		53.54CR	075370	
	I-62209	MENARDS INC	R	6/16/2015		5.02CR	075370	
	I-62385	MENARDS INC	R	6/16/2015		29.98CR	075370	
	I-62684	MENARDS INC	R	6/16/2015		29.89CR	075370	
	I-63036	MENARDS INC	R	6/16/2015		18.00CR	075370	
	I-63168	MENARDS INC	R	6/16/2015		9.95CR	075370	289.37
7194	METAL STORM							
	I-46238	METAL STORM	R	6/16/2015		20.00CR	075371	20.00
5381	METAL SUPERMARKETS GREEN BAY INC							
	I-915-94076	METAL SUPERMARKETS GREEN BAY I	R	6/16/2015		95.52CR	075372	95.52
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-216217	MILLER & ASSOC SAUK PRAIRIE IN	R	6/16/2015		1,030.00CR	075373	1,030.00
3143	ELLEN MOORE							
	I-201506104785	ELLEN MOORE	R	6/16/2015		165.59CR	075374	165.59

Attachment: 6-16-15 VOUCHERS (3584 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
4546	NATIONAL ELEVATOR INSPECT SERV INC							
	I-191420	NATIONAL ELEVATOR INSPECT SERV	R	6/16/2015		97.90CR	075375	97.90
0531	NORTHEAST AUTO PARTS INC							
	C-301387	NORTHEAST AUTO PARTS INC	R	6/16/2015		179.00	075376	
	I-301373	NORTHEAST AUTO PARTS INC	R	6/16/2015		179.00CR	075376	
	I-301378	NORTHEAST AUTO PARTS INC	R	6/16/2015		7.98CR	075376	
	I-301473	NORTHEAST AUTO PARTS INC	R	6/16/2015		56.98CR	075376	
	I-301478	NORTHEAST AUTO PARTS INC	R	6/16/2015		99.48CR	075376	
	I-301548	NORTHEAST AUTO PARTS INC	R	6/16/2015		32.50CR	075376	
	I-301609	NORTHEAST AUTO PARTS INC	R	6/16/2015		5.69CR	075376	
	I-301637	NORTHEAST AUTO PARTS INC	R	6/16/2015		40.48CR	075376	
	I-301723	NORTHEAST AUTO PARTS INC	R	6/16/2015		77.84CR	075376	
	I-301726	NORTHEAST AUTO PARTS INC	R	6/16/2015		39.48CR	075376	
	I-301742	NORTHEAST AUTO PARTS INC	R	6/16/2015		80.03CR	075376	440.46
5433	NORTHEAST WI TECH COLLEGE							
	I-13446	NORTHEAST WI TECH COLLEGE	R	6/16/2015		132.54CR	075377	132.54
3250	NORTHERN LAKE SERVICE							
	I-275498	NORTHERN LAKE SERVICE	R	6/16/2015		560.00CR	075378	
	I-275930	NORTHERN LAKE SERVICE	R	6/16/2015		896.00CR	075378	1,456.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-160752	OSHKOSH FIRE & POLICE EQUIPMEN	R	6/16/2015		525.00CR	075379	525.00
3202	PHYSIO-CONTROL INC							
	I-116007622	PHYSIO-CONTROL INC	R	6/16/2015		278.48CR	075380	278.48
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-55928	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/16/2015		67.00CR	075381	
	I-56507	PM SUPPLY - WRIGHT INDUSTRIAL	R	6/16/2015		365.62CR	075381	432.62
0208	POMP'S TIRE SERVICE INC							
	I-1010028483	POMP'S TIRE SERVICE INC	R	6/16/2015		800.00CR	075382	
	I-90023766	POMP'S TIRE SERVICE INC	R	6/16/2015		139.44CR	075382	939.44
1246	PREVEA WORKMED INC							
	I-95591	PREVEA WORKMED INC	R	6/16/2015		74.00CR	075383	
	I-95958	PREVEA WORKMED INC	R	6/16/2015		165.75CR	075383	239.75
0395	PRO ONE JANITORIAL INC							
	I-101897	PRO ONE JANITORIAL INC	R	6/16/2015		979.00CR	075384	979.00

Attachment: 6-16-15 VOUCHERS (3584 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-367867	PROFESSIONAL SERVICE INDUSTRIE	R	6/16/2015		2,670.50CR	075385	2,670.50
5973	RAE-COR DISTRIBUTING INC							
	I-59567	RAE-COR DISTRIBUTING INC	R	6/16/2015		147.80CR	075386	147.80
0227	REINDERS INC							
	I-1584081-00	REINDERS INC	R	6/16/2015		217.75CR	075387	
	I-1586566-00	REINDERS INC	R	6/16/2015		87.51CR	075387	
	I-1586983-00	REINDERS INC	R	6/16/2015		123.15CR	075387	
	I-2632901-00	REINDERS INC	R	6/16/2015		26.28CR	075387	454.69
6971	RENNERT'S FIRE EQUIP SERV INC.							
	I-32862	RENNERT'S FIRE EQUIP SERV INC.	R	6/16/2015		1,124.59CR	075388	1,124.59
0158	ROBERT E LEE & ASSOCIATES INC							
	I-69119	ROBERT E LEE & ASSOCIATES INC	R	6/16/2015		14,000.00CR	075389	
	I-69120	ROBERT E LEE & ASSOCIATES INC	R	6/16/2015		520.00CR	075389	14,520.00
3234	SHERWIN WILLIAMS							
	I-9789-0	SHERWIN WILLIAMS	R	6/16/2015		5.12CR	075390	5.12
0999	STAPLES ADVANTAGE							
	I-3266255263	STAPLES ADVANTAGE	R	6/16/2015		16.39CR	075391	
	I-3266581228	STAPLES ADVANTAGE	R	6/16/2015		52.77CR	075391	69.16
4094	STATE BAR OF WISCONSIN							
	I-535112	STATE BAR OF WISCONSIN	R	6/16/2015		62.91CR	075392	
	I-535343	STATE BAR OF WISCONSIN	R	6/16/2015		62.91CR	075392	
	I-535460	STATE BAR OF WISCONSIN	R	6/16/2015		62.91CR	075392	188.73
0258	SUPERIOR CHEMICAL CORP							
	I-93275	SUPERIOR CHEMICAL CORP	R	6/16/2015		274.02CR	075393	274.02
0262	TEMPERATURE SYSTEMS INC							
	I-2392586-00	TEMPERATURE SYSTEMS INC	R	6/16/2015		261.55CR	075394	261.55
7195	TEMPLE DISPLAY LTD							
	I-13677	TEMPLE DISPLAY LTD	R	6/16/2015		19,102.00CR	075395	19,102.00
7196	GAYLE TORREZ							
	I-201506104786	GAYLE TORREZ	R	6/16/2015		200.00CR	075396	200.00

Attachment: 6-16-15 VOUCHERS (3584 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
VENDOR	NAME / I.D.	DESC						
0268	TRUCK EQUIPMENT INC							
	I-638638-00	TRUCK EQUIPMENT INC	R	6/16/2015		170.37CR	075397	
	I-638643-00	TRUCK EQUIPMENT INC	R	6/16/2015		175.61CR	075397	345.98
0272	UNIFORM SHOPPE INC							
	I-242919	UNIFORM SHOPPE INC	R	6/16/2015		42.95CR	075398	
	I-244035	UNIFORM SHOPPE INC	R	6/16/2015		99.95CR	075398	
	I-244039	UNIFORM SHOPPE INC	R	6/16/2015		279.90CR	075398	
	I-244041	UNIFORM SHOPPE INC	R	6/16/2015		139.95CR	075398	562.75
3529	UP-RIGHT SERVICES							
	I-5436	UP-RIGHT SERVICES	R	6/16/2015		39,950.00CR	075399	39,950.00
7071	USIC LOCATING SERVICES LLC							
	I-122978	USIC LOCATING SERVICES LLC	R	6/16/2015		114.00CR	075400	114.00
0962	VOS ELECTRIC INC							
	I-80285	VOS ELECTRIC INC	R	6/16/2015		720.00CR	075401	
	I-PROJECT 5667	VOS ELECTRIC INC	R	6/16/2015		5,731.00CR	075401	6,451.00
1031	WAAO							
	I-201506104788	WAAO	R	6/16/2015		50.00CR	075402	50.00
6728	WEILER APPRAISAL INC							
	I-2015018	WEILER APPRAISAL INC	R	6/16/2015		1,450.00CR	075403	1,450.00
0282	WESCO DISTRIBUTION INC							
	I-133936	WESCO DISTRIBUTION INC	R	6/16/2015		220.80CR	075404	
	I-135355	WESCO DISTRIBUTION INC	R	6/16/2015		119.40CR	075404	340.20
7197	WHIRLWIND POST HOLES & FENCING							
	I-5760	WHIRLWIND POST HOLES & FENCING	R	6/16/2015		799.19CR	075405	799.19
2645	WI DEPT OF JUSTICE							
	I-201506104789	WI DEPT OF JUSTICE	R	6/16/2015		56.00CR	075406	56.00
6418	WI DEPT OF NATURAL RESOURCES							
	I-WU52677	WI DEPT OF NATURAL RESOURCES	R	6/16/2015		125.00CR	075407	
	I-WU53259	WI DEPT OF NATURAL RESOURCES	R	6/16/2015		125.00CR	075407	250.00
6500	WI DEPT OF SAFETY AND PROF SERV							
	I-791818	WI DEPT OF SAFETY AND PROF SER	R	6/16/2015		50.00CR	075408	50.00

Attachment: 6-16-15 VOUCHERS (3584 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1210	WIL KIL PEST CONTROL							
	I-2672351	WIL KIL PEST CONTROL	R	6/16/2015		104.00CR	075409	104.00
6811	CHRYSTAL WOLLER							
	I-201506104790	CHRYSTAL WOLLER	R	6/16/2015		15.00CR	075410	15.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	101	0.00	347,560.16	347,560.16
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	101	0.00	347,560.16	347,560.16

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 6-16-15 VOUCHERS (3584 : Voucher Approval.)

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PACKET: 04808 JUN 2015 COUNCIL - 2 6-16-15

VENDOR SET: 01

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	6/2015	87,841.09CR
201	6/2015	2,085.35CR
207	6/2015	600.00CR
208	6/2015	190.00CR
290	6/2015	14,520.00CR
405	6/2015	162,819.46CR
415	6/2015	39,950.00CR
455	6/2015	19,102.00CR
460	6/2015	1,521.00CR
601	6/2015	15,964.55CR
650	6/2015	2,966.71CR
=====		
ALL		347,560.16CR

Attachment: 6-16-15 VOUCHERS (3584 : Voucher Approval.)

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

MEETING DATE: June 16, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 06-16-15 Operator License List (PDF)

CITY OF DE PERE -June 16, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	CRUZ, DAVID J.	1615 W. MASON ST.	GREEN BAY	WI	54303
2	DULL, NEVA M.	1021 EDGEWOOD DR.	GREEN BAY	WI	54311
3	MOORE, MELEEK, N.	2109 RYAN RD.	DE PERE	WI	54115
4	MOORE, PATRICK J.	450 S. WALL ST. LOT 56	DENMARK	WI	54208
5	VAN HANDEL, TAMARA M.	1009 CORAL ST., #2	DE PERE	WI	54115
Temporary Operator License Applications					
1	MASON, PAUL T.	1875 CHARLES ST.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	DIETZLER, NICHOLAS A.	985 N. BROADWAY, #35	DE PERE	WI	54115
2	HELLER, BRITTNEY L.	241 TWILIGHT DR.	DE PERE	WI	54115
3	HOST, SYDNEY N.	1417 MORRIS AVE.	GREEN BAY	WI	54313
4	JACOBSON, DOUGLAS L.	415 GEORGE ST., #2	DE PERE	WI	54115
5	KRAFT, TIFFANY I.	320 HILLTOP DR.	GREEN BAY	WI	54301
6	KUKLINSKI, JAMIE R.	1603 JAY LN.	GREEN BAY	WI	54304
7	MCMORROW, MICHAEL A.	1545 WILD ROSE DR.	DE PERE	WI	54115
8	ROSKOSKI, NICHOLAS M.	1015 MORaine WAY	GREEN BAY	WI	54302
9	SABIN, DYLAN J.	1581 ORIOLE ST.	GREEN BAY	WI	54311
10	TOONEN, CHRISTOPHER J.	1439 VIEW LN.	GREEN BAY	WI	54313

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

MEETING DATE: June 16, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Consideration of purchase of property for industrial purposes.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 16, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Consider recommendation from Redevelopment Authority for 102 N Broadway and authorize staff draft development agreement.

ATTACHMENTS:

- Recommendation_June16 (PDF)
- Review_Summary (PDF)
- Tadych_Pub (PDF)
- 100_N_Broadway_Pub (PDF)

MEMORANDUM**CITY OF DE PERE**

TO: Members of the Common Council

FROM: Ken Pabich, Director of Planning & Economic Development

RE: Recommendation from the Redevelopment Authority

DATE: June 16, 2013

On June 10, the RDA held a special meeting to consider two proposals for 102 N Broadway. The City is in a great position to have two concepts that provide a great vision for our downtown. The RDA unanimously approved that the City proceed with the Tadych Investment Group and draft the necessary development agreement.

Attachment: Recommendation_June16 (3585 : RDA)



Development Proposal

May 7, 2015

Attachment: Tadych_Pub (3585 : RDA)



May 7, 2015

Mr. Ken Pabich
 Planning and Economic Development Director
 City of De Pere
 335 S. Broadway
 De Pere, WI 54115

Re: Crevier Commons Site – 102 N. Broadway, De Pere, WI

Dear Ken:

In response to the Request for Redevelopment Proposal dated March 5, 2015 (the "RFP"), Tadych Investment Partners, LLC is pleased to present the following redevelopment proposal for the Crevier Commons Site located at 102 N. Broadway, De Pere, Wisconsin.

SECTION 1 – DEVELOPER QUALIFICATIONS

Developer of Record: Tadych Investment Partners, LLC
 3032 Autumn Leaves Circle
 Green Bay, WI 54313
 Attn: Jason Tadych

Tel: (920) 277-4739
 Email: Jason@tip-llc.com

Development Team: *Jason Tadych and Tadych Investment Partners, LLC ("TIP")* – Mr. Tadych has more than 17 years of commercial real estate investment and development experience. His experience spans several product classes and includes the acquisition and development of investment grade commercial real estate having an aggregate value in excess of \$150,000,000. TIP is Mr. Tadych's real estate and development company. Exhibit A includes additional background information on Mr. Tadych and information on some of Mr. Tadych's prior projects, a few of which have involved significant developer assistance from other municipalities.

TIP will be the lead developer and property manager for the Project. TIP will also be one of the commercial tenants of the Project. Mr. Tadych will retain an ongoing ownership interest in the Project.

Paul De Leeuw, AIA and Paul J. De Leeuw Architecture, LLC – Mr. De Leeuw and his team bring more than 10 years of architectural and design expertise to the Development Team. Mr. De Leeuw's experience includes several urban mixed use projects as well as many notable private residences. Exhibit B includes additional information on Mr. De Leeuw and some of his relevant project experience.

Mr. De Leeuw will be the lead architect for the Project. Mr. De Leeuw will also be one of the commercial tenants of the Project. Mr. De Leeuw will retain an ongoing ownership interest in the Project.

Rich Starry – Mr. Starry is the owner of Starry Real Estate, LLC, one of the area's premier residential real estate brokerage firms, and the building located adjacent to subject property. Exhibit C offers some additional background information on Mr. Starry and his firm.

Mr. Starry will be responsible for the marketing and first generation leasing of the Project. Mr. Starry will retain an ongoing ownership interest in the Project.

General Contractor – The general contractor for the project will be selected via a competitive bid process among 3 or 4 qualified contractors.

Financial Viability:

We propose to capitalize the Project with a combination of cash equity, senior construction debt and development assistance from the City of De Pere. Additional detail on capitalization of the Project is included in Section 3 below.

Over the last 3 years, Mr. Tadych and TIP have sponsored 21 commercial real estate projects totaling more than 200,000 square feet with an aggregate cost exceeding \$30,000,000. In connection with those projects, Mr. Tadych and his team have procured nearly \$7,000,000 of cash equity from private investors and more than \$23,000,000 of construction and permanent financing from various financial institutions.

Preliminary discussions with construction lenders have generated strong interest in the Project. As discussed in Section 3 below, we have already obtained preliminary term sheets for the Project from two prospective lenders. If awarded the opportunity to develop the Project, we will solicit best and final financing proposals from 3 or 4 qualified construction lenders.

Similarly, preliminary conversations with prospective investors indicate a strong level of interest in the Project. Investor arrangements will be finalized once final construction bids have been obtained and a general contractor has been selected.

SECTION 2 – THE PROJECT

Project Description: The Project is a 36,000 square foot, four story mixed use building featuring:

- Approximately 2,700 square feet of commercial store front office space facing Broadway (Floor 1);
- 24 luxury loft-style apartment units (Floors 2-4);
- 31 indoor, heated parking spaces (Basement and Floor 1);
- Secure elevator access from street and parking levels;
- Storage/bicycle lockers; and
- Fitness room.

Preliminary Plans: Preliminary plans for the Project, including site plan, floor plates, elevations and renderings are included on Exhibit D.

Project Strategy: The strategic underpinnings of our Project are two-fold. The first is to create an iconic, signature project that will stand of the test of time – both architecturally and economically. The second (and equally important) is to create a project that can move forward directly without the substantial pre-sales of units or a substantial pre-lease of commercial space.

In an effort to create a gateway icon, our design takes inspiration from the surrounding historic context of downtown De Pere. The Broadway façade is comprised of three distinct elements: The historic storefront, the commercial arcade and the upper lofts. The historic storefront incorporates traditional details of brick corbelling, arched double-hung windows, a steel canopy and a brick column arcade. The commercial arcade strives to balance the scale of the historic storefront and the intersection of Broadway and George Streets. It steps down to one story to create a transition to the upper lofts. The combination of storefront glass, steel columns and canopy detailing provide a continuous design element to accommodate balconies for the upper level lofts. The upper level lofts are set back from the street façade to break up the scale of the building. As the building turns the corner toward George Street, it becomes more light weight with additional storefront glass to offer unencumbered views to the Fox River and the surrounding historic city scapes.

In an effort to minimize contingencies and increase speed to market, the Project is comprised of 24 luxury, loft-style apartments and a limited amount of commercial storefront space. We are focused on luxury, loft-style apartments for several reasons. First, the inventory of upper-end apartments in Downtown De Pere is constrained. In fact, we know of only 3 projects in Downtown De Pere offering upper-end units with attached parking. They are 500 Main Avenue in West De Pere, Grant Street Townhomes at 431 Grant Street in West De Pere, and Lawton Foundry Townhomes at 233 N. Broadway in East De Pere. 500 Main Avenue is a 3 story mixed-use building containing ground level retail space, twelve 2 bedroom apartments and underground heated parking. Apartment rents are reported to be \$1,200 per month. Grant Street Townhomes is comprised of 12 two-story, 3 bedroom townhomes with attached garage parking. Rents range from \$1,399 - \$1,499 per month. Lawton Foundry Townhomes offers 70 units and 14 indoor heated spaces. Rents for a two bedroom unit with indoor heated parking at Lawton Foundry exceed \$1,200 per month. Property managers report little to no historic vacancy at these projects. This high rate of occupancy confirms the continuous demand for upper-end units.

Second, the rents required to make our Project economically feasible are achievable. Target rents for 102 N. Broadway range from \$1,150 per month for a 2nd floor unit facing east to \$1,500 per month for a 4th floor unit facing Broadway and the Fox River. Our rent spectrum is in line with current market rents as well as published rents for the new luxury units under construction at City Deck Landing in Downtown Green Bay.

Third, the economic footprint of our Project will extend far beyond the incremental assessed value on the tax role. The Project is designed to attract 25 - 40 new, higher income residents to downtown De Pere. These new residents will bring incremental disposable income into the area. In turn, a portion of this incremental income will be spent at other local businesses and may help fuel the absorption of other commercial vacancies in the market.

Like the residential units, the commercial space at the Project also targets a higher end customer. Specifically, it is designed for small, executive office users desiring an up-scale storefront presence and easy access to Downtown De Pere and the Fox River Trail. The commercial space will be limited to approximately 2,600 SF, which will accommodate between 6 and 8 tenants. Amenities of the space will include fully furnished common conference, work and break areas, restrooms with showers, bicycle storage, access to copiers and printers, wi-fi and available reception services.

We have focused on executive offices for several reasons. First, Mr. Tadych and Mr. De Leeuw are both in the market for executive office space and would prefer to rent space in a building in which they have an ownership interest. Second, we believe that the market for higher end office suites with shared amenities is deeper than the general market for retail or commercial space, commands a higher per square foot rent and provides greater diversification to the rent roll. Third, executive office users typically demand less parking than a more traditional retailer or office user.

As of the date of this letter, TIP has entered into 4 letters of intent for executive office suites at the Project – 2 with prospective owners of the Project and 2 with third parties. For your reference, copies are included on Exhibit E.

Ultimately, we are confident that the market can (and will) readily absorb 24 new residential units and 6 new executive office suites offering superior location, sophisticated finishes, unparalleled views, and unprecedented design.

Attachment: Tadych_Pub (3585 : RDA)

Project Cost Budget; Sources of Funds: Our preliminary cost budget and capitalization plan for the Project is as follows:

Project Cost Budget:

Site Acquisition:	\$90,000
Permits & Fees:	\$30,000
Hard Construction Cost:	\$3,350,000
Design Cost:	\$200,000
Other Soft Costs:	\$280,000
Contingency:	\$200,000

Total Project Cost: **\$4,150,000**

Sources of Funds:

Cash Equity:	\$750,000
Developer Assistance:	\$750,000
Senior Construction Loan:	\$2,650,000

Total Sources of Funds: **\$4,150,000**

Though the Project Cost Budget is preliminary in nature until such time as a full set of plans can be developed and competitively bid, it was developed based upon preliminary pricing estimates provided by RODAC Construction and Development and De Leers Commercial Construction and their major subcontractors.

The Senior Construction Loan amount is derived from preliminary construction loan term sheets for the Project provided by Associated Bank and Fox Communities Credit Union. For your reference, copies of those term sheets are provided on Exhibit F.

Project Timeline:

Assuming the City selects a Developer on or before June 1, 2015, our team estimates that the Project will be completed and ready for tenant occupancy on or before July 15, 2016 and fully occupied on or before October 15, 2016. A more detailed project timeline is included on Exhibit G.

SECTION 3 – CITY PARTICIPATION

Site Acquisition: We propose to acquire the site from the City on the following terms and conditions:

Purchase Price: \$90,000

Inspection Period: Buyer shall have 90 days from the execution and delivery of the purchase and sale agreement to complete its due diligence investigations of the Property, confirm the financial feasibility of the Project, and secure development approvals for the Project.

Developer Assistance: During the Inspection Period, Seller and Buyer shall use good faith efforts to negotiate the terms and conditions of a mutually agreeable TIF/Development Agreement.

Closing Date: The closing shall occur within 30 days after the expiration of the Inspection Period.

Brokerage/Consulting Fees: None.

Developer Assistance:

We estimate that the Project will create at least \$3,000,000 in incremental assessed value within the City of De Pere. Assuming the tax rate remains constant at the current rate of 2.182% of assessed value, we estimate that the Project will generate at least \$65,460 in annual incremental tax revenue. Assuming that real estate taxes increase 2.0% annually, the Project will generate more than \$1,590,000 in tax revenue over the next 20 years.

In order to move forward with the Project, we respectfully request developer assistance from the City of De Pere in the amount of \$750,000. This equates to 25% of the incremental tax base created by the Project and roughly 47% of the incremental tax revenue to be generated by the Project over the next 20 years.

Since the developer assistance will be viewed as additional developer equity in the Project from our lender's perspective, we would prefer to see \$250,000 of the developer assistance funded upon closing on the site with the balance to be funded monthly during the construction process pro rata with the construction lender.

* * * * *

Attachment: Tadych_Pub (3585 : RDA)

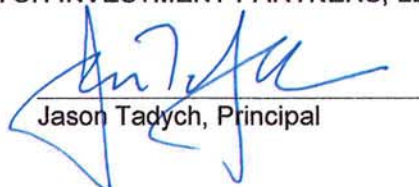
It is understood and agreed that this Proposal is non-binding, and that the agreement of the parties, when reached will be embodied in a definitive purchase and sale agreement and a development agreement executed by the parties. This Proposal shall expire if not accepted by 5:00 P.M. central standard time on June 30, 2015.

We look forward to the opportunity to partner with the City of De Pere on this exciting Project.

Respectfully,

TADYCH INVESTMENT PARTNERS, LLC

By:



Jason Tadych, Principal

Attachment: Tadych_Pub (3585 : RDA)

JASON TADYCH – PROFESSIONAL PROFILE

Mr. Tadych founded Tadych Investment Partners, LLC (“TIP”) in 2014. Since its inception, TIP has raised \$1,000,000 in cash equity from private investors and acquired more than \$3,000,000 of investment commercial real estate.

Prior to founding TIP, Mr. Tadych was an owner and principal of United Development Group, LLC (“UDG”) and a managing principal of UDG Opportunity Fund I, LLC and UDG Opportunity Fund II, LLC (together the “UDG Funds”). UDG is a tenant driven retail shopping developer. The UDG Funds are the investment vehicles UDG employed to develop more than 20 retail shopping centers across the Upper Midwest and Northern Plains States. Mr. Tadych was the principal in charge of land acquisition, leasing, project underwriting and the legal affairs of UDG and the UDG Funds.

Prior to joining UDG, Mr. Tadych was the General Counsel and Chief Investment Officer for WG&R Holdings in Green Bay, Wisconsin. WG&R Holdings is the holding company that owns and operates WG&R Furniture, WG&R Bedding Company, and several special purpose real estate entities. In this role Mr. Tadych managed all legal affairs of the company and all real estate matters for the company’s 450,000 square feet of leased and owned retail and industrial real estate.

Prior to joining WG&R, Mr. Tadych served as the Senior Vice President and Project Principal for Panattoni Development Company in Denver, Colorado. In that role Mr. Tadych was charged with the oversight of all aspects of the company’s office and industrial operations in the Rocky Mountain region. Those responsibilities included development, acquisitions, dispositions, leasing and asset management of 1,400,000 square feet of investment grade commercial real estate.

Mr. Tadych began his real estate career as a commercial real estate attorney in Chicago, Illinois, where he practiced law for 8 years. His practice focused on the representation of private and institutional clients in complex commercial real estate transactions across the nation. Mr. Tadych earned a Bachelor of Science in Business Administration from Washington University in St. Louis, Missouri and a Juris Doctor from Northwestern University School of Law in Chicago, Illinois.

Mr. Tadych grew up in Green Bay, WI, is an alumnus of Premontre High School and now resides in Ashwaubenon, Wisconsin with his wife and twin daughters.

MILE HIGH BUSINESS CENTER - DENVER, COLORADO

Mile High Business Center is the re-development of the 100 acre former Samsonite Corporate Campus in Denver, Colorado. It was purchased with a vision to transform the site from an outdated corporate headquarters and manufacturing plant into a Class A, light industrial, warehouse and distribution park. Mile High Business Center is located adjacent to I-70 in the heart of Denver's largest and most active industrial submarket. Today, Mile High Business Center accommodates over 1,000,000 SF of state-of-the-art warehouse and distribution space.

In addition to the vertical development outlined above, the project involved the acquisition and lease-back of the campus, the formation of a special taxing district and the issuance of a tax-exempt infrastructure bond, the construction and dedication of a public ROW and regional drainage structures, significant environmental remediation, several separate construction loans and both private and institutional capital partners.

Total investment in Mile High Business Center exceeded \$50,000,000.



GATEWAY PLAZA AT MERIDIAN - DENVER, COLORADO

Gateway Plaza at Meridian is a 143,000 SF, class A office building located in the southern suburbs of Denver, Colorado. The building was purchased as a redevelopment and re-positioning opportunity. The building was originally constructed as a single tenant building with a cafeteria and three-story atrium. Shortly after acquisition, the cafeteria was recaptured and structural floors were added to the atrium thereby adding more than 10,000 rentable SF to the building and creating one of the largest floor plates in the submarket. Additionally, all finishes in the lobby and common areas were updated and a new fitness center was installed in the garden level of the building. After stabilized the asset by renewing two existing tenants at premium rents and securing a new investment grade tenant for the majority of the vacancy in the building, it was sold for a substantial profit.

Total investment in Gateway Plaza at Meridian exceeded \$25,000,000



Attachment: Tadych_Pub (3585 : RDA)

AURORA LOAN SERVICES BTS - SCOTTSBLUFF, NEBRASKA

This project is a 175,000 square foot build-to-suit office/call center for Aurora Loan Services in Scottsbluff, Nebraska. The building is a two story, concrete tilt up structure. This facility houses a call center, data recovery and storage, a capture center, and a cafeteria for roughly 1,000 employees. The facility includes significant security systems, an emergency generator and UPS system, 18" raised flooring, and substantial telephone and fiber optic services.

Total investment in this Project exceeded \$20,000,000.



Attachment: Tadych_Pub (3585 : RDA)

SHOPPES OF LEXINGTON - LEXINGTON, NEBRASKA

The Shoppes of Lexington is multi-tenant retail development project located just off of I-80 and across of the Walmart Supercenter in Lexington, NE. At full build-out, it will include at least 3 separate buildings and more than 25,000 SF of retail space. The first phase of the project was a 9,300 SF multiple tenant building for Verizon, Hibbett Sports, Charter Communications and a local nail salon. The second phase of the project was an 8,000 SF buildi-to-suit for Dollar Tree. The final phase is expected to include at least 9,000 SF of additional multi-tenant retail space.

The economic feasibility of this project required substantial developer assistance from the City of Lexington. That developer assistance included the sale of the land by the local redevelopment authority at less than fair market value and a significant TIF bond provided by the City of Lexington.

Total investment in this project is expected to exceed \$2,750,000.



Attachment: Tadych_Pub (3585 : RDA)

MARINETTE COMMONS - MARINETTE, WISCONSIN

Marinette Commons is a 14,000 SF retail center located in front of the Walmart Supercenter in Marinette, WI. It is a “best-in-class” retail asset offering superior location, quality construction, and long term leases with national credit tenants. The project was purchased from an out-of-town developer at an advantageous price. The project was capitalized with a combination of private investor equity and long-term bank debt.

Total investment in the project exceeds \$3,000,000.



Attachment: Tadych_Pub (3585 : RDA)

PAUL J. DE LEEUW, AIA

BIO

Paul J. De Leeuw founded Paul J. De Leeuw Architect, LLC in May of 2005. Over the past decade, the firm has been involved in many unique projects from New York to Los Angeles. In collaboration with Robert G. Sinclair Architecture, Inc., we have executed luxury residences, mixed use commercial developments, hospitality projects and luxury interiors.

EDUCATION & PRIOR EXPERIENCE

Paul's career began while studying for both a BS and MS in Architecture at the University of Wisconsin, beginning his career with a small firm in downtown Milwaukee. Following a three year tenure, he accepted a position as Project Designer with a firm recognized as Wisconsin's American Institute of Architects "Firm of the Year."

Paul later relocated to Green Bay where a new job as a designer utilized his skills in the firm's justice and commercial projects studio. Three years later, Paul joined RGSA and is currently co-heading the firm's Mid-West studio in Milwaukee.

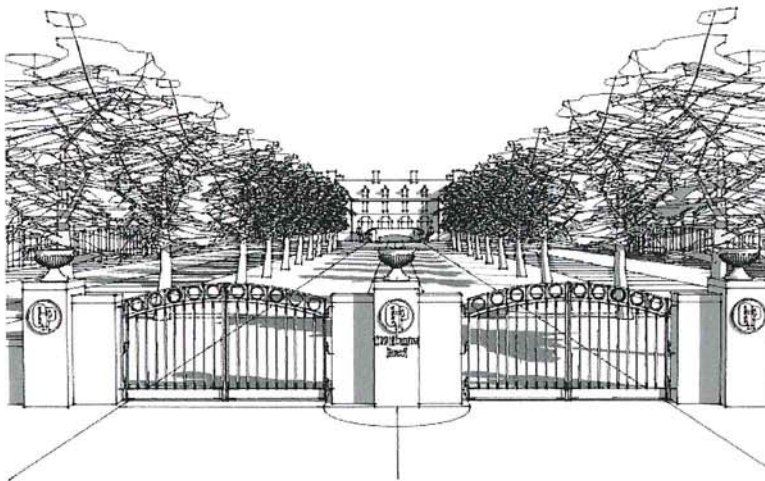
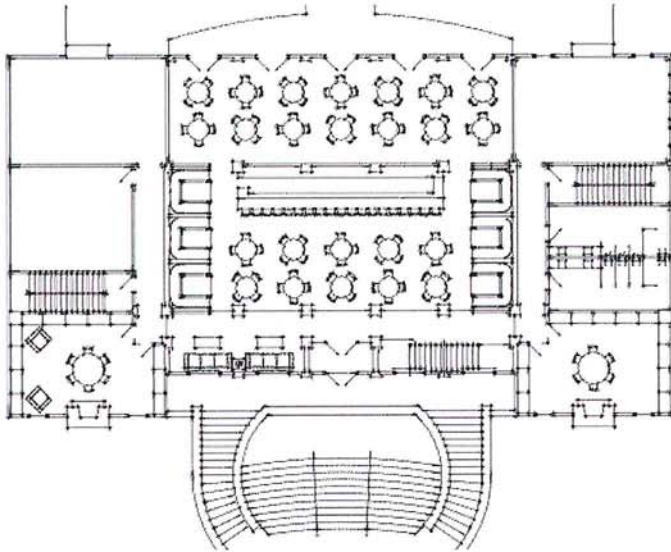
In addition to designing private residences, ranging in aesthetic from traditional to contemporary, Paul also has extensive experience in the design of large-scale neighborhoods, nationwide Harley Davidson dealerships, award-winning projects focused on sustainability as well as projects for the US General Services Administration and the Department of Homeland Security.

Paul's array of project experience has brought him to focus his career on creating environments that respond directly to their users through innovative design, use of materials, relationship of spaces and the connection to the environment

Attachment: Tadych_Pub (3585 : RDA)

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 tele: 920 819 6700
 paul@pjdarch.com
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DIAMOND POINT SHOOTING CLUB & RESTAURANT



Diamond Point Club is a very unique facility housing a private indoor shooting club, retail spaces, members' club and restaurant. The building is organized on three levels. The lower level houses the indoor shooting range with a total of 40 shooting lanes ranging in length from 25 to 100 yards, members' locker and restrooms, reloading room, armory and retail and guest check-in areas. Above on the main level, members and guest can dine at the Holland & Holland Lounge. Other main level amenities include meeting spaces and a confectionery and cigar shop.

The exterior of the Club & Restaurant is based on the classic American Federal style and precedent to George Washington's estate, Mount Vernon.

The project is slated to start construction in the Summer of 2015 with anticipated completion in the Fall of 2016.

Location: De Pere, Wisconsin

Size: 35,000 gsf

Completion: September 2016 (anticip.)

Cost: \$4.5 million

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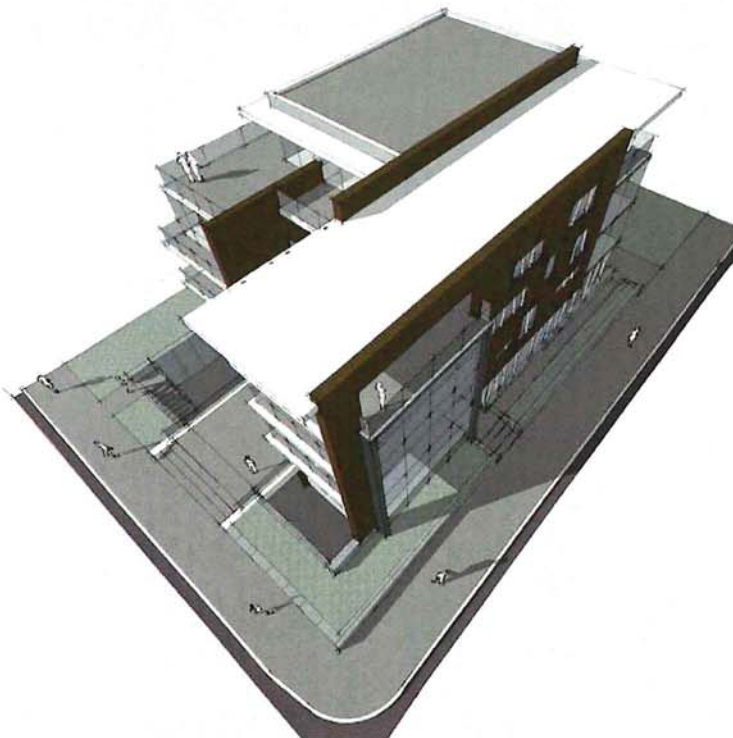
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EAST ASPEN MIXED-USE



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Located at the intersection of Cooper Avenue and Hwy 82, this mixed use development serves as an icon entering Aspen from the East. The East facing structure was designed to conceptually resemble layers of Aspen trees through the use of a diagonal structure and copper shingles emulating Aspen leaves. Large openings in the skin were designed to frame views of Independence Pass and the surrounding context.

Completion: TBD

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KENNEDY PLACE MIXED-USE



Madison's historic Schenk-Atwood neighborhood offers an eclectic mix of urban places.

The first floor contains shops, cafes, offices and the lobby/entrance for apartments above, engaging the streetfront with pleasing levels of scale and variety. The building is placed over one level of structured below-grade parking

Completion: 2004

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Attachment: Tadych_Pub (3585 : RDA)

MILWAUKEE PUBLIC MARKET



Attachment: Tadych_Pub (3585 : RDA)



The Milwaukee Public Market is a signature market in the 3rd Ward of Milwaukee. The market houses vendors and a few small cafes.

This project was completed by Paul J. De Leeuw of RGS Architecture while with another firm in Milwaukee.

Completion: June 2002

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The Starry Story

On a Mission to Bring Real Estate Back to Main Street

The Value of a Face-to-Face Visit

Rich Starry and the team at Starry Realty LLC prefer to do business the old-fashioned way.

The old-fashioned way doesn't mean avoiding the gadget-filled world we live in today. In fact, The Starrys – a realtor team consisting of Rich, his mother Becki and their office manager Mary Jo – embrace this technology much more than most as it has enabled them and their clients to be much more efficient and effective. But while the technology has its place, The Starrys still see the significance of a one-on-one discussion, community involvement and a handshake.

They feel relationships are the foundation and firmly believe we shouldn't lose sight of the incredible value these personal interactions bring.

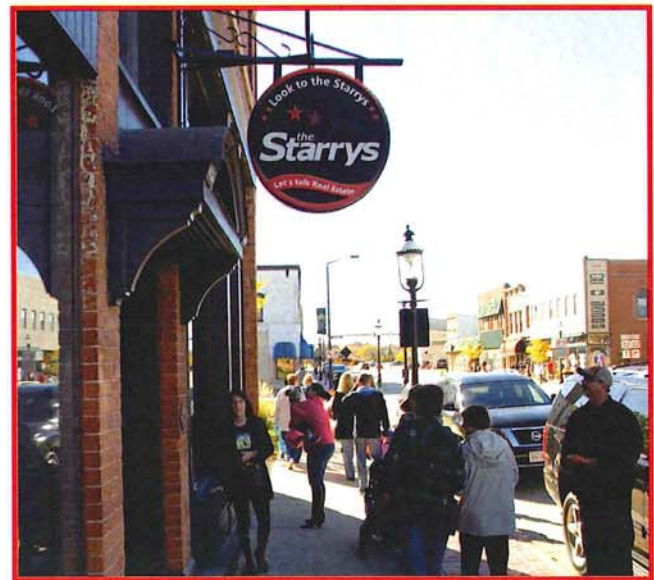
With that in mind, Rich had an idea for doing things a little differently in his profession and his home community. He likes to call it his mission to "Bring Real Estate Back to Main Street," or in this case, Broadway.

Opening a Community Gathering Space

Rich envisioned finding a building in downtown De Pere that he could operate the business from and open up to the community. Remembering back to a time when downtowns served as a one-stop shopping and meeting spot, he saw this space as a gathering place of sorts and imagined it being used for everything from group meetings and training workshops to benefit concerts and other charity events.

His earliest vision included a combination of music, collaboration and conversation ... a destination to come together for sharing, networking, philanthropy and much more.

Thanks to the perfect location presenting itself and a proposition where the timing and all of the rest of the pieces fell right into place, the things Rich once pictured so vividly in his mind are now becoming a reality.



A Historical Downtown Mainstay

Living and raising their families in and around De Pere, Rich, Becki and Mary Jo have always had strong ties to the community. More than 90% of their business comes from referrals from friends in the community.

Rich knew his "Main Street meeting place" had to be situated somewhere that was right in the heart of the downtown community and brought some real meaning to area residents.

That's when A's Dockside – most recently known as A's Restaurant and Music Café – came into the picture. Listed on the National Register of Historic Places, the former A's was built in 1888 and is one of the most recognized and remarkable commercial structures in downtown De Pere.

The building wasn't for sale at the moment and hadn't changed hands for the last 23 years, but Rich met with the owners and explained his concept for creating a community gathering space much like the building on Broadway has always represented.

★ ★ The Starry Story ★ ★

It was a win-win situation for everyone involved – especially the community – and soon the deal was done and renovations were under way. The Starry Team was very involved in the decision-making process and worked meticulously to restore and maintain the facilities of the 126-year-old building.

Plans to Do Good with the Community Space

One of The Starry Team's biggest goals is to use the building to do good for the community. Incorporating the musical element, Rich intends to host a "Starry Nights" music series that will feature different benefit concerts and raise money to go toward local charities.

He also plans to unite the people of De Pere and surrounding areas and encourage new relationships and a greater sense of community by opening up a central meeting space at the building.

His ultimate hope is that giving back through this historic building will strengthen the community ... by helping organizations in need, promoting the area's economic vitality and encouraging some creative partnerships along the way.

About the Starry Team

A family business in every sense, Rich, Becki and Mary Jo are most focused on the relationships that develop in real estate – ones that go much deeper than their individual listings and the home-selling or buying process.

Together, they have 70+ years of sales, marketing and customer service experience among the three of them, along with an indescribable commitment to every client.

Rich first started in the field when he worked for a company that specialized in staff relocation services. As he became more familiar with the people and the properties of the area, Rich decided to make the transition to real estate full-time and later partnered with Becki to open Starry Realty LLC. He and his wife, Courtney, have a daughter, Stella.

Becki is a life-long area resident. She has been married to husband, Dick, for 50 years and, in addition to Rich, the couple has two other children and three grandchildren.

An integral part of the team, Mary Jo Danen serves as the office manager at Starry Realty. She is known throughout the industry for her exceptional organization skills, productivity and attention to detail.

Since first forming its own group in March 2014, Starry Realty has experienced tremendous success. Before teaming up, their individual ranks included #3 in sales

for 2013 out of nearly 600 agents in the Green Bay metro market and a #3 ranking in 2012 out of 525 agents.

Many ask, "What is the secret to The Starrys' success?"

A big part of it is the focus they have on being good listeners and communicators. The team follows a philosophy of putting the client ahead of all else and aiming to provide the most personalized, high-quality service in every single interaction.

A Downtown Destination Where Everyone is Welcome

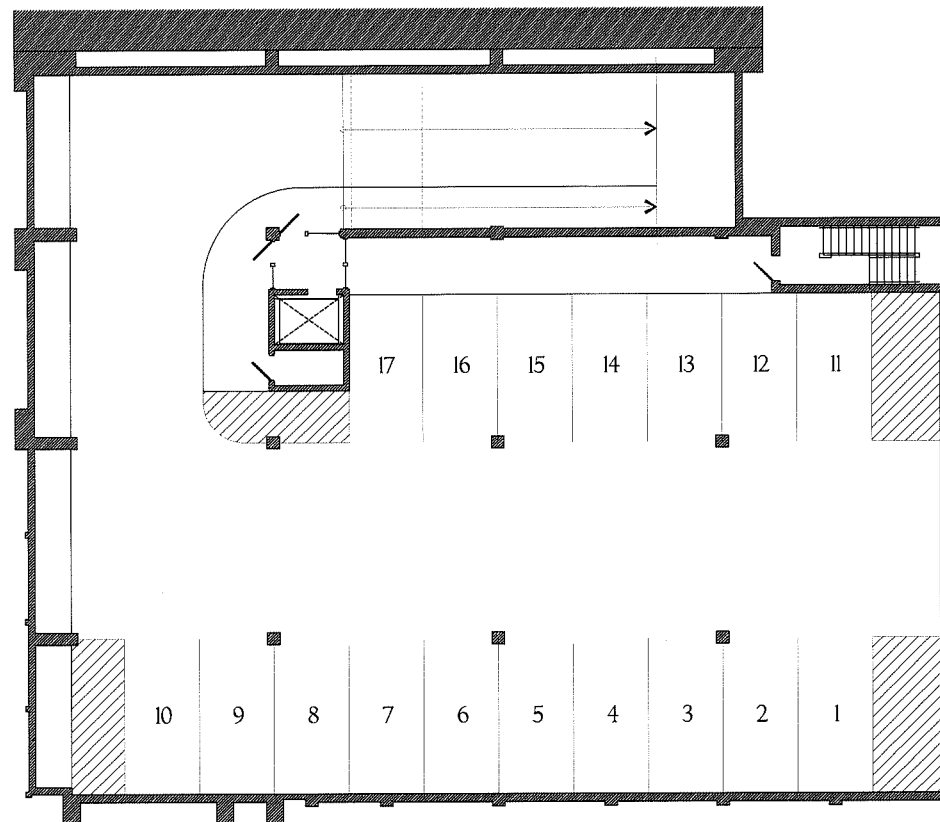
With the ribbon cut at the new Starry Realty location at 112 N. Broadway in De Pere and the doors now open to the public, the Starry Team is excited about the many opportunities this community gathering space will bring to De Pere and beyond, and the possibilities it will provide for collaboration.

The team extends an open invitation and a warm welcome to everyone in the surrounding communities as it carries out its vision-turned-reality of bringing real estate back to Main Street.

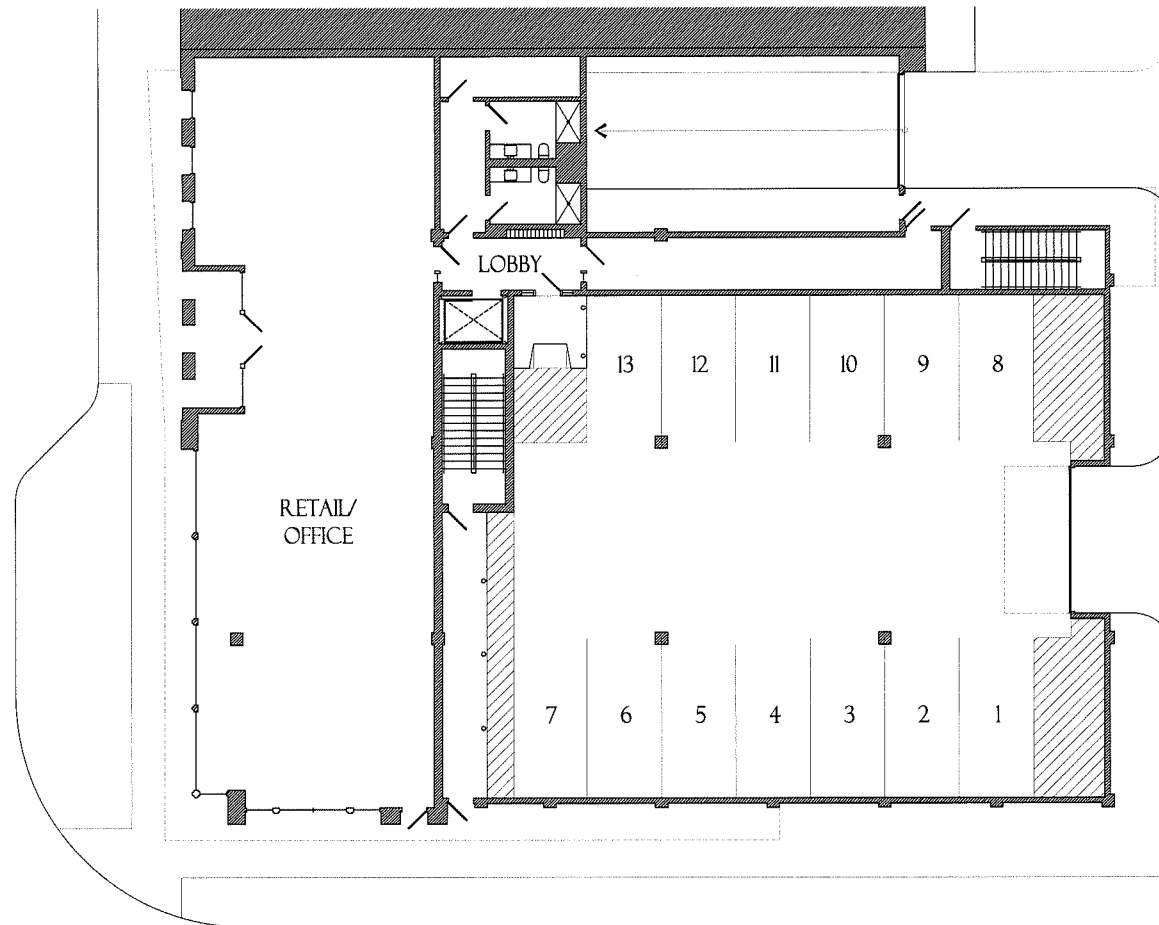
The Starrys
TheStarrys.com



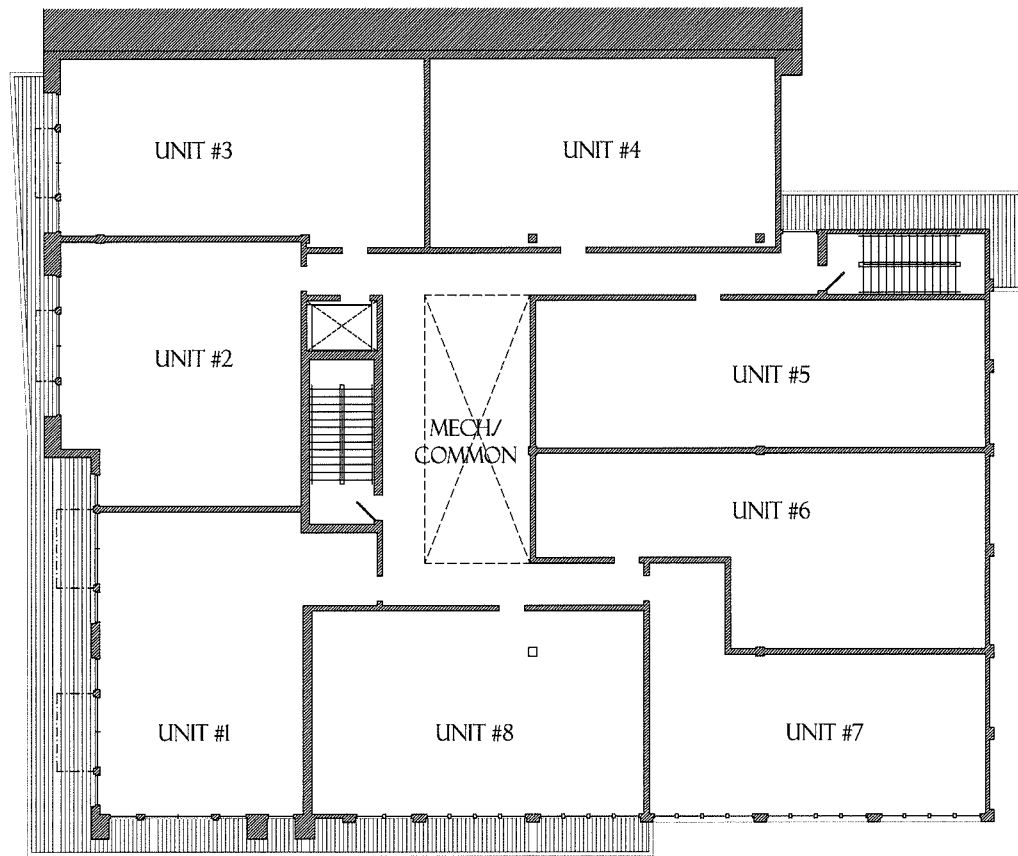
LOWER FLOOR PLAN



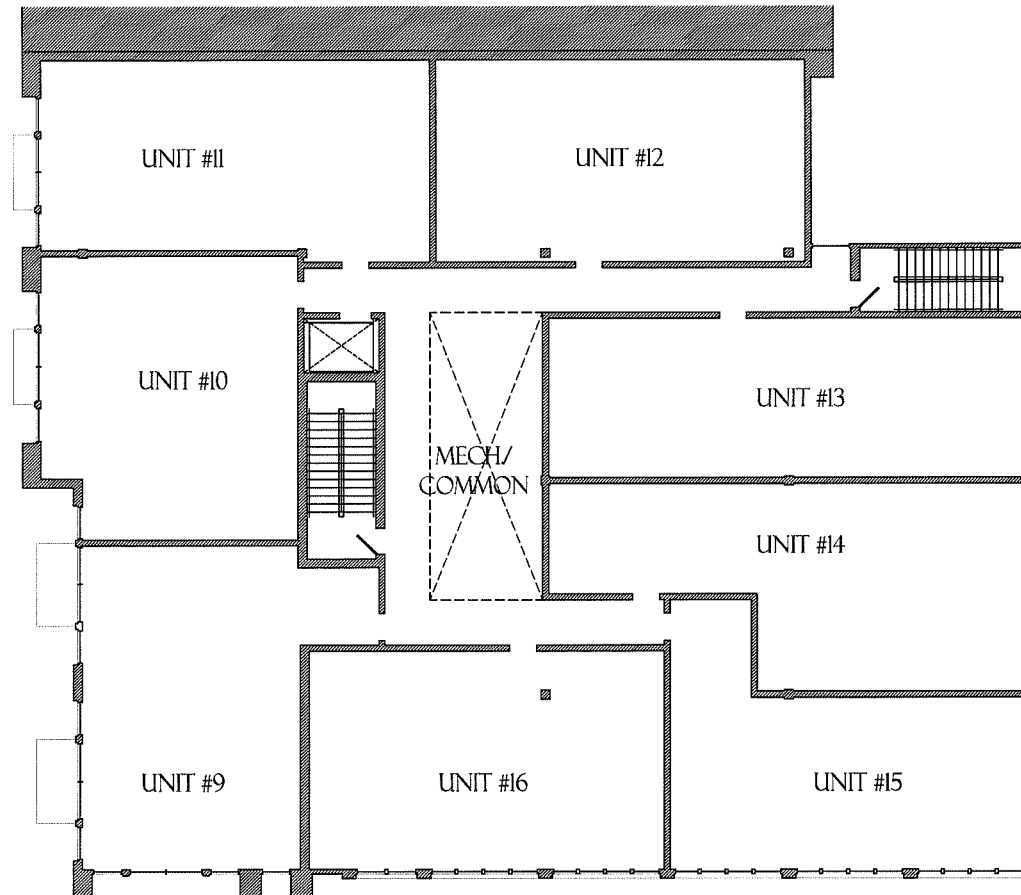
FIRST FLOOR PLAN



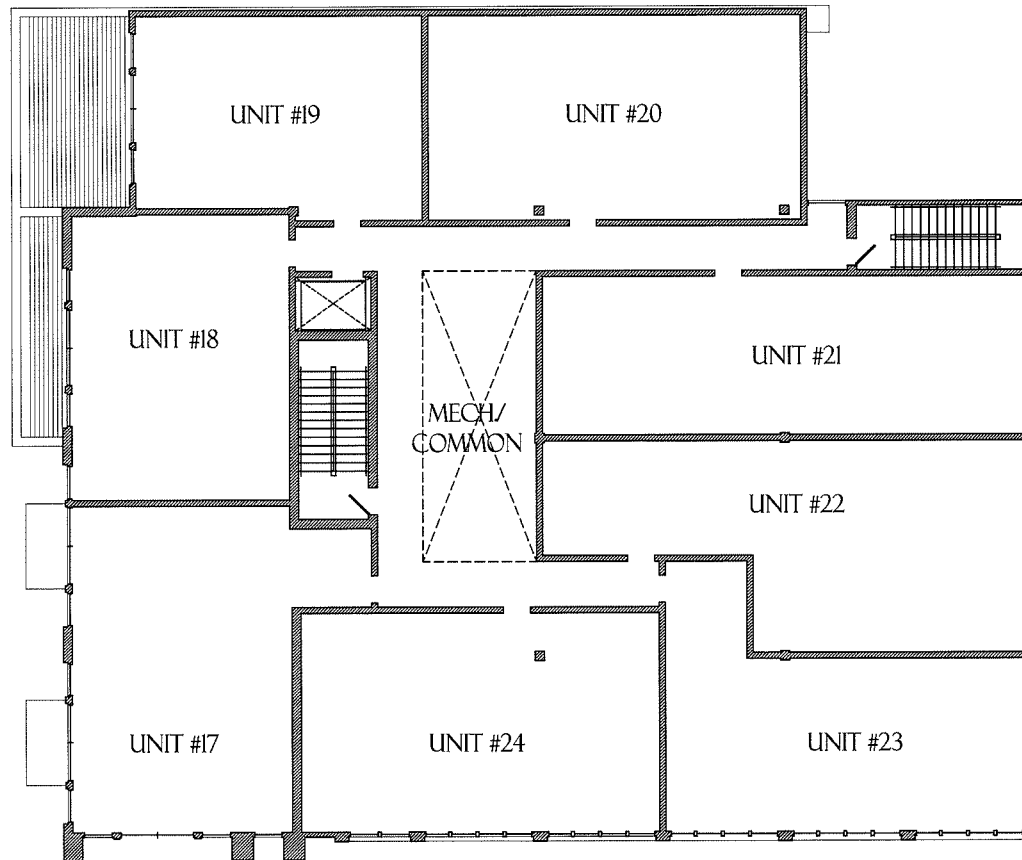
SECOND FLOOR PLAN



THIRD FLOOR PLAN



FOURTH FLOOR PLAN



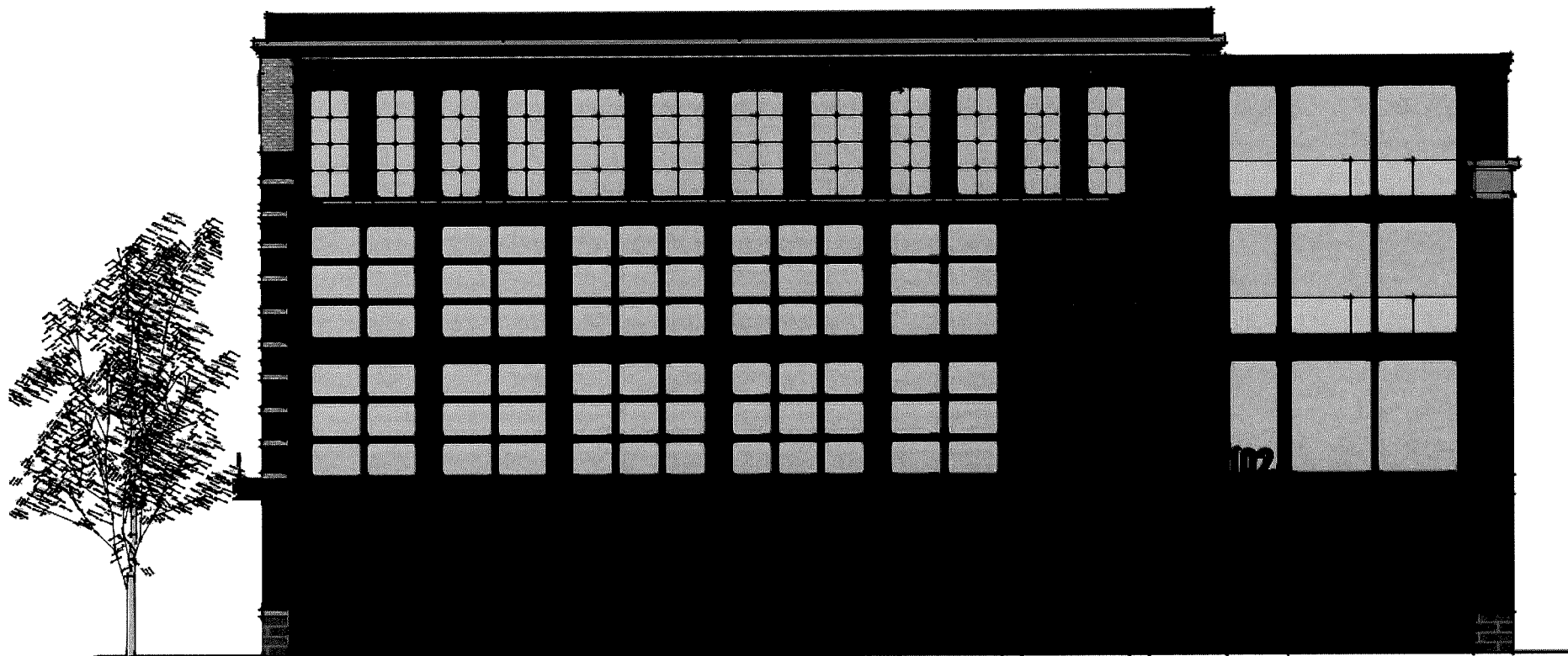
BROADWAY ELEVATION



GEORGE STREET ELEVATION



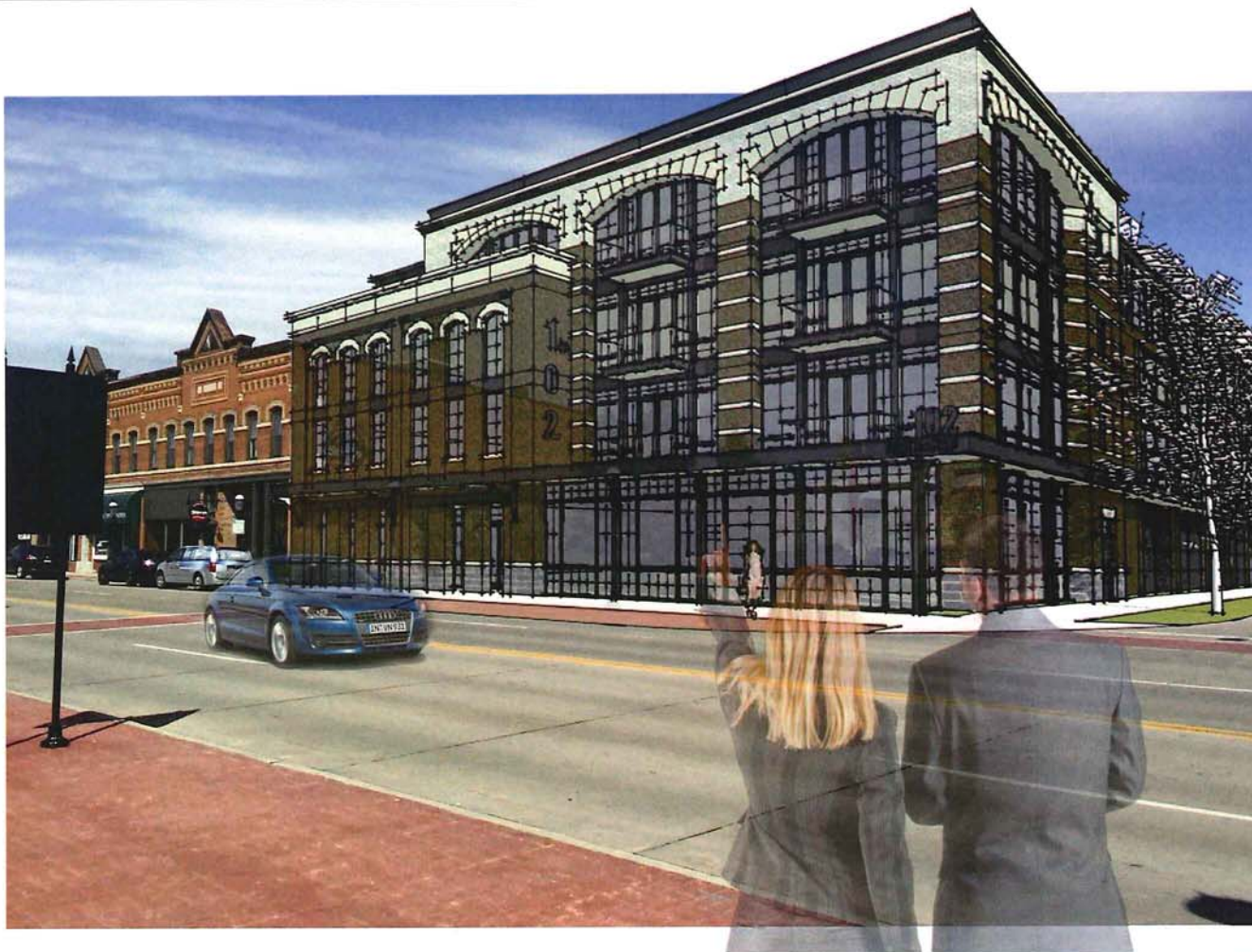
ALLEY ELEVATION



PROPOSED RENDERING



PROPOSED RENDERING



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Confidential

Confidential

Attachment: Tadych_Pub (3585 : RDA)

Confidential

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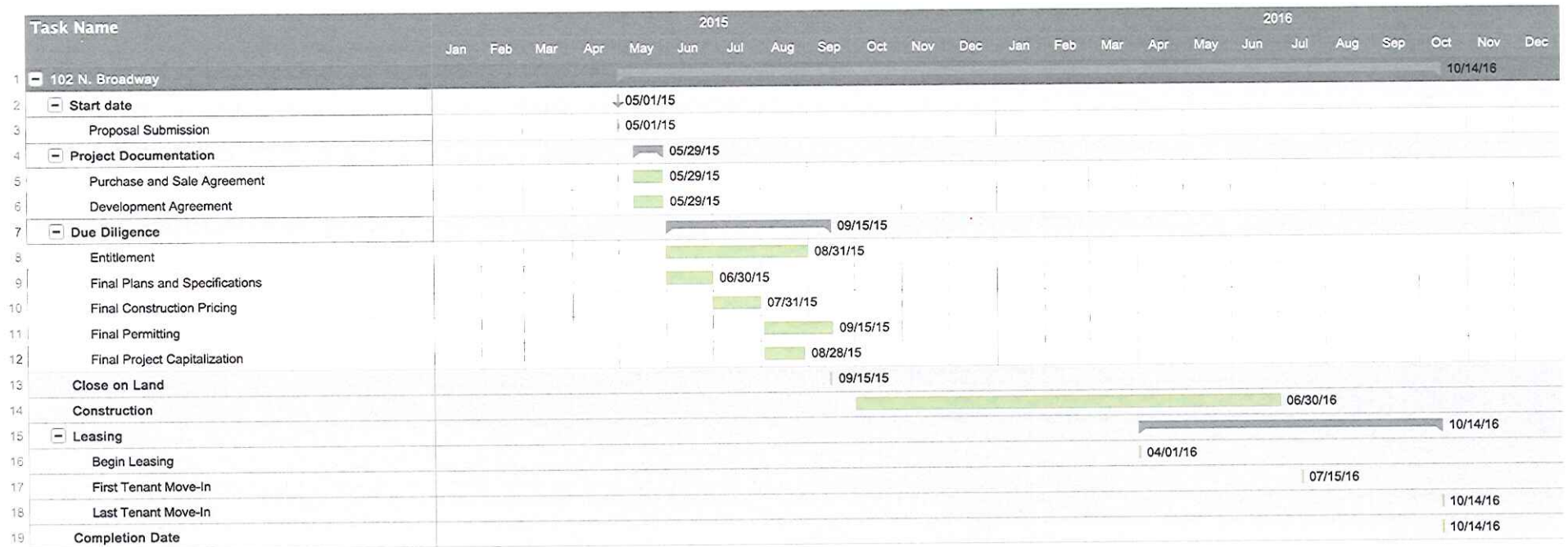
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102 N. Broadway Project Schedule





May 7, 2015

Mr. Ken Pabich
 City of De Pere
 333 S. Broadway
 De Pere, WI 54115

Dear Ken:

In response to the Request for Proposal by the City of De Pere for the current Crevier Commons property at 102 N. Broadway, we are pleased to submit our development proposal for this prime downtown site.

"100 North", a mixed-use, four-story development will bring residential condominiums and ground floor retail space to this key downtown corner. Six condos priced between \$250,000 and \$325,000 will line floors two and three, sitting atop the nearly-6,000 square feet of retail space. The fourth floor will be designed for two higher-end units or one large penthouse depending on market demand. Below-grade parking will provide two secure and climate-controlled vehicular stalls for each residential unit.

With the assistance of the City of De Pere, it is estimated that this project will produce over \$70,000 per year in combined property tax revenues and create an attractive centerpiece for the city. We ask for your support!

Respectfully submitted and with appreciation for your consideration,



Garritt R. Bader
 Development Consultant, on behalf of the project developers,



McKim and Lisa Boyd



Mike and Julie Savolt

Section 1: Developer Introduction, Resumes and Qualifications

Section 1(a): Developer Contact Information

“100 North” will be the product of two De Pere families that aim to develop a new era of owner-occupied, urban residential living in the city. There are currently few urban residential *ownership* options in the Green Bay area; this project will be the first of its kind in De Pere. Both young professionals and established empty-nesters will finally have an opportunity to *own* a modern, higher-end downtown loft residential unit. McKim and Lisa Boyd, and Mike and Julie Savolt, are part of a national trend of empty-nesters seeking to shed their large suburban homes and begin life anew as urban dwellers. But both want to own, not rent, their new downtown homes and few options exist locally. Both families have thus decided to pursue their shared vision by coordinating with project partners to make their development a success.



McKim T. Boyd has been a De Pere resident for 55 years. He is an owner and manager of the historic Union Hotel at 200 N. Broadway, an establishment that has been owned and operated by his family for 98 years. McKim also owns the Northwestern Building at 131 N. Broadway and is extensively involved in the De Pere community. He served on the De Pere School Board for six years; the De Pere Historical Society for nine years; and developed “The Picture Shows” for the historical society, now in their twelfth year. Prior to taking over the Union Hotel, McKim was a mathematics teacher and coached high school basketball, cross country and track. He also coached track and field at St. Norbert College. He is a graduate of the University of Wisconsin with a degree in Mathematics.



Lisa J.B. Boyd has been a De Pere area resident for 50 years. Lisa is a school counselor at West De Pere High School, a position she has held for eleven years after time spent as a counselor at Bay Port High School, and as a Family and Consumer Education teacher at Wrightstown High School. She earned her Bachelor’s degree from UW-Stout and her Master’s degree from UW-Oshkosh. She is very involved in the West De Pere schools working athletic events, participating in school and scholarship committees and connecting with families. Lisa does the managing for the Northwestern Building and helps at the Union Hotel as needed. She is a member of St. Norbert College Parish and has facilitated a women’s group there. Lisa and McKim have been married for 25 years and have two adult children.



Mike Savolt is the founder of Tax Management Services, Inc., a full service accounting, payroll, tax, investment, insurance and retirement planning firm he started in 1992 after beginning his career with Arthur Anderson & Company. He now employs 26 individuals between his Green Bay and De Pere offices and manages over \$150 million as an investment advisor for his individual clients. He specializes in tax and strategic planning for his business clients. He currently serves on the board at the Fox Valley Technical College and is a graduate of St Mary’s College.



Julie Savolt, along with her husband, Mike, has lived in De Pere for 16 years with their three children who have attended the De Pere Public Schools. Julie manages the two office buildings for Tax Management Services and the other tenants in the buildings. Julie enjoys the arts, has been designing jewelry for 25 years, and has a strong passion for organic square foot gardening. Julie is a graduate of St. Mary’s College with a degree in Marketing and Human Services.

Section 1(b): Development Team Qualifications

The Boyds and Savolts have hired two consultants in their quest to make “100 North” a reality.



Garritt R. Bader, a local broker and developer, has been contracted to guide the development team through the development approvals, permitting and financing processes. Garritt has brokered and developed retail, multi-family and office properties since starting his company in 2007, and is responsible for generating over \$20 million in new property valuation since 2010, including property in the City of De Pere. Garritt is a graduate of Marquette University and the University of Florida, and is a committee member for Downtown Green Bay, Inc. & Olde Main Street Inc., and on the board of On Broadway, Inc. He is an advocate for strong urban neighborhoods that make the greater Green Bay area economically competitive.



Chris Renier of C. Renier Architects, Inc., De Pere, is working with the team to develop the design solution for the building site. He has been a practicing architect for over thirty years and is experienced with religious, industrial, commercial and residential projects. He received his architectural degree from the University of Minnesota and became a registered architect in the State of Wisconsin in 1987. A longstanding member of the American Institute of Architects, he is also an active member of the De Pere Historical Society and St. Willebrord Parish Council.

Section 1(c): Relevant Development Projects

Both Garritt and Chris bring years of experience working on real estate development projects—many of which were urban infill projects—that will drive the successful completion of this project.

Project Similarity: Garritt is in the third and final phase of developing Whitney Park Townhomes, a first of its kind urban housing development in Green Bay. Upon completion in fall 2015, the \$2 million project will result in the creation of ten urban-style townhomes of approx. 1,600 square feet on a block where five dilapidated rental units once stood in the 100+ year old-neighborhood. Each townhome has 3 bedrooms, 2 ½ baths, a full basement and a two-stall garage, offering features today’s urban residential buyers demand. The completed project will increase the block’s taxable value six times its pre-development valuation. Chris is experienced in the design and construction of mixed use retail/housing projects like the proposed “100 North” based on his experience with numerous retail projects (new spaces and remodeling) and a strong background in housing with many years of experience ranging from college dorm housing to high end residential construction, including a recent high rise condominium build-out in Austin, Texas.



Market Demand: Researching market studies and comp data is crucial when forging a “first of its kind” project. As noted above, the Whitney Park Townhomes project was designed to meet the expectations of today’s urban-minded homebuyer. As will be further discussed below in Section 2, market research was investigated pre-development to confirm that the target audience for the Whitney Park Townhomes project would support the project, much like is being done now for “100 North” to determine whether its intended target buyer—young professionals and empty-

nesters—would indeed be interested in “100 North.” Knowing to seek out these studies and then interpret them is an important ingredient towards a successful project.

Characteristics of Redevelopment vs. Development: Redeveloping urban neighborhoods is usually very different than developing in the suburban “green fields” and both Garritt and Chris have experience doing just this. Whitney Park Townhomes involved acquiring five properties, identifying and removing asbestos, and demolishing the existing structures according to state requirements. Upon commissioning and reviewing Phase I and Phase II environmental reports, it was also required that some of the existing fill on the site be removed and hauled away. In specific regard to the proposed Crevier Commons site, upon review of the environmental and geotechnical sampling performed by the City of De Pere it’s believed by Chris that major environmental contamination isn’t a problem although remnants of the former structure may require an over-excavation of the site to remove remnant poor soils. Specific care to the design of the underground parking structure and building foundation will be undertaken also. Knowing how to identify and work with these potential pitfalls can save a deal from dying and/or maintain its financial viability.

Realities of Performing Development Activities in Compact, Urban Spaces: Finally, coordinating development activities in compact neighborhoods involves good communication and advance planning. When Garritt initiated the CVS/pharmacy project in De Pere at 800 Main Avenue in 2010 – 2012, working in an existing, urban neighborhood required coordination with multiple city departments and staff members, WisDOT personnel, and especially the neighborhood residents, among others. Moving one of the sellers’ houses required coordinating utility crews, police officials and neighbors. Similar to the CVS/pharmacy project, the Whitney Park Townhomes project required periodic street and sidewalk closures and utility interruptions which were communicated to the general public through signage on occurrence, and to the neighbors as needed. With regard to the Crevier Commons property, care will especially be given to those who use the alley for vehicular and pedestrian access on the east side of the property; those who require vehicular and pedestrian access along both George Street and Broadway during construction activity; and adjacent property owners and tenants who may be temporarily inconvenienced.

Inquiries & Notices

Please forward all project inquiries and notices to the contact individual and address as noted below:

GB Real Estate Investments
c/o Garritt R. Bader
300 N. Van Buren Street
Green Bay, WI 54301
Phone: (813) 500-0296
E-Mail: gb@gb-re.com

Section 1(d): Financial Viability

Efforts are being undertaken to develop a quality, higher-end residential development that requires the least amount of city assistance possible (as will be further outlined below in Section 3) in making the project budget realistic (as will be further outlined below in Section 2). Previously noted throughout this submittal, the Boyds and Savolts are undertaking this development, and as such, are the equity partners in it. As further noted and detailed below, the families will be contributing a combined \$600,000+ in equity into the project with bank financing supplying the balance of project costs. Letters from three local lenders who have reviewed and approved the families’ Personal Financial Statements and the project scope and budget are attached indicating interest in the development. While it’s too early in the process to secure loan commitments, all banks approached are eager to proceed if city approval is granted and required pre-sales materialize.

Section 2: Project Proposal

Section 2(a): Project Details

“100 North” is a proposed mixed-use, four-story development that will bring residential condominiums and ground floor retail space to the key downtown corner currently occupied by Crevier Commons. Six condos priced between \$250,000 and \$325,000 will line floors two and three, sitting atop the 6,000-plus square feet of retail space. The fourth floor will be designed to allow one penthouse unit (for a total of seven units) or two higher-end units (for a total of eight) depending on market demand. Below-grade parking will provide two secure and climate-controlled vehicular stalls for each residential unit.

Beginning on the ground floor, “100 North” will provide nearly 6,000 square feet of retail, restaurant and/or office space fronting Broadway. Large amounts of storefront glass will front Broadway and the George Street corner, making for an inviting space for potential tenants and a complimentary addition to the downtown street-front retail corridor. Market research indicates that retail rental rates in the downtown area of De Pere are in the low-teens per square foot. As will be discussed further below, the budget is designed to meet these market rates and create a successful, occupied retail space that will contribute to, and benefit from, the existing operators. Utility and service connections will be installed to permit a wide-range of tenancy.

Floors two and three will include three residential condominiums each, all approximately 2,000 square feet in size. Layouts of the proposed condo units are included in Appendix E. In addition to a blended kitchen / great room floorplan, each condo will contain three bedrooms and two full baths, and balconies for outdoor entertaining. Steel and concrete construction will ensure a quality result by greatly minimizing any sound transference between floors and individual units. Each unit will be nicely appointed with upper-end finishes including custom cabinetry and millwork, granite countertops, stainless steel appliances and ample windows to take advantage of the view.

The fourth floor is being designed for two possible scenarios; one is a 5,000+-square foot penthouse that would provide premium views and sole occupancy of the top floor. The second scenario is two premium units of 3,000 square feet each. Whichever scenario is ultimately chosen, an outdoor roof-top gathering space—an urban garden of sorts with landscaping, seating, decorative lighting and foliage—will be provided for all residential condo owners.



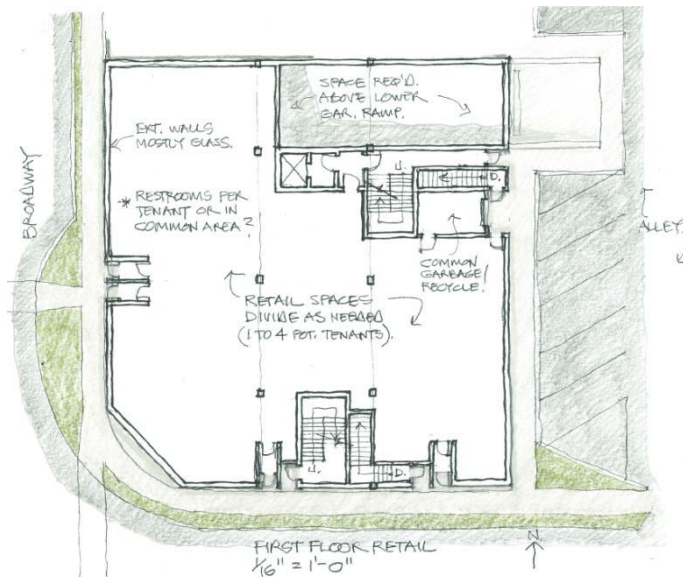
The look of the project is one that will blend the best of historic downtown De Pere—arched window openings and stately brick—with modern touches such as balconies and ample energy-efficient glass. It is estimated that the development will produce over \$70,000 in annual property tax revenue to the City of De Pere assuming a Tax Increment Financing funding of this project that will be further discussed in Section 3.

Section 2(b): Concept Site Plan: Site Building Coverage, Parking, Summary and Size of Users

The proposed site plan is shown in greater detail in Appendix A. The building footprint of 8,546 square feet (approx. 7,516 square feet (87' x 86') for the finished ground floor excluding garage access ramp), covers 76.5% of the current site. Special care was given to not obstruct access to the existing alley along the east side of the property, nor to create condo units that were unmarketable due to size, dimension or poor views.

The prime retail space along Broadway will all have street-front entrances and rely on on-street and rear surface parking for both customer and employee parking. Along George Street, additional retail space will be available. One alternate plan that is being considered for the George Street retail side is to instead build two ground-level, one-bedroom, 800-square foot apartments behind the Broadway retail space on the east side of the building that would have access from the alley sidewalk and surface parking stalls in the existing angled alley parking stalls. These could be urban "tuckaway" units very similar to projects in Chicago and Minneapolis. In many ways, these units could command a higher per-square foot rental rate than retail uses. It is stressed that this is only a concept at this point, and is not formally presented herein.

All residential condo units will have west and/or south-facing views, with "carve outs" on the north side against the Starry building to provide flexibility for bedroom positioning within the units and needed emergency exits. The second and third floors are 8,332 square feet each, as is the footprint of the fourth floor (but with fewer units).



The basement garage will be accessed from the existing alley, thus permanently preserving that access point for the adjacent downtown businesses. Elevators will give residents direct access onto the residential floors from the underground garage.

In addition to the site plan, floor plans for all floors are also included in Appendix A.

Section 2(c): Elevations

Please refer to Appendix B to see renderings of the Broadway (west) and George Street (south) frontages, along with a larger corner perspective looking to the northeast at the intersection.

At its tallest point as proposed, the building would reach 50 feet into the sky from the ground floor to the top of the fourth floor (excluding the corner tower). Each floor of the building is being "super-sized" to make both the retail space and residential units feel bigger through taller ceiling heights, a method that also gives the building overall added height to rise above (notably) the Starry building to the north. The ground floor retail space will have a 13-foot ceiling height; each residential floor will be approx. 12 feet in height. This added height will also give fourth floor residents a highly-sought western view of the river, the dam and sunsets.

Section 2(d): Project Rationale/Strategy: Information Supporting Project Feasibility, Marketing

As noted earlier, understanding market demand is a crucial component in ensuring a successful project. To understand buyer preferences, housing data was sought from market studies and recent sales data.

Housing Studies and Market Research

“100 North” will create a new housing segment in the Green Bay area that hasn’t previously existed. Prior to developing the Whitney Park Townhomes, Garritt Bader researched information from residential real estate professionals and consultant studies that showed buyer interest for the townhouse project. Similarly, “100 North” is being conceived partly due to the feedback contained within the 2014 *Downtown De Pere Housing Market Analysis* commissioned by the Wisconsin Economic Development Corporation. Among other highlights, the report noted the following:

- “Currently, downtown De Pere households appear to lack opportunities for young professional and empty nester households...and represents a growth area.”¹ These two segments are key target buyers.
- “Current demographics suggest a potential market for 20 additional owner occupied units in downtown.”²
- When survey respondents were asked to “identify a preference for owning or renting...more than half of all respondents...indicated a preference for ownership.”³
- The “combination of population growth and changing demographics will create a need for an additional 231 owner occupied units...within the City over the next five years. Downtown would need to add at least 68 new owner occupied units...to keep pace with demand and retain market share during this period.”⁴

Market Analysis

At what prices do condos sell in De Pere, and what price per-square foot?

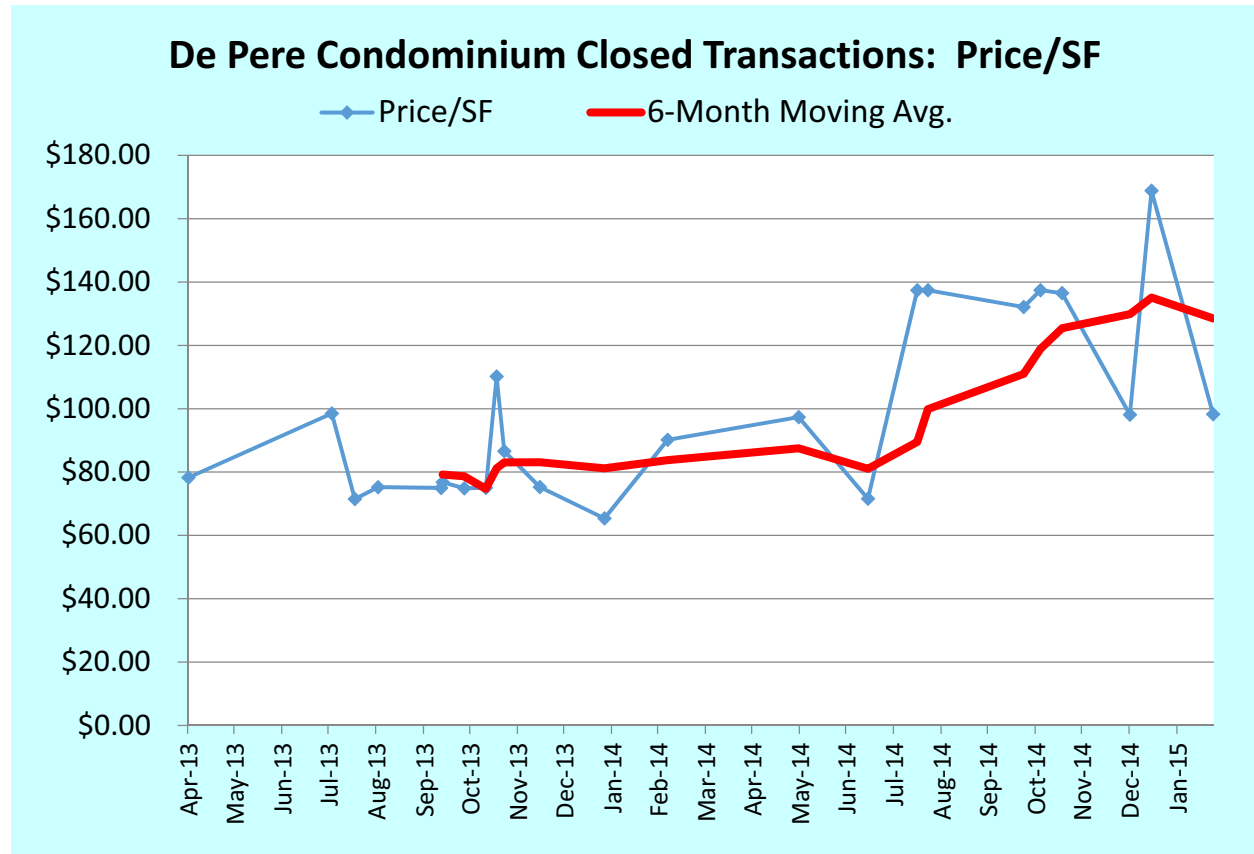
Two years' worth of sales data between April 2013 and April 2015 was researched on the local MLS and is presented below. Any condominium that sold in a De Pere ZIP code (including the towns of Ledgeview and Lawrence) was included for comparative purposes. What the data shows is a trend of rising prices, increasing to a 6-month average price per square foot of \$130.00—up from \$80.00 per square foot two years ago. Using this data alone, a 2,000 square foot residential condo at “100 North” would sell for \$260,000.

¹ Downtown De Pere Housing Market Analysis, WEDC, Page 7

² Downtown De Pere Housing Market Analysis, WEDC, Page 7

³ Downtown De Pere Housing Market Analysis, WEDC, Page 7 (bottom) & 8 (top)

⁴ Downtown De Pere Housing Market Analysis, WEDC, Page 9

Market Analysis, Continued


It's not lost upon review of the raw data that none of the units that transacted over this two-year period was a true, urban-style property. Nothing was immediately comparable to the type of units proposed at "100 North"—luxury, higher-end urban units. In fact, only one property currently on the market as of the review in early April 2015—555 Main Avenue #209—was even downtown. As noted earlier, a market is being created for these units that doesn't currently exist. Based on the WEDC report referenced earlier, a high level of confidence exists that demand exists for them and that they would sell for significantly more than \$130.00 per square foot. But even so, what can be taken from the condo data is that sales prices are rising and the trend has been unfolding in a positive direction for the overall market and the goals of this proposed development.

Condos vs. Apartments

Are condominiums (and condominium buyers) more preferred than apartments? "100 North" is planned as De Pere's first urban, loft condo project in a downtown residential market that is primarily rental.

Truthfully, the target *renter* for a similar-type apartment project of this scope wouldn't be significantly different than a target *buyer* at "100 North": both are upper-income earners; both are young professionals or empty nesters; and both largely want a walkable lifestyle in which they can spend their disposable income. So *both* apartment renters and condo buyers in a project of this scope would likely be quality residents who enjoy the urban environment and have the ability to spend money at downtown retailers and restaurants.

100 NORTH

This being said, an article posted at the National Association of Realtors' website cited the Federal Reserve Survey of Consumer Finances that found that homeowner net worth ranges from 31 to 46 times that of renters—or 36 times that of the median renter.⁵ In another posting from the National Association of Home Builders,

“According to the 2012 American Community Survey (ACS) ten-year age breakouts, the largest share of (home) owners falls within the age bracket between 45 to 54 years. Nearly 17 million (or 22.7% percent) of all owners are between 45 to 54 years.⁶”

This is especially noteworthy as to why heavy marketing of “100 North” is on empty nesters *even more so* than young professionals—because empty nesters, by and large, have the financial ability to sell their current homes and purchase a home at “100 North,” *and* the disposable income with which to live a new lifestyle and support the downtown retailers and restaurants. This is why an emphasis is on buyers more so than even higher-income renters.

The success of “100 North” (in many cases due to this empty nester cohort) is going to be a big signal of whether other properties in downtown De Pere—most notably the Mac Dental site?—could support even larger residential condo development projects. If buyers flock to “100 North” it could be a harbinger for exciting new residential homebuilding in the heart of De Pere. Therefore it's felt that this project could be a trial run of testing the higher-end residential condo market for future, larger-scale projects in downtown De Pere.

Section 2(e): Preliminary Financial Analysis: Costs & Estimated Financing Needs

Confidential

Attachment: 100_N_Broadway_Pub (3585 : RDA)

⁵ <http://economistsoutlook.blogs.realtor.org/2014/09/08/net-worth-of-homeowners-vs-renters/>

⁶ <http://eyeonhousing.org/2014/04/characteristics-of-owners-and-renters/>

Section 2(f): Project Timeline: Acquisition, Design Development, Permits & Construction

Assuming that “100 North” is the project chosen by the city in early June 2015, here is the projected timeline for how this project can proceed:

- By June 30, 2015: Finalize Site Control;
Formally Secure Architectural, Development Consultant Services
- By July 31, 2015: Meet With City Staff, Begin Formal Discussions on Design, Project Look;
Begin Marketing;
Begin Formal Contractor Interviews, Refine Budget Estimates
- By August 31, 2015: Continue Refinement of Proposed Design;
Continue Marketing
Begin City Permitting Process;
Apply For, Receive Any Needed Zoning, Land Use Comp Plan Changes;
Confirm Lender, Negotiate Lending Terms & Equity Investment;
- By November 30, 2015: Continue Marketing | HAVE PRE-SALES UNDER CONTRACT*
Formalize All City Permits & Approvals;
Obtain State of Wisconsin Building Plan Approval
- By December 31, 2015: Finalize Lending Commitment, Close Loan;
Formally Acquire Property;
Begin Construction
- November 2016: Resident Move-In

*As contractual terms are finalized with the city, a 5-month marketing period will be requested to ensure that needed pre-sales materialize prior to Closing on the sale of the property. To satisfy both lender requirements and personal developer preference, a minimum of five (5) units need to be under contract before Closing on the purchase of the property from the city. Using the projected timeline above as a guide and assuming that a Purchase & Sale Agreement will be in place with the city by June 30, 2015, it is requested that the Buyer have until November 30, 2015 to secure the needed buyers. Should the anticipated buyer demand not materialize, the Buyer would have the ability to terminate the Purchase & Sale Agreement with the city at no financial loss, less costs already expensed by the Buyer in design, engineering and planning pursuits.

Assuming that the project proceeds and closing occurs as planned in late fall, it’s imperative that construction begin no later than December so that ground can be broken before harsh winter conditions force a 4-month delay in construction until April 2016 and a subsequent delay in resident move-in until spring 2017.

Section 3: City Participation

Section 3(a): Site Acquisition; and

Section 3(b): Development Assistance: TIF

As previewed in Section 2(e), the financials of the project assume that the city will sell the site for a token sum, proposed herein as \$1.00. Although the property has inherent value as is indicated in the city's Request For Proposals packet, the project budget simply doesn't support paying a market value for the property. Even if it did, subsurface soil concerns as noted in the city's geotechnical reporting mean this isn't a "pad-ready" site and would need to be made such before a market price could be paid—suggesting that, one way or another, the city would be expected to make the site "pad-ready" either through direct sitework activities or development incentive.

City assistance in the form of Tax Increment Financing is also being respectively requested to bridge the gap between estimated construction costs and market pricing. As noted below, the developer is requesting that the City of De Pere pledge \$1,000,000 in TIF dollars to this project, as market pricing realities necessitate city involvement. Simply put, when the average De Pere condo sale has transacted at \$130.00 per square foot and construction costs are \$135.00 per square foot, the city is the only entity that can plug this gap through the promise of future property tax collections.

Continuing from the budget summary presented in Section 2(e), this assistance produces the following post-city project budget and equity/financing split:

Land:	\$1	
Construction:	\$3,730,133	
Soft Costs:	\$267,018	
Financing Costs:	\$135,411	
Subtotal Pre-City Involvement	\$4,132,563	
Less TIF Assistance	\$1,000,000	
Subtotal Post-City Involvement	\$3,132,563	→
		Equity: \$626,513 (20%)
		Financing: \$2,506,050 (80%)

After adding in an assumed 0.50% loan origination fee (\$12,530) the estimated loan amount equals \$2,518,581, resulting in a total project cost in \$3,145,093.

As noted earlier, it is estimated that this project will produce over \$70,000 per year in annual property tax revenue, paying back the \$1,000,000 in TIF assistance requested in less than fifteen (15) years. This \$1,000,000 TIF request amounts to 24.20% of pre-city project costs.

As reasoned from the condo sales data charted in Section 2(d), buyers in Northeast Wisconsin are able to purchase significantly more house for their money than in many other parts of the country. \$130.00 per square foot can purchase a lot of home! Although a buyer at "100 North" will likely be spending above this, were the city not financially involved, buyers would need to purchase their condos at an average price of \$485,000—unheard of for this market! It is therefore being estimated that eight condo sales will occur at an average price of \$350,000, producing total earnings of \$2,800,000, and yielding a basis of \$345,093 in the ground floor retail space. This basis can be permanently refinanced and leased to retail and/or restaurant tenants, or sold off as a retail condominium.

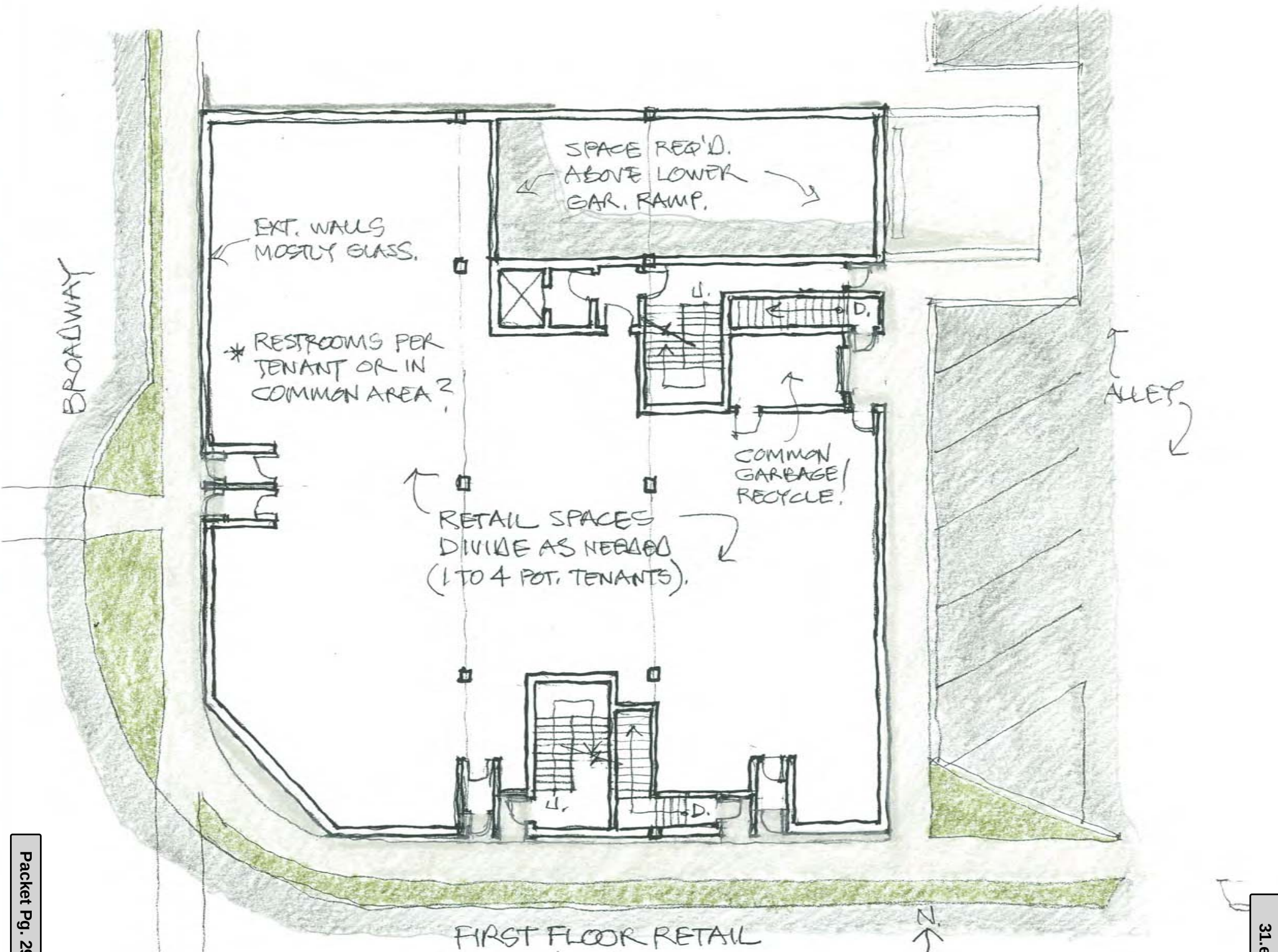
100
NORTH**Conclusion**

Thank you for your time in accepting, reviewing, and considering this submittal. We ask for your support and eagerly hope to be working with you on a new downtown De Pere residential condo development. The following appendix includes all aforementioned site plan and building images, along with the project budget.

Attachment: 100_N_Broadway_Pub (3585 : RDA)

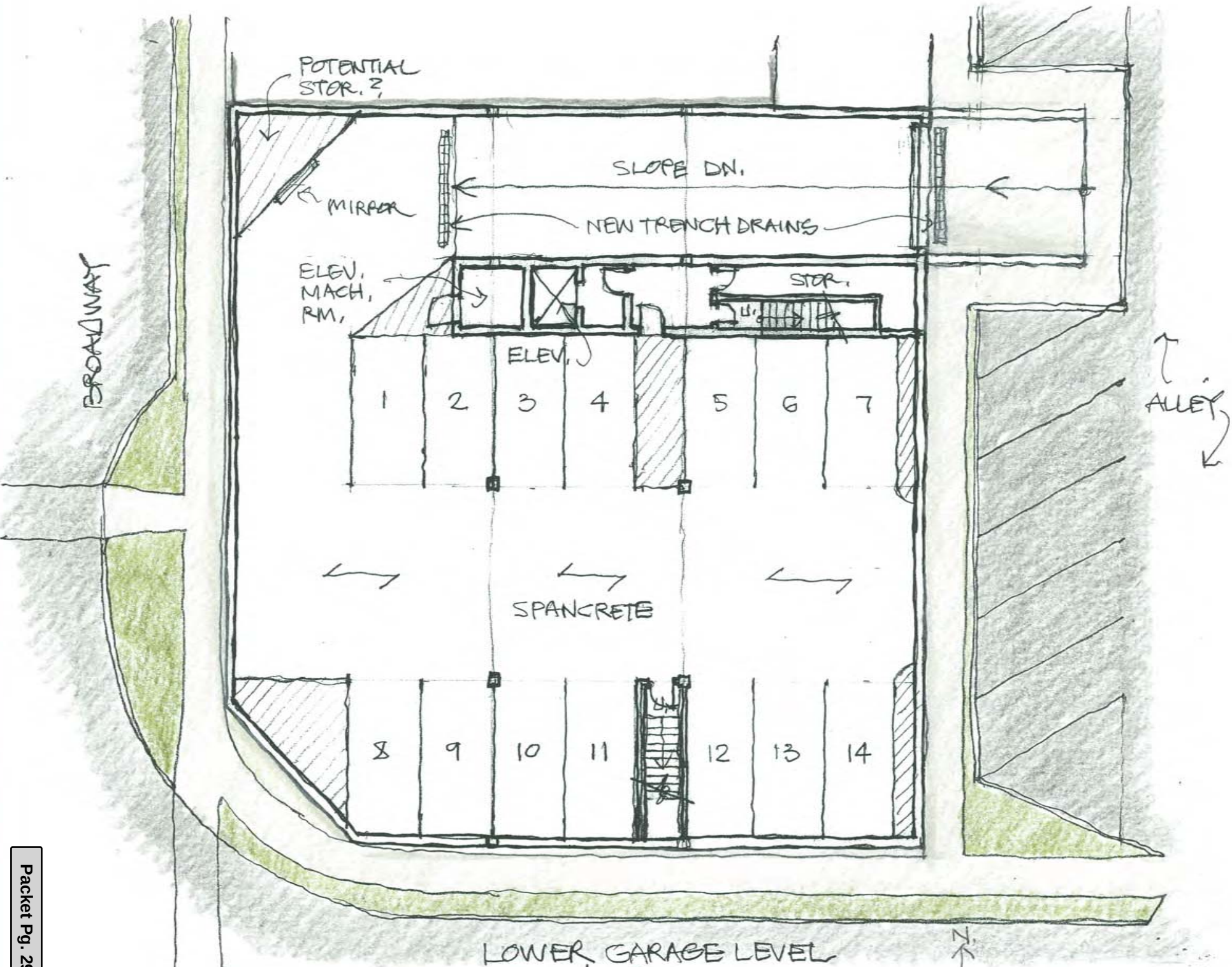


Appendix A: Site Plan & Floor Plans

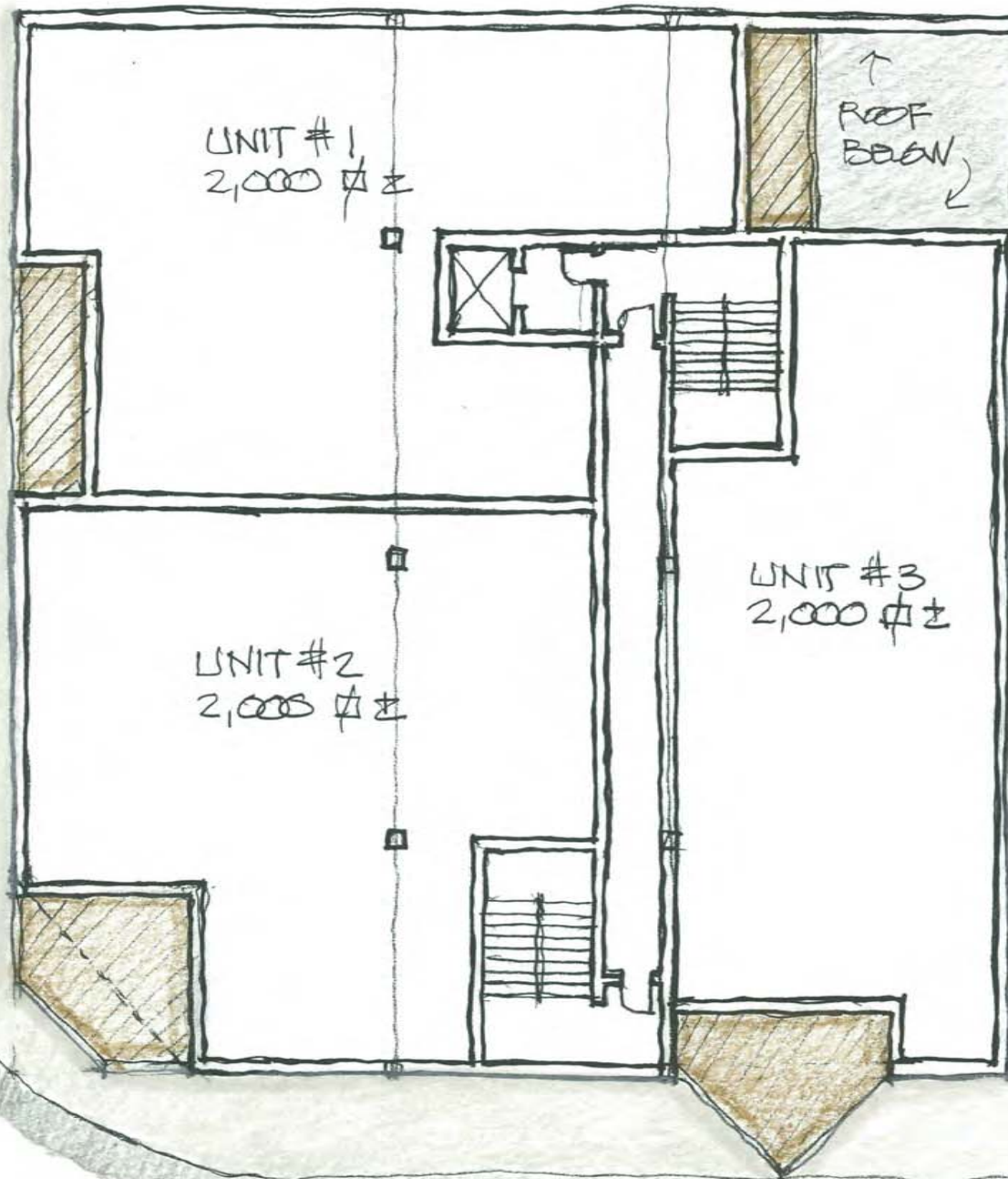


FIRST FLOOR RETAIL

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BROADWAY



↑
ALLEY
↓

TYPICAL CONDO FLOOR (2 & 3)

Attachment: 100_N_Broadway_Pub (3585 : RDA)





Appendix B: Façade Renderings



VIEW LOOKING NORTHEAST



BROADWAY ELEVATION



GEORGE STREET ELEVATION



Appendix C: Project Budget

Confidential



Appendix D: Lender Interest Letters

Confidential

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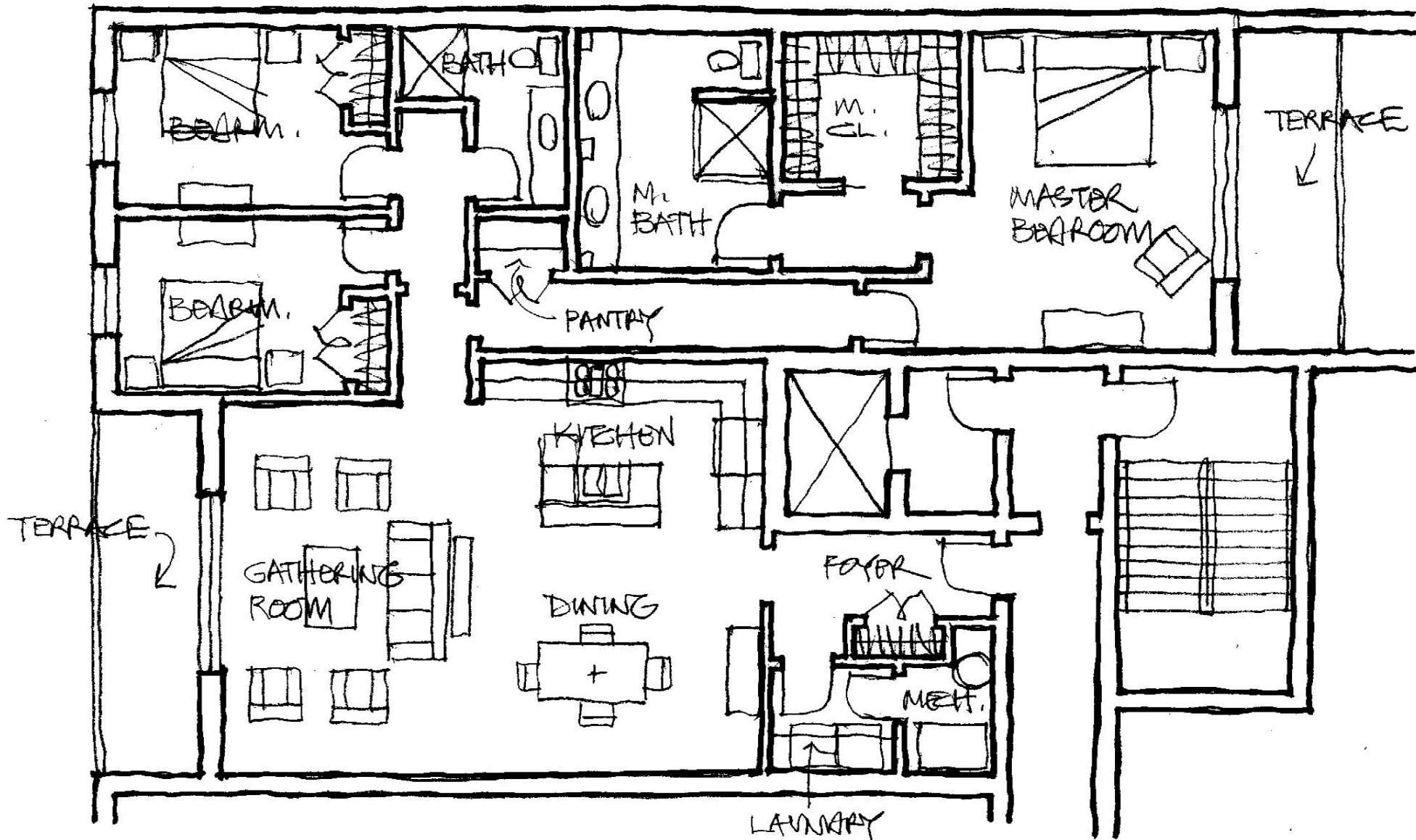
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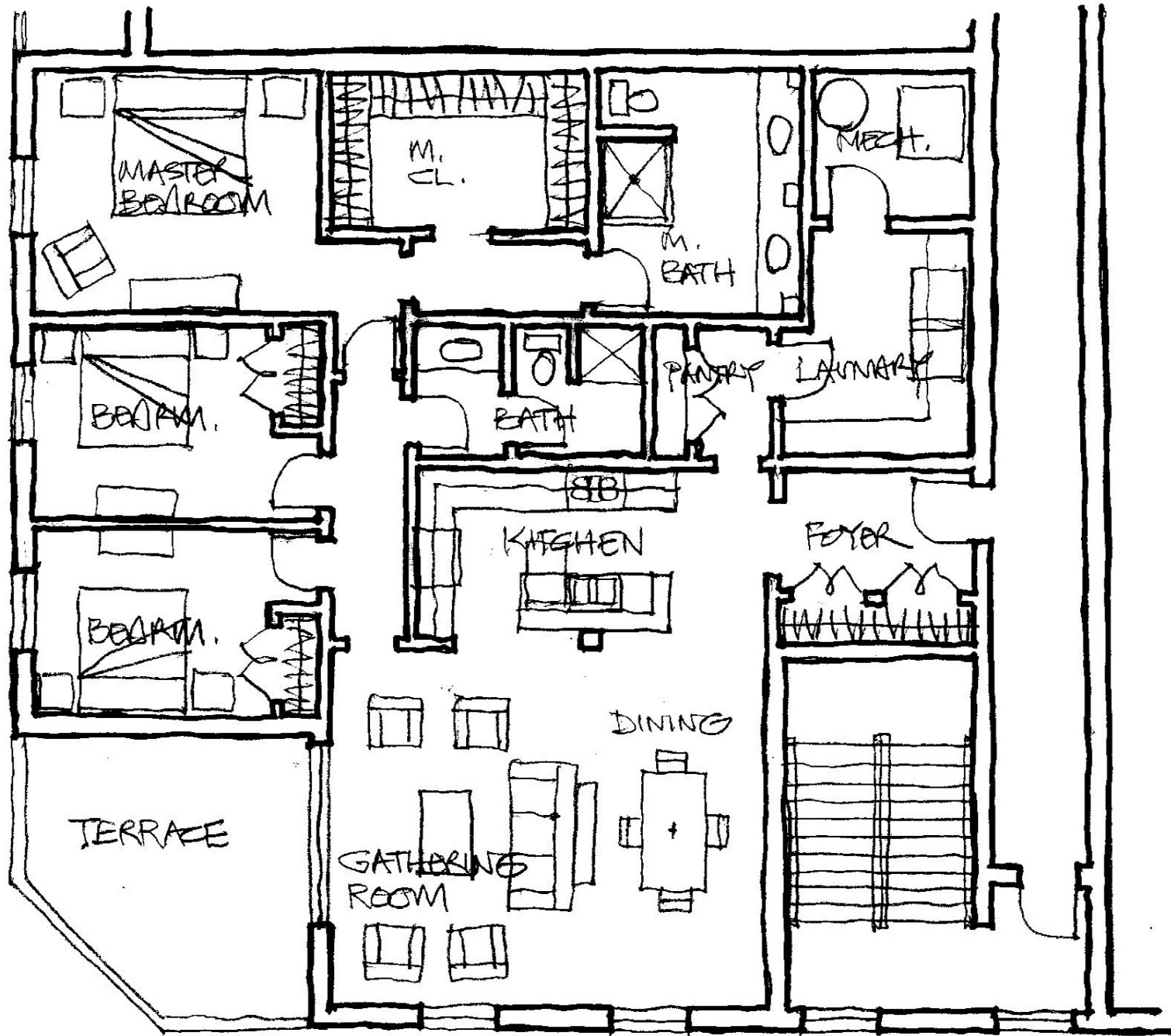
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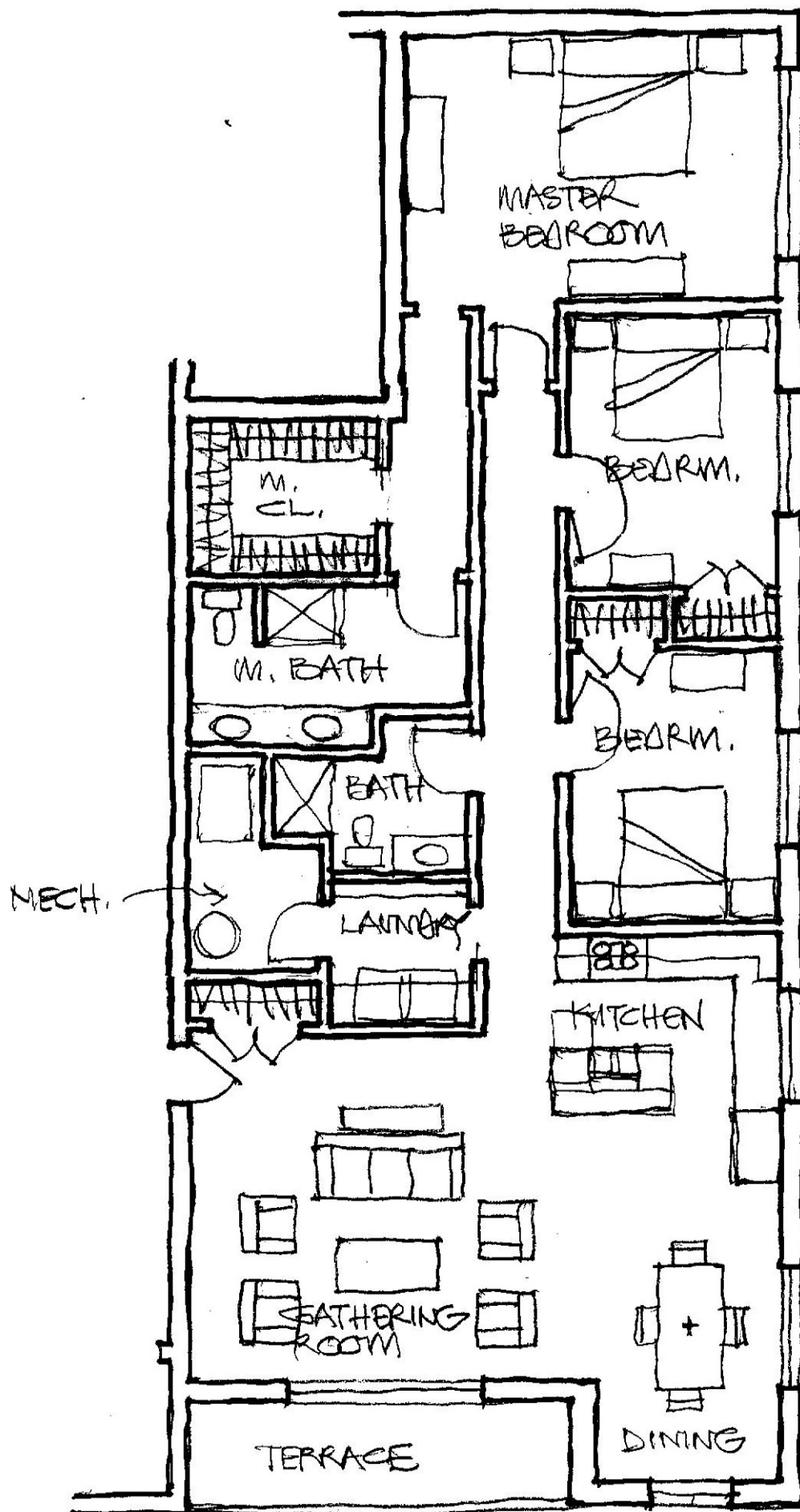
Appendix E: Condo Unit Layoauts



UNIT #1 PLAN (2,000 sq ft ±)
 $\frac{1}{8}" = 1'-0"$



UNIT #2 PLAN (2,000 $\pm$)
 $\frac{1}{8}" = 1'-0"$



UNIT #3 PLAN (2,000 ±)
 $\frac{1}{8}'' = 1'-0''$