

COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on **June 4, 2013** at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

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

AGENDA FOR SAID MEETING:

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the May 21, 2013 regular meeting of the Common Council.
4. Public Hearing to act on a rezoning request for Parcel WD-74 and part of WD-D0230 from I-3 (General Industrial District) to B-2 (General Business District). Petitioner: City of De Pere is scheduled for 7:35 p.m. or soon after.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Ordinance #13-12, Rezoning Certain Property (Parcel WD-74 and a portion of WD-D02030) is presented for consideration.
5. Public comment upon matters not on agenda or other announcements.
6. Presentation from Åmål, Sweden Sister City Delegation.
7. Presentation by Tom Wittig on the status of the Green Bay Metro Transit System.
8. Recommendation from the Plan Commission:
 - A. Review the Precise Implementation Plan (PIP) for Walgreens located at the northeast corner of Broadway and Wisconsin. Applicant: Midland Development.
 - B. Review the CSM for the site. Applicant: Midland Development.
 - C. Review the extraterritorial 4 lot CSM on Tezlaff Road in the Town of Rockland. Surveyor: Steve Zeitler.
 - D. Review a single lot and single outlot CSM on the northwest corner of Ashland Avenue and Glory Road. Surveyor: Steve Bieda.
 - E. Review the Affidavit for modifying the Green Area/Drainage Swale width on Trailside Estates. Surveyor: Steve Bieda.

9. Recommendation from the License Committee:
 - A. Renewal Applications submitted for “Class “B” Fermented Malt Beverage License, “Class B” Intoxicating Liquor Licenses, and “Class C” Wine Licenses for the Liquor Licenses for the licensing period July 1, 2013 to June 30, 2014.
 - B. Application for a Class “B” Beer & “Class B” Liquor License for the Vault, 127 N. Broadway.
 - C. Application for a Class “B” Fermented Malt Beverage License and “Class C” Wine License for Gyro Kabobs, 337 Main Avenue.
10. Resolution #13-64, Disallowance Of Claim (Michael Denis).
11. Resolution #13-65, Authorizing Agreement Regarding The Sale And Purchase Of Certain Property Located On Glory Road Between The City Of De Pere And Jake Ventures, LLC.
12. Resolution #13-66, Authorizing Contracts For Contractor Services (Concrete Grinding and Mudjacking).
13. Resolution #13-67, Authorizing Subscription Agreement With Government Outreach, Inc. For Public Outreach Software.
14. Resolution #13-68, Amending Section 5 Of The City Rules And Regulations Concerning Creating, Filling And Elimination Of Positions Within The City’s Table Of Organizations.
15. Resolution #13-69, Authorizing Developing Agreement Between The City Of De Pere And Green Bay Packaging, Inc.
16. Resolution #13-70, Authorizing Participation In Forming A Bay-Lake Regional Loan Fund.
17. Resolution #13-71, Authorizing Intergovernmental Agreement Between The City Of De Pere And Brown County Regarding Fencing At The De Pere Ice Arena.
18. Resolution #13-72, Authorizing Yoga In The Park Agreement.
19. Resolution #13-73, A Resolution Authorizing And Directing The Publication Of Notice Of The Adoption Of Initial Resolutions.
20. Resolution #13-74, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$1,725,000 General Obligation Bonds For Street Lighting, Street Improvements, And Street Improvement Funding.
21. Resolution #13-75, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$295,000 General Obligation Bonds For Parks And Public Grounds.
22. Resolution #13-76, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$2,835,000 General Obligation Bonds For Acquiring And Developing Sites For Industry

And Commerce As Will Expand The Municipal Tax Base.

23. Resolution #13-77, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$1,310,000 Taxable General Obligation Bonds For Providing Financial Assistance To Blight Elimination, Slum Clearance, Community Development, Redevelopment, And Urban Renewal Programs And Projects.
24. Resolution #13-78, An Initial Resolution Authorizing The Issuance Of Not To Exceed \$2,595,000 General Obligation Refunding Bonds.
25. Resolution #13-79, A Resolution Authorizing And Providing For The Issuance Of Not To Exceed \$8,760,000 General Obligation Bonds; Providing For The Notification And Sale Of Said Bonds; And Other Related Details.
26. Consider Community Service Grant Application.
27. Appointment to Teen Advisory Committee by Mayor Walsh.
28. Voucher approval.
29. Applications for Operator's Licenses.
30. Future agenda items.
31. Consideration of Resolution #13-80, Authorizing Master Commercial Electrical Inspector Agreement With Robert B. Gerbers.

PLEASE TAKE NOTICE, that pursuant to Section 19.85(1)(c), Wis. Stats., the Council may convene in closed session for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

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. Discussion of Fire Union Furlough Arbitration Decision.

PLEASE TAKE NOTICE, that pursuant to Section 19.85(1)(g), Wis. Stats., the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

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.

33. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, June 3, 2013 so that arrangements can be made.

AGENDA SENT TO:

MAYOR
ALDERPERSONS
DEPARTMENT HEADS
TV, NEWSPAPERS, & RADIO STATIONS
KRESS FAMILY LIBRARY
DE PERE CHAMBER OF COMMERCE
MIDLAND COMMERCIAL
AYMEE BALISON
BANK MUTUAL
BEILKE LLC
BELLA NOVA LLC
CAROL C SHIER
DEPERE LAW BUILDING LLC
FEDERAL NATIONAL MORTGAGE
GERALD/ELIZABETH KRYSHAK
GET REEL ENTERTAINMENT LLC
GILLESPIE PROPERTIES LLC
HARRY MACCO
HZ PROPERTIES LLC
J & J ENTERPRISES OF DE PERE LLP
JDA ENTERPRISES OF WISCONSIN LLC
JEROME SECOR REVOCABLE TRUST
KENNETH & SYLVIA BUTZ
KEVIN J & WENDY M KRYSHAK
KORDES LLC
MEDICAL ARTS COMPLEX CENTER SC
PALS RENTALS LLC
SAINT FRANCIS XAVIER
SEROOGY BROTHERS LLP
THE LEE BUILDING CORP
THOMAS A BARTEL
THOMAS ZOELLER
TIMOTHY V & LORI A KARL
WADE CONARD
DUANE TETZLAFF
MAU AND ASSOCIATES
MARK SODERLUND
MICHAEL DENIS
JAKE VENTURES, LLC
RAISE RITE CONCRETE LIFTING, INC.
BADGER CONCRETE LIFTING
ROBERT GERBERS
BROWN COUNTY FACILITY & PARK MANAGEMENT
DEFINITELY DE PERE
GREEN BAY PACKAGING, INC.
SPRINGSTED
ABBAY BARNES
GREEN BAY METRO
THE VAULT
GYRO KABOBS

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – May 21, 2013**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, May 21, 2013.

Mayor Mike Walsh called the meeting to order at 7:33 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Mike Donovan, Robert Heuvelmans, Larry Lueck, and Lisa Rafferty. Alderpersons Scott Crevier and Jim Kneiszel were excused. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Donovan moved, seconded by Alderperson Heuvelmans, to approve the minutes of the May 2, 2013 Special Meeting and May 7, 2013 Regular Meeting of the Common Council. Upon vote, the minutes were approved unanimously.

4. Public Comment or other Announcements. Jean Knitter, 100 N. Front Street, De Pere, addressed her concern for the lack of enforcement at the Riverwalk.

RECOMMENDATION FROM THE BOARD OF PUBLIC WORKS

5A. A recommendation from the Board of Public Works to approve a donation of Pedestrian Actuated Signs (2) from St. Norbert for installation on Third Street at the Baer Mall Crossing was presented. Alderperson Bauer moved, seconded by Alderperson Lueck to approve the recommendation. Upon vote, motion carried unanimously.

5B. A recommendation from the Board of Public Works to Award Project 13-05 Sidewalk, Curb, and Concrete Pavement Repair was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the donation. Upon roll call vote, motion carried unanimously.

RECOMMENDATION FROM THE PARK BOARD

6A. A recommendation from the Park Board to approve a donation from the family of Patricia Beck to be used for card activities was presented. Alderperson Rafferty moved, seconded by Alderperson Donovan to approve the donation. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE FINANCE/PERSONNEL COMMITTEE

7. A recommendation from the Finance/Personnel Committee to approve 2013-2014 insurance liability policy renewals was presented. Alderperson Lueck moved, seconded by Alderperson Rafferty to approve the renewal. Upon roll call vote, motion carried unanimously.

RECOMMENDATION FROM THE LICENSE COMMITTEE

8A. Application for a Class "B" Beer & "Class B" Liquor License for Replay Sports Bar, 1731 Fort Howard Avenue was presented. Alderperson Heuvelmans moved, seconded by Alderperson Bauer to approve the application. Upon vote, motion carried unanimously.

8B. Renewal Applications submitted for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage License, "Class B" Intoxicating Liquor Licenses, and Reserve Class "B" Beer and "Class B" Liquor Licenses for the licensing period July 1, 2013 to June 30, 2014 were presented. Alderperson Heuvelmans moved, seconded by Alderperson Bauer to approve the renewal applications. Upon vote, motion carried unanimously.

9. Presentation by Brown County on the status of the Environmental Impact Statement and overall projected timeline to complete the Southern Bridge Project was presented to the Council by Cole Runge of Brown County Planning Department.

10. Resolution 13-46 Revised, Making Recommendation To New Water (formerly GBMSD) Regarding Preferred Revised Sewer Rate Alternative was presented. Alderperson Bauer moved, seconded by Alderperson Boyd to approve the resolution. Discussion with City Engineer Eric Rakers followed. Upon vote, motion carried unanimously.

11. Resolution 13-55, Disallowance Of Claim (Jeff and Hanna Zepnick d/b/a Hanna's Nails & Spa) was presented. Alderperson Lueck moved, seconded by Alderperson Boyd, to disallow the claim. Alderperson Heuvelmans moved, seconded by Alderperson Donovan to open the meeting. Upon vote, motion carried unanimously. Jeff Zepnick, 227 East River Drive Apt. 6, explained his claim against the City. Alderperson Donovan moved, seconded by Alderperson Boyd to close the meeting. Upon vote, motion carried unanimously. Discussion followed. Upon vote, motion to disallow the claim carried 5-1 with Alderperson Heuvelmans voting nay.

12. Resolution 13-56, Authorizing Redevelopment Agreement Between The Redevelopment Authority Of The City Of De Pere, The City Of De Pere And 313 Main In De Pere, LLC was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the resolution. Upon roll call vote, motion carried unanimously.

13. Resolution 13-57, A Resolution Requesting Timely And Dependable State-Facilitated Data To Local Units Of Government was presented. Alderperson Boyd moved, seconded by Alderperson Donovan to approve the resolution. Upon vote, motion carried unanimously.

14. Resolution 13-58, Amending Government Access Channel Rules And Regulations By Establishing New Programming Policy And Operational Procedures For Government Access Station was presented. Alderperson Rafferty moved, seconded by Alderperson Boyd to approve the resolution. Upon vote, motion carried unanimously.

15. Resolution 13-59, Authorizing Brown County/Municipal Agreement (CTH PP from Viking Lane to STH 57) was presented. Alderperson Bauer moved, seconded by Alderperson Lueck to approve the resolution. Discussion followed. Upon roll call vote, motion carried unanimously.

16. Resolution 13-60, Authorizing Second Amendment To State/Municipal Agreement For US Highway 41 Improvement Project was presented. Alderperson Boyd moved, seconded by Alderperson Bauer to approve the resolution. Upon roll call vote, motion carried unanimously.

17. Resolution 13-61, Awarding Official City Newspaper Contract was presented. Alderperson Lueck moved, seconded by Alderperson Rafferty to approve the resolution. Upon vote, motion carried unanimously.

18. Resolution 13-62, Authorizing Objection With Reservation Of Right To File Claim In MasterCard/VISA Class Action Litigation was presented. Alderperson Rafferty moved, seconded by Alderperson Lueck to approve the resolution. Discussion followed. Upon vote, motion carried unanimously.

19. Resolution 13-63, Resolution Establishing Non-Lapsing Funds As Of December 31, 2012 was presented. Alderperson Bauer moved, seconded by Alderperson Boyd to approve the resolution. Upon roll call vote, motion carried unanimously.

20. The vouchers were presented. Alderperson Donovan moved, seconded by Alderperson Rafferty to approve the vouchers. Upon vote, motion carried unanimously.

14. Applications for Operator's Licenses were presented.

CITY OF DE PERE - May 21, 2013

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses for the 2012-2014 Licensing Period					
1	LOTZ, JEFFREY M.	1895 PARIS LANE	DE PERE	WI	54115
Temporary Operator Licenses for the 2012-2014 Licensing Period					
1	LUND, RICHARD R.	173 SHELLEY LANE	DE PERE	WI	54115
2	PEETERS, CHRISTINA S.	326 BRYAN STREET	GREEN BAY	WI	54301
3	RICHARDSON, STACI M.	1448 HONOR WAY	DE PERE WI	WI	54115
4	VAN LANEN, MELISSA S.	1296 CROWN COURT #14	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					
1	BROWN, KENT S.	2171 DOROTHY LANE	GREEN BAY	WI	54304
2	CROWE, MACKENZIE L.	1015 TRAILWOOD DRIVE	DE PERE	WI	54115
3	DE GREEF, JEFFREY J.	2285 SUNNY LANE	SUAMICO	WI	54313
4	DENAMUR, RACHEL L.	1237 SUNNYCREEK DRIVE	GREEN BAY	WI	54313
5	JANUS, MICHELLE L.	2239 CATHEDRAL FOREST DRIVE	SUAMICO	WI	54313
6	LAMBERT, BOBBIE M.	1334 SCHEURING ROAD, APT. 2	DE PERE	WI	54115
7	PAUDEL, DHARANI D.	1305 LUCERNE DRIVE	MENASHA	WI	54952
8	RYBICKI, LANI M.	1565 FOELLER DRIVE	GREEN BAY	WI	54302

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Boyd to approve Temporary Operator License Applications #1-4. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License Applications #1-6 and 8 and to table Operator License Application #7. Upon vote, motion carried unanimously.

15. Future Agenda Items. Alderperson Heuvelmans requested that the City revisit sex offender residency rules/restrictions.

Alderperson Bauer moved, seconded by Alderperson Donovan to adjourn. Upon vote, motion carried unanimously. The Common Council adjourned at 8:53 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

ORDINANCE #13-12

REZONING CERTAIN PROPERTY
(PARCEL WD-74 and a portion of WD-D02030)

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 4th day of June, 2013 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 property described in Exhibit A and incorporated by reference be and the same are hereby rezoned from their present zoning classification of I-3, General Industrial District to B-2, General Business District as set forth in and regulated by the provisions of §14-44 of the De Pere Zoning Code, conditioned upon compliance with the recommendations of the Plan Commission and compliance with the provisions of Chapter 14, De Pere Municipal Code.

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

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 4th day of June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

EXHIBIT A

Part of Parcel A, Volume 2, Certified Survey Maps, page 149, Document Number 641176, Brown County Records, and part of Lot 102 of the recorded "Assessor's Subdivision of West De Pere", all being in part of Private Claim 27, West Side of the Fox River, in the City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor's Monument #N9.1; thence S63°15'58"E, 2144.91 feet along a line between said monument and Brown County Surveyor's Monument #P11.1; thence N26°43'54"E, 54.94 feet to the Northerly right of way of Glory Road, and the point of beginning; thence continuing N26°43'54"E, 238.80 feet; thence N63°33'18"E, 128.49 feet; thence S76°36'21"E, 57.61 feet; thence S26°15'29"E, 30.72 feet; thence S63°40'12"E, 52.46 feet; thence S26°19'37"W, 165.76 feet; thence S45°25'37"E, 8.44 feet; thence S41°15'52"W, 100.00 feet; thence S52°58'19"E, 77.05 feet to the Westerly right of way of the Frontage Street to State Trunk Highway "32", also known as North Ashland Avenue; thence 79.35 feet along said right of way being the arc of a 1302.39 foot radius curve to the right whose long chord bears S47°39'03"W, 79.34 feet; thence N44°29'36"W, 50.32 feet along said Northerly right of way of Glory Road; thence N63°15'46"W, 194.00 feet along said Northerly right of way to the point of beginning.

Parcel contains 71,403 square feet / 1.64 acres, more or less.

Publish: May 16 and May 23, 2013 in the De Pere Journal (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, June 4, 2013** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the rezone request for the following property:

Rezone of Parcel WD-74 and part of WD-D0230 from I-3 (General Industrial District) to B-2 (General Business District). Petitioner: City of De Pere. The legal area is described as follows:

Part of Parcel A, Volume 2, Certified Survey Maps, page 149, Document Number 641176, Brown County Records, and part of Lot 102 of the recorded "Assessor's Subdivision of West DePere", all being in part of Private Claim 27, West Side of the Fox River, in the City of DePere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Brown County Surveyor's Monument #N9.1; thence S63°15'58"E, 2144.91 feet along a line between said monument and Brown County Surveyor's Monument #P11.1; thence N26°43'54"E, 54.94 feet to the Northerly right of way of Glory Road, and the point of beginning; thence continuing N26°43'54"E, 238.80 feet; thence N63°33'18"E, 128.49 feet; thence S76°36'21"E, 57.61 feet; thence S26°15'29"E, 30.72 feet; thence S63°40'12"E, 52.46 feet; thence S26°19'37"W, 165.76 feet; thence S45°25'37"E, 8.44 feet; thence S41°15'52"W, 100.00 feet; thence S52°58'19"E, 77.05 feet to the Westerly right of way of the Frontage Street to State Trunk Highway "32", also known as North Ashland Avenue; thence 79.35 feet along said right of way being the arc of a 1302.39 foot radius curve to the right whose long chord bears S47°39'03"W, 79.34 feet; thence N44°29'36"W, 50.32 feet along said Northerly right of way of Glory Road; thence N63°15'46"W, 194.00 feet along said Northerly right of way to the point of beginning. Parcel contains 71,403 square feet / 1.64 acres, more or less.

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

Dated this 16th day of May, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #7: Review the Rezoning Request for Parcel WD-74, and a portion of parcel WD-D0230 from General Industrial District (I-3) to General Business District (B-2). Applicant City of De Pere.*

Description: The City of De Pere has an accepted offer to purchase for the property (see attached map) which is all of WD-74, and a portion of WD-D0230. As part of the offer to purchase, the City was requested to rezone the property from I-3 to B-2.

Location: Northwest corner of Ashland and Glory Road (710 Glory Road).

Zoning

Existing Zoning: The I-3 General Industrial District is designed to accommodate heavily industrial activities.

Proposed Zoning: The B-2 General Business District is a general business zone for retail activity, and is created to provide accessibility and convenience for residents, and visitors of the City of De Pere.

Adjacent Zoning: I-3 to the west, and North, B-2 to the south, Ashland, and railroad to the east.

Land Use

Current use: Vacant.

Use of Adjacent Property: Uses are consistent with the zoning.

Suitability to Existing Zoning: The existing area is in transition. With the new intersection, there has been more interest in commercial activities.

Suitability to Proposed Zoning: The requested use would be compatible with the zoning to the south. The potential uses for the site could also be compatible with I-3 zoning.

Effects of Proposed Rezoning

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

Recommendation:

Based on staff review, we would recommend the following:

1. That the rezoning be approved, and forwarded to Council for the required public hearing.



MEMORANDUM

CITY OF DE PERE

TO: Members of the Common Council

FROM: Ken Pabich, Director of Planning & Economic Development

RE: Recommendation from the Plan Commission

DATE: June 4, 2013

The Plan Commission recommends approval of the following items from the May 28, 2013 meeting:

- A. Review the Precise Implementation Plan (PIP) for Walgreens located at the northeast corner of Broadway and Wisconsin.

Given the level of detail involved in the PIP review, I have attached that Plan Commission staff memo for reference. The staff memo included the original requirements from the General Development Plan, and then provides an update in bold for the PIP. In essence, the PIP can be approved; however there are items that need to be addressed before permits would be issued.

- B. Review the CSM for the Walgreens site.
- C. Review the extraterritorial 4 lot CSM on Tezlaff Road in the Town of Rockland.
- D. Review a single lot and single outlot CSM on the northwest corner of Ashland Avenue and Glory Road.
- E. Review the Affidavit for modifying the Green Area/Drainage Swale width on Trailside Estates.

Item #4a: Review a Precise Implementation Plan (PIP) For Walgreens Located At The Northeast Corner of Broadway And Wisconsin. Applicant: Midland Development.

Overview	
The site would be re-developed for the future location of Walgreens. The existing buildings would be removed. The new building would be 16,360 square feet.	
Public Works	
Does the project meet the City's Stormwater regulations?	☒ Yes ☐ No ☐ NA
Sewer properly connected?	☒ Yes ☐ No ☐ NA
Water properly connected?	☒ Yes ☐ No ☐ NA
Access properly designed (driveway and sidewalks)?	☒ Yes ☐ No ☐ NA
Are there any issues with easements or right-of-ways?	☒ Yes ☐ No ☐ NA
Are there other items that need to be addressed?	☒ Yes ☐ No ☐ NA
Sanitary Sewer:	
1. GBMSD approval required for their facility relocation. This still needs to be approved. 2. Provide a 30 foot easement for the City sanitary sewer being relocated in alley. Based on follow-up correspondence, this does not appear to be an issue. This comment will be eliminated once updated plans are received. Completed. 3. The sewer relocation is to be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer. Based on follow-up correspondence, the engineer will be Tony Zanon from Jahnke and Jahnke. This comment still applies. The plans as received will need to be updated for the City to bid. Specific comments for this have been marked on the plans. 4. The sewer to the south is to be bulkheaded and abandoned with sand slurry. Completed. 5. Provide the location and size of the proposed sanitary lateral. Completed. 6. If contamination is found on the site, neoprene gaskets may be required on the sanitary sewer. Now that we know the site has contamination, gasket requirements should be approved by the Wisconsin Department of Natural Resources as part of the sanitary sewer extension submittal. 7. Conflicts with other utilities will need to be addressed. It appears that the conversation has been started. Continued coordination is required. 8. The existing light pole at the proposed manhole on Broadway may need to be relocated to the north. Provide a lighting plan. 9. Relocate the new light pole on the southeast corner of the site that is located near the sanitary sewer. Provide a lighting plan. 10. GBMSD is requesting consideration into lowering the building footing to an elevation of 601 near their sanitary sewer. This item still needs to be addressed.	
Water Main:	
1. The hydrant and lead will need to be relaid due to sewer construction. This work is to be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer. Completed. 2. All water services that are abandoned will need to be closed at the corporation at the water main. Completed. 3. Provide the location and size of the proposed water service. Completed.	

Storm Sewer/Storm Water Management

1. A 42" diameter storm sewer relocation is required. The sewer relocation is to be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer. The City may request that the sewer be upsized to a 48" diameter pipe. This will be determined during the design of the relocation. The City will pay the additional cost to upsize the storm sewer. **The pipe will remain as a 42" diameter.**
2. The soils report recommends significant undercutting of the soils for support under the 42" pipe (undercut 2 times the diameter) and a 3 foot over excavation on each side of the pipe. Based on this, a greater spacing is required between the outside edge of the pipe and the sheeting. Closure of northbound Broadway is anticipated. **The developer has indicated that they are going to perform additional soil borings. Any recommendations to address the poor soils need to be approved by a geotechnical engineer. Additionally, provide bedding recommendations from the geotechnical engineer. This comment also applies to the sanitary sewer.**
3. The smaller diameter storm sewer located near the north property will become the property of the developer. The storm sewer from the manhole behind 125 S. Broadway to Wisconsin Street will remain the City's sewer. A 30 foot easement will be required over this sewer. **As noted above, the storm sewer from the manhole behind 125 S. Broadway to Wisconsin Street will remain a City sewer. A 30 foot easement is required over this sewer.**
4. The total suspended solids (TSS) reduction from the site is to be designed for 40% removal from parking lot and roads to meet WDNR requirements.
 - a. **Revise the post construction drainage basins. The sidewalk on the south drains to City right-of-way and not the underground tank.**
 - b. **There is not enough information provided on WinSLAMM. The output sheets states the site as "Cemetery with no drainage system. The file should show the waste load generation based on roof, parking lot, green space, etc, with an area for each.**
 - c. **Provide details/documentation that the structure has adequate detention times for settling solids.**
5. The post development peak flow cannot be greater than the pre-redevelopment peak flow of the site as it exists today. **Completed.**
6. A maintenance agreement for the storm water management facility is required prior to the City issuing an occupancy permit. This agreement is to be submitted for review and approval to the City. Once the City approves the agreement, the property owner is to record the agreement with the County and provide the City with a copy of the recorded agreement. **Update the maintenance log to provide information that the owner needs to check sediment depth from the surface annually. Depth of sediment is to be documented. Provide the elevation at which the tank needs to be cleaned. Add a note that the sediment is to be properly disposed of per Wisconsin Department of Natural Resources (WDNR) requirements.**
7. Provide the location and size of the proposed storm sewer lateral. **Completed.**
8. Place a circular casting and cover on the storm manhole located in the curb line. **Completed.**

Driveways and Sidewalk:

1. All aprons are to be concrete. A minimum of an 8" concrete apron in the right-of-way and 8" thick sidewalk at the driveway is recommended. **Completed.**
2. Decorative sidewalk in the right-of-way is to be replaced in-kind. **Clarify this on the plans.**
3. Concrete panel replacement in the streets is to be done to an existing joint. All joints are to be doweled. Concrete and the base aggregate are to match the existing depths. **Show the anticipated limits.**

Other/Traffic/Vehicle Access:

1. Provide information on the truck size to be accessing the site. **Completed.**
2. Provide documentation/drawings showing the truck turning movements for the truck access to the loading dock. **Completed.**
3. Address the overhead sign support conflict with the driveway off of Broadway. **Based on truck turning movements, there may be a conflict with the sign support. If there is a conflict, the owner will be required to move the overhead sign.**
4. Coordinate utility relocations (gas, electric, telephone, etc.). **This appears to have started. Continue coordination.**
5. Light pole relocation/replacement will be required. **Provide a light plan.**
6. Clarify how the drive-thru window will operate on the north side of the building with traffic being directed westbound in the eastbound lane when utilizing the window. Is there going to be any signage or pavement marking to clarify this? **Completed.**
7. Add the street address to the plans. **Add the street address to all plan sheets.**
8. Add the soil boring locations to the plans. **Add the soil borings to the plans.**
9. **Final modifications to the curb at the roundabout will need to be approved by the City.**
10. **Verify that height of the arch in the driveway off of Broadway for clearance with semi-trucks.**

Forestry & Parks	
Does the project meet the City Landscaping Regulations?	☒ Yes ☐ No ☐ NA
Required Actions: 1. All planting, mulching, and staking should be in accordance with WDNR recommendations, and current proper practices. There are guidelines included on the Landscape Plan, but they should be altered to meet the proper guidelines set by the WDNR. 2. All plant material, and beds should have a follow-up schedule for maintenance, and replacement. It is essential that this schedule be established to ensure that the plants are maintained for health, and any compromised plants are to be replaced in a timely manner. 3. A preservation, and protection plan for existing vegetation, and trees, including City owned trees, and shrubs, should be included in the plans when applicable.	
Fire	
Does the project meet City Fire Codes?	☒ Yes ☐ No ☐ NA
Required Actions: 1. Provide complete detailed plans for review, prior to start of construction. Provide details of use for all areas of structure. 2. Provide details of storage quantities of flammable liquids within this structure. Provide floor plan layout for fixture placement within the space subject to review, and approval by City staff. 3. Separation of hazards/uses may be required. 4. Provide details defining the means of egress, including travel distances, dead-ends, arrangement, and paths. 5. Provide exit/emergency lighting throughout the means of egress. 6. "No smoking" signage, and floor loading signage may be required 7. Provide fire extinguishers at maximum 75' travel distances from any point. Locate extinguishers towards the exits, when possible. 8. Provide sprinkler system drawings for approval prior to installation of this system. System shall comply with NFPA requirements. Fire department connection is not indicated. 9. Provide fire alarm system drawings for approval to City staff prior to installation. 10. Install key box for fire department access.	
Planning & Building Inspection	
Does the project meet the design regulations (exterior building elevations/materials)?	☒ Yes ☐ No ☐ NA
Does the project meet the City setback requirements?	☒ Yes ☐ No ☐ NA
Does the project meet the City parking requirements?	☒ Yes ☐ No ☐ NA
Does the project meet the City lighting requirements?	☒ Yes ☐ No ☐ NA
Is the refuse properly sited and screened?	☒ Yes ☐ No ☐ NA
Will the signage meet City code?	☒ Yes ☐ No ☐ NA
Are there other items that need to be addressed?	Yes ☒ No ☐ NA
Required Actions: 1. Site layout items to be addressed for the Precise Implementation Plan (PIP): a. CSM will be need to be completed the project. Completed. b. Easement will be required to allow City vehicle to plow City lot areas, and also to assess City storm sewer. Completed. 2. Lighting: a. Lighting contour map is required for the PIP. Provide a light plan. b. Walgreens should match the lighting in the parking lot to the rest of "Mission Square". Provide a light plan. 3. Signage: The monument sign needs to be moved away from the ROW and it should be marked on the plans that the sign face is a matching brick.	

Recommendation:

Staff would recommend the following:

1. Approve the Precise Implementation Plan and forward to Common Council.

Walgreens

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

Precise Implementation Plan

5/28/13

DEVELOPER
MIDLAND COMMERCIAL, INC.
W298N745 WESTMIDLAND DR.
WAUKESHA, WISCONSIN 53180
262.540.7600
262.540.1714 Fax

TENANT
WALGREEN COMPANY
700 WILMOT ROAD
DEERFIELD, ILLINOIS 60015
847.315.7500
847.315.4900 Fax

ARCHITECT
THE ALBION GROUP, INC.
1243 NORTH 10th STREET
SUITE 100
MILWAUKEE, WISCONSIN 53205
414.323.3230
414.323.3240 Fax

[illegible]

A map of the De Pott area, showing the location of the De Pott station. The station is marked with a red dot and labeled 'De Pott'. The map includes a large blue area representing a body of water (likely the Scheldt river) to the left, and a network of yellow lines representing roads or railways. The station is situated near the intersection of these lines.



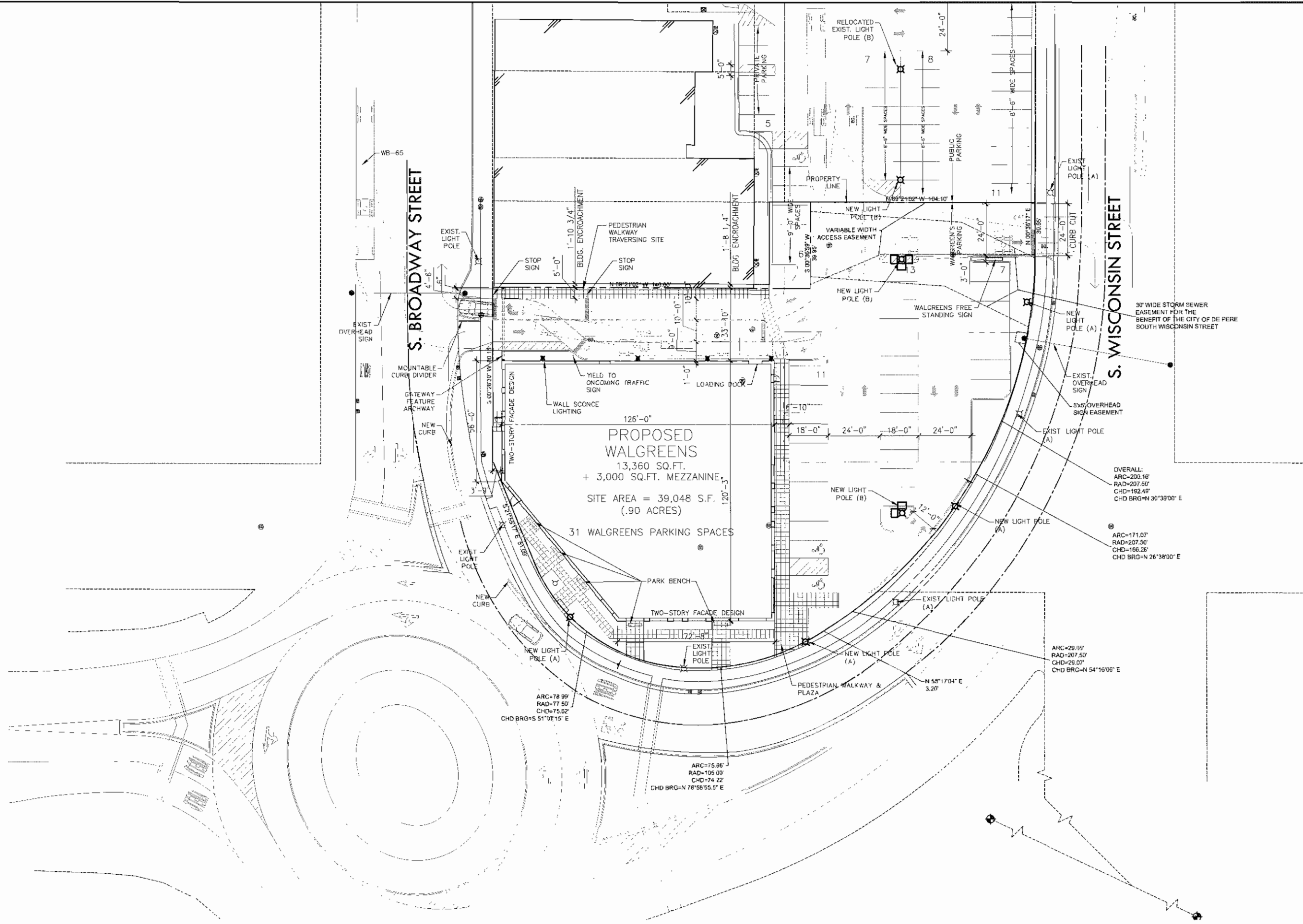
THE ALBION GROUP
ARCHITECTS
1243 North 10th Street
Suite 100
Milwaukee, WI 53205
414.223.3330 p.
414.223.3340 f.
www.albionarch.com

[illegible]

WALGREENS
5. BROADWAY ST. & S. INDIANAPOLIS, IN
46204-5000

CARD NO.

G-010



1 SITE PLAN
1" = 20'-0"

0 10 20 40

NORTH

GENERAL PROJECT DATA & SITE PLAN

CADD: PLOT
DRAWN BY: C. MARGIACCO
REVIEWED: [blank]
PROJECT NO: 1253.00

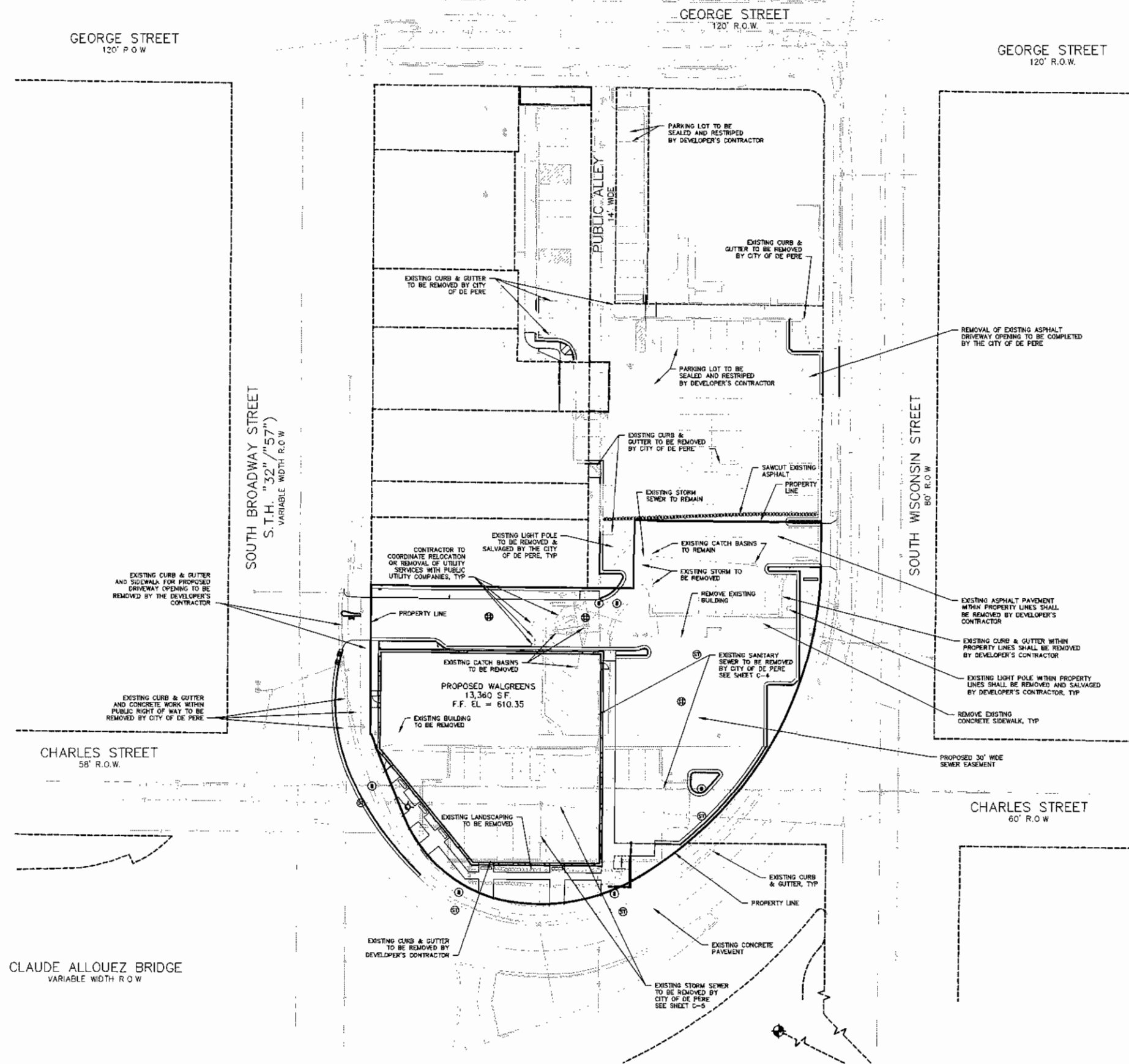
STORE NUMBER: 15637
WALGREENS
5 BROADWAY ST & S. WISCONSIN ST
DE PERE, WI

REVISIONS

NO	DATE	BY	DESCRIPTION
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2	03/06/13	PWA	REVISED SUBMITTAL
3	02/15/13	PWA	REVISED SUBMITTAL
4	01/30/13	PWA	REVISED SUBMITTAL
5	01/08/13	PWA	ALTERNATE SITE PLAN
6	12/04/12	CEM	SITE REVISION SUBMITTAL

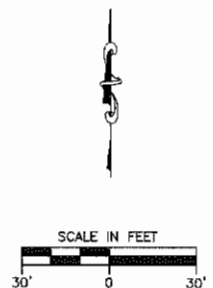
THE ALBION ARCHITECTS
1243 North 10th Street
Suite 100
Milwaukee, WI 53205
414.223.3330 P.
414.223.3340 F.
www.albionarch.com

C-100a



NOTES:

- 1.) ALL EXISTING CURB & GUTTER, SIDEWALK, LIGHT POLES AND CONCRETE REMOVAL WITHIN PUBLIC RIGHT OF WAY OR OUTSIDE OF THE WALGREEN'S PROPERTY LINES SHALL BE COMPLETED BY THE CITY OF DE PERE.
- 2.) ALL WORK WITHIN THE WALGREEN'S PROPERTY LINES IS THE DIRECT RESPONSIBILITY OF THE DEVELOPER'S CONTRACTOR.
- 3.) EROSION CONTROL DEVICES SHALL BE IN PLACE PRIOR TO ANY LAND DISTURBANCE ACTIVITIES.
- 4.) CONTRACTOR SHALL COORDINATE ALL UTILITY WORK WITH APPROPRIATE PUBLIC UTILITY COMPANIES.



REVISION NO.	DESCRIPTION	DATE	BY	DESIGNED BY	DATE
				RCM	05/13/13
				RCM	05/13/13
				SAO	05/13/13
				CADFILE	
				XREF	
				LMAN	

DEMOLITION PLAN SOUTH WISCONSIN STREET & SOUTH BROADWAY STREET WALGREENS DE PERE, WISCONSIN

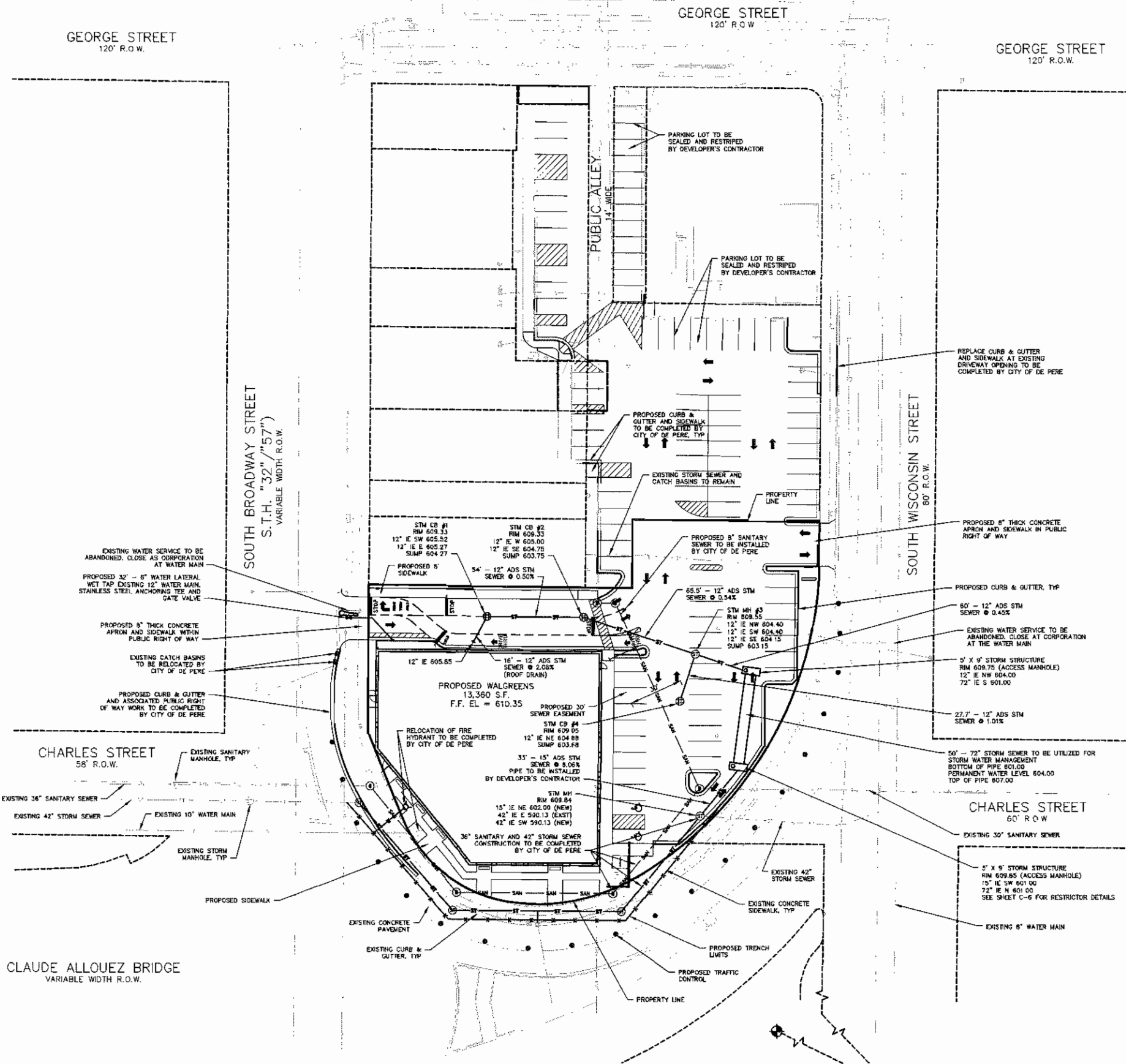
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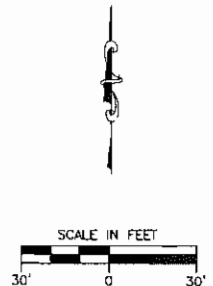


KEY PROJECT NUMBER	2303019
PROJECT SCALE	1" = 30'
SHEET NUMBER	C-1

Key 11-2005 - 1-1000 - C-1000000000 - 30' North Arrow - 1-1000



- NOTES:
- 1.) ALL WORK WITHIN PUBLIC RIGHT OF WAY OR OUTSIDE OF THE WALGREEN'S PROPERTY LINES SHALL BE COMPLETED BY THE CITY OF DE PERE.
 - 2.) ALL WORK WITHIN THE WALGREEN'S PROPERTY LINES IS THE DIRECT RESPONSIBILITY OF THE DEVELOPER'S CONTRACTOR.
 - 3.) EROSION CONTROL DEVICES SHALL BE IN PLACE PRIOR TO ANY LAND DISTURBANCE ACTIVITIES.
 - 4.) CONTRACTOR SHALL COORDINATE ALL UTILITY WORK WITH APPROPRIATE PUBLIC UTILITY COMPANIES.
 - 5.) CONTRACTOR SHALL VERIFY ALL ELEVATIONS IN FIELD PRIOR TO CONSTRUCTION.



REVISION NO.	DESCRIPTION	DATE	BY	DESIGNED BY	DATE
				RCM	05/13/13
				DRAWN BY	DATE
				RCM	05/13/13
				APPROVED BY	DATE
				SAO	05/13/13
				CADFILE	
				XREF	
				LMAN	

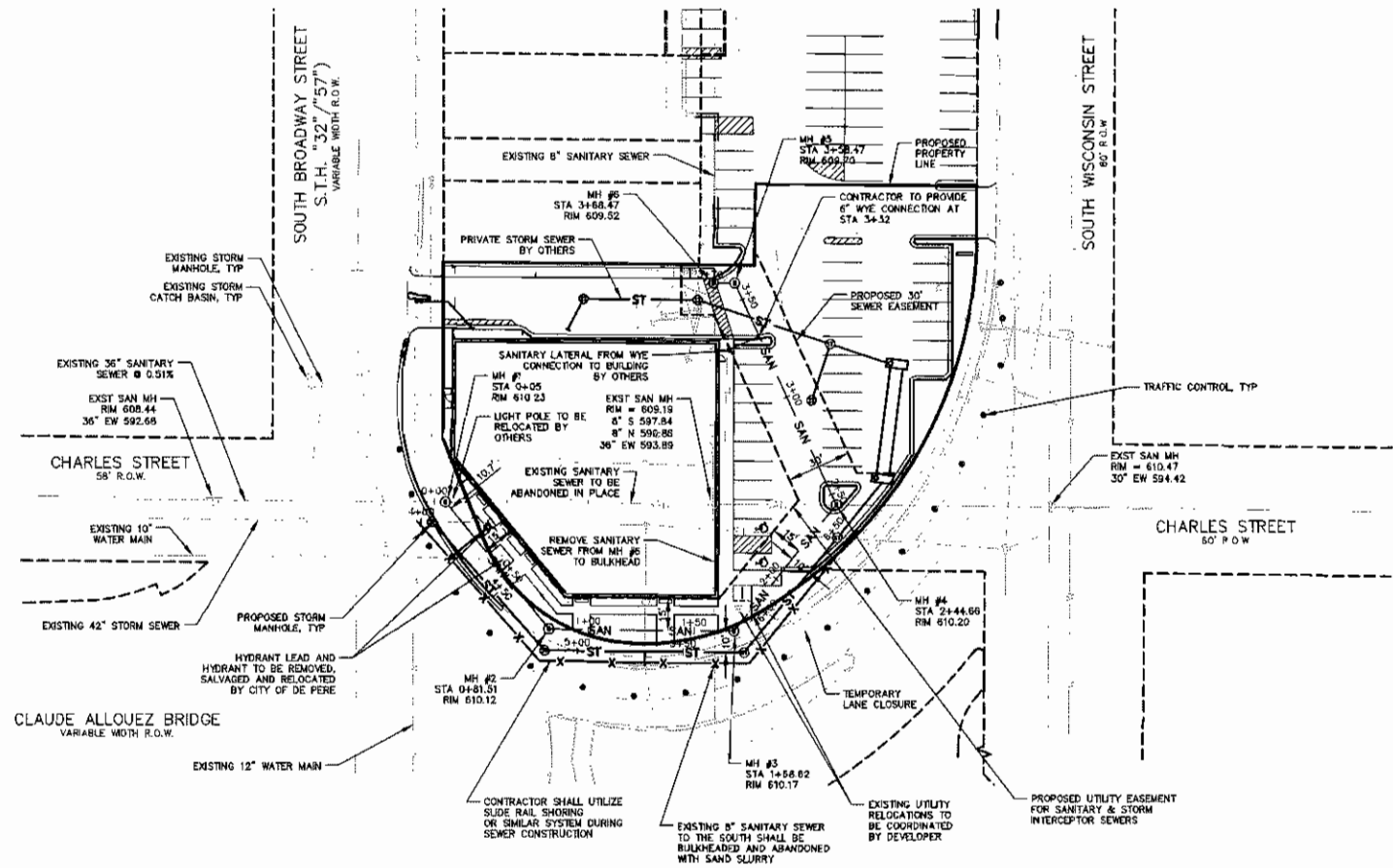
PAVING AND UTILITY PLAN
SOUTH WISCONSIN STREET & SOUTH BROADWAY STREET
WALGREENS
DE PERE, WISCONSIN

"THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO."

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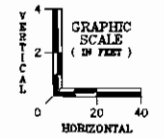
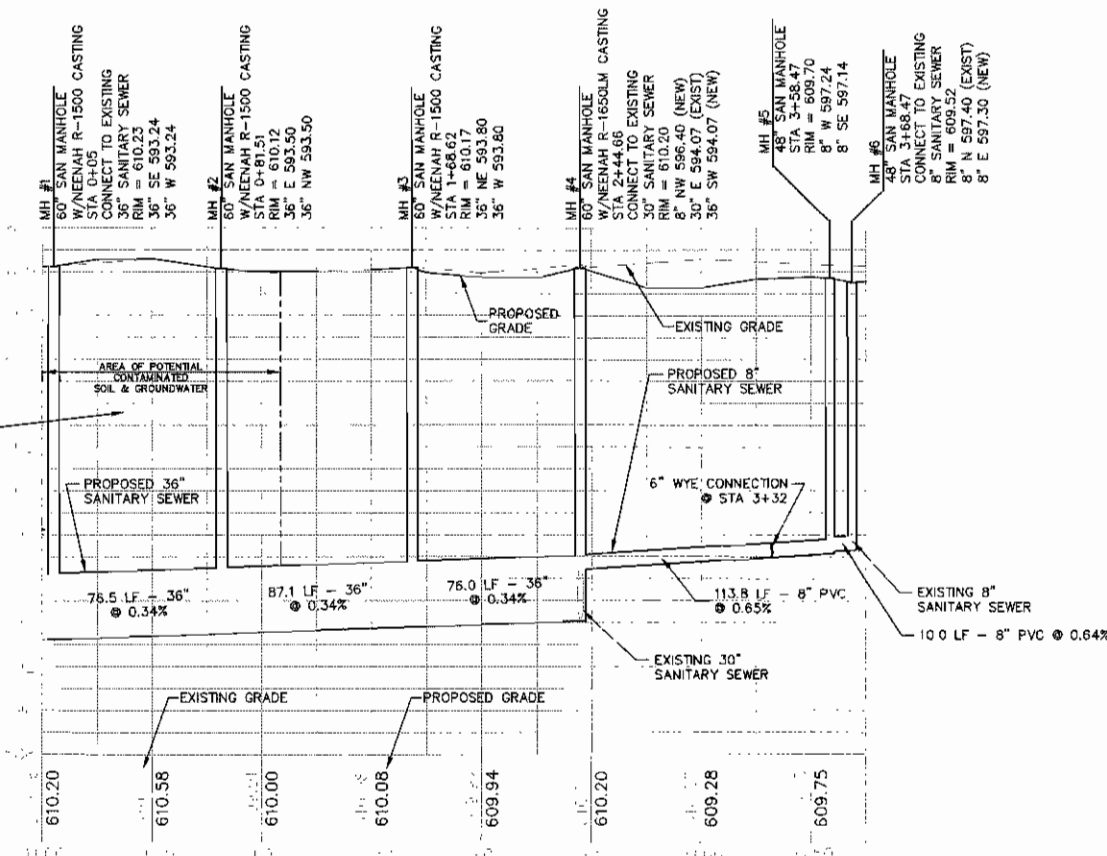
KEY PROJECT NUMBER	2303019
PROJECT SCALE	1" = 30'
SHEET NUMBER	C-3



NOTES:

- 1.) ALL SEWER AND WATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION, WISCONSIN ADMINISTRATIVE CODE, GREEN BAY METROPOLITAN SEWERAGE DISTRICT AND CITY OF DE PERE SPECIFICATIONS.
- 2.) PROPOSED 36" SANITARY SEWER PIPE MATERIAL SHALL BE PVC LINED RCP, SOLID WALL PVC OR HOBAS.
- 3.) ALL EROSION CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF CONSTRUCTION.
- 4.) IT IS ANTICIPATED THAT TRENCH DEWATERING WILL BE REQUIRED DURING CONSTRUCTION.
- 5.) THERE IS SOME SOIL AND GROUNDWATER CONTAMINATION LOCATED WITHIN THE WORKING LIMITS OF THE SEWER CONSTRUCTION. THE CONTRACTOR WILL WORK WITH KEY ENGINEERING GROUP, LTD. FOR PROPER DISPOSAL OF THE CONTAMINATED MATERIAL.
- 6.) ALL ABANDONED SEWERS SHALL BE BULKHEADED AND ABANDONED WITH SAND SLURRY.
- 7.) NEOPRENE GASKETS MAY BE REQUIRED FOR THE SEWERS IN THE CONTAMINATED AREAS.
- 8.) MANHOLES #1 - #4 SHALL BE ROTATED WHEN INSTALLED SO MANHOLE COVERS WILL NOT BE IN GUTTER LINE.
- 9.) PIPE BEDDING SHALL BE SUFFICIENT FOR PIPE SUPPORT AS DICTATED BY SOIL CONDITIONS. AT A MINIMUM, CLASS "B" BEDDING IS REQUIRED.
- 10.) MANHOLES SHALL BE PRECAST, 60-INCH DIAMETER AT BOTTOM 6 FEET AND THEN REDUCED TO 48-INCH, IF DESIRED, WITH ECCENTRIC CONES AT THE TOP. NO MORE THAN TWO RUBBER ADJUSTING RINGS SHALL BE USED ON EACH MANHOLE.
- 11.) NO STEPS ARE TO BE INCLUDED IN GBMSD MANHOLES.
- 12.) THE EXTERIOR SURFACES OF THE GBMSD PRECAST MANHOLES SHALL BE COATED WITH MOISTURE CURED URETHANE WASSER MC TAR OR EQUAL IN TWO COATS AT 5 TO 7 MILS PER COAT, TOTAL 10-14 MILS.
- 13.) THE UTILITY CONTRACTOR WILL BE RESPONSIBLE FOR ALL WORK ASSOCIATED WITH THE RELOCATION OF THE SANITARY SEWER AND THEIR CONNECTIONS. CONTRACTOR SHALL BE REQUIRED TO BRING TRENCH BACKFILL UP TO EXISTING GRADE.
- 14.) CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLAN TO CITY OF DE PERE FOR APPROVAL PRIOR TO START OF CONSTRUCTION.
- 15.) ONE LANE OF TRAFFIC MUST REMAIN OPEN AT ALL TIMES IN EACH DIRECTION UNLESS AUTHORIZED BY THE CITY OF DE PERE.
- 16.) THE HYDRANT LEAD AND HYDRANT IDENTIFIED FOR SALVAGE WILL BE RELOCATED BY THE CITY OF DE PERE.
- 17.) ALL WORK ASSOCIATED WITH THE DEVELOPMENT SUCH AS STORM SEWER REMOVAL AND SEWER AND WATER LATERAL INSTALLATIONS WILL BE HANDLED BY THE DEVELOPER'S UTILITY CONTRACTOR.
- 18.) ALL RESTORATION IN THE PUBLIC RIGHT OF WAY WILL BE HANDLED BY THE CITY OF DE PERE.
- 19.) ALL LANDSCAPE PLANTINGS WITHIN 30 FOOT SEWER EASEMENT AREA SHOULD NOT INCLUDE LARGE GROWTH TYPE TREES, SOIL BERMS, FENCES, ETC.

CONTRACTOR SHALL PROVIDE PETROLEUM RESISTANT MEMBRANE WITHIN AREA OF CONTAMINATED SOIL & GROUNDWATER FOR THE WIDTH OF THE TRENCH FROM 2 FEET ABOVE TOP OF 36" PIPE TO 2 FEET ABOVE GROUND WATER LEVEL (ASSUMED TO BE 8 FEET BELOW EXISTING GRADE) MEMBRANE SHALL BE PLACED UP THE SIDES OF THE TRENCH WALL. WEST SIDE OF MEMBRANE SHALL BE PLACED 3 FEET WEST OF OUTSIDE WALL OF MANHOLE #1.



REVISION NO.	DESCRIPTION	DATE	BY	DESIGNED BY	DATE
				RCM	05/13/13
				RCM	05/13/13
				SAO	05/13/13
				CAO/FILE	
				NREF	
				LMAN	

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

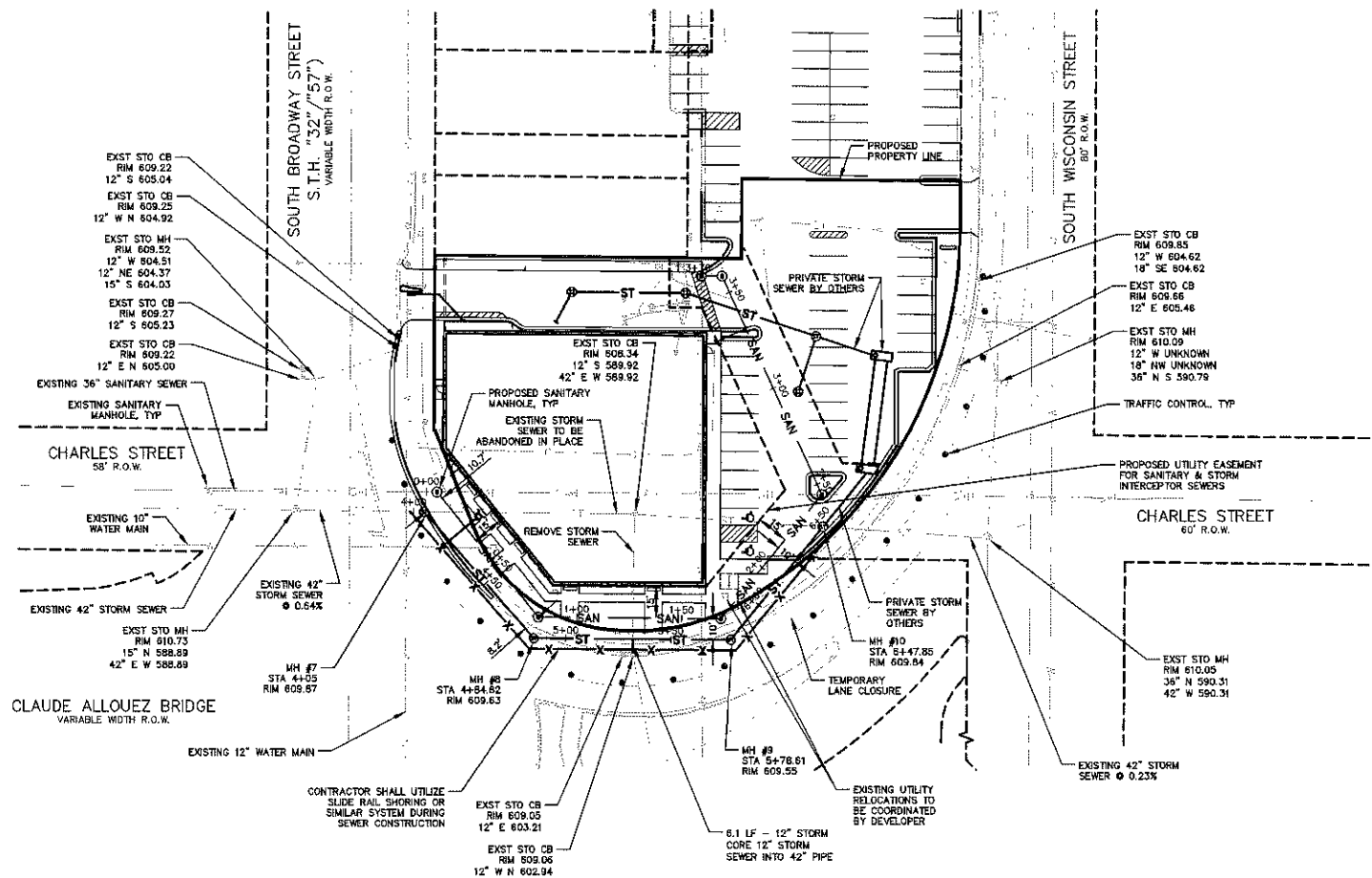
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KEY
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733 NORTH WATER STREET, SUITE 510
MILWAUKEE, WI 53202
414.224.8300 (tel) - 414.224.8393 (fax)

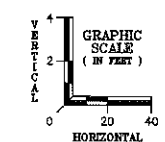
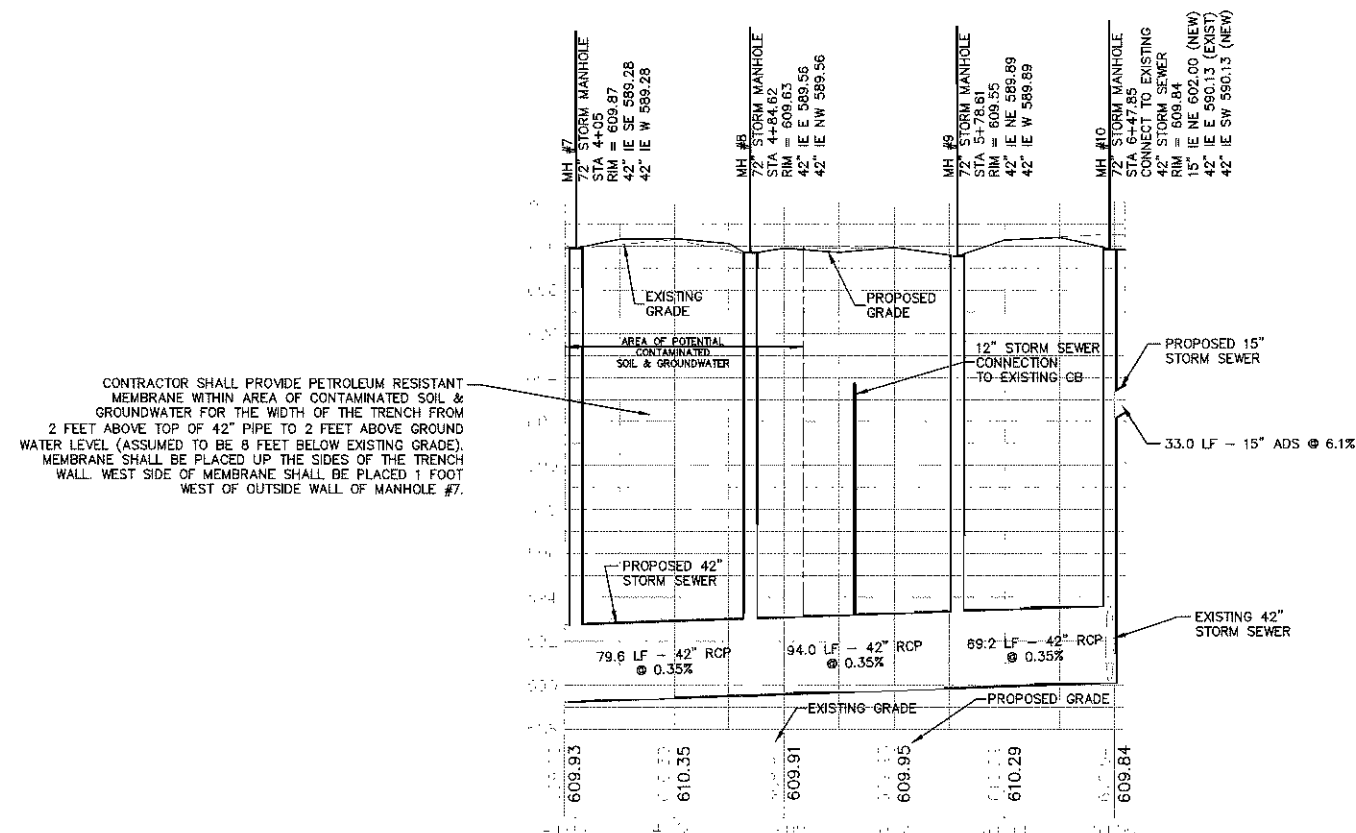
KEY PROJECT NUMBER	2303019
PROJECT SCALE	1" = 20'
SHEET NUMBER	C-4

May 12, 2013 - 10:24am - C:\Projects\2303019 - Walgreens\2303019.dwg



NOTES:

- 1.) ALL SEWER AND WATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION, WISCONSIN ADMINISTRATIVE CODE, GREEN BAY METROPOLITAN SEWERAGE DISTRICT AND CITY OF DE PERE SPECIFICATIONS.
- 2.) ALL EROSION CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF CONSTRUCTION.
- 3.) IT IS ANTICIPATED THAT TRENCH DEWATERING WILL BE REQUIRED DURING CONSTRUCTION.
- 4.) THERE IS SOME SOIL AND GROUNDWATER CONTAMINATION LOCATED WITHIN THE WORKING LIMITS OF THE SEWER CONSTRUCTION. THE CONTRACTOR WILL WORK WITH KEY ENGINEERING GROUP, LTD. FOR PROPER DISPOSAL OF THE CONTAMINATED MATERIAL.
- 5.) ALL ABANDONED SEWERS SHALL BE BULKHEADED AND ABANDONED WITH SAND SLURRY.
- 6.) NEOPRENE GASKETS MAY BE REQUIRED FOR THE SEWERS IN THE CONTAMINATED AREAS.
- 7.) THE UTILITY CONTRACTOR WILL BE RESPONSIBLE FOR ALL WORK ASSOCIATED WITH THE RELOCATION OF THE SANITARY SEWER AND THEIR CONNECTIONS. CONTRACTOR SHALL BE REQUIRED TO BRING TRENCH BACKFILL UP TO EXISTING GRADE.
- 8.) CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLAN TO CITY OF DE PERE FOR APPROVAL PRIOR TO START OF CONSTRUCTION.
- 9.) ONE LANE OF TRAFFIC MUST REMAIN OPEN AT ALL TIMES IN EACH DIRECTION UNLESS AUTHORIZED BY THE CITY OF DE PERE.
- 10.) THE HYDRANT LEAD AND HYDRANT IDENTIFIED FOR SALVAGE WILL BE RELOCATED BY THE DEVELOPER'S UTILITY CONTRACTOR.
- 11.) ALL WORK ASSOCIATED WITH THE DEVELOPMENT SUCH AS STORM SEWER REMOVAL AND SEWER AND WATER LATERAL INSTALLATIONS WILL BE HANDLED BY THE DEVELOPER'S UTILITY CONTRACTOR.
- 12.) ALL RESTORATION IN THE PUBLIC RIGHT OF WAY WILL BE HANDLED BY THE DEVELOPER'S CONTRACTOR.



REVISION NO.	DESCRIPTION	DATE	BY	DESIGNED BY	DATE
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				RCM	05/13/13
				SAO	05/13/13
	CADFILE				
	XREF				
	LMAN				

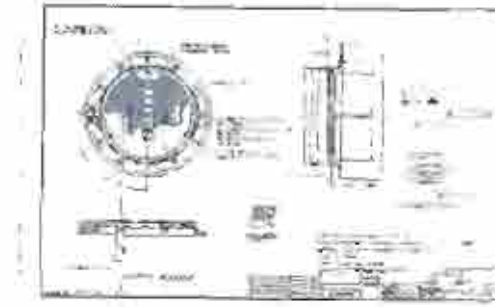
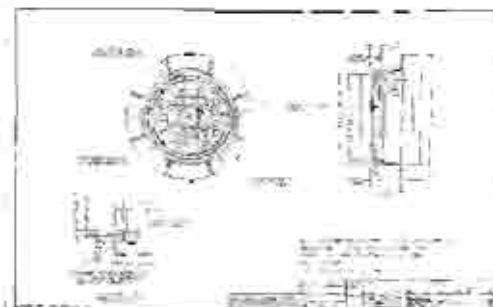
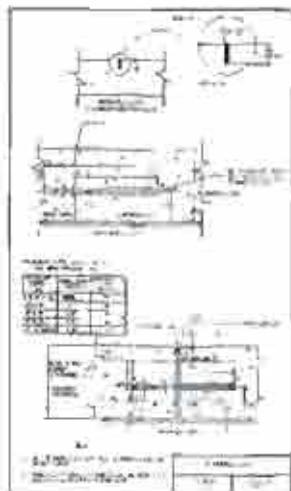
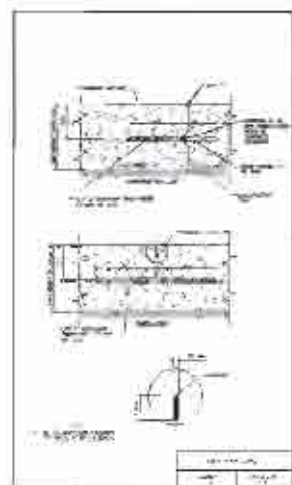
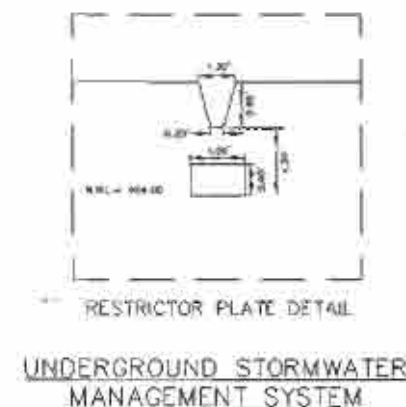
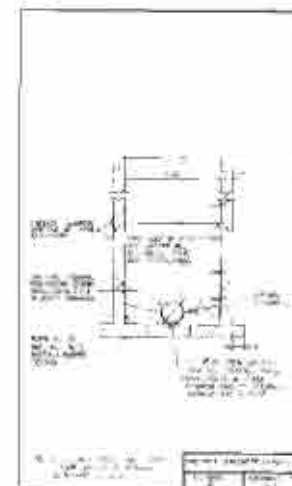
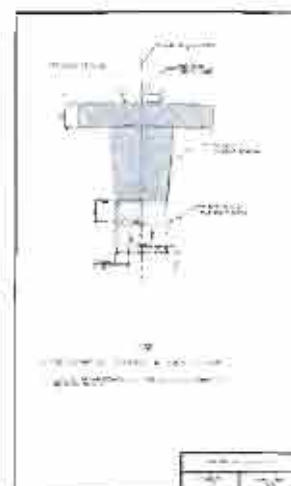
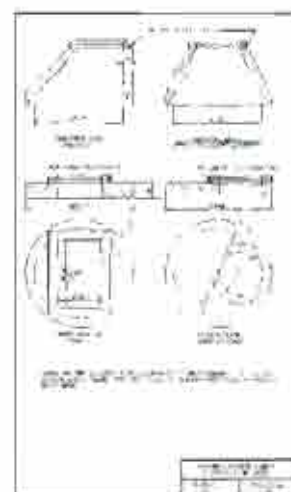
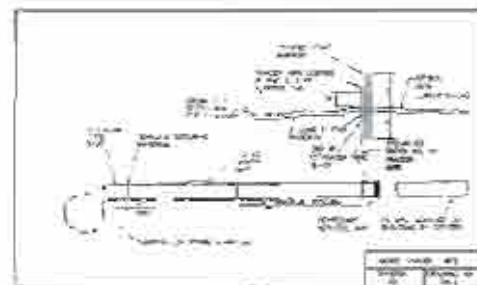
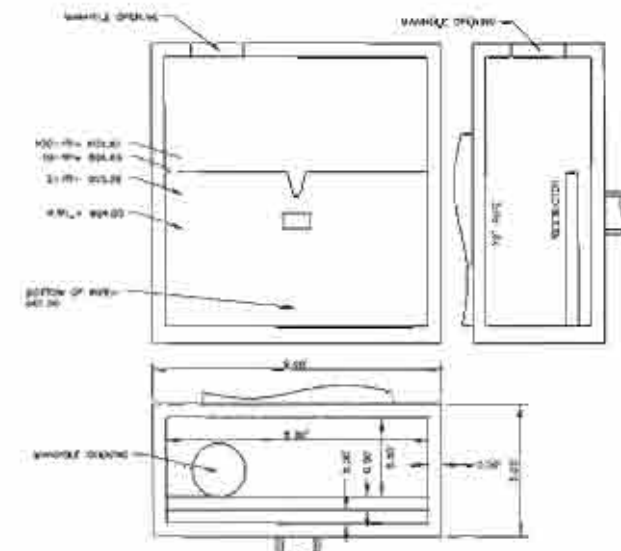
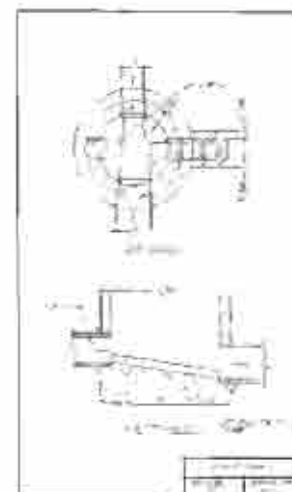
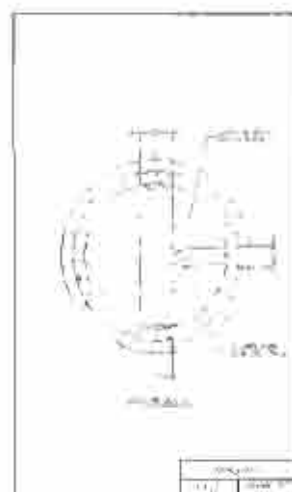
STORM SEWER PLAN & PROFILE
SOUTH WISCONSIN STREET & SOUTH BROADWAY STREET
WALGREENS
DE PERE, WISCONSIN

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725 NORTH WATER STREET, SUITE 510
MILWAUKEE, WI 53212
414.224.8306 (tel) - 414.224.8183 (fax)

KEY PROJECT NUMBER
2303019
PROJECT SCALE
1" = 20'
SHEET NUMBER
C-5



RESTRICTOR PLATE DETAIL
UNDERGROUND STORMWATER
MANAGEMENT SYSTEM

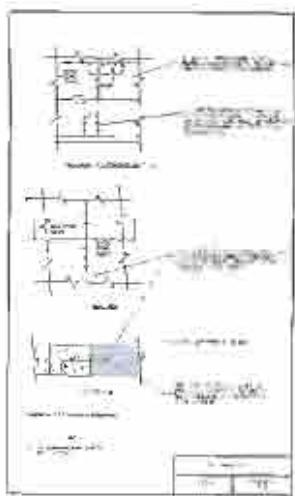
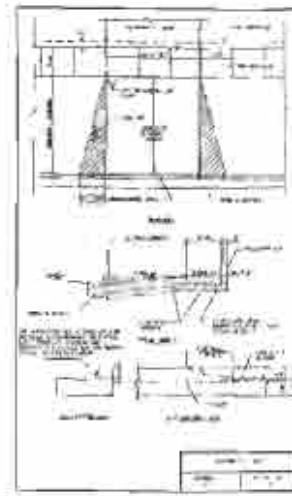
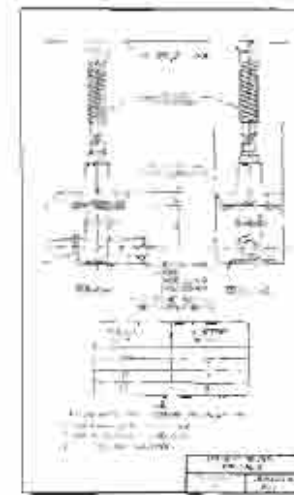
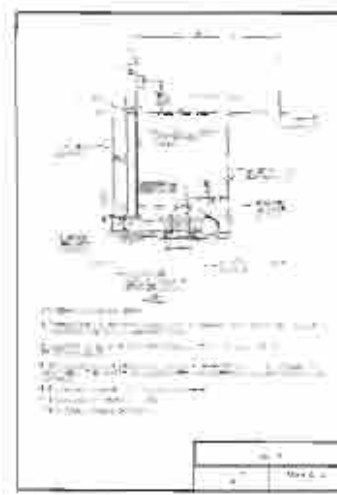
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4	DESIGNED BY RCM	05/13/13	DAK
5	APPROVED BY SAO	05/13/13	DAK

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

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREOF.

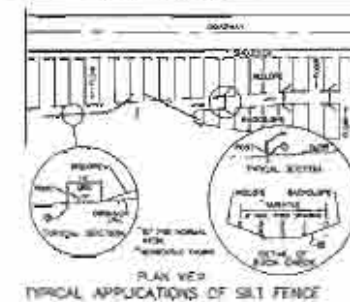


KEY PROJECT NUMBER
2303019
PROJECT SCALE
NOT TO SCALE
SHEET NUMBER
C-6



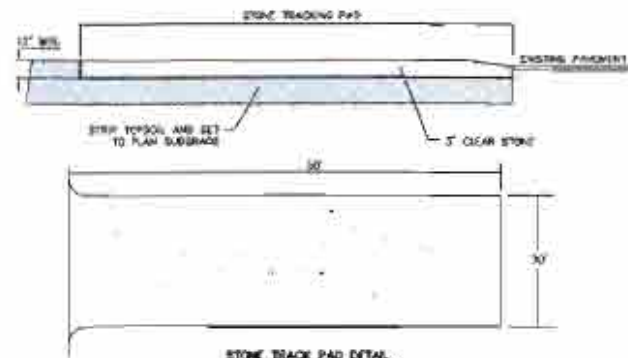
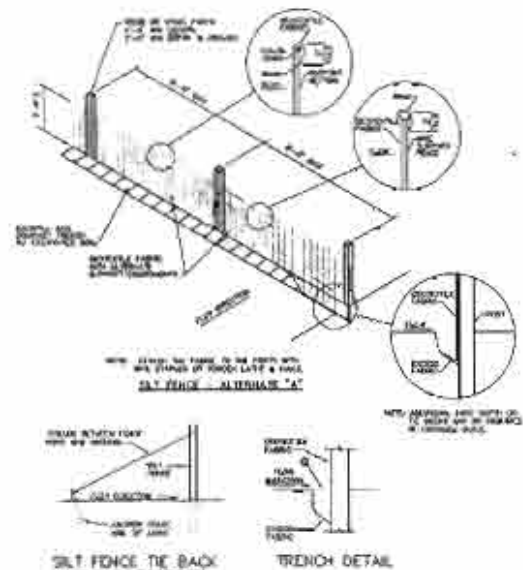
SILT FENCE GENERAL NOTES

1. ALL SILT FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS.
2. SILT FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS.
3. SILT FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES AND SPECIFICATIONS.
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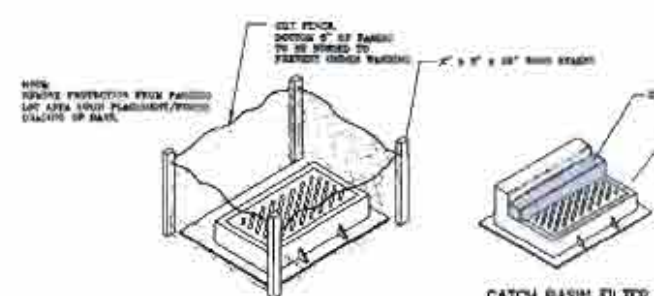


TYPICAL APPLICATIONS OF SILT FENCE

SILT FENCE INSTALLATION DETAIL



STONE TRACK PAD DETAIL



INLET PROTECTION



CATCH BASIN FILTER

CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS

1. All erosion control measures shall be constructed and maintained by the contractor in accordance with the Wisconsin Department of Natural Resources (DNR) Technical Standards.
2. Erosion control measures shall be installed prior to any site work, including grading or discharge of existing surface materials as shown on plan. Erosion control measures shall be installed in accordance with the Wisconsin Department of Natural Resources (DNR) Technical Standards.
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10. Erosion control measures shall be installed prior to any site work, including grading or discharge of existing surface materials as shown on plan. Erosion control measures shall be installed in accordance with the Wisconsin Department of Natural Resources (DNR) Technical Standards.

UTILITY NOTES

1. All utilities are shown for informational purposes only and are not guaranteed in the location or depth. The contractor is responsible for making his own determination as to the type and location of underground utilities as may be necessary to avoid damage thereto. Contractor/Owner shall not digger's notice prior to any construction.
2. All utility work shall be done in accordance with the standard specifications for sewer and water construction in Wisconsin - 10th edition with amendments and all state and local codes and ordinances.
3. Lengths of all utilities are to comply with standards in drawings and may vary slightly from those shown. Lengths shall be verified in the field during construction.
4. Utilities shall comply with standards, codes and state and local codes and ordinances.

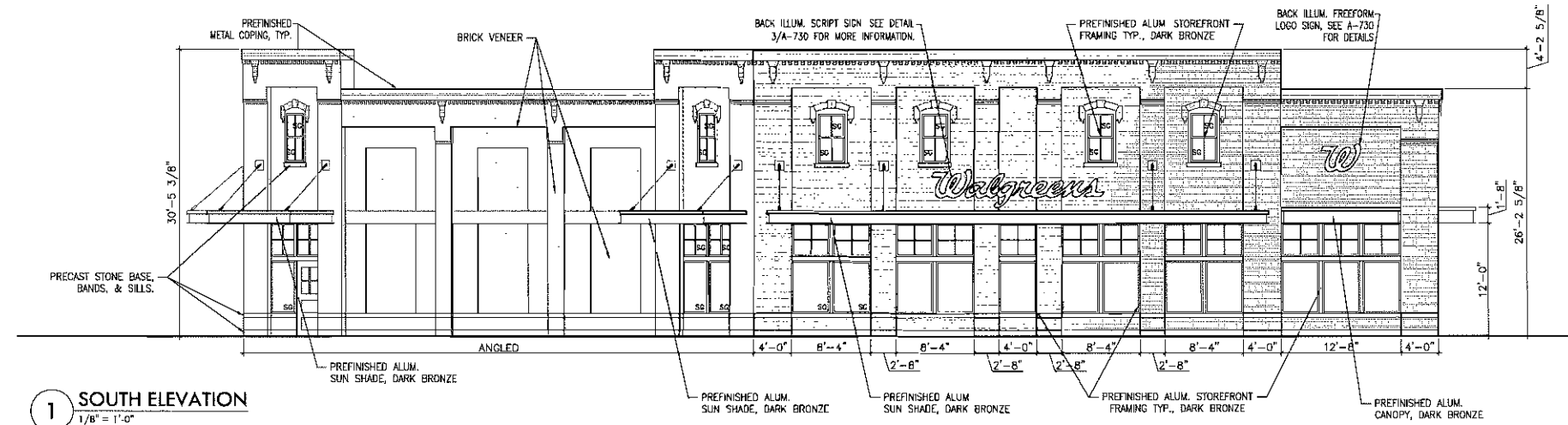
STANDARD DETAILS AND GENERAL NOTES SOUTH WISCONSIN STREET & SOUTH BROADWAY STREET WALGREENS DE PERE, WISCONSIN

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED BY OR ASSIGNED TO ANY DESIGNER. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREOF.

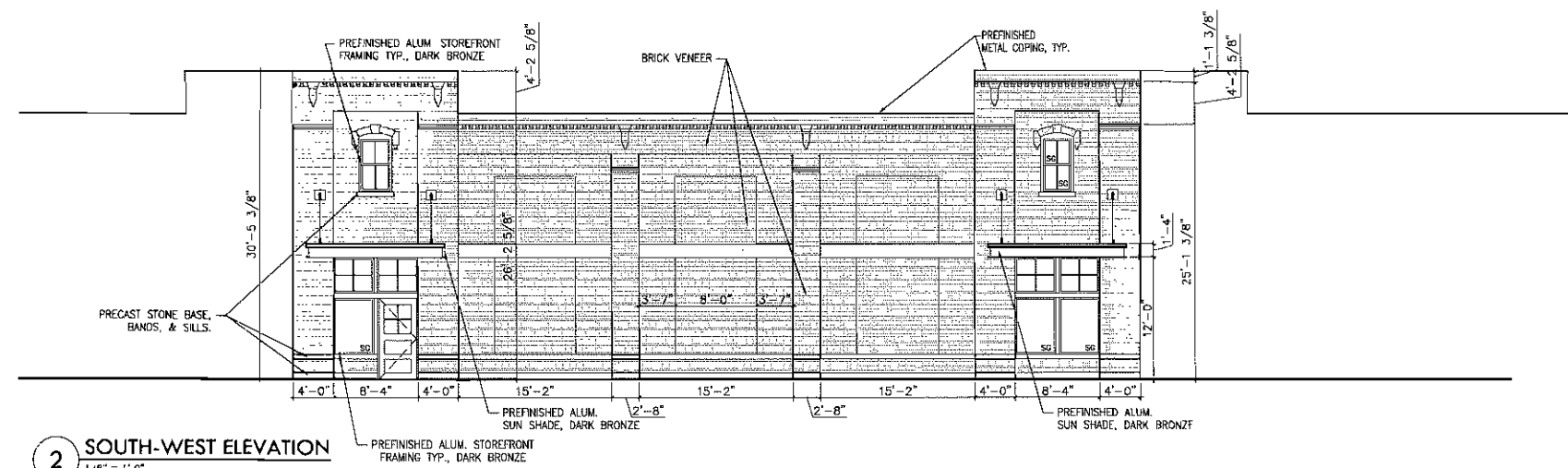


KEY PROJECT NUMBER
2303019
PROJECT SCALE
NOT TO SCALE
SHEET NUMBER
C-7

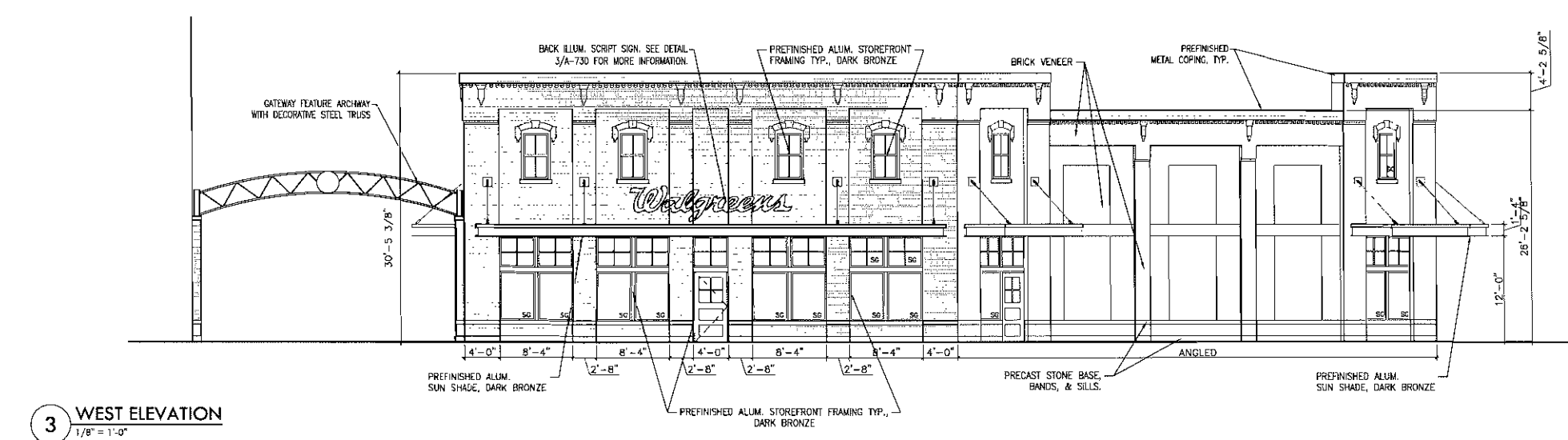
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10	SAO	05/13/13			



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



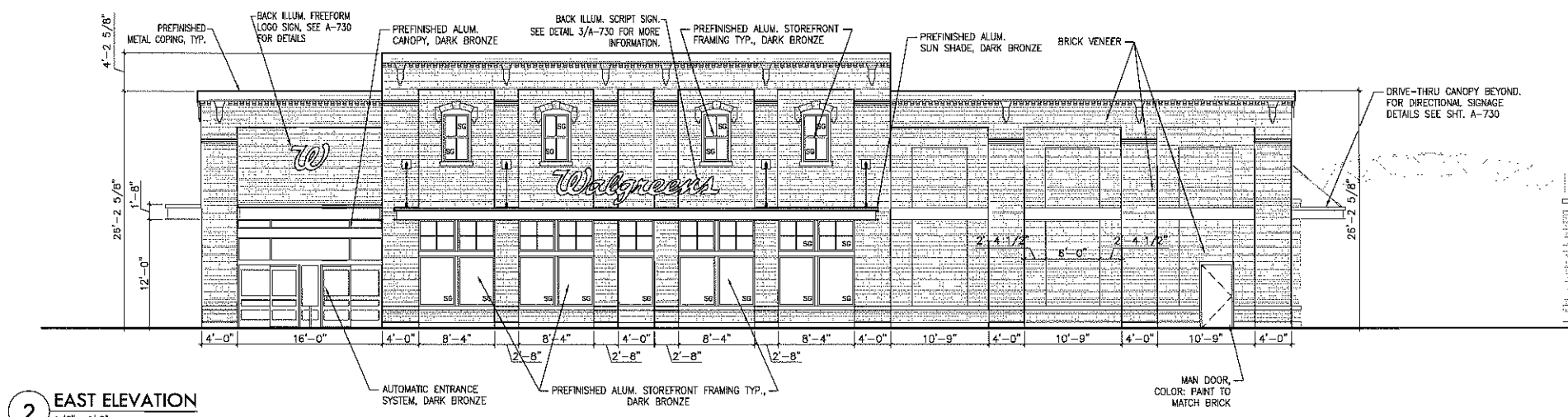
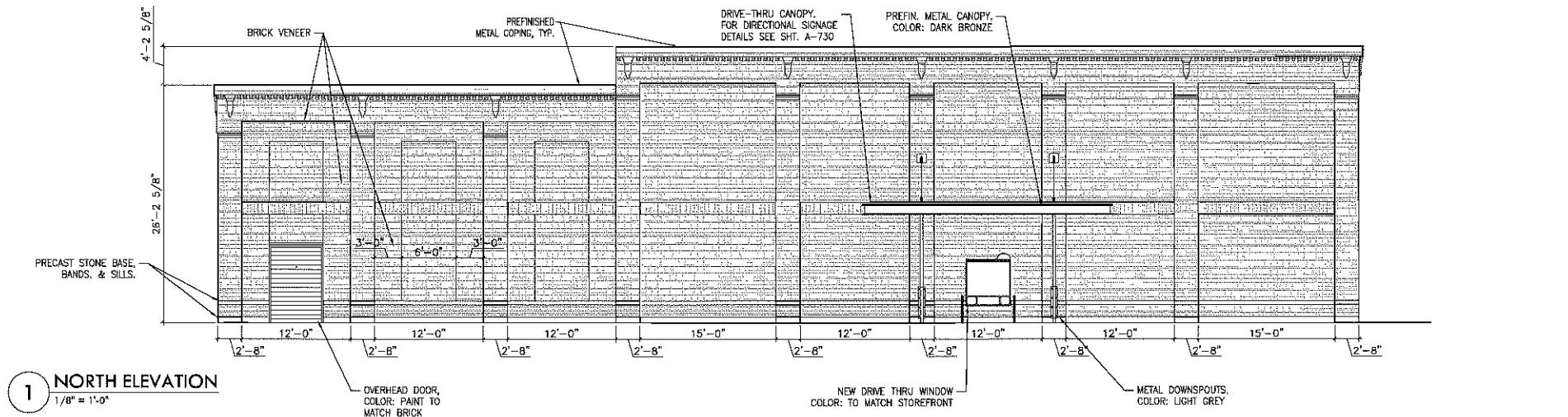
2 SOUTH-WEST ELEVATION
1/8" = 1'-0"



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

NO.	DATE	BY	DESCRIPTION
6	03.04.13	PWM	REVISED SUBMITTAL
5	02.15.13	PWM	REVISED SUBMITTAL
4	01.18.13	PWM	REVISED SUBMITTAL
3	01.18.13	PWM	ALTERNATE SITE PLAN
2	01.02.13	PWM	ALTERNATE SITE PLAN
1	12.04.12	CEM	SITE REVIEW SUBMITTAL

EXTERIOR BUILDING ELEVATIONS	STORE NUMBER 15637
WALGREENS	
S. BROADWAY ST. & S. WISCONSIN ST.	
DE PERE, WI	
CADD NOT:	
DRAWN BY:	
REVIEWED:	
PROJ. NO:	1203300



NO.	DATE	BY	DESCRIPTION
6	03-04-13	PWM	REVISED SUBMITTAL
5	02-15-13	PWM	REVISED SUBMITTAL
4	01-18-13	PWM	ALTERNATE SITE PLAN
3	01-18-13	PWM	ALTERNATE SITE PLAN
2	01-02-13	PWM	ALTERNATE SITE PLAN
1	12-04-12	CEM	SITE REVIEW SUBMITTAL

EXTERIOR BUILDING ELEVATIONS	STORE NUMBER 15637
CADD PLOT:	WALGREENS
DRAWN BY:	S. BROADWAY ST. & S. WISCONSIN ST.
REVIEWED:	DE PERE, WI
PROJ. NO:	1269.00



4 LED BACKLIT WALL MOUNTED SCRIPT SIGN
3/4" = 1'-0"



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



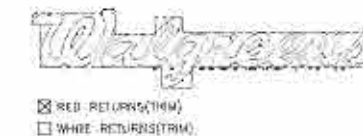
11 RENDERED MONUMENT SIGN
1/2" = 1'-0"

RED SCRIPT SIGN DATA					
ORIGINAL RED PLEXIGLAS BEING FACE SIGN					
LENGTH	LOWER CASE LETTER	CAPITAL LETTER	TOP	AREA SQUARE FOOT	WEIGHT
15'-4 1/2"	21"	36 1/2"	18"	29.0	63

1 SCRIPT SIGN DETAILS



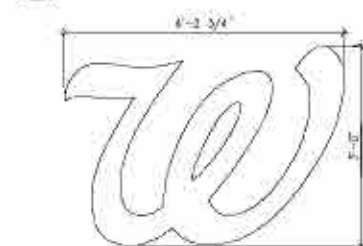
2 SCRIPT SIGN LENGTHS



3 SCRIPT SIGN BOUNDARY



5 CONSTRUCTION SIGN



SIGN TO BE BACK ILLUMINATED WITH "CARDINAL RED" PLEXIGLAS FRONT AND SIDE SURFACES.

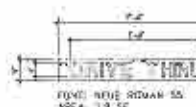
NOTE: CONTRACTOR TO COORDINATE SUSPENSION OF SIGN FROM STRUCTURE WITH SIGN MANUFACTURER REQUIREMENTS.

6 LED BACKLIT CHANNEL LETTER SIGN



7 CLEARANCE SIGN

1/2" = 1'-0"



8 LED BOX SIGN

1/2" = 1'-0"

GENERAL NOTES

- SIGN SPECIFICATIONS**
- GENERAL CONTRACTOR:**
 - CONTRACTOR SHALL COORDINATE ALL WORK. NOTIFY ELECTRICAL CONTRACTOR & SIGN CONTRACTOR AS SOON AS POSSIBLE AFTER THE SIGN WALL OR STRUCTURE IS IN PLACE. GENERAL CONTRACTOR SHALL NOT CLOSE UP THE BACK SIDE OF WALL UNTIL ELECTRICAL CONTRACTOR & SIGN CONTRACTOR HAVE COMPLETED THEIR WORK.
 - CONCEALED SIGN SUPPORTS: GENERAL CONTRACTOR SHALL PROVIDE CONCEALED CONTINUOUS WOLMANIZED STRUCTURAL GRADE WOOD SIGN SUPPORTS WHERE STUD OR RAFTER TYPE FRAMING OCCURS.
 - WHERE SCRIPT SIGNS ARE SHOWN, PROVIDE 2" CONCEALED 2 X 8 MEMBERS AT TOP AND BOTTOM OF SCRIPT FOR ALL SIGNS UP TO 20'-0" 3/4". SCRIPT SIGNS OVER 20'-0" 3/4", PROVIDE 1" CONCEALED 2 X 8 MEMBERS AT TOP AND BOTTOM OF SIGNS.
 - WHERE INDIVIDUAL LETTER SIGNS ARE SHOWN, PROVIDE 2" CONCEALED 2 X 8 MEMBERS TOP AND BOTTOM OF SIGNS.
 - ELECTRICAL CONTRACTOR:**
 - CONTRACTOR SHALL PROVIDE ONE MAIN ELECTRIC SERVICE PANEL AND FEEDS TO THE BACK SIDE OF SIGN WALL. ELECTRICAL CONTRACTOR SHALL PROVIDE CONDUIT, FEED AND JUNCTION BOXES ALONG BACK SIDE OF SIGN WALL. PROVIDE JUNCTION BOXES FOR EACH LOCATION. APPROXIMATELY WHERE SIGN CONTRACTOR WILL PROVIDE CONDUIT HOUSING THROUGH WALL. PROVIDE ELECTRIC SERVICE CAPACITIES AND CIRCUITS AS SHOWN ON ELECTRICAL DRAWINGS.
 - SIGN CONTRACTOR:**
 - FOLLOW DRAWINGS AND SPECIFICATIONS OF SIGNS AND USE TEMPLATES OF APPROVED DIMENSIONS, CONTOURS, SHAPES AND WITH ELECTRICAL COMPONENTS & CAPACITIES AS SPECIFIED.
 - SIGN CONTRACTOR SHALL FURNISH FOUR SETS OF SHOP DRAWINGS TO WALGREENS FACILITIES PLANNING DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
 - SIGN CONTRACTOR SHALL CONSTRUCT SIGN IN COMPLIANCE WITH ALL APPLICABLE CODES AND ORDINANCES, AND ACCORDING TO UNDERWRITERS LABORATORIES SPECIFICATIONS AND TO BEAR U.L. LABELS. SIGN CONTRACTOR SHALL OBTAIN ALL STATE AND MUNICIPAL PERMITS NECESSARY TO INSTALL SIGN(S).
 - SIGN INSTALLATION AT BUILDING FACE, WORK BY SIGN CONTRACTOR:
 - SIGN CONTRACTOR SHALL ESTABLISH CENTER LINE OF SIGN WALL. MEASURE LOCATION OF EACH ELECTRIC LEAD FROM THE CENTER OUTWARD. PROVIDE 1/2" GALVANIZED CONDUIT AND HOUSING THROUGH 1 1/4" GROUND HOLES. LET THREADED CONDUIT PROJECT THROUGH WALL 1 1/2".
 - SIGN CONTRACTOR SHALL PROVIDE A DISCONNECT SWITCH ON EXTERIOR OF SIGN FOR EACH CIRCUIT TO COMPLY WITH STATE AND LOCAL CODES. EACH SIGN SHALL BE ACTIVATED BY APPROVED PHOTO CELL AND TIME SWITCH WITH MANUAL OVERRIDE SWITCH. ELECTRICAL CONTRACTOR TO FURNISH PHOTO CELL, TIME SWITCH AND MANUAL OVERRIDE SWITCH.

WORK RESPONSIBILITY

ALL EXTERIOR BUILDING SIGNS SHALL BE FURNISHED AND INSTALLED BY WALGREENS SIGN CONTRACTOR.

ALL OTHER RELATED WORK INCLUDING SIGN SUPPORTS AND ELECTRICAL POWER SUPPLY SHALL BE PER SIGN SPECIFICATIONS - THIS SHEET.

ALL FINAL CONNECTIONS MADE BY SIGN CONTRACTOR.

ARCHITECTS
1243 North 10th Street
Suite 100
Milwaukee, WI 53205
414.223.3330 P
414.223.3340 F
www.albionarch.com

THE ALBION GROUP, INC.
ALL RIGHTS RESERVED

REVISIONS

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1	01/15/15	WWS	ISSUED FOR BIDDING
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87	01/26/15	WWS	ISSUED FOR BIDDING
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89	01/		

S. BROADWAY STREET

N38° LOT 8 BLOCK 18
ORIGINAL PLAT OF DE PERE
PARCEL # ED-824
OWNER: BEILKE LLC

PROPOSED
Walgreens

S. WISCONSIN STREET

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

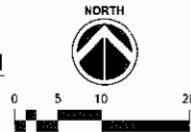
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3	01/20/13	FROM	FROM	REVISIONS
4	01/18/13	FROM	FROM	REVISIONS
5	01/22/13	FROM	FROM	REVISIONS
6	01/22/13	FROM	FROM	REVISIONS
7	01/22/13	FROM	FROM	REVISIONS
8	01/22/13	FROM	FROM	REVISIONS
9	01/22/13	FROM	FROM	REVISIONS
10	01/22/13	FROM	FROM	REVISIONS
11	01/22/13	FROM	FROM	REVISIONS
12	01/22/13	FROM	FROM	REVISIONS
13	01/22/13	FROM	FROM	REVISIONS
14	01/22/13	FROM	FROM	REVISIONS
15	01/22/13	FROM	FROM	REVISIONS
16	01/22/13	FROM	FROM	REVISIONS
17	01/22/13	FROM	FROM	REVISIONS
18	01/22/13	FROM	FROM	REVISIONS
19	01/22/13	FROM	FROM	REVISIONS
20	01/22/13	FROM	FROM	REVISIONS

LANDSCAPING SCHEMATIC
STORE NUMBER 15637
WALGREENS
S. BROADWAY ST. & S. WISCONSIN ST.
DE PERE, WI

CADD PLOT
DRAWN BY
C. JALDONADO
REVIEWED
PROJ. NO. 1203.00

L-100

LANDSCAPE PLAN
1"=10'-0"



"VERONICA" SPEEDWELL-SUNNY
BORDER BLUE (PARKING SIDE)

"MANHATTAN"
EUONYMUS

CRIMSON SENTRY
MAPLE

"NEW HAMPSHIRE
PURPLE" GERANIUM

PARK BENCH

"VERONICA" SPEEDWELL-SUNNY
BORDER BLUE

"MANHATTAN"
EUONYMUS

ARBORVITAE
"EMERALD BEAUTY"

CRIMSON SENTRY
MAPLE

"VERONICA" SPEEDWELL-SUNNY
BORDER BLUE

CRIMSON SENTRY
MAPLE

"VERONICA" SPEEDWELL-SUNNY
BORDER BLUE (PARKING SIDE)

CRIMSON SENTRY
MAPLE

"VERONICA" SPEEDWELL-SUNNY
BORDER BLUE (PARKING SIDE)

"ACHILLEA" YARROW
MOONSHINE

"VERONICA" SPEEDWELL-SUNNY
BORDER BLUE (PARKING SIDE)

CRIMSON SENTRY
MAPLE

"ACHILLEA" YARROW
MOONSHINE

(4) HOLMSTRUP
ARBORVITAE

"ACHILLEA" YARROW
MOONSHINE

"NEW HAMPSHIRE
PURPLE" GERANIUM

(4) HOLMSTRUP
ARBORVITAE



COLORED LANDSCAPE PLAN (N.T.S.)

Walgreens

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





CRIMSON SENTRY MAPLE



'ACHILLEA' - MOONSHINE YARROW



'VERONICA' SUNNY BORDER BLUE
SPEEDWELL



EMERALD BEAUTY ARBORVITAE



'MANHATTAN' EUONYMUS



'NEW HAMPSHIRE PURPLE' GERANIUM



HOLMSTRUP ARBORVITAE

Valgreens - Landscape Plant Selections

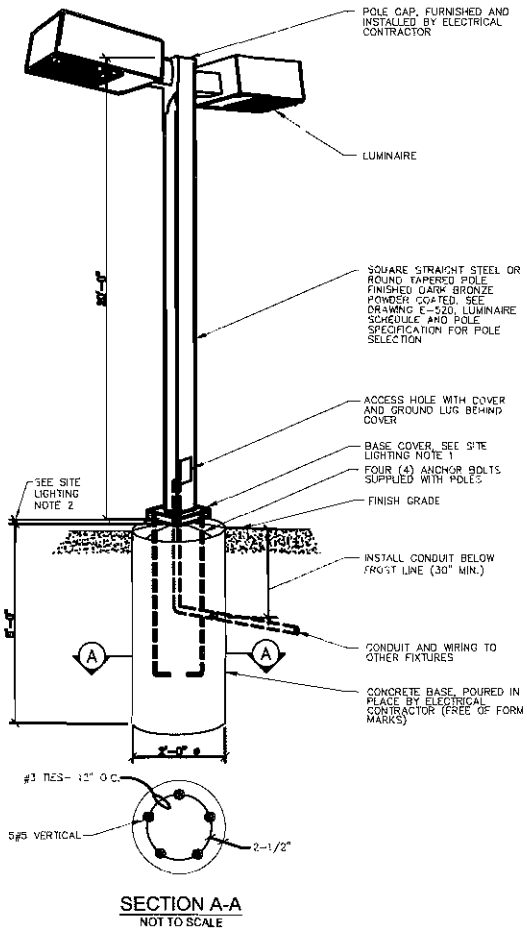
.Broadway St. & S. Wisconsin St. De Pere, WI



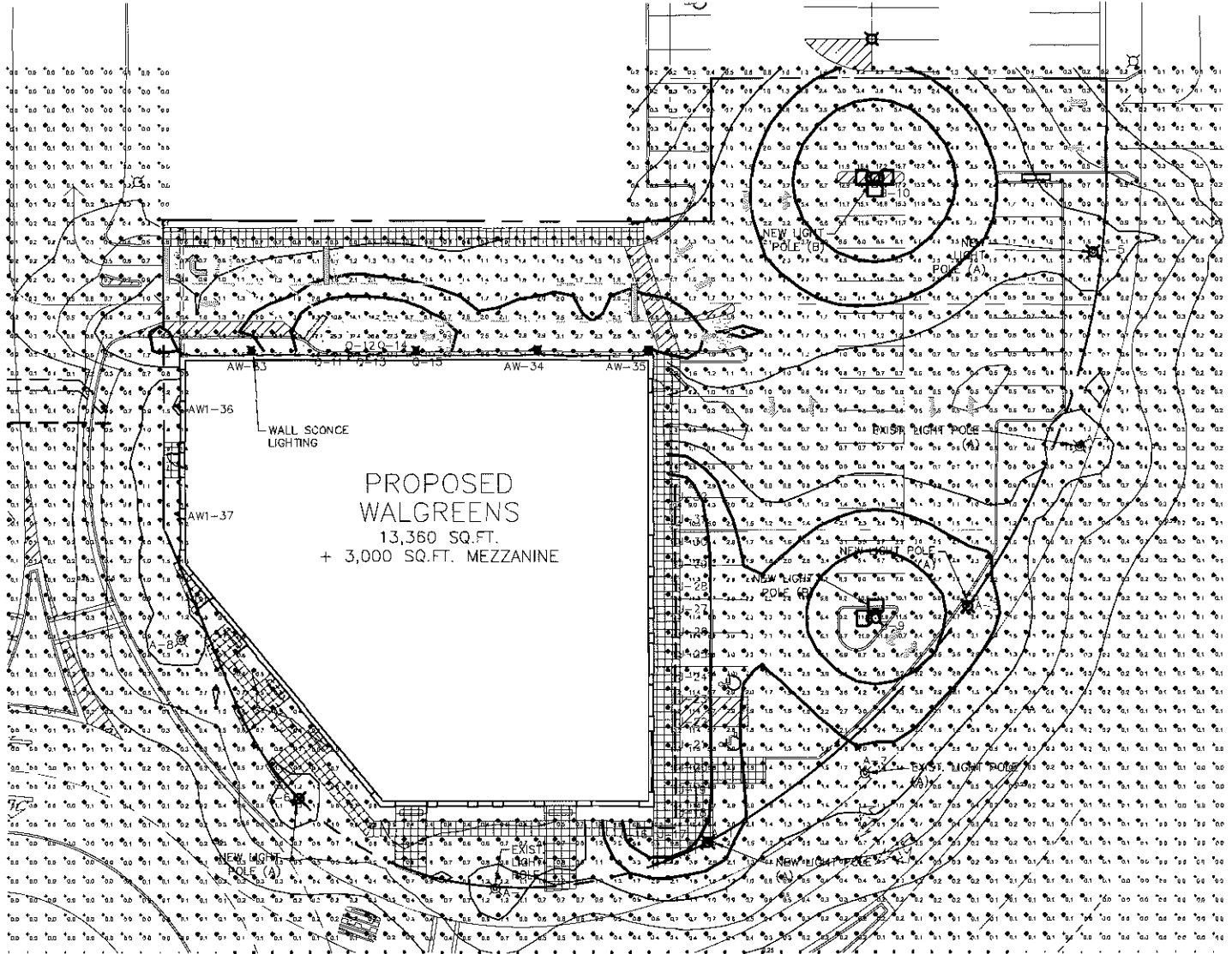
LUMINAIRE LOCATIONS												
No	Label	X	Location Y	Z	MH	Orientation	TIR	X	Alt Y	Z		
1	A	211.6	219.3	10.0	10.0	36.0	0.0	211.6	219.3	0.0		
2	A	253.4	237.6	10.0	10.0	43.1	0.0	253.4	237.6	0.0		
3	A	280.8	281.9	10.0	10.0	55.2	0.0	280.8	281.9	0.0		
4	A	319.7	324.3	10.0	10.0	64.4	0.0	319.7	324.3	0.0		
5	A	314.4	376.3	10.0	10.0	0.0	0.0	314.4	376.3	0.0		
6	A	103.0	230.7	10.0	10.0	41.8	0.0	103.0	230.7	0.0		
7	A	155.3	207.0	10.0	10.0	0.0	0.0	155.3	207.0	0.0		
8	A	71.7	272.9	10.0	10.0	67.5	0.0	71.7	272.9	0.0		
9	B	256.3	276.6	20.5	20.5	80.0	0.0					
10	B	256.3	285.9	20.5	20.5	90.0	0.0					
11	Q	112.9	349.1	11.2	11.2	0.0	0.0	112.9	349.1	0.0		
12	Q	116.9	349.1	7.5	7.5	0.0	0.0	116.9	349.1	0.0		
13	Q	118.9	349.1	11.2	11.2	0.0	0.0	118.9	349.1	0.0		
14	Q	124.9	349.1	11.2	11.2	0.0	0.0	124.9	349.1	0.0		
15	Q	134.4	349.1	7.5	7.5	0.0	0.0	134.4	349.1	0.0		
16	J	194.7	223.1	10.0	10.0	90.0	0.0	194.7	223.1	0.0		
17	J	200.7	223.1	10.0	10.0	90.0	0.0	200.7	223.1	0.0		
18	J	203.0	228.1	10.0	10.0	180.0	0.0	203.0	228.1	0.0		
19	J	203.0	234.1	10.0	10.0	180.0	0.0	203.0	234.1	0.0		
20	J	203.0	240.1	10.0	10.0	180.0	0.0	203.0	240.1	0.0		
21	J	203.0	246.1	10.0	10.0	180.0	0.0	203.0	246.1	0.0		
22	J	203.0	252.1	10.0	10.0	180.0	0.0	203.0	252.1	0.0		
23	J	203.0	258.1	10.0	10.0	180.0	0.0	203.0	258.1	0.0		
24	J	203.0	264.1	10.0	10.0	180.0	0.0	203.0	264.1	0.0		
25	J	203.0	270.1	10.0	10.0	180.0	0.0	203.0	270.1	0.0		
26	J	203.0	276.1	10.0	10.0	180.0	0.0	203.0	276.1	0.0		
27	J	203.0	282.1	10.0	10.0	180.0	0.0	203.0	282.1	0.0		
28	J	203.0	288.1	10.0	10.0	180.0	0.0	203.0	288.1	0.0		
29	J	203.0	294.1	10.0	10.0	180.0	0.0	203.0	294.1	0.0		
30	J	203.0	300.1	10.0	10.0	180.0	0.0	203.0	300.1	0.0		
31	J	203.0	306.1	10.0	10.0	180.0	0.0	203.0	306.1	0.0		
32	J	203.0	312.1	10.0	10.0	180.0	0.0	203.0	312.1	0.0		
33	AW	90.4	349.3	18.0	18.0	0.0	0.0	90.4	349.3	0.0		
34	AW	196.8	349.6	18.0	18.0	0.0	0.0	196.8	349.6	0.0		
35	AW	196.1	349.5	18.0	18.0	0.0	0.0	196.1	349.5	0.0		
36	AW1	70.9	335.3	10.0	10.0	90.0	0.0	70.9	335.3	0.0		
37	AW1	70.9	308.6	10.0	10.0	90.0	0.0	70.9	308.6	0.0		

LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Cabling Number	Description	Lamp	File	Lumens	LLF	Watts
	A	8	HADCO V092 A R3 N D 70H E	DECORATIVE LUMINAIRE POST TOP MOUNTED ON A 10" POLE. BASE FLUSH WITH SIDEWALK.	70 WATT MH, BD17, CLEAR	V092-15C3VR3.es	5000	0.72	85
	AW	3	HADCO V092 A R3 N D 250H E	WALL SCONCE MOUNTED 18" AFG	250 WATT MH, BD17, CLEAR	V092-15C3VR3.es	22000	0.72	275
	AW1	2	HADCO V092 A R3 N D 70H E	WALL SCONCE MOUNTED 10" AFG	70 WATT MH, BD17, CLEAR	V092-15C3VR3.es	5000	0.72	85
	B	1	MHT LIGHTING MHT-SB-200E LUMINAIRES W/ NAFCO 4520E BLACK POLE	TWIN 30 INDOCTION LUMINAIRES MOUNTED ON A 20" BLACK POLE. BASE FLUSH WITH SIDEWALK.	RT200W INDOCTION LAMP	MHT-SB-200E.lms	16800	0.81	420
	B	1	MHT LIGHTING MHT-SB-200E LUMINAIRES W/ NAFCO 4520E BLACK POLE	TRIPLE 30 INDOCTION LUMINAIRES MOUNTED ON A 20" BLACK POLE. BASE FLUSH WITH SIDEWALK.	RT200W INDOCTION LAMP	MHT-SB-200E.lms	16800	0.81	630
	J	17	METALUX VTL-154TS-PCR-AW-EBT1-WL-U	VAPORTITE, RECESSED MOUNTED IN CANOPY W/ CONTOURED LINEAL RIBBED DROP LENS	ONE 54 WATT TSHO	VTL154TSPCR.es	4430	0.81	32
	Q	5	LUMARK WAG-ISS-70-MP-2S-JG-ADV	IMPACT ELITE WALL SERIES - QUARTER SPHERE MOUNTING HEIGHT VARIES	70 WATT MH ED-17 MEDIUM BASE CLEAR	ISS-175-MH-XC-2S.lms	5000	0.72	85

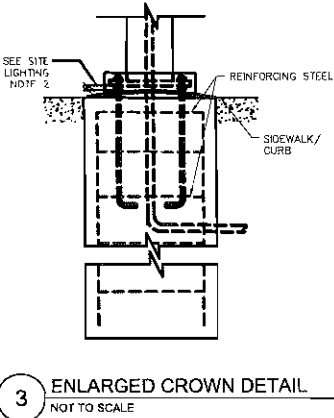
STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SITE PHOTOMETRICS	+	1.3 fc	37.4 fc	0.0 fc	N/A	N/A



2 LIGHTING STANDARD ELEVATION
NOT TO SCALE



1 PHOTOMETRIC CALCULATION
1" = 20'-0"



- NOTES
1. PROVIDE CROWN ON TOP OF CONCRETE BASE TO COMPLETELY SHED WATER.
 2. 1/2" (MIN) AIRGAP SPACE BETWEEN TOP OF CONCRETE CROWN AND BOTTOM OF POLE BASE PLATE FOR VENTILATION.

I HEREBY CERTIFY THAT THE PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN.

DATE: _____

LICENSE NUMBER: _____

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	03/15/12	MP	D.O.T. ROW WAY REVISIONS
2	11/16/11	MP	TOWN PLAN REVIEW SUBMITAL

SITE PHOTOMETRIC CALCULATIONS

STORE NUMBER 15637

WALGREENS

S. BROADWAY ST & S. WISCONSIN ST

DE PERE, WI

CADD PLOT:

DRAWN BY: J. PRUSINSKI

DATE: 11/16/11

REVIEWED: 12/05/10



EAST ELEVATION



NORTH ELEVATION

Walgreens

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



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

Walgreens

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





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

Walgreens

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





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

Walgreens

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





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

Walgreens

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



CERTIFIED SURVEY MAP NO. _____

Sheet 1 of 6

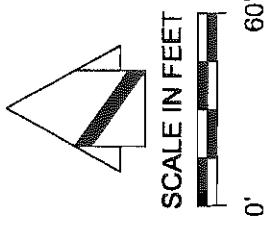
Being a redivision of Outlot 1, Outlot 2 and part of Lot 2 of Volume 54, Certified Survey Maps, Page 312, Map No. 7902; Lot 1 of Volume 14, Certified Survey Maps, Page 231, Map No. 2868; Lot Seven (7) and part of Lot Eight (8), Block Eighteen (18), Original Plat of De Pere, and vacated Charles Street and public alley

CITY OF DE PERE, BROWN COUNTY, WISCONSIN

SURVEYOR/ENGINEER:
JOHN R. STIGLER, RLS
JAHNKE & JAHNKE ASSOC., INC.
711 WEST MORELAND BLVD.
WAUKESHA, WI. 53188-2479
PHONE: (262) 542-5797

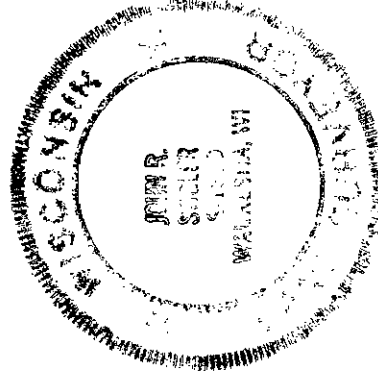
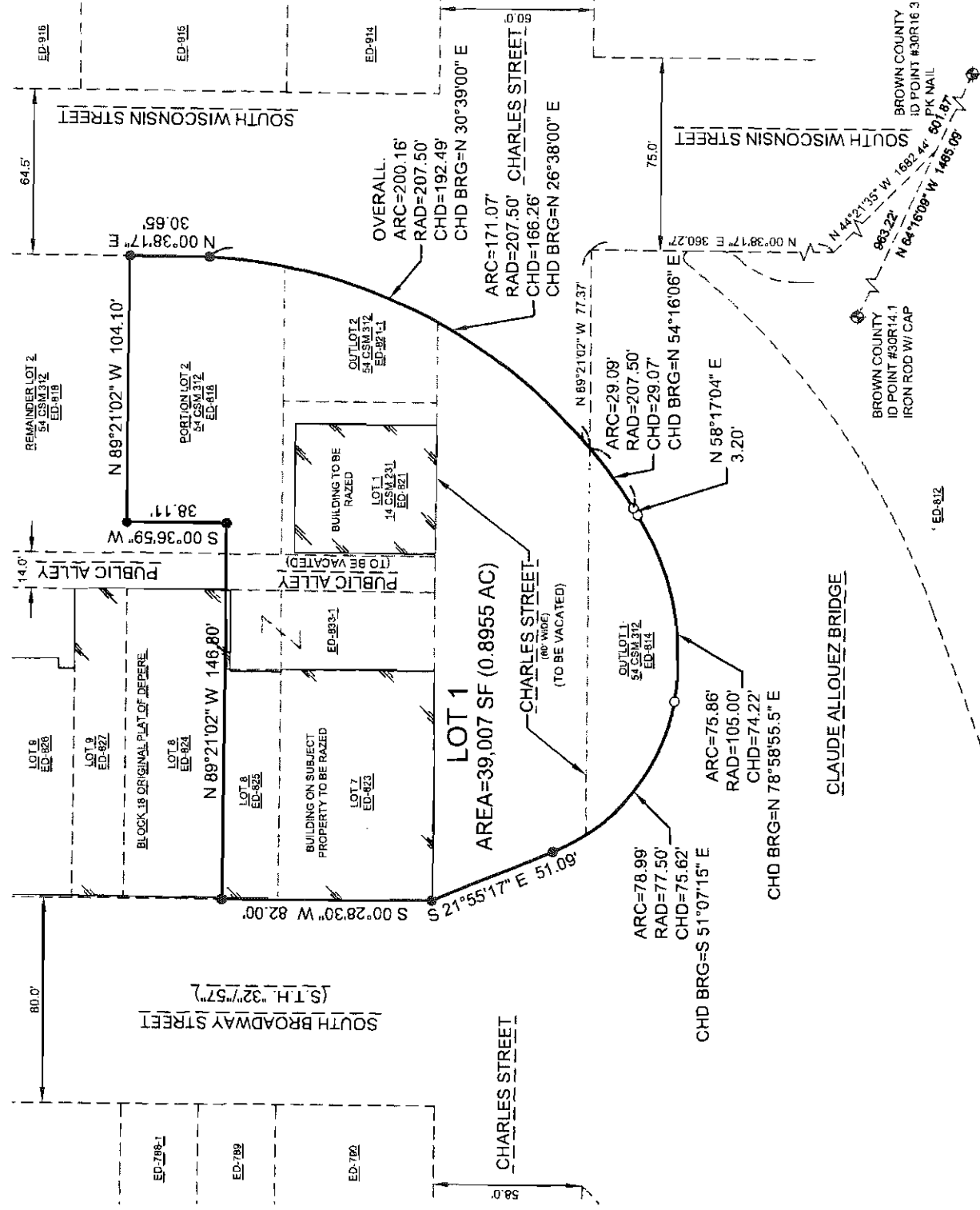
OWNER/SUBDIVIDER:
MIDLAND (WISCONSIN/BROADWAY)
ASSOCIATES, A WISCONSIN LIMITED
PARTNERSHIP
W228 N745 WESTMOUND DRIVE
WAUKESHA, WI 53186

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



REFERENCE BEARING: BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM. THE WESTERLY RIGHT OF WAY OF WISCONSIN STREET BEARS NORTH 00°38'17" EAST PER CERTIFIED SURVEY MAP No. 7902.

NOTE: SEE PROPOSED EASEMENTS ON SHEETS 2 AND 3.



John R. Stigler

JOHN R. STIGLER - Wis. Reg. No. S - 1820
DATED THIS 12th DAY OF December, 2012
REVISED THIS 7th DAY OF May, 2013
REVISED THIS 15th DAY OF May, 2013
REVISED THIS 28th DAY OF May, 2013



(262) 542-8200

FORM ARC-101

CERTIFIED SURVEY MAP NO.

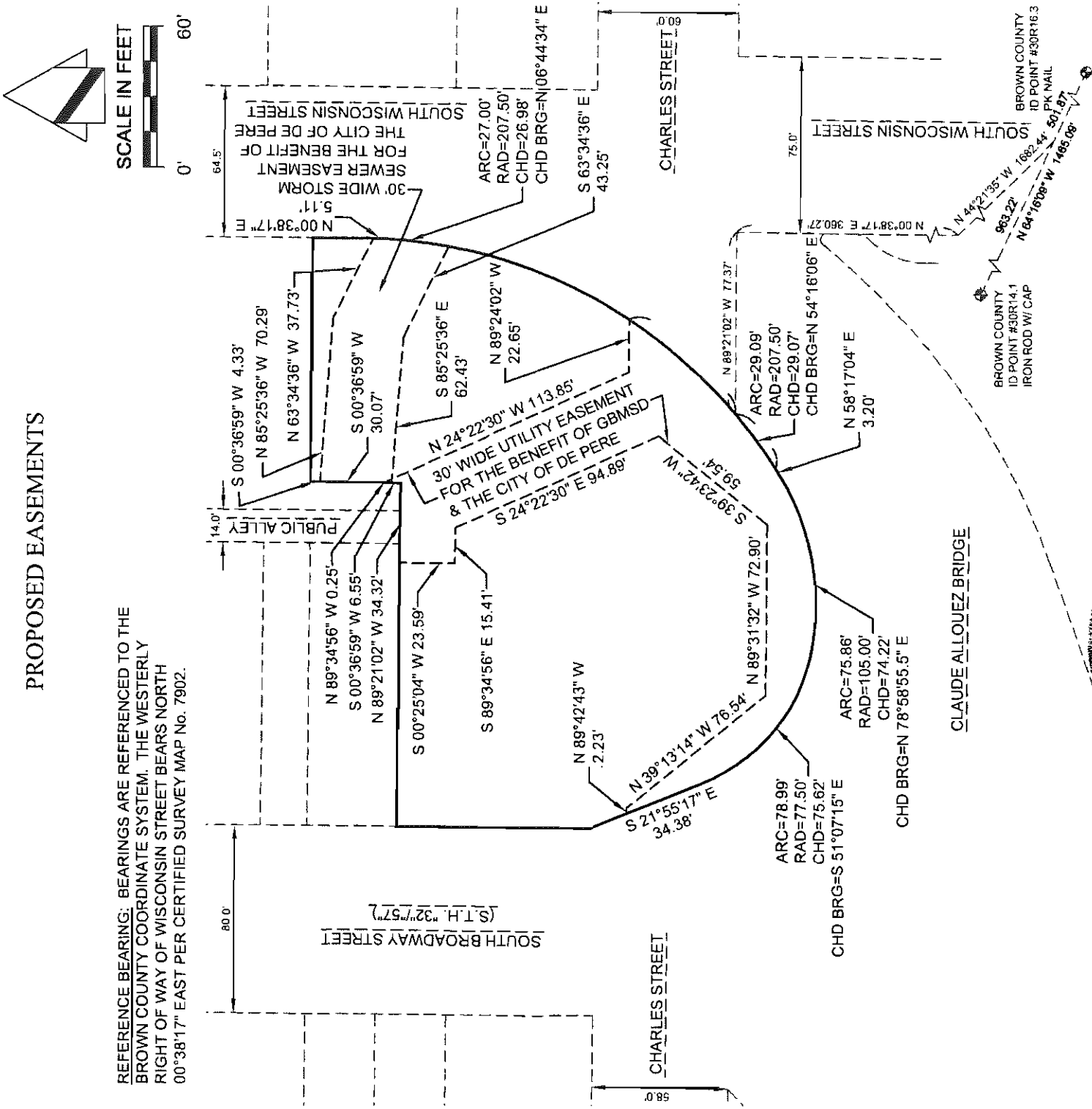
Sheet 2 of 6

Being a redivision of Outlot 1, Outlot 2 and part of Lot 2 of Volume 54, Certified Survey Maps, Page 312, Map No. 7902; Lot 1 of Volume 14, Certified Survey Maps, Page 231, Map No. 2868; Lot Seven (7) and part of Lot Eight (8), Block Eighteen (18), Original Plat of De Pere, and vacated Charles Street and public alley

CITY OF DE PERE, BROWN COUNTY, WISCONSIN

PROPOSED EASEMENTS

REFERENCE BEARING: BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM. THE WESTERLY RIGHT OF WAY OF WISCONSIN STREET BEARS NORTH 00°38'17" EAST PER CERTIFIED SURVEY MAP NO. 7902.



John R. Stigler

JOHN R. STIGLER - Wis. Reg. No. S - 1820
DATED THIS 12th DAY OF December, 2012
REVISED THIS 7th DAY OF May, 2013
REVISED THIS 15th DAY OF May, 2013
REVISED THIS 28th DAY OF May, 2013
INSTRUMENT DRAFTED BY JOHN R. STIGLER

OWNERS: MIDLAND (WISCONSIN/BROADWAY) ASSOCIATES,
A WISCONSIN LIMITED PARTNERSHIP
FILE NAME: S8114CSM.DWG
P.S. MISCELLANEOUS 25

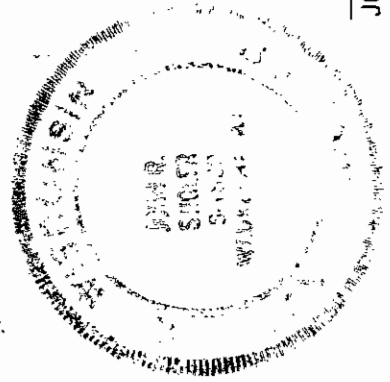
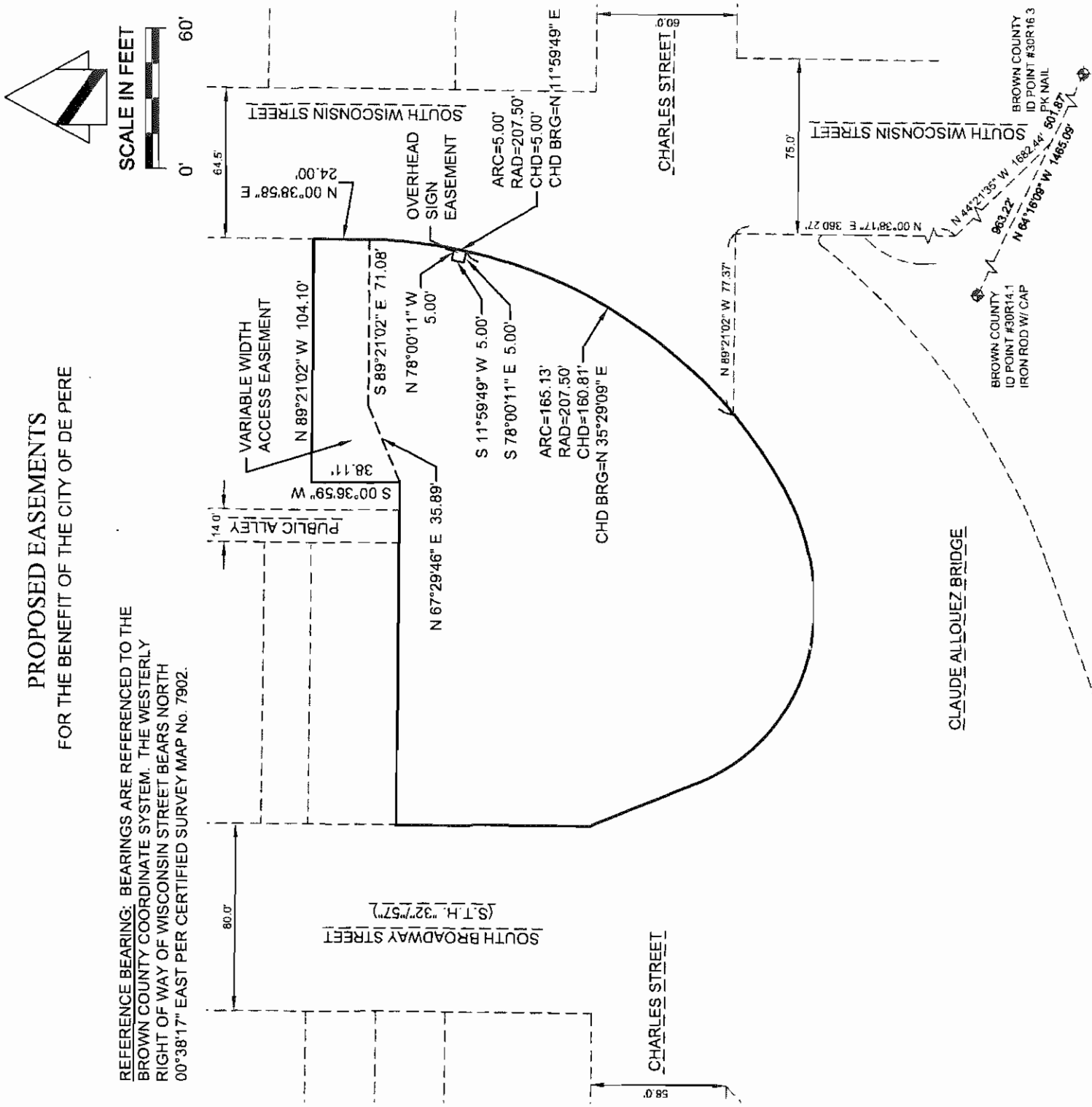
CERTIFIED SURVEY MAP NO.

Sheet 3 of 6

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

**PROPOSED EASEMENTS
FOR THE BENEFIT OF THE CITY OF DE PERE**

REFERENCE BEARING: BEARINGS ARE REFERENCED TO THE
BROWN COUNTY COORDINATE SYSTEM. THE WESTERLY
RIGHT OF WAY OF WISCONSIN STREET BEARS NORTH
00°38'17" EAST PER CERTIFIED SURVEY MAP No. 7902.



John R. Stigler

JOHN R. STIGLER - Wis. Reg. No. S - 1820
DATED THIS 12th DAY OF December, 2012
REVISED THIS 7th DAY OF May, 2013
REVISED THIS 15th DAY OF May, 2013
REVISED THIS 28th DAY OF May, 2013
INSTRUMENT DRAFTED BY JOHN R. STIGLER

OWNERS: MIDLAND (WISCONSIN/BROADWAY) ASSOCIATES,
A WISCONSIN LIMITED PARTNERSHIP
FILE NAME: S8114CSM.DWG
P.S. MISCELLANEOUS 25

CERTIFIED SURVEY MAP NO.

Sheet 4 of 6

Being a redivision of Outlot 1, Outlot 2 and part of Lot 2 of Volume 54, Certified Survey Maps, Page 312, Map No. 7902; Lot 1 of Volume 14, Certified Survey Maps, Page 231, Map No. 2868; Lot Seven (7) and part of Lot Eight (8), Block Eighteen (18), Original Plat of De Pere, and vacated Charles Street and public alley

CITY OF DE PERE, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, John R. Stigler, registered land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

Being a redivision of Outlot One (1), Outlot Two (2) and part of Lot Two (2) of Volume 54, Certified Survey Maps, Page 312, Map Number 7902; Lot One (1) of Volume 14, Certified Survey Maps, Page 231, Map Number 2868; Lot Seven (7) and part of Lot Eight (8), Block Eighteen (18), Original Plat of De Pere, and vacated Charles Street and public alley, all being in the City of De Pere, Brown County, Wisconsin more particularly bounded and described as follows: Commencing at Brown County ID Point #30R16.3; thence North 64°16'09" West 501.87 feet along the line that connects said ID Point #30R16.3 to Brown County ID Point #30R14.1; thence North 44°21'35" West 1682.44 feet; thence North 00°38'17" East 360.27 feet; thence North 89°21'02" West 77.37 feet to the northeast corner of said Outlot 1, Certified Survey Map Number 7902 and the place of beginning of the land hereinafter to be described; thence northeasterly 171.07 feet along the arc of a curve, radius of 207.50 feet, center lies to the west, chord bears North 26°38'00" East, 166.26 feet; thence North 00°38'17" East 30.65 feet; thence North 89°21'02" West 104.10 feet; thence South 00°36'59" West 38.11 feet; thence North 89°21'02" West 146.80 feet; thence South 00°28'30" West 82.00 feet; thence South 21°55'17" East 51.09 feet; thence southeasterly 78.99 feet along the arc of a curve, center lies to the northeast, chord bears South 51°07'15" East 75.62 feet; thence easterly 75.86 feet along the arc of a curve, center lies to the north, chord bears North 78°58'55.5" East 74.22 feet; thence North 58°17'04" East 3.20 feet; thence northeasterly 29.09 feet along the arc of a curve, radius of 207.50 feet, center lies to the northwest, chord bears North 54°16'06" East 29.07 feet to the place of beginning. Containing 39,007 square feet (0.8955 acres) of land.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the City of De Pere in surveying, dividing and mapping the same.

John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S-1820
Revised this 7th day of May, 2013

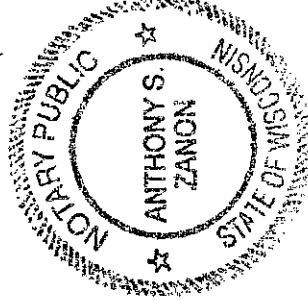
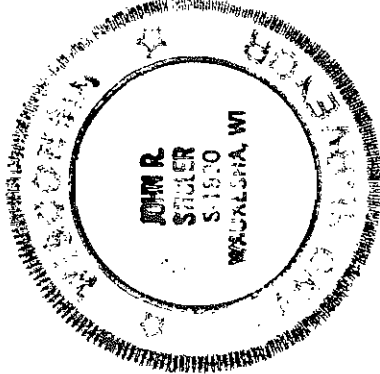
Revised this 15th day of May, 2013
Revised this 28th day of May, 2013

STATE OF WISCONSIN)^{ss}
WAUKESHA COUNTY)

The above certificate subscribed and sworn to me this 12th day of December, 2012.

My commission expires July 21, 2013.

Anthony S. Zanon
ANTHONY S. ZANON – NOTARY PUBLIC



OWNERS: MIDLAND (WISCONSIN/BROADWAY) ASSOCIATES,
A WISCONSIN LIMITED PARTNERSHIP

Instrument drafted by John R. Stigler

P. S. MISCELLANEOUS 25



(262) 542-8200

CERTIFIED SURVEY MAP NO.

Sheet 5 of 6

Being a redivision of Outlot 1, Outlot 2 and part of Lot 2 of Volume 54, Certified Survey Maps, Page 312, Map No. 7902; Lot 1 of Volume 14, Certified Survey Maps, Page 231, Map No. 2868; Lot Seven (7) and part of Lot Eight (8), Block Eighteen (18), Original Plat of De Pere, and vacated Charles Street and public alley

CITY OF DE PERE, BROWN COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE:

MIDLAND (WISCONSIN/BROADWAY) ASSOCIATES, a Wisconsin Limited Partnership, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said partnership caused the land described on this map to be surveyed, divided and mapped as represented on this map. We also certify that this Certified Survey Map is required to be submitted to the following for approval: City of De Pere

IN WITNESS WHEREOF, the said MIDLAND (WISCONSIN/BROADWAY) ASSOCIATES, a Wisconsin Limited Partnership has caused these presents to be signed by STEVEN J. ROLFE, PRESIDENT, of MIDLAND (WISCONSIN/BROADWAY), Inc., its General Partner this _____ day of _____, 2013.

MIDLAND (WISCONSIN/BROADWAY) ASSOCIATES,
a Wisconsin Limited Partnership
By: MIDLAND (WISCONSIN/BROADWAY), Inc., its
General Partner

STEVEN J. ROLFE, PRESIDENT

STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

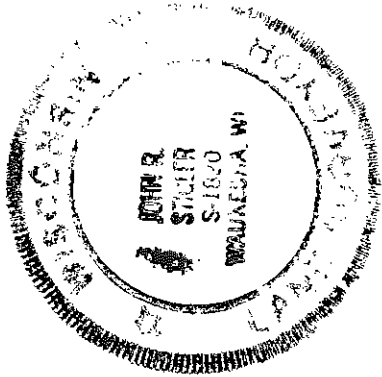
Personally came before me this _____ day of _____, 2013, the above named STEVEN J. ROLFE to me known to be the PRESIDENT of MIDLAND (WISCONSIN/BROADWAY), Inc., and the person who executed the foregoing instrument and acknowledged the same.

My commission expires _____

NOTARY PUBLIC –

John R. Stigler

JOHN R. STIGLER - Wis. Reg. No. S-1820
Dated this 12th day of December, 2012
Revised this 7th day of May, 2013
Revised this 15th day of May, 2013
Revised this 28th day of May, 2013



OWNERS: MIDLAND (WISCONSIN/BROADWAY) ASSOCIATES,
A WISCONSIN LIMITED PARTNERSHIP

Instrument drafted by John R. Stigler

CERTIFIED SURVEY MAP NO.

Sheet 6 of 6

Being a redivision of Outlot 1, Outlot 2 and part of Lot 2 of Volume 54, Certified Survey Maps, Page 312, Map No. 7902; Lot 1 of Volume 14, Certified Survey Maps, Page 231, Map No. 2868; Lot Seven (7) and part of Lot Eight (8), Block Eighteen (18), Original Plat of De Pere,

and vacated Charles Street and public alley

CITY OF DE PERE, BROWN COUNTY, WISCONSIN

CONSENT OF MORTGAGEE:

JOHNSON BANK, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this map and does hereby consent to the above certificate of MIDLAND (WISCONSIN/BROADWAY) ASSOCIATES, a Wisconsin Limited Partnership and MIDLAND (WISCONSIN/BROADWAY), Inc., its General Partner.

JOHNSON BANK

BY: _____

STATE OF WISCONSIN)ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ the _____ of JOHNSON BANK, for and behalf of said corporation.

My commission expires _____

NOTARY PUBLIC - _____

CITY BOARD APPROVAL CERTIFICATE:

Approved by the City of De Pere this _____ day of _____, 2013.

SHANA L. DEFNET – CLERK/TREASURER

John R. Stigler

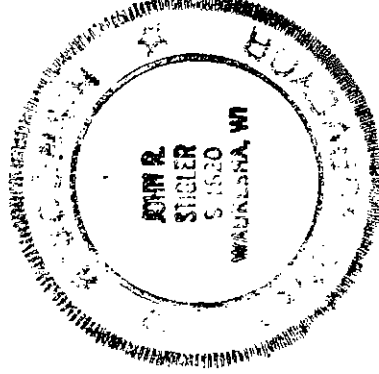
JOHN R. STIGLER - Wis. Reg. No. S-1820

Dated this 12th day of December, 2012

Revised this 7th day of May, 2013

Revised this 15th day of May, 2013

Revised this 28th day of May, 2013



OWNERS: MIDLAND (WISCONSIN/BROADWAY) ASSOCIATES,
A WISCONSIN LIMITED PARTNERSHIP

Instrument drafted by John R. Stigler

P. S. MISCELLANEOUS 25

LICENSE COMMITTEE RECOMMENDATIONS

June 4, 2013
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on June 4, 2013.

1. Renewal Applications submitted for "Class "B" Fermented Malt Beverage License, "Class B" Intoxicating Liquor Licenses, and "Class C" Wine Licenses for the Liquor Licenses for the licensing period July 1, 2013 to June 30, 2014.
2. Application for a Class "B" Beer & "Class B" Liquor License for The Vault, 127 N. Broadway St., De Pere, WI. Submitted by The Vault of De Pere, Inc., Agent: James H. Constine, Jr., 127 N. Broadway St., De Pere, WI 54115.
3. Application for a Class "B" Beer Fermented Malt Beverage License and "Class C" Wine License for Gyro Kabobs, 337 Main Ave., De Pere, WI. Submitted by Gyro Kabobs III, LLC, Agent: Mohammad Mirhashemi, N1862 Lily of the Valley Ct., Greenville, WI 54942.

Respectfully Submitted,

License Committee
Shana Defnet
Clerk-Treasurer

RESOLUTION #13-64

DISALLOWANCE OF CLAIM
(Michael Denis)

WHEREAS, a Notice of Claim and Claim was filed by Michael Denis, 2082 S. Oneida Street, , Green Bay WI, 54304, in the City Clerk's Office on April 15, 2013; and

WHEREAS such Notice and Claim alleges that on March 26, 2013, Mr. Denis sustained damages to the tire on his boat trailer at the Perkofski Boat Launch, 1500 Fort Howard Avenue, with the cost of repairs totaling \$148.28 and

WHEREAS, City staff have reviewed the condition of the subject boat dock at Perkofski Boat Launch and have determined the dock is in good condition without any dangerous or defective protrusion past the edge of the dock and nothing is needed to correct to prevent future damage; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier which has determined that there is no evidence the City was negligent in this matter and is not therefore legally responsible to pay for the damage to claimant's tire.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The claim submitted by Michael Denis 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, Michael Denis, as a Notice of Disallowance.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of May,
2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

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



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

May 2, 2013

Michael Denis
2082 S Oneida St.
Green Bay WI 54304

Claimant: Michael Denis
Claim Number: P 346-047971-01
Customer: City Of DE Pere
Date of Loss: 03/26/2013

Dear Michael Denis:

After consideration of your claim, I have concluded that our insured is not responsible for this accident. We are denying your claim based on no legal liability.

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

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

Please feel free to contact me if you have any questions. You can reach me at extension 35614.

Sincerely,

SAMUEL KUBLY
ASSOCIATE CLAIMS CASE MGR I

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: 3-26-13 about 1:00 pm
2. Location of Incident: De Pere Fairgrounds
3. Name of Injured Person/Owner of Damaged Property: Michael Denis
(Age if Minor:)
4. Address: 2082 S. Oneida Street
5. Telephone Number: (H) 920-405-9215 (C) (W)
6. Please give a detailed description of the incident (use back of form if necessary):
Backed boat down on land felt it and heard something
pulled boat out and tire was popped, shaft is sticking
out on dock. Don M. said they will be doing something
to eliminate problem. I suggested to put a cap on end, but
know looking at it it should probly be cut off and →
7. Total Amount of Claimed Damages: \$ 148.28 (Attach itemized statements/bills)
8. Witness name, address and telephone number: Karl 920-883-8035

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

4-15-13
Date

Michael L. Denis
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

tire 98.28
labor 50.00
\$ 148.28

Michael L. Denis
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

City of

put a cap on end. Don M. is from De Pere.
Karl my witness heard the tire pop he was sitting
in his boat ~~by~~ the next dock. (pictures of dock
and tire)

Shana please send other pictures with this
sheet please thank you.



CUSTOMER COPY
POMP'S TIRE SERVICE, INC.

REMITTANCE ADDRESS:
POMP'S TIRE SERVICE, INC.
ATTN: AP DEPARTMENT
P.O. BOX 1630
GREEN BAY, WI 54305-1630

POMP'S TIRE-ASHWAUBENON
1203 LOMBARDI AVE

INVOICE #: 50004653

GREEN BAY, WI 54304

PAGE: 1

920/497-2526

CUSTOMER: MICHAEL DENNIS

482

CREATED BY KKS

VEHICLE: LOOSE

SALESMAN: KELLY STORM

LICENSE: NO-VEHICLE

INVOICE DATE: 03/27/13

TERMS: DUE ON DELIVERY

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
ST215/75R14/6 TOWMAX RADIAL ST MAXC38		1	83.16		83.16
PASSENGER SPIN BALANCE PBAL	505	1.00	10.00		10.00

MERCHANDISE: 83.16
LABOR: 10.00
SALES TAX: 5.12
INVOICE TOTAL: 98.28

CASH

100.00

CHANGE RETURNED

1.72

LUG NUTS SHOULD BE RETORQUED BETWEEN 50 AND 100 MILES PLEASE. THANK YOU!!!

Signature _____

Printed Name _____

Note on Back

A finance charge of 1.5% per month (18% APR) will be added to the unpaid balance after 30 days.

CUSTOMER ESTIMATE SELECTION

You are entitled to the price estimate on the repairs you have authorized. This repair price may be less than the estimate but will not exceed the estimate without your permission. Your signature will indicate your estimate selection.

1. I request an estimate in writing before you begin repairs. _____

2. Please proceed with repairs but call me before continuing if price will exceed \$ _____

3. I do not want an estimate

Do you want the reduced price you are entitled to? ☐ YES ☐ NO

☐ This vehicle received no hint fees to face customer contact.

ESTIMATED PRICE OF REPAIRS
\$ _____

I hereby authorize the below repair work to be done along with necessary materials. You and your employees may operate vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on vehicle to secure the amount of repairs thereto. You and I will be each responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident, damage from freezing due to lack of anti-freeze or any other cause beyond your control.

CUSTOMER SIGNATURE X _____

ADDITIONAL WORK AUTHORIZED BY: _____

DATE TIME A.M. P.M. NO. CALLED NAME NEW ESTIMATE

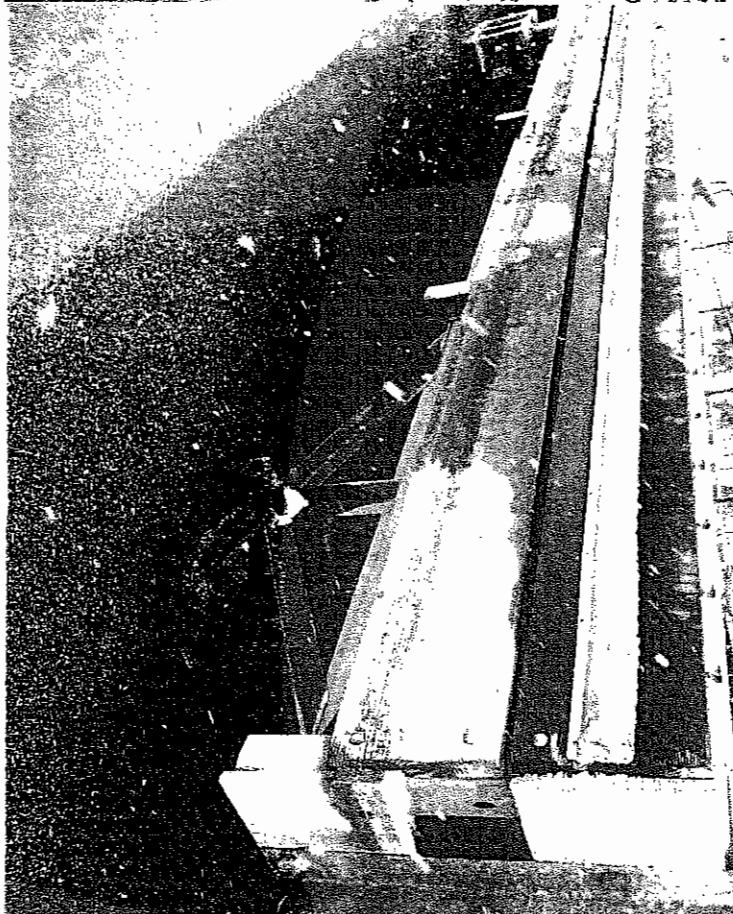
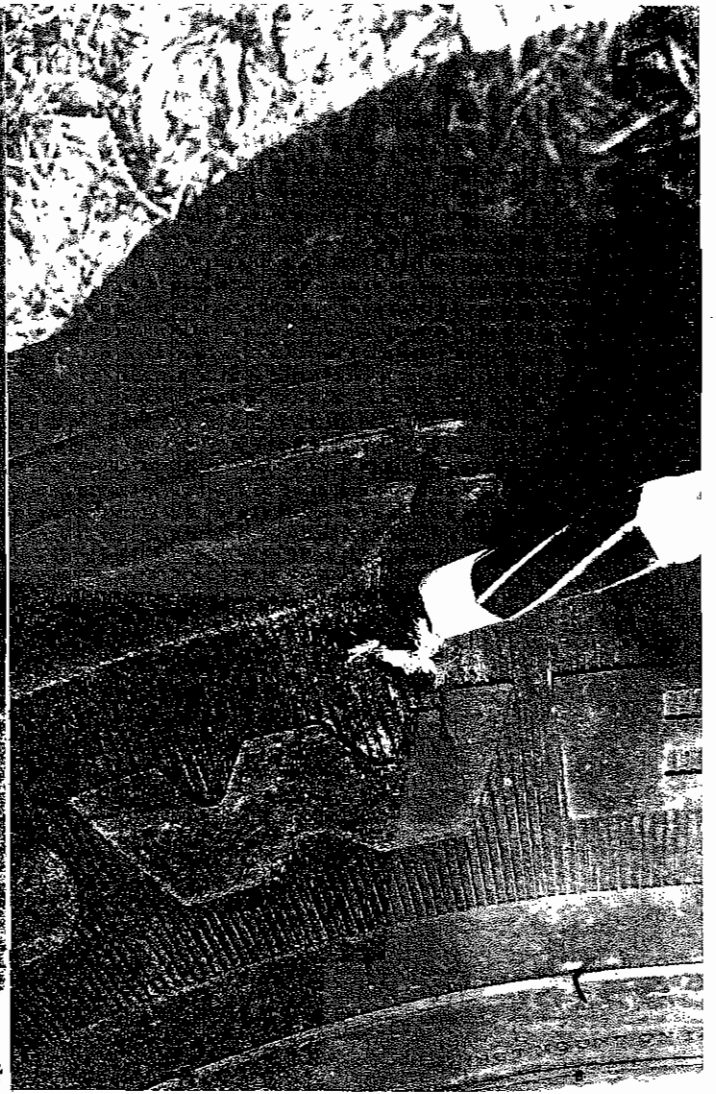
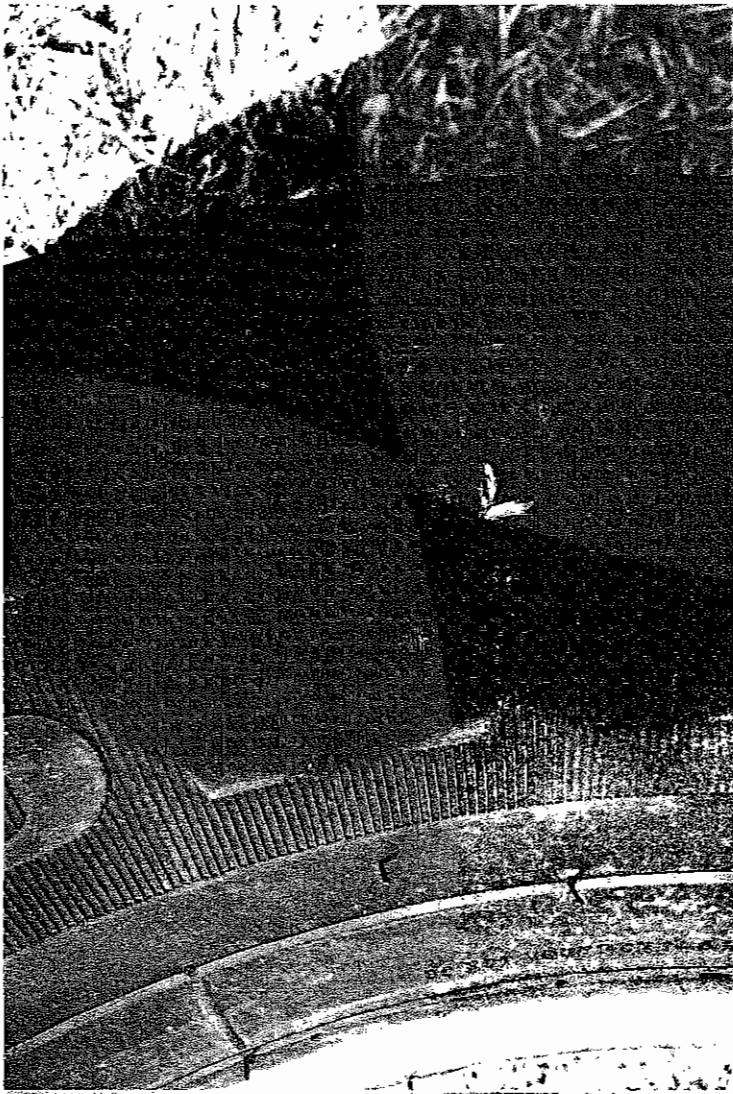
DePere Parks;

On 3-26-13 I docked my boat at the fair grounds, when I backed up the shaft from the wheel ^{on the dock} is sticking out and popped my boat trailer tire. When I got done fishing I left my boat by the dock to go home to make calls to get a tire, nobody that was open had a tire. Just by luck my son had a rim that the size rim lug holes was right to get boat home. The next day got a replacement from Pamp's and put tire on myself. I feel you owe me for a tire your dock blew it out plus labor. I use these dock a lot and also get a yearly county sticker. Call if any questions.

Tire replacement on front. Home - 920-405-9215

Attn: Don M. Made a suggestion to put some kind of cap on each end to help with problems.

Michael Denis
2082 S. Oneida St.
Green Bay WI. 54304



RESOLUTION #13-65

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN PROPERTY LOCATED ON GLORY ROAD BETWEEN
THE CITY OF DE PERE AND JAKE VENTURES, LLC

WHEREAS, City owns certain property within its corporate limits at 710 Glory Road and wishes to obtain development on such property; and

WHEREAS, Jake Ventures, LLC desires to enter into an agreement to purchase such property (Parcels WD-74 and a portion of WD-D0230) totaling approximately 1.64 acres of developable property for the purpose of development on that site; 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 such Agreement Regarding the Sale and Purchase of Certain Property as is attached as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

**AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN PROPERTY LOCATED ON GLORY ROAD
BETWEEN THE CITY OF DE PERE AND JAKE VENTURES, LLC
(710 Glory Road)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Jake Ventures, LLC, a Wisconsin Limited Liability Company ("Developer").

RECITATIONS

WHEREAS, City owns certain property within its corporate limits at 710 Glory Road and wishes to obtain development upon such property; and

WHEREAS, Developer desires to enter into an agreement to purchase such property (Parcels WD-74 and a portion of WD-D0230) totaling approximately 1.64 acres of developable property for the purpose of development on that site; and

WHEREAS, 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 undersigned hereby agree as follows:

I. PURCHASE OF REAL ESTATE. Subject to the conditions set forth below, Developer agrees to purchase, and City agrees to sell, the approximate 1.64 acres of real estate, identified as "Lot 1" on the Certified Survey Map attached hereto and incorporated by reference as Exhibit A. "Lot 1" is hereafter referred to as the "Subject Property".

A. Purchase Price. The purchase price for the Subject Property shall be \$43,577.00 (Forty Three Thousand Five Hundred Seventy Seven Dollars). Developer has deposited with City earnest money in the amount of \$1,000 which shall be credited to Developer at closing. If Developer fails to close on the purchase of the Subject Property

for any reason other than the City's failure to meet the contingencies of purchase as set forth in paragraph I.C., such earnest money shall be forfeited.

B. Municipal Improvements and Utilities. The purchase price includes payment for all municipal improvements in place in Glory Road right-of-way adjacent to the Subject Property, consisting of concrete pavement, curb and gutter, lighting, electrical, gas, water, sanitary sewer and storm sewer. No assessment will be made to the Subject Property for these public improvements. This paragraph shall not limit the City's ability to assess the Subject Property for future public improvements to the property. While water, sanitary sewer, storm sewer, electric and gas are readily available to the Subject Property in the Glory Road right-of-way, the purchase price is not intended to and expressly does not include the cost of extending such utilities from their location in Glory Road right-of-way location onto the Subject Property.

C. Contingency of Sale. Developer's obligation to purchase the Subject Property is contingent upon City rezoning the Subject Property from General Industrial District (I-3) to General Business District (B-2). Should City fail to so rezone the Subject Property, Developer may withdraw its offer to purchase and cancel this Agreement without forfeit of earnest money.

II. CLOSING PROCEDURE. Closing shall take place on or before July 31, 2013, at De Pere City Hall unless the parties otherwise agree in writing.

A. Evidence of Title/Title Defects. 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 seven (7) 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 endorsement showing title to the property to be marketable. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this agreement or reschedule the closing at its option.

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

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

1. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.
2. Easements of record provided the same do not restrict or interfere with the intended use of the property.
3. Environmental and site condition representations in the Agreement.
4. Development obligations in this Agreement.

D. Access Prior to Closing. City shall permit Developer access to the Subject Property 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 American Blvd. or interest of any of the above referenced persons occasioned as a result of Developer's 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 WARRANTIES AND INDEMNITIES.

A. Environmental Condition. Developer acknowledges that City has not had an environmental assessment or audit performed on the Subject Property and that the City makes no representations or warranties whatsoever regarding the same. Developer acknowledges and agrees that it is purchasing the Subject Property in an "as is" condition without any environmental representations or warranties.

B. Flood Plain. The City has identified portions of the Subject Property as within flood plain limits. Further, Developer has been provided a copy of City's wetland delineation report regarding property adjacent to the Subject Property.

C. Site Conditions. City has disclosed to Developer that the site condition of the Subject Property includes the existence of unexcavated concrete. Attached as Exhibit B-1 are elevations of the site prior to the Wisconsin Department of Transportation removal of improvements and re-grading in 2010. Attached as Exhibit B-2 are elevations of the site after such demolition and grading. The City expressly discloses that it has not performed soil boring tests or other site condition testing to determine the exact location or depth of this concrete or existence of other site conditions. Developer acknowledges that it has the opportunity under paragraph II.D. above to access the Subject Property and perform its own site examination and testing. Developer further acknowledges that it is purchasing the Subject Property "as is" and subject to with full knowledge of the City's

representations concerning the condition of the site.

D. Indemnification and Hold Harmless. Developer acknowledges that the sale price as set forth in this agreement is considerably lower than comparable property in the area and further that such price has been set by City based, in part, upon Developer's assumption of any and all liability for site condition costs.

IV. POST CLOSING CONTINGENCIES.

A. Site Plan. Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities, erosion control, etc. . . .), accessory building or structures, and any other information related to the construction and appearance of the site and initial building and any accessory buildings or structures thereon which may be reasonably required by City. Said plan shall be submitted to City for approval not more than six (6) months after the date of closing on the purchase of the Subject Property (the "Closing") and prior to any construction. Approval and review of such plan shall be based on the City's Planning and Development Standards and may be subject to additional reasonable conditions imposed at the discretion of the City.

B. Developer to Substantially Improve. Developer shall substantially develop the initial building and improvements on the Subject Property in accordance with the plan submitted to the City within twelve (12) months of the closing of the Subject Property. 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 discretion of City.

C. Assignment. Developer may not assign title or interest to the Subject Property without the proper written consent of City, which shall not be unreasonably withheld.

V. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this contract 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 contract, 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 contract 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.

VI. 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 Developer:

Jake Ventures, LLC
c/o James Hokanson
2016 South Point Road
Green Bay, WI 54313

2. If to City:

City of De Pere
Attn: City Clerk-Treasurer
335 South Broadway
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.

JAKE VENTURES, LLC

CITY OF DE PERE

Print Name:
Title:

Michael J. Walsh, Mayor

Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2013, the above
named _____ and
_____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Personally came before me this ____
day of _____, 2013, 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:_____

Notary Public:
My Commission expires:_____

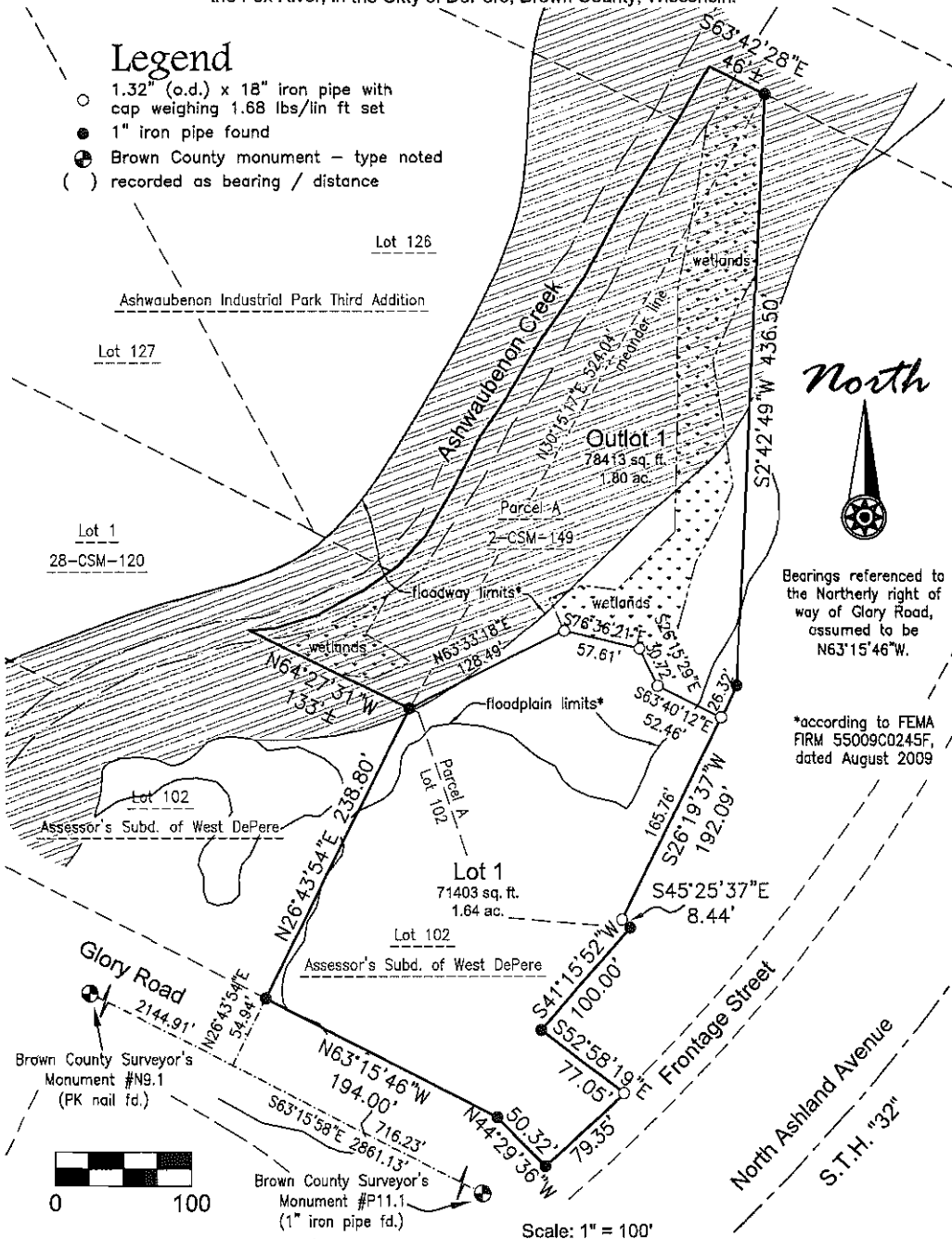
Drafted by: Judith Schmidt-Lehman
H:\jdupont\Agreements\2013\Sale & Purchase (Jake Ventures) 4-13-139-001-13.docx

Certified Survey Map

A retracement and depiction of the lands described in Document Numbers 643134 & 2458931, Brown County Records, excepting Document Number 2458484, Brown County Records, said lands being part of Parcel A, Volume 2, Certified Survey Maps, page 149, Document Number 641176, Brown County Records, and part of Lot 102 of the recorded "Assessor's Subdivision of West DePere", all being in part of Private Claim 27, West Side of the Fox River, in the City of DePere, Brown County, Wisconsin.

Legend

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



Bearings referenced to the Northerly right of way of Glory Road, assumed to be N63°15'46"W.

*according to FEMA FIRM 55009C0245F, dated August 2009

Client: City of DePere
Tax Parcel: WD-74 & WD-D0230
Drafted By: BAR
File: Border CSM 021213.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-6013
Drawing No.: L-

RESOLUTION #13-66

AUTHORIZING CONTRACTS FOR CONTRACTOR SERVICES
(Concrete Grinding and Mudjacking)

WHEREAS, the City is in need of concrete grinding and mudjacking services for the 2013 construction season; and

WHEREAS, Raise Rite Concrete Lifting, Inc. has available and offers to provide personnel and equipment necessary to accomplish the concrete grinding services, subject to the terms and conditions of the Contract for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, Badger Concrete Lifting has available and offers to provide personnel and equipment necessary to accomplish the mudjacking services, subject to the terms and conditions of the Contract for Contractor Services, attached hereto and incorporated by reference as Exhibit 2; and

WHEREAS, the Board of Public Works has reviewed such Contracts and recommends their approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Contracts for Contractor Services as are attached hereto (Exhibits 1 and 2).

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 4th day of June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND RAISE RITE CONCRETE LIFTING, INC.
(Concrete Grinding)**

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, ("City"), and Raise Rite Concrete Lifting, Inc. ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City's Request for Proposals and Addendum No. 1, Project 13-19A, Concrete Grinding Sidewalk, attached and incorporated as Exhibit A. Such work shall be done in conformance with the Special Provisions identified in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos
- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability

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

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$2,000,000 per person/per accident

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

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability:

Worker's Compensation \$500,000 per employee or per disease
Employers' Liability \$1,000,000

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. Section 19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

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

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

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

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes

before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Raise Rite Concrete Lifting, Inc.
Attn: Carla DeRosier
1202 Woodview Lane
Manitowoc, WI 54220

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

RAISE RITE CONCRETE LIFTING, INC.

By:

CITY OF DE PERE

By:

Name: _____
Title: _____

Michael J. Walsh, Mayor

Name: _____
Title: _____

Shana L. Defnet, Clerk-Treasurer

Approved as to Form:

City Attorney

H:\dupont\Agreements\2013\Raise Rite - Concrete Grinding 5-13-161-01-12.docx

CITY OF DE PERE - BOARD OF PUBLIC WORKS

REQUEST FOR PROPOSALS

PROJECT 13-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

Proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, May 2, 2013.**

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The City of De Pere reserves the right to reject any or all bids, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Board of Public Works
City of De Pere
Karen M. Heyrman, P.E.
Assistant City Engineer
(920) 339-4061

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 13-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	100*	\$ _____.	\$ _____.
2) Grinding of sidewalk wider than five (5) feet wide	LF	**	\$ _____.	
			TOTAL	\$ _____.

*Estimate, final totals determined in field

**Informational price

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____

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

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 13-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2013 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. CONCRETE GRINDING SPECIFICATION

Description

This special provision describes grinding concrete sidewalk to remove trip hazards.

A. Materials

Perform grinding using dry, vertical carbide grinding equipment that will leave a non-slip surface.

B. Construction

Perform grinding so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces will not be smooth or polished and have a coefficient of friction of not less than 0.30.

Perform grinding so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete will remain untouched by the grinding process without scars or damage.

The finished slope will be a maximum of 8:1 per attached details.

The City will provide a list of the job site addresses.

C. Measurement

The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

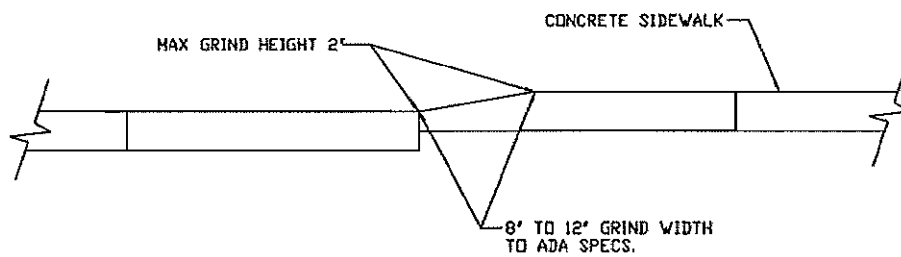
<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH
2) Grinding of sidewalk wider than five (5) feet wide	LF

Payment is full compensation for furnishing all materials; mobilizing to site; grinding; clean up; removing all excess debris, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

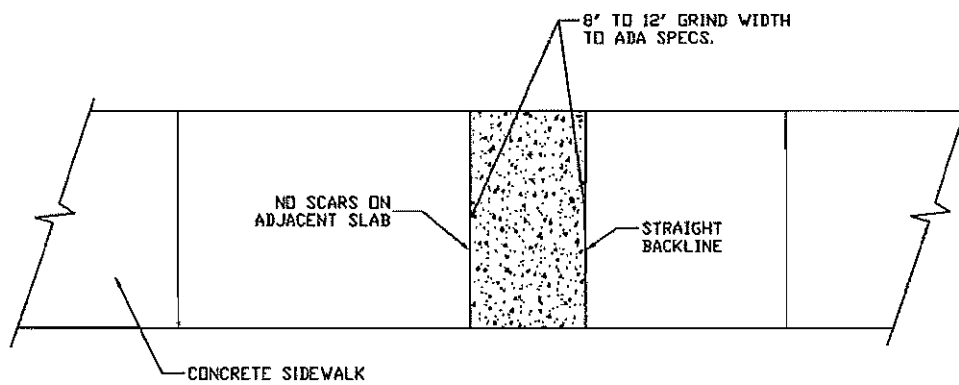
3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress.

The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor on June 19, 2013. Start date is July 1, 2013.



SIDE VIEW



TOP VIEW

CONCRETE SIDEWALK GRINDING DETAIL	
REF. SEC.	DETAIL NO. GRINDING DETAIL

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Consultant").

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

II. SCOPE OF CONSULTANT SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the author or 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.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

In addition to providing drawings, specifications and other documents in the printed form (also known as hard copies), Consultant shall provide to City these documents in the following electronic forms: _____ at no additional cost to the City. Copies of Documents that may be relied upon by the City are limited to the printed copies that are signed or sealed by the Consultant. Electronic files that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

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

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

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records.

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

Charges for reimbursable costs determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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.

XI. ALLOCATION OF RISKS

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

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

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

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

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

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

XIV. INTEGRATION

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

XV. JURISDICTION

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

XVI. SUSPENSION OF WORK

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

XVII. TERMINATION OF WORK

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

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

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

XVIII. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

XIX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

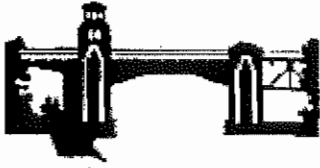
By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Charlene M. Peterson, Clerk-Treasurer

Date: _____

Date: _____



City of De Pere

925 South Sixth Street
DePere, Wisconsin 54115-1199
Phone: 920-339-4061
Fax: 920-339-4071
Cell: 920-639-1019

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

April 17, 2013

ADDENDUM NO. 1
PROJECT 13-19A
SIDEWALK GRINDING

TO: Prospective Bidders

FROM: City of De Pere

Notice is hereby given that the contract documents for the Project 13-19 are amended as hereinafter set forth. If you will be submitting a bid for Project 13-19, you must sign this addendum and include it with your submittal.

This addendum consists of 1 page.

CHANGES TO THE CONCRETE GRINDING SPECIFICATION:

1. Under A. Materials, insert "Grinding can also be performed by saw cutting with flush mounted diamond-tipped blades capable of horizontal cutting to remove the concrete completely to all edges of the walk."

Sincerely,

DEPARTMENT OF PUBLIC WORKS

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

Acknowledged by:

Date:

5/7/13

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 13-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	100*	\$ 40. ⁰⁰ \$ 8.⁰⁰ / yd	\$4,000. ⁰⁰ \$800.⁰⁰ / yd
2) Grinding of sidewalk wider than five (5) feet wide	LF	**	\$ 8. ⁰⁰ / yd	\$4,000. ⁰⁰ \$800.⁰⁰ / yd
			TOTAL	\$800. ⁰⁰ / yd

*Estimate, final totals determined in field

**Informational price

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of Paul R. H.

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

Jim M. Hoffman
(Signature of Bidder)

TITLE ESTIMATOR

Jim Hoffman
Print or Type Name of Bidder

**CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BADGER CONCRETE LIFTING
(Mudjacking)**

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between the City of De Pere, Wisconsin, ("City"), and Badger Concrete Lifting ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete mudjacking services described in the City's Request for Proposals, Project 13-19, Mudjacking, attached and incorporated as Exhibit A. Such work shall be done in conformance with Section 32 01 20 MUD-JACKING of the City's 2013 Construction Specifications, attached and incorporated as Exhibit C. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment
 - (5) Specialized Equipment
 - (6) Contractual Liability

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

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$2,000,000 per person/per accident

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

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability:

Worker's Compensation \$500,000 per employee or per disease
Employers' Liability \$1,000,000

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. Section 19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

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

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

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

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes

before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Badger Concrete Lifting
Attention: Wayne Schoenebeck
535 East Mission Road
Green Bay, WI 54301

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

BADGER CONCRETE LIFTING

By:

Wayne Schoenebeck, Owner

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

Approved as to Form:

City Attorney

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CITY OF DE PERE - BOARD OF PUBLIC WORKS
REQUEST FOR PROPOSALS
PROJECT 13-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

Proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, May 2, 2013**

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The City of De Pere reserves the right to reject any or all bids, to waive any informalities in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Board of Public Works
City of De Pere
Karen M. Heyrman, P.E.
Assistant City Engineer
(920) 339-4061

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 13-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100*	\$_____.____	\$_____.____
SD-02 Mud-Jacking Sidewalk	SF	1200*	\$_____.____	\$_____.____
TOTAL				\$_____.____

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____

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

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 13-19

MUDJACKING - CURB & GUTTER

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2013 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. MUD-JACKING.

A. See Attached Section 32 01 20 Mud-Jacking.

B. The unit price for Mud-Jacking work includes:

1. Traffic Control
2. Provide grout holes
3. Provide and install grout
4. Clear grout holes and seal with cement

C. Measurement

The City will measure Mud-jacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SD-01	Mud-Jacking, Curb & Gutter	LF
SD-02	Mud-Jacking, Sidewalk	SF

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress. The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor on June 19, 2013. Start date is June 24, 2013.

CITY OF DE PERE - BOARD OF PUBLIC WORKS
 SCHEDULE OF PRICES
 PROJECT 13-19
 MUDJACKING - CURB & GUTTER AND SIDEWALK
 VARIOUS LOCATIONS

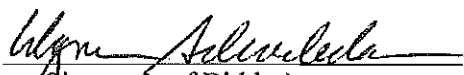
<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100*	\$ <u>4.50</u>	\$ <u>450.00</u>
SD-02 Mud-Jacking Sidewalk	SF	1200*	\$ <u>1.50</u>	\$ <u>1800.00</u>
TOTAL				\$ <u>2250.00</u>

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of BADGER CONCRETE

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


 (Signature of Bidder)

TITLE owner

WAYNE SCHOENEBECK
 Print or Type Name of Bidder

SECTION 32 01 20

MUD-JACKING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Mud-Jacking Concrete
 - 2. Mud-Jacking Hole Restoration
 - 3. Clean-up

1.2 REFERENCES (Not Used)

1.3 SUBMITTALS

- A. Grout mix design.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Certified grout mix shall contain a minimum of 7 percent Portland Cement.

PART 3 – EXECUTION

3.1 MUDJACKING CONCRETE

- A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.
- B. The grout mix will have a consistency stiff enough to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.
- C. The hole size for slab raising operations shall be a minimum of one inch (1”) up to a maximum of two inches (2”) in diameter.

- D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.
- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Engineer.

3.2 MUD-JACK HOLE RESTORATION

- A. All jacking operation holes will be cleared of the grout mix and filled with a stiff 1:3 cement mix, which will be consolidated and finished smooth.
- B. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls.
- C. Prior to placement of the Portland Cement, the surface around the holes shall be damp.

3.3 CLEAN-UP

- A. Slabs raised shall be thoroughly scraped and swept after completion, but prior to patching.
- B. Surrounding grass areas adjacent to slab raising shall be left in a clean, non-debrised condition.

END OF SECTION

RESOLUTION #13-67

AUTHORIZING SUBSCRIPTION AGREEMENT WITH GOVERNMENT OUTREACH, INC.
FOR PUBLIC OUTREACH SOFTWARE

WHEREAS, the City is in need of mobile public outreach software which allows residents to communicate with the City via smart phone or other mobile device; and

WHEREAS, Government Outreach, Inc. is able to provide such mobile software under the terms and conditions of the attached Subscription Agreement, incorporated herein as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Subscription Agreement attached as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin this 4th day of June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**Government Outreach Order Form
De Pere, Wisconsin**

Government Outreach will provide a subscription service to the "Government Outreach Software Service" – a customer support tracking software system maintained by Government Outreach and housed on a computer server procured by Government Outreach for this purpose. Government Outreach will provide Customer access to this service via the internet.

The Software requires information from the customer for setup and configuration as well as participation from the customer in assisting and providing data to Government Outreach for the setup and configuration of the software.

Fees – The fees include a one year subscription of the *GORequest-Lite* CRM Software Service which includes an iPhone application down-loadable from Apple's App Store, an Android application downloadable from Google's play and an employee portal for request access to reported issues. The *GORequest-Lite* CRM Software Service is restricted to 10 users and 10 issue topics with the following capabilities:

GORequest-Lite

- Intranet portal for citizens
- Intranet portal for employees
- iPhone and Android portal
- E-Mail notifications of requests
- Reporting
- Satisfaction surveys
- Google mapping and address validation

Subscription costs are as follows and will begin on May 1, 2013.

<u><i>GORequest-Lite</i> subscription fees</u>	<u>\$1000/year</u>
Total Subscription	\$1000/year

Subscription fees are always paid in advance and are billed annually prior to the expiration of the previous subscription period.

By: _____

Title: _____

Date: _____

By: Kendall Smith

Title: President

Date: _____

GOVERNMENT OUTREACH SUBSCRIPTION AGREEMENT

1. License Grants. Subject to the terms and conditions of this Agreement, Government Outreach grants to Customer during the Term of this Agreement the nontransferable, nonexclusive worldwide right to permit Users to (a) use the Government Outreach Service, (b) print and display the Content, and (c) use the Government Outreach Materials solely in connection with the Government Outreach Service, all solely for Customer's own internal business operations, provided such operations shall not include commercial time-sharing, rental, outsourcing or service bureau use. The rights granted to Customer in this Agreement are subject to all of the following agreements and restrictions: (i) Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Government Outreach Service or the Government Outreach Materials available to any third party other than the authorized Users of Customer, the citizens of Customer and contractors for Customer; (ii) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Government Outreach Service or Government Outreach Materials or access the Government Outreach Service or Government Outreach Materials in order to build a similar or competitive product or service; (iii) Customer shall not disclose any review of the Government Outreach Software or Government Outreach Service, including but not limited to the results of any performance tests, to any third party without Government Outreach's prior written approval except where required by the California Public Records Act (Gov. Code sections 6250, et. Seq.); (iv) Customer acknowledges and agrees that Government Outreach or its Third Party Providers shall own all right, title and interest in and to all intellectual property rights (including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof) in the Government Outreach Service and the Government Outreach Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Government Outreach Service or the Government Outreach Materials; (v) Customer does not acquire any rights in the Government Outreach Service or Government Outreach Materials, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted to Customer are reserved by Government Outreach; and (vi) this Agreement is not a sale and does not convey any rights of ownership in or related to the Government Outreach Service or Government Outreach Materials to Customer.

2. Licenses from Customer. Subject to the terms and conditions of this Agreement, Customer grants to Government Outreach and its Third Party Providers the non-exclusive, worldwide right to use, copy, transmit and display (a) Customer Data solely to the extent necessary to provide the Government Outreach Service and Government Outreach Materials to Customer, and (b) any trademarks that Customer provides Government Outreach for the purpose of including them in Customer's user interface of the Government Outreach Service ("Customer Trademarks"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data and information regarding Customer and Customer's Users.

3. Third Party Providers. All materials and services provided through the Government Outreach Service, as well as any Government Outreach Materials, including but not limited to information, documents, products, logos, graphics, sounds, images, software, and consulting, training or technical support services are provided either by Government Outreach or by its respective third party manufacturers, authors, developers, vendors, and service providers ("Third Party Providers") and are the copyrighted work of Government Outreach and/or its Third Party Providers. Except where expressly provided otherwise by Government Outreach, nothing in the Government Outreach Service, the Government Outreach Materials, or the Agreement shall be construed to confer any license to any of Government Outreach's or any Third Party Provider's intellectual property rights, whether by estoppel, implication, or otherwise. Government Outreach reserves the right to subcontract any or all services provided hereunder to third parties.

4. Term and Termination. Except as otherwise provided in an Order Form, this Agreement becomes effective on the date the Agreement is accepted and continues until termination in accordance with this section 4. In the event of any breach of this Agreement by either party, other than Customer's failure to make payment as set forth herein, the non-breaching party shall have the right to terminate this Agreement

for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail and, if Government Outreach is the non-breaching party, Government Outreach may terminate Customer's password, account, access to or use of the Government Outreach Service. Notwithstanding the foregoing, Government Outreach reserves the right, in its discretion, to suspend or terminate this Agreement or Customer's password, account, access to or use of to the Government Outreach Service if any payment on Customer's account becomes 30 days past due. Upon termination of this Agreement for any reason, Customer's right to access or use Customer Data through the Government Outreach Service immediately ceases. At Customer's request upon termination of this Agreement, provided Customer is not in breach of the Agreement, Government Outreach will make available to Customer a file of the Customer Data then in its possession. After a period of 30 days after such termination, Government Outreach shall have the right to delete the Customer Data without obligation to maintain or forward any Customer Data. Customer agrees that the license to Customer Data shall survive termination of this Agreement to the extent necessary for Government Outreach to retain Customer Data as set forth herein. Government Outreach reserves the right to withhold, remove and/or discard Customer Data immediately upon notice to Customer in the event of any breach of this Agreement by Customer, including, without limitation, non-payment. Customer may terminate this Agreement, for any reason, within 30 days of written notice of intent to terminate.

4.1 Wisconsin Public Records Compliance. Government Outreach acknowledges that Customer records regarding this Agreement, including Customer data, constitute contractor records under Wisconsin Public Records Law [Wis. Stats. §19.36(3)] and Government Outreach agrees to comply with such public records requirement pertaining to those records. To that end, within 10 business days of a written request of Customer, Government Outreach shall forward to Customer any Customer records maintained by it which are requested by Customer. Such records shall be in the format requested provided such records are kept and maintained in that format.

5. Representations & Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement. Government Outreach represents and warrants that (a) it will provide the Government Outreach Service in a manner consistent with generally accepted industry standards, (b) the Government Outreach Service will perform substantially in accordance with its online documentation under normal use and circumstances, and (c) the Services will be performed in a manner consistent with generally accepted industry standards.

6. Disclaimer of Warranties. Except for the express warranties set forth in section 5 above, Government Outreach and its third party providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the government outreach service, the government outreach materials, and the services including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of service, except to the extent that such disclaimers are held to be legally invalid. Government outreach and its third party providers make no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the government outreach service, the government outreach materials, or the services or the results customer may obtain by using the government outreach service, the government outreach materials, or the services. Without limiting the generality of the foregoing, government outreach and its third party providers do not represent or warrant that (a) the government outreach service or government outreach materials will meet customer's requirements; (b) the government outreach service or government outreach materials will operate in combination with other hardware, software, systems or data; (c) government outreach and its third party providers will be able to prevent third parties from accessing customer data or customer's confidential information, (d) the operation or use of the government outreach service or government outreach materials will be timely, secure, uninterrupted or error-free; (e) any errors will be corrected; (f) any stored customer data will be accurate or reliable, (g) the quality of any products, services, information, or other material customer purchases or obtains through the government outreach service will meet customer's requirements; or (h) the government outreach service, government outreach materials, or the systems that make the service available are free of viruses or other harmful components. Customer acknowledges that neither government outreach nor its third party providers controls the transfer of data over communications facilities, including the internet, and that the government outreach service and government outreach materials may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Government outreach is

not responsible for any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by government outreach, the government outreach service, government outreach materials, and all content, including but not limited to the government outreach software, are provided to customer on an "as is" basis, and are for commercial use only. Customer assumes all responsibility for determining whether the government outreach service, government outreach materials and all content is accurate or sufficient for customer's purposes.

7. Limitation of Liability. In no event shall the aggregate liability of either party or the third party providers exceed the total amounts actually paid by and/or due from customer in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall either party or the third party providers be liable to anyone for any indirect, punitive, special, exemplary, incidental, or consequential damages, or for any damages for loss of data, revenue, profits, use or other economic advantage, arising out of, or in any way connected with this agreement, including but not limited to the use or inability to use the government outreach service, or for any interruption, inaccuracy, error or omission in the government outreach service, the government outreach materials, or the services, regardless of cause, whether in an action in contract or negligence or other tortious action, even if the party from which damages are being sought or the third party provider have been previously advised of the possibility of such damages. The limitation of liability set forth in this section 7 shall not apply in the event of customer's breach of section 1, to either party's indemnity obligations set forth in section 8 below, or in the event of either party's breach of section 9 below. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to customer.

8. Indemnities. Customer shall defend and indemnify Government Outreach and its Third Party Providers against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) finally awarded against Government Outreach and its Third Party Providers by a court of competent jurisdiction arising out of or in connection with a claim by a third party (i) alleging that the Customer Data or the Customer Trademarks, or any use thereof, infringes the rights of, or has caused harm to, a third party, or (ii) arising out of Customer's breach of Section 10; provided that Government Outreach and/or its Third Party Providers (i) promptly give written notice of the claim to Customer; (ii) give Customer sole control of the defense and related settlement negotiations; (iii) provide to Customer, at Customer's request and expense, all available information and assistance necessary to perform Customer's obligations under this paragraph. Government Outreach shall defend and indemnify Customer against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) finally awarded against Customer by a court of competent jurisdiction arising out of or in connection with a claim by a third party alleging that the Government Outreach Software directly infringes a patent, copyright, or trademark or misappropriates a trade secret of a third party; provided that Customer (i) promptly give written notice of the claim to Government Outreach; (ii) give Government Outreach sole control of the defense and related settlement negotiations; (iii) provide to Government Outreach, at Government Outreach's request and expense, all available information and assistance necessary to perform Government Outreach's obligations under this paragraph. Government Outreach shall have no indemnification obligation or other liability for any claim of infringement arising from (a) use of the Government Outreach Software other than in accordance with this Agreement; (b) the combination of the Government Outreach Software with any other products, service, hardware or business process(s); or (c) any Content or third party software products. If the Government Outreach Software or any portion of the Government Outreach Service is held to infringe or may be infringing, Government Outreach shall have the option, at its expense, to (x) replace or modify the Government Outreach Software or Government Outreach Service to be non-infringing, (y) obtain a license for Customer to continue using the Government Outreach Software or Government Outreach Service, or (z) terminate the Government Outreach Service or this Agreement and refund any prepaid unused fees for the Government Outreach Service. This Section 8 states Government Outreach's entire liability and Customer's exclusive remedy for any claim of infringement.

9. Confidential Information. Each party may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Customer's Confidential Information shall include, but not be limited to, Customer Data. A party's

Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information. The parties agree to use all reasonable care to prevent disclosure of the other party's Confidential Information to any third party. Notwithstanding the foregoing, Customer acknowledges and agrees that Government Outreach may disclose Customer's Confidential Information to its Third Party Providers solely to the extent necessary to provide products or services under this Agreement, provided that Government Outreach has a non-disclosure agreement in place with such Third Party Provider that protects such Confidential Information against disclosure in a manner no less protective than this Agreement. This Section 9 will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that a party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the "responding party") shall first have given sufficient and prompt written notice to the other party of the receipt of any subpoena or other request for such disclosure. Notwithstanding the foregoing obligation of the responding party, nothing in this Section 9 shall limit or restrict the ability of the other party to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information. This Section 9 constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information.

10. Customer's Responsibilities. Customer agrees to comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with use of the Government Outreach Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data. Customer will ensure that any use of the Government Outreach Service by Customer's Users is in accordance with the terms of this Agreement. Customer agrees to notify Government Outreach immediately of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Content. If Customer uses the Government Outreach Service from locations other than the location from which Government Outreach controls and operates the Government Outreach Service, Customer is solely responsible for compliance with all applicable laws including but not limited to the export and import regulations of other countries. Customer acknowledges and agrees that the Government Outreach Service is subject to the U.S. Export Administration Laws and Regulations. Customer agrees that no part of the Government Outreach Service or information obtained through use of the Government Outreach Service, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and Customer must comply with the list as it exists in fact. Customer certifies that neither Customer nor any Users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Customer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Any unauthorized use of the Government Outreach Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. The Government Outreach Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

11. Notices. Government Outreach may give notice by means of a general notice on the Government Outreach Service by written communication sent by first class mail or pre-paid post to Customer's address on record in Government Outreach's account information. Such notice shall be deemed to have been given two days after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending by email or posting to the Government Outreach Service. Customer may give notice to Government Outreach at any time by any of the following: letter sent by confirmed facsimile to Government Outreach at the following fax numbers to the attention of Legal Affairs: fax number 925-292-2768; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Government

Outreach at the following address to the attention of Legal Affairs: Government Outreach, Inc. 2943 Victoria Meadow Ct, Pleasanton California 94566 USA. Such notice shall be deemed to have been given two days after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by confirmed facsimile).

12. No Assignment. Customer may not assign this Agreement without the prior written approval of Government Outreach. Any purported assignment in violation of this section shall be void.

13. Modification to Terms. Any change to the terms and conditions of this Agreement or its policies relating to the Government Outreach Service must be agreed in writing by Government Outreach and the customer.

14. U.S. Government Restricted Rights. Any use of the Government Outreach Service by or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Government Outreach, Inc., 2943 Victoria Meadow Ct, Pleasanton California 94566 USA.

15. General provisions. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Government Outreach Service shall be subject to the exclusive jurisdiction of the state and federal courts located in California. This Agreement, together with any applicable Order Form, represents the parties' entire understanding relating to the use of the Government Outreach Service and supersedes any prior or contemporaneous, conflicting or additional, communications. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. It shall not be deemed a default hereunder and neither party shall be liable for a failure to perform hereunder arising from causes or events beyond the reasonable control of such party including, but not limited to, labor disputes of any kind, acts of God, floods, fires, explosions or storms, transportation difficulties, war, terrorism, or any rule or action of any court, instrumentality or Customer of federal or state or local government. No joint venture, partnership, employment, or Customer relationship exists between Government Outreach and Customer as a result of this Agreement or use of the Government Outreach Service. The failure of Government Outreach to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Government Outreach in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, the term "prevailing party" shall be determined by that same process. Government Outreach reserves the right to assign its right to receive and collect payments hereunder. Any rights not expressly granted herein are reserved by Government Outreach.

16. Definitions

A. "Content" means the audio and visual information, documents, products and services contained or made available to Customer in the course of using the Government Outreach Service, excluding software products.

B. "Customer Data and Customer records" shall mean any data, information or other materials, provided to Government Outreach by Customer in the course of using the Government Outreach Service, excluding identification and other information concerning Customer and Customer's Users.

C. "Customer Care Services" shall mean the Services provided by Government Outreach or Third Party Providers pursuant to Government Outreach's then-current Customer Care Services Policy.

D. "Government Outreach Materials" shall mean any materials provided or disclosed to Customer by Government Outreach or a Third Party Provider (1) in the course of performing Services other than the Government Outreach Service, (2) as part of an online tutorial provided with the Government Outreach Service, or (3) in the course of providing web seminars in which Customer or Customer's Users enroll.

E. "Order Form(s)" means the document confirming Customer's subscription for the Government Outreach Service and any related products or Services, in either electronic or written form. The Order Form will specify the term of the subscription, the applicable fees, the billing period, and other terms. Each such Order Form shall be incorporated into and become a part of this Agreement;

F. "Services" shall mean all services provided by Government Outreach or Third Party Providers under this Agreement, including but not limited to Customer Care Services, but does not include the Government Outreach Service.

G. "Government Outreach" means Government Outreach, Inc., a California corporation, having its principal place of business at 2943 Victoria Meadow Ct., Pleasanton California 94566 USA.

H. "Government Outreach Service" means the online customer relationship management, billing, data analysis, and other subscription services identified as such during the ordering process, including the Government Outreach Software, the Content and the third party software products provided as part of such services, operated and maintained by Government Outreach or its subsidiaries or contractors, accessible via <http://govoutreach.com> or another designated web site or IP address provided to Customer by Government Outreach, to which Customer is being granted access under this Agreement;

I. "Government Outreach Software" means Government Outreach's proprietary software and user interfaces made available to Customer by Government Outreach as part of the Government Outreach Service;

J. "User(s)" means Customer's employees, citizens, representatives, consultants, contractors or agents who are authorized to use the Government Outreach Service and have been supplied user identifications and passwords by Customer or on Customer's behalf;

K. "You" or "Customer" means the individual or legal entity, its directors, officers, affiliates, agents, and employees, as identified in the Order Form.

L. "Commencement of Operation" means first day that the service is used in production by Customer.

M. "Authorized Users of Customer" means Safebuilt employees.

By: _____

Title: _____

Date: _____

MEMORANDUM

CITY OF DE PERE

Date: May 8, 2013
To: Finance/Personnel Committee
From: Peter Smith, Information Technology Administrator
Subj: Government Outreach Software Service

The City of De Pere recently ended the use of a public outreach software module associated with the current website. This module was being used very little by the citizenry to communicate with City departments which may have been due to the module being available online, but not mobile.

The alternative is to use a mobile friendly system. And because we don't want to commit to an expensive system without testing the environment the City can purchase an annual subscription to a lite version of Government Outreach's software service, a mobile customer support tracking system that allows citizens to communicate with city departments via a smart phone or other mobile device. The lite version allows only 10 tracking objects but can be upgraded if and when needed.

The purchase price is \$1,000 for an annual subscription. This amount will be funded by the savings from the discontinued outreach module.

I recommend the City purchase an annual subscription to replace the old outreach module, it will also serve as a cost effective learning platform for future decision making.

RESOLUTION #13-68

AMENDING SECTION 5 OF THE CITY RULES AND REGULATIONS
CONCERNING CREATING, FILLING AND ELIMINATION
OF POSITIONS WITHIN THE CITY'S TABLE OF ORGANIZATION

WHEREAS, the Finance/Personnel Committee has reviewed the current process used for creating, filling and eliminating positions within the City's table of organization; and

WHEREAS, the Committee has reviewed the recommendation of the Human Resources Director to streamline the process as more fully set forth below and recommends approval thereof.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves amending Section 5 of the City Rules and Regulations as follows:

Section 5 Employment of Personnel

Delete current 1st paragraph and replace with the following:

The following processes shall be followed in creating, filling and eliminating positions within the City's table of organization:

New Position: The Finance/Personnel Committee shall approve the creation of and job description for any new position added to the City's table of organization.

Existing Position Accounted for in Current Budget: Any position accounted for in the current budget which becomes vacant shall not be filled until the need for doing so is determined upon review by the City Administrator, the Human Resources Director and the Department Head. If it is determined to fill such position, the Human Resources Director shall move forward with recruiting for the position.

If it is determined that the position should remain vacant, such determination shall be reviewed by the Finance/Personnel Committee.

Eliminating Position: The Finance/Personnel Committee shall review all proposals to eliminate any position within the City's table of organization.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #13-69

AUTHORIZING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DE PERE AND GREEN BAY PACKAGING, INC.

WHEREAS, Green Bay Packaging, Inc. is the owner of Parcel WD-L489-B-2 located at 2275 American Boulevard in the City's Southbridge Business Park; and

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

WHEREAS, Green Bay Packaging, Inc. intends to expand its manufacturing operations on the Property by building an approximate 97,600 square foot addition to its existing facility (the Development); and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of
June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DE PERE
AND GREEN BAY PACKAGING, INC.
(2275 American Boulevard)

THIS DEVELOPMENT AGREEMENT is entered into as of this _____ day of _____, 2013 by and between the City of De Pere, a Wisconsin municipal corporation (City) and Green Bay Packaging, Inc., a Wisconsin corporation (Developer).

RECITALS

A. Developer is the owner of Parcel WD-L489-B-2 located at 2275 American Boulevard in the City's Southbridge Business Park (the Property). A map showing the Property is attached as Exhibit A.

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

C. Developer intends to expand its manufacturing operations on the Property by building an approximate 97,600 square foot addition to its existing facility (the Development) as described in the site plan review and plans approved by the City Plan Commission on February 25, 2013, attached as Exhibit B.

D. The expansion on the site and construction of the Development are consistent with the TID #6 Project Plan and will be beneficial to the City.

E. The Developer's ability to construct the Development is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement.

AGREEMENTS

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

ARTICLE I FACILITY EXPANSION

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

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

C. The 2012 assessed value of the Property is \$10,128,700 (Ten Million One Hundred Twenty Eight Thousand Seven Hundred Dollars). Developer warrants and guarantees that the value of the Property with the Development, as of January 1, 2014 will be \$14,128,700 (Fourteen Million One Hundred Twenty Eight Thousand Seven Hundred Dollars) (the Guaranteed Value). The obligations in this paragraph shall expire upon the termination of the District, not to exceed December 31, 2020.

ARTICLE II CITY OBLIGATIONS

A. The City shall make two grants (collectively, the Project Grants and individually, a Project Grant) totaling \$400,000 to Developer to defray the costs of the development. The aggregate amount of the Project Grants shall be based upon the \$14,128,700 million Guaranteed Value of the Development as of January 1, 2014. The City shall assess the Property in

accordance with the real estate valuation requirements for similar commercial properties under

Wis. Stats. §70.32. The Project Grants are payable on the following schedule:

1. The first Project Grant, in the amount of \$200,000, shall be payable not more than ten days after approval of the footings and foundation by the City Building Inspection Department.
2. The second Project Grant, in the amount of \$200,000, shall be payable not more than ten days after the issuance of a certificate of occupancy for the Development.

ARTICLE III DEVELOPER'S OBLIGATIONS

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

B. For the duration of the life of the District, not to exceed December 31, 2020, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Development or the Property to an entity whereby such sale or lease would cause such portion of the same to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall run with the land and be binding upon all of the Developer's successors and assigns. Developer further agrees that it will place a restriction in any deed or bill of sale conveying the Development and/or the Property during the duration of this Agreement prohibiting any use of

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

C. Developer, for itself and its successors and assigns, agrees that, should the assessed value be less than the Guaranteed Value of \$14,128,700, it will make a payment in lieu of tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the assessed value. Such Deficit Payment shall be determined as follows:

- (1) The amount of the Deficit Payment shall be determined by subtracting the assessed value from \$14,128,700. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.

- (2) If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.
- (3) The Deficit Payment obligation shall expire upon the termination of the District, not to exceed December 31, 2020.
- (4) This Agreement does not in any way constitute a waiver of Developer's rights arising under Chapter 70 to challenge the assessed value of its real or personal property.

ARTICLE IV GENERAL

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

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

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

If to Developer: General Manager
Folding Carton Division
2275 American Boulevard
De Pere, WI 54115

With a copy to: Scott Wochos, General Counsel
Green Bay Packaging, Inc.
P.O. Box 19017
Green Bay, WI 54304-9017

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

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

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

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

ARTICLE V
DEFAULTS AND REMEDIES

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

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

enforced delay, have first notified the other parties thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, the parties agree to grant a sufficient extension to permit such procurement.

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

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

[Signatures on following page]

GREEN BAY PACKAGING, INC.

By: _____

State of Wisconsin)
 : SS
Brown County)

Print Name: _____

Title: _____

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by _____ as
_____ of Green Bay
Packaging, Inc.

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

CITY OF DE PERE

By: _____

State of Wisconsin)
 : SS
Brown County)

Michael J. Walsh, Mayor

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

Shana L. Defnet, Clerk-Treasurer

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

Drafted by: Judith Schmidt-Lehman

H:\jdupont\Agreements\2013\Development Agreement - GB Packaging-176-002-13-final 5-29-13.docx .



Expansion Area

Exhibit A

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



Item #3: Review the Site Plan Application for 97,600 square foot expansion at Green Bay Packaging, 2275 American Boulevard, De Pere. Applicant: Tom Katers.

Overview	
The proposal is for two additions onto the existing facility. On the west side of the facility, there would be a 22,400 sq. ft. addition that would be used for receiving. On the south side of the facility, there would be a 75,000 sq. ft. addition that would be used for product storage. The new additions will match existing exterior materials.	
Public Works	
Does the project meet the City's Stormwater regulations?	■ Yes ↑ No ↑ NA
Sewer properly connected?	■ Yes ↑ No ↑ NA
Water properly connected?	■ Yes ↑ No ↑ NA
Access properly designed (driveway and sidewalks)?	■ Yes ↑ No ↑ NA
Are there any issues with easements or right-of-ways?	Yes ■↑ No ↑ NA
Are there other items that need to be addressed?	■ Yes ↑ No ↑ NA
Required Actions:	
Sanitary Sewer	
1. The engineer should evaluate alternatives for sanitary sewer service to the expansion. The sewer along American Boulevard is 30 feet deep. Connecting a new lateral at this location will likely impact the concrete pavement which will require full panel replacement. There is a sanitary sewer located on the south side of Biotech which is approximately 16 feet deep. Connecting to the sanitary sewer at this location will result in crossing under the water main from the Central Brown County Water Authority.	
Water Main	
2. Water service is not shown for the expansion. Please provide information on how water is being provided.	
Storm Water Management	
3. The dry detention for peak flow reduction is approved as shown.	
4. Provide a signed copy of the maintenance agreement, which the City will need to record.	
5. Provide ditch checks at the storm sewer discharge pipes for the site.	
Traffic/Vehicle Access:	
6. No comments. Access will be from the existing driveway.	
Forestry & Parks	
Does the project meet the City Landscaping Regulations?	■ Yes ↑ No ↑ NA
Required Actions:	
1. The expansion does not require a modified landscape plan.	
Fire	
Does the project meet City Fire Codes?	Yes ■↑ No ↑ NA
Required Actions:	
1. Provide detailed plans prior to start of construction 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/operations anticipated within the structure, review of existing safeguards and quantities is required.	
3. Provide details for the means of egress throughout the structure. Provide exit/emergency lighting throughout the means of egress. Existing and proposed egress are subject to review.	
4. No smoking and floor loading signage may be required	
5. Fire lane is subject to review for adequacy based on discussions with designer.	
6. Provide fire extinguishers at maximum 75' travel distances, locate extinguishers towards the exits.	
7. Provide sprinkler system drawings with calcs and cut sheets for approval prior to installation.	
8. Provide fire alarm system drawings for approval prior to expansion of system.	
Planning & Building Inspection	
Does the project meet the design regulations (exterior building elevations/materials)?	■ Yes ↑ No ↑ NA
Does the project meet the City setback requirements?	■ Yes ↑ No ↑ NA
Does the project meet the City parking requirements?	■ Yes ↑ No ↑ NA
Does the project meet the City lighting requirements?	■ Yes ↑ No ↑ NA
Is the refuse properly sited and screened?	■ Yes ↑ No ↑ NA
Will the signage meet City code?	■ Yes ↑ No ↑ NA
Are there other items that need to be addressed?	Yes ■↑ No ↑ NA
Required Actions: None	

Recommendation:

Staff recommends approval of the project with the items identified above being addressed.

Exhibit B

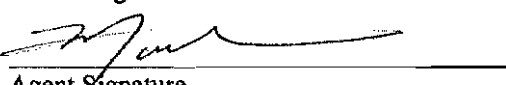
	CITY OF DE PERE APPLICATION FOR SITE PLAN REVIEW	Fee: \$ 245.00 Receipt #: <u>79876</u> Date: <u>2-29-13</u>
---	---	---

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: <u>Green Bay Packaging Inc.</u>	
Mailing Address: <u>2275 American Boulevard</u>	
Phone: <u>(920) 498-4044</u>	
Email: <u>tvogel@gbp.com</u>	
I hereby appoint the following as my agent for purposes of this application:	
Agent:	Name: <u>Raasch Associates, Inc.</u>
Mailing Address: <u>400 AMS Court</u>	
Phone: <u>(920) 434-2128</u>	
Email: <u>tkaters@raaschassoc.com</u>	

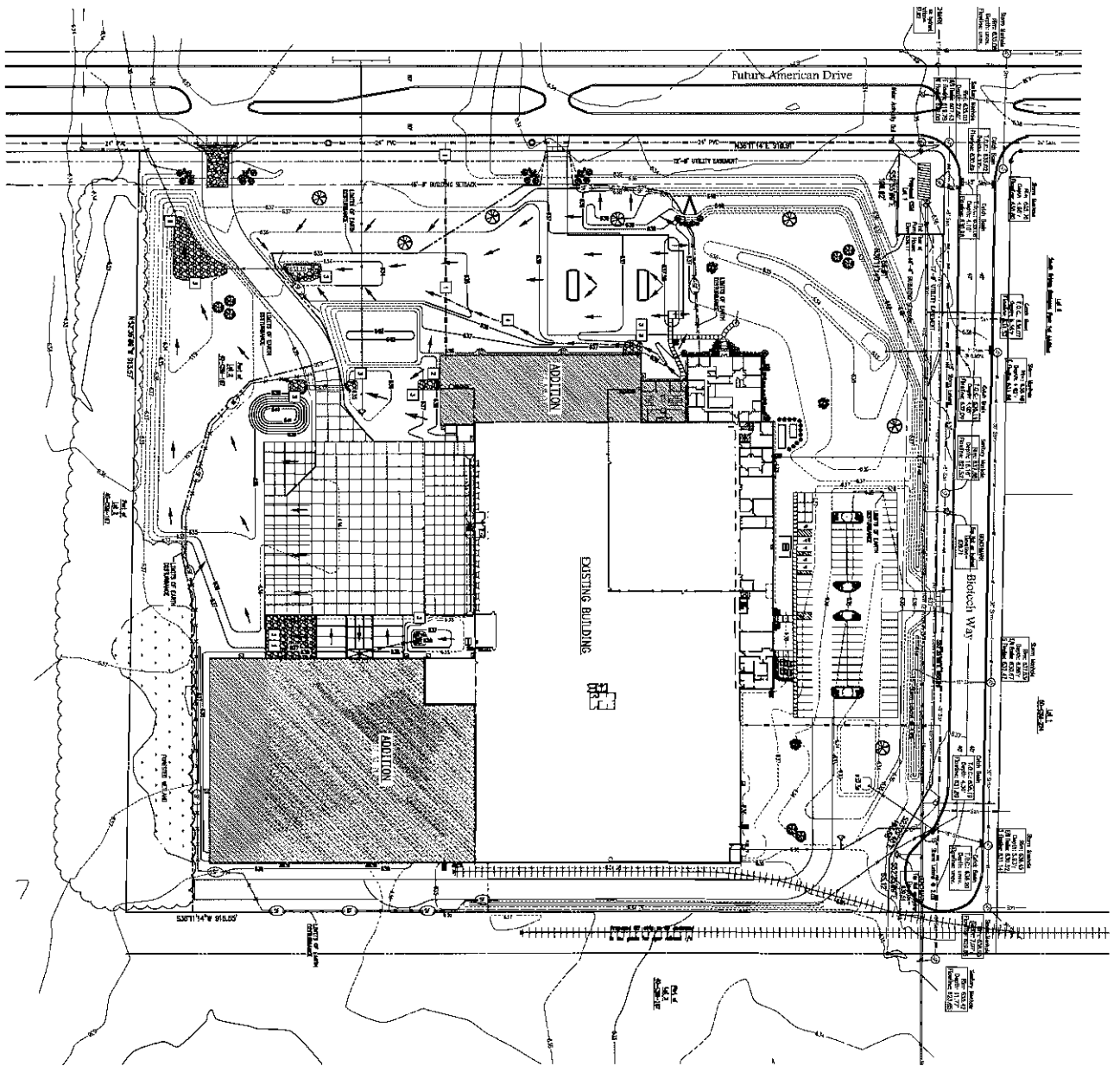
B. Property information	
Address/Location of Property: <u>2275 American Boulevard</u>	Parcel #: <u>WD-L492-B-2</u>
Parcel Dimension: _____	Parcel Area: <u>871,201 S.F. = 20.0Ac</u>
Legal Description: _____	
<u>LOT 1 OF 52 CSM 42 BNG PRT OF WILLIAMS GRANT LOTS 106, 107, 118 & 119</u>	

A Site Plan Review is requested as authorized by the De Pere Zoning Code, Section(s): Article XIII, Section 14.60.


Owner Signature

Agent Signature

2-7-13
Date
2-11-13
Date

A plan consisting of all applicable information listed on the attached shall be submitted with this application. An AutoCAD drawing matching the state approved plans must be submitted in Brown County Coordinates before permits can be issued.



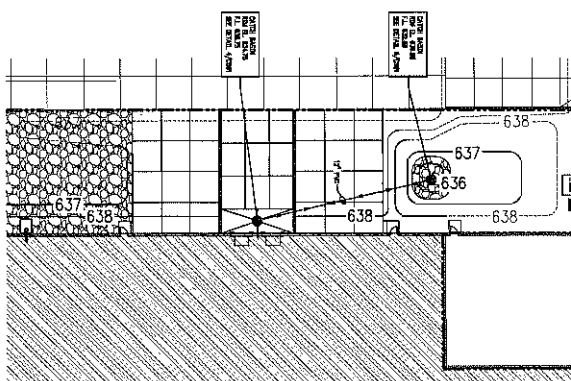
CONSTRUCTION WITHIN 10' OF EXISTING BUILDING

SITE GRADING PLAN

SCALE: 1" = 50'-0"

ENLARGED LOADING DOCK PLAN

SCALE: 1" = 20'-0"



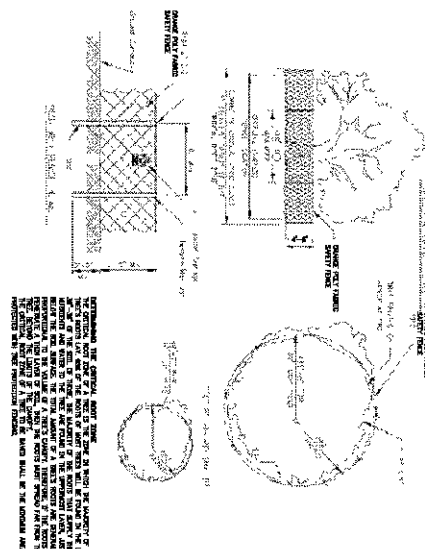
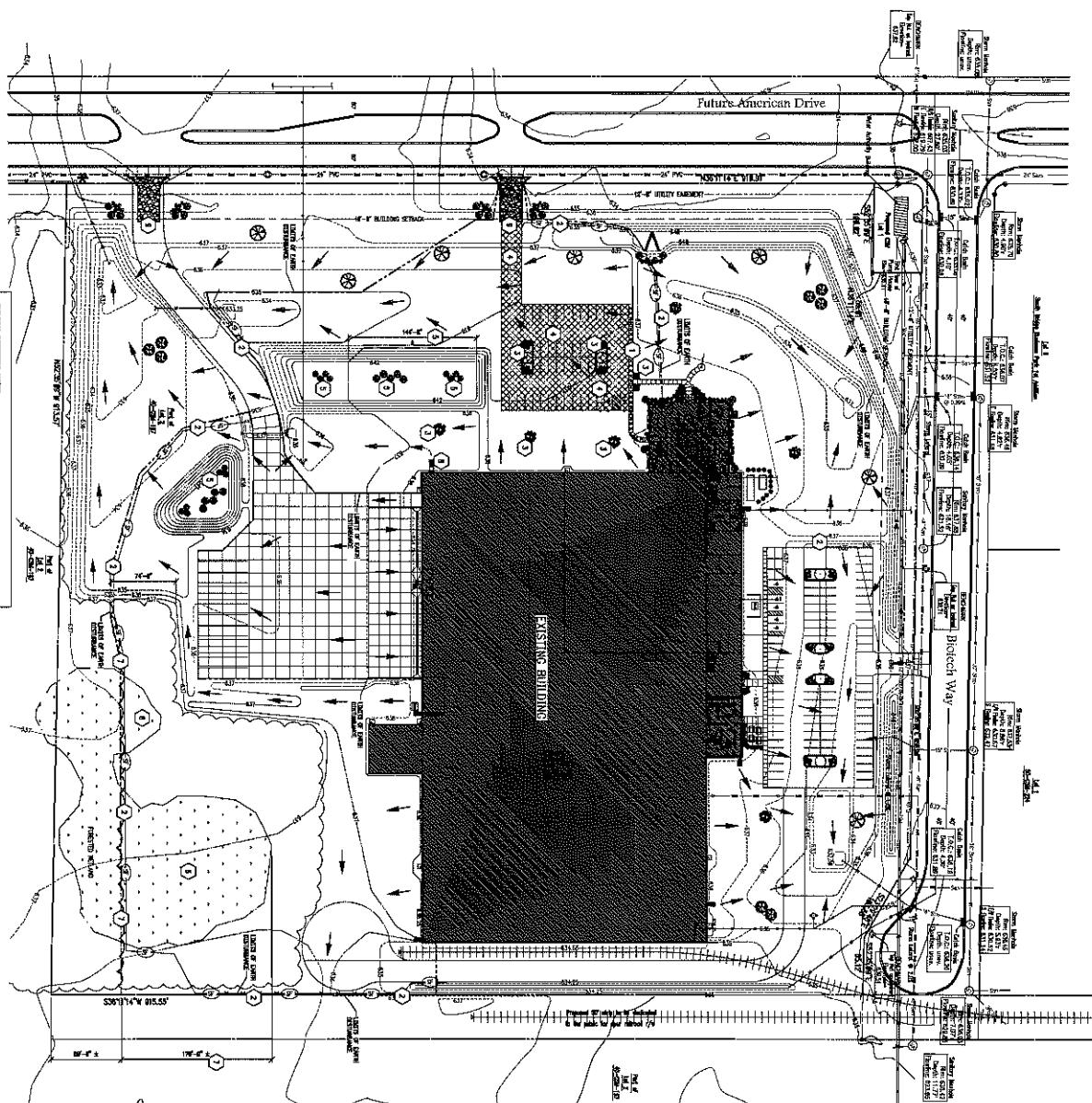
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LEGEND

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19	EXISTING BUILDING FOUNDATION
20	EXISTING BUILDING FOUNDATION



1. RESEARCH AND DEVELOPMENT: RESEARCH AND DEVELOPMENT IS THE FOUNDATION OF INNOVATION. IT INVOLVES THE CREATION OF NEW KNOWLEDGE, TECHNOLOGIES, AND PRODUCTS. THIS PHASE IS CRUCIAL FOR LONG-TERM GROWTH AND COMPETITIVENESS.
2. INNOVATION AND NEW PRODUCTS: INNOVATION IS THE PROCESS OF DEVELOPING NEW IDEAS, PRODUCTS, OR SERVICES. NEW PRODUCTS ARE THE RESULT OF INNOVATION AND ARE ESSENTIAL FOR GROWTH AND PROFITABILITY.
3. MANUFACTURING AND PRODUCTION: MANUFACTURING IS THE PROCESS OF PRODUCING GOODS OR SERVICES. IT INVOLVES THE TRANSFORMATION OF RAW MATERIALS INTO FINISHED PRODUCTS. EFFICIENT PRODUCTION IS KEY TO REDUCING COSTS AND IMPROVING QUALITY.
4. DISTRIBUTION AND SALES: DISTRIBUTION IS THE PROCESS OF GETTING PRODUCTS TO THE MARKET. SALES IS THE ACT OF SELLING PRODUCTS TO CUSTOMERS. EFFECTIVE DISTRIBUTION AND SALES STRATEGIES ARE CRUCIAL FOR MARKET PENETRATION.
5. FINANCIAL MANAGEMENT AND INVESTMENT: FINANCIAL MANAGEMENT INVOLVES THE MANAGEMENT OF A COMPANY'S FINANCIAL RESOURCES. INVESTMENT IS THE ALLOCATION OF CAPITAL TO ACQUIRE ASSETS OR ENTER NEW MARKETS. SOUND FINANCIAL MANAGEMENT AND STRATEGIC INVESTMENT ARE VITAL FOR LONG-TERM SUCCESS.
6. HUMAN RESOURCE MANAGEMENT: HUMAN RESOURCE MANAGEMENT IS THE PROCESS OF MANAGING A COMPANY'S EMPLOYEES. IT INCLUDES RECRUITMENT, TRAINING, AND DEVELOPMENT. A SKILLED AND MOTIVATED WORKFORCE IS ESSENTIAL FOR INNOVATION AND GROWTH.
7. LOGISTICS AND SUPPLY CHAIN: LOGISTICS IS THE MANAGEMENT OF THE FLOW OF GOODS AND SERVICES FROM SUPPLIERS TO CUSTOMERS. A EFFICIENT SUPPLY CHAIN IS CRUCIAL FOR REDUCING COSTS AND IMPROVING DELIVERY TIMES.
8. CUSTOMER SERVICE AND SUPPORT: CUSTOMER SERVICE IS THE ASSISTANCE PROVIDED TO CUSTOMERS BEFORE, DURING, AND AFTER A PURCHASE. EXCELLENT CUSTOMER SERVICE IS A KEY DIFFERENTIATOR FOR A COMPANY.
9. MARKETING AND PROMOTION: MARKETING IS THE PROCESS OF IDENTIFYING AND SATISFYING CUSTOMER NEEDS. PROMOTION IS THE ACT OF COMMUNICATING THE BENEFITS OF A PRODUCT OR SERVICE. EFFECTIVE MARKETING AND PROMOTION STRATEGIES ARE CRUCIAL FOR MARKET GROWTH.
10. LEGAL AND COMPLIANCE: LEGAL AND COMPLIANCE INVOLVES ENSURING A COMPANY'S OPERATIONS ARE IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. THIS IS CRUCIAL FOR AVOIDING FINANCIAL PENALTIES AND MAINTAINING A GOOD REPUTATION.
11. ENVIRONMENTAL AND SOCIAL RESPONSIBILITY: ENVIRONMENTAL AND SOCIAL RESPONSIBILITY IS THE COMMITMENT TO MANAGING A COMPANY'S IMPACT ON THE ENVIRONMENT AND SOCIETY. THIS IS BECOMING AN INCREASINGLY IMPORTANT FACTOR FOR CUSTOMERS AND INVESTORS.
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DISOLUTION KEY:

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

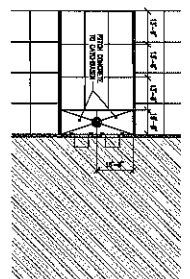
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2. PROPOSED EAST ROCK CRACKER CHANNELS ARE 2,000-
FOOT WIDE.
3. EXISTING EXPOSED LANDSCAPING, INCLUDING THE OTHER LOCAL
DRAINAGE DITCHES, WILL BE MAINTAINED.
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1. **IDENTIFY** **NOTES**
1. **EXPLAIN** **REASONING** **TO** **THE** **CITY** **OF** **OPPER** **ELEVATION**
DATA

[illegible]

PROJECT NO: 3017 SUD 2000 TOL 3017-01-01 OWNER BY T. KATERS CHECKED BY	SHEET TITLE: SITE DEMOLITION PLAN		GREEN BAY PACKAGING, INC. BOX PLANT ADDITION DEPERE, WISCONSIN	Raasch ENGINEERING ARCHITECTS 600 AMES COURT GREEN BAY, WISCONSIN 54301 920.442.6218 WWW.RAASCHENGINEERS.COM Copyright © 2001, Raasch Associates, Inc.
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[illegible]

- ### LEGEND

A	08/11/13	PLAN COMPLETION REVIEW
NEXT	DATE	DESCRIPTION

SITE PAVING PLAN



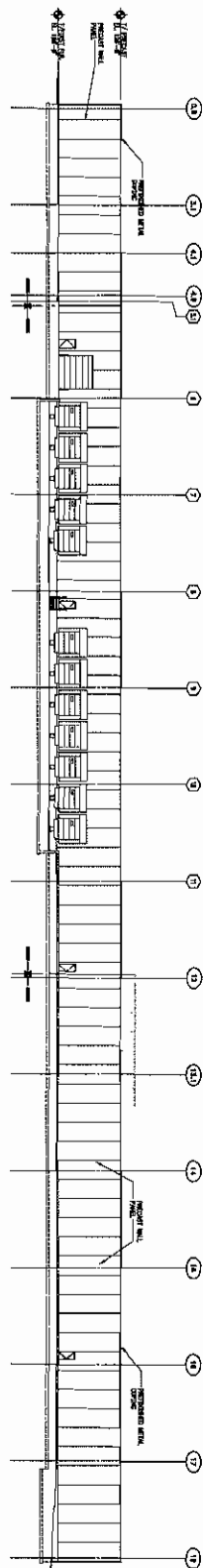
GREEN BAY PACKAGING, INC.
BOX PLANT ADDITION
DEPERE, WISCONSIN



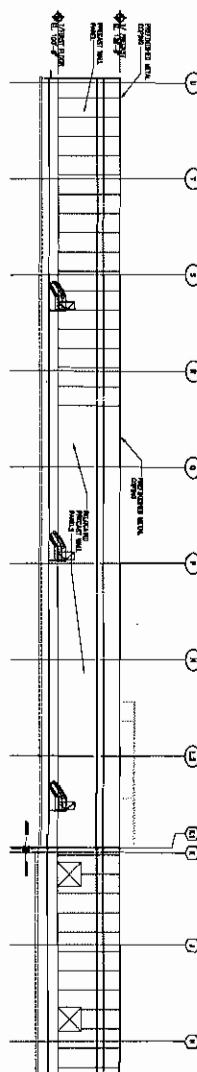
SITE PAYING PLAN
SCALE: 1" = 30'-0"

	PROPERTY LINE
	BARBENT
	STRAK
	FREE LINE
	AREA OF NEW ASPHALT
	AREA OF NEW CONCRETE
	WELAND
	UNPAVED ROAD

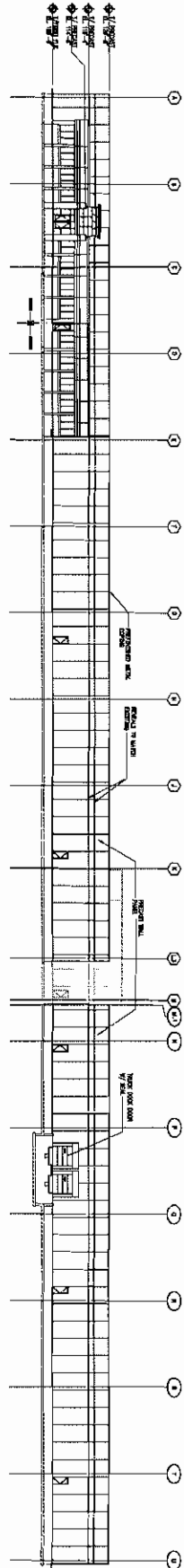
C103



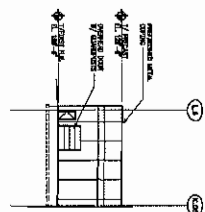
1 SOUTH ELEVATION
SCALE: 1" = 30'-0"



2 EAST ELEVATION
SCALE: 1" = 30'-0"



3 WEST ELEVATION
SCALE: 1" = 30'-0"



4 NORTH ELEVATION
SCALE: 1" = 30'-0"

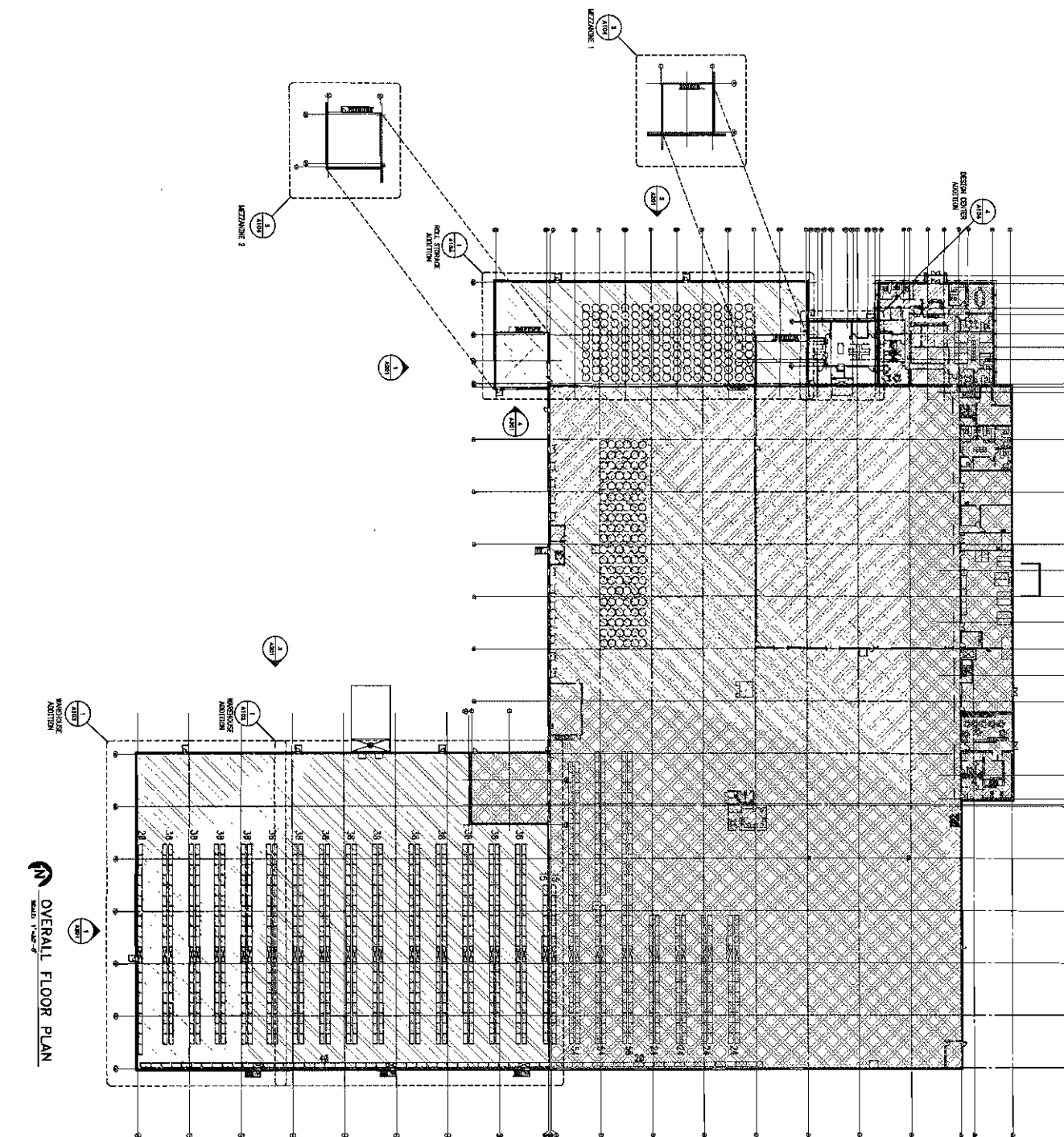
PROJECT NO.	2017
CAD FILE	2017 - A201.dwg
DESIGNER	W. HUBER
CHECKED BY	M. CHAMBERS
DATE	12/27/17
DESCRIPTION	EXTERIOR ELEVATIONS

EXTERIOR ELEVATIONS

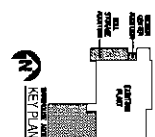


GREEN BAY PACKAGING, INC.
FOLDING CARTON ADDITION
DEPERE, WISCONSIN

Raasch
ENGINEERS ARCHITECTS
3000 AISLIE BLVD
GREEN BAY, WI 54303-1108
920.432.1108
www.raaschinc.com
Copyright © 2017, Raasch Associates, Inc.



OVERALL FLOOR PLAN
SCALE: 1"=40'-0"



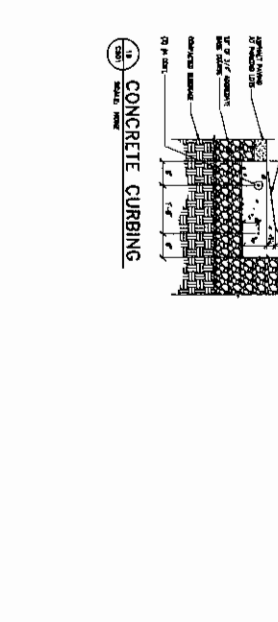
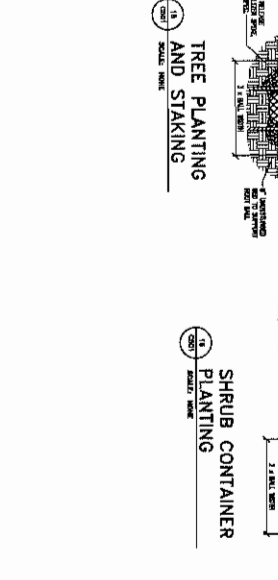
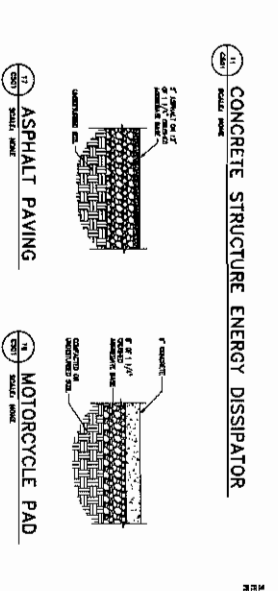
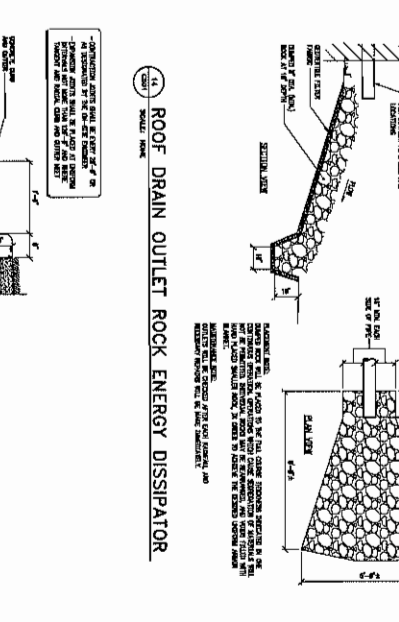
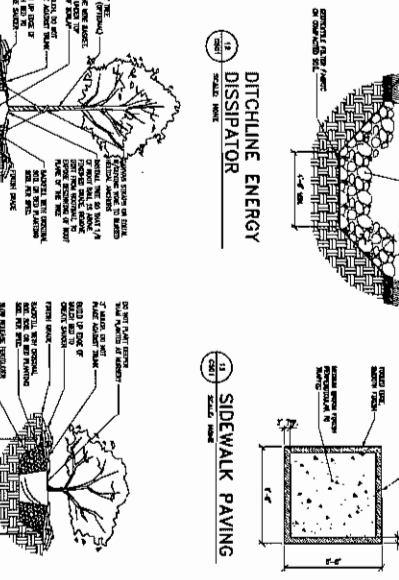
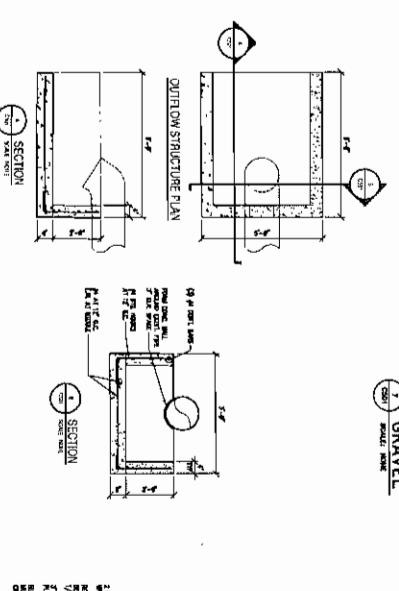
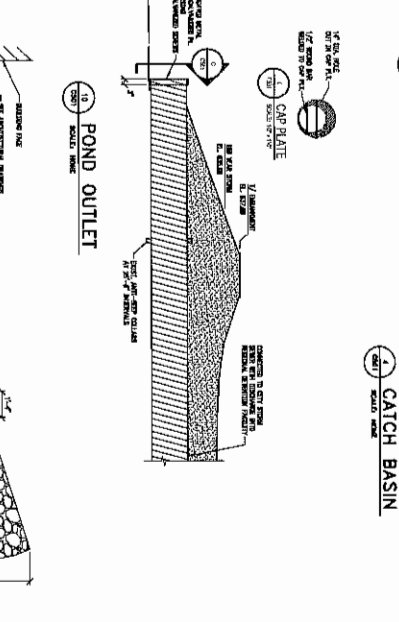
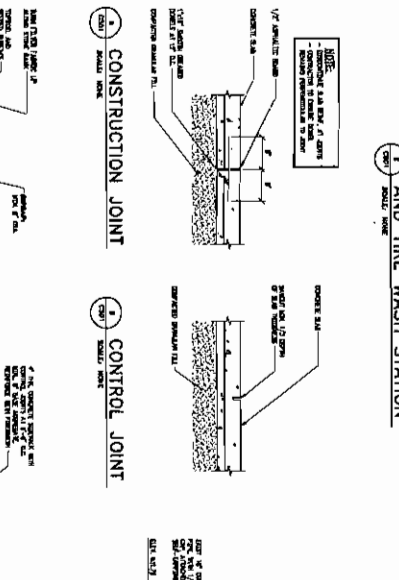
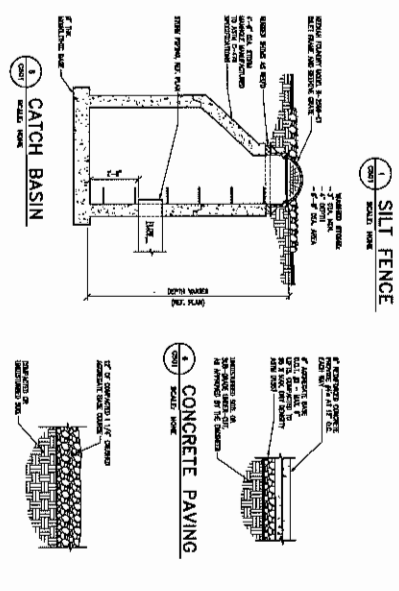
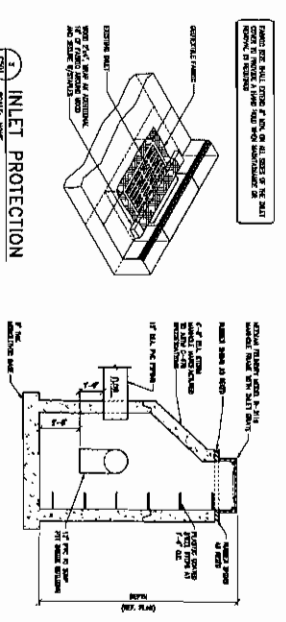
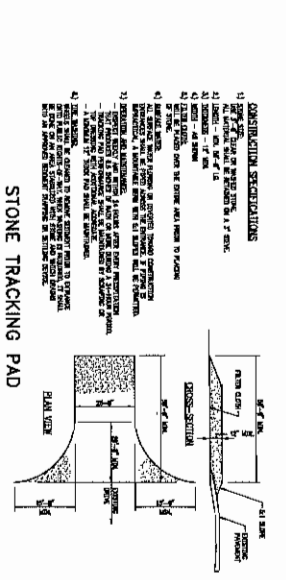
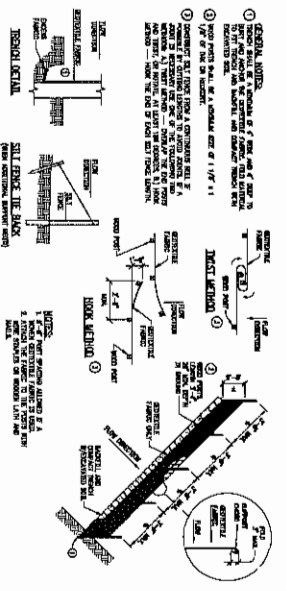
PROJECT NO.	2017
DATE	03/27/2017
DESIGNED BY	T. HUCK
CHECKED BY	M. CHAMBERS
DATE	03/27/2017
DESCRIPTION	OVERALL FLOOR PLAN

NO.	DATE	DESCRIPTION
1	03/27/2017	OVERALL FLOOR PLAN



GREEN BAY PACKAGING, INC.
FOLDING CARTON ADDITION
DEPERE, WISCONSIN





RESOLUTION #13-70

AUTHORIZING PARTICIPATION IN FORMING
A BAY-LAKE REGIONAL LOAN FUND

WHEREAS, the State of Wisconsin Department of Commerce (now WEDC) developed an initiative that seeks to consolidate the local Community Development Block Grant Business Revolving Loan Funds that exist in Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto and Sheboygan counties in the Bay-Lake region into a regional loan fund; and

WHEREAS, the proposed consolidation is in the City of De Pere's (City) economic interest as it will provide a more effective financing program that will remove existing federal regulations, open up the funds to more businesses and projects, streamline fund management, and relieve individual communities of administrative and legal responsibilities; and

WHEREAS, the City has reviewed the Bay-Lake Regional Loan Fund draft manual; has considered the advantages and disadvantages of participation; and recommends the City participate in forming a Bay-Lake regional loan fund; and

WHEREAS, the Bay-Lake regional loan fund will implement a regional strategy that encourages local governments to work together, streamlines the management of RLFs, and improves local capacity for economic development

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere agrees to participate with Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto and Sheboygan Counties to form a Bay-Lake regional loan fund.

BE IT FURTHER RESOLVED THAT:

The Common Council authorizes the Mayor to sign and execute all necessary documentation to complete said participation on behalf of the City of De Pere.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #13-71

AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DE PERE AND BROWN COUNTY REGARDING
FENCING AT THE DE PERE ICE ARENA

WHEREAS, the City owns property at 1450 Fort Howard Avenue in the City which houses the De Pere Ice Arena; and

WHEREAS, directly to the north of such property lies property known as the Brown County Fairgrounds, of which Brown County owns approximately 35 acres and the City 17 acres; and

WHEREAS, for security reasons, Brown County has been erecting a fence in front of the De Pere Ice Arena at the location shown in the map attached as Exhibit A during times of high attendance at fairs and other festivals using the Brown County Fairgrounds; and

WHEREAS, Brown County would like to permanently install a decorative fence at such location in order to for such fence to provide security on a permanent basis; and

WHEREAS, the parties wish to cooperate in allowing the placement of such fence along the terms and conditions set forth in the Intergovernmental Agreement Between the City of De Pere and Brown County Regarding Fencing at the De Pere Ice Arena, attached hereto and incorporated herein by reference as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Intergovernmental Agreement as is attached as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DE PERE AND BROWN COUNTY REGARDING
FENCING AT THE DE PERE ICE ARENA

WHEREAS, the City owns property at 1450 Fort Howard Avenue in the City which houses the De Pere Ice Arena; and

WHEREAS, directly to the north of such property lies property known as the Brown County Fairgrounds, of which Brown County owns approximately 35 acres and the City 17 acres; and

WHEREAS, for security reasons, Brown County has been erecting a fence in front of the De Pere Ice Arena at the location shown in the map attached as Exhibit A during times of high attendance at fairs and other festivals using the Brown County Fairgrounds; and

WHEREAS, Brown County would like to permanently install a decorative fence at such location in order to for such fence to provide security on a permanent basis; and

WHEREAS, the parties wish to cooperate in allowing the placement of such fence along the terms and conditions set forth below.

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

1. Brown County is authorized to erect a decorative fence which will support gates needed to close off access to the De Pere Ice Arena parking area, upon City property at 1450 Fort Howard Avenue as shown on Exhibit A. Such fence shall, upon completion of construction, become the property of the City.

2. Brown County acknowledges that the area where the fence is to be installed is currently a sod berm. Brown County shall remove the sod at both locations on Exhibit A in conjunction with the fence installation and replace the same with landscape fabric topped with wood mulch. All removed material will be properly disposed of.
3. Brown County shall be responsible for all costs associated with construction of fence, including labor, materials, supplies and the like.
4. Brown County shall be responsible for notifying Diggers Hotline sufficiently in advance of the proposed construction so as to allow the location of utilities prior to commencement of construction.
5. Prior to construction of such fence, Brown County shall provide the Director of Parks, Recreation & Forestry (Director) a sample or a photograph of the fence design substantially similar to that shown on Exhibit B, for approval. Approval by the Director shall not be unreasonably withheld.
6. Brown County shall notify the Director of Parks, Recreation and Forestry of the proposed construction date(s) so as to avoid conflicting uses and schedules.
7. Brown County shall be responsible for all maintenance of the fence, including painting, repair and replacement when needed.
8. City shall be responsible for all maintenance of the wood mulch on the curb islands holding the fencing.
9. All notices permitted or required hereunder shall be made to the following, either by First Class US mail delivery:

If to City: City of De Pere
 Directory of Parks, Recreation & Forestry
 925 South Sixth Street
 De Pere, WI 54115

If to County: Brown County Facility and Park Management
 Park Manager
 P.O. Box 23600
 Green Bay, WI 54305-3600

10. This Agreement contains the entire Agreement of the parties. Any addition or amendment thereto shall be in writing and signed by the parties in order to be effective.

Dated this _____ day of _____, 2013

CITY OF DE PERE

BROWN COUNTY

Michael J. Walsh, Mayor

Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

Print Name:
Title:

H:\jdupont\Agreements\2013\Intergovt Agreement w.Brown County (fence) 5-13-124-001-13.docx

<Title>

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

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



Scale 1:720

Exhibit A



Exhibit B

FACILITY AND PARK MANAGEMENT

Brown County

325 EAST WALNUT, ROOM 220
PO BOX 23600
GREEN BAY, WISCONSIN 54305-3600

PHONE (920) 448-4466 FAX (920) 336-3283
E-MAIL hanson_mm@sbcglobal.net



MARVIN M. HANSON

PARK MANAGER

To: DePere Parks Board
RE: Installation of Fence

Brown County is requesting permission to install a decorative fence in front of the Depere Ice Center. Currently Brown County Fairgrounds staff has been installing and removing a 200 foot temporary fence several times during the summer event season. Brown County would install the new permanent fence and provide the material and labor to install the fence. The fence is needed to provide security during large commercial events.

Attached are pictures of the type of fence and the area we are proposing to install.

If you have any questions regarding this matter, please feel free to give me a call at 621-4507

Sincerely, Marvin Hanson

Brown County Park Department

RESOLUTION #13-72

AUTHORIZING YOGA IN THE PARK AGREEMENT

WHEREAS, the City wishes to allow Yoga in the Park classes for participants; and

WHEREAS, Definitely De Pere wishes to co-sponsor this event by subcontracting professional instructional services for Yoga in the Park from a certified yoga instructor whose studio is in the City of De Pere, subject to the terms and conditions listed in the Yoga in the Park Agreement, attached hereto and incorporated herein by reference as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Parks, Recreation and Forestry is authorized and directed to enter into such Yoga in the Park Agreement as is attached as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

YOGA IN THE PARK AGREEMENT

This agreement is made between the **CITY OF DE PERE**, a municipal corporation (hereinafter referred to as "**CITY**"), and **DOWNTOWN DE PERE, INC. d/b/a DEFINITELY DE PERE ("DEFINITELY DE PERE")**, coordinator for **YOGA IN THE PARK** classes.

WHEREAS, the **CITY** wishes to allow **YOGA IN THE PARK** classes for participants;

WHEREAS, **DEFINITELY DE PERE** wishes to co-sponsor this event by subcontracting professional instructional services for **YOGA IN THE PARK** from a certified yoga instructor whose studio is in the City of De Pere as identified in the attached **YOGA IN THE PARK** class description incorporated by reference as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration exchanged herein, IT IS HEREBY AGREED AS FOLLOWS:

1. **CITY** wishes to allow **DEFINITELY DE PERE** to co-sponsor this event in order to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun, and fairness
2. **DEFINITELY DE PERE** consents to coordinate and subcontract professional instructional services for **YOGA IN THE PARK** classes as indicated in Exhibit A.
3. The classes provided hereunder shall be free and open to the public, with no fee collection or formal registration procedure. For each class a sign-in sheet will be utilized in order to track attendance and for city recordkeeping purposes.
4. **DEFINITELY DE PERE** and the Director of Parks, Recreation and Forestry ("Director") shall mutually agree upon a suitable location[s] within Voyageur Park to conduct yoga sessions so as to not unduly impact other scheduled programs.
5. **DEFINITELY DE PERE** is not an employee of **CITY**, but is an independent contractor for the purpose of the class and shall retain full control and authority of said class curriculum at all times.
6. **CITY** shall not be required to provide any tools, equipment, apparatus, supplies, and materials unless otherwise mutually agreed by **CITY** in writing. **CITY** shall not be responsible for the loss, damage, destruction or injury to such equipment and **DEFINITELY DE PERE** shall hold the **CITY** harmless therefore.

7. **DEFINITELY DE PERE** shall be responsible to ensure its subcontracted instructor performs all services required hereunder in a skillful and competent manner, including establishing guidelines for conducting the class to ensure adequate protection of participants, spectators, visitors, and facilities.
8. **DEFINITELY DEPERE** shall save and hold the **CITY** harmless from any and all injury that may occur to any party a result of the **YOGA IN THE PARK** activities permitted under this Agreement. This provision is intended to indemnify and hold harmless the City to the fullest extent permitted by law and includes the payment of reasonable attorney's fees for the defense of any claim which can fairly be said to fall under the intent and purpose of this hold harmless agreement. To secure such hold harmless, **DEFINITELY DEPERE** shall maintain general liability insurance covering its operations in an amount not less than One Million Dollars per occurrence, said liability insurance policy to name the **CITY** as an additional insured thereunder for the purposes of this Agreement. A copy of said Certificate of insurance is attached and incorporated as Exhibit B.
9. In the event the subcontracted instructor will not be able to teach a session for reasons beyond the control of **DEFINITELY DE PERE**, **DEFINITELY DE PERE** agrees to implement the following procedure:
 - a. **DEFINITELY DE PERE** will procure a substitute subcontractor equally or better qualified to instruct class at the prescribed time and place.
 - b. **DEFINITELY DE PERE** will notify the Director or designee of the subcontractor's name, qualifications, and contact information.
 - c. If a substitute instructor cannot be procured, then the class will be cancelled. No make-up class will be added to the end of the session. **DEFINITELY DE PERE** shall notify participants of the session cancellation.
10. In the event that rain or inclement weather prevent the class from taking place outdoors, **DEFINITELY DE PERE** will implement the following procedure:
 - a. **DEFINITELY DE PERE** will arrange for a rain location at the subcontracted instructor's studio in De Pere.
 - b. **DEFINITELY DE PERE** will notify the Director or designee of the change.

- c. If the subcontracted instructor's studio cannot be used, then the class will be cancelled. No make-up class will be added to the end of the session. **DEFINITELY DE PERE** shall notify participants of the cancellation.
11. **CITY** shall have no responsibility to set up either the Park or other facility for instruction. **DEFINITELY DE PERE** shall ensure the facility is set up and taken down for each session and shall restore the area to its usual condition following each class session. **CITY** shall at all times have access to the facility, whenever class is in progress to monitor programs for quality and adherence to contract terms.
12. **DEFINITELY DE PERE** agrees to work with assigned **CITY** staff to maintain accurate participation records.
13. The Director is authorized to execute this Agreement on behalf of **CITY**.

Dated at De Pere, Wisconsin, this _____ day of _____, 2013

CITY OF DE PERE

Marty Kosobucki, Director
Parks and Recreation Department

Dated at De Pere, Wisconsin, this _____ day of _____, 2013

DEFINITELY DE PERE

Allyson Watson, Executive Director
Definitely De Pere

Exhibit A (PAGE 1)

YOGA IN THE PARK

LOCATION: Voyageur Park; Cass St., De Pere, WI 54115

SCHEDULE: 8 Class Sessions;
June 27 – August 22 (No session July 4)

TIME: Thursdays;
6:00 – 7:00 pm

CLASS SIZE: 1 MINIMUM, NO MAXIMUM

SUBCONTRACTED
INSTRUCTOR: Ryanne Cunningham-Hutjens, Owner
Flow Yoga Studio, 421 George St., De Pere

INSTRUCTOR
EXPENSES: None

REGISTRATION
FEES: None

FORMAT: These classes are free and open to the public, with no fee collection or formal registration procedure.

EQUIPMENT: Definitely De Pere and/or subcontracted instructor's responsibility.

PAYMENT: No payment will be collected by or issued to the City of De Pere, Definitely De Pere, or subcontracted instructor.

PROGRAM INFORMATION FORM

PROGRAM TITLE: Yoga in the Park

FACILITY / LOCATION: Voyageur Park

SESSION DATES: June 27, 2013 – August 22, 2013 (No session July 4)

TIME: 6:00 – 7:00 pm

DAY: Thursday

AGE GROUP: Ages 12+

PAYMENT PER PARTICIPANT: \$0

MIN/MAX PARTICIPATION: 1/No maximum

PROGRAM DESCRIPTION:

Definitely De Pere respectfully proposes co sponsoring Yoga in the Park, an eight-week free class open to the public in Voyageur Park on Thursday evenings this summer. Definitely De Pere maintains responsibility for subcontracting a professional yoga instructor whose business is in the City of De Pere. The event seeks to serve as a new draw to Voyageur Park, encourage people to utilize our city parks, and hopefully will generate more traffic for the Riverwalk and Fox River Trail. Taking place on Thursday evenings, this event would take place just before the City Band performance in Voyageur Park.

This event is based on the highly popular Yoga on City Deck class that the City of Green Bay sponsored last year. The class had turnout of about 70 people per class by the end of the summer – a fantastic way to bring people into the community and better utilize our amenities.

EXHIBIT B

(Insert Definitely De Pere Certificate of Liability Insurance)

To: Honorable Mayor and Members of the City Council
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: May 30 2013
Subject: 2013 Borrowing

I have attached the 2013 bonding project list prepared by Springsted which provides the detail for the initial resolutions to authorize the 2013 borrowing. The projecting borrowing includes three additional amounts since the approval of \$5,857,074 at the May 14th Finance Committee meeting. This includes \$40,000 for the construction of a ball diamond at Jim Martin Park, as well as capitalized interest totaling \$87,600 for the TID #8 - #10 projects since the related TID increments resulting from this borrowing won't be initially realized until 2015. There is also an issuance in the amount of \$2,595,000 that will refinance our remaining amounts due on 2003 B, C, and D outstanding bonds. The refinancing will result in a projected cash savings of \$228,559 and a net present value savings of \$215,794. This raises the total project borrowings from \$5,857,074 to \$8,579,674 as indicated on the list. The initial resolutions amount to \$8,760,000 to allow for rounding and not to exceed estimates on the 2013 projects and costs of issuance. The final bonding will likely be lower than \$8,760,000 due to the rounding and possible deletion of one or more of the projects between now and the time of issuance.

Pending Council approval, the initial resolutions for these projects will go to the City Council for sale and final approval of the most favorable bond bid at the July 16th Council meeting. Proceeds would then be available to the City between the end of July and early August. This information is presented for your review and approval. Should you have any questions on this feel free to contact me. I will be present at the City Council meeting on June 4th for any additional questions.

City of De Pere, WI
2013 Bonding Project List
5/28/2013

Tax-Exempt	Project Funds	Initial Resolution (COI + Rounding)
<u>Parks & Public Lands</u>		
Parks & Rec - SW Park Parking Lot Addition & Ponds	\$ 244,450	
East Side Baseball Diamond	\$ 40,000	
Sub-Total Parks & Public Lands	\$ 284,450	\$ 295,000
<u>Street Improvements</u>		
Crackfilling/Patching	\$ 353,724	
Sidewalks	\$ 56,000	
Street Reconstruction - CTH PP	\$ 911,900	
Street Reconstruction - Lost Dauphin & Scheuring CTHs D & F	\$ 15,000	
Street Reconstruction- Alley @ RR, Ft. Howard, 6th & Main	\$ 70,000	
Street Reconstruction - STH 57 Broadway Design Work	\$ 15,000	
Street Extension - LeBrun Road	\$ 250,000	
Sub-Total - Street Improvements	\$ 1,671,624	\$ 1,725,000
<u>Tax-Increment Improvement Projects</u>		
TID 6 - American BLVD Reconstruction	\$ 2,000,000	
TID 6 - Lawrence Drive/SW Park Sidewalks	\$ 25,000	
TID 7 - Countdown Timers	\$ 10,000	
TID 8 - Box Culvert	\$ 225,000	
TID 8 - City Sign	\$ 75,000	
TID 8 - Traffic Study	\$ 40,000	
TID 8 - Lawrence Drive Sidewalks	\$ 70,000	
TID 8 - Capitalized Interest (10%)	\$ 41,000	
TID 9 - Reid Street Alley Improvements	\$ 50,000	
TID 9 - Capitalized Interest (10%)	\$ 5,000	
TID 10 - Land Acquisition - Commercial Drive Extension, SW Pond & Industrial Development	\$ 200,000	
TID 10 - Capitalized Interest (10%)	\$ 20,000	
Sub-Total - Tax Increment Improvement Projects	\$ 2,761,000	\$ 2,835,000
<u>Refunding</u>		
Refunding - Series 2003 C	\$ 1,120,000	\$ 1,120,000
TOTAL Tax-Exempt	\$ 5,837,074	\$ 5,975,000

TAXABLE	Project Funds	Initial Resolution (COI + Rounding)
<u>TID District Developer Grants</u>		
TID 6 - Developer Grant - GB Packaging	\$ 400,000	
TID 6 - Developer Grant - Infinity	\$ 350,000	
TID 7 - Developer Grant - Walgreens	\$ 280,000	
TID 9 - Developer Grant - 313 Main Ave	\$ 66,000	
TID 9 - Capitalized Interest (10%)	\$ 6,600	
TID 10 - Developer Grant - CA Lawton (Phase 2)	\$ 150,000	
TID 10 - Capitalized Interest	\$ 15,000	
Sub-Total - Developer Grants	\$ 1,267,600	\$ 1,310,000
<u>Refunding</u>		
Taxable Refund Series 2003B	\$ 975,000	
Taxable Refund Series 2003D	\$ 500,000	
Sub-Total - Taxable Refundings	\$ 1,475,000	\$ 1,475,000
TOTAL TAXABLE	\$ 2,742,600	\$ 2,785,000
TOTAL Both Series	\$ 8,579,674	\$ 8,760,000

COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN

June 4, 2013

Resolution No. 13-73

**A Resolution Authorizing and Directing
the Publication of Notice of the
Adoption of Initial Resolutions**

BE IT RESOLVED, by this Common Council, that the City Clerk of the City of De Pere, Wisconsin (the “City”) is hereby authorized and directed to publish one time in the City’s official newspaper (as a class 1 notice under Chapter 985 of the Wisconsin Statutes) a Notice to Electors of the City in substantially the form attached hereto as Exhibit A, with such modifications as are necessary to accurately reflect the action taken on the initial resolutions referenced therein (the “**Initial Resolutions**”) by the Common Council at its meeting on June 4, 2013, such publication to occur no later than 15 days after the Initial Resolutions have been adopted by the Common Council.

* * * * *

Adopted: June 4, 2013

Approved: June __, 2013

Mayor

Clerk

EXHIBIT A

**NOTICE TO ELECTORS
OF THE CITY OF DE PERE, WISCONSIN
RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS**

Notice is hereby given that on June 4, 2013, the Common Council of the City of De Pere, Wisconsin (the “City”) adopted four initial resolutions under and pursuant to the provisions of Chapter 67 of the Wisconsin Statutes authorizing the issuance of negotiable, general obligation bonds of the City in the following maximum principal amounts for the following purposes: (1) a sum not to exceed \$1,725,000 for street improvements, and street improvement funding; (2) a sum not to exceed \$295,000 for parks and public grounds, including, but not limited to, construction of and improvements to parking lots and ponds; (3) a sum not to exceed \$2,835,000 for acquiring and developing sites for industry and commerce as will expand the municipal tax base, including, but not limited to, infrastructure improvements within the City’s Tax Incremental Districts Numbers 6, 7, 8, 9, and 10, and (4) a sum not to exceed \$1,310,000 for providing financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329, and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, financing development grants for projects within the City’s Tax Incremental Districts Numbers 6, 7, 9, and 10.

If within 30 days after the adoption of the forgoing resolutions there is filed in the office of the City Clerk a petition for referendum on one or more of said resolutions conforming to the requirements of Section 8.40 of the Wisconsin Statutes, signed by electors numbering at least 10% of the number of votes cast in the City for governor at the last general election, then the resolution or resolutions for which such a petition is filed shall not be effective unless adopted by a majority of the City’s electors voting at such referendum. If no such petition is so filed with respect to one or more of the foregoing resolutions, then the resolution or resolutions for which no such petition is filed shall be effective without a referendum.

Publication Date: June __, 2013

/s/ Shana L. Defnet
City 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 “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality 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:

A Resolution Authorizing and Directing the Publication of Notice of the Adoption of Initial Resolutions

I do hereby further certify as follows:

1. **Meeting Date.** On June 4, 2013, a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On May __, 2013 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On May __, 2013 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, 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 Municipality.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which 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 which 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 __, 2013, 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.

9. **Publication of Notice to Electors.** I have caused the Notice to Electors attached as Exhibit A to the Resolution to be published in the form, manner, and place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on June __, 2013.

Clerk

[Seal]

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

June 4, 2013

Resolution No. 13-74

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$1,725,000 General Obligation Bonds
for Street Lighting, Street Improvements, and
Street Improvement Funding**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of De Pere, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal sum not to exceed \$1,725,000 for street improvements and street improvement funding; *provided, however*, that said bonds 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.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

* * * * *

Adopted: June 4, 2013

Approved: June __, 2013

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 “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality 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
Issuance of Not to Exceed
\$1,725,000 General Obligation Bonds
for Street Lighting, Street Improvements, and
Street Improvement Funding**

I do hereby further certify as follows:

1. **Meeting Date.** On June 4, 2013 a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting.** On May ____, 2013 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On May ____, 2013 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, 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 Municipality.

4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which 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 which 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 ____, 2013, 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 Municipality hereto on June ____, 2013.

Clerk

[Seal]

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

June 4, 2013

Resolution No. 13-75

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$295,000 General Obligation Bonds
for Parks and Public Grounds**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of De Pere, Wisconsin (the “City”), shall issue its negotiable, general obligation bonds in a principal sum not to exceed \$295,000 for parks and public grounds, including, but not limited to, construction of and improvements to parking lots and ponds; *provided, however*, that said bonds 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.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

* * * * *

Adopted: June 4, 2013

Approved: June __, 2013

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 “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality 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 Issuance of Not to Exceed \$295,000 General Obligation Bonds for Parks and Public Grounds

I do hereby further certify as follows:

1. **Meeting Date.** On June 4, 2013 a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting.** On May ____, 2013 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On May ____, 2013 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, 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 Municipality.

4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which 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 which 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 ____, 2013, 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 Municipality hereto on June ____, 2013.

Clerk

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

June 4, 2013

Resolution No. 13-76

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$2,835,000 General Obligation Bonds
for Acquiring and Developing Sites for Industry and Commerce
as Will Expand the Municipal Tax Base**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of De Pere, Wisconsin (the “**City**”), shall issue its negotiable, general obligation bonds in a principal sum not to exceed \$2,835,000 for acquiring and developing sites for industry and commerce as will expand the municipal tax base, including, but not limited to, infrastructure improvements within the City’s Tax Incremental Districts Numbers 6, 7, 8, 9, and 10; *provided, however*, that said bonds 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.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

* * * * *

Adopted: June 4, 2013

Approved: June __, 2013

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 “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality 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
Issuance of Not to Exceed
\$2,835,000 General Obligation Bonds
for Acquiring and Developing Sites for Industry and Commerce
as Will Expand the Municipal Tax Base**

I do hereby further certify as follows:

1. **Meeting Date.** On June 4, 2013 a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting.** On May ____, 2013 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On May ____, 2013 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, 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 Municipality.

4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which 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 which 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 ____, 2013, and I have recorded this 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 Municipality hereto on June ____, 2013.

Clerk

[Seal]

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

June 4, 2013

Resolution No. 13-77

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$1,310,000 Taxable General Obligation Bonds
for Providing Financial Assistance to Blight Elimination,
Slum Clearance, Community Development, Redevelopment,
and Urban Renewal Programs and Projects**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Brown County, Wisconsin (the “City”), shall issue its negotiable, taxable general obligation bonds in a principal sum not to exceed \$1,310,000 to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329, and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, financing development grants for projects within the City’s Tax Incremental Districts Numbers 6, 7, 9, and 10; *provided, however*, that said bonds 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.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

* * * * *

Adopted: June 4, 2013

Approved: June __, 2013

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 “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality 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
Issuance of Not to Exceed
\$1,310,000 Taxable General Obligation Bonds
for Providing Financial Assistance to Blight Elimination,
Slum Clearance, Community Development, Redevelopment,
and Urban Renewal Programs and Projects**

I do hereby further certify as follows:

1. **Meeting Date.** On June 4, 2013 a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On May ____, 2013 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On May ____, 2013 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, 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 Municipality.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which 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 which 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 ____, 2013, and I have recorded such approval. Such approval is evidenced by the signature of the Presiding Officer on the copy of said Resolution attached hereto.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on June ____, 2013.

Clerk

[Seal]

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

June 4, 2013

Resolution No. 13-78

**An Initial Resolution Authorizing the
Issuance of Not to Exceed
\$2,595,000 General Obligation Refunding Bonds**

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the “**City**”), shall issue its negotiable, general obligation bonds in a principal sum not to exceed \$2,595,000 to finance the current refunding of the City’s outstanding (i) \$1,790,000 General Obligation Corporate Purpose Bonds, Series 2003C, dated July 1, 2003, (ii) \$1,505,000 Taxable General Obligation Refunding Bonds, Series 2003B, dated April 1, 2003, and (iii) \$1,115,000 Taxable General Obligation Development Bonds, Series 2003D, dated July 1, 2003; *provided, however*, that said bonds 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.

* * * * *

Adopted: June 4, 2013

Approved: June __, 2013

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 Issuance of Not to Exceed \$2,595,000 General Obligation Refunding Bonds

I do hereby further certify as follows:

1. **Meeting Date.** On June 4, 2013 a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On May __, 2013 (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 time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On May __, 2013 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the time, date, place, 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 which 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 which 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 __, 2013, and I have recorded this 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 hereto on June __, 2013.

Clerk

[Seal]

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

June 4, 2013

Resolution No. 13-79

**A Resolution Authorizing and Providing for the Issuance of Not to Exceed
\$8,760,000 General Obligation Bonds;
Providing for the Notification and Sale of Said Bonds;
and Other Related Details**

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 currently in need of funds for the following purposes: \$1,725,000 for street improvements, and street improvement funding; \$295,000 for parks and public grounds, including, but not limited to, construction of and improvements to parking lots and ponds; \$2,835,000 for acquiring and developing sites for industry and commerce as will expand the municipal tax base, including, but not limited to, infrastructure improvements within the City’s Tax Incremental Districts Numbers 6, 7, 8, 9, and 10; and \$1,310,000 for providing financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329, and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, financing development grants for projects within the City’s Tax Incremental Districts Numbers 6, 7, 9, and 10 (collectively, the “**Project**”); and \$2,595,000 for the current refunding of the Issuer’s outstanding (i) \$1,790,000 General Obligation Corporate Purpose Bonds, Series 2003C, dated July 1, 2003, (ii) \$1,505,000 Taxable General Obligation Refunding Bonds, Series 2003B, dated April 1, 2003 and (iii) \$1,115,000 Taxable General Obligation Redevelopment Bonds, Series 2003D, dated July 1, 2003 (collectively, the “**Refunding**”).

2. On the date hereof and prior to the adoption of this resolution, the Governing Body has adopted separate initial resolutions for each of the purposes above that constitute the Project and the Refunding.

3. The City may choose to issue one or more separate series of obligations for the purposes of the Project and the Refunding.

4. The Governing Body deems it in the best interests of the City that the funds needed be borrowed in the aggregate amount stated above and for the purposes of the Project and the Refunding, pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Project, Refunding, and Combination of Bonds.

The purposes of the Project and the Refunding are each hereby authorized to be undertaken and are hereby authorized to be combined into a single bond issue and designated as "Corporate Purpose Bonds" (the "**Bonds**") as more fully provided below: *provided, however*, that the City shall issue one or more separate series of "Taxable Corporate Purpose Bonds" to finance on a taxable basis (the "**Taxable Bonds**") the portion of the Project and the Refunding which does not qualify for tax-exempt financing (collectively, the "**Obligations**").

Section 2. Authorization of Sale of Obligations.

Bonds and the Taxable Bonds are each hereby authorized and ordered to be sold to the same or separate purchasers to be determined by competitive bid (each a "**Purchaser**").

Section 3. Preparation of Official Statement and Notice of Sale.

The Mayor and the Clerk (in consultation with the City's Financial Advisor, Springsted Incorporated) are each hereby authorized to cause a preliminary offering document for the Obligations (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 a separate "Notice of Sale" and "Bid Form". The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to authorize it to be deemed 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 Obligations to be (i) provided to *The Bond Buyer*, for inclusion in its section for the complimentary publication of such notices, and (ii) posted in the same locations as the City routinely posts notices for its official business.

Section 4. Bids for Obligations.

Written bids for the sale of the Obligations shall be received by the City on the date fixed in each Notice of Sale, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, without cause, 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 a Notice of Sale.

Section 5. Further Actions.

The Governing Body shall adopt a separate resolution to award the sale of the Bonds and the sale of the Taxable Bonds to the respective Purchaser, to approve the purchase contract submitted by each Purchaser (each a "**Bond Purchase Agreement**"), to fix the interest

rate or rates on the Obligations in accordance with the related Bond Purchase Agreement, to provide for the form of the Obligations, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Obligations as required by law, to designate a fiscal agent for the Obligations, 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 Obligations.

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 4, 2013

Approved: June __, 2013

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 “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality 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:

**A Resolution Authorizing and Providing for the Issuance of Not to Exceed
\$8,760,000 General Obligation Bonds;
Providing for the Notification and Sale of Said Bonds;
and Other Related Details**

I do hereby further certify as follows:

1. **Meeting Date.** On June 4, 2013 a meeting of the Governing Body was held commencing at ____ p.m.

2. **Posting.** On May __, 2013 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in De Pere, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On May __, 2013 (and not less than 24 hours prior to the meeting), I communicated, or caused to be communicated, the time, date, place, 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 Municipality.

4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body which 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 which 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 __, 2013, and I have recorded such approval. Such approval is evidenced by the signature of the Presiding Officer on the copy of said Resolution attached hereto.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto on June __, 2013.

[Seal]

Clerk

\$1,120,000

City of DePere, Wisconsin

General Obligation Corporate Purpose Refunding Bonds, Series 2013

Current Refunding of Series 2003C

Preliminary Feasibility Summary

Dated 09/01/2013 | Delivered 09/01/2013

Sources Of Funds

Par Amount of Bonds.....	\$1,120,000.00
Total Sources.....	\$1,120,000.00

Uses Of Funds

Deposit to Current Refunding Fund.....	1,077,445.21
Costs of Issuance.....	30,000.00
Total Underwriter's Discount (0.725%).....	8,120.00
Rounding Amount.....	4,434.79
Total Uses.....	\$1,120,000.00

ISSUES REFUNDED AND CALL INFORMATION

Prior Issue Call Price.....	100.000%
Prior Issue Call Date.....	11/01/2013

SAVINGS INFORMATION

Net Future Value Benefit.....	\$82,564.58
Net Present Value Benefit.....	\$77,760.45
Net PV Benefit / \$1,193,325.66 PV Refunded Debt Service.....	6.516%

BOND STATISTICS

Average Life.....	5.199 Years
Average Coupon.....	1.5353785%
Net Interest Cost (NIC).....	1.6748176%
True Interest Cost (TIC).....	1.6755396%

\$1,120,000

City of DePere, Wisconsin

General Obligation Corporate Purpose Refunding Bonds, Series 2013

Current Refunding of Series 2003C

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2013	-	-	-	-
2014	110,000.00	0.650%	15,163.96	125,163.96
2015	105,000.00	0.750%	13,218.75	118,218.75
2016	105,000.00	0.850%	12,378.75	117,378.75
2017	110,000.00	0.900%	11,437.50	121,437.50
2018	110,000.00	1.050%	10,365.00	120,365.00
2019	110,000.00	1.300%	9,072.50	119,072.50
2020	115,000.00	1.550%	7,466.25	122,466.25
2021	115,000.00	1.700%	5,597.50	120,597.50
2022	120,000.00	1.850%	3,510.00	123,510.00
2023	120,000.00	2.000%	1,200.00	121,200.00
-	\$1,120,000.00	-	\$89,410.21	\$1,209,410.21

Yield Statistics

Bond Year Dollars..... \$5,823.33
Average Life..... 5.199 Years
Average Coupon..... 1.5353785%

Net Interest Cost (NIC)..... 1.6748175%
True Interest Cost (TIC)..... 1.6755396%
Bond Yield for Arbitrage Purposes..... 1.5281450%
All Inclusive Cost (AIC)..... 2.2338026%

IRS Form 8038

Net Interest Cost..... 1.5353785%
Weighted Average Maturity..... 5.199 Years

\$1,790,000

City of DePere, Wisconsin
General Obligation Corporate Purpose Bonds, Series 2003C

Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I
04/01/2014	90,000.00	3.150%	38,477.50	128,477.50
04/01/2015	90,000.00	3.250%	35,642.50	125,642.50
04/01/2016	95,000.00	3.350%	32,717.50	127,717.50
04/01/2017	100,000.00	3.450%	29,535.00	129,535.00
04/01/2018	105,000.00	3.550%	26,085.00	131,085.00
04/01/2019	105,000.00	3.650%	22,357.50	127,357.50
04/01/2020	110,000.00	3.750%	18,525.00	128,525.00
04/01/2021	115,000.00	4.000%	14,400.00	129,400.00
04/01/2022	120,000.00	4.000%	9,800.00	129,800.00
04/01/2023	125,000.00	4.000%	5,000.00	130,000.00
Total	\$1,055,000.00	-	\$232,540.00	\$1,287,540.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation..... 9/01/2013
Average Life..... 5.394 Years
Average Coupon..... 3.8047778%
Weighted Average Maturity (Par Basis)..... 5.394 Years

Refunding Bond Information

Refunding Dated Date..... 9/01/2013
Refunding Delivery Date..... 9/01/2013

\$1,120,000

City of DePere, Wisconsin
General Obligation Corporate Purpose Refunding Bonds, Series 2013
Current Refunding of Series 2003C

Debt Service Comparison -- Accrual Basis

Calendar Year	Total P+I	Net New D/S	Old Net D/S	Savings
2013	-	-	19,238.75	19,238.75
2014	125,163.96	125,163.96	127,060.00	1,896.04
2015	118,218.75	118,218.75	124,180.00	5,961.25
2016	117,378.75	117,378.75	126,126.25	8,747.50
2017	121,437.50	121,437.50	127,810.00	6,372.50
2018	120,365.00	120,365.00	129,221.25	8,856.25
2019	119,072.50	119,072.50	125,441.25	6,368.75
2020	122,466.25	122,466.25	126,462.50	3,996.25
2021	120,597.50	120,597.50	127,100.00	6,502.50
2022	123,510.00	123,510.00	127,400.00	3,890.00
2023	121,200.00	121,200.00	127,500.00	6,300.00
-	\$1,209,410.21	\$1,209,410.21	\$1,287,540.00	\$78,129.79

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	78,129.79
Gross PV Debt Service Savings.....	73,325.66
Net PV Cashflow Savings @ 1.528%(Bond Yield).....	73,325.66
Contingency or Rounding Amount.....	4,434.79
Net Future Value Benefit.....	\$82,564.58
Net Present Value Benefit.....	\$77,760.45
Net PV Benefit / \$220,565.15 PV Refunded Interest.....	35.255%
Net PV Benefit / \$1,193,325.66 PV Refunded Debt Service.....	6.516%
Net PV Benefit / \$1,055,000 Refunded Principal.....	7.371%
Net PV Benefit / \$1,120,000 Refunding Principal.....	6.943%

Refunding Bond Information

Refunding Dated Date.....	9/01/2013
Refunding Delivery Date.....	9/01/2013

\$1,475,000

City of DePere, Wisconsin
Taxable General Obligation Refunding Bonds, Series 2013
Current Refunding of Series 2003B, 2003D

Preliminary Feasibility Summary

Dated 09/01/2013 | Delivered 09/01/2013

	Series 2013 TAX Ref 2003B	Series 2013 TAX Ref 2003D	Issue Summary
Sources Of Funds			
Par Amount of Bonds.....	\$975,000.00	\$500,000.00	\$1,475,000.00
Total Sources.....	\$975,000.00	\$500,000.00	\$1,475,000.00
Uses Of Funds			
Deposit to Current Refunding Fund.....	947,155.00	482,665.63	1,429,820.63
Costs of Issuance.....	19,830.51	10,169.49	30,000.00
Total Underwriter's Discount (0.775%).....	7,556.25	3,875.00	11,431.25
Rounding Amount.....	458.24	3,289.88	3,748.12
Total Uses.....	\$975,000.00	\$500,000.00	\$1,475,000.00

Flow of Funds Detail

State and Local Government Series (SLGS) rates for.....
Date of OMP Candidates.....

Primary Purpose Fund Solution Method.....	Gross Funded	Gross Funded	Gross Funded
Total Cost of Investments.....	\$947,155.00	\$482,665.63	\$1,429,820.63
Total Draws.....	\$947,155.00	\$482,665.63	\$1,429,820.63

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 1.751%(Bond Yield).....	118,283.19	24,185.05	142,468.23
Contingency or Rounding Amount.....	458.24	3,289.88	3,748.12
Net Present Value Benefit.....	\$118,741.43	\$27,474.93	\$146,216.35
Net PV Benefit / \$1,405,000 Refunded Principal.....	12.700%	5.846%	10.407%
Net PV Benefit / \$1,475,000 Refunding Principal.....	12.179%	5.495%	9.913%

Bond Statistics

Average Life.....	5.322 Years	2.603 Years	4.400 Years
Average Coupon.....	1.9518389%	1.0253685%	1.7660333%
Net Interest Cost (NIC).....	2.0974664%	1.3230638%	1.9421584%
Bond Yield for Arbitrage Purposes.....	1.7510961%	1.7510961%	1.7510961%
True Interest Cost (TIC).....	2.0938794%	1.3288102%	1.9371473%
All Inclusive Cost (AIC).....	2.5114127%	2.1465023%	2.4362287%

\$1,475,000

City of DePere, Wisconsin
Taxable General Obligation Refunding Bonds, Series 2013
Current Refunding of Series 2003B, 2003D

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2013	-	-	-	-
2014	175,000.00	0.650%	20,919.17	195,919.17
2015	195,000.00	0.700%	18,015.00	213,015.00
2016	190,000.00	0.750%	16,620.00	206,620.00
2017	195,000.00	1.050%	14,883.75	209,883.75
2018	200,000.00	1.300%	12,560.00	212,560.00
2019	100,000.00	1.600%	10,460.00	110,460.00
2020	100,000.00	1.850%	8,735.00	108,735.00
2021	100,000.00	2.200%	6,710.00	106,710.00
2022	110,000.00	2.450%	4,262.50	114,262.50
2023	110,000.00	2.650%	1,457.50	111,457.50
-	\$1,475,000.00	-	\$114,622.92	\$1,589,622.92

Yield Statistics

Bond Year Dollars..... \$6,490.42
Average Life..... 4.400 Years
Average Coupon..... 1.7660333%

Net Interest Cost (NIC)..... 1.9421584%
True Interest Cost (TIC)..... 1.9371473%
Bond Yield for Arbitrage Purposes..... 1.7510961%
All Inclusive Cost (AIC)..... 2.4362287%

IRS Form 8038

Net Interest Cost..... 1.7660333%
Weighted Average Maturity..... 4.400 Years

\$1,475,000

City of DePere, Wisconsin
Taxable General Obligation Refunding Bonds, Series 2013
Current Refunding of Series 2003B, 2003D

Debt Service Comparison -- Accrual Basis

Calendar Year	Total P+I	Net New D/S	Old Net D/S	Savings
2013	-	-	10,856.25	10,856.25
2014	195,919.17	195,919.17	221,642.50	25,723.33
2015	213,015.00	213,015.00	224,022.50	11,007.50
2016	206,620.00	206,620.00	220,875.00	14,255.00
2017	209,883.75	209,883.75	227,072.50	17,188.75
2018	212,560.00	212,560.00	227,653.75	15,093.75
2019	110,460.00	110,460.00	120,350.00	9,890.00
2020	108,735.00	108,735.00	120,280.00	11,545.00
2021	106,710.00	106,710.00	119,950.00	13,240.00
2022	114,262.50	114,262.50	124,230.00	9,967.50
2023	111,457.50	111,457.50	123,120.00	11,662.50
-	\$1,589,622.92	\$1,589,622.92	\$1,740,052.50	\$150,429.58

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	150,429.58
Gross PV Debt Service Savings.....	142,468.23
Net PV Cashflow Savings @ 1.751%(Bond Yield).....	142,468.23
Contingency or Rounding Amount.....	3,748.12
Net Future Value Benefit.....	\$154,177.70
Net Present Value Benefit.....	\$146,216.35
Net PV Benefit / \$316,831.53 PV Refunded Interest.....	46.150%
Net PV Benefit / \$1,617,468.23 PV Refunded Debt Service.....	9.040%
Net PV Benefit / \$1,405,000 Refunded Principal.....	10.407%
Net PV Benefit / \$1,475,000 Refunding Principal.....	9.913%

Refunding Bond Information

Refunding Dated Date.....	9/01/2013
Refunding Delivery Date.....	9/01/2013

\$1,505,000

City of DePere, Wisconsin
Taxable General Obligation Refunding Bonds, Series 2003B

Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I
02/01/2014	70,000.00	5.200%	24,310.00	94,310.00
02/01/2015	75,000.00	5.200%	44,980.00	119,980.00
02/01/2016	80,000.00	5.200%	41,080.00	121,080.00
02/01/2017	85,000.00	5.200%	36,920.00	121,920.00
02/01/2018	90,000.00	5.200%	32,500.00	122,500.00
02/01/2019	95,000.00	5.200%	27,820.00	122,820.00
02/01/2020	100,000.00	5.200%	22,880.00	122,880.00
02/01/2021	105,000.00	5.200%	17,680.00	122,680.00
02/01/2022	115,000.00	5.200%	12,220.00	127,220.00
02/01/2023	120,000.00	5.200%	6,240.00	126,240.00
Total	\$935,000.00	-	\$266,630.00	\$1,201,630.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation.....	9/01/2013
Average Life.....	5.401 Years
Average Coupon.....	5.2000000%
Weighted Average Maturity (Par Basis).....	5.401 Years

Refunding Bond Information

Refunding Dated Date.....	9/01/2013
Refunding Delivery Date.....	9/01/2013

\$1,115,000

City of DePere, Wisconsin
Taxable General Obligation Development Bonds, Series 2003D

Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I
04/01/2014	85,000.00	4.400%	21,712.50	106,712.50
04/01/2015	90,000.00	4.400%	17,972.50	107,972.50
04/01/2016	90,000.00	4.750%	14,012.50	104,012.50
04/01/2017	100,000.00	4.750%	9,737.50	109,737.50
04/01/2018	105,000.00	4.750%	4,987.50	109,987.50
Total	\$470,000.00	-	\$68,422.50	\$538,422.50

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation..... 9/01/2013
Average Life..... 2.690 Years
Average Coupon..... 4.6968194%
Weighted Average Maturity (Par Basis)..... 2.690 Years

Refunding Bond Information

Refunding Dated Date..... 9/01/2013
Refunding Delivery Date..... 9/01/2013

CITY OF DE PERE

MEMO

DATE: May 21, 2013
TO: Administrator Larry Delo
FROM: Shana Defnet, Clerk-Treasurer 
RE: Community Service Grant Application Deadline 6-01-2013

Please find attached one completed Community Service Grant Application for the De Pere Historic Preservation Commission received on May 21.



City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:	De Pere Historic Preservation Commission		
Grant Applicant Name:	Gene Hackbarth	Email address:	genehackbarth@gmail.com
Physical Address:	933 Oakdale Avenue, De Pere, WI 54115		
Phone Number:	920.336.0996	Alt. Phone Number:	920.227.7878
Date:	05/21/2013	Program Title:	Historic photos for Lockkeeper's House

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:

Goal: Secure \$150.00 to fund the purchase of six (6) digital historic photos from the De Pere Historical Society for wall display on the first floor of the De Pere Lockkeeper's House Coffeeshop.

The historic photo display will provide coffeeshop patrons of all ages with an inviting and educational experience while enjoying the amenities of De Pere's Wildlife Viewing and Fishing Pier. The photos will feature the De Pere Lock, Dam, House and river boat traffic that has been part of our Community for well over 100 years. (See attached photo possibilities.)

Many members of the De Pere Community told the Consultant who conducted a Feasibility Study for future house uses, that they would like to see educational displays of materials that help tell the history of river traffic, the Fox River Lock and Dam System and the Lockmasters. The photo display would respond to that request from the Community.

The De Pere Historical Society charges \$25.00 per image, which provides income for the Not-For-Profit Organization. Photo printing and framing will be of the highest quality and will be donated by the lessors of the house.

Securing the grant funds as soon as possible (early June, 2013) would allow time for printing and framing before the business opens in late June or early July, 2013.

1ST GOAL/OBJECTIVE

Description:

Goal: Secure \$150.00 to fund the purchase of six (6) digital historic photos from the De Pere Historical Society for wall display on the first floor of the De Pere Lockkeeper's House Coffeeshop.

2ND GOAL/OBJECTIVE

Description:

The historic photo display will provide coffeeshop patrons of all ages with an inviting and educational experience while enjoying the amenities of De Pere's Wildlife Viewing and Fishing Pier. The photos will feature the De Pere Lock, Dam, House and river boat traffic that has been part of our Community for well over 100 years. (See attached photo possibilities.)

3RD GOAL/OBJECTIVE

Description:

Many members of the De Pere Community told the Consultant who conducted a Feasibility Study for future house uses, that they would like to see educational displays of materials that help tell the history of river traffic, the Fox River Lock and Dam System and the Lockmasters. The photo display would respond to that request from the Community and provide an educational component for the De Pere Lock and Dam Historic District.

The De Pere Historical Society charges \$25.00 per image, which provides income for the Not-For-Profit Organization. Photo printing and framing will be of the highest quality and will be donated by the lessors of the house.

Securing the grant funds as soon as possible (early June, 2013) would allow time for printing and framing before the business opens in late June or early July, 2013.

MISCELLANEOUS INFORMATION

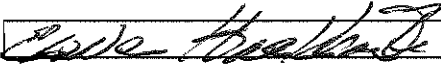
Deadlines: Grant application deadline is December 1, 2011. The City Council will evaluate the proposals for selecting recipients at the 2nd Council meeting of the month of award.

All grant applications shall be submitted to the City Clerk's office on or before the grant deadline.

The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improves community infrastructure
4. Creativity of proposal
5. Enhances the aesthetic quality of the city
6. Contributes to city culture or an overall sense of community

Your signature below indicates that your application, if selected, will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the aforementioned project. No grant funds may be used for alcohol, drugs, any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature (Group Representative):  Date: May 21, 2013

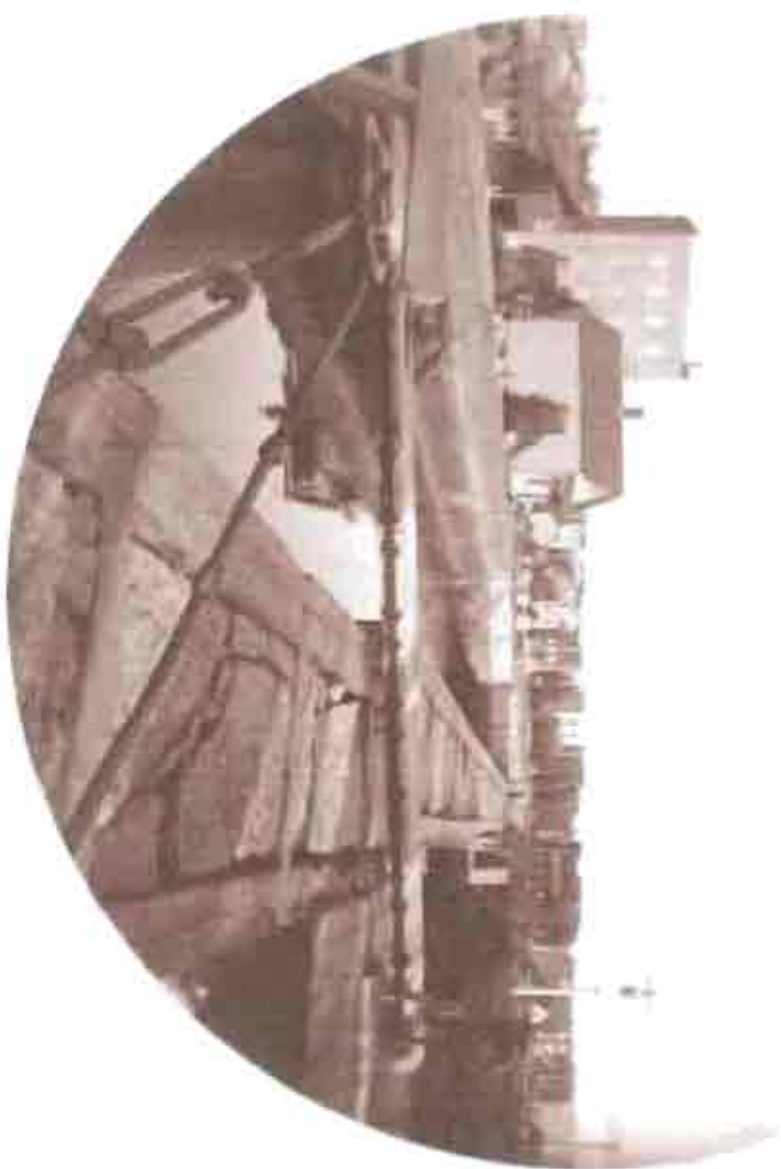
Printed Name (Group Representative): 

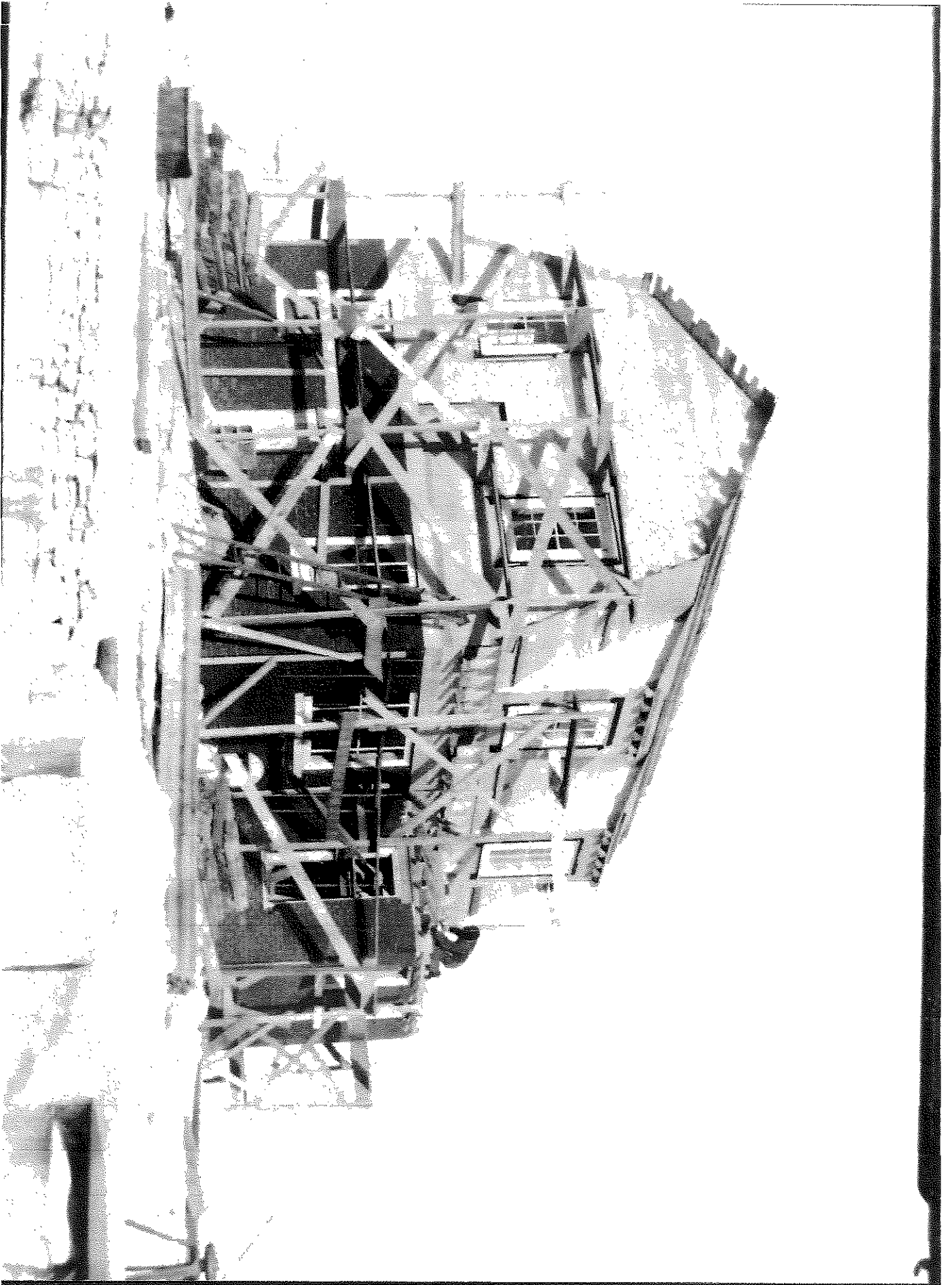


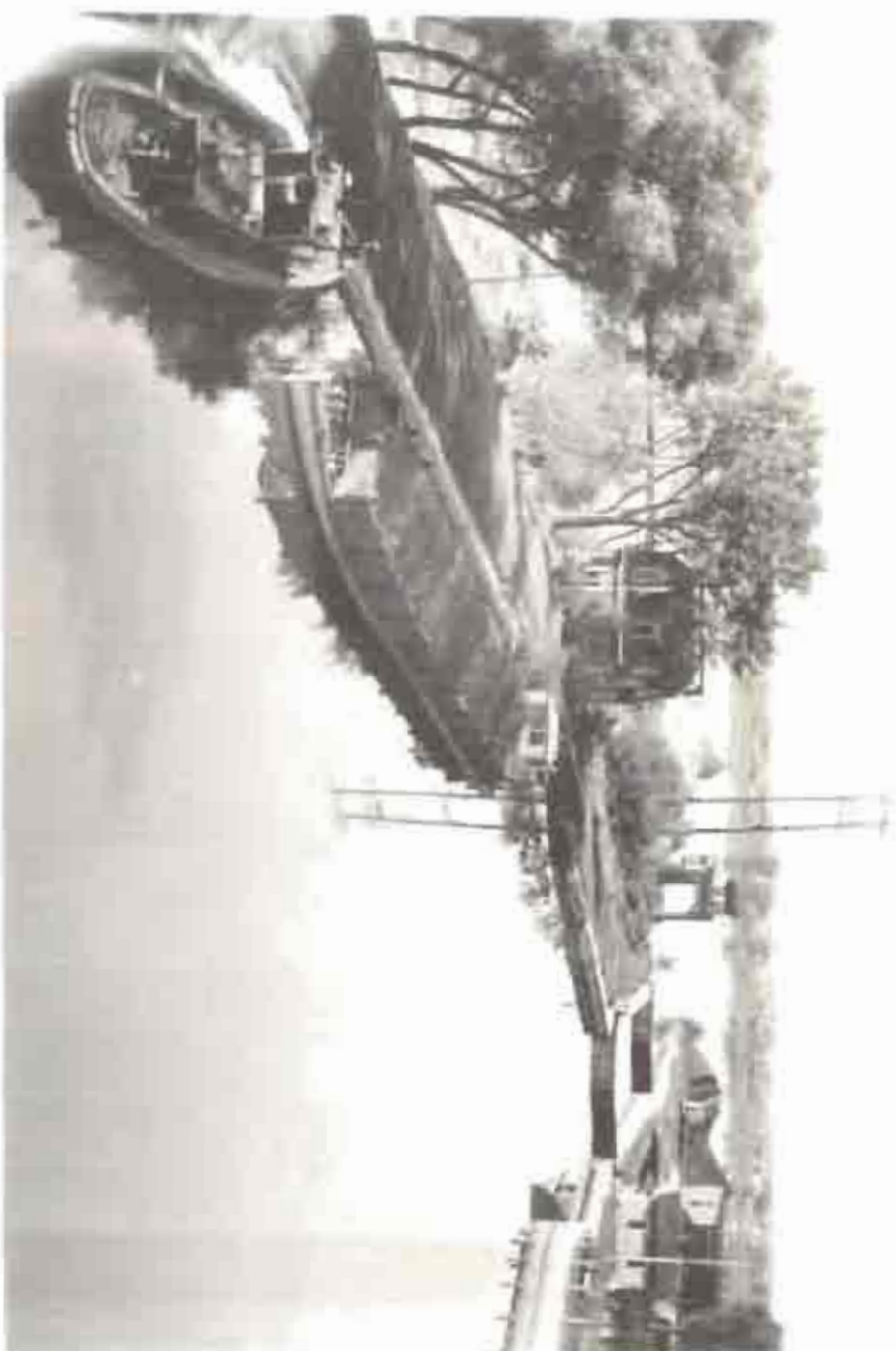
BE Flamingo Jeff Brown











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PACKET: 04014 JUN 2013 COUNCIL - 1 6-4-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4632	ACCURATE LLC							
	I-201305302231	ACCURATE LLC	R	6/04/2013		13,880.00CR	068194	13,880.00
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1306601	ACCURATE SUSPENSION WAREHOUSE	R	6/04/2013		54.66CR	068195	54.66
0217	AGRI-PARTNERS COOPERATIVE							
	I-201305302232	AGRI-PARTNERS COOPERATIVE	R	6/04/2013		29.97CR	068196	
	I-201305302233	AGRI-PARTNERS COOPERATIVE	R	6/04/2013		18.98CR	068196	48.95
0302	AIRGAS USA LLC							
	I-9909619423	AIRGAS USA LLC	R	6/04/2013		150.49CR	068197	
	I-9909619424	AIRGAS USA LLC	R	6/04/2013		366.45CR	068197	516.94
6406	ALLIANCE CONSTRUCTION & DESIGN							
	I-846	ALLIANCE CONSTRUCTION & DESIGN	R	6/04/2013		7,100.00CR	068198	7,100.00
0006	VILLAGE OF ALLOUEZ							
	I-11432	VILLAGE OF ALLOUEZ	R	6/04/2013		3,445.00CR	068199	3,445.00
0007	AMBROSIOUS SALES & SERVICE							
	I-72032	AMBROSIOUS SALES & SERVICE	R	6/04/2013		227.60CR	068200	227.60
6022	APPLETON POST CRESCENT							
	I-7151407	APPLETON POST CRESCENT	R	6/04/2013		1,150.12CR	068201	1,150.12
0496	ASTRO HYDRAULICS INC							
	I-41100	ASTRO HYDRAULICS INC	R	6/04/2013		115.55CR	068202	115.55
0020	BADGERLAND PRINTING INC							
	I-71669	BADGERLAND PRINTING INC	R	6/04/2013		30.00CR	068203	30.00
0023	BATTERIES PLUS LLC							
	I-501-394425	BATTERIES PLUS LLC	R	6/04/2013		34.50CR	068204	
	I-501-394600	BATTERIES PLUS LLC	R	6/04/2013		155.50CR	068204	190.00
1369	BAY REPORTING SERVICE INC							
	I-25434	BAY REPORTING SERVICE INC	R	6/04/2013		180.40CR	068205	180.40
0027	BAY TOWEL INC							
	I-1632348	BAY TOWEL INC	R	6/04/2013		50.42CR	068206	
	I-1635615	BAY TOWEL INC	R	6/04/2013		33.64CR	068206	
	I-1635616	BAY TOWEL INC	R	6/04/2013		50.42CR	068206	
	I-1637526	BAY TOWEL INC	R	6/04/2013		116.91CR	068206	
	I-1637553	BAY TOWEL INC	R	6/04/2013		77.66CR	068206	
	I-1638893	BAY TOWEL INC	R	6/04/2013		33.64CR	068206	362.69

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PACKET: 04014 JUN 2013 COUNCIL - 1 6-4-13

VENDOR SET: 01

BANK: AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6473	BEAVER OF WISCONSIN INC							
	I-81708	BEAVER OF WISCONSIN INC	R	6/04/2013		43.50CR	068207	43.50
0649	BRAUER SUPPLY & EQUIPMENT							
	I-20130510	BRAUER SUPPLY & EQUIPMENT	P	6/04/2013		33.66CR	068208	33.66
0751	BRIDGEPORT TRUCK MFG. INC.							
	I-26582-00	BRIDGEPORT TRUCK MFG. INC.	R	6/04/2013		319.66CR	068209	
	I-26594-00	BRIDGEPORT TRUCK MFG. INC.	P	6/04/2013		110.61CR	068209	430.27
0039	BROOKS TRACTOR INC							
	I-D24587	BROOKS TRACTOR INC	R	6/04/2013		11.96CR	068210	11.96
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201305302234	BROWN COUNTY HIGHWAY COMMISSIO	R	6/04/2013		216.10CR	068211	216.10
0710	CADRE							
	I-123064	CADRE	R	6/04/2013		368.80CR	068212	
	I-123316	CADRE	R	6/04/2013		368.80CR	068212	737.60
0115	CARQUEST AUTO PARTS LLC							
	I-6339-169340	CARQUEST AUTO PARTS LLC	R	6/04/2013		103.84CR	068213	103.84
0468	CENTRAL SERVICE CENTER							
	I-21343	CENTRAL SERVICE CENTER	R	6/04/2013		373.82CR	068214	373.82
2708	CLEANING SOLUTION SERVICES INC							
	I-05-8185	CLEANING SOLUTION SERVICES INC	R	6/04/2013		174.44CR	068215	
	I-05-8205	CLEANING SOLUTION SERVICES INC	R	6/04/2013		1,363.55CR	068215	1,537.99
0063	DAANEN & JANSSEN INC							
	I-129288	DAANEN & JANSSEN INC	R	6/04/2013		660.00CR	068216	
	I-129467	DAANEN & JANSSEN INC	R	6/04/2013		15.00CR	068216	
	I-219466	DAANEN & JANSSEN INC	R	6/04/2013		315.00CR	068216	990.00
1183	DE CLEENE TRUCK REPAIR & REFRIG INC							
	I-176152	DE CLEENE TRUCK REPAIR & REFRIG	R	6/04/2013		14.97CR	068217	
	I-176225	DE CLEENE TRUCK REPAIR & REFRIG	R	6/04/2013		82.25CR	068217	97.22
4232	DICKSON							
	I-905445	DICKSON	R	6/04/2013		213.00CR	068218	213.00

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PACKET: 04014 JUN 2013 COUNCIL - 1 6-4-13

VENDOR SET: 01

RANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0970	DIESEL SPECIALISTS OF GREEN BAY INC							
	I-G64206	DIESEL SPECIALISTS OF GREEN BA	R	6/04/2013		11.33CR	068219	11.33
0075	DIGGERS HOTLINE INC							
	I-130 4 36401	DIGGERS HOTLINE INC	R	6/04/2013		543.29CR	068220	543.29
6030	DISCOUNT SCHOOL SUPPLY							
	I-P29723360001	DISCOUNT SCHOOL SUPPLY	R	6/04/2013		257.82CR	068221	257.82
0079	DORSCH CORP							
	I-168177	DORSCH CORP	R	6/04/2013		66.92CR	068222	66.92
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-J554917	EMERGENCY MEDICAL PRODUCTS INC	R	6/04/2013		1,099.55CR	068223	1,099.55
6740	ENCADRIA STAFFING SOLUTIONS LLC							
	I-IVC010000210196	ENCADRIA STAFFING SOLUTIONS LL	R	6/04/2013		754.38CR	068224	754.38
3055	ETR ASSOCIATES							
	I-IP183311	ETR ASSOCIATES	R	6/04/2013		20.50CR	068225	20.50
0091	FASTENAL COMPANY							
	I-WIGRE271647	FASTENAL COMPANY	R	6/04/2013		16.54CR	068226	
	I-WIGRE273216	FASTENAL COMPANY	R	6/04/2013		4.67CR	068226	21.21
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-11842	FIRE APPARATUS & EQUIPMENT INC	R	6/04/2013		26.93CR	068227	
	I-11864	FIRE APPARATUS & EQUIPMENT INC	R	6/04/2013		182.40CR	068227	209.33
4611	FIRE-SAFETY CONSULTING & SERVICES							
	I-12659	FIRE-SAFETY CONSULTING & SERVI	R	6/04/2013		1,927.50CR	068228	1,927.50
0098	FLY ME FLAG CO INC							
	I-3161	FLY ME FLAG CO INC	R	6/04/2013		197.54CR	068229	197.54
0195	FOX SPECIALITY COMPANY							
	I-24999	FOX SPECIALITY COMPANY	R	6/04/2013		137.94CR	068230	137.94
0562	GALL'S INC							
	I-606339	GALL'S INC	R	6/04/2013		41.40CR	068231	41.40
0111	GAT SUPPLY INC							
	I-16796	GAT SUPPLY INC	R	6/04/2013		160.00CR	068232	160.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0116	GRAINGER INC							
	I-9145177532	GRAINGER INC	R	6/04/2013		49.70CR	068233	
	I-9145177540	GRAINGER INC	R	6/04/2013		556.35CR	068233	606.05
3521	HD SUPPLY WATERWORKS LTD							
	I-7963814	HD SUPPLY WATERWORKS LTD	R	6/04/2013		166.80CR	068234	
	I-9471279	HD SUPPLY WATERWORKS LTD	R	6/04/2013		339.50CR	068234	506.30
0912	HEID MUSIC CO							
	I-1015183	HEID MUSIC CO	R	6/04/2013		70.00CR	068235	
	I-1015186	HEID MUSIC CO	R	6/04/2013		217.60CR	068235	287.60
1399	INDOFF INC							
	I-2276189	INDOFF INC	R	6/04/2013		50.35CR	068236	
	I-2278176	INDOFF INC	R	6/04/2013		108.26CR	068236	
	I-2278837	INDOFF INC	R	6/04/2013		10.38CR	068236	
	I-2279499	INDOFF INC	R	6/04/2013		690.00CR	068236	
	I-2282526	INDOFF INC	R	6/04/2013		43.24CR	068236	
	I-2283959	INDOFF INC	R	6/04/2013		139.99CR	068236	
	I-2284387	INDOFF INC	R	6/04/2013		175.80CR	068236	1,218.02
1338	JAMES E KOCKEN TRUCKING							
	I-0375	JAMES E KOCKEN TRUCKING	R	6/04/2013		225.00CR	068237	
	I-0401	JAMES E KOCKEN TRUCKING	R	6/04/2013		225.00CR	068237	
	I-0405	JAMES E KOCKEN TRUCKING	R	6/04/2013		225.00CR	068237	675.00
1276	JX ENTERPRISES INC							
	C-D-231370068	JX ENTERPRISES INC	R	6/04/2013		20.74	068238	
	I-D-231280138	JX ENTERPRISES INC	R	6/04/2013		62.23CR	068238	
	I-D-231310003	JX ENTERPRISES INC	R	6/04/2013		31.22CR	068238	
	I-D-231350124	JX ENTERPRISES INC	R	6/04/2013		79.29CR	068238	
	I-D-231370022	JX ENTERPRISES INC	R	6/04/2013		73.03CR	068238	
	I-D-231420099	JX ENTERPRISES INC	R	6/04/2013		28.24CR	068238	
	I-D-231430016	JX ENTERPRISES INC	R	6/04/2013		64.00CR	068238	
	I-D-231430082	JX ENTERPRISES INC	R	6/04/2013		33.17CR	068238	300.43
1139	LARRY'S PIGGLY WIGGLY							
	I-201305302235	LARRY'S PIGGLY WIGGLY	R	6/04/2013		32.00CR	068239	32.00
0156	LAWSON PRODUCTS INC							
	I-9301659647	LAWSON PRODUCTS INC	R	6/04/2013		379.50CR	068240	379.50

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME , I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4254	MEACHAM NURSERY							
	I-IV13-3009	MEACHAM NURSERY	R	6/04/2013		1,910.00CR	068241	1,910.00
0173	MENARDS INC							
	I-19168	MENARDS INC	R	6/04/2013		54.54CR	068242	
	I-19941	MENARDS INC	R	6/04/2013		54.99CR	068242	
	I-20178	MENARDS INC	R	6/04/2013		69.63CR	068242	
	I-20200	MENARDS INC	R	6/04/2013		5.99CR	068242	184.55
5891	MIDWEST ENGINEERING SERVICES INC							
	I-G350021-IN	MIDWEST ENGINEERING SERVICES I	R	6/04/2013		1,987.80CR	068243	1,987.80
0076	NASSCO INC							
	I-S1678935.001	NASSCO INC	R	6/04/2013		105.61CR	068244	105.61
2821	NEENAH FOUNDRY COMPANY							
	I-75085	NEENAH FOUNDRY COMPANY	R	6/04/2013		8,971.80CR	068245	
	I-75237	NEENAH FOUNDRY COMPANY	R	6/04/2013		1,598.00CR	068245	10,569.80
0531	NORTHEAST AUTO PARTS INC							
	I-278634	NORTHEAST AUTO PARTS INC	R	6/04/2013		23.99CR	068246	
	I-278940	NORTHEAST AUTO PARTS INC	R	6/04/2013		27.48CR	068246	
	I-279022	NORTHEAST AUTO PARTS INC	R	6/04/2013		36.98CR	068246	
	I-279051	NORTHEAST AUTO PARTS INC	R	6/04/2013		8.49CR	068246	
	I-279090	NORTHEAST AUTO PARTS INC	R	6/04/2013		23.98CR	068246	
	I-279123	NORTHEAST AUTO PARTS INC	R	6/04/2013		23.98CR	068246	
	I-279287	NORTHEAST AUTO PARTS INC	R	6/04/2013		34.76CR	068246	
	I-279316	NORTHEAST AUTO PARTS INC	R	6/04/2013		46.61CR	068246	226.47
4250	NORTHERN LAKE SERVICE							
	I-233125	NORTHERN LAKE SERVICE	R	6/04/2013		1,380.00CR	068247	1,380.00
5222	P J KORTENS & CO INC							
	I-10014924	P J KORTENS & CO INC	R	6/04/2013		348.00CR	068248	
	I-10014925	P J KORTENS & CO INC	R	6/04/2013		1,595.25CR	068248	1,943.25
0197	PACKER CITY INTERNATIONAL INC							
	C-1-231410037	PACKER CITY INTERNATIONAL INC	R	6/04/2013		114.40	068249	
	I-1-231400030	PACKER CITY INTERNATIONAL INC	R	6/04/2013		718.64CR	068249	
	I-1-231410035	PACKER CITY INTERNATIONAL INC	R	6/04/2013		242.65CR	068249	646.69
0208	POMP'S TIRE SERVICE INC							
	I-1010008550	POMP'S TIRE SERVICE INC	R	6/04/2013		1,850.16CR	068250	
	I-90007636	POMP'S TIRE SERVICE INC	R	6/04/2013		45.00CR	068250	
	I-90007641	POMP'S TIRE SERVICE INC	R	6/04/2013		317.77CR	068250	
	I-90007694	POMP'S TIRE SERVICE INC	R	6/04/2013		572.46CR	068250	2,785.33

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PACKET: 04014 JUN 2013 COUNCIL - 1 6-4-13

VENDOR SET: 01

RANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0209	POOL WORKS INC I-55573-1	POOL WORKS INC	R	6/04/2013		20.97CR	068251	20.97
1701	PRAXAIR DISTRIBUTION INC I-45690516	PRAXAIR DISTRIBUTION INC	R	6/04/2013		24.59CR	068252	24.59
1246	PREVEA WORKMED INC I-84319 I-84366	PREVEA WORKMED INC PREVEA WORKMED INC	R R	6/04/2013 6/04/2013		528.50CR 117.00CR	068253 068253	645.50
0395	PRO ONE JANITORIAL INC I-83677	PRO ONE JANITORIAL INC	P	6/04/2013		992.13CR	068254	992.13
0216	PROMOTIONAL DESIGNS INC I-188151	PROMOTIONAL DESIGNS INC	R	6/04/2013		52.00CR	068255	52.00
0227	REINDERS INC I-1434611-00	REINDERS INC	P	6/04/2013		28.79CR	068256	28.79
1548	RETTLER CORPORATION I-10106	RETTLER CORPORATION	R	6/04/2013		1,550.00CR	068257	1,550.00
0158	ROBERT E LEE & ASSOCIATES INC I-66402	ROBERT E LEE & ASSOCIATES INC	R	6/04/2013		2,384.52CR	068258	2,384.52
4360	ROCK OIL REFINING INC I-223743	ROCK OIL REFINING INC	R	6/04/2013		80.00CR	068259	80.00
5632	RW MANAGEMENT GROUP INC I-0613-606	RW MANAGEMENT GROUP INC	R	6/04/2013		9,000.00CR	068260	9,000.00
4275	SANOPI PASTEUR I-901397628	SANOPI PASTEUR	R	6/04/2013		169.59CR	068261	169.59
0241	SCHOOL HOUSE I-526780	SCHOOL HOUSE	R	6/04/2013		29.99CR	068262	29.99
0406	SIMPLEXGRINNELL INC I-68944637	SIMPLEXGRINNELL INC	R	6/04/2013		175.04CR	068263	175.04
1394	PETER SMITH I-201305302236	PETER SMITH	R	6/04/2013		199.50CR	068264	199.50

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VENDOR SET 01

BANK . AP ASSOCIATED

VENDOR	NAME / I D	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1494	STATE BAR CLE REGISTRATIONS							
	I-483738	STATE BAR CLE REGISTRATIONS	R	6/04/2013		61.34CR	068265	61.34
0257	STREICHER'S INC							
	I-11021873	STREICHER'S INC	R	6/04/2013		78.98CR	068266	
	I-1102890	STREICHER'S INC	R	6/04/2013		16.99CR	068266	95.97
0264	THOMAS ELECT INC							
	I-17974	THOMAS ELECT INC	R	6/04/2013		550.00CR	068267	550.00
4842	THOMSON REUTERS							
	I-827242087	THOMSON REUTERS	R	6/04/2013		361.60CR	068268	361.60
5454	TRANSPORT REFRIGERATION INC							
	I-317272-100	TRANSPORT REFRIGERATION INC	R	6/04/2013		38.23CR	068269	
	I-317307-100	TRANSPORT REFRIGERATION INC	R	6/04/2013		43.44CR	068269	81.67
0268	TRUCK EQUIPMENT INC							
	I-8314	TRUCK EQUIPMENT INC	R	6/04/2013		36.20CR	068270	36.20
6772	UNITED STATES TENNIS ASSOCIATION							
	I-201305302237	UNITED STATES TENNIS ASSOCIATION	R	6/04/2013		35.00CR	068271	35.00
0282	WESCO DISTRIBUTION INC							
	I-298761	WESCO DISTRIBUTION INC	R	6/04/2013		55.20CR	068272	55.20
6773	WESTRUM LEAF DETECTION							
	I-2491	WESTRUM LEAF DETECTION	R	6/04/2013		20,595.00CR	068273	20,595.00
0294	WI DEPT OF TRANSPORTATION BBS							
	I-124204	WI DEPT OF TRANSPORTATION BBS	R	6/04/2013		170.54CR	068274	
	I-124275	WI DEPT OF TRANSPORTATION BBS	R	6/04/2013		49.82CR	068274	220.36
6774	WI REGIONAL SECURITY							
	I-212	WI REGIONAL SECURITY	R	6/04/2013		186.90CR	068275	186.90

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	82	0.00	101,114.99	101,114.99
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PPE-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:	82	0.00	101,114.99	101,114.99

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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PACKET: 04014 JUN 2013 COUNCIL - 1 6-4-13

VENDOR SET: 00

BANK : AF ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	6/2013	55,735.23CR
201	6/2013	140.81CR
208	6/2013	74.97CR
235	6/2013	736.00CR
405	6/2013	16,712.48CR
601	6/2013	25,335.04CR
650	6/2013	2,380.46CR
=====		
ALL		101,114.99CR

CITY OF DE PERE - JUNE 4, 2013

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

RESOLUTION #13-80

AUTHORIZING MASTER COMMERCIAL ELECTRICAL
INSPECTOR AGREEMENT WITH ROBERT B. GERBERS

WHEREAS, the City has employed Robert Gerbers as a part-time electrical inspector since 1996; and

WHEREAS, the parties wish to extend the term of such part-time employment through December 31, 2015;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized to execute such Master Commercial Electrical Inspector Employment Agreement, as is attached hereto and incorporated by reference as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of June, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Master Commercial Electrical Inspector Employment Agreement

THE CITY OF DE PERE, a Wisconsin municipal corporation ("City") hereby agrees to employ Robert B. Gerbers in the part-time position of Master Commercial Electrical Inspector of the City of De Pere ("Inspector") and Inspector hereby agrees to accept such employment subject to the following terms and conditions:

Section I. Effective Date. Such employment shall commence as of January 1, 2013, and, subject to the termination provisions of Section II. (e), shall continue until December 31, 2015.

Section II. Nature of Position and Duties.

(a) Part-Time Employment. Inspector shall be employed to work on an average of between 8 and 10 hours per week, not to exceed an annual maximum of 599 hours. The specific scheduling of such work shall be subject to the direction and approval of the City Building Inspector or, in the Building Inspector's absence, the Assistant Building/Plumbing Inspector ("Designee"). Inspector shall maintain a daily log specifying hours and duties performed under this Agreement. Such log shall be submitted to the City Building Inspector or Designee on a biweekly basis.

(b) Compensation. Inspector shall be compensated at an hourly rate of \$30.00. The hourly rate, in accordance with the approved daily log, will be paid on a biweekly basis in accordance with normal City employee payroll policies. Inspector shall not accumulate vacation, holiday, or sick leave, nor shall Inspector be eligible for coverage under the City's Health and Dental Plans.

(c) Job Duties. Inspector shall perform all commercial electrical inspections in the City upon assignment and direction by the City Building Inspector or Designee. Inspector shall not

have authority to act on behalf of the City of De Pere under this Agreement or otherwise except upon prior direction and assignment under this section. To ensure ability to perform these services, Inspector shall maintain certification as a Commercial Electrical Inspector within the State of Wisconsin at no cost to the City, and shall maintain with the City a valid current certificate demonstrating such certification.

(d) Conflicts Prohibited.

1. Inspector shall not inspect under this Agreement any facility in or upon which Inspector has performed electrical work in a private capacity.
2. Inspector shall not engage in any other employment which interferes with the full and faithful discharge of duties to the City or any other breach of the City's Code of Ethics, § 10-16, De Pere Municipal Code.

(e) Termination. Inspector's position with the City may be terminated by either party at will upon sixty (60) days written notice to the other party.

Section III. City Records. All files and records concerning inspections undertaken by Inspector under this Agreement shall belong to, and remain the property of, the City. The City shall furnish such clerical supplies as may be necessary in the discretion of the Building Inspector for the Inspector to perform the duties required under this Agreement.

Section IV. Standard of Care. Inspector agrees to, at all times, faithfully, industriously, and, to the best of his/her ability, experience, and talents, perform the duties that are required pursuant to the express and implied terms of this Agreement to the satisfaction of the City.

Section V. Insurance Coverage.

(a) Workers Compensation. As an employee of the City, Inspector shall be insured under the City's workers compensation coverage.

(b) Automobile Insurance. Inasmuch as Inspector will be using a privately owned automobile in carrying out the responsibilities of this Agreement, Inspector shall be required to maintain adequate insurance on such automobile and file with the City certificates demonstrating the maintenance of such insurance.

Section VI. Miscellaneous.

(a) Construction of Agreement. This Agreement is intended to constitute a full and complete understanding of the Employment Agreement between the City and Inspector.

(b) Law Governing. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin.

(c) Interpretation. Headings used in this Agreement are for convenience of reference only and do not constitute a part of the Agreement unless the context clearly requires. If any section of this Agreement is held to be invalid by operation of law or tribunal of competent jurisdiction

or enforcement of any part should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

Dated in De Pere, Wisconsin, this _____ day of May, 2013.

Master Commercial Electrician

City of De Pere

Robert B. Gerbers

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer