## 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 May 21, 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 Time Warner Cable Channel 4 and Channel 99 AT&T U-verse. This meeting is also rebroadcast on Time Warner Cable Channel 4 and Channel 99AT&T U-verse throughout the week.***

**AGENDA FOR SAID MEETING:**

1. Roll call.

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the May 2, 2013 special meeting and May 7, 2013 regular meeting of the Common Council.

4. Public comment upon matters not on agenda or other announcements.

5. Recommendation from the Board of Public Works to:

    A. Approve donation of Pedestrian Actuated Signs (2) from St. Norbert for installation on Third Street at the Baer Mall Crossing.

    B. Award Project 13-05 Sidewalk, Curb, and Concrete Pavement Repair.

6. Recommendation from the Park Board to approve:

    A. Donation from the family of Patricia Beck to be used for card activities.

7. Recommendation from the Finance/Personnel Committee:

    A. 2013-2014 insurance liability policy renewals.

8. Recommendation from the License Committee:

    A. Application for a Class "B" Beer & "Class B" Liquor License for Replay Sports Bar, 1731 Fort Howard Avenue.

    B. 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.

9. Presentation by Brown County on the status of the Environmental Impact Statement and overall projected timeline to complete the southern bridge project.

10. Resolution #13-46 Revised, Making Recommendation To New Water (formerly GBMSD) Regarding Preferred Revised Sewer Rate Alternative.

11. Resolution #13-55, Disallowance Of Claim (Jeff and Hanna Zepnick d/b/a Hanna's Nails & Spa).

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.

13. Resolution #13-57 A Resolution Requesting Timely And Dependable State-Facilitated Data To Local Units Of Government.

14. Resolution #13-58, Amending Government Access Channel Rules And Regulations By Establishing New Programming Policy And Operational Procedures For Government Access Station.

15. Resolution #13-59, Authorizing Brown County/Municipal Agreement (CTH PP from Viking Lane to STH 57).

16. Resolution #13-60, Authorizing Second Amendment To State/Municipal Agreement For US Highway 41 Improvement Project.

17. Resolution #13-61, Awarding Official City Newspaper Contract.

18. Resolution #13-62, Authorizing Objection With Reservation Of Right To File Claim In MasterCard/VISA Class Action Litigation.

19. Resolution #13-63, Resolution Establishing Non-Lapsing Funds As Of December 31, 2012.

20. Voucher approval.

21. Applications for Operator's Licenses.

22. Future agenda items.

23. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, May 20, 2013 so that arrangements can be made.

<u>AGENDA SENT TO</u>:
Mayor
Alderpersons
Department Heads
TV, Newspapers, & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Chuck Lamine-Brown County
Cole Runge-Brown County
Brian O' Shaughnessy-313 Main De Pere, LLC
Steve Jakups
Aaron Zillmer
Paul Fontecchio
Tom Sigmund
Robert Gerbers
Laurie Bolle-Gannett Wisconsin Media
Jeff Zepnick
Linda Luecke

**SPECIAL COMMON COUNCIL MEETING**
**CITY OF DE PERE, WISCONSIN – May 2, 2013**

DRAFT

The Common Council of the City of De Pere, Wisconsin, met in Special Session at the Council Chambers in City Hall, on Thursday, May 2, 2013.

Mayor Walsh called the meeting to order at 5:55 p.m. Roll call was taken and the following members were present: Alderpersons Scott Crevier, Michael Donovan, Robert Heuvelmans, Jim Kneiszel, Larry Lueck & Lisa Rafferty. Alderpersons Kevin Bauer and James Boyd were excused.

2. The Hearing upon the Complaint filed by Judith Schmidt-Lehman, City of De Pere, to consider suspension or revocation of the Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License issued to David L. Williquette, d/b/a Willi's Bar & Grill, for the premises at 1605 Fort Howard Avenue, De Pere, Wisconsin was conducted at 6:55 p.m. Myrna Williquette, Court Reporter, transcribed the minutes for the hearing. Her minutes have been placed on file with the City Clerk's Office and are attached as an addendum to these minutes. Assistant Green Bay City Attorney Kail Decker acted as the Common Council's legal advisor for the hearing, as De Pere City Attorney Judith Schmidt-Lehman brought the charges before the council and acted in the role of prosecutor.

Alderperson Bauer arrived at 6:25 p.m.

3. Alderperson Heuvelmans moved, seconded by Alderperson Crevier, to convene in closed session at 6:42 p.m. pursuant to Wis. Stats. §19.85(1)(a) for deliberations by the Council upon the conclusion of the hearing. Upon roll call vote, motion carried unanimously.

Alderperson Donovan moved, seconded by Alderperson Heuvelmans, to reconvene in open session at 6:57 p.m. pursuant to Wis. Stats. §19.83 and 19.85(2). Upon roll call vote, motion carried unanimously.

4. Alderperson Crevier moved, seconded by Alderperson Kneiszel, that the alcohol licenses issued to David L. Williquette, d/b/a Willi's Bar & Grill, for the premises at 1605 Fort Howard Avenue be suspended from 8:00 a.m. on May 13th, 2013 to 8:00 a.m. on May 23rd, 2013 for a total of 10 days. Upon vote, motion carried 7-0.

Upon motion by Alderperson Kneiszel, seconded by Alderperson Rafferty, the Common Council adjourned at 7:01 p.m.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

**COMMON COUNCIL MEETING**
**CITY OF DE PERE, WISCONSIN – May 7, 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 7, 2013.

Mayor Mike Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, Scott Crevier, Mike Donovan, Robert Heuvelmans, Jim Kneiszel, and Lisa Rafferty. Alderpersons James Boyd and Larry Lueck were excused. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Bauer moved, seconded by Alderperson Heuvelmans, to approve the minutes of the April 16, 2013 regular meeting of the Common Council. Upon vote, the minutes were approved unanimously.

4A. A Public Hearing on the vacation of a portion of Charles Street right-of-way and alleyway adjacent thereto (between Broadway and Wisconsin Streets) was presented. Clerk Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal, on April 11th, April 18th, and April 25th, 2013.

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

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

4C. Resolution 13-04, Regarding The Vacation Of A Portion Of Charles Street Right-Of-Way And Alleyway Adjacent Thereto (Between Broadway and Wisconsin Streets) was presented for consideration. Alderperson Donovan moved, seconded by Alderperson Rafferty, to approve the resolution. Upon vote, motion carried 5-1 with Alderperson Kneiszel voting nay.

5. <u>Public Comment or other Announcements</u>. None.

<u>RECOMMENDATION FROM THE PARK BOARD</u>

6A. A recommendation from the Park Board to accept a donation for $1,040 value from Jim's Music to replace and install the sound system at Legion Park Pool was presented. Alderperson Bauer moved, seconded by Alderperson Rafferty to approve the donation. Upon vote, motion carried unanimously.

6B. A recommendation from the Park Board to accept a donation for $3,276 value from Shopko for 5,000 eggs that were used for the annual Easter Egg Hunt/Event held at the Community Center was presented. Alderperson Heuvelmans moved, seconded by Alderperson Crevier to approve the donation. Upon vote, motion carried unanimously.

<u>RECOMMENDATION FROM THE LICENSE COMMITTEE</u>

7A. Application for a Class "B" Beer & "Class B" Liquor License for Bonsai Sushi and Asian Cuisine, 116 S. Broadway St., De Pere, WI was presented. Alderperson Bauer moved, seconded by Alderperson Heuvelmans to approve the application. Upon vote, motion carried unanimously.

7B. 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 "Class C" Wine Licenses for the licensing period July 1, 2013 to June 30, 2014 were presented. Alderperson Bauer moved, seconded by Alderperson Heuvelmans to approve the renewal applications. Upon vote, motion carried unanimously.

7C. Application for a Class "B" Beer & "Class B" Liquor License for The Landing Bar & Grill, LLC, 1605 Ft. Howard Ave., De Pere, WI for the licensing period July 1, 2013 to June 30, 2014 was presented. Alderperson Bauer moved, seconded by Alderperson Heuvelmans to approve the application. Upon vote, motion carried unanimously.

8. Resolution 13-51, Authorizing Agreement Regarding the Purchase of Fiber Optic Cabling Between Saint Norbert College, Inc. and the De Pere Fiber Optic Group was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the resolution. Upon roll call vote, motion carried 5-0 with Alderperson Crevier abstaining.

9. Resolution 13-52, Resolution Authorizing Site Assessment Grant Application to Wisconsin Economic Development Corporation was presented. Alderperson Bauer moved, seconded by Alderperson Donovan, to approve the resolution. Discussion followed. Upon vote, motion carried 5-1 with Alderperson Kneiszel voting nay.

10. Resolution 13-53, Authorizing Memoranda Of Agreement For Weights And Measures Inspection was presented. Alderperson Kneiszel moved, seconded by Alderperson Heuvelmans to approve the resolution. Discussion followed. Upon roll call vote, motion carried unanimously.

11. Resolution 13-54, Authorizing Termination Of Agenda Status Agreement With State Of Wisconsin (Sanitarian Responsibilities) was presented. Alderperson Donovan moved, seconded by Alderperson Kneiszel to approve the resolution. Discussion followed and Interim Director Ellen Moore answered the Council's questions. Upon roll call vote, motion carried unanimously.

12. Discussion regarding the status of the De Pere Riverwalk was presented. Alderperson Crevier moved, seconded by Alderperson Heuvelmans to open the meeting. Upon vote, motion carried unanimously. Allyson Watson, Director of Definitely De Pere, informed the Council of the May 4th Grand Opening held for the De Pere Riverwalk and announced that an additional $3,050 was donated at the event. Alderperson Donovan moved, seconded by Alderperson Bauer to close the meeting. Upon vote, motion carried unanimously.

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

14. Applications for Operator's Licenses were presented.

| CITY OF DE PERE - May 7, 2013 | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| ITEM# | | NAME | ADDRESS | CITY | ST | ZIP |
| **Previously Tabled Operator Licenses for the 2012-2014 Licensing Period** | | | | | | |
| 1 | | PAUL, AMANDA M. | 480 N. GOOD HOPE | DE PERE | WI | 54115 |
| **Temporary Operator Licenses for the 2012-2014 Licensing Period** | | | | | | |
| 1 | | CORRIGAN, SHELLEY A. | 813 4TH ST. | DE PERE | WI | 54115 |
| 2 | | MEYER, PAULA K. | 1411 MISSION HGTS. RD. | DE PERE WI | WI | 54115 |
| 3 | | PHILLIPS, DAVID J. | 1214 MICHALINE DR. | GREEN BAY | WI | 54304 |
| **Operator Licenses for the 2012-2014 Licensing Period** | | | | | | |
| 1 | | CLEVEN, ANDREW S. | 1542 GOLDEN MOON CT. | DE PERE | WI | 54115 |
| 2 | | KETTNER, COURTNEY L. | 1754 O'HEARN LN. | DE PERE | WI | 54115 |
| 3 | | LOTZ, JEFFREY M. | 1895 PARIS LN. | DE PERE | WI | 54115 |
| 4 | | NEY, THERESE A. | 1925 TERRY LN. | DE PERE | WI | 54115 |
| 5 | | NORTON, JOYLYNN M. | 1582 O'KEEFE RD. | DE PERE | WI | 54115 |
| 6 | | TODOROV, KRISTIE K. | 1146 STATE ST. | GREEN BAY | WI | 54304 |
| 7 | | TYLER, JANE K. | 1128 PINE ST., APT. 5 | MARINETTE | WI | 54301 |
| 8 | | ZICH, RENEE L. | 715 KELLOGG ST. | GREEN BAY | WI | 54303 |

Alderperson Bauer moved, seconded by Alderperson Heuvelmans to approve Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Heuvelmans to approve Temporary Operator License Applications #1-3. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Heuvelmans to approve Operator License Applications #1-2 and 4-8 and to table Operator License Application #3. Upon vote, motion carried unanimously.

15. Future Agenda Items. Alderperson Donovan requested a report from staff regarding the South Bridge. The Council agreed to remove the Riverwalk update from future agendas.

16. Discussion of Fire Union Furlough Arbitration Decision. Alderperson Crevier moved, seconded by Alderperson

Kneiszel to convene in closed session at 8:03 p.m. Upon roll call vote, motion carried unanimously.

Alderperson Heuvelmans moved, seconded by Alderperson Bauer, to reconvene in open session. Upon roll call vote, motion carried unanimously. No action was taken.

Alderperson Crevier moved, seconded by Alderperson Kneiszel to adjourn. Upon vote, motion carried unanimously. The Common Council adjourned at 8:35 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

**RECOMMENDATIONS**

May 14, 2013
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, May 13, 2013:

A. Recommend acceptance of the donation of pedestrian actuated signs (2) from St Norbert for installation on Third Street at the Baer Mall Crossing. Signs are to be installed by a City contractor with the City reimbursed from St. Norbert for the additional expense.

B. Recommend award the bid for Project 13-05 Sidewalk, Curb, and Concrete Pavement Repair to Fischer Ulman Construction Inc., 1115 S. Theodore St., Appleton, Wisconsin 54915 in the amount of $113,390.00.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

Eric P. Rakers, P.E.
City Engineer

# City of De Pere
# Public Works Department **Memo**

| | |
|---|---|
| **To:** | Honorable Mayor Walsh<br>Members of the Board of Public Works |
| **From:** | Eric Rakers, P.E., City Engineer EPR |
| **Date:** | May 9, 2013 |
| **Subject:** | Consider Donation of Pedestrian Actuated Signs (2) from St Norbert for Installation at Third Street at the Baer Mall Crossing* |

St Norbert College has obtained a grant to install pedestrian actuated signals on Third Street at the Baer Mall Crossing. The signals would be similar to the pedestrian actuated signs on Main Avenue near the bridge. St. Norbert is proposing to donate the signals to the City. Attached is a copy of the letter with the request. If approved, St Norbert will purchase the signs and provide to the City. The City will install under our lighting contract later this year. The City will bill St Norbert for the cost of the installation. The lights will be the City's to maintain.

In paragraph 5, the letter from St Norbert states that "if approved; the City of De Pere would obtain the necessary material, install the signage and bill the college for the project." However, since the letter, St Norbert notified the City that they need to purchase the materials sooner than when the City will bid the project due to the grant. Therefore, St Norbert is proposing to purchase the materials and provide to the City.

Staff recommends the BOPW approve the donation of the pedestrian actuated signals to the City per the attached letter from St Norbert College with the College reimbursing the City for the installation cost.

ST. NORBERT COLLEGE

100 Grant Street • De Pere, WI 54115-2099 • www.snc.edu/campussafety

April 24, 2013

City of De Pere
Board of Public Works
335 South Broadway
De Pere, WI 54115

Dear Board Chair and Board Members,

This correspondence is a formal request to the City of DePere, Board of Public Works to approve the installation of 2- flashing LED, solar operated, pedestrian crossing signs on Third Street at the Baer Mall crossing, located near the Mulva Library and the Abbot Pennings Hall of Fine Arts.

The St. Norbert College Campus Safety Department received grant funding totaling $4,100.00 for this project and will fund the remaining amount through the budget process. We have received a quote from TAPCO Traffic and Parking Control in the amount of $5,650.00 for needed materials.

As the director of campus safety and having a background in law enforcement, I cannot describe my concern for pedestrian safety at the Baer Mall Crossing on Third Street. Time after time I have heard the squeal of breaks and shouts from irritated drivers as SNC students cross Third Street between classes. I am also concerned for campus visitors attending nighttime functions at Abbot Pennings Hall of Fine Arts, Bemis International Center, and Michels Commons, as the majority of convenient parking for these venues is located on the west side of Third Street.

Mid-block crossings have shown to be very dangerous. Signage although plentiful in an area, might not be entirely effective in a high-use crossing because of on-street parking, visibility challenges, or areas of high vehicle and pedestrian traffic volume. With existing in-road pedestrian crossing signs and the addition of 2- flashing solar operated LED signs, the Baer Mall crossing will undoubtedly be a much safer location for all pedestrian traffic using St. Norbert College facilities.

It is my understanding, if approved; the City of DePere would obtain the necessary material, install the signage and bill the college for the project. We also understand that St. Norbert College would donate the signage to the City of DePere who would own and maintain the signage in the future.

As a college, we look forward to working with our partners in the community to make the City of De Pere safer. Thank you in advance for your time and consideration and feel free to contact me if you have questions or concerns..

Sincerely,

Steve Jakups
Sr. Director of Campus Safety
St. Norbert College
(920) 403-1346

# City of De Pere
# Public Works Department Memo

| | |
|---|---|
| **To:** | Honorable Mayor Walsh<br>Members of the Board of Public Works |
| **From:** | Karen Heyrman, P.E., Assistant City Engineer KMH |
| **Date:** | May 3, 2013 |
| **Subject:** | Consider Award for Project 13-05 Sidewalk, Curb, and Concrete Pavement Repair* |

The Engineering Department received bids for Project 13-05 Sidewalk, Curb, and Concrete Pavement Repair on May 2nd. This work is for maintenance of sidewalk, curb and concrete pavement. Concrete work will also be performed under this contract at the Fire Station, Optimist Park, and on American Boulevard. The bids received were as follows:

| Bidder | Amount |
|---|---|
| Fischer Ulman Construction Inc. | $113,390.00 |
| Jim Fischer, Inc. | $118,239.50 |
| Sommers Construction Company Inc. | $145,555.00 |
| Martell Construction, Inc. | $153,330.00 |

The budgeted amount is $166,850. Funding will be $122,000 from general obligation debt from the capital improvement program ($22,500 of this is estimated to be assessed for repairs), $1,000 from the Fire Department capital improvement fund, $17,850 from the Park Department capital improvement fund, $1,000 from the storm water utility fund, and $25,000 from TID #6.

The staff recommendation is to award the bid to Fischer Ullman Construction Inc. in the amount of $113,390.00.

# PROJECT 13-05 SIDEWALK, CURB, AND CONCRETE PAVEMENT REPAIRS
## BID TAB

| | | | | BIDDER NO. 1 | | BIDDER NO. 2 | | BIDDER NO. 3 | | BIDDER NO. 4 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Fischer-Ulman Construction, Inc. | | Jim Fischer, Inc. | | Sommers Construction Co., Inc. | | Martell Construction | |
| ITEM | DESCRIPTION | UNIT | QTY | UNIT PRICE | AMOUNT BID | UNIT PRICE | AMOUNT BID | UNIT PRICE | AMOUNT BID | UNIT PRICE | AMOUNT BID |
| **STREET & DRAINAGE - VARIOUS** | | | | | | | | | | | |
| SD-01 | Remove and Replace Doweled 9" Concrete Pavement High-Early Strength | SY | 100 | $ 54.90 | $ 5,490.00 | $ 60.00 | $ 6,000.00 | $ 95.00 | $ 9,500.00 | $ 110.00 | $ 11,000.00 |
| SD-02 | Install New Doweled 9" Concrete Pavement High Early Strength | SY | 360 | $ 49.00 | $ 17,640.00 | $ 50.00 | $ 18,000.00 | $ 90.00 | $ 32,400.00 | $ 85.00 | $ 30,600.00 |
| SD-03 | Remove and Replace 8" Concrete Driveway/Garage Floor (Tied) | SY | 6 | $ 100.00 | $ 600.00 | $ 100.00 | $ 600.00 | $ 100.00 | $ 600.00 | $ 200.00 | $ 1,200.00 |
| SD-04 | Remove and Replace 6" Concrete Driveway, Sidewalk and Ramps | SY | 110 | $ 45.00 | $ 4,950.00 | $ 48.80 | $ 5,368.00 | $ 58.00 | $ 6,380.00 | $ 63.00 | $ 6,930.00 |
| SD-05 | Remove and Replace 4" Concrete Sidewalk | SY | 80 | $ 40.75 | $ 3,260.00 | $ 46.75 | $ 3,740.00 | $ 55.00 | $ 4,400.00 | $ 53.00 | $ 4,240.00 |
| SD-06 | Remove and Replace 24" Concrete Curb and Gutter. | LF | 150 | $ 28.50 | $ 4,275.00 | $ 26.50 | $ 3,975.00 | $ 30.00 | $ 4,500.00 | $ 30.00 | $ 4,500.00 |
| SD-07 | Install New 24" Concrete Curb and Gutter | LF | 200 | $ 25.00 | $ 5,000.00 | $ 20.00 | $ 4,000.00 | $ 25.00 | $ 5,000.00 | $ 24.00 | $ 4,800.00 |
| SD-08 | Install New 6" Concrete Sidewalk and Ramps | SY | 50 | $ 37.00 | $ 1,850.00 | $ 38.25 | $ 1,912.50 | $ 56.00 | $ 2,800.00 | $ 56.00 | $ 2,800.00 |
| SD-09 | Install New 4" Concrete Sidewalk | SY | 520 | $ 34.00 | $ 17,680.00 | $ 34.20 | $ 17,784.00 | $ 45.00 | $ 23,400.00 | $ 38.00 | $ 19,760.00 |
| SD-10 | Excavation Common | CY | 300 | $ 14.00 | $ 4,200.00 | $ 11.00 | $ 3,300.00 | $ 10.00 | $ 3,000.00 | $ 15.00 | $ 4,500.00 |
| SD-11 | Crushed Aggregate Base Course ¾ Inch | TON | 100 | $ 16.50 | $ 1,650.00 | $ 14.00 | $ 1,400.00 | $ 14.00 | $ 1,400.00 | $ 20.00 | $ 2,000.00 |
| SD-12 | Detectable Warning Field (Yellow) | EA | 5 | $ 245.00 | $ 1,225.00 | $ 230.00 | $ 1,150.00 | $ 200.00 | $ 1,000.00 | $ 300.00 | $ 1,500.00 |
| **STREET AND DRAINAGE (SIDEWALK ASSESSMENT AREA)** | | | | | | | | | | | |
| SD-13 | Remove and Replace 6" Concrete Sidewalk and Ramps | SY | 100 | $ 47.50 | $ 4,750.00 | $ 48.80 | $ 4,880.00 | $ 58.00 | $ 5,800.00 | $ 63.00 | $ 6,300.00 |
| SD-14 | Remove and Replace 4" Concrete Sidewalk | SY | 200 | $ 39.00 | $ 7,800.00 | $ 46.75 | $ 9,350.00 | $ 55.00 | $ 11,000.00 | $ 54.00 | $ 10,800.00 |
| SD-15 | Detectable Warning Field (Yellow) | EA | 6 | $ 245.00 | $ 1,470.00 | $ 230.00 | $ 1,380.00 | $ 200.00 | $ 1,200.00 | $ 300.00 | $ 1,800.00 |
| **SPECIAL CONSTRUCTION** | | | | | | | | | | | |
| SC-01 | Sealing Stamped Colored Concrete (Test Area) | SF | 5,000 | $ 0.70 | $ 3,500.00 | $ 0.78 | $ 3,900.00 | $ 0.60 | $ 3,000.00 | $ 0.85 | $ 4,250.00 |
| SC-02 | Sealing Stamped Colored Concrete | SF | 45,000 | $ 0.52 | $ 23,400.00 | $ 0.60 | $ 27,000.00 | $ 0.60 | $ 27,000.00 | $ 0.75 | $ 33,750.00 |
| SC-03 | Remove and Replace Inlet/Catch Basin | EA | 2 | $ 1,900.00 | $ 3,800.00 | $ 2,000.00 | $ 4,000.00 | $ 1,287.50 | $ 2,575.00 | $ 1,800.00 | $ 3,600.00 |
| SC-04 | Adjust Inlets/Manholes | EA | 2 | $ 425.00 | $ 850.00 | $ 250.00 | $ 500.00 | $ 300.00 | $ 600.00 | $ 500.00 | $ 1,000.00 |
| | | | | | | | | | | | |
| | | **Total Amount Bid** | | | **$ 113,390.00** | | **$ 118,239.50** | | **$ 145,555.00** | | **$ 155,330.00** |

# Memorandum

To: City Council

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

Re: Donation from Patricia Beck Family

Date: May 21, 2013

The Community Center has received a donation in the amount of $284 from the family of Patricia Beck. Ms. Beck was a regular visitor and participant of programs at the Community Center and has unfortunately passed away. In honor of her, the family of Patricia Beck has made a donation to the Community Center to be used for enhancing senior programs.

We sincerely thank the family of Patricia Beck for their generous donation.

RECOMMENDATION

May 14, 2013
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Finance/Personnel Committee at their duly convened meeting held May 14, 2013:

A. 2013-2014 insurance liability policy renewals.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator

MEMO CITY OF DE PERE

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Re: Consideration of 2013-2014 Insurance Liability Policy Renewals
Date: May 9, 2013

We have been working with our broker, Arthur J. Gallagher on the City's liability policy renewals for the upcoming year. Listed below are the 2012/2013 expiring premiums, and the 2013/2014 renewal premiums.

| Policy | 2012/2013 Renewal Premiums | 2013/2014 Renewal Premiums |
|---|---|---|
| Workers Compensation | 279,474 | 278,659 |
| Business Auto | 47,533 | 58,489 |
| General Liability | 42,630 | 45,214 |
| General Liability-Line Spur | 1,303 | 1,427 |
| Law Enforcement Liability | 25,197 | 25,556 |
| Umbrella | 7,417 | 9,253 |
| Umbrella Liability-Line Spur | 2,325 | 2,552 |
| Railroad Protective | 1,075 | 750 |
| Boiler and Machinery Equipment Breakdown | 5,655 | 6,101 |
| Crime Yearly premium is set for 3-year period (2013-2015) | $1,077 | 1,076 |
| Public Officials | 25,716 | 17,701 |
| Cyber Liability | 12,897 | 10,927 |
| **Total** | **$452,299** | **$457,705** |

This renewal represents an overall increase of $5,406 or 1.2%. Our rates over the last three years have increased 6.3%, 1.09%, and 11.8%. Therefore, we are very pleased with the minimal increase.

For your information, we sought bids on all lines of coverage this year. Many different alternatives we considered. I am recommending changing our carrier for two lines of coverage (Public Officials and Cyber Liability). By doing so we are saving $10,488 in premiums. The only difference in coverage is the new deductible level for public officials is $10,000 more. Reviewing our claim runs for the last eight years we've only had three instances where we've paid money towards our deductible. Even with one claim per year where we would have to pay the full deductible, we would still have a savings by changing carriers.

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

**LICENSE COMMITTEE RECOMMENDATION**

May 21, 2013
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on May 21, 2013.

1. Application for a Class "B" Beer & "Class B" Liquor License for Replay Sports Bar, 1731 Fort Howard Avenue, De Pere, WI. Submitted by Linda Luecke, 421 S. Ontario St, De Pere WI 54115.

2. 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.

Respectfully Submitted,

License Committee
Shana Defnet
Clerk-Treasurer

Publish May 16, 2013

LIQUOR LICENSES
2013 – 2014

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

CLASS "A" BEER & "CLASS A" LIQUOR

1) De Pere Minimart, 821 George Street, submitted by De Pere Minimart, Agent: Bishnu Adhikari, 1305 Lucerne Drive Apt. 1, Menasha, WI.
2) Festival Foods, 1001 Main Avenue, submitted by TS Fest Inc., Agent: Rickey Jay Teegarden, 2945 Emma Lane Drive, Green Bay, WI.
3) Walmart #5090 (Liquor Store), 1415 Lawrence Drive, submitted by Wal-Mart Stores East, LP, Agent: Frank Van Vonderen Jr., 3991 Agatha Christie Avenue, De Pere, WI.
4) Wine Cellar, 801 Main Avenue, submitted by The Wine Cellar II Inc., Agent: Dale Michael Dombroski, 1159 Drews Drive, De Pere, WI.

CLASS "A" BEER

1) De Pere Mobil, 746 Main Avenue, submitted by De Pere Service Center Inc., Agent: Keith Joseph Brunette, 1258 Cornflower Court, De Pere, WI.
2) De Pere Shell & Car Wash, 841 Main Avenue, submitted by De Pere Shell & Car Wash Inc., Agent: Michael Schilawski, 2789 Kenlar Circle, Green Bay, WI.
5) De Pere Superstore, 1501 Main Avenue, submitted by De Pere Superstore LLC, Agent: Matthew R. Olson, 3472 Amber Lane, Green Bay, WI.
6) GCS Landing, 1063 N. Broadway Street, submitted by Voyageur Shell, LLC, Agent: Jacob Peter Anderson, 1570 Waterford Court, Green Bay, WI.
7) Riverside Shell, 1010 S. Broadway Street, submitted by Riverside Shell, LLC, Agent: Michael Schilawski, 2789 Kenlar Circle, Green Bay, WI.
8) Scheuring Road Mobil Mart, 1620 Lawrence Drive, submitted by Scheuring Road Mobil Mart, LLP, Agent: Scott Hendricks, 649 Harvest Winds Court, De Pere, WI.
9) Voyageur Shell, 302 N. Broadway Street, submitted by Voyageur Shell, LLC, Agent: Jacob Peter Anderson, 1570 Waterford Court, Green Bay, WI.
10) Walmart #5090 (supercenter), 1415 Lawrence Drive, submitted by Wal-Mart Stores East, LLP, Agent: Frank Van Vonderen Jr., 3991 Agatha Christie Avenue, De Pere, WI.

CLASS "B" BEER

1) De Pere Cinema, 417 George Street, submitted by Get Reel Inc., Agent: Vicki Radue, 801 E. Gile Circle, De Pere, WI.

2) Luna Café and Roastery, 330 Main Avenue, submitted by Luna Coffee, LLC, Agent: Mark Patel, 4351 Creamery Road, De Pere, WI.

CLASS "B" BEER & "CLASS B" LIQUOR

1) 101, 101 Fort Howard Avenue, submitted by: De Cleene Zellner, LLC c/o Jay De Cleene, Agent: Greg De Cleene, 236 Crestview Lane, De Pere, WI.

2) The Abbey, 303 Reid Street, submitted by HC Gemini, Inc., Agent: Kerry J. Counard, 332 Grandeur Oaks Court, De Pere, WI.

3) Bonsai Sushi & Asian Cuisine, 116 S. Broadway Street, submitted by Packersushi, LLC, Agent: Chris Hanaway, 1629 Ponderosa Avenue, Green Bay, WI.

4) The Black Boot, 100 S. Broadway Street, #50, submitted by Skylark Enterprizes, LLC, Agent: Patricia Tiedemann, 603 S. Michigan Street, De Pere, WI.

5) Buddha's Still, 363 Main Avenue, submitted by Chanmina, LLC, Agent: Randall S. De Greef, 6728 Ridge Royale Drive, Greenleaf, WI.

6) Caliente La Fiesta Mexicana, 623 George Street, submitted by Caliente, Inc., Agent: Greg De Cleene, 236 Crestview Lane, De Pere, WI.

7) Chateau De Pere, 201 James Street, submitted by Harp & Eagle, LTD, Agent: Rene Saulnier, 4109 Creamery Road, De Pere, WI.

8) Gallagher's Pizza, 330 Reid Street, submitted by Gallagher's Pizza, Inc., Agent: Kevin Osadjan, 3217 W. Twin Pines Court, Green Bay, WI.

9) George Street Café, 614 George Street, submitted by George Street Café, LLC, Agent: Amy Jenette Dunbar, 520 Lande Street, De Pere, WI.

10) Honey Hole II, 413 Main Avenue, submitted by Honey Hole II, LLC, Agent: Gary L. Drew, 426 Aloysius Court, De Pere, WI.

11) Keweenaw Pub & Pasta, 368 Main Avenue, submitted by Keweenaw Pub, Inc., Agent: Casey Hawkinson, 419 Lilac Lane, De Pere, WI.

12) La Vie Boheme, 421 George Street, #101, submitted by La Vie Boheme, LLC, Agent: Doreen Marie Martin, 502 Lewis Street, De Pere, WI.

13) Legends Brewhouse & Eatery, 875 Heritage Road, submitted by JPG, Inc., Agent: Greg De Cleene, 236 Crestview Lane, De Pere, WI.

14) The Longbranch, 334 Main Avenue, submitted by The Cover, LLC, Agent: Paul William Huss, 2514 Turnbury Road, Green Bay, WI.

15) Manhattan Lanes, 1120 S. Broadway Street, submitted by Manhattan Lanes, LLC, Agent: Constance M. Stiles, 1024 Cardinal Lane, Green Bay, WI.

16) Mitty's, 617 Birch Street, submitted by Quincy's Restaurant, LLC, Agent: Greg De Cleene, 236 Crestview Lane, De Pere, WI.

17) Pubhaus at 600, 600 George Street, submitted by Pubhaus at 600, LLC, owned by Bobbi Schroeder, Agent: Bobbi Schroeder, 600 George Street, De Pere, WI.

18) Replay Sports Bar & Grill, 1731 Fort Howard Avenue, submitted by Linda Luecke, 421 S. Ontario Street, De Pere, WI.

19) St. Norbert College, 100 Grant Street, submitted by St. Norbert College, Agent: Terrie DuBois, 729 Bascom Way, Green Bay, WI.

20) S.A.L.T., 401 Main Avenue, submitted by S.A.L.T., Inc., Agent: William J. Schleis, 2509 Sheridan Drive, Green Bay, WI.

21) Sidekicks Bar & Grill, 930 Main Avenue, submitted by DKG Entertainment, LLC, Agent: Denise A. Gajeski, 846 Elm Street, De Pere, WI.

22) Tim Karl's Century Lanes, 132 S. Broadway Street, submitted by Teekae Enterprises Inc. of Wisconsin, Agent: Timothy V. Karl, 2584 Good Shepherd Lane, Green Bay, WI.

23) Union Hotel, 200 N. Broadway Street, submitted by Union Hotel Corporation, Agent: Mary Boyd, 302 Legion Court, De Pere, WI.

<u>RESERVE CLASS "B" BEER & "CLASS B" LIQUOR</u>

1) La Vie Boheme, 421 George Street, #101, submitted by La Vie Boheme, LLC, Agent: Doreen Marie Martin, 502 Lewis Street, De Pere, WI.

May 16, 2013

REVISED
RESOLUTION #13-46

MAKING RECOMMENDATION TO NEW WATER (formerly GBMSD)
REGARDING PREFERRED REVISED SEWER RATE ALTERNATIVE

WHEREAS, NEW Water has undertaken a study to determine if it should revise its sewer rate structure, and if so, using what methodology; and

WHEREAS, NEW Water's consultant, Red Oak Consulting, has conducted the rate methodology for cost of service study and has made recommendations on rate methodologies which allocate costs in an equitable and defensible manner while accounting for new debt service costs associated with new treatment parameters adopted by the Federal and State regulatory agencies; and

WHEREAS, since the end of April 2013, NEW Water has reduced the methodology alternatives to three, namely:

*A.* *Status quo (existing);*

*B1b.* *Fixed monthly charge with uniform volume rates, equivalent water meters*
Under this option, a fixed charge would recover a percentage of NEW Water's annual debt service. Equivalent water meters would be calculated by customer for billing purposes. Remaining costs would be recovered based on unit rates for Flow, BOD, TSS, Phosphorus, and TKN.

*B2b.* *Fixed monthly charge with uniform rates, flows, loadings*
This alternative would assess a fixed charge, which would recover a percentage of the annual debt service. Average flow and loadings percentages would be calculated for each customer; and a fixed charge allocation would be based on flows and loadings percentages by customer. Remaining costs would be recovered based on unit rates for Flow, BOD, TSS, Phosphorus, and TKN.

WHEREAS, the Board of Public Works has reviewed this matter and recommends Alternative B1b., contingent on the Flow and Load Projections and Rate Parameters remaining as presented by NEW Water and revised on May 10, 2013, for the following reasons:

- City customers will see a larger decrease from the status quo billing method from an overall percentage as shown on the NEW Water projections revised on May 10, 2013.
- Based on internal reviews, alternative B1b provides an overall decrease for the majority of City customers.
- For this alternative, the charge based on flow volume is higher in comparison to several other alternatives. The City has higher flows in inflow and infiltration (clear water) into the sewer system. City customers can see additional savings in the future with reduction in the volume of inflow and infiltration.

NOW THERFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby adopts the above recommendation of the Board of Public Works for the reasons set forth above, and directs the City Administrator to convey to NEW Water that the City of De Pere prefers Alternative B1b, contingent upon the Flow and Load Projections and Rate Parameters from NEW Water revised on May 10, 2013 remaining valid.

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 21st day of May, 2013.

APPROVED:

______________________________

Michael J. Walsh, Mayor

ATTEST:

______________________________

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

# City of De Pere
# Public Works Department **Memo**

| | |
|---|---|
| **To:** | Honorable Mayor Walsh<br>Members of the Board of Public Works |
| **From:** | Eric Rakers, P.E., City Engineer ERR |
| **Date:** | May 9, 2013 |
| **Subject:** | Consider Wastewater Rate Methodology Alternatives from NEW Water (GBMSD)* |

At the April Board of Public Works (BOPW), the NEW Water rate methodology was discussed. Just prior to that meeting, staff learned that Fox River Fiber in De Pere was likely going to pretreat their wastewater which may impact the preferred alternative for the City.

For background, in 2012, NEW Water (GBMSD) hired a consultant to analyze and recommend a rate methodology for the wastewater services provided to customers. The purpose of the study was to allocate costs in an equitable and defensible manner while accounting for the new debt service costs associated with the Resource Recovery and Electrical Energy (R2E2) Project, as well as costs associated with other future improvements. NEW Water formed a Stakeholder Advisory Group (SAG) to provide input on the rate methodology. The SAG consisted of municipal customers (including De Pere), Procter & Gamble, several of the large wastewater generators (including Thilmany, US Paper, and Fox River Fiber) and staff from NEW Water.

At the last meeting, four alternatives were presented. Since that time, several revisions to the alternatives/options have been made as follows:

- Option B3 has been eliminated from discussion. This alternative was similar to Option B2, except that NEW Water would direct bill large customers rather the municipalities billing large customers.
- Options B1a and B2a were eliminated from discussion. For these alternatives, fixed fees were based on a combination or debt service and operation and maintenance costs.

The three remaining alternatives are as follows:

A. ***Status quo (Existing)***
As a wholesaler of wastewater treatment services, NEW Water does not bill retail customers directly. The municipalities, sanitary districts, and one mill are the customers of NEW Water and are billed for wastewater conveyance and treatment service. Those municipalities then bill the end-users in accordance with their own policies. For billing its customers, NEW Water uses the following five parameters: volume (1,000 gallons-kgals), pounds (lbs.) of biochemical oxygen demand (BOD), suspended solids (SS), phosphorus (P), and total Kjeldahl nitrogen (TKN). Under this alternative, NEW Water customers will continue to be billed in the same manner as they have been under the existing rate methodology.

B1b. ***Fixed monthly charge with uniform rates, equivalent water meters***
Under this option, a fixed charge would recover a percentage of NEW Water's annual debt service. Equivalent water meters would be calculated by customer for billing purposes. Remaining costs would be recovered based on unit rates for Flow, BOD, TSS, Phosphorus, and TKN.

B2b. ***Fixed monthly charge with uniform rates, flows, and loadings***
This alternative would assess a fixed charge, which would recover a percentage of the annual debt service. Average flow and loadings percentages would be calculated for each customer; and a fixed charge allocation would be based on flows and loadings percentages by customer. Remaining costs would be recovered based on unit rates for Flow, BOD, TSS, Phosphorus, and TKN.

As discussed at the beginning of the memo, it appears that Fox River Fiber will be pretreating wastewater. The pretreatment will significantly reduce the amount of BOD discharged to NEW Water. NEW Water provided a new analysis to the customers based on Fox River Fiber reducing their BOD by 90%. NEW Water provided an additional analysis if both Fox River Fiber and Thilmany were to pretreat and reduce BOD. Staff has evaluated all the various scenarios. Based on this, the majority of City customers benefit the most from Alternative B1b, followed closely by B2b.

The debt service included in the fixed charge is part of the debt service for the R2E2 project. NEW Water evaluated many different technologies to address solids. Based on the review, the R2E2 project was chosen due to the cost savings generated from converting waste to energy. The major components in wastewater that are used to create energy are the BOD and TSS. With Fox River Fiber pretreating, the BOD to NEW Water will be reduced from 26,768,893 pounds per year to 20,496,520 pounds per year, or 23%. With that reduction, will the amount of energy savings be generated as estimated in the analysis? Is the R2E2 the most economical choice for handling solids?

NEW Water is requesting customers to provide input before rendering a decision. A selection of the rate methodology alternative is expected to be made at the May 29th Commission meeting.

Staff is recommending the following recommendation:

- NEW Water use alternative B1b with a fixed charge based on meter size.
- If alternative B1b is not chosen, the City's next preference is alternative B2b with a fixed charged based on average flow and loading percentages.
- NEW Water should re-evaluate the cost benefit of the R2E2 project if Fox River Fiber reduces BOD from their wastewater.

May 10th, 2013

## City of De Pere Rate Methodology Summary 2014-2016 - Based on NEW Water Summary

| Year | Alternative | Volume | BOD | SS | PHOS | TKN | Fixed | Total | % Change From Status |
|---|---|---|---|---|---|---|---|---|---|
| 2014 | Status | $1,292,559 | $4,038,800 | $1,244,262 | $29,057 | $238,568 | $ - | $6,843,247 | |
| | B1B | $1,217,972 | $3,266,771 | $ 903,442 | $24,364 | $218,802 | $ 698,363 | $6,329,714 | -7.50% |
| | B2B | $1,217,972 | $3,266,771 | $ 903,442 | $24,364 | $218,802 | $ 925,440 | $6,556,791 | -4.20% |
| 2014 | Status (FRF Pretreating) | $1,292,162 | $2,515,949 | $1,234,835 | $28,952 | $232,580 | $ - | $5,301,478 | |
| | B1B (FRF Pretreating) | $1,217,575 | $2,022,816 | $ 894,014 | $24,259 | $212,813 | $ 696,898 | $5,301,478 | -4.40% |
| | B2B (FRF Pretreating) | $1,217,575 | $2,022,816 | $ 894,014 | $24,259 | $212,813 | $ 795,884 | $5,137,362 | -3.10% |
| 2014 | Status (FRF + Thilmany Pretreating) | $1,292,153 | $1,969,695 | $1,234,835 | $28,952 | $232,004 | $ - | $4,757,638 | |
| | B1B (FRF + Thilmany Pretreating) | $1,217,575 | $1,586,669 | $ 894,014 | $24,259 | $212,813 | $ 696,898 | $4,632,229 | -2.60% |
| | B2B (FRF + Thilmany Pretreating) | $1,217,567 | $1,584,591 | $ 894,014 | $24,259 | $212,237 | $ 705,659 | $4,638,326 | -2.50% |
| 2015 | Status | $1,418,661 | $4,648,504 | $ 147,342 | $32,976 | $265,330 | $ - | $7,836,812 | |
| | B1B | $1,315,439 | $3,717,513 | $1,070,624 | $27,336 | $238,894 | $ 849,925 | $7,219,731 | -7.90% |
| | B2B | $1,315,439 | $3,717,513 | $1,070,624 | $27,336 | $238,894 | $1,125,423 | $7,495,229 | -4.40% |
| 2015 | Status (FRF Pretreating) | $1,418,251 | $2,898,294 | $1,461,482 | $32,866 | $259,183 | $ - | $6,070,076 | |
| | B1B (FRF Pretreating) | $1,315,029 | $2,307,263 | $1,060,764 | $27,226 | $232,747 | $ 848,143 | $5,791,173 | -4.60% |
| | B2B (FRF Pretreating) | $1,315,029 | $2,307,263 | $1,060,764 | $27,226 | $232,747 | $ 931,503 | $5,874,532 | -3.20% |
| 2015 | Status (FRF + Thilmany Pretreating) | $1,418,251 | $2,275,160 | $1,461,482 | $32,866 | $259,183 | $ - | $5,446,942 | |
| | B1B (FRF + Thilmany Pretreating) | $1,315,020 | $1,808,508 | $1,060,764 | $27,226 | $232,157 | $ 848,143 | $5,291,818 | -2.80% |
| | B2B (FRF + Thilmany Pretreating) | $1,315,020 | $1,808,508 | $1,060,764 | $27,226 | $232,157 | $ 858,396 | $5,302,071 | -2.70% |
| 2016 | Status | $1,527,296 | $4,959,396 | $1,557,389 | $35,051 | $286,372 | $ - | $8,362,504 | |
| | B1B | $1,404,168 | $3,985,378 | $1,151,419 | $29,194 | $255,771 | $ 895,377 | $7,721,306 | -7.70% |
| | B2B | $1,404,168 | $3,985,378 | $1,151,419 | $29,194 | $255,771 | $1,184,701 | $8,010,630 | -4.20% |
| 2016 | Status (FRF Pretreating) | $1,526,872 | $3,091,962 | $1,547,077 | $34,936 | $280,064 | $ - | $6,480,911 | |
| | B1B (FRF Pretreating) | $1,403,758 | $2,476,963 | $1,141,567 | $29,084 | $249,622 | $ 893,499 | $6,194,493 | -4.40% |
| | B2B (FRF Pretreating) | $1,403,758 | $2,476,963 | $1,141,567 | $29,084 | $249,622 | $ 980,687 | $6,281,681 | -3.10% |
| 2016 | Status (FRF + Thilmany Pretreating) | $1,526,872 | $2,428,037 | $1,547,077 | $34,936 | $280,064 | $ - | $5,816,986 | |
| | B1B (FRF + Thilmany Pretreating) | $1,403,734 | $ 191,230 | $1,141,106 | $29,079 | $248,857 | $ 893,499 | $5,657,506 | -2.70% |
| | B2B (FRF + Thilmany Pretreating) | $1,403,744 | $1,943,409 | $1,141,106 | $29,079 | $249,463 | $ 903,871 | $5,670,672 | -2.50% |

RESOLUTION #13-55

DISALLOWANCE OF CLAIM
(Jeff and Hanna Zepnick d/b/a Hanna's Nails & Spa)

WHEREAS, a Notice of Claim and Claim was filed by Jeff and Hanna Zepnick, d/b/a Hanna's Nails & Spa ("Claimants"), 327 Main Ave., De Pere, WI 54115, in the City Clerk's Office on April 26, 2013; and

WHEREAS, such Notice and Claim alleges that incorrect information from the Building Inspection Department led them to enter into a six month lease (month to month thereafter) of space for off-premise signage which City officials later required to be removed; and

WHEREAS, after realizing the information received from the Building Inspection Department was incorrect, the City notified the Claimants of the same and authorized the continuation of the sign at the unapproved location for the duration of Claimant's lease with the property owner, namely six months, through March 15, 2013; and

WHEREAS, Claimants had the sign removed on or about April 2, 2013; and

WHEREAS, Claimants allege damages in the amount of $933.88 as follows:

- Six month lease ($180)
- Sign construction ($290.13)
- Sign installation by claimant ($200)
- Sign removal/blank installation by Reinhold Sign ($263.75); and

WHEREAS, insofar as Claimants enjoyed the benefit of the six month lease contracted for, the Claimants did not incur costs other than those for which they enjoyed the benefit of their action, and therefore, the City is not legally responsible for reimbursement of any such costs.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The claim submitted by Jeff and Hanna Zepnick, d/b/a Hanna's Nails & Spa, 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, Jeff and Hanna Zepnick, d/b/a Hanna's Nails & Spa, 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 21st day of May, 2013.

APPROVED:

______________________________

Michael J. Walsh, Mayor

ATTEST:

______________________________

Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

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 listed above. The City will submit your documentation to its insurance carrier for pay determination.

1. Date and Time of Incident: 4-1-13
2. Location of Incident: 327 Main Ave. Ste. C De Pere, WI 54115
3. Name of Injured Person/Owner of Damaged Property: Jeff & Hanna Zepnick Hanna's Nails & Spa (Age if Minor: ____)
4. Address: 327 Main Ave Ste. C. De Pere, WI 54115
5. Telephone Number: (H) 920-497-7746 (C)____ (W)____
6. Please give a detailed description of the incident (use back of form if necessary): On approximately Sept. 14, 2012, we were told by Dave Hongisto - City of De Pere Building Inspector - that we could put a sign for our nail salon on the marquee sign for the Nicolet Square. On 4-1-13 the City Attorney made us take it down! *See Attached*
7. Total Amount of Claimed Damages: $933.88 (Attach itemized statements/bills)
8. Witness name, address and telephone number: Jeff Zepnick 227 East River Dr. Apt. #6 De Pere, WI 54115 920-497-7746

**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.~~** I reserve the right to take further legal action if not compensated for my expenses.

4-23-13
Date

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

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

4/23/13

Dear City of De Pere,

In August of 2012, I contacted Dave Hongisto (City of De Pere Building Inspector) to let him know that I was interested in placing a sign up on the Nicolet Square marquee, in front of Gallagher's Pizza at 330 Reid St. in De Pere, next to the Reid St. entrance to the Nicolet Square, and I asked him if it would be ok to put a sign up. After checking back with him a couple more times over the next 3 weeks, he said it would be ok and gave me permission to go ahead and put up a sign. In the mean time I had been in contact with Matt Lutsey at Lutsey Enterprises, who owns the sign, and had worked out the details of a lease for the available sign space with him. I paid Lutsey Enterprises $180 for the first 6 months beginning September 15th (see page 4 of attached email correspondence) and also had the signs made at Reinhold Sign that cost $290.13.

Shortly after, someone from the City of De Pere noticed the sign I had put up, and had a problem with it. I was pretty surprised since I was granted permission to put up the sign in the first place. After several conversations, I received a letter from Dave Hongisto telling me that his understanding of who can place signage on the Nicolet Square marquee was incorrect. (See Attached Letter) The letter said I had to have the sign removed by December 16, 2012. After several more converations, the city discussed it with Matt Lutsey, and then I got a call from Dave Hongisto who told me I could leave the sign up until my initial lease with Lutsey Enterprises was over, on March 15, 2013. He said that he had made a mistake in granting me permission and hadn't looked into the details of the agreement that the city had with Lutsey Enterprises. I had a 6 month lease with Lutsey Enterprises that converted to a month to month lease after that. I had planned to continue to use the space for as long as he had the space available.

Shortly before March 15, 2013, I was contacted by Dave Hongisto and was told that I would have to take the sign down right away. I contacted Mayor Walsh, who referred me to the city attorney, Judith Schmidt-Lehman. On approximately April 1, Judith told me that the lease that Lutsey Enterprises had for the marquee sign in the Nicolet Square only allowed him to put signage up for tenants of his building. Hanna's Nails & Spa is not in his building, but in another building on the other side of the Nicolet Square. Therefore, she said, the sign must come down immediately. I asked her if we could amend Lutsey Enterprise's lease with the city so that other businesses in the Nicolet Square would be allowed to put signage in the marquee, as space is available, and she said absolutely not.

Therefore, on April 2, 2013, I had Reinhold Sign remove the sign for Hanna's Nails & Spa, and place blanks back up in the marquee.

Since the City of De Pere Building Inspector granted me permission to put up the sign, and then the City of De Pere told me I had to take the sign down, in direct contradiction to the permission that I was granted, all of my expenses should be reimbursed. If I had known that they were going to take back the permission that I was granted, I wouldn't have put the sign up in the first place. My expenses include $180 for the lease with Lutsey Enterprises, $290.13 for the signs, $200 for putting the signs up, $263.75 for taking the signs down and putting new sign blanks back up. The total amount is $933.88, payable to Hanna's Nails & Spa.

I understand that a mistake was made by giving me permission to put the sign up, but since Dave Hongisto was acting as a City of De Pere employee, it only makes sense that when the mistake was realized, the city should have looked at the situation as a learning experience, and found a way to amend the lease that Lutsey Enterprises has with the city, so that all the businesses of the Nicolet Square could have an opportunity to place signage in the Nicolet Square Marquee as space is available. An amended lease allowing for the signage would be an acceptable solution to me as opposed to the total financial compensation. It is shameful that this technicality has only been used as an opportunity to drop the hammer on a legitimate business that is struggling to make it, in the downtown De Pere area.

Thank you,

**Jeff Zepnick**

Hanna's Nails & Spa
327 Main Ave. Ste. C
De Pere, WI 54115
920-497-7746
jeffzepnick@yahoo.com

Jeff Zepnick
227 E. River Dr. Apt. #6
De Pere, WI 54115
920-497-7746

4/23/2013

Business: Hanna's Nails & Spa
327 Main Ave. Ste. C
De Pere, WI 54115

## Sign Expenses

| | | |
|---|---|---|
| 6 Month Lease w/Lutsie Enterprises | $ | 180.00 |
| 2 Sided Sign for Marquee (Reinhold Sign) | $ | 290.13 |
| Sign Installation (Jeff Zepnick) | $ | 200.00 |
| Remove Sign & Install Blanks (Reinhold Sign) | $ | 263.75 |
| **Total Amount Due** | **$** | **933.88** |

# CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Phone: 920/339-4050
Fax No.: 920/330-9491
Web: http://de-pere.org

December 5, 2012

Jeff Zepnick
227 Fox River Drive Apt. #6
De Pere, WI 54115

RE: Nicolet Square pedestal sign

Dear Mr. Zepnick,

This letter is written as a follow up to our phone conversation regarding the signage that you have on the pedestal sign located in front of Gallagher's Pizza at 330 Reid Street. The sign advertises Hanna's Nails and Spa which is located at 327 Main Street. I previously told you that it was my understanding that the sign was designed to allow for signage for businesses located within the Nicolet Square. It has since been brought to my attention that the lease that the City of De Pere has allowing the pedestal sign to be placed on city property does not allow for usage by businesses other than those located within 330 Reid Street. I hereby request that you remove your non-conforming off premise sign face by December 16, 2012. Your timely cooperation will be appreciated. Feel free to contact me at dhongisto@mail.de-pere.org or 339-4053 if you have any questions. Thank you.

Sincerely,

David R. Hongisto
Building Inspector

Cc: Judy Schmidt-Lehman, City Attorney
Larry Delo, City Administrator
Mat Lutsey
File

REINHOLD SIGN SERVICE INC
2070 Holmgren Way
Green Bay, WI 54304
(920) 494-7161

# INVOICE

Invoice Number: 28099
Invoice Date: 09/26/12
Page: 1

**BILL**
HANNA'S LASTING BEAUTY
327 MAIN AVE.
SUITE C
DE PERE, WI 54115

ATTN: HANNA ZEPNICK

**SHIP**
HANNA'S LASTING BEAUTY
327 MAIN AVE.
SUITE C
DE PERE, WI 54115

ATTN: HANNA ZEPNICK

| | | | | | |
|---|---|---|---|---|---|
| Sales Ord No: | 25622 | Taxable: | Y | Purchase Order: | JEFF ZEPNICK |
| Order Date: | 09/17/12 | Pmt Terms: | NET 10 DAYS | Ship Via: | |
| Account Cd: | HANNA'S | Shipper No: | 28099 | FOB: | PICK UP |
| Salesperson: | 105 | Ship Date: | 09/26/12 | Job Number: | 497-7746 |

| Line | Qty Shipped | Backordered | Part Number/Description | Discount | Price | UM | Extended Price |
|---|---|---|---|---|---|---|---|
| | 1.00 | 0.00 | HEI1655<br>PROVIDE/INS TENANT PANEL DECAL | 0.00 | $275.0000 | EA | $275.00 |

THANK YOU FOR CHOOSING
REINHOLD SIGN SERVICE

| | |
|---|---|
| Subtotal: | $275.00 |
| Sales Tax: | $15.13 |
| Freight: | $0.00 |
| Total: | $290.13 |

REINHOLD SIGN SERVICE INC
2070 Holmgren Way
Green Bay, WI 54304
(920) 494-7161

# INVOICE

Invoice Number: 28896
Invoice Date: 04/10/13
Page: 1

**BILL**
HANNA'S LASTING BEAUTY
327 MAIN AVE.
SUITE C
DE PERE, WI 54115

ATTN: HANNA ZEPNICK

**SHIP**
HANNA'S LASTING BEAUTY
327 MAIN AVE.
SUITE C
DE PERE, WI 54115

ATTN: HANNA ZEPNICK

| | | | | | |
|---|---|---|---|---|---|
| Sales Ord No: | 26322 | Taxable: | Y | Purchase Order: | PER JEFF |
| Order Date: | 04/01/13 | Pmt Terms: | NET 10 DAYS | Ship Via: | |
| Account Cd: | HANNA'S | Shipper No: | 28896 | FOB: | |
| Salesperson: | 147 | Ship Date: | 04/10/13 | Job Number: | 497-7746 |

| Line | Qty Shipped | Backordered | Part Number/Description | Discount | Price | UM | Extended Price |
|---|---|---|---|---|---|---|---|
| | 1.00 | 0.00 | ZAK075<br>REPLACE TENANT SIGN FACES | 0.00 | $250.0000 | EA | $250.00 |

THANK YOU FOR CHOOSING
REINHOLD SIGN SERVICE

| | |
|---|---|
| Subtotal: | $250.00 |
| Sales Tax: | $13.75 |
| Freight: | $0.00 |
| Total: | $263.75 |

1

**Subject:** Hanna's Nails & Spa Sign Removal

**From:** Jeff Zepnick (jeffzepnick@yahoo.com)

**To:** mwalsh@mail.de-pere.org;

**Date:** Friday, March 29, 2013 9:58 AM

Please see the forwarded message below.

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**From:** Jeff Zepnick <jeffzepnick@yahoo.com>
**To:** Dave Hongisto <dhongisto@mail.de-pere.org>
**Cc:** "ldelo@mail.de-pere.org" <ldelo@mail.de-pere.org>; "mwalsh@mail.de-pere.org" <mwalsh@mail.de-pere.org>; "lutent@aol.com" <lutent@aol.com>
**Sent:** Friday, March 15, 2013 12:57 PM
**Subject:** Re: Sign Removal

Good Afternoon Dave,

I got your voice message this morning about removing the sign for Hanna's Nails & Spa in the Nicolet Square marquee. I know that the city would like me to take the sign down, but I don't believe I ever agreed to take it down, or that we are being treated fairly. I know that you've had conversations with Matt Lutsey, but he doesn't speak for me. I don't believe that we've ever really had a "discussion" about the fairness of asking me to remove the sign. And if there were conversations with the mayor or the city administrator, I should have been included in the discussions. You have always been more than fair with me, and I don't want to cause any problems for you, but I believe that in the interest of fairness, I should at least be allowed to formally explain my position.

First of all, I can't believe we are even having this conversation. The downtown De Pere area businesses are working hard to revitalize themselves and improve business. It used to be my impression that the City of De Pere was **standing behind** these businesses and looking for ways to **help** them. I don't see how the city's position regarding this sign could be considered as anything but **harmful** to downtown businesses. It's great to say that we **want** to revitalize the downtown area, but we have to realize that the downtown area is **made up** of small businesses, and that to revitalize the downtown area means finding ways to **help** small business to be more profitable. It does **not** mean to look for **technicalities** that we can use to **discourage** downtown businesses. The blank spaces on the Nicolet Square marquee sign loudly point a finger at the business space vacancy problem in the area. Since Hansen's Dairy has pulled out, there has been a huge void in the Nicolet Square. At least having good quality signage in the marquee doesn't **amplify** the fact that there is a **huge empty space.** Exactly what does it hurt to have a sign for

2

Hanna's Nails & Spa in the marquee? Does a law restricting signage in the marquee to tenants of that building even make sense? Isn't every business in the Nicolet Square considered to be part of the Nicolet Square?

Last summer I let you know that I was interested in placing a sign there, I asked you if it would be ok. You said you'd check it out and get back to me. I waited a couple weeks and then checked back with you. You said you were unsure yet, so I waited a week or two for the answer. When I contacted you again, you said it would be ok. In the mean time I had been in contact with Matt Lutsey, and had worked out the details of a lease with him. Once you gave me the ok, I sent Matt a check for $180 for the first 6 months beginning September 15th and also went ahead and had the signs made at Reinhold Sign that cost $290.13. My agreement with Matt was that after 6 months we'd be on a month to month agreement as long as he didn't need the space for a new tenant.

When the City of De Pere noticed the sign I put up, and had a problem with it, I was pretty surprised since I was granted permission to put up the sign in the first place. Asking me to take down the sign is in direct contradiction with what I was told. So you see, I believe it is quite unfair to ask me to take down the sign. At the very least, since I had permission to put the sign up in the first place, and now the city wants me to take it down, they should be willing to pay for my expenses. I did not do anything wrong, I asked for permission, I was granted permission, and **I acted based on the information that was given to me.**

I was willing to risk the possibility that Matt would find a new tenant after 6 months, but that was my risk to take. Since he has not gotten a new tenant as of yet, that is not really part of the equation. I planned to continue to pay him for the space for as long as I could.

Therefore, if the city wants me to take down the sign that they granted me permission to put up, all of my expenses should be reimbursed, including the actual lease time while the signs were up. Because, if I had known that they were going to take back the permission that I was granted, I wouldn't have put the sign up in the first place. My expenses include $290.13 for the signs, $200 for putting the signs up, #263.75 for taking the signs down, and $ incl. for the new sign blanks that have to go back up. I got the estimates from Reinhold Sign this morning. The total amount is .

I understand that you may have made a mistake by giving me permission to put the sign up, but since you were acting as a City of De Pere employee, it only makes sense that when the mistake was realized, that the **city** would have looked at the situation as **a learning experience**, not as an opportunity to drop the hammer on a legitimate business that is struggling to make it, in the downtown De Pere area.

I respectfully ask that the matter of this sign be reconsidered by all concerned.

Thank you,

3

**Jeff Zepnick**

Hanna's Nails & Spa
327 Main Ave. Ste. C
De Pere, WI 54115

920-497-7746
jeffzepnick@yahoo.com

*Faith to me, means that I am in control of absolutely nothing.*
*God is in control of absolutely everything... and I'm ok with that.*

---

**From:** Dave Hongisto <dhongisto@mail.de-pere.org>
**To:** Jeff Zepnick <jeffzepnick@yahoo.com>
**Sent:** Friday, March 15, 2013 11:26 AM
**Subject:** RE: Sign Agreement

Hi Jeff,

Not sure if you heard my voice mail but the sign that you have on Lutsey's pylon sign has to come down as per our previous conversation and the agreement below. Thanks for your cooperation.

Dave

**David R. Hongisto**
Building Inspector/ Zoning Administrator
City of De Pere
335 S. Broadway St.
De Pere, WI 54115
Phone: 920-339-4053
dhongisto@mail.de-pere.org

**From:** Jeff Zepnick [mailto:jeffzepnick@yahoo.com]
**Sent:** Thursday, December 20, 2012 3:51 PM
**To:** Dave Hongisto
**Subject:** Fw: Sign Agreement

Dave,

The sign agreement that I have with Matt Lutsey was done through the email that I am forwarding to you.

Jeff

We are good with this. Please Move Forward.

Thanks,

Matt

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On Mon, Sep 10, 2012 at 3:51 PM, Jeff Zepnick <jeffzepnick@yahoo.com> wrote:
Dear Matt,

Per our conversation today, I am writing the following agreement for your confirmation, between Hanna's Nails & Spa, 327 Main Ave. Ste. C, De Pere, WI 54115, and Lutsey Enterprises, P.O. Box 22074 Green Bay, WI 54305, regarding the vacant tenant panel sign space, in the Nicolet Square, under the Nicolet Square sign, adjacent to the Gyro Kabob sign. The approximate size is about 5' wide by 2' 6" tall. The agreement shall start on September 15th, 2012 and go for 6 months, until March 15th, 2013. After March 15th, 2013, the agreement shall go to a month to month agreement, pending availability. All the sign cost shall be paid by Hanna's Nails & Spa, the expenses for the power to light the sign, and the lighting for the sign shall be provided by Lutsey Enterprises. Hanna's Nails & Spa agrees to pay $30 per month, with $180 for the first 6 months being paid in advance upon acceptance of this agreement.

If this agreement is acceptable to you, please indicate your agreement in a reply email, and we will be sending a check for the agreed upon amount. Thank you for the opportunity,

Have a Great Day!!

**Jeff Zepnick**

227 E. River Dr. Apt. # 6
De Pere, WI 54115
920-497-7746
jeffzepnick@yahoo.com

*Faith to me, means that I am in control of absolutely nothing.*
*God is in control of absolutely everything... and I'm ok with that.*

--

Matt Lutsey
Lutsey Enterprises

Office - 920.339.9823
Cell - 404.788.1218
lutent@aol.com

5

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Matt Lutsey
Lutsey Enterprises
Office - 920.339.9823
Cell - 404.788.1218
lutent@aol.com

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

WHEREAS, 313 Main in De Pere, LLC has an accepted offer to purchase and expects to close upon the purchase and become the owner of the property at 313 Main Avenue (Parcel WD-908) (the Property) on or before June 15, 2013; and

WHEREAS, the Property is located within the Rehabilitation District approved by the Redevelopment Authority (RDA) on July 23, 2012; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 9 (TID #9) on August 13, 2012 (the District) and adopted a Project Plan for the District authorizing the expenditure of funds within the District (the Project Plan); and

WHEREAS, 313 Main in De Pere, LLC intends to redevelop the Property by restoring and remodeling the deteriorated interior and exterior of such building for purposes of an office development (the Development); and

WHEREAS, the redevelopment of the site and construction of the Development are consistent with both the TID #9 Project Plan and the 2010 Downtown Master Plan, and will be beneficial to the City; and

WHEREAS, the RDA has reviewed the Redevelopment Agreement between the Redevelopment Authority of the City of De Pere, the City of De Pere and 313 Main in De Pere, LLC, attached hereto and incorporated as Exhibit 1, and believes it to be in the interests of the RDA and City to enter into such Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

REDEVELOPMENT AGREEMENT BETWEEN THE REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE, THE CITY OF DE PERE AND 313 MAIN IN DE PERE, LLC
(313 Main Avenue)

THIS REDEVELOPMENT AGREEMENT is entered into as of this _____ day of __________________, 2013 by and between the Redevelopment Authority of the City of De Pere (Authority), the City of De Pere, a Wisconsin municipal corporation (City) and 313 Main in De Pere, LLC, a Wisconsin limited liability company (Developer).

RECITALS

A. Developer has an accepted offer to purchase and expects to close upon the purchase and become the owner of the property at 313 Main Avenue (Parcel WD-908) (the Property) on or before June 15, 2013.

B. The Property is located within the Rehabilitation District approved by the Authority on July 23, 2012. A map showing the Property is attached as Exhibit A.

C. Pursuant to Wis. Stats. §66.1105, the City created Tax Incremental Financing District No. 9 (TID #9) on August 13, 2012 (the District) and adopted a Project Plan for the District authorizing the expenditure of funds within the District (the Project Plan).

D. Developer intends to redevelop the Property by restoring and remodeling the deteriorated interior and exterior of such building for purposes of an office development (the Development) in accordance with specifications identified in the February 8, 2013 proposal attached as Exhibit B.

E. The redevelopment of the site and construction of the Development are consistent with both the TID #9 Project Plan and the 2010 Downtown Master Plan, and will be beneficial to the City.

F. The Developer's ability to renovate the building 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
REDEVELOPMENT OF THE PROPERTY

A. Developer agrees to proceed with and diligently take all steps necessary to and proceed with the renovation redevelopment of the Property, including the following:

1. demolition, removal and disposal of existing interior improvements in accordance with state and local laws;
2. obtaining state approved construction plans for the renovation and commencing construction thereon as soon as possible in accordance with City regulations; and
3. completion of renovation and occupancy permit on or before January 1, 2014

B. The 2012 assessed value of the Property is $41,200. Developer warrants and guarantees that the value of the Property with the Development, as of January 1, 2014 will be $374,000 (the Guaranteed Value).

ARTICLE II
CITY OBLIGATIONS

A. The City shall make two grants (collectively, the Project Grants and individually, a Project Grant) to Developer to defray the costs of the development, thereby lowering the occupancy costs of the tenants. The aggregate amount of the Project Grants shall be based upon the $374,000 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, totaling $66,000, are payable on the following schedule:

1. The first Project Grant, in the amount of $33,000, shall be payable upon closing of the sale of the Property.

3. The second Project Grant, in the amount of $33,000, shall be payable not more than fifteen days after the issuance of a certificate of occupancy by the Building Inspector for the Development.

## ARTICLE III
## DEVELOPER'S OBLIGATIONS

A. Developer, for itself and it successor and assigns, agrees to and obligates itself to repay all Project Grants it receives from City should it fail to complete renovation of the Property 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. Developer, for itself and its successors and assigns, hereby waives all rights to appeal the assessed value of the Property below the Guaranteed Value for the life of the District.

C. For the duration of the life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Development or the Property to an entity whereby such sale or lease would cause such portion of the same to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall run with the land and be binding upon all of the Developer's successors and assigns. Developer further agrees that it will place a restriction in any deed or bill of sale conveying the Development and/or the Property during the duration of this Agreement prohibiting any use of such Property during the term of this Agreement which would cause same or any portion thereof to become tax exempt. Should the Development and/or Property nevertheless become tax exempt, Developer, for itself and its successors and assigns, hereby agrees that an annual payment in lieu of tax shall be made by the then owner of the Development and Property. Such payment in lieu of taxes shall be determined for any given year that the Development and Property are exempt from taxation by multiplying the assessed value of the Development and Property as of January 1 of such year by the mil-rate for all taxing jurisdictions established for that tax year for the west side of the City, with such product due and payable on or before October 15 of the year in question (the Due Date). If such payment is not made in full by the Due Date, the amount due shall become a lien against the Property as a special charge under Wis. Stat. § 66.0627.

D. Developer, for itself and its successors and assigns, agrees that, should the assessed value be less than the Guaranteed Value of $374,000, 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 $374,000. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.

(2) If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.

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

## ARTICLE IV
## GENERAL

A. Developer and its successors and assigns shall keep and maintain the Development and Property in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon such Property as is customarily held in developments of like sizes and characters. All insurance policies required under this paragraph shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

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 or 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: 313 Main in De Pere, LLC
c/o Brian O'Shaughnessy
205 Doty Street
Suite 102
Green Bay, WI 54301

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.

313 MAIN IN DE PERE, LLC
By:

______________________________
Brian O'Shaughnessy, Member

State of Wisconsin )
: SS
Brown County )

This instrument was acknowledged before me on the ________ day of ____________, 2013, by Brian O'Shaughnessy as Member of 313 Main in De Pere, LLC.

______________________________

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

| | |
|---|---|
| CITY OF DE PERE<br>By:<br><br>______________________________<br>Michael J. Walsh, Mayor<br><br>______________________________<br>Shana L. Defnet, Clerk-Treasurer | State of Wisconsin )<br>: SS<br>Brown County )<br><br>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.<br><br>______________________________<br>Notary Public, State of Wisconsin<br>My commission expires on _____________. |
| REDEVELOPMENT AUTHORITY OF THE CITY OF DE PERE<br>By:<br><br>______________________________<br>Theodore J. Penn, Chair | State of Wisconsin )<br>: SS<br>Brown County )<br><br>This instrument was acknowledged before me on the ________ day of ____________, 2013, by Theodore J. Penn, Chair of the Redevelopment Authority of the City of De Pere.<br><br>______________________________<br>Notary Public, State of Wisconsin<br>My commission expires on _____________. |

H:\jdupont\Agreements\2013\Redevelopment Agreement - 313 Main Ave 4-13-192-001-13.docx

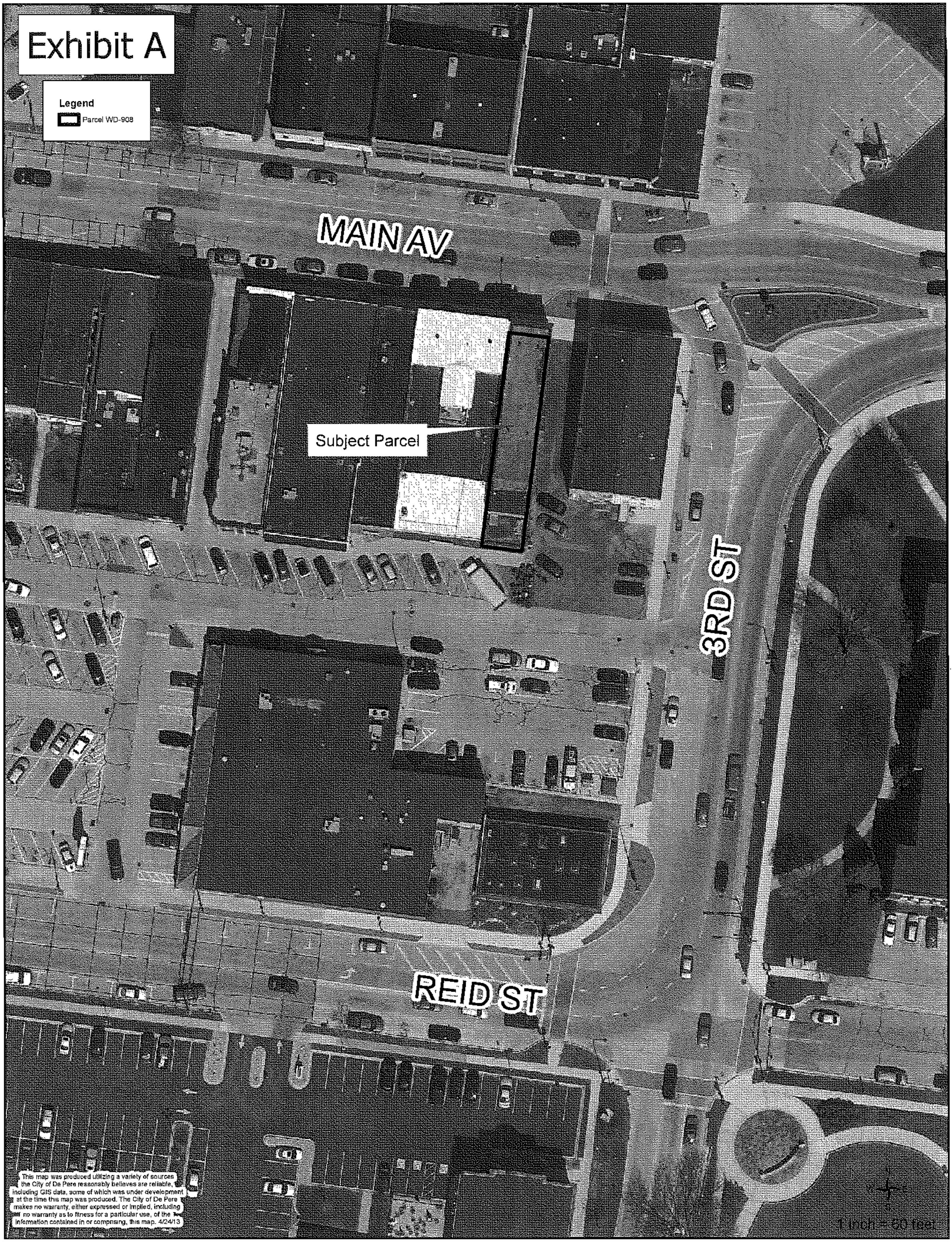
Exhibit A
Legend
Parcel WD-908
MAIN AV
Subject Parcel
3RD ST
REID ST
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 4/24/13

# Proposal

Purchase From: JTS CONSTRUCTION
P.O. BOX 369
DePere, WI 54115

**Invoice #** O'SHAU503
**Date** 2/8/2013

Bill To: Brian O'Shaughnessy
205 Doty St. Suite 102
Green Bay, WI 54301

Property Located @
313 Main St.
De Pere, WI 54115

| Item | Labor | Material | Price |
|---|---|---|---|
| Items (Page 2) | $ 75,125.00 | $ 138,500.00 | $ 213,625.00 |
| Items (Page 3) | $ 6,020.00 | $ 11,770.00 | $ 17,790.00 |
| | | | |
| | | | |
| | | | |
| | | SUBTOTAL | $ 231,415.00 |
| | | TAX | $ 12,727.83 |
| | | **TOTAL** | **$ 244,142.83** |

**Terms: 50% Down with Acceptance**

Balance Due Upon Completion

**Acceptance**____________________________ Date__________

**Acceptance**____________________________ Date__________

# Invoice Details

JTS CONSTRUCTION

**Invoice #** O'SHAU502
**Date** 2/8/2013

| Item | Labor | Material | Price |
|---|---|---|---|
| Roofing | $ 9,250.00 | $ 23,950.00 | $ 33,200.00 |
| Plumbing-Mens/Womens Bathrooms | $ 4,500.00 | $ 4,250.00 | $ 8,750.00 |
| Framing | $ 10,150.00 | $ 13,875.00 | $ 24,025.00 |
| Drywall & Plastering Offices | $ 2,500.00 | $ 4,250.00 | $ 6,750.00 |
| Windows & Exterior Doors | $ 6,250.00 | $ 15,350.00 | $ 21,600.00 |
| Flooring-Laminate & Ceramic Tile | $ 5,700.00 | $ 7,600.00 | $ 13,300.00 |
| Electrical-40 Lights, 100 Outlets/Switches | $ 10,500.00 | $ 12,500.00 | $ 23,000.00 |
| HVAC-2 Furnaces & A/C Units | $ 12,750.00 | $ 19,750.00 | $ 32,500.00 |
| State Permits & Architect Plans | | $ 5,500.00 | $ 5,500.00 |
| Trim Package & Doors | $ 8,450.00 | $ 14,750.00 | $ 23,200.00 |
| Equipment Rental/Lifts | | $ 6,000.00 | $ 6,000.00 |
| Plumbing-W/H & Rough In Drains | $ 2,250.00 | $ 3,950.00 | $ 6,200.00 |
| Trusses for Flooring-2 Levels | $ 2,825.00 | $ 6,775.00 | $ 9,600.00 |
| **SUBTOTAL** | $ 75,125.00 | $ 138,500.00 | $ 213,625.00 |

## Proposal Details

Invoice # O'SHAU503
Date 2/10/2013

| Item | Labor | Material | Price |
|---|---|---|---|
| Upgrades to coonstruction @ 313 Main St. | | | |
| Lamton 12mm laminate floor Hickory Antique | | $ 2,195.00 | $ 2,195.00 |
| L-Shaped Oak Mission Cabinets in kitchen | $ 1,000.00 | $ 3,425.00 | $ 4,425.00 |
| Oak false ends on stairs with carpet runner in center of treads. | $ 795.00 | $ 1,135.00 | $ 1,930.00 |
| Build bar in kitchen area, 10 linear ft. | $ 750.00 | $ 1,245.00 | $ 1,995.00 |
| Cut opening in brick, add header, install case-ment window, trim around window (Brian's) | $ 950.00 | $ 1,295.00 | $ 2,245.00 |
| Frame out & install tin ceiling (Brian's) | $ 1,875.00 | $ 1,950.00 | $ 3,825.00 |
| Run conduit & electric plugs in floor per client | $ 650.00 | $ 525.00 | $ 1,175.00 |
| **SUBTOTAL** | $ 6,020.00 | $ 11,770.00 | $ 17,790.00 |

BROWN COUNTY HOME BUILDERS ASSOCIATION

## BUILDING CONSTRUCTION SPECIFICATIONS

LOCATION OF PROPERTY DATE________

313 MAIN ST DEPERE WI 54115

### EXCAVATION, LOT PREPARATION, UTILITIES, AND PERMITS

~~The contractor shall do all necessary excavating and rough grading. If additional fill is needed, or excess fill is to be hauled away, this expense will be the owners____ or contractors ____~~ N/A ~~. If any additional black dirt other than what is on the lot at the time of construction is needed, the expense will be incurred by the owner. The finish grading, sodding and landscaping shall be done by the owner. Total excavating, grading and trucking allowance will be: $____.~~

Lot preparation allowance for tree removal, excess fill, retaining walls, etc., will be $ N/A , if gravel road or driveway is provided by contractor, the allowance will be $____, if the culvert is to be installed, the allowance will be $____.

Storm sewer lateral allowance will be $ EXISTING PLUMBER TO HOOK UP

Sewer and Water lateral allowance will be $ EXISTING TO EXISTING

The contractor shall not be responsible for any settling of ground.

Owner shall furnish exposed lot line stakes.

Expenses incurred because of soil conditions such as quick sand, rock, trees, frost, including necessity for additional excavating, providing fill or cutting of lot, grading, removal of excess ground, additional footings, reinforcing, piers, additional depth of foundation wall, pumping, waterproofing of basement or diversion of water because of springs, wells, seepage, underground drainage shall be paid by Owner.

Non point source erosion controls, the allowance will be $ N/A

Building permits and additional fees, the allowance will be $ 5000.00
INCLUDES ARCHITECT FEES

The Owner shall be responsible for any expense incurred in the extension of gas and electrical service including electrical disconnect.

BROWN COUNTY HOME BUILDERS ASSOCIATION

## BASEMENT WALLS AND FOOTINGS

Ready mixed concrete shall be used in all footings. Basement walls shall be poured ____________ or block ____X____ construction.

Width of basement walls as per plan. Basement walls shall have one coat of waterproofing. Drain tile shall be installed both inside and outside of walls.

Basement wall height shall be EXISTING.

Garage, porches and unexcavated areas the wall height shall be N/A.

Number of basement windows: ____________ storm windows ____________.

Window drains shall be ____________ shall not be ____X____ installed.

Basement exterior insulation: ____________

Foundation skirting: ____________

Concrete pumping: ____________ allowance ____________ owners expense

## WELL AND SEPTIC

Well, well pump and septic system allowance shall be $ N/A

All wiring and pertinent equipment is included in the allowance.

## INSULATION

Side walls shall be EXISTING BRICK with moisture barrier.

Ceiling shall be 37.5R

Garage walls shall be N/A

Garage ceiling shall be N/A

Interior soundproofing 1½" RIDGID FOAM BETWEEN 1ST - 2ND FLOOR.
INTERIOR WALLS WITH SOUND DEADENING DRYWALL

BROWN COUNTY HOME BUILDERS ASSOCIATION

## FRAMING MATERIAL

Beams shall be the size shown on the plan and to be wood 2X4 WEB BASED TRUSSES

Steel ______ construction.

Steel adjustable Posts ______ Fixed posts ______

Bearing walls ______

First floor joists to be 2"x4"x24" WOOD WEB, placed 24" on center.

Second floor joists to be 2"x4"x24" WOOD WEB, placed 24" on center.

Ceiling joists to be 2"x4"x24" WOOD WEB, placed 24" on center.

Roof trusses shall be used WOOD WEB BASED FLAT SLOPED

Conventional framed rafters shall be used ______

Crane allowance $6000.00

Ceiling height shall be 16' SLOPED DOWN TO 8'

Studs (exterior) shall be 2 x 4 ______ 2 x 6 EXISTING BRICK " on center

Studs (exterior) garage shall be 2 x 4 ______ 2 x 6 N/A, ______ " on center

Studs (interior) shall be 2 x 4 X 2 x 6 X, 16" on center

Sub flooring shall be 3/4" OSB PLY

Wall sheeting shall be 1/2" DRYWALL

Roof sheeting shall be 3/4" OSB PLY

Roofing allowance per square $ ______, laid over ______ felt

EPDM RUBBER ROOF WITH 6" RIDGID FOAM INSULATION

Type of Roof flashing and edging ALUMINUM

Attic ventilation shall be N/A

BROWN COUNTY HOME BUILDERS ASSOCIATION

## SIDING AND SOFFIT

Siding shall be EXISTING BRICK Allowance per square ____

Corner post shall be ____

Shutter - wood ____, vinyl X, panelled X, louvered ____,

All windows ____, front only X, or ____.

Soffit and facia shall be wood ____ Aluminum X WHITE

Width of facia 6"

Special exterior trims ____

## WINDOWS AND ENTRY DOORS

WINDOWS:
Brand JELD WEN

Casement X double hung X others ____

Primed ____ clad X color WHITE

Glazing LOW E ARGON GAS ENERGY STAR

Window grills - wood ____ Vinyl ____ square ____

diamond ____ all windows ____ front only ____

Grills for patio door shall be included ____ shall not be included ____

Special units BAY WINDOW FRONT OF BUILDING

Skylights N/A

BROWN COUNTY HOME BUILDERS ASSOCIATION

ENTRY DOORS:
Front entry 9 LITE STEEL RAISED PANEL ENERGY STAR STAINED WOODGRAIN LIKE

Home to garage entry N/A

Rear entry 9 LITE STEEL RAISED PANEL ENERGY STAR STAINED WOODGRAIN LIKE

Garage service entry N/A

Basement entry N/A

Storm doors N/A

## GARAGE

Type of overhead door ______

Number of doors N/A

Size of door ______

Garage door opener shall be ______ shall not be ______ installed.

Garage wall finish shall be ______

Garage ceiling finish shall be ______

## SHEET METAL

Gutters and downspouts shall be galvanized ______, Aluminum X

Proper metal flashing installed where necessary.

WHITE

## FLAT WORK

Patio size NOT INCLUDED sq. ft.

Sidewalks shall be from front door to EXISTING

and from garage service door to N/A

Walks, service entry slabs shall have a total square footage of ______

Driveway shall be ______ ft. wide and ______ ft. in length or total square footage of ______

Porches as per plan.

Type of reinforcement and location ______

BROWN COUNTY HOME BUILDERS ASSOCIATION

## MASONRY

EXTERIOR: EXISTING

Allowance for brick ______ Allowance for stone ______

Sills shall be brick X ______ Stone ______

Colored mortar X ______ per sq. ft. White ______ per sq. ft.

Exterior fireplace chimney or chase shall be ______

Brick paver allowance ______

INTERIOR:

Masonry excluding fireplace INCLUDED EXISTING

FIREPLACE:

Masonry ______ zero clearance ______

Allowance for brick $______, stone $______, or $______

Additional charge (or extra to owner) for colored mortar, ______ per sq. ft. White ______ per sq. ft.

Size of fire pit and face width as per plan.

Face height shall be ______

Raised hearth ______ hearth on floor ______ hearth material shall be ______

Type fire pit ______ with fans ______ fresh air intake ______ furnace flues ______

Type of mantel ______ Allowance $______

Fireplace wood surround ______ Allowance $______

Fireplace door allowance $______ gas log $______

BROWN COUNTY HOME BUILDERS ASSOCIATION

## FINISH OF INTERIOR WALLS

Finish walls and ceilings shall be: one coat thin wall plaster X SKIP TROWEL

two coat thin wall plaster ______

Drywall X

Rooms or ceilings done in a different texture will be an extra charge of $ 2000.00

## FINISHED FLOORS

All inlaid areas shall have ______ underlayment.

All carpeted areas shall have ______ underlayment.

Underlayment allowance: ______

Allowance for carpeting and inlaid $______

Allowance slate floors $______

Allowance ceramic floors $ IN BATHROOMS

Allowance marble floors $______

Allowance hardwood floors $ 12MM LAMINATE - OFFICES + RECEPTION

Allowance for all floor coverings includes materials, installation, and the labor.

Total allowance for underlayment and all floor coverings including items specified above shall be $ 3.00 SQ FT

## TILE

Tile shall be $______

BROWN COUNTY HOME BUILDERS ASSOCIATION

## PLUMBING

**KITCHEN:**

Kitchen sink color STAINLESS STEEL type DUAL BOWL

Kitchen sink faucet X disposal X

Dishwasher hookup INCLUDED others

**MAIN BATH:**

Toilet color WHITE type DUAL FLUSH WATER SAVER

Lav color WHITE type DROP IN

Tub color N/A cast molded unit

Shower color cast molded unit

**MASTER BATH:**

Toilet color type

Lav color type

Tub color cast molded unit

Shower color cast molded unit

**BATH:**

Toilet color WHITE type DUAL FLUSH WATER SAVER

Lav color WHITE type DROP IN

Tub color N/A cast molded unit

Shower color cast molded unit

**½ Bath:**

Toilet color WHITE type DUAL FLUSH WATER SAVER

Lav color WHITE type DROP IN

BROWN COUNTY HOME BUILDERS ASSOCIATION

Water heater shall be ELECTRIC capacity 50 gallons

Items which shall or shall not be included:

Soak tub ______ tub enclosure allowance $______ ice maker plumbing ______ garage floor drain ______

Sump pump X shower door allowance $______ 1st floor laundry ______ wet bar ______

Water softener ______ water softener rough in ______

Basement rough-in for stool ______ lav ______ shower ______

Hot and cold water faucets and drain for washer shall be provided, N/A outside faucets shall be installed on the exterior of the home. One floor drain shall be installed in basement floor.

Plumbing accessories included: Faucets, ~~towel bar~~, paperholder, ~~curtain rod~~. These shall be standard chrome plated type normally used by contractor.

COLOR OIL RUBBED BRONZ

## ELECTRICAL

Light fixture allowance shall be $ 23000 INCLUDES LABOR + MATERIAL

This allowance to include all fixtures, interior and ~~exterior~~, closet lights, recessed ceiling fixtures, chimes, bulbs, dimmer switches, fixture installation and tax. Number of receptacle openings (electrical boxes) included 40 LIGHTS 100 OUTLETS/SWITCHES/BOXES

Number of single pole circuits ______

220 outlets ______

Central air ______

AMP capacity 400 AMP (2) 200 AMP

Outside receptacles ______ Number of GFI circuits included PER CODE

Wire for O.H. door opener ______

Type of switches TOGGLE

Phone jacks ______ Cable TV outlets ______

Exhaust fans 3 INCLUDED

BROWN COUNTY HOME BUILDERS ASSOCIATION

## CABINETS

Cabinet allowance $ 4425.00 is to include all kitchen cabinets, vanities, bookcases, hutches, bar cabinets, washer and dryer section, soak tub vanities, etc.

Cabinet allowance includes installation.

Hardware to be choice of owner within contractor's allowance.

Countertop shall be formica or equal quality.

Kitchen soffits ______

Additional soffits ______

Vanity mirror allowance $ ______

## HEATING

Brand ______ efficiency 95%

Gas X electric ______ propane ______

Items that shall or shall not be included:

Air purifier ______ humidifier ______

Air conditioning X special thermostat PROGRAMABLE

Propane tank ______

Outside combustion - air - ______

Special ventilation ______

## PAINTING

All rooms shall be painted.

All rooms shall be done one color unless stated ONLY DRYWALLED ROOMS COLOR TO BE DETERMINED

Additional charge for painting rooms choice of color $ 250.00 per room.

All exterior wood shall have two coats of paint. Except for wood siding which is stained, this shall have one coat of stain. The finishing of the woodwork shall be a four step process, consisting of staining, sealing, sanding and finish coat. Color of stain is to match kitchen cabinets or owner's sample.

Woodwork to be painted ______

Woodwork to be stained GOLDEN OAK COLOR

BROWN COUNTY HOME BUILDERS ASSOCIATION

## APPLIANCES

Microwave ______ built in range ______ Jenn-aire ______

Hood and fan ______ compactor ______ refrigerator ______

Dishwasher X ______ range top ______ eye level oven ______

All venting of appliances shall be included ______ shall not be included ______

Allowance for appliances $ 400.00

## INTERIOR TRIM

Base: type OAK style #417 width 6"

Casing: type OAK style #145 width 2 3/4"

Jamb: type OAK style 4 5/8"

Stops: type OAK style #145

Doors: type 6 PANEL style OAK

HINGES & HARDWARE O.R.B.

Allowance or style for stairs FALSE OAK STAIR ENDS WITH CARPET RUNNER DOWN MIDDLE OF STAIRS

## HARDWARE

Door knobs and locks shall be within contractors allowance.

O.R.B.

BROWN COUNTY HOME BUILDERS ASSOCIATION

## MISCELLANEOUS

| | |
|---|---|
| ______ | Exterior wrought iron ______ |
| ______ | Proud gables ______ beams under overhang ______ |
| ______ | Stucco ______ |
| ______ | Exterior window arches ______ |
| ______ | Wood surround front door ______ |
| ______ | Cupola ______ |
| ______ | Bilco door ______ |
| X | Porch railing and special trim CABLE SYSTEM FOR BACK UPPER PORCH |
| ______ | Window panels w/beauty mold ______ |
| ______ | Deck ______ Railing ______ |
| ______ | Garage storage shelves ______ |
| ______ | Guard rail for garage stairs to basement ______ |
| ______ | Garage disappearing attic stairs ______ |
| ______ | Plywood in garage attic ______ |
| ______ | Finished area in basement ______ |
| ______ | Interior wrought iron ______ |
| X | Beams CEILING OPEN WOOD WEB PAINTED BLACK |
| ______ | Crown mouldings ______ |
| ______ | Wainscot ______ |
| ______ | Chair rail ______ |
| ______ | Beauty mold ______ |
| ______ | Interior window shutters ______ |
| ______ | Paneling ______ |

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| | |
|---|---|
| | Plate rail |
| | Vaulted ceiling |
| | Cathedral ceiling |
| | Tray ceilings |
| | Sunken room |
| | Plaster arches |
| X | Half/wall spindles STAIRS OAK INTERIOR |
| X | Dead bolts ENTRY DOORS |
| | Glass French doors |
| | Cafe doors |
| | Brick arch for cabinetry |
| | Hidden ironing board |
| | Closet shelving |
| | Wall papering |
| | Central vacuum system |
| | Intercom/sound system |
| | Security system |
| | Yard lights |
| X | Special items BAR IN KITCHEN AREA |

TIN CEILING IN 2ND FLOOR FRONT OFFICE
FLOOR PLUGS FOR ELECTRIC

BROWN COUNTY HOME BUILDERS ASSOCIATION

Miscellaneous items, if any, not mentioned in specifications or shown on plan:

Any spaces which are not filled in do not apply and are not included.

The owners have read all the above specifications and are in agreement with them.

Owner BRIAN O'SHAUGHNESSY

Owner

Contractor JTS CONSTRUCTION

Date

BROWN COUNTY HOME BUILDERS ASSOCIATION

# BUILDING CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this ______ day of ____________________, ________,
by and between JTS CONSTRUCTION
hereinafter referred to as Contractor and BRIAN O'SHAUGHNESSY
____________________ hereinafter referred to as owner.

## WITNESSETH

WHEREAS, ____________________, is the owner of real estate in the CITY of DEPERE, BROWN County, Wisconsin, and more particularly described as:
313 MAIN ST DEPERE WI 54115

WHEREAS, Owner desires to have certain buildings and improvements constructed on such real estate:

WHEREAS, Contractor is in the building construction business.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

### DESCRIPTION OF WORK

The Contractor shall provide all materials and perform all work reasonably necessary to construct and erect the following improvements on the premises, hereinafter referred to as "the work": SEE BUILDING CONSTRUCTION SPECIFICATIONS ATTACHED AND MADE A PART OF THIS AGREEMENT

Notwithstanding the above, in the event there are certain contract specifications and plans as required by Owner, said specifications and plans shall be attached hereto and made a part hereof, and shall become part of the contract documents. Contractor shall then construct and erect the above mentioned improvements in accordance with such contract specifications and plans.

## ARTICLE II

### PAYMENT

Owner shall pay Contractor for the performance of this contract $ 241,142.83, subject to additions and deductions as provided in any subsequent change orders. Such contract price shall be payable as follows:

a. $ 50,000.00 at the execution of this contract;
b. $ 48,550.00 to be paid 5-1-13
c. $48,500.00 TO BE PAID 6-1-13
d. $48,500.00 TO BE PAID 7-1-13
e. $48,492.83 PLUS ANY EXTRA'S UPON COMPLETION

BROWN COUNTY HOME BUILDERS ASSOCIATION

## ARTICLE XIII

### WISCONSIN CONSTRUCTION LIEN NOTICE

**AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND AND BUILDINGS IF NOT PAID, THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

## ARTICLE XIV

### GOVERNING LAW

This agreement shall be governed by the laws of the State of Wisconsin.

## ARTICLE XV

### BINDING EFFECT

This agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns.

## ARTICLE XVI

### SEVERABILITY

The provisions of this agreement are severable. In the event that any are held invalid by a court of competent jurisdiction, the remainder of this agreement shall be interpreted as if such invalid provisions were not contained therein.

This contract becomes null and void if for any reasons the necessary permits are denied.

## ARTICLE XVII

### HEADINGS

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

With their signatures, the parties hereby acknowledge and agree to the terms of this construction agreement as of the date and year first above written.

In addition the parties hereby specifically agree to the interest terms and rate described in Article XII, above.

CONTRACTOR: JTS CONSTRUCTION

____________________________

OWNER: BRIAN O'SHAUGHNESSY

____________________________

____________________________

BROWN COUNTY HOME BUILDERS ASSOCIATION

## ARTICLE III

START AND COMPLETION DATE

Construction under this contract shall begin on ____________, _________, and shall be substantially completed by ___________, _________. If Contractor is delayed in the commencement or the completion of the work for any reason beyond the sole control of the Contractor, including, but not limited to, changes ordered in the work, then the time of commencement or completion shall be extended for a reasonable period accordingly.

## ARTICLE IV

Contractor's or Owner's obligation to perform this transaction is conditioned upon the following:

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

## ARTICLE V

EVIDENCE OF FINANCING AND TITLE TO PREMISES

Owner shall furnish Contractor with a written loan commitment from a responsible lending institution evidencing an amount not less than the contract price within 14 days of the execution of this contract. If such loan commitment is in an amount less than the contract price, Owner shall furnish Contractor with other evidence satisfactory to Contractor, of Owner's ability to pay such difference within such 14 day period. If no such evidence is provided within such 14 days, Contractor may terminate this contract and retain from the down payment any and all costs incurred by Contractor related to the work.

Owner shall furnish Contractor, for its approval, evidence of title to the above-described real estate. If Contractor, in its sole discretion, disapproves of the form of such title, it may terminate this contract and retain from the down payment any and all costs incurred by Contractor related to the work.

## ARTICLE VI

INSPECTION AND DEFECTS

Owner shall exercise all reasonable diligence in inspecting, discovering and reporting to Contractor as the work progresses, all materials and labor which are not satisfactory to Owner, so as to avoid unnecessary trouble and cost to Contractor in making good defective parts; otherwise, any objection thereto shall be deemed to have been waived. Work found not in compliance with the contract documents shall be corrected by contractor, at its sole cost and expense.

## ARTICLE VII

### OCCUPANCY

Owner shall not occupy or take possession of the improvements as described in Article I of this Agreement, before all provisions of this agreement have been fully performed.

In the event Owner shall occupy or take possession of such improvements prior to the full performance of the provisions of this Agreement, the full contract price shall become immediately due and payable to Contractor.

## ARTICLE VIII

### GUARANTEE

In the Event the contract price has been paid in full, Contractor guarantees the work completed under this Agreement, and any change orders thereto, shall be in accordance with the plans and specifications as furnished by Owner, and shall be free from defects in workmanship or materials. Contractor shall repair at its sole cost and expense for a period of one year from the completion date, all of the work covered under the contract and change orders that are not in conformance to the contract documents. Contractor shall repair at its sole cost any work that may be disturbed in repairing such nonconformity.

Not withstanding the above, appliances, plumbing and heating components shall be warrantied as provided by the manufacturer and are not covered by the guarantee provided above. Due to unforeseen acts of nature, any and all concrete work likewise is not within the subject of the guarantee as provided by this Article VIII.

## ARTICLE IX

### INSURANCE

A. Contractors Liability Insurance. Contractor agrees to keep in force at his own expense during the entire period of the work, such liability insurance as will protect it from claims, under workman's compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of the work under this Agreement, whether directly or indirectly by Contractor.

B. Owner's liability Insurance. Owner agrees to maintain in force his own liability insurance during the entire period of the work, and reserves the right to purchase such additional insurance as in his opinion is necessary to protect him against claims arising out of the Contractor's operation, without diminishing Contractor's obligation to carry the insurance specified herein on its part to be carried.

C. Property Damage Insurance on Worksite. Owner agrees at all times material hereto, to maintain at his expense property damage insurance on the work at the site for its full insurable value, including the interests of Owner and Contractor, against fire, vandalism and other perils ordinarily included in extended coverage. Such insurance shall include Contractor as an additional insured as its respective interests appear.

## ARTICLE X

### INDEMNITY AND HOLD HARMLESS AGREEMENT

Owner agrees to indemnify and hold harmless Contractor and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees arising out of performance of the work herein which is for bodily injury, illness, or death, or for property damage, including loss of use, which are caused in whole or in part by the negligence, act or omission of the Owner, or Owner's architect or engineer or that of anyone employed by them for whose acts Owner may be liable.

BROWN COUNTY HOME BUILDERS ASSOCIATION

## ARTICLE X (CONTD.)

### AIR QUALITY

**WARNING:**. Energy efficiency in this home is achieved by construction methods which reduce air infiltration and air changes per hour. This may result in a concentration of water vapor from cooking, showering, etc., which, at excessive levels, can cause property damage. Likewise, concentrations of radon or chemical compounds released from soil, household furnishings, personal possessions, and building materials, at excessive levels, may create irritant effects or health hazards. Owner can minimize adverse effects by proper utilization and maintenance of ventilation fans and/or other ventilation devices installed by the Contractor and by opening doors and windows to increase ventilation. OWNER HEREBY ACKNOWLEDGES THAT OWNER HAS BEEN INFORMED OF SUCH HEALTH RISK AND OWNER ASSUMES ALL RISKS OF DAMAGE OR INJURY WHICH MAY ARISE AS A RESULT OF, OR IN ANY WAY CONNECTED WITH SUCH CONSTRUCTION METHOD AND HEREBY FULLY, FINALLY, AND FOREVER RELEASES AND DISCHARGES CONTRACTOR, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS FROM ANY AND ALL CLAIMS, LIABILITIES AND EXPENSE AND DAMAGES THEREFROM WHATSOEVER WHETHER NOW KNOWN OR HEREAFTER KNOWN, WHICH OWNER OR ITS ASSIGNS MAY HEREAFTER HAVE AGAINST CONTRACTOR, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS. REGARDING THE MATTER REFERRED TO IN THIS PARAGRAPH, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, FITNESS OR GOOD WORKMANSHIP AS TO BUILDING MATERIALS AND/OR CONSTRUCTION METHODS.

## ARTICLE XI

### CHANGE ORDERS

Owner reserves the right to order work changes in the nature of additions, deletions or modifications, without invalidating this agreement. All changes shall be in writing signed by Owner or by Owner's architect or engineer and served personally on Contractor.

The change order shall include reasonable conforming changes in the contract price and completion time. Any changes in the contract price resulting in a credit or a charge to Owner and any such change of the completion date shall be determined by a mutual agreement or written change orders, between the parties.

## ARTICLE XII

### DEFAULT and TERMINATION

Contractor may, on seven days written notice to Owner, terminate this contract before the completion date hereof if:

1. Owner is in default of any payment for a period of ten (10) days or more; or,

2. The work is stopped by the order of the Owner, Owner's architect or engineer, any court or public authority.

On such termination, Contractor may recover from Owner Payment for all work completed and for any loss sustained by him for materials, equipment, tools or machinery to the extent of actual loss thereon plus loss of a reasonable profit.

All sums due and owing more than 15 day from the appropriate payment dates described in Article II, above date due until final payment at the annualized rate of 18%. Contractors shall have the right to collect such monies by a suit at law or by foreclosure of any construction lien which may be filed upon the real estate described herein pursuant to Article XIII, below. To the extent not prohibited by law, owner shall pay all reasonable costs and expenses, including reasonable attorneys' fees and other legal expenses, incurred by contractor in the enforcement hereof, and in the event of foreclosure, such fees and expenses shall be included in the judgment.

RESOLUTION #13-57

REQUESTING TIMELY AND DEPENDABLE STATE-FACILITATED DATA TO LOCAL UNITS OF GOVERNMENT

WHEREAS, the state of Wisconsin and its political subdivisions of counties, towns, cities and villages cooperatively work towards and achieve mutual governance of Wisconsin citizens; and,

WHEREAS, the state of Wisconsin administers and facilitates data for various activities, programs, and funding mechanisms for local units of governments; and,

WHEREAS, timely receipt of state-facilitated data is imperative for local government planning, budgeting and service delivery; and,

WHEREAS, communication of state-facilitated data has, at times, been inconsistent, delayed or incomplete from year-to-year; and,

WHEREAS, local units of government, for the sake of being fiscally responsible to and timely in its communication of fiscal planning, taxation and service delivery to its taxpayers, requires advanced communication of state-facilitated data; and,

WHEREAS, local units of government are amenable to adjusting, within reason, administrative processes, timelines and procedures to ensure information required by state agencies is received in a timely manner to ensure new requested deadlines are achievable and not administratively burdensome.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The City of De Pere, and inherently all other local units of government in Wisconsin, desire that information related to equalized values and net new construction, Wisconsin Retirement System contributions, certification of CPI for purposes of determining the inflation factor under the expenditure restraint program and for the calculation of allowable base wage negotiations, shared

revenue estimates including exempt computer values, general transportation aide calculations, manufacturing assessed values, and lottery credit and school aides, be received in a manner consistent with most local government budgetary timelines.

BE IT FURTHER RESOLVED THAT:

The above-named, state-facilitated data be received **on or before August 1 of each calendar year.**

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2013.

APPROVED:

______________________
Michael J. Walsh, Mayor

ATTEST:

______________________
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

RESOLUTION #13-58

AMENDING GOVERNMENT ACCESS CHANNEL RULES AND REGULATIONS BY ESTABLISHING NEW PROGRAMMING POLICY AND OPERATIONAL PROCEDURES FOR GOVERNMENT ACCESS STATION

WHEREAS, the Common Council first established Rules and Regulations for the City's government access channel in 2002; and

WHEREAS, the City's use of the government access channel has changed substantially since 2002, including moving production in-house, televising Council meetings with live broadcast, airing taped City meetings and providing other government related programming throughout a 24-hour period; and

WHEREAS, the Rules and Regulations governing the government access channel are in need of updating to correspond with use of the channel and to correspond with legal changes in government access channel status; and

WHEREAS, the City of De Pere Programming Policy and Operational Procedures for Government Access Station, attached and incorporated as Exhibit A, have been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The 2002 City Rules and Regulations for the government access channel are repealed and the Programming Policy and Operational Procedures for the Government Access Station (Exhibit A) are hereby adopted.

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 21st day of May, 2013.

APPROVED:

____________________________________
Michael J. Walsh, Mayor

ATTEST:

____________________________________
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

**City of De Pere**

**Programming Policy and Operational Procedures for the Government Access Station.**

**Adopted**

**CITY OF DE PERE**
**GOVERNMENT ACCESS STATION POLICY**

De Pere's Governmental Access Station (DPTV) as provided for under the Cable Communications Act of 1984, Section 531, is operated and administered by the Common Council of the City of De Pere (Common Council). Programming policies are subject to the approval and review of the Common Council.

DPTV exists to:

- To offer City and Brown County government information to citizens of the community.
- To widen the dissemination of activities of the legislative and advisory bodies and boards of the City of De Pere.
- To offer public information to the citizens of De Pere about the various functions performed by the various agencies, divisions, and departments of City government.
- To provide information to citizens requiring access and process information to various City departments and/or agencies.
- To offer video support services to the various agencies, divisions and departments of City government.

The programming policy and operation procedures were developed to provide guidelines to effectively and efficiently manage the overall operation of DPTV and have been approved by the Common Council.

**PROGRAMMING POLICY**

It is the policy of DPTV to provide direct, non-editorial information to the citizens of De Pere concerning the operations and deliberations of the City governments. DPTV is not a mechanism for building support for a particular candidate or candidates for political office. With respect to any program concerning subjects which may be interpreted to be materially controversial, DPTV will maintain a position of neutrality. Announcements for authorized municipal events or events directly or otherwise determined to be of significant municipal interest shall be allowed, but announcements for outside agencies shall generally not be permitted. Public Service Announcements for community spirited not-for-profit organizations may be considered and are subject to review by the Cable Access Manager. The Common Council shall serve as the final approval body for resolving disputes for policy matters.

**OPERATIONAL PROCEDURES**

DPTV shall operate on Time Warner Cable Channel 4, AT&T U-verse Channel 99, and www.depere.tv.

MODES OFTransmission: The City shall utilize five basic transmitting modes:

- Live Transmission: Live coverage, principally consisting of City Council and other selected public meetings (i.e., boards and commissions) and events of general community interest.
- Delayed Transmission: Many public meetings or events will be recorded in advance for transmission at a later period. Some live meetings or events, such as City Council, will be recorded for subsequent replay to insure additional opportunity for viewing.
- Pre-produced programming: Programs produced by DPTV or other entities related to government facilities, services and/or operation will be transmitted if appropriate.
- Interactive Information Service: Alpha-Numeric information consisting of program schedules and public information will be transmitted in order to maintain up-to-date schedules and keep viewers abreast of said information.
- Streaming: Live and on-demand viewing via the internet.

REVIEW AUTHORITY: Programming compliance to these policies and operation procedures is subject to the review of the City Administrator. Finance and Personnel Committee may hear complaints and make recommendations. Changes in policies and operation procedures require the Common Council's approval.

PROGRAMMING POLICY: Programming access to DPTV is limited to municipal agencies/departments and those entities with a direct corporate relationship with the City of De Pere (municipal corporations). DPTV is not intended for general public programming use.

- Public Meetings: All public meetings of City policy-making commissions or boards are authorized for transmission. All regular City Council meetings will be transmitted. Meetings related to governmental committees, boards and commissions may be transmitted at the request or by permission of the presiding officer, logistics permitting.

- Informational Programming: While all programming on DPTV is considered to be informational, those herein are considered to be pre-produced feature programs and program series. All municipal agencies/departments may submit through their Department Head requests which they feel may be appropriate for transmission on DPTV.
- Candidates for Public Office: Announced candidates for public office shall not be permitted to make personal statements over DPTV, except in the regular discourse of public meetings or within a forum of public debate or question/answer format with all other declared candidates being invited and under the oversight of impartial third party using mutually agreeable ground rules. Incumbents who become candidates for public office can not appear on DPTV except as described above during their period of candidacy.
- Billboard Information Messages: Information for the billboard may be submitted by any municipal agency/department. Messages submitted should be consistent with the previous policies and intentions of this policy statement and shall be transmitted at the discretion of the Cable Access Manager.
- Any programming request shall be subject to review of the Cable Access Manager for appropriateness and technical consideration. Those programs which are consistent with the overall operating policy of DPTV, as determined by the Cable Access Manager, shall be transmitted. The decisions of the Cable Access Manager may be appealed to the City Administrator. Written permission for the use of copyrighted material must be authorized in advance by the materials owner and obtained by the sponsor of said material.

EDITING POLICY: Editing of programming on DPTV shall be subject to the following.

- Public Meetings: Any public meeting transmitted via DPTV, be they live or prerecorded, will be aired in its entirety, gavel to gavel without editorial comment. Exceptions to this policy may occur only when editing out possible recesses, to comply with public standard of decency or when technical limitations restrict production procedures. Supplemental information on agenda items which the Cable Access Manager determines will aid the viewer in understanding the issues or matters under discussion may be provided.
- Departmental Programs: Any programming prepared or provided by a municipal agency/department may be modified or edited as deemed appropriate to the policies governing DPTV's use by the Cable Access Manager or a designee authorized by the Cable Access Manager. This determination may be made by policy restrictions or by technical, scheduling or staff limitations and may be subject to the review of the Common Council.

- Interactive Information Service: Messages programmed into the information service shall be edited to provide clarity. Messages transmitted are subject to appropriateness as determined by the Cable Access Manager and subject to the review of the Common Council. No paid commercial space or notices for events other than bonafide municipal activities shall be allowed on the billboard information service.
- Transmitted Commercialism of Public Forums is Discouraged: In furtherance of this policy DPTV directors will get tight shots of speakers in a manner to exclude commercial banners and logos wherever feasible. It being understood that a commercial name may appear, and DPTV cannot control its exclusion, such as hotel names or other sponsor's logos on speaker's podiums.
- Warranty: DPTV, the City of De Pere and its administration, its officers, employees and agents do not warrant the accuracy of any information transmitted via DPTV.

FUTURE PROGRAMMING: DPTV may assist municipal agencies/departments with:

- Video Program Development
- Programming and Public Information Dissemination
- Pre-production, Production and Post-Production
- Instruction and Recommendations
- DPTV will encourage municipal agencies/departments to utilize video programming for job notices, public information, public meetings and department service notices and descriptions.
- DPTV will continue to improve cable origination capabilities through the use of technological improvements in production and signal transportation.
- DPTV will offer training for municipal agencies/departments in the use of video facilities and equipment as requested or deemed necessary whenever time permits.
- DPTV will maintain technical standards for the improvement of signal and program quality.
- DPTV will encourage expanded use of cable technology including the use of educational content.

ENDORSEMENTS: At no time will DPTV endorse specific brand name products or service providers.

SPONSOR ACKNOWLEDGMENTS: DPTV may provide acknowledgments of program sponsors in accordance with The National Federation of Community Broadcasters (NFCB) Guidelines to underwriting for public radio stations, dated October 1992. These guidelines are:

- Underwriting defines what DPTV may and may not do in announcing funding for a specific program or series of programs.
- If money is given without direct connection to any programming, it is considered a donation. Donor announcements are not required, but may be made at DPTV's discretion.
- When announcements for donations or underwriting from for profit entities are made, they may include:

    1. a trade name or brand name

    2. location and phone number

    3. logograms or slogans that are not of a promotional nature

    4. value-neutral descriptions of a product line or service that aid in identifying the contributor

    5. names or service listings that do not include qualitative or comparative language

- DPTV is not allowed to promote the goods or service of any underwriter or donor.

Additional Underwriting and Sponsorship Guidelines are approved and provided as Appendix A.

PROMOTIONS: Promotional announcements for municipally sponsored events or activities are generally, acceptable for transmission on DPTV. Public Service Announcements for agencies outside of municipal government are subject to appropriateness as determined by the Cable Access Manager and subject to the review of the Common Council. No commercial oriented promotions will be considered for transmission.

USE OF DPTV EQUIPMENT: The use of DPTV's video production equipment by other persons other than City staff is not allowed.

HOURS OF OPERATION: It is the goal of DPTV to provide programming twenty-four (24) hours per day, seven (7) days per week with live, recorded, pre-produced, alpha-numeric, digital streamed and satellite programming. Hours of operation are enhanced through the use of automated playback equipment.

# APPENDIX A

## Local Underwriting and Sponsorship Guidelines

**Purpose**
The purpose of the underwriting guidelines is to promote or to clearly identify the underwriter, not to promote or sell its product or service.

**Video**
The following video effects are permitted:
1. Standard or existing corporate logos or slogans, either still or animated, which identify but do not promote.
2. One corporate mascot (such as the Exxon tiger) or other figure developed as a corporate (rather than product) symbol, accompanied by the company's name.
3. One specific product line or brand name, after the underwriter's name/logo. Visual identification of up to three product lines, services or target markets, in addition to the one specific product. Total product identification must be limited to no more than 50 percent of the entire credit.
4. Business exteriors that represent the underwriter's product/services (e.g., bank or hospital).
5. Location information, such as street address or general reference to area served. The underwriter's local or toll-free telephone number or "World Wide Web" address (but not both, to minimize clutter) are also permitted.

The following practices tend to convey a more "commercial" impression and may not be used:
1. Products in use or operation for the purpose of demonstrating their capabilities.
2. Packaged goods (such as food products) shown outside the container or package, or in a prepared state.
3. Visual identification of tobacco products, distilled spirits, and firearms.
4. Official spokesperson, company officials, directors or actors posing as "generic" employees.

**Audio**
The following audio techniques are acceptable:
1. Neutral descriptions of product, service or target markets.
2. Location information, street address, or general reference to area served. The underwriter's local or tollfree telephone number and/or "World Wide Web" address are also permitted.
3. Music and sound effects. However, lyrics sung to music may not be used.

The following audio techniques are not permitted:
1. Comparative claims, such as donor acknowledgments that contain language comparing underwriter's products or services with those of competitors. Avoid words such as best, better, more, superior.
Examples of acknowledgments that contain these comparative terms are:
"Serving more cities than any other airline."
"With more assets than any other bank in town."
"Featuring the best products in town.
2. Acknowledgments that contain qualitative descriptions of the underwriter's product or services.
Qualitative descriptions include words that describe the features, benefits, advantages, or other qualities offered by the underwriter's product or service. Avoid words such as fine, excellent, tasty, or leading.
Examples of acknowledgments that contain these qualitative descriptions are:
"A leading supplier of automobiles."
"With 20 convenient locations."
3. Solicitations, such as announcements that contain a "call to action". Most "calls to action" contain a statement addressed directly to the viewers that tells them to take action.
Examples of acknowledgments that contain "call to action" statements are:
"Ask about our IRA."
"Call us at 555-0000."
4. Announcements containing price information. This includes interest rate information or other indications of savings or value associated with the product or service.
Examples of pricing information are:
"Office products at discount prices."
"Making computer power affordable at every desk."

"8.0% interest rate now available."
5. Announcements that encourage the viewer to buy, sell, rent, or lease.
Examples:
"Six months of free service."
"Special gift for first fifty customers."
"Now offering free checking."
6. Examples of acceptable underwriting announcements:
"This program was made possible by a grant from ----------------."
"Local presentation of ------------------------- was made possible by ---------------."
"This program has been brought to you by --------------, serving Oceanside for 25 years."
"We'd like to thank -----------------for their contribution to make this program possible."

**Other**

1. The credit for any one underwriter may not exceed 30 seconds. The credits sequence for all underwriters of a program may not exceed 60 seconds.
2. An underwriting credits sequence may appear during the opening and closing credits of any program. For programs that are longer than one hour and fifteen minutes, an underwriting credits sequence may appear no more than once every 28 minutes.

Q:\Channel 4\Documents\Appendix A - Channel 4 policies and procedures.docx

MEMORANDUM CITY OF DE PERE

Date: May 8, 2013

To: Finance/Personnel Committee

From: Peter Smith, Information Technology Administrator

Subj: Government Access Station Policy & Procedure.

The City currently operates a small government access station that is introducing new initiatives. To maintain a standard method of operations the City has established a set of policies and procedures that are consistent with typical public access stations nationwide and also fits within the legal framework of how the City government operates in general.

I recommend adopting this policy document for the City's government access station.

RESOLUTION #13-59

AUTHORIZING BROWN COUNTY/MUNICIPAL AGREEMENT
(CTH PP from Viking Lane to STH 57)

WHEREAS, CTH PP from Viking Lane to STH 57 is in need of repair in the City of De Pere; and

WHEREAS, Brown County has the ability to do so upon the terms and conditions of the Brown County Municipal Agreement, attached and incorporated as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute such Agreement as is attached as Exhibit A, subject to such technical changes as deemed necessary by the City Engineer and City Attorney.

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 21st day of May, 2013.

APPROVED:

______________________________

Michael J. Walsh, Mayor

ATTEST:

______________________________

Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

Brown County

# MUNICIPAL AGREEMENT

| | | | |
|---|---|---|---|
| **Project ID #:** | PP-15 | **Municipality:** | City of De Pere |
| **Highway:** | CTH PP | **Construction Year:** | 2013 |
| **Limits:** | Viking Lane – STH 57 | **Length:** | 1.25 miles |
| **Federal/State Funds:** | ☒ No | **Funding Ratio:** | 50% Brown County<br>29.7% City of De Pere<br>20.3% Town of Ledgeview |

☐ Yes – Attached State Municipal Agreement between WisDOT and Brown County is a part of this agreement.

## GENERAL

The signatory, City of De Pere (Municipality), through its undersigned duly authorized officers or officials, hereby requests the Brown County Public Works Department (County) to initiate and effect the proposed improvement (Project) hereinafter described.

The authority for the Municipality to enter into agreements with the County is extended by Section 83.035 of Wisconsin State Statutes.

The Municipality agrees to fund 50% of the eligible project costs and 100% of the ineligible project costs per Attachment #1, and hereinafter described, for their portion of the overall Project costs.

## PROJECT SUMMARY

1. Reason for Project (existing facility)

   *The road has deteriorated to the point where resurfacing or reconstruction is required. The existing facility consists of one-lane rural ramps from STH 57 to O'keefe Road and a two-lane rural roadway with concrete and asphalt pavement. There is currently a four way stop intersection at the CTH X intersection.*

2. Proposed Improvement (nature and scope of work)

   *The proposed improvement includes the reconstruction of CTH PP to a 3-lane urban concrete roadway. One roundabout will be constructed at CTH X. See Attachment #2 for typical roadway sections.*

   *The Municipal proposed cross section, utilizing through travel lanes of 11' in width, meets minimal standards per the Wisconsin DOT design manuals.*

   *County forces will perform the earthwork and gravel placement for the Project with the concrete work to be bid out to a private contractor. The County will administer the project.*

3. Eligible and Non-Eligible Project Costs

*See Attachment #1 and hereinafter for Project specific eligible and non-eligible project costs.*

*The following items are agreed to as eligible project costs for this Project only. These items are exceptions to the standard eligible and non-eligible project costs per Attachment #1.*

- *On-street bike lanes on both sides of CTH PP.*

4. Estimated Project Cost and Cost Sharing.

| ITEM | ESTIMATED COST | COUNTY FUNDS | CITY FUNDS | TOWN FUNDS |
|---|---|---|---|---|
| **ENGINEERING & DESIGN:** | | | | |
| Plan Design | *$250,000* | *$125,000* | *$74,250* | *$50,750* |
| State Review | *$0* | *$0* | *$0* | *$0* |
| **Engineering Subtotal** | ***$250,000*** | ***$125,000*** | ***$74,250*** | ***$50,750*** |
| **RIGHT-OF-WAY ACQUISITION:** | | | | |
| Plat Preparation & Appraisals | *$20,000* | *$10,000* | *$5,940* | *$4,060* |
| Acquisition | *$80,000* | *$40,000* | *$23,760* | *$16,240* |
| **Right-of-way Subtotal** | ***$100,000*** | ***$50,000*** | ***$29,700*** | ***$20,300*** |
| **BRIDGE CONSTRUCTION:** | | | | |
| Eligible (Participating) | *$0* | *$0* | *$0* | *$0* |
| Non-Eligible (Non-Participating) | *$0* | *$0* | *$0* | *$0* |
| State Review | *$0* | *$0* | *$0* | *$0* |
| **Bridge Construction Subtotal** | ***$0*** | ***$0*** | ***$0*** | ***$0*** |
| **ROAD CONSTRUCTION:** | | | | |
| Eligible (Participating) | *$3,055,000* | *$1,527,500* | *$905,850* | *$621,650* |
| Non-Eligible (Non-Participating) | *$0* | *$0* | *$0* | *$0* |
| State Review | *$0* | *$0* | *$0* | *$0* |
| CHIP Funding | *($0)* | *($0)* | *($0)* | *($0)* |
| **Road Construction Subtotal** | ***$3,055,000*** | ***$1,527,500*** | ***$905,850*** | ***$621,650*** |
| **TOTAL PROJECT COST** | ***$3,405,000*** | ***$1,702,500*** | ***$1,009,800*** | ***$692,700*** |

5. Cost Share and Billing.

As work progresses, the Municipality will be billed for their local share of eligible project cost and 100% of the non-eligible cost. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. Project Termination.

If the Municipality should withdraw from the project, for any reason, it will reimburse the County for any costs incurred by the County on behalf of the project.

7. Maintenance Responsibility & Jurisdiction.

☐ New County highway segment to be maintained by the County.

☒ Existing County highway segment to be maintained by the County.

☐ Existing Municipal street to be jurisdictionally transferred to the County:

Transfer Date: ____________________ Miles: ________

Highway Name: ____________________ ______________ From ______________ To

☐ Existing County highway to be jurisdictionally transferred to the Municipality:

Transfer Date: ____________________ Miles: ________

Highway Name: ____________________ ______________ From ______________ To

☐ Jurisdictional transfer of other County highways within the Municipality, from the County to the Municipality as listed below:

Street: ____________________ Miles: ____________________

Location: ____________________ Transfer Date: ____________________

☒ Other maintenance revision and/or agreement. (Explain below.)

*On all county highways within the Municipality, the County is responsible for all curb-to-curb street maintenance including pavement repair, sweeping, snow & ice removal, center median mowing, traffic signals, and signing. The Municipality is responsible for all sidewalks, street lighting, sanitary sewer, water and utility repair & maintenance.*

This request is made by the undersigned proper authority to make such request for the designated Municipality, and upon acceptance by the County, shall constitute agreement between the Municipality and the County.

**FOR THE MUNICIPALITY:**

______________________________ ______________

Name & Title Date

**FOR THE COUNTY:**

______________________________ ______________

Paul Van Noie, Director Date

Brown County Public Works Department

## ATTACHEMENT 1:

## BROWN COUNTY PUBLIC WORKS DEPARTMENT COST SHARE POLICY

| PROJECT TYPE | BROWN COUNTY | MUNICIPALITY |
|---|---|---|
| **Asphalt Reconditioning:** | | |
| A. Reclaim of existing pavement & base course | 100% | 0% |
| B. Paving of up to 4.5" asphaltic pavement | 100% | 0% |
| C. Curb & gutter replacement | 50% | 50% |
| **Roadway Reconstruction:** | | |
| A. Urban Reconstruction: New concrete curb & gutter, storm sewer, asphalt or concrete pavement (see eligible project costs). | 50% | 50% |
| B. Rural Reconstruction: Reconstruction of existing 2-lane roadway, no additional travel lanes. | 100% | 0% |
| C. Rural Reconstruction: Reconstruction and widening of existing 2-lane roadway, travel lane addition, including 3-lane with center-shared, left-turn, or 4-lane divided or undivided roadway (see eligible project costs). | 50% | 50% |
| **New Roadway Construction:** | 50% | 50% |
| **Bridge Construction/Reconstruction:** | | |
| A. Part of Roadway Reconstruction A & C above. | 50% | 50% |
| B. Town Bridge Replacement. Note: Funding utilizes the County Bridge fund which is a 50/50 matching fund with the Municipality. | 50% | 50% |
| C. County Bridge Replacement. | 100% | 0% |

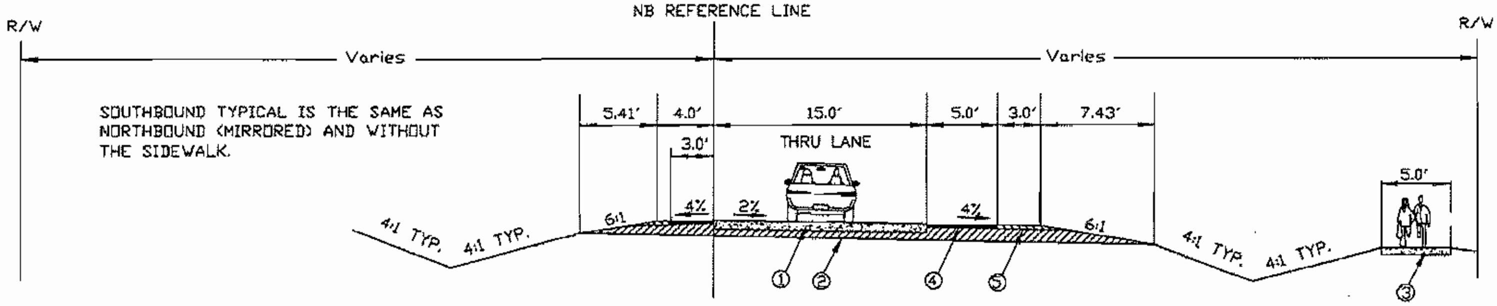
| **Eligible Project Costs:** |
|---|
| County eligible construction project funding will be limited to participation in the costs of the following items as specified in the estimate summary: |
| A. Design engineering and all necessary environmental and wetland assessment investigations as required by the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers. |
| B. Right-of-way acquisition cost, including the cost of the right-of-way plat development, property appraisals, acquisition negotiations, legal costs and relocation expenses and fees for limited construction easements. |
| C. Wetland replacement mitigation. |
| D. Storm water devices (ponds, swales, etc.) required for the project. |
| E. Construction engineering related to inspection, supervision, and administration of the actual construction work. |
| F. Street grading, base, pavement, curb & gutter, drainage structures, bridges, intersection channelization & turning lanes, and driveway aprons. |

| | |
|---|---|
| G. | Installation of main line storm sewer trunk lines & laterals, 12-inch diameter or greater. Storm sewer inlets, manholes, and catch basins necessary to accommodate street surface water drainage. |
| H. | Concrete sidewalk replacement, new sidewalk construction, or multi-use bicycle/pedestrian asphaltic path where an off-street bicycle/pedestrian facility is the only bicycle accommodation for the project. The County will participate in the costs for one (1) side of the roadway for sidewalk or bicycle/pedestrian path up to 5' for a concrete sidewalk or up to 10' for an asphalt bicycle/pedestrian path. |
| I. | Signing and pavement marking, including detour routes, installation of traffic signal conduit and traffic signals meeting signal warrants. |
| J. | Erosion control devices required per Wisconsin DNR standards. |
| K. | Retaining walls required for the Project. |
| L. | Roundabout intersections that meet traffic signal warrants including street lighting, standard WisDOT colored concrete, and signs. |
| M. | Landscaping including salvaged topsoil, seeding, fertilizing, and mulch. |

| **Non-eligible Project Costs:** | |
|---|---|
| Work necessary to complete the Project to be financed entirely by the Municipality or other utility or facility owner includes the following items: | |
| A. | New installation of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, fire or police alarm facilities, parking meters, street lighting and similar utilities. |
| B. | Traffic signals or roundabouts not meeting signal warrants, as specified by the Manual of Uniform Traffic Control Devices (MUTCD). |
| C. | Concrete sidewalks or bicycle/pedestrian off-street trails not constructed as part of reconstruction or new construction projects. |
| D. | On-street bike lanes. |
| E. | Any allowed parking stalls. |
| F. | Storm water devices (ponds, swales, etc.) not required for the project (regional storm water pond for example). The Municipality will own and maintain regional storm water devices, including if the device is partially used for the Project. |
| G. | Trees, shrubs, and other landscaping along the roadway or at roundabouts after location approval by Brown County. |
| H. | Decorative features (lighting, signs, railing, etc.) above standard baseline costs. |

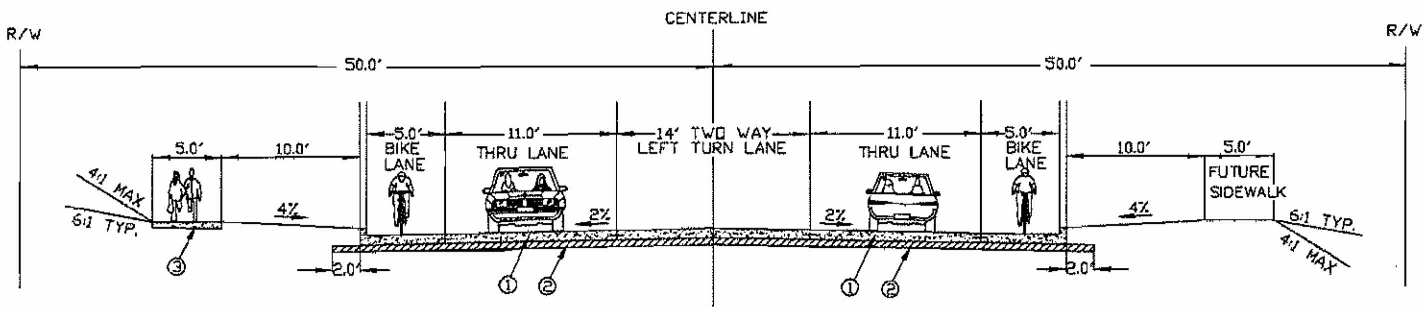
# ATTACHMENT #2

## CTH PP
## O'Keefe Road to STH 57




① 9" NON-REINFORCED CONCRETE PAV'T (DOWELED AND TINED)
② 6" CRUSHED AGGREGATE BASE COURSE 1-1/4"
③ 4" CONCRETE SIDEWALK
④ 3" HMA PAVEMENT TYPE E-1
⑤ 3" CRUSHED AGGREGATE BASE COURSE 3/4"

## CTH PP
## Viking Lane to O'Keefe Road




① 9" NON-REINFORCED CONCRETE PAV'T (DOWELED AND TINED)
② 6" CRUSHED AGGREGATE BASE COURSE 1-1/4"
③ 4" CONCRETE SIDEWALK

| COUNTY PROJECT NUMBER: | CTH "PP" | COUNTY: BROWN | TYPICAL SECTION | NOT TO SCALE | January 31, 2013 |
|---|---|---|---|---|---|

# City of De Pere
# Public Works Department **Memo**

| | |
|---|---|
| **To:** | Honorable Mayor Walsh<br>Members of the Board of Public Works |
| **From:** | Eric Rakers, P.E., City Engineer EPR |
| **Date:** | May 9, 2013 |
| **Subject:** | Consider Municipal Agreement with Brown County for the Reconstruction of CTH PP* |

De Pere, Ledgeview and Brown County have been working toward the reconstruction CTH PP from Viking Lane to STH 57. The concrete pavement is aged and deteriorated. The proposed project involves reconstructing CTH PP from Viking Lane to O'Keefe Road from a rural section to an urban section with concrete pavement. The project includes one lane in each direction, bike lanes and a two way left turn lane. From O'Keefe Road to STH 57, the existing ramps will be reconstructed similar to the existing condition. Sidewalk will be constructed on the west side of CTH PP from Viking Lane to Heritage Road (CTH X) and on the east side of CTH PP from Heritage Road to STH 57. A roundabout will be constructed at CTH PP and Heritage Road (CTH X).

The agreement as presented in the packet has sidewalk on the west side from Heritage Road (CTH X) to O'Keefe Road. The Town, County, and City have agreed to move this to the east side. The change will reduce the City cost slightly.

The cost is split as follows based on frontage, with the County paying 50% for the project:

| Municipality | Percentage | Estimated Cost |
|---|---|---|
| Brown County | 50% | $1,702,500 |
| De Pere | 29.7% | $1,009,800 |
| Ledgeview | 20.3% | $692,700 |
| Total | 100% | $3,405,000 |

The City included $911,900 in the capital improvements program for 2013.

Staff has been working with the County for several months to get the bike lanes included in the cost share for the project. To have the bike lanes included in the cost share of the project, De Pere and Ledgeview requested 11 foot lanes widths. Lane widths for this type of facility are recommended at 11 foot and 12 foot by the Wisconsin Department of Transportation (See attached). Originally, the County was opposed to this, but has accepted the recommendation. The Agreement includes the following statement on Page 1, Item 2, the second paragraph:

*"The Municipal proposed cross section, utilizing through travel lanes of 11' in width, meets minimal standards per the Wisconsin DOT design manuals."*

Staff recommends approval of the County/Municipal Agreement between Brown County and the City for the reconstruction of CTH PP with the following revisions:

- The word "*minimal*" is struck from sentence identified on the previous page in the Agreement.
- The sidewalk is relocated on the east side of CTH PP from Heritage Road (CTH X) to O'Keefe Road.

## Eric Rakers

**From:** Fontecchio_PA <Fontecchio_PA@co.brown.wi.us>
**Sent:** Tuesday, May 07, 2013 8:36 AM
**To:** Scott Brosteau; Ledgeview
**Cc:** Eric Rakers; VanNoie_PH
**Subject:** RE: CTH PP Sidewalk

#2

I will make the revisions to the agreements with the sidewalk costs.

We still need to address stormwater – is there a regional pond that can be utilized from either municipality? If not, I'll have to estimate some right-of-way costs and pond construction costs as part of the municipal agreement as well. Please let me know and then I will send out the revised agreements.

Thanks,

*Paul Fontecchio, P.E.*
Engineering Manager
Brown County Public Works Department
(920) 662-2170
fontecchio_pa@co.brown.wi.us

**From:** Scott Brosteau [mailto:scott.brosteau@meadhunt.com]
**Sent:** Tuesday, May 07, 2013 8:02 AM
**To:** Fontecchio_PA; sburdette@ledgeviewwisconsin.com
**Cc:** erakers@mail.de-pere.org; VanNoie_PH
**Subject:** RE: CTH PP Sidewalk

#1

Paul
After discussion with the Ledgeview Board and De Pere we would request that you modify the PP agreement to extend sidewalk along the east side of PP from the intersection with STH 32/57 to CTH X (thus a portion of sidewalk in Ledgeview from O'Keefe to X) and then on the west side from CTH X to the south termini of the project. The east side terrace area of the roadway from CTH X to the south termini should be graded for future sidewalk as you show in your typical presently.

If you can please provide each community with a revised agreement by Monday of next week we can present to our respective committees and boards for discussion and approval.

Any questions please contact me. Thanks.

**From:** Fontecchio_PA [mailto:Fontecchio_PA@co.brown.wi.us]
**Sent:** Friday, May 03, 2013 9:51 AM
**To:** Scott Brosteau; sburdette@ledgeviewwisconsin.com
**Cc:** erakers@mail.de-pere.org; VanNoie_PH
**Subject:** CTH PP Sidewalk

Scott –

I'm sending this email per our conversation earlier this week to clarify the cost sharing for sidewalk on the CTH PP project.

Per the cost share policy, Brown County will participate in 50% of the cost one side of sidewalk. If Ledgeview decides they want sidewalk along the east side of CTH PP, then the split will be 25% Brown County for each side of the road and 75% for each municipality on their respective side.

I will need to revise the municipal agreements slightly for the change in sidewalk costs for both DePere and Ledgeview.

Please let me know if Ledgeview wants the sidewalk included on the east side of CTH PP.

Thanks,

***Paul Fontecchio, P.E.***
Engineering Manager
Brown County Public Works Department
(920) 662-2170
fontecchio_pa@co.brown.wi.us

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## Urban Streets Roadway Criteria for Posted Speed Limits of 40 mph or Less

| Functional Class | Design Year ADT Thresholds at Levels of Service C, D & E [1] | | | | Design Basis | Roadway Criteria | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Travel Lanes | | | Roadway (Face of Curb to Face of Curb) Width (feet)[4] | | | | |
| | | | | | | | | | No Parking[6,7] | | Parking[6,7] | | |
| | Scenario | C[2] LOS 4.0 ADT (DHV) | D LOS 5.0 ADT (DHV) | Middle E LOS 5.5 ADT (DHV) | Urban Design Class [Design Speed] (mph)[3] | No. | Lane Width (feet)[5] | Median Widths (feet) | Range of Normal Widths[8] | Range of Widths that are sufficient for bike lane | Range of Normal Widths[8] | Range of Widths that are sufficient for bike lane |
| Locals | N/A | Low Volume Residential (0-250 ADT) | | | 1a [20-25] | 1 | **12** | No | N/A | N/A | **28** | N/A |
| Locals | N/A | Volume not a consideration | | | 1b [25-30(20)] | 2 | **10-12** (9) | No | **28-32** (22) | **32-36** (30) | **36-40** (30) | **46-56** (44) |
| Arterials and Collectors | N/A | ≤ 4,500 ADT (660 DHV) | | | 2a [30-45] | 2 | **11-12** (10) | No | **32-36** (24) | **34-36** (32) | **46-48** (34) | **48-56** (46) |
| Arterials and Collectors | Worst<br>Best | 6,500' (1086)<br>20,000 (2260) | 7,500 (1170)<br>22,500 (2475) | 8,000 (1216)<br>25,000 (2700) | 2b [30-45] | 2 | **11-12** (10) | No | **32-36** (24) | **34-36** (32) | **46-48** (34) | **48-56** (46) |
| Arterials and Collectors | Worst<br>Best | 16,000-(1888)<br>41,000 (4100) | 17,500 (2048)<br>47,000 (4610) | 18,000 (2088)<br>50,500 (4900) | 3 [30-45] | 4 | **11-12** (10) | No | **54-60** (44) | **56-60** (52) | **68-72** (54) | **70-80** (66) |
| Arterials and Collectors | Worst<br>Best | 22,000 (2440)<br>41,500 (4110) | 22,750 (2500)<br>47,000 (4610) | 23,000 (2530)<br>51,000 (4950) | 4 [30-45] | 4 | **11-12** (10) | **14-30** (6) | **2 @ 29-32** (2 @ 24) | **2 @ 30-32** (2 @ 28) | **2 @ 36-38** (2 @ 29) | **2 @ 37-42** (2 @ 35) |
| Arterials | Worst<br>Best | 35,500 (3660)<br>68,000 (6390) | 37,500 (3790)<br>76,000 (7070) | 38,500 (3850)<br>81,500 (7580) | 5 [30-45] | 6 | **11-12** (10) | **14-30** (6) | **2 @ 40-44** (2 @34) | **2 @ 41-44** (2 @ 38) | **2 @ 47-50** (2 @ 39) | **2 @ 48-54** (2 @ 45) |

**Desirable values are shown in bold and minimum values are shown in parentheses.**

1 ADT thresholds represent typical "Worst" Case and "Best" Case scenarios for Levels of Service (LOS) C, D and middle E. These volumes are based on the 2000 Highway Capacity Manual using the assumptions shown in Attachment 1.4. See Section 5, "Travel Lanes" section for guidance on use of "worst" and "best" case thresholds. See FDM 11-5-3 for further guidance on acceptable LOS for corridors 2020 Routes, Non-corridors 2020 rural roadways, roadways in small urban areas (Pop.< 50,000), and roadways in Urbanized areas (Pop. > 50,000).

2 LOS C is not obtainable if the traffic signal density is greater than 5 signals per-mile.

3 Desirable Design Speed is 5 mph greater than the posted speed. A minimum design speed equal to the posted speed limit is acceptable.

4 Based on 2-ft gutter widths. Gutter widths of 1-ft may be used when appropriate. If a 1-ft gutter is used then face-to-face widths might differ from values shown in the table.

5 Gutter width is not included.
Lane widths for Federally Designated Truck routes are 12-ft desirable and 11-ft minimum, but there shall be at least one 12-ft lane in each direction. A wide curb lane, as discussed in Section 5, "Travel Lanes", meets the 12-ft truck lane requirement.
Lane widths for NHS Routes and Arterials and Collectors that are not Federally Designated truck routes are 12-ft desirable and 11-ft minimum if truck and bus volumes are greater than or equal to 5%.

6 Two lane Connecting Highways and STHs have a desirable curb to curb width of 36 feet if no provision for parking is to be made. Designs that use parking lanes are discouraged.

7 Provide bicycle accommodations on all arterial and collector streets according to FDM 11-45-1. See FDM 11-46-15 and the Wisconsin Bicycle Facility Design Handbook for further guidance on bicycle accommodations.

8 The desirable range of values include an additional roadway width between the outside edge of the outside travel lane and the face of curb to provide a wide curb lane as discussed in Section 5, "Travel Lanes", or to provide for the various urban needs as listed in Section 6, "Auxiliary And Parking Lanes".

RESOLUTION #13-60

AUTHORIZING SECOND AMENDMENT TO STATE/MUNICIPAL AGREEMENT FOR US HIGHWAY 41 IMPROVEMENT PROJECT

WHEREAS, the State of Wisconsin Department of Transportation (DOT) is reconstructing US Highway 41 in Brown County, which commenced in 2011; and

WHEREAS, the Common Council authorized the Amended State/Municipal Agreement for US Highway 41 Improvement Project via Resolution 11-119 on December 20, 2011; and

WHEREAS, the Wisconsin Department of Transportation has requested further revisions to the previously amended Agreement; and

WHEREAS, the revised State/Municipal Agreement for the US Highway 41 Improvement Project, attached and incorporated as Exhibit A, has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the Revision #2 of the State Municipal Agreement attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2013.

APPROVED:

____________________________

Michael J. Walsh, Mayor

ATTEST:

____________________________

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

City of De Pere

State Municipal Agreement

Revision #2

Revision #1 (02-20-12)
Original (03-08-11)



Exhibit A

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**Appendix #4 – Revision #2**

## STATE / MUNICIPAL AGREEMENT

**FOR A**
**HIGHWAY IMPROVEMENT PROJECT**

**DATE:** 17 April 2013
**HIGHWAY:** US 41 & STH 29
**COUNTY:** Brown

| PROJECT ID: | TITLE: | LENGTH: | LIMITS: |
|---|---|---|---|
| **1133-06-80** | **Main Ave (CTH G) Intchg** | **Approximately 0.44 Miles** | **Approximately 825 Ft east and 1485 Ft west of the US 41 structures. The section line falls on the center line of Main Ave.** |
| **1133-06-86** | **Main Ave Park & Ride** | **N/A** | **SE Quadrant of US 41 & CTH G Intchg** |
| **1133-06-84** | **Main Ave Intch Stormwater Pond** | **N/A** | **Inside the CTH G/US 41 southbound entrance loop ramp, north of CTHG and between US 41 southbound exit ramp north of the southbound entrance loop ramp.** |

### NEEDS AND ESTIMATE SUMMARY:

**Existing Facility (describe and give reason for request):** At County G (Main Avenue), the existing partial cloverleaf interchange configuration will be maintained. The facility is deteriorating. The southbound ramp terminal is a signalized intersection and the northbound ramp terminal is an uncontrolled intersection.

The existing State Park and Ride facility has approximately 100 stalls and is heavily used. The pavement is in poor shape and rapidly deteriorating.

No existing Main Avenue Stormwater Pond. The existing location consists of sloped ramp infields with ditching around the perimeter.

**Proposed Improvement (nature of work):** Northbound and southbound entrance and exit ramps will be reconstructed. On ramps and tapers will be modified to meet Intelligent Transportation Systems (ITS) design guidelines for storage and acceleration lengths. The existing northbound and southbound US 41 structures, as well as the southbound onramp structure will be reconstructed. The US 41 profile at County G (Main Avenue) will modified to provide the desirable vertical clearance per design standards. The typical cross section will be urban, 2 - 12 foot lanes, 3 foot wide outside shoulder and a 5 to 35 foot boulevard. Bicycle and pedestrian accommodations will be provided following the guidelines established by the corridor task. Intelligent Transportation System guidelines for the northbound and southbound US 41 on-ramps have been followed. Other interchange improvements include the following work:

- Construct roundabouts at both ramp intersections.

Park and Ride

- Reconfigure lot to maximize stalls and provide mass transit accommodations
- Extension of lot limits to add additional parking stalls.
- Pavement repair and overlay of existing pavement
- Addition of other amenities including bike and pedestrian and mass transit accommodations.

Main Avenue Interchange Stormwater Pond is a contract to construct two wet detention ponds for the treatment of storm water

**Describe non-participating work included in the project contract:** The Municipality is responsible for costs and labor associated with the adjustment of sanitary manholes and water valves. If any of this work is completed by the State, the Municipality will be responsible for 10% of the costs of these items.

**Describe other work necessary to finish the project completely, which will be undertaken independently by the Municipality:** No work has been identified at this time.

Cost sharing shown below is per State Statute 84.295.

| PHASE | ESTIMATED COST | | | | |
|---|---|---|---|---|---|
| **Construction – (Participating)** | **Total Estimated Cost** | **Federal/State Funds** | **%** | **Municipal Funds** | **%** |
| Project ID 1133-06-80 | | | | | |
| Category 1700 -Water Adjustments | $14,475 | $13,027 | 90 | $1,448 | 10 |

Cost sharing shown below is per the Corridor Wide Cost Share Policy.

| PHASE | ESTIMATED COST | | | | |
|---|---|---|---|---|---|
| **Construction – (Participating)** | **Total Estimated Cost** | **Federal/State Funds** | **%** | **Municipal Funds** | **%** |
| Project ID 1133-06-80 | | | | | |
| Category 1010 New Sidewalk | $116,545 | $116,545 | 100 | $0 | 0 |
| Category 1110 Lighting | $90,588 | $90,588 | 100 | $0 | 0 |
| Category 1400 Community Sensitive Design- Landscaping | | | | | |
| Priority 1 capped at $250,000 | $104,355 | $104,355 | 100 | $0 | 0 |
| Priority 2 City of De Pere | $0 | $0 | 0 | $0 | 0 |
| Total | $104,355 | | | | |
| Category 1410 Community Sensitive Design- Landscaping | | | | | |
| Priority 1 capped at $250,000 | $157,313 | $157,313 | 100 | $0 | 0 |
| Priority 2 City of De Pere | $0 | $0 | 0 | $0 | 0 |
| Total | $157,313 | | | | |
| Category 1510 Roundabout Irrigation | | | | | |
| Priority 1 capped at $5,000 | $5,000 | $5,000 | 100 | $0 | 0 |
| Priority 2 City of De Pere | $8,867 | $0 | 0 | $8,867 | 0 |
| Total | $13,867 | | | | |
| Category 1520 Roundabout Irrigation | | | | | |
| Priority 1 capped at $5,000 | $5,000 | $5,000 | 100 | $0 | 0 |
| Priority 2 City of De Pere | $8,778 | $0 | 0 | $8,778 | 0 |
| Total | $13,778 | | | | |
| Category 6120 S-05-220 | $57,057 | $57,057 | 100 | $0 | 0 |
| Category 6130 S-05-221 | $56,850 | $56,850 | 100 | $0 | 0 |
| Category 6140 S-05-222 | $57,029 | $57,029 | 100 | $0 | 0 |

| | | | | | |
|---|---|---|---|---|---|
| Category 6150 S-05-223 | $57,727 | $57,727 | 100 | $0 | 0 |
| Category 6160 S-05-224 | $59,006 | $59,006 | 100 | $0 | 0 |
| Category 6170 S-05-225 | $56,750 | $56,750 | 100 | $0 | 0 |
| Category 6180 S-05-282 | $36,018 | $36,018 | 100 | $0 | 0 |

Cost sharing shown below is per Standard State Cost Share Policy.

| **PHASE** | **ESTIMATED COST** | | | | |
|---|---|---|---|---|---|
| **Construction – (Participating)** | **Total Estimated Cost** | **Federal/State Funds** | **%** | **Municipal Funds** | **%** |
| Project ID 1133-06-80 | | | | | |
| Category 1000 - Roadway Items | $5,973,393 | $5,973,393 | 100 | $0 | 0 |
| Category 1200 ITS | $72,245 | $72,245 | 100 | $0 | 0 |
| Category 1300 Traffic Signals | $45,122 | $45,122 | 100 | $0 | 0 |
| TOTAL COST DISTRIBUTION (without Delivery) | $6,982,116 | $6,963,023 | | $19,093 | |
| Construction Delivery (10% of Total) | $698,211 | $696,302 | | $1,909 | |
| TOTAL COST DISTRIBUTION (includes Delivery) | $7,680,327 | $7,659,325 | | $21,002 | |

All costs contained in this agreement are estimated costs. Actual construction costs will be based upon as-let bid prices and the final contract quantities required to complete the work.

Construction (Participating)

Cost for City of De Pere municipal water and sanitary adjustments:
5 Sanitary Manhole Cover Adjustments @ $450 each = $2,250
10 Frame/Chimney Seals @ $600 each = $6,000
3 Water Valve Box Adjustments @ $300 each = $900
1 Water Service Curb Stop Adjustment @ $325 each = $325
5 Reconstruct Sanitary Manholes @ $1,000 each = $5,000
Total cost = $14,475 * 0.10 (City of De Pere cost share) = $1,448

**Project Specific Terms and Conditions**

1. Once the maintenance responsibility of the project has been transferred to the Municipality, anticipated in December of 2012, the State is released from any and all costs associated with the future maintenance and/or removals of improvements included in the project. The State will provide the Municipality written notification at substantially complete milestones to define the date at which maintenance will be transferred to the Municipality.

2. Brown County will be responsible for snow removal and maintenance of the park & ride facility.

3. The Municipality will at its own cost and expense:

   a. Maintain the sidewalk, plantings, and landscaping at the park and ride facility.

b. Maintain median and roundabout landscaping.

c. Maintain the Main Avenue Stormwater Pond. Maintenance includes but is not limited to, landscaping and any Municipal requested improvements. The State will assume dredging responsibility for dredging the stormwater ponds within State jurisdiction as part of the pond maintenance process.

**Traffic Management Planning**

Traffic mitigation strategies are identified as part of the US 41 Project traffic management planning (TMP) process to minimize impacts to traffic during construction.

The following are temporary mitigation strategies and will be removed after construction is completed or when the State project engineer deems necessary.

- To 41 trail blazing signing to direct traffic to use alternative route for 41 access.

The following mitigation strategies will only be implemented if needed. If they are deemed necessary by the State project engineer they will be installed on a temporary basis and will be removed at the end of the project or when the State project engineer determines they are no longer required.

- None at this time.

The following are traffic mitigation strategies that will be installed during construction and will remain as a permanent improvement.

- None at this time.

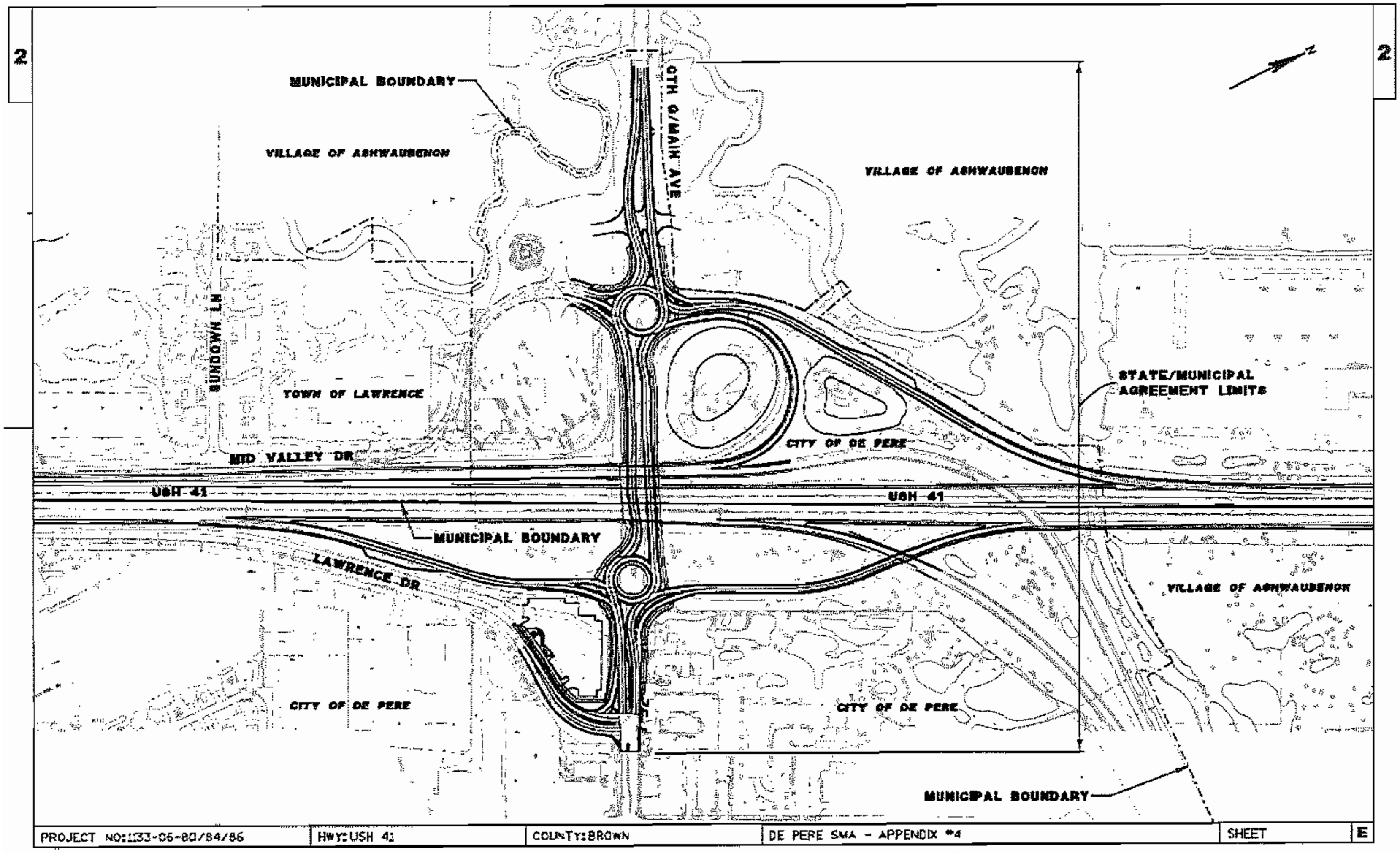


**Figure 6: Overview 1133-06-80, 1133-06-84, 1133-06-86**

This appendix is subject to the terms and conditions of the original agreement for cost sharing dated 4/17/2013. Any additions or deviation from the original terms, conditions, or cost share policy agreement contained within this appendix supersede the original agreement, and are specific to project ID 1133-06-80, 1133-06-86 and 1133-06-84 only. This agreement is made by the undersigned, under proper authority, to make such a request for the designated Municipality, and upon acceptance by the State shall constitute an agreement between the Municipality and the State.

Signed for and in behalf of ______ City of De Pere ______
Municipality

| | | |
|---|---|---|
| ______ | ______ | ______ |
| Name | Title | Date |

Signed for and in behalf of ______ Wisconsin Department of Transportation ______
State

| | | |
|---|---|---|
| ______ | ______ | ______ |
| Name | Title | Date |

| City of De Pere Estimated Cost Per Year | | | | Previous (Revision #1) | | | | Current (Revision #2) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **State Fiscal Year** | **App** | **Project ID** | **Project Title** | **Federal/ State** | **Other Municipality** | **City of De Pere Cost** | **Total Cost** | **Federal/ State** | **Other Municipality** | **City of De Pere Cost** | **Total Cost** |
| 2009 | 1 | 1133-06-73 | Stormwater Detention Pond | | | | | | | | |
| | | | **2009 Totals** | | | $0 | $0 | | | $0 | $0 |
| 2010 | 2 | 1133-06-72 | Scheuring Rd (CTH F) Intchg | $16,386,226 | $0 | $23,188 | $16,409,414 | $16,386,226 | $0 | $23,188 | $16,409,414 |
| | | | **2011 Totals** | | | $23,188 | $16,409,414 | | | $23,188 | $16,409,414 |
| 2011 | 2 | 1133-06-78 | Scheuring Rd Lighting | $165,000 | $0 | $0 | $165,000 | $165,000 | $0 | $0 | $165,000 |
| 2011 | 3 | 1133-06-81 | CTH G/Mid Valley Dr Re-alignment | $1,379,700 | $0 | $300 | $1,380,000 | $1,379,700 | $0 | $300 | $1,380,000 |
| | | | **2012 Totals** | | | $300 | $1,545,000 | | | $300 | $1,545,000 |
| 2012 | 4 | 1133-06-80 | Main Ave (CTH G) Intchg | $6,316,970 | $0 | $8,030 | $6,325,000 | $7,659,325 | $0 | $21,002 | $7,680,327 |
| 2012 | 4 | 1133-06-86 | Main Ave Park & Ride | $350,130 | $0 | $0 | $350,130 | $350,130 | $0 | $0 | $350,130 |
| 2012 | 5 | 1133-06-83 | Main Ave Intchg Lighting | $98,000 | $0 | $0 | $98,000 | $98,000 | $0 | $0 | $98,000 |
| | | | **2013 Totals** | | | $8,030 | $6,773,130 | | | $21,002 | $8,128,457 |
| | | | **Overall City of De Pere Cost Share Totals** | | | $31,518 | $24,727,544 | | | $44,490 | $26,082,871 |

*Costs shown reflect City of De Pere cost share which may not match individual appendix table totals due to multiple municipalities having cost share for the same project.

# City of De Pere SMA

Revision #2

Dated 04/17/2013

Change Log

1) **Table of Contents**
2) **Appendix #4**
    a) Statue Statute 84.295 Table
    b) 1133-06-80
        (1) Category 1700
            (a) Revised from $13,000 to $14,475
        ii) Corridor Wide Cost Share Table
            (1) Category 1010
                (a) Revised from $109,000 to $116,545
            (2) Category 1100
                (a) Revised from $87,000 to $90,588
            (3) Category 1400
                (a) Revised from $78,500 to $104,355
                    (i) Revised Cap from $150,000 to $250,000
            (4) Category 1410
                (a) Revised from $118,000 to $157,313
                    (i) Revised Cap from $150,000 to $250,000
            (5) Category 1510
                (a) Priority 2
                    (i) Revised from $3,000 to $8,867
                (b) Category Total
                    (i) Revised from $8,000 to $13,867
            (6) Category 1520
                (a) Priority 2
                    (i) Revised from $3,000 to $8,778
                (b) Category Total
                    (i) Revised from $8,000 to $13,778
            (7) Category 6120
                (a) Revised from $54,500 to $57,057
            (8) Category 6130
                (a) Revised from $54,000 to $56,850
            (9) Category 6140
                (a) Revised from $54,500 to $57,029
            (10) Category 6150
                (a) Revised from $54,000 to $57,727
            (11) Category 6160
                (a) Revised from $54,500 to $59,006
            (12) Category 6170
                (a) Revised from $54,000 to $56,750
            (13) Category 6180
                (a) Revised from $39,600 to $36,018
    c) 1133-06-86
        i) Removed Table
    d) Standard State Cost Share Policy
    e) 1133-06-80
        i) Category 1000

(1) Revised from $4,862,700 to $5,973,393
ii) Category 1200
(1) Revised from $73,700 to $72,245
iii) Category 1300
(1) Revised from $27,000 to $45,122
iv) Total Cost Distribution w/o Delivery
(1) Total Estimate
(a) Revised from $5,750,000 to $6,982,116
(2) Federal/ State Funds
(a) Revised from $5,742,700 to $6,963,023
(3) Municipal Funds
(a) Revised from $7,300 to $19,093
v) Construction Delivery
(1) Total Estimate
(a) Revised from $575,000 to $698,211
(2) Federal/ State Funds
(a) Revised from $574,270 to $696,302
(3) Municipal Funds
(a) Revised from $730 to $1,909
vi) Total Cost Distribution
(1) Total Estimate
(a) Revised from $6,325,000 to $7,680,327
(2) Federal/ State Funds
(a) Revised from $6,316,970 to $7,659,325
(3) Municipal Funds
(a) Revised from $8,030 to $21,002

f) 1133-06-86
i) Removed Table

g) Construction Participating
i) Revised the following text;

*Cost for City of De Pere municipal water and sanitary adjustments:*

*5 Sanitary Manhole Cover Adjustments @ $450 each = $2,250*
*10 Frame/Chimney Seals @ $600 each = $6,000*
*3 Water Valve Box Adjustments @ $300 each = $900*
*1 Water Service Curb Stop Adjustment @ $325 each = $325*
*5 Reconstruct Sanitary Manholes @ $1,000 each = $5,000*
*Total cost = $14,475 * 0.10 (City of De Pere cost share) = $1,448*

# City of De Pere
# Public Works Department Memo

| | |
|---|---|
| **To:** | Honorable Mayor Walsh<br>Members of the Board of Public Works |
| **From:** | Eric P. Rakers, P.E., City Engineer EPR |
| **Date:** | May 9, 201 |
| **Subject:** | Consider Revised State/Municipal Agreement for the USH 41 Project in the City* |

Attached is Revision #2 to the State/Municipal Agreement (SMA) for the improvements for the USH 41 project through the City with the Wisconsin Department of Transportation (WisDOT). Revision #2 applies to Appendix 4 of the original SMA. Appendix 4 pertains to the following WisDOT

- Project ID 1133-06-80 – Main Avenue (CTH G) Interchange
- Project ID 1133-06-86 – Main Avenue Park and Ride
- Project ID 1133-06-84 – Main Avenue Interchange Stormwater Pond

The purpose of the revision is to increase the cap for funding in categories 1400 and 1410 from $150,000 to $250,000 each. These two categories are the community sensitive design (CSD) items such as landscaping. Without the revision, the City will be responsible to reimburse WisDOT for costs above $150,000.

The SMA contains many other numeric updates which are based on the current status of the project. The changes are highlighted on the attached Revision #2.

Staff recommends the BOPW approve Revision #2 to the SMA for the USH 41 project and forward to the Council for approval.

**Eric Rakers**

| | |
|---|---|
| **From:** | Zillmer, Aaron D - DOT (DTSD Consultant) <Aaron.Zillmer@dot.wi.gov> |
| **Sent:** | Friday, April 12, 2013 9:16 AM |
| **To:** | Eric Rakers |
| **Cc:** | Degrave, Chad - DOT |
| **Subject:** | De Pere SMA Revision #2 |
| **Attachments:** | City of De Pere SMA Revision #2 04-12-13.pdf |

Eric,

As discussed on the phone, I am sending you a revision to the De Pere SMA to increase the cap from $150,000 to $250,000 for Categories 1400 & 1410. This change is required so that the City of De Pere is not charged for the additional landscaping (CSD) costs. The tables within Appendix 4 now reflects the Let amounts. Please let myself or Chad Degrave know if you have any questions.

Thanks,

**Aaron Zillmer**
Program Controls Engineer
US 41 Project - URS Corporation
1940 W. Mason St.
Green Bay, WI 54303
Office Phone: (920) 492-7379

RESOLUTION #13-61

AWARDING OFFICIAL CITY NEWSPAPER CONTRACT

WHEREAS, the City of De Pere has advertised, pursuant to Wis. Stats. §985.06 and received a bid from a qualified newspaper for the printing of Council proceedings and legal notices; and

WHEREAS, the sole effective bid was submitted by the *De Pere Journal*.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The *De Pere Journal* be designated the Official City Newspaper for the printing of Council proceedings and legal notices for the 2013-2014 contract year in accordance with its sole effective bid. A copy of such bid is attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

Should the timing of legal notice publications in the *De Pere Journal* delay other City legal obligations because of the weekly nature of its publication, the City hereby designates the *Green Bay Press Gazette* as the alternate official newspaper for such purposes.

BE IT FURTHER RESOLVED THAT:

All City officers, officials 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 21st day of May, 2013.

APPROVED:

________________________

Michael J. Walsh, Mayor

ATTEST:

________________________

Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

# 1253

GREEN BAY PRESS-GAZETTE
www.greenbaypressgazette.com

April 29, 2013

Attached is the 2013 bid from the De Pere Journal for City of De Pere Newspaper legals. Our rates have changed since last year's bid based on our most recent certification from the state of Wisconsin.

I can be reached at 920-431-8696 if you have any questions. As always, I am also available to meet and review further if you would like.

Sincerely,

Laurie Bolle

Laurie Bolle
Sales Director - Gannett Wisconsin Media
Green Bay, WI

Cc: President and Publisher, Green Bay Press-Gazette

Exhibit A

# De Pere Journal

April 24th, 2013

## Invitation for Bid – Official city of De Pere Newspaper – 2013

The below information is the state certified information for the De Pere Journal newspaper for legal advertising.

Line Length: 90 points

Name of Type: Arial Classified

Type size: 6

| Indicate Line Rates: | 1st Insertion | Subsequent Insertion | Column Width (pica) |
|---|---|---|---|
| 1 column | $.3741 | $.2939 | 5.64 |
| 2 column | .7223 | .5675 | 10.89 |
| 3 column | 1.1243 | .8833 | 16.95 |

Newspapers to be circulated in this geographic area: 1,386

Affidavit Cost: $1.00

Additional charges that they City may incur: Bolding - $3.00

Payment terms: Net30

Vendor De Pere Journal

Authorized Signature Laurie Bolle

Print Name & Title Laurie Bolle - Sales Director, Gannett Wisconsin Media

Date 4/29/13

Address 435 E Walnut Street

City/State/Zip Green Bay, WI 54301

Telephone 920-431-8298 Fax 877-943-0443

WISCONSIN DEPARTMENT OF ADMINISTRATION

**SCOTT WALKER**
GOVERNOR
**MIKE HUEBSCH**
SECRETARY
Division of Enterprise Operations
State Bureau of Procurement
101 East Wilson Street, 6th Floor
Post Office Box 7867
Madison, WI 53707-7867
Voice (608) 266-2605
Fax (608) 267-0600
http://vendornet.state.wi.us

**December 6, 2012**

**KEEP THIS DOCUMENT FOR YOUR RECORDS**

DePere Journal
Natalie Bridenhagen
435 E Walnut Street
P O Box 23430
Green Bay, WI 54305-3430

## 2013 Certification of Legal Notice Rates for Newspapers

This letter certifies that the newspaper listed above may collect a fee for publishing legal notices required by Wisconsin law. Certification requirements are reviewed and rates are updated annually pursuant Chapter 10 ELECTION DATES AND NOTICES and 985 PUBLICATION OF LEGAL NOTICES; PUBLIC NEWSPAPERS; FEES of the Wisconsin Statutes.

- Part One lists information currently on file about this newspaper,
- Part Two addresses general legal/public notices,
- Part Three covers election ballots, and
- Part Four contains general information about the certification process.

## Effective Date

Unless otherwise amended this certification letter will govern notices published on:
**January 1, 2013** through **December 31, 2013**.

## Part 1 – Newspaper Information

The information below will determine the rates/fee for this newspaper and is published on the Internet. Contact the Department of Administration IMMEDIATELY with changes to any of the information listed in this document:

| | | | |
|---|---|---|---|
| Paid Circulation: 1,386 | Telephone: | (920) 431-8298 | |
| Circulation Adjust: | 0% | Fax:(877) 943-0443 | |
| **Day(s) Published:** | Th | **E-Mail:** | legals@deperejournal.com |
| **County:** Brown | **Parent Co.:** | Gannett Satellite Info Sys dba Gannett WI Media | |

## Part 2 – General Legal Notices

Section 985.08 of the Wisconsin Statutes provides for publishing legal notices calculated on a per line basis:

> Fees for publishing. (1) "The fee for publishing a legal notice shall be not more than the rate issued by the department of administration for the first and subsequent insertions per standard line. The charge for the publication of a facsimile ballot shall be computed as if the area occupied by the ballot were set in standard lines. If a legal notice contains tabulated matter, then the fees allowable for the area containing such matter shall be increased 50% of the standard line base rate without adjustment for circulation premium. Composed matter shall be interpreted as being tabular when it contains 2 or more justifications per line."

Your newspaper is certified for the fonts and column widths in the following list. Use the corresponding adjusted line rates to calculate fees.

| Font(s) | Point Size | Alphabet Length | Column Width | Font Base | ADJUSTED RATES First Insert | Subsqt Insert |
|---|---|---|---|---|---|---|
| Arial | 6 | 78 | 5.64 | 0.3741 | 0.3741 | 0.2939 |
| Arial | 6 | 78 | 8.61 | 0.5711 | 0.5711 | 0.4487 |
| Arial | 6 | 78 | 8.61 | 0.5711 | 0.5711 | 0.4487 |
| Arial | 6 | 78 | 10.89 | 0.7223 | 0.7223 | 0.5675 |
| Arial | 6 | 78 | 16.95 | 1.1243 | 1.1243 | 0.8833 |
| Arial | 6 | 78 | 18.75 | 1.2437 | 1.2437 | 0.9771 |
| Arial | 6 | 78 | 23.01 | 1.5263 | 1.5263 | 1.1991 |
| Arial | 6 | 78 | 28.89 | 1.9163 | 1.9163 | 1.5055 |
| Arial | 6 | 78 | 29.07 | 1.9282 | 1.9282 | 1.5149 |
| Arial | 6 | 78 | 35.07 | 2.3262 | 2.3262 | 1.8276 |
| Arial | 6 | 78 | 39.03 | 2.5889 | 2.5889 | 2.0339 |
| Arial | 6 | 78 | 41.13 | 2.7282 | 2.7282 | 2.1434 |
| Arial | 6 | 78 | 47.19 | 3.1302 | 3.1302 | 2.4592 |
| Arial | 6 | 78 | 49.11 | 3.2575 | 3.2575 | 2.5592 |
| Arial | 6 | 78 | 53.19 | 3.5281 | 3.5281 | 2.7718 |
| Arial | 6 | 78 | 59.25 | 3.9301 | 3.9301 | 3.0876 |
| Arial | 6 | 78 | 124.50 | 8.2582 | 8.2582 | 6.4879 |
| Arial | 7 | 88 | 5.64 | 0.3316 | 0.3316 | 0.2605 |
| Arial | 7 | 88 | 8.61 | 0.5062 | 0.5062 | 0.3977 |
| Arial | 7 | 88 | 10.89 | 0.6403 | 0.6403 | 0.5030 |
| Arial | 7 | 88 | 16.95 | 0.9965 | 0.9965 | 0.7829 |
| Arial | 7 | 88 | 18.75 | 1.1024 | 1.1024 | 0.8661 |
| Arial | 7 | 88 | 23.01 | 1.3528 | 1.3528 | 1.0628 |
| Arial | 7 | 88 | 28.89 | 1.6985 | 1.6985 | 1.3344 |
| Arial | 7 | 88 | 29.07 | 1.7091 | 1.7091 | 1.3427 |
| Arial | 7 | 88 | 35.07 | 2.0619 | 2.0619 | 1.6199 |
| Arial | 7 | 88 | 39.03 | 2.2947 | 2.2947 | 1.8028 |
| Arial | 7 | 88 | 41.13 | 2.4182 | 2.4182 | 1.8998 |
| Arial | 7 | 88 | 47.19 | 2.7745 | 2.7745 | 2.1797 |
| Arial | 7 | 88 | 49.11 | 2.8873 | 2.8873 | 2.2684 |
| Arial | 7 | 88 | 53.19 | 3.1272 | 3.1272 | 2.4569 |
| Arial | 7 | 88 | 59.25 | 3.4835 | 3.4835 | 2.7368 |
| Arial | 7 | 88 | 124.50 | 7.3198 | 7.3198 | 5.7507 |

State law allows state agencies, municipalities, and any other units of government may place an order for public notices in a display or classified manner. Section 985.08(7), Wis. Stats., provides as follows:

> "The discretion of utilizing the display method of publishing official materials shall be vested solely in the public authority ordering such publication and the rate charged for publication in this instance shall not exceed the regular commercial display advertising rate of the publisher."

## Part 3 -- Ballots

Fees for publishing ballots are calculated by area. The fee is charged as if the area occupied by the ballot were set in the standard line described in s. 985.08 (2)(a), Wis. Stats.

> "All legal notices shall be in Arial type face. A standard line shall be 6–point Arial on a 6–point leading without spacing between the lines, and 11 picas in length. One inch equals 6 postscript pica and 72 postscript points. Nonstandard line lengths shall be allowed with adjustments in fees according to variations in line length."

To calculate ballot rates use the current statute standard line rate of **$.7114** first insert and **$.5589** subsequent insertion, multiplying by 12 lines per inch, then dividing by 11 picas per column and applying the newspaper's circulation adjustment.

Use the following worksheet to calculate fees for ballots:

a) Measure the width of the ballot in picas (1 inch = 6 picas = 72 points): __________
b) Measure the height (single column) of the ballot in inches: __________
c) Multiply line (a) times line (b) equals: __________
d) Enter the appropriate adjusted facsimile ballot rate from the table below: $__________

| Range | Circulation Adjustment | Ballot Rate per line |
|---|---|---|
| **First Insert:** | **0.7114** | |
| 8,0000 or less | 0% | $ 0.7761 |
| 8,001-12,000 | 15% | $ 0.8925 |
| 12,001-16,000 | 30% | $ 1.0089 |
| 16,001-20,000 | 45% | $ 1.1253 |
| 20,001-24,000 | 60% | $ 1.2417 |
| 24,001 and up | 75% | $ 1.3581 |
| **Subsequent Insert:** | **0.5589** | |
| 8,0000 or less | 0% | $ 0.6097 |
| 8,001-12,000 | 15% | $ 0.7012 |
| 12,001-16,000 | 30% | $ 0.7926 |
| 16,001-20,000 | 45% | $ 0.8841 |
| 20,001-24,000 | 60% | $ 0.9755 |
| 24,001 and up | 75% | $ 1.0670 |

e) Multiply line (c) times line (d) = TOTAL $__________

**Sample Ballots** shall be published per the copy furnished by the county and municipal clerks. Introductory and descriptive text includes material which accompanies the ballot but which in itself is not part of the actual ballot. Fees for such are not calculated as facsimile ballots. Unless directed otherwise by the election official, this material should be published using the appropriate legal notice font and line rate from this certification.

s. 5.94 "Sample ballots; publication. When an electronic voting system employing a ballot that is distributed to electors is used, the county and municipal clerk of the county and municipality in which the polling place designated for use of the system is located shall cause to be published, in the type B notices, a true actual–size copy of the ballot containing the names of offices and candidates and statements of measures to be voted on, as nearly as possible, in the form in which they will appear on the official ballot on election day. The notice may be published as a newspaper insert. Municipal clerks may post the notice if the remainder of the type B notice is posted."

**SIZE:** Election ballots may **not** be enlarged. If appropriate to provide a proper fit for a newspaper's standard column width, ballots may be reduced in size photographically. If reduced, the fee calculations are based on the area covered by the ballot as published, i.e., after it is reduced.

Chapter 10 of the Wisconsin Statutes provides the information necessary to publish election ballots in newspapers.

**OPTICAL SCAN BALLOTS:** These were developed after the requirements of Chapter 985 Wisconsin Statutes were established. Responsibility for readability lies with the county or municipality placing the notice.

## Part 4 -- General Information

**QUALIFICATIONS:** Section 985.03, Wis. Stats., establishes the minimum requirements for a newspaper to be eligible to publish legal notices. See 985.03(1) for clarification of the following:

a) Has been published regularly and continuously for 2 of the 5 preceding years in the city, village or town where published.
b) Has had a bona fide paid circulation during the period in (a) above which constitutes 50% or more of its circulation.
c) That has had actual subscribers at each publication of not less than 1,000 copies in 1st and 2nd class cities, or 300 copies if in 3rd and 4th class cities, villages or towns.
d) Appears at regular intervals and at least once a week and contains reports of happenings of recent occurrence of a varied character, such as political, social, moral and religious subjects, designed to inform the general reader.

**MEASUREMENTS:** For purposes of this certification, 1 inch = 6 picas = 72 points.

**RATES:** Wisconsin Statutes establish the standard line rate for publication of legal notices and the annual adjustment procedure. The rates for each newspaper are calculated by adjusting for the font alphabet length, the newspaper's column width(s) and total paid circulation. (Please refer to s. 985.08(2)(a), Wis. Stats.)

**INSERTION:** Use first insert rates to calculate fees for the first date a notice or ballot is published. First insert rates include an allowance for preparatory work by the publisher. Use subsequent insert rates for repeat publications of the same notice or ballot, i.e., when no additional preparation is needed.

**COPY:** When electronic copy for the entire legal notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub.(1) for subsequent insertions. (Please refer to s. 985.08 (2)(b), Wis. Stats.))

**TEAR SHEETS:** Upon request, a tear sheet proof of a multiple insertion notice shall be mailed to the advertiser or the advertiser's attorney within 72 hours after the first insertion, and an additional charge of $1 for such tear sheet proof may be made. (Please refer to s. 985.08 (8), Wis. Stats.)

**AFFIDAVITS:** The fee for an affidavit of publication shall be $1.00. (Please refer to s. 985.12(4), Wis. Stats.)

**RENEWALS:** Annually updated legal notice rate certification to newspapers who meet the statutory requirements. Newspapers need to contact the State Bureau of Procurement for any changes in address, font size, column width or any of the items listed in this certification. (Please refer to s. 985.08(1), Wis. Stats.)

Newspapers must contact the Department of Administration for any changes in public notice contact personel, address, font sizes, column width and/or any of the items listed in this certification.

If you have any questions about this certification, please write to me at my email address: gail.endres@wisconsin.gov or telephone me at (608) 264-7658.

Sincerely,

Gail Endres
Newspaper Certification Program

Comments:

RESOLUTION #13-62

AUTHORIZING OBJECTION WITH RESERVATION OF RIGHT TO FILE CLAIM IN MASTERCARD/VISA CLASS ACTION LITIGATION

WHEREAS, class-action litigation concerning fees charged by MasterCard and Visa, ongoing since 2005, has reached a proposed settlement which has received preliminary approval of the court of jurisdiction (U.S. District Court for the Eastern District of New York); and

WHEREAS, the City has received notification of such preliminary settlement as a merchant who has accepted MasterCard and Visa payments; and

WHEREAS, the City falls within the two proposed classes of merchants for payment; namely

1. the *Cash Settlement Class,* comprised of those in the U.S. who accepted MasterCard or Visa at any time between January 1, 2004 and November 28, 2012; and

2. the *Interchange Fund* class, comprised of those in the U.S. who accept MasterCard or Visa at any time after November 28, 2012; and

WHEREAS, the proposed settlement does not contain future restrictions on the amount MasterCard or Visa may charge for interchange fees, choosing rather to allow merchants to, on a limited basis depending on the brand of card the merchant accepts, charge customers who pay with MasterCard or Visa, an extra fee; and

WHEREAS, the proposed settlement requires that any objection to the settlement be filed by May 28, 2013, that a Fairness Hearing be held on September 12, 2013, subsequent to which claim forms will be made available and a claims deadline set; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends that the City object to the proposed settlement on the basis of lack of action on interchange fees while still reserving its right to file a claim to participate in the settlement payout, if approved.

NOW THEREFORE, BE TI HEREBY RESOLVED THAT:

The Common Council authorized the City Attorney to file an objection to the proposed settlement as identified above, reserving the City's right to file a claim to participate in the settlement payout, is approved.

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 21st day of May, 2013.

APPROVED:

______________________________
Michael J. Walsh, Mayor

ATTEST:

______________________________
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

RESOLUTION #12-63

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2012

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2012:

| **Account** | **Amount** |
|---|---|
| Elections-Backup Voting Machine | $6,100 |
| Police-Radio Outlay | $22,291 |
| Police-Community Policing | $2,137 |
| Police Training | $2,827 |
| Fire/Rescue-Copy Machine | $1,392 |
| Fire/Rescue-Act 102 | $4,569 |
| Fire/Rescue-EOC | $2,168 |
| Fire/Rescue-Fire Prevention | $2,720 |
| Fire/Rescue-Sirens | $8,750 |
| Public Works-Mach &Equipment-Fuel System | $13,962 |
| Community Center-Outdoor Light Fixtures | $2,500 |
| Swimming Pools-ADA Lifts | $8,670 |
| Economic Development-Consulting Main St. Baseline | $8,144 |
| GIS-Consulting for DIME Consortium Project | $8,205 |
| GIS-Server Backup/LIDAR System | $4,191 |
| **TOTAL** | **$98,626** |

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2013.

APPROVED:

______________________________
Michael J. Walsh, Mayor

ATTEST:

______________________________
Vicki L. Scray, Deputy Clerk

Ayes:______
Nays:______

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2012 Budget Items Carried Forward to 2013
Date: May 8, 2013

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2012 but were not spent until 2013. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was $224,035. This year's amount is $98,626 which is smaller than last year due to diminished amounts needed for public safety radio carryover. Last year we carried over $166,099 for radio outlays in public safety. Feel free to contact me prior to the Finance Meeting on May 14, 2013 should you have any questions. I recommend that these items be approved for carryover to 2013. I will not present at the meeting so please call or e-mail by May 13th should there be any questions on this item.

City of De Pere
Non-Lapsing Funds Detail
December 31, 2012

| DEPARTMENT | ITEM | AMOUNT | COMMENTS |
| --- | --- | --- | --- |
| Elections | Elections Outlay-Backup Voting Machine | $ 6,100 | 2 machines for $12,200 in 2012 budget, only 1 needed |
| Police Department | Police-Radio Outlay | $22,291 | Unspent amount of $171,000 budgeted in 2011& 2012 and now carried forward to complete radio replacement program. |
| Police Department | Police-Community Policing | $2,137 | This amount represents unspent donations for Crime Prevention program. |
| Police Department | Police-Training | $2,827 | This amounts represents unspent state grants specific for training. |
| Fire Department | Fire/Rescue-Copy Machine | $1,392 | Unspent amount of $10,000 budgeted in 2012 and now carried forward for copier lease payment in 2013. |
| Fire Department | Fire/Rescue-Act 102 | $4,569 | This amounts represents unspent state Act 102 grants specific for fire department. |
| Fire Department | Fire/Rescue-EOC | $2,168 | Unspent amount of $4,000 original 2012 budget and now carried forward for EOC center. |
| Fire Department | Fire/Rescue-Fire Prevention | $2,720 | Unspent amount of $4,400 original 2012 budget and now carried forward for fire prevention. |
| Fire Department | Fire/Rescue-Outdoor Siren Outlay | $8,750 | Unspent amount of $19,500 original 2012 budget needed to complete siren purchase. |
| Public Works | Public Works-Machinery & Equipment | $13,962 | Amount Spent in 2013 to complete 2012 budget item of $15,891 for system upgrades; $476 was spent in 2012. |
| Community Center | Community Center Outlay-Outside Lighting | $2,500 | $2,500 budgeted in 2012 for LED lighting, purchase to be completed in 2013. |
| Swimming Pools | Swimming Pools Outlay-ADA Lifts | $8,670 | Remaining amount needed to complete handicapped accessibility program of $14,000 in 2012 budget. |
| Economic Development | Economic Development-Consulting Main Street Baseline | $8,144 | Amount needed to complete Main Street baseline for establishing the BID District. This will be used to complete the survey by SNC Survey Center. |
| GIS Department | GIS-Consulting for DIME Consortium Project | $8,205 | This is for the DIME project in cooperation with Brown County, Green Bay, and Ashwaubenon. Project was postponed to 2013. |
| GIS Department | GIS-Equipment Outlay-Server Backup System for LIDAR 3D Software | $4,191 | Unspent amount of $4,700 budgeted in 2011 & 2012 budget and now carried forward for server backup system for LIDAR 3D software. |
| | **TOTAL** | **$ 98,626** | |

PACKET: 04001 MAY 2013 COUNCIL - 2 5-21-13

VENDOR SET: 01

BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 2412 | ACCURATE SUSPENSION WAREHOUSE | | | | | | | |
| | I-1305923 | ACCURATE SUSPENSION WAREHOUSE | R | 5/21/2013 | | 1,045.98CR | 068043 | 1,045.98 |
| 6426 | ACL | | | | | | | |
| | I-201304-0 | ACL | R | 5/21/2013 | | 93.80CR | 068044 | 93.80 |
| 0217 | AGRI-PARTNERS COOPERATIVE | | | | | | | |
| | I-201305162181 | AGRI-PARTNERS COOPERATIVE | R | 5/21/2013 | | 79.00CR | 068045 | 79.00 |
| 0302 | AIRGAS USA LLC | | | | | | | |
| | I-9015126412 | AIRGAS USA LLC | R | 5/21/2013 | | 19.00CR | 068046 | |
| | I-9909619422 | AIRGAS USA LLC | R | 5/21/2013 | | 115.20CR | 068046 | 134.20 |
| 2982 | ALL CITY COMMUNICATIONS | | | | | | | |
| | I-4699567-050113 | ALL CITY COMMUNICATIONS | R | 5/21/2013 | | 142.00CR | 068047 | 142.00 |
| 0442 | BADGER LABORATORIES & ENGINEERING | | | | | | | |
| | I-INV00052959 | BADGER LABORATORIES & ENGINEER | R | 5/21/2013 | | 40.00CR | 068048 | 40.00 |
| 0020 | BADGERLAND PRINTING INC | | | | | | | |
| | I-21556 | BADGERLAND PRINTING INC | R | 5/21/2013 | | 1,025.82CR | 068049 | |
| | I-21616 | BADGERLAND PRINTING INC | R | 5/21/2013 | | 14.00CR | 068049 | |
| | I-21626 | BADGERLAND PRINTING INC | R | 5/21/2013 | | 180.00CR | 068049 | |
| | I-21637 | BADGERLAND PRINTING INC | R | 5/21/2013 | | 72.00CR | 068049 | |
| | I-21663 | BADGERLAND PRINTING INC | R | 5/21/2013 | | 43.85CR | 068049 | |
| | I-21683 | BADGERLAND PRINTING INC | R | 5/21/2013 | | 40.00CR | 068049 | 1,375.67 |
| 0023 | BATTERIES PLUS LLC | | | | | | | |
| | I-234031-01 | BATTERIES PLUS LLC | R | 5/21/2013 | | 105.96CR | 068050 | |
| | I-501-391865 | BATTERIES PLUS LLC | R | 5/21/2013 | | 59.50CR | 068050 | |
| | I-501-392637 | BATTERIES PLUS LLC | R | 5/21/2013 | | 114.50CR | 068050 | 279.96 |
| 1369 | BAY REPORTING SERVICE INC | | | | | | | |
| | I-25427 | BAY REPORTING SERVICE INC | R | 5/21/2013 | | 174.00CR | 068051 | 174.00 |
| 0027 | BAY TOWEL INC | | | | | | | |
| | I-1624490 | BAY TOWEL INC | R | 5/21/2013 | | 116.91CR | 068052 | |
| | I-1625846 | BAY TOWEL INC | R | 5/21/2013 | | 39.02CR | 068052 | |
| | I-1625847 | BAY TOWEL INC | R | 5/21/2013 | | 55.29CR | 068052 | |
| | I-1629090 | BAY TOWEL INC | R | 5/21/2013 | | 39.02CR | 068052 | |
| | I-1629091 | BAY TOWEL INC | R | 5/21/2013 | | 56.81CR | 068052 | |
| | I-1629092 | BAY TOWEL INC | R | 5/21/2013 | | 20.90CR | 068052 | |
| | I-1630984 | BAY TOWEL INC | R | 5/21/2013 | | 118.66CR | 068052 | |
| | I-1631008 | BAY TOWEL INC | R | 5/21/2013 | | 77.66CR | 068052 | |
| | I-1632347 | BAY TOWEL INC | R | 5/21/2013 | | 41.62CR | 068052 | 565.89 |

PACKET: 04001 MAY 2013 COUNCIL - 2 5-21-13
VENDOR SET: 01
BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 0025 | BAYCOM INC | | | | | | | |
| | I-76898 | BAYCOM INC | R | 5/21/2013 | | 681.00CR | 068053 | 681.00 |
| 6473 | BEAVER OF WISCONSIN INC | | | | | | | |
| | I-81421 | BEAVER OF WISCONSIN INC | R | 5/21/2013 | | 499.75CR | 068054 | 499.75 |
| 1456 | AL BENZSCHAWEL PLUMBING INC | | | | | | | |
| | I-18040 | AL BENZSCHAWEL PLUMBING INC | R | 5/21/2013 | | 387.32CR | 068055 | 387.32 |
| 0038 | BROADWAY AUTOMOTIVE INC | | | | | | | |
| | I-245797P | BROADWAY AUTOMOTIVE INC | R | 5/21/2013 | | 80.53CR | 068056 | |
| | I-663800 | BROADWAY AUTOMOTIVE INC | R | 5/21/2013 | | 108.60CR | 068056 | 189.13 |
| 0039 | BROOKS TRACTOR INC | | | | | | | |
| | I-D24233 | BROOKS TRACTOR INC | R | 5/21/2013 | | 15.78CR | 068057 | 15.78 |
| 0042 | BROWN COUNTY HIGHWAY COMMISSION | | | | | | | |
| | I-201305162183 | BROWN COUNTY HIGHWAY COMMISSIO | R | 5/21/2013 | | 72.38CR | 068058 | 72.38 |
| 2944 | BROWN COUNTY JAIL | | | | | | | |
| | I-201305162182 | BROWN COUNTY JAIL | R | 5/21/2013 | | 600.00CR | 068059 | 600.00 |
| 0046 | BROWN COUNTY PORT SOLID WASTE DEPT | | | | | | | |
| | I-21727 | BROWN COUNTY PORT SOLID WASTE | R | 5/21/2013 | | 14,232.24CR | 068060 | 14,232.24 |
| 4537 | BSN SPORTS | | | | | | | |
| | I-95310698 | BSN SPORTS | R | 5/21/2013 | | 493.10CR | 068061 | 493.10 |
| 6710 | CADRE | | | | | | | |
| | I-122268 | CADRE | R | 5/21/2013 | | 295.04CR | 068062 | |
| | I-122544 | CADRE | R | 5/21/2013 | | 368.80CR | 068062 | |
| | I-122805 | CADRE | R | 5/21/2013 | | 368.80CR | 068062 | 1,032.64 |
| 6724 | CARAHSOFT TECHNOLOGY CORP | | | | | | | |
| | I-IN123564 | CARAHSOFT TECHNOLOGY CORP | R | 5/21/2013 | | 950.00CR | 068063 | |
| | I-IN124965 | CARAHSOFT TECHNOLOGY CORP | R | 5/21/2013 | | 950.00CR | 068063 | 1,900.00 |
| 0115 | CARQUEST AUTO PARTS LLC | | | | | | | |
| | I-6339-166809 | CARQUEST AUTO PARTS LLC | R | 5/21/2013 | | 46.62CR | 068064 | |
| | I-6339-167097 | CARQUEST AUTO PARTS LLC | R | 5/21/2013 | | 62.16CR | 068064 | 108.78 |
| 0536 | CDW GOVERNMENT INC | | | | | | | |
| | I-BH31770 | CDW GOVERNMENT INC | R | 5/21/2013 | | 66.59CR | 068065 | |
| | I-BQ17984 | CDW GOVERNMENT INC | R | 5/21/2013 | | 404.00CR | 068065 | |
| | I-BZ39979 | CDW GOVERNMENT INC | R | 5/21/2013 | | 134.42CR | 068065 | |
| | I-BZ67404 | CDW GOVERNMENT INC | R | 5/21/2013 | | 53.90CR | 068065 | 658.91 |

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| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 6760 | CELEBRATIONS PARTY AND EVENT | | | | | | | |
| | I-529048 | CELEBRATIONS PARTY AND EVENT | R | 5/21/2013 | | 1,905.54CR | 068066 | 1,905.54 |
| 2708 | CLEANING SOLUTION SERVICES INC | | | | | | | |
| | I-05-8133 | CLEANING SOLUTION SERVICES INC | R | 5/21/2013 | | 1,261.85CR | 068067 | |
| | I-05-8160 | CLEANING SOLUTION SERVICES INC | R | 5/21/2013 | | 59.34CR | 068067 | |
| | I-05-8161 | CLEANING SOLUTION SERVICES INC | R | 5/21/2013 | | 152.79CR | 068067 | |
| | I-05-8166 | CLEANING SOLUTION SERVICES INC | R | 5/21/2013 | | 95.80CR | 068067 | |
| | I-05-8187 | CLEANING SOLUTION SERVICES INC | R | 5/21/2013 | | 296.75CR | 068067 | 1,866.53 |
| 5629 | CONSOLIDATED UTILITY SERVICES INC | | | | | | | |
| | I-0313DEPER | CONSOLIDATED UTILITY SERVICES | R | 5/21/2013 | | 218.00CR | 068068 | 218.00 |
| 0063 | DAANEN & JANSSEN INC | | | | | | | |
| | I-129084 | DAANEN & JANSSEN INC | R | 5/21/2013 | | 45.00CR | 068069 | 45.00 |
| 0075 | DIGGERS HOTLINE INC | | | | | | | |
| | I-130 3 36402 | DIGGERS HOTLINE INC | R | 5/21/2013 | | 15.66CR | 068070 | |
| | I-130 4 36402 | DIGGERS HOTLINE INC | R | 5/21/2013 | | 20.88CR | 068070 | 36.54 |
| 0085 | EMERGENCY MEDICAL PRODUCTS INC | | | | | | | |
| | I-1550992 | EMERGENCY MEDICAL PRODUCTS INC | R | 5/21/2013 | | 171.61CR | 068071 | 171.61 |
| 6740 | ENCADRIA STAFFING SOLUTIONS LLC | | | | | | | |
| | I-IVC010000209550 | ENCADRIA STAFFING SOLUTIONS LL | R | 5/21/2013 | | 730.24CR | 068072 | |
| | I-IVC010000209875 | ENCADRIA STAFFING SOLUTIONS LL | R | 5/21/2013 | | 742.31CR | 068072 | 1,472.55 |
| 6761 | FASTSIGNS - GREEN BAY | | | | | | | |
| | I-356/32182 | FASTSIGNS - GREEN BAY | R | 5/21/2013 | | 97.50CR | 068073 | 97.50 |
| 0331 | FERGUSON WATERWORKS #1476 INC | | | | | | | |
| | I-128298 | FERGUSON WATERWORKS #1476 INC | R | 5/21/2013 | | 700.00CR | 068074 | 700.00 |
| 2627 | FESTIVAL FOODS INC | | | | | | | |
| | I-201305162184 | FESTIVAL FOODS INC | R | 5/21/2013 | | 37.99CR | 068075 | |
| | I-201305162185 | FESTIVAL FOODS INC | R | 5/21/2013 | | 8.75CR | 068075 | |
| | I-201305162186 | FESTIVAL FOODS INC | R | 5/21/2013 | | 5.37CR | 068075 | |
| | I-201305162187 | FESTIVAL FOODS INC | R | 5/21/2013 | | 17.38CR | 068075 | 69.49 |
| 0098 | FLY ME FLAG CO INC | | | | | | | |
| | I-3049 | FLY ME FLAG CO INC | R | 5/21/2013 | | 682.08CR | 068076 | 682.08 |

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| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 0107 | FOX VALLEY TECHNICAL COLLEGE | | | | | | | |
| | I-TPB0000180317 | FOX VALLEY TECHNICAL COLLEGE | R | 5/21/2013 | | 263.00CR | 068077 | 263.00 |
| 0562 | GALL'S INC | | | | | | | |
| | I-577032 | GALL'S INC | R | 5/21/2013 | | 13.00CR | 068078 | 13.00 |
| 1891 | GANNETT WI MEDIA | | | | | | | |
| | I-7154321 | GANNETT WI MEDIA | R | 5/21/2013 | | 36.00CR | 068079 | |
| | I-7154516 | GANNETT WI MEDIA | R | 5/21/2013 | | 315.66CR | 068079 | 351.66 |
| 0111 | GAT SUPPLY INC | | | | | | | |
| | I-16132 | GAT SUPPLY INC | R | 5/21/2013 | | 114.88CR | 068080 | 114.88 |
| 0780 | GREAT LAKES TV SEAL INC | | | | | | | |
| | I-12-15A (1) FINAL | GREAT LAKES TV SEAL INC | R | 5/21/2013 | | 27,766.93CR | 068081 | 27,766.93 |
| 0124 | GREEN BAY CITY TREASURER | | | | | | | |
| | I-84313 | GREEN BAY CITY TREASURER | R | 5/21/2013 | | 16,795.00CR | 068082 | 16,795.00 |
| 0122 | GREEN BAY REBUILDERS LLC | | | | | | | |
| | I-29172 | GREEN BAY REBUILDERS LLC | R | 5/21/2013 | | 100.00CR | 068083 | 100.00 |
| 0446 | HAWKINS INC | | | | | | | |
| | I-3462972 RI | HAWKINS INC | R | 5/21/2013 | | 4,817.55CR | 068084 | 4,817.55 |
| 3521 | HD SUPPLY WATERWORKS LTD | | | | | | | |
| | I-8474706 | HD SUPPLY WATERWORKS LTD | R | 5/21/2013 | | 30.04CR | 068085 | |
| | I-8677759 | HD SUPPLY WATERWORKS LTD | R | 5/21/2013 | | 221.84CR | 068085 | |
| | I-8971266 | HD SUPPLY WATERWORKS LTD | R | 5/21/2013 | | 808.60CR | 068085 | 1,060.48 |
| 5484 | HYDRO DESIGNS INC | | | | | | | |
| | I-29147-IN | HYDRO DESIGNS INC | R | 5/21/2013 | | 2,876.00CR | 068086 | |
| | I-29169-IN | HYDRO DESIGNS INC | R | 5/21/2013 | | 1,657.00CR | 068086 | 4,533.00 |
| 1399 | INDOFF INC | | | | | | | |
| | I-2268772 | INDOFF INC | R | 5/21/2013 | | 84.29CR | 068087 | |
| | I-2271680 | INDOFF INC | R | 5/21/2013 | | 654.89CR | 068087 | |
| | I-2272179 | INDOFF INC | R | 5/21/2013 | | 120.48CR | 068087 | |
| | I-2275908 | INDOFF INC | R | 5/21/2013 | | 295.40CR | 068087 | |
| | I-2275965 | INDOFF INC | R | 5/21/2013 | | 80.60CR | 068087 | |
| | I-2276035 | INDOFF INC | R | 5/21/2013 | | 83.10CR | 068087 | |
| | I-2276066 | INDOFF INC | R | 5/21/2013 | | 41.38CR | 068087 | |
| | I-2277436 | INDOFF INC | R | 5/21/2013 | | 18.54CR | 068087 | |
| | I-2277624 | INDOFF INC | R | 5/21/2013 | | 3.30CR | 068087 | 1,381.98 |

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|---|---|---|---|---|---|---|---|---|
| 0567 | INDUSTRIAL MARKETING CORP | | | | | | | |
| | I-38347 | INDUSTRIAL MARKETING CORP | R | 5/21/2013 | | 8,594.38CR | 068088 | 8,594.38 |
| 1276 | JX ENTERPRISES INC | | | | | | | |
| | C-230660078 | JX ENTERPRISES INC | R | 5/21/2013 | | 147.99 | 068089 | |
| | C-D-230920042 | JX ENTERPRISES INC | R | 5/21/2013 | | 500.00 | 068089 | |
| | C-D-231140111 | JX ENTERPRISES INC | R | 5/21/2013 | | 11.35 | 068089 | |
| | I-D-230870077 | JX ENTERPRISES INC | R | 5/21/2013 | | 13.63CR | 068089 | |
| | I-D-230910042 | JX ENTERPRISES INC | R | 5/21/2013 | | 33.69CR | 068089 | |
| | I-D-230910044 | JX ENTERPRISES INC | R | 5/21/2013 | | 38.49CR | 068089 | |
| | I-D-231000127 | JX ENTERPRISES INC | R | 5/21/2013 | | 108.16CR | 068089 | |
| | I-D-231020045 | JX ENTERPRISES INC | R | 5/21/2013 | | 139.98CR | 068089 | |
| | I-D-231020127 | JX ENTERPRISES INC | R | 5/21/2013 | | 8.28CR | 068089 | |
| | I-D-231070141 | JX ENTERPRISES INC | R | 5/21/2013 | | 14.32CR | 068089 | |
| | I-D-231070177 | JX ENTERPRISES INC | R | 5/21/2013 | | 92.26CR | 068089 | |
| | I-D-231090068 | JX ENTERPRISES INC | R | 5/21/2013 | | 26.24CR | 068089 | |
| | I-D-231210069 | JX ENTERPRISES INC | R | 5/21/2013 | | 1,375.43CR | 068089 | |
| | I-D-231210113 | JX ENTERPRISES INC | R | 5/21/2013 | | 50.32CR | 068089 | 1,241.46 |
| *VOID* | VOID CHECK | | V | 5/21/2013 | | | 068090 | **VOID** |
| 3140 | KUNDINGER FLUID POWER INC | | | | | | | |
| | I-50234606 | KUNDINGER FLUID POWER INC | R | 5/21/2013 | | 167.47CR | 068091 | 167.47 |
| 0153 | LAFORCE INC | | | | | | | |
| | I-753087 RI | LAFORCE INC | R | 5/21/2013 | | 392.42CR | 068092 | 392.42 |
| 4617 | LANGUAGE LINE SERVICES | | | | | | | |
| | I-3149345 | LANGUAGE LINE SERVICES | R | 5/21/2013 | | 38.52CR | 068093 | 38.52 |
| 1139 | LARRY'S PIGGLY WIGGLY | | | | | | | |
| | I-201305162188 | LARRY'S PIGGLY WIGGLY | R | 5/21/2013 | | 36.23CR | 068094 | |
| | I-201305162189 | LARRY'S PIGGLY WIGGLY | R | 5/21/2013 | | 7.99CR | 068094 | 44.22 |
| 0156 | LAWSON PRODUCTS INC | | | | | | | |
| | I-9301591219 | LAWSON PRODUCTS INC | R | 5/21/2013 | | 312.41CR | 068095 | 312.41 |
| 0159 | LEXIS NEXIS INC | | | | | | | |
| | I-1304261268 | LEXIS NEXIS INC | R | 5/21/2013 | | 213.88CR | 068096 | 213.88 |
| 5914 | MAIL FOUNDRY | | | | | | | |
| | I-13096 | MAIL FOUNDRY | R | 5/21/2013 | | 359.00CR | 068097 | 359.00 |

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|---|---|---|---|---|---|---|---|---|
| 6198 | MAILFINANCE | | | | | | | |
| | I-H10011370 | MAILFINANCE | R | 5/21/2013 | | 89.00CR | 068098 | 89.00 |
| 0173 | MENARDS INC | | | | | | | |
| | I-19430 | MENARDS INC | R | 5/21/2013 | | 369.00CR | 068099 | |
| | I-19735 | MENARDS INC | R | 5/21/2013 | | 83.96CR | 068099 | 452.96 |
| 4813 | MODERN BUSINESS MACHINES INC | | | | | | | |
| | I-26311080 | MODERN BUSINESS MACHINES INC | R | 5/21/2013 | | 1,498.87CR | 068100 | 1,498.87 |
| 1475 | MUNICIPAL CODE CORP | | | | | | | |
| | I-228496 | MUNICIPAL CODE CORP | R | 5/21/2013 | | 1,092.79CR | 068101 | 1,092.79 |
| 4546 | NATIONAL ELEVATOR INSPECT SERV INC | | | | | | | |
| | I-111092 | NATIONAL ELEVATOR INSPECT SERV | R | 5/21/2013 | | 89.00CR | 068102 | 89.00 |
| 0531 | NORTHEAST AUTO PARTS INC | | | | | | | |
| | I-278258 | NORTHEAST AUTO PARTS INC | R | 5/21/2013 | | 35.61CR | 068103 | |
| | I-278278 | NORTHEAST AUTO PARTS INC | R | 5/21/2013 | | 30.90CR | 068103 | |
| | I-278318 | NORTHEAST AUTO PARTS INC | R | 5/21/2013 | | 27.56CR | 068103 | |
| | I-278404 | NORTHEAST AUTO PARTS INC | R | 5/21/2013 | | 66.87CR | 068103 | |
| | I-278474 | NORTHEAST AUTO PARTS INC | R | 5/21/2013 | | 25.92CR | 068103 | |
| | I-278561 | NORTHEAST AUTO PARTS INC | R | 5/21/2013 | | 20.95CR | 068103 | |
| | I-278584 | NORTHEAST AUTO PARTS INC | R | 5/21/2013 | | 16.99CR | 068103 | 224.80 |
| 1160 | OFFICEMAX INC | | | | | | | |
| | I-324472 | OFFICEMAX INC | R | 5/21/2013 | | 89.58CR | 068104 | |
| | I-916845 | OFFICEMAX INC | R | 5/21/2013 | | 298.60CR | 068104 | 388.18 |
| 0939 | ORDE SIGN & GRAPHICS | | | | | | | |
| | I-5146 | ORDE SIGN & GRAPHICS | R | 5/21/2013 | | 276.41CR | 068105 | 276.41 |
| 4728 | OSHKOSH FIRE & POLICE EQUIPMENT INC | | | | | | | |
| | I-151338 | OSHKOSH FIRE & POLICE EQUIPMEN | R | 5/21/2013 | | 230.00CR | 068106 | 230.00 |
| 1020 | OVERHEAD DOOR CO OF GREEN BAY | | | | | | | |
| | I-BAY1899854 | OVERHEAD DOOR CO OF GREEN BAY | R | 5/21/2013 | | 377.37CR | 068107 | 377.37 |
| 0197 | PACKER CITY INTERNATIONAL INC | | | | | | | |
| | I-1-231150071 | PACKER CITY INTERNATIONAL INC | R | 5/21/2013 | | 1,434.81CR | 068108 | 1,434.81 |
| 6763 | PEROCK FLOORING LLC | | | | | | | |
| | I-455 | PEROCK FLOORING LLC | R | 5/21/2013 | | 4,788.58CR | 068109 | 4,788.58 |

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|---|---|---|---|---|---|---|---|---|
| 6126 | PM SUPPLY - WRIGHT INDUSTRIAL | | | | | | | |
| | I-34938 | PM SUPPLY - WRIGHT INDUSTRIAL | R | 5/21/2013 | | 47.52CR | 068110 | 47.52 |
| 0208 | POMP'S TIRE SERVICE INC | | | | | | | |
| | I-90007277 | POMP'S TIRE SERVICE INC | R | 5/21/2013 | | 582.12CR | 068111 | 582.12 |
| 4208 | RED THE UNIFORM TAILOR | | | | | | | |
| | I-W54307 | RED THE UNIFORM TAILOR | R | 5/21/2013 | | 65.79CR | 068112 | 65.79 |
| 6764 | RICOH AMERICAS CORP | | | | | | | |
| | I-16534362 | RICOH AMERICAS CORP | R | 5/21/2013 | | 2,151.97CR | 068113 | 2,151.97 |
| 5393 | RICOH USA INC. | | | | | | | |
| | I-5025977199 | RICOH USA INC. | R | 5/21/2013 | | 333.95CR | 068114 | 333.95 |
| 2604 | RIESTERER & SCHNELL INC | | | | | | | |
| | I-2161573 | RIESTERER & SCHNELL INC | R | 5/21/2013 | | 43,800.00CR | 068115 | 43,800.00 |
| 0235 | SAINT VINCENT HOSPITAL | | | | | | | |
| | I-34885 | SAINT VINCENT HOSPITAL | R | 5/21/2013 | | 145.01CR | 068116 | 145.01 |
| 0242 | SCOTT CONSTRUCTION INC | | | | | | | |
| | I-10490MB | SCOTT CONSTRUCTION INC | R | 5/21/2013 | | 1,583.95CR | 068117 | 1,583.95 |
| 0406 | SIMPLEXGRINNELL INC | | | | | | | |
| | I-76128596 | SIMPLEXGRINNELL INC | R | 5/21/2013 | | 773.00CR | 068118 | 773.00 |
| 0252 | SOUTHSIDE TIRE CO INC | | | | | | | |
| | C-3024004 | SOUTHSIDE TIRE CO INC | R | 5/21/2013 | | 13.00 | 068119 | |
| | I-3024004 | SOUTHSIDE TIRE CO INC | R | 5/21/2013 | | 22.00CR | 068119 | 9.00 |
| 0999 | STAPLES ADVANTAGE | | | | | | | |
| | I-3198879978 | STAPLES ADVANTAGE | R | 5/21/2013 | | 34.85CR | 068120 | 34.85 |
| 0255 | STELLPFLUG LAW SC | | | | | | | |
| | I-406-01M (205) | STELLPFLUG LAW SC | R | 5/21/2013 | | 1,200.04CR | 068121 | 1,200.04 |
| 0257 | STREICHER'S INC | | | | | | | |
| | I-I1018353 | STREICHER'S INC | R | 5/21/2013 | | 115.99CR | 068122 | |
| | I-I1018370 | STREICHER'S INC | R | 5/21/2013 | | 109.99CR | 068122 | |
| | I-I979522 | STREICHER'S INC | R | 5/21/2013 | | 209.97CR | 068122 | 435.95 |

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|---|---|---|---|---|---|---|---|---|
| 1903 | TECHNOLOGY ARCHITECTS INC | | | | | | | |
| | I-10902708 | TECHNOLOGY ARCHITECTS INC | R | 5/21/2013 | | 72.50CR | 068123 | 72.50 |
| 5654 | TIMBERLINE TREES LLC | | | | | | | |
| | I-201305162190 | TIMBERLINE TREES LLC | R | 5/21/2013 | | 470.00CR | 068124 | 470.00 |
| 0268 | TRUCK EQUIPMENT INC | | | | | | | |
| | I-8091 | TRUCK EQUIPMENT INC | R | 5/21/2013 | | 512.53CR | 068125 | |
| | I-8128 | TRUCK EQUIPMENT INC | R | 5/21/2013 | | 349.74CR | 068125 | 862.27 |
| 0272 | UNIFORM SHOPPE INC | | | | | | | |
| | I-220502 | UNIFORM SHOPPE INC | R | 5/21/2013 | | 72.95CR | 068126 | |
| | I-220555 | UNIFORM SHOPPE INC | R | 5/21/2013 | | 105.90CR | 068126 | |
| | I-220556 | UNIFORM SHOPPE INC | R | 5/21/2013 | | 107.90CR | 068126 | |
| | I-220557 | UNIFORM SHOPPE INC | R | 5/21/2013 | | 110.90CR | 068126 | 397.65 |
| 1911 | UNITED PARCEL SERVICE INC | | | | | | | |
| | I-70A6Y6163 | UNITED PARCEL SERVICE INC | R | 5/21/2013 | | 14.05CR | 068127 | 14.05 |
| 3085 | VANDERLOOP'S SHOES INC | | | | | | | |
| | I-C013879 | VANDERLOOP'S SHOES INC | R | 5/21/2013 | | 195.00CR | 068128 | 195.00 |
| 0282 | WESCO DISTRIBUTION INC | | | | | | | |
| | I-235348 | WESCO DISTRIBUTION INC | R | 5/21/2013 | | 472.24CR | 068129 | |
| | I-254437 | WESCO DISTRIBUTION INC | R | 5/21/2013 | | 787.18CR | 068129 | |
| | I-254439 | WESCO DISTRIBUTION INC | R | 5/21/2013 | | 650.00CR | 068129 | |
| | I-272752 | WESCO DISTRIBUTION INC | R | 5/21/2013 | | 56.27CR | 068129 | |
| | I-285744 | WESCO DISTRIBUTION INC | R | 5/21/2013 | | 57.61CR | 068129 | |
| | I-285746 | WESCO DISTRIBUTION INC | R | 5/21/2013 | | 293.47CR | 068129 | 2,316.77 |
| 0291 | WI DEPT OF JUSTICE TIME MADISON | | | | | | | |
| | I-201305162191 | WI DEPT OF JUSTICE TIME MADI | R | 5/21/2013 | | 182.00CR | 068130 | 182.00 |
| 6500 | WI DEPT OF SAFETY AND PROF SERV | | | | | | | |
| | I-316511 | WI DEPT OF SAFETY AND PROF SER | R | 5/21/2013 | | 50.00CR | 068131 | 50.00 |
| 0294 | WI DEPT OF TRANSPORTATION BBS | | | | | | | |
| | I-L23833 | WI DEPT OF TRANSPORTATION BBS | R | 5/21/2013 | | 49.82CR | 068132 | 49.82 |
| 0936 | WICPA | | | | | | | |
| | I-201305162192 | WICPA | R | 5/21/2013 | | 270.00CR | 068133 | 270.00 |

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| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 0286 | WILLIAMS NURSERY | | | | | | | |
| | I-183669 | WILLIAMS NURSERY | R | 5/21/2013 | | 1,092.50CR | 068134 | |
| | I-183674 | WILLIAMS NURSERY | R | 5/21/2013 | | 52.50CR | 068134 | 1,145.00 |
| 2402 | WINTER EQUIPMENT COMPANY INC | | | | | | | |
| | I-IV16409 | WINTER EQUIPMENT COMPANY INC | R | 5/21/2013 | | 1,395.70CR | 068135 | 1,395.70 |
| 2577 | LOU ANN ZEAMER | | | | | | | |
| | I-201305162193 | LOU ANN ZEAMER | R | 5/21/2013 | | 30.51CR | 068136 | 30.51 |

| * * T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 93 | 0.00 | 170,184.80 | 170,184.80 |
| HANDWRITTEN CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| PRE-WRITE CHECKS: | 0 | 0.00 | 0.00 | 0.00 |
| DRAFTS: | 0 | 0.00 | 0.00 | 0.00 |
| VOID CHECKS: | 1 | 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: | 94 | 0.00 | 170,184.80 | 170,184.80 |

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 04001 MAY 2013 COUNCIL - 2 5-21-13

VENDOR SET: 01

BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|

** POSTING PERIOD RECAP **

| FUND | PERIOD | AMOUNT |
|---|---|---|
| 100 | 5/2013 | 123,177.16CR |
| 201 | 5/2013 | 205.30CR |
| 208 | 5/2013 | 254.54CR |
| 235 | 5/2013 | 2,279.45CR |
| 405 | 5/2013 | 27,816.75CR |
| 601 | 5/2013 | 13,075.14CR |
| 650 | 5/2013 | 3,376.46CR |
| ALL | | 170,184.80CR |

| 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 |