



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, May 20, 2014

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **May 20, 2014** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the May 6, 2014 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Presentation and recommendation of corridor design for 8th Street between Oak St and Ashland Ave. Presented by WisDOT and City of De Pere.
6. Recommendation from the License Committee on Renewal Applications submitted for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses, Reserve "Class B" Liquor Licenses and Class "C" Wine for the Licensing Period July 1, 2014 to June 30, 2015.
7. Recommendation from the License Committee on a request for a premises description change for Pubhaus at 600, 600 George Street, De Pere.
8. Recommendation from Finance Committee to Accept Donation from De Pere Christian Outreach, Delores Lemke and Jules Bader to Police Department
9. Recommendation from Finance Committee to Replace Police Department Computers
10. Recommendation from the Finance Committee regarding Holidays During Summer Hours.
11. Recommendation from Finance Committee regarding 2014-2015 Insurance Liability Policy Renewals.
12. Recommendation from the Finance Committee regarding donation from BayCare Health Systems.
13. Recommendation from the Board of Public Works to Award for Project 14-05 Sidewalk, Curb, and Concrete Pavement Repair to Al Dix Concrete Inc. For \$140,773.00.
14. Recommendation from the Board of Public Works to Award the Project 14-03 Sewer Lining - CIPP contract to Visu-Sewer Inc. For \$247, 510.75.
15. Recommendation from the Board of Public Works to Provide Traffic Control for the Azure Contemporary Fashion & Accessories Fashion Night Out Event on September 5, 2014.
16. Resolution #14-44, Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Wis. Stats. §66.0703 Storm Sewer Main and Laterals on CTH PP from 1330' South of Prosper Street to O'Keefe Road.

17. Resolution #14-45, Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Wis. Stats. §66.0703 Sidewalk on CTH PP from 1330' South of Prosper Street to Heritage Road.
18. Resolution #14-46, Authorizing Agreement Regarding an Option to Purchase Certain Property Between the City of De Pere and Van Lanen Inc. (West Matthew Drive).
19. Resolution #14-47, Authorizing Second Amendment to Agreement Regarding Option to Purchase Certain Property Between the City of De Pere and Karman Development, LLP.
20. Resolution #14-48, Authorizing and Approving a Revocable Occupancy Permit with Downtown De Pere, Inc. d/b/a Definitely De Pere for Placement and Maintenance of Seasonal Storefront Decorations.
21. Resolution #14-49, Authorizing and Approving a Revocable Occupancy Permit for Downtown De Pere, Inc. d/b/a Definitely De Pere for Bridging the Arts Art Walk.
22. Resolution # 14-50, Authorizing an Amended Sidewalk Cafe Permit for Pubhaus at 600 LLC.
23. Resolution #14-51, Authorizing Agreement for Consulting Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Water Tower Inspection, Cleaning and Coating and Reservoir Inspection, Cleaning and Overcoating).
24. Resolution #14-52, Authorizing Contract for Contractor Services (Concrete Grinding).
25. Resolution #14-53, Authorizing Contract for Contractor Services (Mudjacking).
26. Resolution #14-54, Authorizing Amendment to Agreement Waiving Notice and Agreeing to Assessment.
27. Resolution #14-55, Authorizing Second Amendment to Supplemental Agreement Between the City of De Pere and the Town of Lawrence Regarding the Planning and Implementation of a Water and Sewer Main Project along Lost Dauphin Road.
28. Resolution #14-56, Approving the Sixth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract.
29. Resolution #14-57, Authorizing Agreement with Leaders Merchant Services, LLC for Credit Card Payment Processing Services.
30. Resolution 14-58, Awarding Official City Newspaper Contract.
31. Resolution #14-59, Authorizing Agreement with Tyco SimplexGrinnell for Police Department Video Surveillance System Replacement.
32. Resolution #14-60, Authorizing Second Amendment for Consulting Services Between the City of De Pere and RW Management Group, Inc. for Interim Fire Department Management Services.
33. Resolution #14-61, Establishing Non-Lapsing Funds as of December 31, 2013.
34. Recommendation to Approve 14-04 Concrete Street Reconstruction/Patching Project Cost and Change Order
35. Voucher Approval.
36. Operator License Applications.
37. Future agenda items.

38. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
ABBAY, THE
BABA LOUIES
BILOTTI'S PIZZA GARDEN
BLACK BOOT, THE
BUDDHA'S STILL & GRILL
CALIENTE LA FIESTA MEXICANA
CENTURY LANES
CHATEAU DE PERE
CVS PHARMACY
DAY SPA
DE PERE CINEMA
DE PERE MINIMART
DE PERE MOBIL
DE PERE SHELL
DE PERE SUPERSTORE
DE PERE Y-MART
DJ CONVENIENCE
DOLLAR GENERAL STORE #10542
DRIFT INN
EL MAYA RESTAURANT
EL PRESIDENTE MEXICAN BAR & GRILL
FESTIVAL FOODS
FIREHOUSE BAR & GRILL
GALLAGHER'S PIZZA
GCS LANDING
SCHEURING SHELL
GEORGE STREET CAFE
GREEN ROOM, THE
GYRO KABOBS
HONEY HOLE II
KEWEENAW PUB AND PASTA
LA VIE BOHEME
LANDING BAR & GRILL, THE
LEGENDS BREWHOUSE & EATERY
LONGBRANCH SALOON
LUNA CAFÉ & ROASTERY
MC GEORGE'S PUB

NICKY'S LIONHEAD TAVERN & GRILLE
OLD NO. 7
PASQUALES INTERNATIONAL CAFÉ
PIZZA HUT #014671
PUBHAUS AT 600
REID STREET STATION
REPLAY SPORTS BAR
RIVERSIDE SHELL
S.A.L.T.
SCHEURING ROAD MOBIL MART
SIDEKICK'S BAR & GRILL
ST. NORBERT COLLEGE
STUDIO 132, LLC
SYMPATICO
UNION HOTEL
VAULT, THE
VOYAGEUR SHELL
WALGREENS #10235
WAL-MART SUPERCENTER #5090
WINE CELLAR
POMODORO'S
SYMPATICO
VISU-SEWER INC
AL DIX CONCRETE INC
DEFINITELY DE PERE
TOWN OF LAWRENCE
CENTRAL BR. CO WATER AUTHORITY
AZURE CONTEMPORARY FASHION
ANCHOR BANK FSB C/O COLLIERS INTL
YONDER DEVELOPMENT LLC
JPG ENTERPRISES LLC
VALLEY CABINET
VALLEY PROPERTIES
DONALD & KAY VAN STRATEN REVOCABLE TRUST
CAROLYN FOSICK FAMILY TRUST
DON J ROFFERS
WILLIAM & MARGARET ANN GREENFIELD
DAVID L & MARY L RITCHIE
ROBERT & LESLIE SHADE
BARRY & MARQUERITE GRUNWALD

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

MEETING DATE: May 20, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the May 6, 2014 Common Council Meeting.

ATTACHMENTS:

- 5-06-2014 Common Council Meeting (DOCX)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, May 6, 2014
7:30 PM
De Pere City Hall Council Chambers

1. Call to order.

The Common Council Meeting was called to order on May 6, 2014 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the April 15, 2014 Common Council Meeting.

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

4. Approval of the Minutes of the April 23, 2014 Special Common Council Meeting.

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

5. Public comment upon matters not on the agenda or other announcements. None.

6. Presentation of American Heart Association's Mission Lifeline Award

Katie Sahajpal of the American Heart Association presented one of six Wisconsin Mission Lifeline Awards to the City of De Pere.

7. Presentation and Proclamation by Historic Preservation Commission regarding activities and National Historic Preservation Month.

Mayor Mike Walsh read the proclamation and invited Historic Preservation Commission Chairperson Mary Jane Herber forward for a presentation.

8. Report on County Sales Tax Community Survey Results by Fred Monique of the Green Bay Chamber of Commerce

Jayne Sellen of the Green Bay Area Chamber of Commerce presented the February 2013 Report on the County Sales Tax. Discussion followed.

9. Recommendation from the License Committee on an Application for a Class "B"/ "Class B" Original Alcohol Beverage Retail License Application for Replay Sports Bar and Grill submitted by Bryan Michael Vander Bloomen, 1334 Sand Acres Dr., De Pere, WI 54115.

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

10. Recommendation from the Finance/Personnel Committee to approve boat replacement purchase.

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

11. Recommendation by the Plan Commission to approve the Precise Implementation Plan for Unison Credit Union at 900 Main Ave.
City Planner Ken Pabich presented the site plan for Unison Credit Union. Discussion followed.

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

12. Resolution #14-40, Disallowance of Claim (Keith Davis).
Alderperson Donovan moved, seconded by Alderperson Rafferty to open the meeting. Upon vote, motion carried unanimously. Keith Davis was present to discuss the claim and explained to the Council what had happened at his home in 2011. He explained that his own insurance company misinformed him as to what his home owner's insurance covered and that this is the reason for filing the claim over two years after the incident occurred. Alderperson Crevier moved, seconded by Alderperson Bauer to close the meeting. Upon vote, motion carried unanimously. City Attorney Judy Schmidt-Lehman explained what had happened based on her conversation with the City's water service lead worker. Alderperson Donovan moved, seconded by Alderperson Rafferty to open the meeting. Upon vote, motion carried unanimously. Keith Davis explained more about the claim filed with the City. City Attorney Judy Schmidt-Lehman explained that the City is entitled to deny the claim based on the fact that the claim was filed beyond the 120-day filing period. Discussion followed. Alderperson Donovan moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously.

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

13. Resolution #14-41, Authorizing Agreement for Consulting Services Between the City of De Pere and MSA Professional Services, Inc. (Aquatic Facility Evaluation). Parks and Recreation Supervisor Stephanie Schlag explained the intent of the agreement to the Council.

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

14. Resolution #14-42, Authorizing Agreement for Consulting Services Between the City of De Pere and SAA Design Group, Inc. (Nicolet Square Master Design). City Planner Ken Pabich gave a brief explanation of the Nicolet Square design.

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

15. Resolution #14-43, Adopting Revised Emergency Operations Plan .

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

16. Request to approve Community Survey Questionnaire.
Alderperson Donovan moved, seconded by Alderperson Kneiszel to open the meeting. Upon vote, motion carried unanimously.

Joe Seroogy asked that the City remove question #8 (pertaining to the utilization of the former Claude-Allouez bridge approach site) from the survey. Discussion followed on the history of this site and decisions made on this site in the past.

Marlin Hooper stated that he is opposed to the possibility of opening this site up to private use.

Alderperson Kneiszel moved, seconded by Alderperson Bauer to close the meeting. Upon vote, motion carried unanimously. Discussion followed. Alderperson Crevier moved, seconded by Alderperson Kneiszel to amend the survey to eliminate question #8 and add the utilization of the former Claude-Allouez bridge approach site to the end of the survey as an open-ended question. Discussion followed. Upon vote on the amendment, motion carried unanimously. Upon vote on the survey as amended, motion carried unanimously.

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

17. Voucher Approval.

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

18. Operator License Applications.

CITY OF DE PERE - May 6, 2014					
ITEM	NAME	ADDRESS	CITY	ST	54115
Previously Tabled Operator License Applications					
1	BODART, ASHLEY J.	1668 W. PAULSON RD.	GREEN BAY	WI	54313
2	CORRIGAN, BRIAN J.	813 4TH ST.	DE PERE	WI	54115
3	ESQUIVEL, ALEXANDRIA J.	1254 O'KEEFE CT.	DE PERE	WI	54115
4	NYHAN, MEGAN M.	805 4TH ST.	DE PERE	WI	54115
Temporary Operator License Applications					
1	CORRIGAN, SHELLEY A.	813 4TH ST.	DE PERE	WI	54115
2	COUNARD, MARILOU E.	332 GRANDEUR OAKS CT.	DE PERE	WI	54115
3	FRIEDMAN, JULIE A.	1502 13TH AVE.	GREEN BAY	WI	54304
4	LEMIEUX, LISA A.	1558 GRANT ST.	DE PERE	WI	54115
5	SMITS, JOSEPH J.	2116 SWANTONE CIR.	DE PERE	WI	54115
6	THOMSON, JEREMY R.	2040 E. BARABOO CIR.	DE PERE	WI	54115
Operator License Applications for the 2012-2014 Licensing Period					
1	CAMPBELL, GARY L.	2167 MARLEE LN.	GREEN BAY	WI	54304
2	SUMMERS, MOLLY J.	1288 CROWN CT., #5	DE PERE	WI	54115
3	WENDRICKS, GREG F.	1009 CORAL ST., APT. 4	DE PERE	WI	54115
Operator License Applications for the 2014-2016 Licensing Period					
1	BROWN, KENT S.	2171 DOROTHY LN.	GREEN BAY	WI	54304
2	FRANZ, MICHAEL T.	W696 RIVER BEND DR.	KAUKAUNA	WI	54130
3	HERMUS, JODY K.	851 WOODSIDE DR.	SEYMOUR	WI	54165
4	KITTEL, DIANA L.	804 MANITOWISH PL.	DE PERE	WI	54115
5	LANDRY, BEVERLY A.	1626 RIDGEWAY DR.	DE PERE	WI	54115
6	LUECKE-VANDYKE, LINDA S.	421 S. ONTARIO ST.	DE PERE	WI	54115
7	OTT, KATHRYN L.	508 N. ONTARIO ST.	DE PERE	WI	54115
8	SAGE, JENNIFER E.	3341 SIDE ST.	SUAMICO	WI	54173
9	STORZER, EILEEN N.	911 SMITH ST.	GREEN BAY	WI	54302
10	WEAVER, LEIA L.	993 MATHER ST.	GREEN BAY	WI	54303

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

Alderperson Bauer moved, seconded by Alderperson Rafferty to approve Temporary Operator License Applications #1-6. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Donovan to approve Operator

License Applications for 2012-2014 #1-3. Upon vote, motion carried unanimously.

Aldersperson Bauer moved, seconded by Aldersperson Kneiszel to approve Renewal Operator License Applications for 2014-2016 #1-10. Upon vote, motion carried unanimously.

19. Future agenda items.
Aldersperson Crevier requested discussion on the future of the Fire Department;
Aldersperson Donovan requested a South Bridge update.
20. Adjournment. Aldersperson Bauer moved, seconded by Aldersperson Crevier to adjourn the meeting at 9:02 p.m.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

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

MEETING DATE: May 20, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Presentation and recommendation of corridor design for 8th Street between Oak St and Ashland Ave. Presented by WisDOT and City of De Pere.

ATTACHMENTS:

- Staff_Memo_8th St DOT_May2014 (PDF)
- 8th St - Design Options (PDF)
- Preference_Survey (PDF)

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



To: City Council Members

From: Ken Pabich, Director of Planning and Economic Development

RE: Recommendation from Plan Commission

At its April 28th, 2014 meeting, the Plan Commission reviewed design alternatives presented by the Wisconsin Department of Transportation (WisDOT) for the 8th St reconstruction project. The Commission voted to recommend Design Alternative #3, with the stipulation that the width of driving and bicycle lanes be reviewed. Staff reviews and recommendations are listed below:

Currently 8th Street between Oak St and Ashland Ave is scheduled for complete reconstruction for 2017. A complete reconstruction means the underground utilities will be replaced and the entire corridor from sidewalk to sidewalk will be reconstructed. With this type of project, the City has an opportunity to work with WisDOT to redesign the configuration of the corridor. There are four options for this segment of 8th Street. The first option is the “Do Nothing” option, while the other three involve reconstruction at various widths. The three reconstruction options will meet the long term transportation needs of this segment of street.

The City has worked with WisDOT over the past several months refining the designs and also gathering public input. At our Plan Commission meeting, WisDOT will provide an overview of each option and City staff is recommending a preferred alternative. Staff is seeking concurrence from the Plan Commission so WisDOT can move forward with the project design.

Design Alternative 1 – Two- Lane Roadway with Bicycle Lane and a Two-Way Left Turn Lane (TWTL)

Description: Corridor would be designed with a single north and south bound lane and it would also have a single center lane to accommodate left turn lanes (TWTL) into driveways and at intersections. This option would include bike lanes.

Pros: Center left turn lane eliminates delay for through vehicles behind a left turning vehicle.
Meets the long term traffic needs of the corridor.
Improved safety for pedestrians and bike traffic.
Minimal costs to the City due to no parking.
Proper lane marking should help to address speed concerns.

Attachment: Staff_Memo_8th St DOT_May2014 (2119 : 8th St Corridor Design - WisDOT)

- Cons: TWTL is not necessary for a project with this volume of traffic and small amount of left turns.
 This option creates a wider cross section. The terrace will be reduced approximately three feet on each side.
 No parking is provided under this option.

Design Alternative 2 - Two-Lane Roadway with Bicycle Lanes and Parking Lanes

- Description: Corridor would be designed with a single north and south bound lane. Parking lanes would be added to both sides (making it resemble the design of option 1). Parking lanes would be striped. This option would also include bike lanes.
- Pros: Meets the long term traffic needs of the corridor.
 Provides parking for properties along 8th Street.
- Cons: If the parking lanes are not utilized, vehicles may still use the parking areas as traffic lanes.
 High speed could be an issue if the parking lanes are not utilized.
 City would be responsible for the cost of constructing the parking lanes. This is estimated to cost \$120,000.
 This option creates a wider cross section. The terrace will be reduced approximately two feet on each side.

Design Alternative 3 - Two-Lane Roadway with Bicycle Lanes

- Description: Corridor would be designed with a single north and south bound lane and bike lanes. Turning lanes would be added at Cedar Street and potentially at Oak Street.
- Pros: Meets the long term traffic needs of the corridor.
 Provides the safest design for pedestrians and bike traffic.
 Provides the most green space. The existing terrace will increase approximately three feet on each side.
 Minimal costs to the City due to no parking.
 Anticipated to have the greatest impact for reducing speeds due to the narrower cross section.
- Cons: Through traffic would be delayed by left turning vehicles (excluding Cedar Street and potentially Oak Street)
 No parking is provided under this option.

Summary Chart

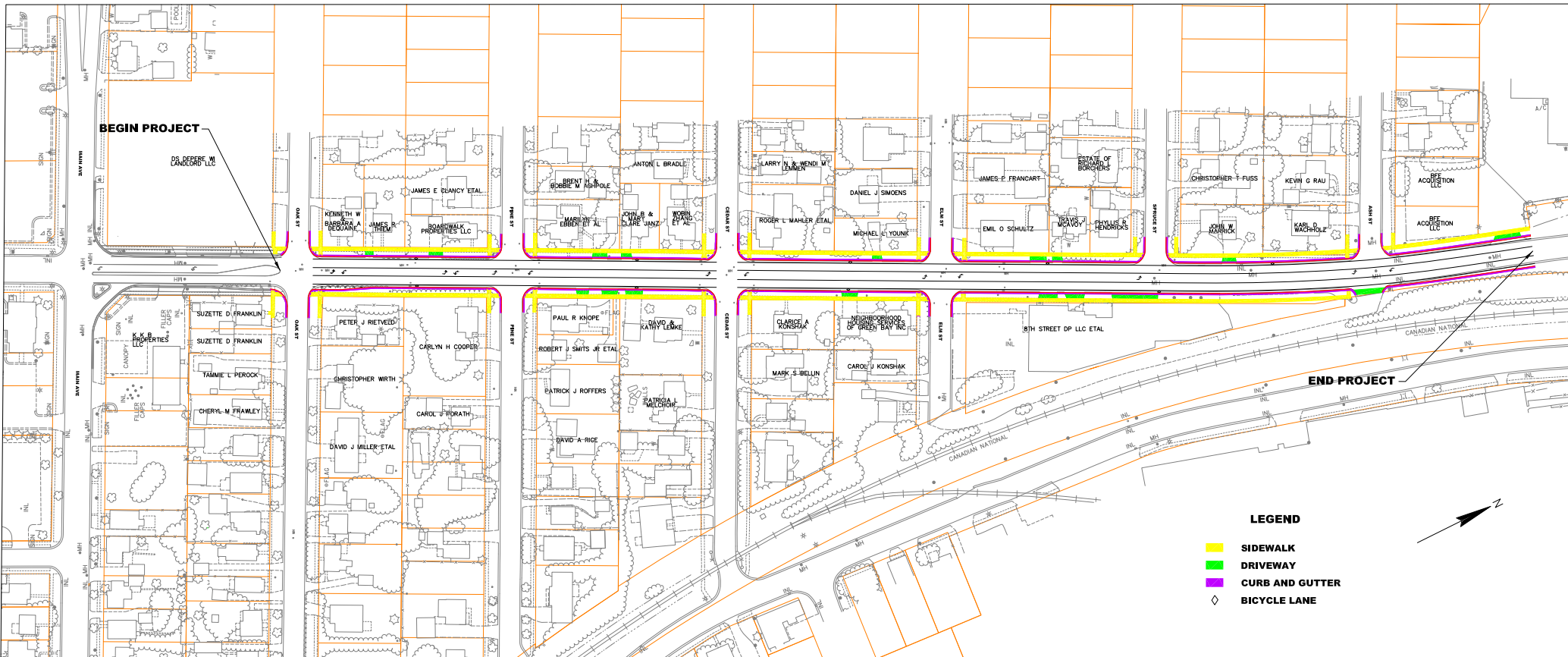
Improvement	Worst	Average	Best
Bicycle Safety		Alternative 2	Alternative 1 and 3
Pedestrian Safety	Alternative 1	Alternative 2	Alternative 3
Speed Control	Alternative 2	Alternative 1	Alternative 3
Parking	Alternative 1 and 3		Alternative 2
Traffic Flow	Alternative 3	Alternative 2	Alternative 1
City Cost	Alternative 2		Alternative 1 and 3
Improved Green Space	Alternative 1	Alternative 2	Alternative 3

Recommendation

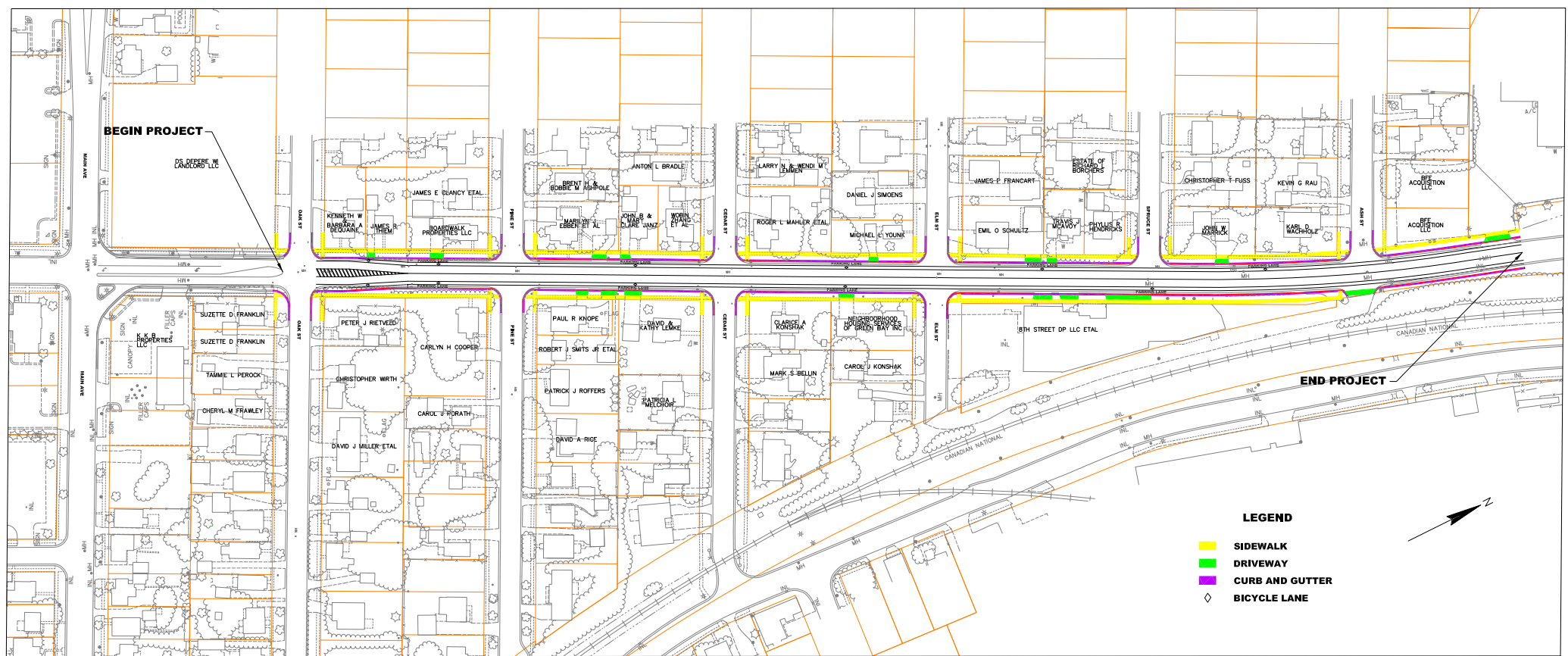
Staff is recommending Design Alternative 3 for the following reasons:

- Minimal cost to the City.
- Improved bicycle safety.
- Narrower cross section should help with speed control.
- Minimal utilization of existing parking lanes.

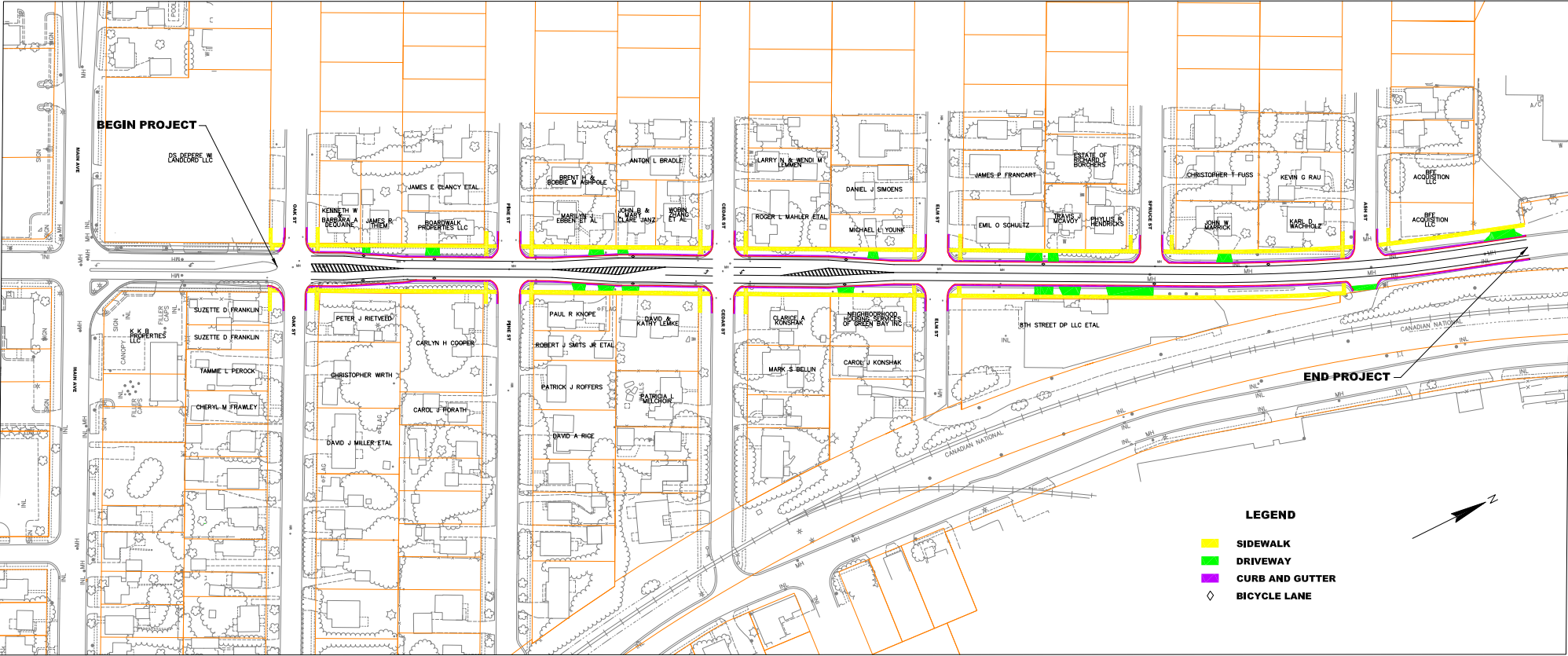
ALTERNATIVE 1 - TWO-LANE ROADWAY WITH BICYCLE LANES AND NO PARKING PLUS TWO-WAY LEFT TURN LANE



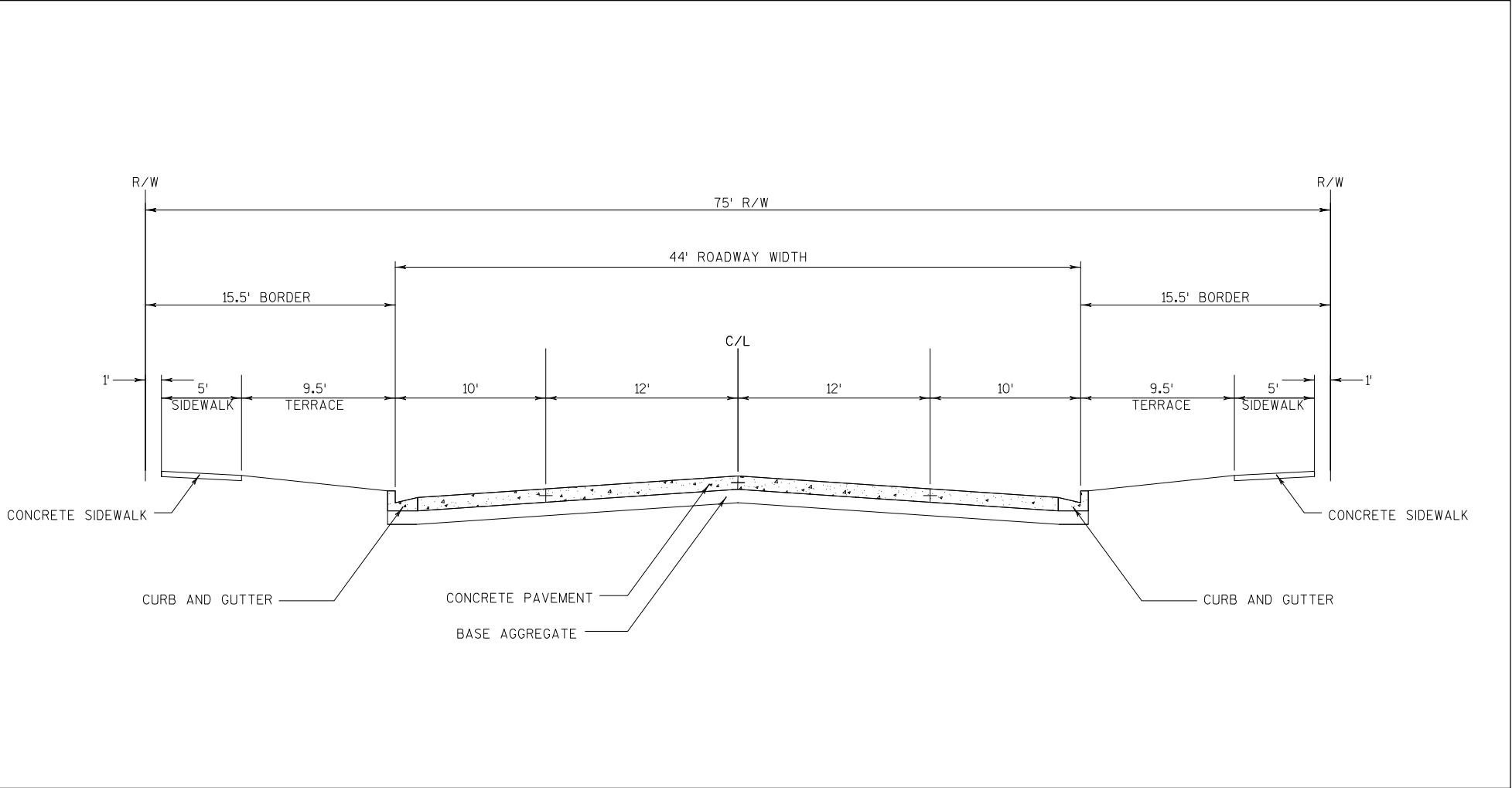
ALTERNATIVE 2 - TWO-LANE ROADWAY WITH BICYCLE LANES AND PARKING



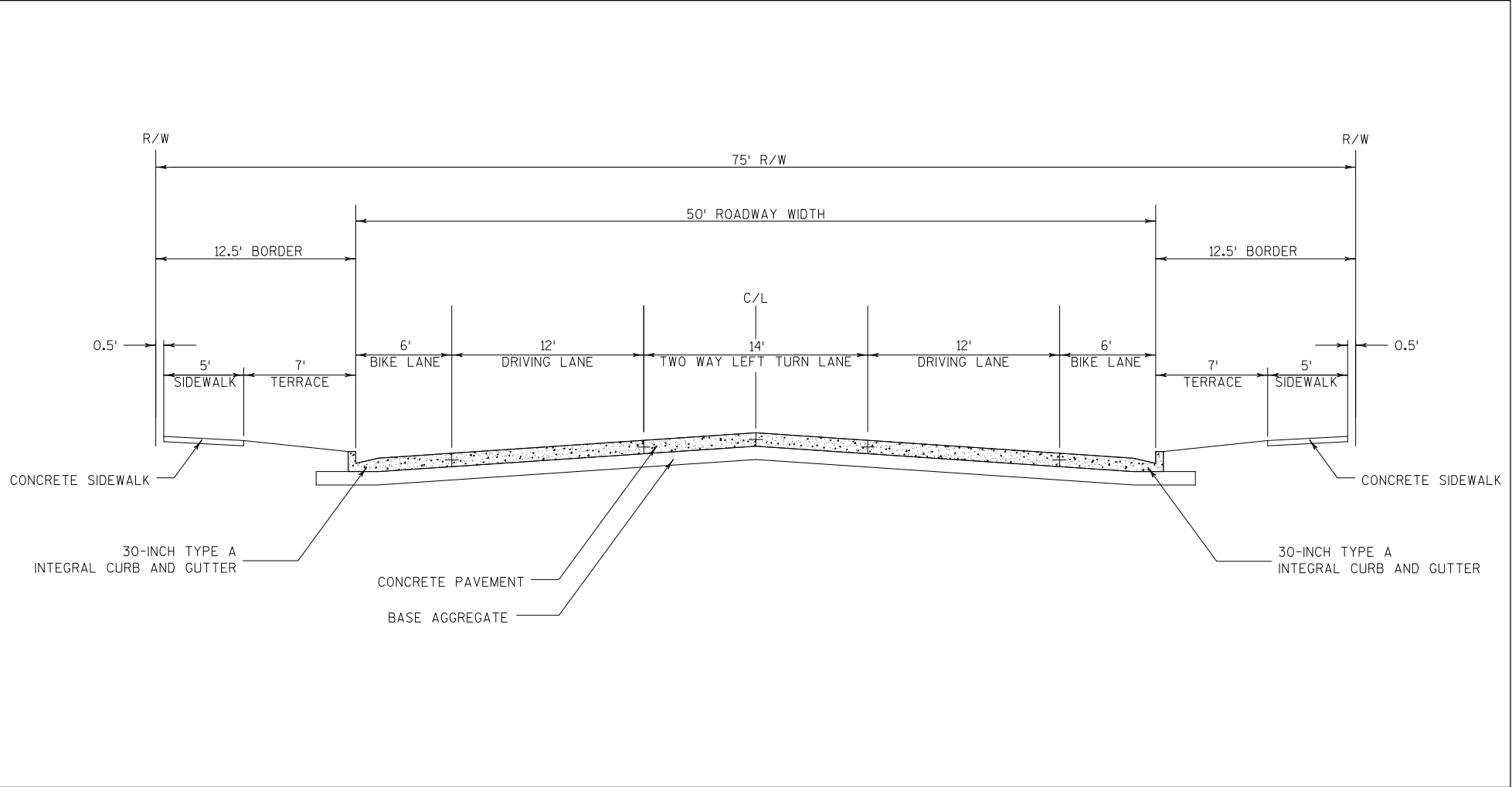
ALTERNATIVE 3 - TWO-LANE ROADWAY WITH BICYCLE LANES AND NO PARKING



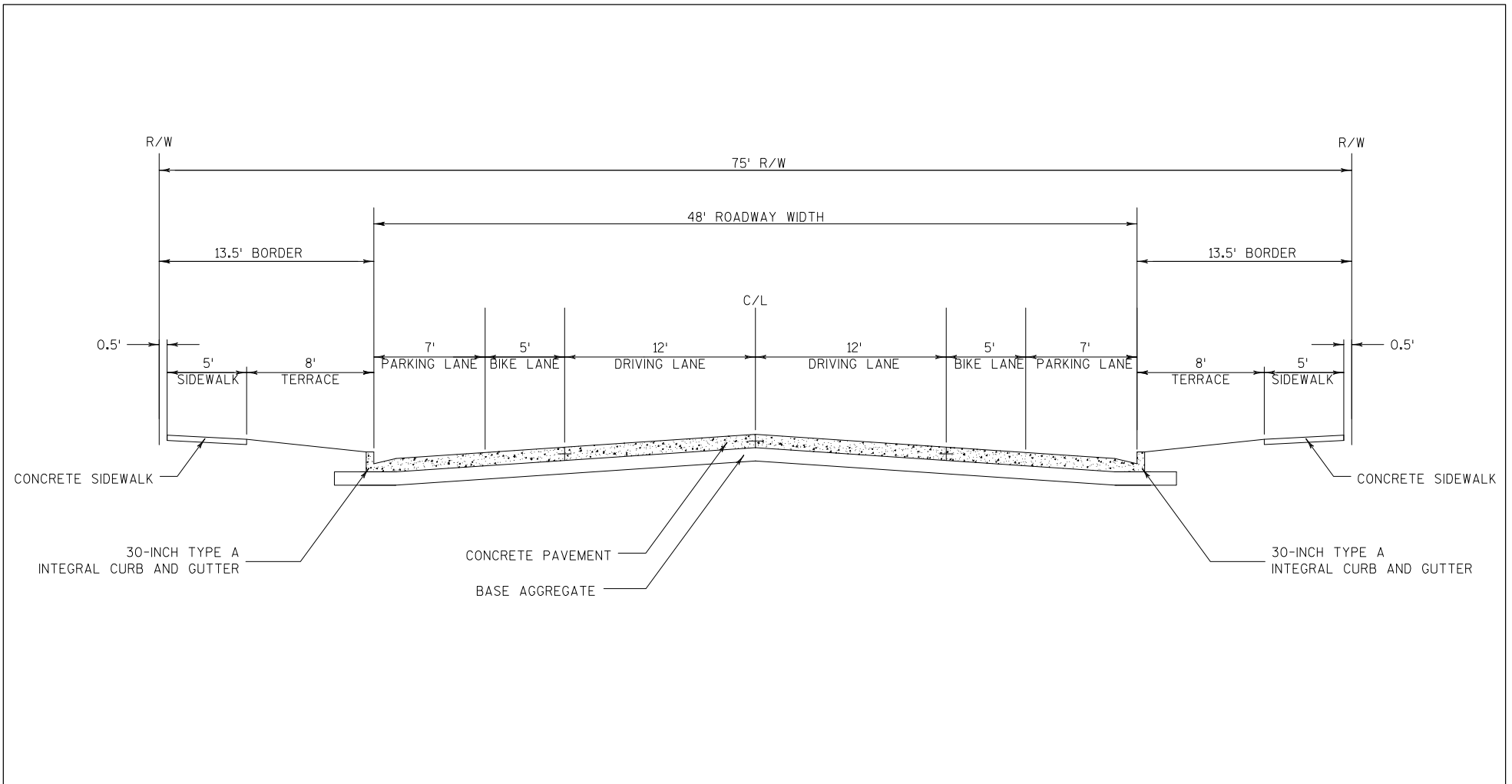
EXISTING TYPICAL SECTION - TWO LANES WITH PARKING



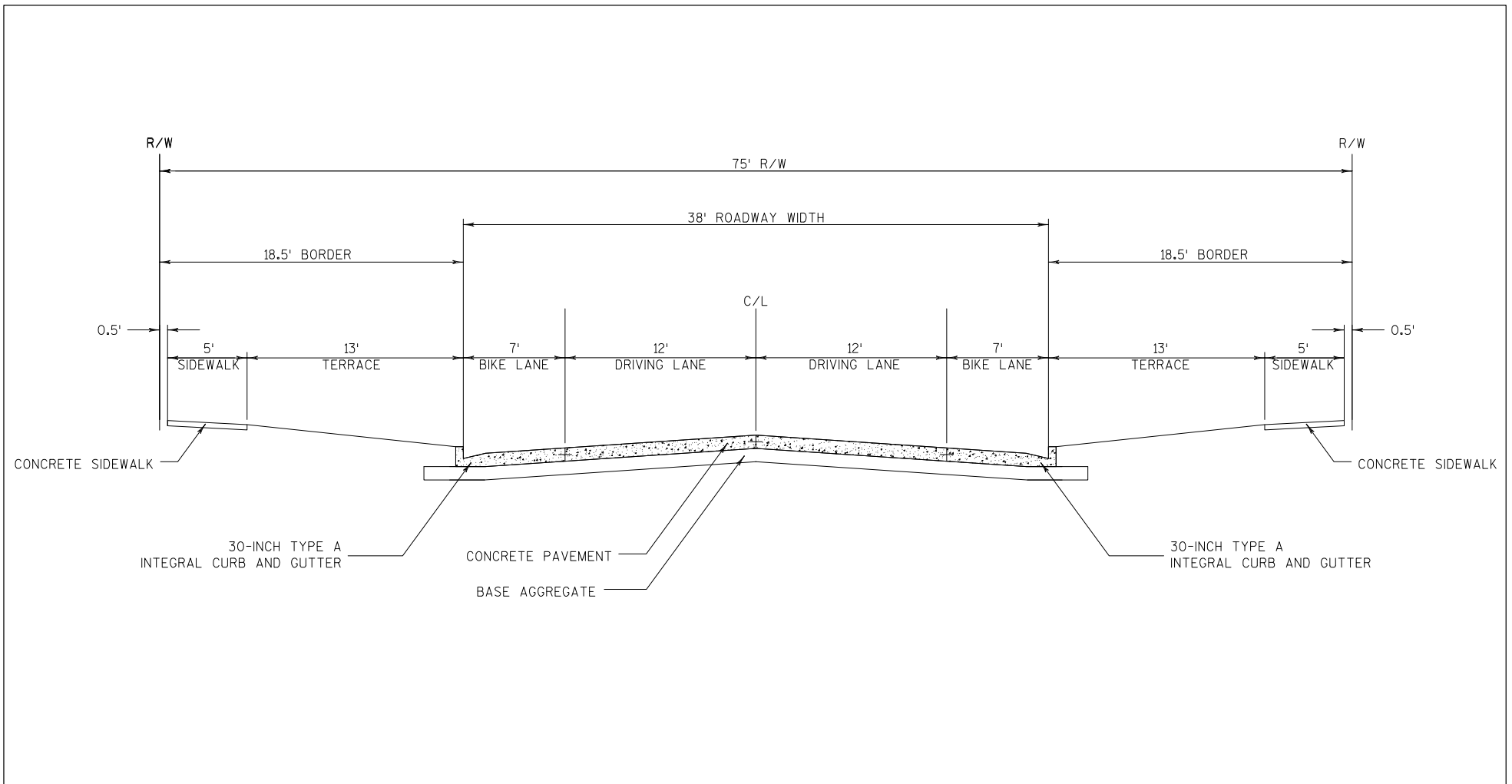
TYPICAL SECTION ALTERNATIVE 1 - TWO-LANE ROADWAY WITH BICYCLE LANES AND NO PARKING PLUS TWO-WAY LEFT TURN LANE



TYPICAL SECTION ALTERNATIVE 2 - TWO-LANE ROADWAY WITH BICYCLE LANES AND PARKING



TYPICAL SECTION ALTERNATIVE 3 - TWO-LANE ROADWAY WITH BICYCLE LANES AND NO PARKING



8TH ST/STH 32 ALTERNATIVES

RESIDENT COMMENTS RECIEVED DURING PUBLIC HEARING - BASED ON 3 DESIGN ALTERNATIVES



Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

Please mail this form with your comments in the attached envelope. Your comments assist us in developing a project that will serve the needs of the traveling public as well as the needs of the local community. Your input is welcome and appreciated throughout the design process.

Name: MIKE SELNER

Address: 512 & 514 No 8th St.

Daytime Phone Number (optional): (920) 680-6100

Email Address (optional): MSELNER@TEDHOMES.COM

Please Print Comments (attach additional sheets if necessary).

WE TAKE UP A pretty good portion of 8th St. IF ALL
I HAVE TO CHOOSE FROM IS THE 3 ALTERNATIVES, THEN I WOULD
HAVE TO GO WITH #2 BECAUSE PARKING IS ALLOWED. WE
"NEED" THE PARKING AS OUR FRONT DOORS ARE LOCATED
ON THE STREET SIDE. IT ISN'T JUST US. THERE ARE
HOUSES ON THIS STREET THAT DO NOT HAVE LARGE DRIVEWAYS
FOR PARKING FOR VISITORS. WE NEED TO DISCUSS HOW THE STREET
WILL AFFECT THE FRONT OF OUR BUILDING AS WELL BECAUSE WE ARE SO CLOSE.
THANKS!

Preferred Alternative (check one)

Alternative 1 ☐

Alternative 2 ☒
WITH RESERVATIONS

Alternative 3 ☐

x:\projects\wisdot\4085-42-71_8thstreet\200-externalcorrespondence\public involvement comment form.docx

Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

Please mail this form with your comments in the attached envelope. Your comments assist us in developing a project that will serve the needs of the traveling public as well as the needs of the local community. Your input is welcome and appreciated throughout the design process.

Name: JOHN MARRICK

Address: 802 SPRUCE ST

Daytime Phone Number (optional): 246 2665

Email Address (optional): N/A

Please Print Comments (attach additional sheets if necessary).

I REVIEWED YOUR THREE CHOICES AND NOT FOND ON
ANY OF THE THREE MY CHOICE OF THE THREE WOULD BE
NUMBER TWO THE PEOPLE ON THIS STREET NEED PARKING
WE ONLY HAVE 4 BIKE RIDERS THAT USE 8TH SO WE DONT
NEED TWO BIKE LANES. LOSING 3 FEET ON EACH SIDE WILL
CAUSE A PROBLEM FOR THE HOME OWNERS IN THE WINTER
WITH THE ^{SNOW} THAT WILL BE PLOWED ON OUR SIDEWALKS UNLESS
THE CITY IS GOING TO TAKE CARE OF 8TH STREET SIDEWALKS.
WHAT HAPPENED TO A FOURTH CHOICE OF JUST REPAVING 8TH AND LEAVE IT ALONG.

Preferred Alternative (check one)

Alternative 1 ☐

Alternative 2 ☒

Alternative 3 ☐

Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

Please mail this form with your comments in the attached envelope. Your comments assist us in developing a project that will serve the needs of the traveling public as well as the needs of the local community. Your input is welcome and appreciated throughout the design process.

Name: Clarice Konshak

Address: ~~601~~ 404 W 8th St.

Daytime Phone Number (optional): 920-336-9783

Email Address (optional): _____

Please Print Comments (attach additional sheets if necessary).

Alternative 3 would reduce traffic
speeds the most. Alternative 1 would
have similar impact. Alternative 2
leaves parking lanes that will be used
as traffic lanes and encourage
increased speeds

Preferred Alternative (check one)

Alternative 1 ☐

Alternative 2 ☐

Alternative 3 ☒

Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

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Name: Carlyn Cooper

Address: 218 8th St.

Daytime Phone Number (optional): 983-0327

Email Address (optional): _____

Please Print Comments (attach additional sheets if necessary).

My one concern is ... that grading be done at the
alley on 8th St. Streets become Ice with no way
for it to escape. It is over the tops of my
shoes.

Preferred Alternative (check one)

Alternative 1 ☐

Alternative 2 ☐

Alternative 3 ☒

Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

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Name: Mike Younk

Address: 801 Elm De Pere WI 54115

Daytime Phone Number (optional): 339-0006

Email Address (optional): _____

Please Print Comments (attach additional sheets if necessary).

Preferred Alternative (check one)

Alternative 1 ☐

Alternative 2 ☒

Alternative 3 ☐

Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

Please mail this form with your comments in the attached envelope. Your comments assist us in developing a project that will serve the needs of the traveling public as well as the needs of the local community. Your input is welcome and appreciated throughout the design process.

Name: DAVE LEMKE

Address: 745 CEDAR ST

Daytime Phone Number (optional): _____

Email Address (optional): _____

Please Print Comments (attach additional sheets if necessary).

I THINK PARKING SHOULD STAY ON 8TH ST.

I DON'T THINK A LEFT TURN LANE IS NEEDED BECAUSE
A MAJORITY OF TRAFFIC FLOWS THRU END TO END.

I LIVE ON THE CORNER OF CEDAR + 8TH AND ~~THERE~~ THERE
ISN'T MUCH TRAFFIC ON CEDAR SO A LEFT TURN LANE
IS NOT NEEDED THERE EITHER.

SPEED IS CRAZY FAST ON 8TH RIGHT NOW. A NEW ROAD
WITH CLEARLY MARKED LANES FOR TRAVEL, BIKES AND PARKING AS
WELL AS POLICE ENFORCEMENT WOULD HELP THIS.

Preferred Alternative (check one)

Alternative 1 ☐

Alternative 2 ☒

Alternative 3 ☐

Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

Please mail this form with your comments in the attached envelope. Your comments assist us in developing a project that will serve the needs of the traveling public as well as the needs of the local community. Your input is welcome and appreciated throughout the design process.

Name: Phyllis R. Hendricks

Address: 803 Spruce St. DePere

Daytime Phone Number (optional): 336-4514

Email Address (optional): PHendricks7@New.rr.com

Please Print Comments (attach additional sheets if necessary).

The town meeting was great!
Everyone was helpful, in explaining
things

Preferred Alternative (check one)

Alternative 1 ☒

Alternative 2 ☐

Alternative 3 ☐

Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

Please mail this form with your comments in the attached envelope. Your comments assist us in developing a project that will serve the needs of the traveling public as well as the needs of the local community. Your input is welcome and appreciated throughout the design process.

Name: JAMES R. THIEM

Address: 209 N. 8th St.

Daytime Phone Number (optional): 336-6145

Email Address (optional): —

Please Print Comments (attach additional sheets if necessary).

Preferred Alternative (check one)

Alternative 1 ☐

Alternative 2 ☐

Alternative 3 ☒

x:\projects\wisdot\4085-42-71_8thstreet\200-externalcorrespondence\public involvement comment form.docx

Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

Please mail this form with your comments in the attached envelope. Your comments assist us in developing a project that will serve the needs of the traveling public as well as the needs of the local community. Your input is welcome and appreciated throughout the design process.

Name: Kenneth W & Barbara Degrazi

Address: 5289 Oak Orchard, Adams WI 54101

Daytime Phone Number (optional): 920-826-7593

Email Address (optional): _____

Please Print Comments (attach additional sheets if necessary).

our house is on 8th St 203 no. 8th De Pere

our choices are

Preferred Alternative (check one)

Alternative 1 ☒

1st choice

Alternative 2 ☐

2nd choice

Alternative 3 ☒

Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

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Name: Emil Schultz

Address: 804 Elm St.

Daytime Phone Number (optional): _____

Email Address (optional): _____

Please Print Comments (attach additional sheets if necessary).

Preferred Alternative (check one)

Alternative 1 ☐

Alternative 2 ☒

Alternative 3 ☐

x:\projects\wisdot\4085-42-71_8thstreet\200-externalcorrespondence\public involvement comment form.docx

Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

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Name: Allen DeBroot

Address: 301 N 8th street

Daytime Phone Number (optional): _____

Email Address (optional): _____

Please Print Comments (attach additional sheets if necessary).

Preferred Alternative (check one)

Alternative 1 ☐

Alternative 2 ☒

Alternative 3 ☐

x:\projects\wisdot\4085-42-71_8thstreet\200-externalcorrespondence\public involvement comment form.docx

Public Involvement Comment Form

Project ID 4085-42-00
8th Street, City of De Pere
WIS32
Brown County

Please mail this form with your comments in the attached envelope. Your comments assist us in developing a project that will serve the needs of the traveling public as well as the needs of the local community. Your input is welcome and appreciated throughout the design process.

Name: Karl Wachholz

Address: 803 Ash St.

Daytime Phone Number (optional): 920-592-5133

Email Address (optional): wachholz.k@schneider.com

Please Print Comments (attach additional sheets if necessary).

My main concerns are: ① Entry onto 8th from Ash is difficult because of traffic volume and speed. ② I do not have much of a terrace now so any loss here would seem to affect sidewalk placement or safety. ③ I observe many cars navigating 8th street like it was a 4 lane road and this is not safe today. Narrowing the road would prevent this.

Preferred Alternative (check one)

Alternative 1 ☐

Alternative 2 ☐

Alternative 3 ☒

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: May 20, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on Renewal Applications submitted for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses, Reserve "Class B" Liquor Licenses and Class "C" Wine for the Licensing Period July 1, 2014 to June 30, 2015.

ATTACHMENTS:

- 05-20-14 LIQUOR LICENSE RENEWAL LIST (PDF)

Publish May 14, May 15, and May 16, 2015

LIQUOR LICENSES
2014 – 2015

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

CLASS "A" BEER & "CLASS A" LIQUOR

- 1) De Pere Minimart, 821 George Street, submitted by De Pere Minimart, Agent: Bishnu Adhikari, 4024 E. Braeburn Dr., Appleton, WI 54913.
- 2) Festival Foods, 1001 Main Avenue, submitted by TS Fest Inc., Agent: Rickey J. Teegarden, 2945 Emma Lane Drive, Green Bay, WI.
- 3) Reid Street Station, 401 Reid Street, submitted by CK Convenience, Inc., Agent: Corey Kroll, 2505 Klondike Court, Green Bay, WI.
- 4) The Day Spa, 600 N. 10th St., submitted by The Day Spa, Ltd., Agent: Kathleen F. Schmaltz, 3418 Delahaut St., Green Bay, WI.
- 5) 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.
- 6) Wine Cellar, 813 Main Avenue, submitted by The Wine Cellar II Inc., Agent: Dale M. Dombroski, 1159 Drews Drive, De Pere, WI.

CLASS "A" BEER

- 1) CVS Pharmacy #2214, 800 Main Ave., submitted by Wisconsin CVS Pharmacy LLC, Agent: Kendra (Welly) Charlier, 4282 Packerland Dr., De Pere, WI.
- 2) DJ Convenience, 1605 Ft. Howard Ave., Suite A, submitted by DJ Convenience LLC, Agent: James J. Vandyacht, 1463 Sunset Beach Rd., Suamico, WI.
- 3) De Pere Mobil, 746 Main Avenue, submitted by De Pere Service Center Inc., Agent: Keith Joseph Brunette, 1258 Cornflower Court, De Pere, WI.
- 4) De Pere Shell, 841 Main Avenue, submitted by De Pere Shell 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) De Pere Y-Mart, 1017 4th St., submitted by Robert Green, Agent: Robert R. Green, 2037 Green Acres Ct., De Pere WI.

- 7) GCS Landing, 1063 N. Broadway Street, submitted by Voyageur Shell LLC, Agent: Jacob P. Anderson, 1570 Waterford Court, Green Bay, WI.
- 8) Dollar General Store #10542, 805 Main Avenue, submitted by Dolgencorp LLC, Agent: Jack Fehrmann, 5904 County Road J, Oconto, WI.
- 9) Riverside Shell, 1010 S. Broadway Street, submitted by Riverside Shell LLC, Agent: Michael Schilawski, 2789 Kenlar Circle, Green Bay, WI.
- 10) Scheuring Road Mobil Mart, 1620 Lawrence Drive, submitted by Scheuring Road Mobil Mart, LLP, Agent: Scott Hendricks, 649 Harvest Winds Court, De Pere, WI.
- 11) Scheuring Shell, 1511 Lawrence Dr., submitted by GCS Holdings of De Pere LLC, Agent: Daniel J. Pamperin, 396 Talus Ct., De Pere, WI.
- 12) Voyageur Shell, 302 N. Broadway Street, submitted by Voyageur Shell LLC, Agent: Jacob P. Anderson, 1570 Waterford Court, Green Bay, WI.
- 13) Walgreens #10235, 901 Main Avenue, submitted by Walgreen Co., Agent: Debra Jean Finendale, 3174 Carnoustie Way, New Franken, WI.
- 14) Walmart #5090 (Supercenter), 1415 Lawrence Drive, submitted by Wal-Mart Stores East, LP, 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) Gyro Kabobs, 337 Main Avenue, submitted by Gyro Kabobs III LLC, Agent: Mohammad Mirhashemi, N1862 Lily of the Valley Ct., Greenville, WI.
- 3) Luna Café and Roastery, 330 Main Avenue, submitted by Luna Coffee LLC, Agent: Mark Patel, 4351 Creamery Road, De Pere, WI.
- 4) Pizza Hut, 400 Reid Street, Unit M, submitted by PH Hospitality Group LLC, Agent: Jeff Adamick, 3052 Saybrook Circle, Green Bay, WI.

CLASS "C" WINE

- 1) Pizza Hut, 400 Reid Street, Unit M, submitted by PH Hospitality Group LLC, Agent: Jeff Adamick, 3052 Saybrook Circle, Green Bay, WI.

CLASS "B" BEER & "CLASS B" LIQUOR

- 1) The Abbey, 303 Reid Street, submitted by HC Gemini, Inc., Agent: Kerry J. Counard, 332 Grandeur Oaks Court, De Pere, WI.
- 2) Baba Louies, 419 Main Ave., submitted by Kropp Enterprises, Inc., Agent: James J. Kropp, 883 Richborough Rd., Green Bay, WI.

- 3) Bilotti's Pizza Garden, 111-113 N. Broadway St., submitted by Dan-Cer, Inc., Agent: Marc N. Bilotti, 636 N. Adams, De Pere, WI.
- 4) Buddha's Still, 363 Main Avenue, submitted by Chanmina LLC, Agent: Randall S. De Greef, 6728 Ridge Royale Drive, Greenleaf, WI.
- 5) Caliente La Fiesta Mexicana, 623 George Street, submitted by Caliente, Inc., Agent: Greg De Cleene, 236 Crestview Lane, De Pere, WI.
- 6) Chateau De Pere/Cafe Chanson, 201 James Street, submitted by Harp & Eagle, LTD, Agent: Maria Hackbarth, 1203 North Avenue, Sheboygan, WI.
- 7) Drift Inn, 1535 N. Ashland Ave., submitted by Al Chris LLC, Agent: Gail M. Kozlovsky, 4900 Sportman Dr., De Pere, WI.
- 8) El Maya Mexican Restaurant, 1620 Lawrence Dr., submitted by El Azteca Restaurants, Inc., Agent: Fe Montalvo, 1808 Vandenberg Ln., Kaukauna, WI.
- 9) El Presidente Mexican Bar & Grill, 500 Main Avenue, Ste. B, submitted by El Presidente Mexican Restaurant LLC, Agent: Antonio Sandoval, 4017 E. Appleview Drive, Appleton, WI.
- 10) Gallagher's Pizza, 330 Reid Street, submitted by Gallagher's Pizza, Inc., Agent: Kevin Osadjan, 3217 W. Twin Pines Court, Green Bay, WI.
- 11) George Street Café, 614 George Street, submitted by George Street Café LLC, Agent: Amy J. Dunbar, 520 Lande Street, De Pere, WI.
- 12) Honey Hole II, 413 Main Avenue, submitted by Honey Hole II LLC owned by Gary Drew, Agent: Gary L. Drew, 426 Aloysius Court, De Pere, WI.
- 13) Keweenaw Pub & Pasta, 368 Main Avenue, submitted by Keweenaw Pub, Inc., Agent: Casey Hawkinson, 368 Main Ave., Apt. 1, De Pere, WI.
- 14) Legends Brewhouse & Eatery, 875 Heritage Road, submitted by JPG, Inc., Agent: Greg De Cleene, 236 Crestview Lane, De Pere, WI.
- 15) McGeorge's Pub, 415 George St., submitted by George Street Bar LLC owned by Leslie Conard, Agent: Leslie M. Conard, 2769 Humboldt Rd., Green Bay, WI.
- 16) Nicky's Lionhead Tavern and Grill, 331 Main Ave., submitted by Nickys Inc., Agent: Thomas M. Nick, 5029 Edgewater Beach Rd., Green Bay, WI.
- 17) Old No. 7, 121 N. 10th St., submitted by Hoffman Investments, Inc., Agent: Raymond Hoffman, 1140 Aldrin St., De Pere, WI.
- 18) Pasquales International Café, 305 Main Ave., submitted by Pasquales II De Pere LLC, Agent: Christine A. Bricco, 5918 Mary's Rd., New Franken, WI.

- 19) Pomodoro Italian Restaurant, 101 Ft. Howard Avenue, submitted by Pomodoro Restaurant & Pizza of De Pere, Inc., Agent: Jeremiah Clearwater, 2263 Samantha St., #24, De Pere, WI.
- 20) 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.
- 21) Replay Sports Bar and Grill, 1731 Fort Howard Avenue, submitted by Bryan M. Vander Bloomen, 1334 Sand Acres Dr., De Pere, WI.
- 22) St. Norbert College, 100 Grant Street, submitted by St. Norbert College, Agent: Terrie DuBois, 729 Bascom Way, Green Bay, WI.
- 23) S.A.L.T., 401 Main Avenue, submitted by S.A.L.T. LLC., Agent: William J. Schleis, 2509 Sheridan Drive, Green Bay, WI.
- 24) Sidekicks Bar & Grill, 930 Main Avenue, submitted by DKG Entertainment LLC, Agent: Denise A. Gajeski, 846 Elm Street, De Pere, WI.
- 25) Studio 132, 132 S. Broadway St., submitted by Studio 132 LLC owned by Leah Michaletz, Agent: Leah Michaletz, 628 Karl St., Green Bay, WI.
- 26) Sympatico, 617 Birch St., submitted by Quincy's Restaurant LLC, Agent: Patrick R. Murphy, 617 ½ Birch Street, De Pere, WI.
- 27) 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.
- 28) The Black Boot, 100 S. Broadway Street, #50, submitted by Skylark Enterprises LLC owned by Patricia Tiedemann, Agent: Patricia Tiedemann, 603 S. Michigan Street, De Pere, WI.
- 29) The Longbranch, 334 Main Avenue, submitted by The Cover LLC, Agent: Paul William Huss, 2514 Turnbury Road, Green Bay, WI.
- 30) The Vault, 127 N. Broadway Street, submitted by The Vault of De Pere, Inc., Agent: James H. Constine, Jr., 127 N. Broadway St., De Pere, WI 54115
- 31) The Green Room, 353 Main Ave., submitted by Green Room Theatre LLC, Agent: Michael T. Eserkaln, 224 Ft. Howard Avenue, De Pere, WI.
- 32) The Landing Bar and Grill, 1605 Ft. Howard Ave., Suite C, submitted by The Landing Bar & Grill LLC owned by James Vandeyacht, Agent: James J. Vandeyacht, 1463 Sunset Beach Rd., Suamico, WI.
- 33) Union Hotel, 200 N. Broadway Street, submitted by Union Hotel Corporation, Agent: Mary Boyd, 302 Legion Court, De Pere, WI.

RESERVE CLASS "B" BEER & "CLASS B" LIQUOR

1. Firehouse Bar & Grill, 338 Main Avenue, submitted by WJM Enterprise LLC, Agent:
Michael John Wilmet, 2524 Bittersweet Avenue, Green Bay, WI.
2. La Vie Boheme, 421 George Street, Ste. 101, submitted by La Vie Boheme LLC, Agent:
Doreen M. Martin, 502 Lewis Street, De Pere, WI.

May 14, May 15, and May 16 2014

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

MEETING DATE: May 20, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Recommendation from the License Committee on a request for a premises description change for Pubhaus at 600, 600 George Street, De Pere.

ATTACHMENTS:

- 05-20-14 PREMISE DESCRIPTION CHANGE PUBHAUS (PDF)

PREMISE DESCRIPTION CHANGE

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning May 21 20 14 ;
ending June 30 20 14 ;TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- Pubhaus at 600 LLC
-
- owned by Bobbi Schroeder

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>President</u>	<u>Bobbi Lee Schroeder</u>	<u>600 George St</u>	<u>De Pere WI 54115</u>
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent		<u>Bobbi Schroeder</u>		
Directors/Managers				

3. Trade Name
- Pubhaus at 600
- Business Phone Number
- 920 339 5100
-
4. Address of Premises
- 600 George St
- Post Office & Zip Code
- De Pere WI 54115

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

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
- bar, dining rooms, garage, basement, kitchen, storage areas & cafe area: 9'3" x 100' on Michigan St. & 3' x 30' on George St

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

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?
- ☒
- Yes
- ☐
- No
-
- (b) If yes, under what name was license issued?
- Pubhaus at 600

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

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

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 15th day of May, 20 14[Signature]
(Clerk/Notary Public)[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

My commission expires May 31, 2015

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

TO BE COMPLETED BY CLERK

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation from Finance Committee to Accept Donation from De Pere Christian Outreach, Delores Lemke and Jules Bader to Police Department

The police department has received three unsolicited donations from two sources and is seeking acceptance from the Finance/Personnel Committee.

The first donation is from Delores Lemke in the sum of \$500. She has earmarked the donation for the use by the police canine program.

The second donation is from Jules and Marjorie Bader in the sum of \$50. This is an undesignated donation and will be deposited in the general donations account of the police department.

The third donation is from the De Pere Christian Outreach in the sum of \$2,000. This donation has been identified for purchasing a Surface Pro 2 tablet computer for detectives for around \$800 and the remaining amount to be used for defense and arrest tactics equipment.

Please accept these donations. If there any questions please contact me at your convenience at 339-4075.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation from Finance Committee to Replace Police Department Computers

Microsoft has stopped supporting the Windows XP operating system as of April 2014. There is significant global concern that security breaches could occur because of the lapse in support. As such, Brown County recently implemented a Security Policy requiring all computers connected to the county system to meet a minimum of Windows 7 operating system. This new requirement applies to all shared systems used by the City, including the Public Safety software systems. In order to comply with the new Security Policy and maintain access to critical information sharing systems, we need to ensure all computer systems are operating with a minimum operating system of Windows 7.

The Police Department is requesting \$32,450 for the replacement of Windows XP computers used throughout the department and the patrol vehicles. The Department maintains 33 actively assigned computers throughout the department. The majority of desktop computers cannot simply be upgraded due to hardware incompatibility. The Mobile Data Computers (MDC) currently used in the patrol vehicles need to be replaced entirely as the existing hardware is not Windows 7 compatible. Replacing the computers will eliminate other somewhat related ongoing issue with the automated vehicle locator (GPS) signals being inconsistent and/or intermittent, and/or incorrect. The replacement of these devices will resolve this safety issue.

Of the 25 computers needing replacement or upgrading, 10 desktop units will be replaced with surplus desktop's not being used elsewhere in the City. The Department will therefore need to purchase 7 new desktop and 7 new MDC computers.

The cost of replacing 7 New Desktop's and upgrading one XP unit to Windows 7 is approximately \$6,650.00. The cost of the 7 New Mobile Computers is approximately \$25,800.00.

We will be replacing the current MDC Panasonic Toughbook CF-30's with a Panasonic Semi-rugged CF-53 at a cost savings of \$10,500.00 versus the CF-30 cost for the 7 mobile units. Panasonic CF-53 and associated docking station equipment are on State Contract pricing (sales quote attached).

The county deadline to have our systems installed or upgraded is August 31, 2014, in order to maintain operational functionality. It is critical we meet this deadline, and is the main reason we bring this forward now and not during the budget sessions. This was an unforeseen event with Microsoft and with the County.

We are requesting a total allocation of \$32,450.00 from undesignated reserves in order to meet these requirements.

Thank you for your consideration. If you have any questions, please contact me at 339-4075, or Kerry Krueger at 339-4083 at your convenience.

ATTACHMENTS:

- Sales Quote (PDF)



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FGDP122	3179564	4/22/2014

BILL TO:
CITY OF DE PERE
335 S BROADWAY

SHIP TO:
CITY OF DE PERE
Attention To: PETER SMITH
335 S BROADWAY

Accounts Payable
DE PERE , WI 54115-2593

DE PERE , WI 54115-2593
Contact: KERRY
KRUEGER 920.339.4083

Customer Phone #920.339.4050

Customer P.O. # FGDP122 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
KEVIN NEUMANN 877.500.3113		FEDEX Ground	NET 30-VERBAL	GOVT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3268339	BTO PAN I5-3340M 500GB 4GB W7P Mfg#: CF-53SWLC8LM Contract: National IPA Technology Solutions 130733	2,449.49	2,449.49
1	3172398	PAN EMISSIVE BACKLIT KB F/CF-53MK3 Mfg#: CF-WKB5338M Contract: Wisconsin Counties Association	225.88	225.88
1	3262037	PANASONIC 4GB SODIMM FOR TOUGHBOOK Mfg#: CF-WMBA1304G Contract: Wisconsin Counties Association	98.50	98.50
1	1706189	CDW HARDWARE INSTALL FOR DT-NB-PRT Mfg#: HWINSTALLDTLTPRT Contract: National IPA Technology Solutions 130733	11.38	11.38
		SUBTOTAL		2,785.25
		FREIGHT		0.00
		TAX		0.00
				US Currency
TOTAL				2,785.25

Attachment: Sales Quote (2204 : PD Recommendation)

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.752.3566

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 20, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from the Finance Committee regarding Holidays During Summer Hours.

As you recall, the City will have different hours from Memorial to Labor Day to try and better meet the needs of the community. During that time two holidays are observed, Memorial Day and July 4th. Employees receive 8 hours of paid time off for each holiday.

We discussed with City management how these two holidays should be handled to ensure we are keeping the same office hours during the holiday week, while still ensuring employees are keeping with their regular pay schedule (i.e. 40 hours per week).

Below is what was suggested:

Memorial Day- Memorial Day is always on a Monday and Mondays are either an 8.5 or 9 hour workday. On Memorial Day, employees are only paid for 8 hours. Therefore, during that week employees will need to make up that extra ½ hour or 1 hour of time sometime during that week to keep their total work hours the same.

July 4th-The 4th of July will vary from year to year the day of the week it falls. Some years it will fall (or be observed) on a Monday-Thursday, which will be an 8.5 or 9 hour workday. However, some years, like this year, it will fall (or be observed) on a Friday, which is a shortened work day for employees. Therefore, if employees work 8.5 or 9 hours Monday-Thursday and are paid 8 hours for the 4th of July on the Friday, they would have more than 40 hours of pay that week. We would then need to pay overtime to hourly employees. Therefore, the recommendation is to close earlier the day prior to the 4th of July when it falls (or is observed) on a shortened workday. When it falls (or is observed) Monday - Thursday, employees will need to make up the extra ½ hour or 1 hour.

This would mean that this year City Hall would close at 12:30 p.m. on July 3rd. The Community Center would close at 2:30 p.m. on July 3rd given they stay open later on Fridays.

If you have any questions, please feel free to call me at 339-4045.

Thank you.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from Finance Committee regarding 2014-2015 Insurance Liability Policy Renewals.

We have been working with our broker, Arthur J. Gallagher & Co. on the City's liability policy renewals for the upcoming year which is in June each year. Listed below are the 2013/2014 expiring premiums, and the 2014/2015 renewal premiums.

Liberty Mutual Expiring Premiums

Policy	2013/2014 Renewal Premiums	2014/2015 Renewal Premiums Liberty Mutual	2014/2015 Renewal Premiums EMC
Workers Compensation	278,659	273,425	262,663
Terrorism Charge - WC		(1,984)	(2,976)
WC premium subject to dividend		271,441	259,687
Est. WC dividend		4% (\$10,858)	20% (\$51,937)
Business Auto	58,489	65,482	61,337
General Liability	45,214	54,580	40,075
General Liability-Line Spur	1,427	3,736	2,533
Law Enforcement Liability	25,556	30,764	18,941
Umbrella	9,253	11,362	13,243
Umbrella Liability-Line Spur	2,552	2,552	2,020
Boiler and Machinery Equipment Breakdown	6,101	6,363	Included in Property Coverage
AJG Fee	-	-	34,206
Total	\$427,251	\$448,264	\$435,018

ACE Expiring Premiums

Policy	2013/2014 Renewal Premiums	2014/2015 Renewal Premiums ACE	2014/2015 Renewal Premiums EMC
Public Officials	\$17,701	\$19,118	\$10,251

LGPIF Expiring Premiums

Policy2013/2014 Renewal Premiums2014/2015 Renewal Premiums LGPIF2014/2015 Renewal Premiums EMC			
Commercial Property	41,700	50,690	35,605
Inland Marine	Included in Property Coverage	Included in Property Coverage	6,836
Total	\$41,700	\$50,690	\$42,441

Hudson Insurance Company Expiring Premiums

Policy	2013/2014 Renewal Premiums	2014/2015 Renewal Premiums Hudson Ins. Co.
Railroad Protective Policy	\$750	\$750

Hanover Insurance Company Expiring Premiums

Policy2013/2014 Renewal Premiums2014/2015 Renewal Premiums Hanover Ins. Co.		
Crime Yearly premium is set for 3-year period (2013-2015)	\$1,076	\$1,076

ACE Expiring Premiums

Policy2013/2014 Renewal Premiums2014/2015 Renewal Premiums ACE		
Cyber Liability	\$10,927	\$11,585

Grand Total	\$499,405	\$531,483	\$501,121
Grand Total with Dividends	\$485,564	\$520,625	\$449,184

We went out for bids on all lines of coverage again this year like last year. This year I am recommending changing carriers for the lines of coverage we currently insure through Liberty

Mutual, ACE, and LGPIF. Changing to EMC we would save \$28,362 and up to \$71,441 with the dividends.

Our workers compensation premium is to subject to a dividend program being offered by both Liberty Mutual and EMC. Simply put our workers compensation premium will be reduced after the end of the policy period once the carrier we select declares a dividend. Please keep in mind that dividends cannot be guaranteed but both carriers have always declared a dividend when one was being offered. The dividend being offered by our incumbent carrier, Liberty Mutual, is 4% of their workers compensation premium minus the charge for terrorism coverage, this equates to an estimated **\$10,858 credit**. The dividend being offered by EMC is 20% of their workers compensation premium minus the charge for terrorism coverage, this equates to an estimated **\$51,937 credit**. My recommendation is to move the workers compensation coverage to EMC, which is supported by our broker Arthur J Gallagher & Co.

I contacted other public sector entities that use EMC and all were very pleased with the service they were receiving from them. Our broker, Arthur J. Gallagher, has worked with EMC in the past and agrees that this would be a beneficial move for the City to make.

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Fire Department

FROM: Diane Yashinsky

SUBJECT: Recommendation from the Finance Committee regarding donation from BayCare Health Systems.

ATTACHMENTS:

- Donation memo for Finance & Council meeting (PDF)



De Pere Fire Rescue

Memo

To: Finance and Personnel Committee
From: Jeffrey Roemer
Date: May 6, 2014
Re: Donation from BayCare

The Fire Department recommends the approval of a donation in the amount of \$1,275.20 from BayCare Health Systems to purchase two(2) Cyanokits. These kits detect cyanide in the air at a fire or after a fire during the salvage and investigation process.

This donation is very important to keeping our residents and firefighters safe.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award for Project 14-05 Sidewalk, Curb, and Concrete Pavement Repair to Al Dix Concrete Inc. For \$140,773.00.

The Engineering Department received bids for Project 14-05 Sidewalk, Curb, and Concrete Pavement Repair on May 1, 2014. This work is for maintenance of sidewalk, curb and concrete pavement. Concrete work will also be performed under this contract at VFW Park Voyager Park, and Braisher Park. The bids received were as follows:

Bidder	Amount
Al Dix Concrete Inc.	\$140,773.00
Martell Construction, Inc.	\$150,541.00
Jim Fischer, Inc.	\$151,765.00
Fischer Ulman Construction Inc.	\$162,936.75
Sommers Construction Company Inc.	\$170,000.00

The budgeted amount is \$154,000. Funding will be \$146,000 from general obligation debt from the capital improvement program (\$25,000 of this is estimated to be assessed for repairs), and \$8,000 from the Park Department capital improvement fund.

The staff recommendation is to award the bid to Al Dix Concrete Inc. in the amount of \$140,773.00.

ATTACHMENTS:

- 14-05 BID TAB (PDF)

**PROJECT 14-05 SIDEWALK, CURB, AND CONCRETE PAVEMENT REPAIRS
BID TAB**



				BIDDER NO. 1 AL DIX CONCRETE INC.		BIDDER NO. 2 MARTELL CONSTRUCTION		BIDDER NO. 3 JIM FISCHER, INC.		BIDDER NO. 4 FISCHER-ULMAN CONSTRUCTION INC.		BIDDER NO. 5 SOMMERS CONSTRUCTION CO. INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT
STREET & DRAINAGE - VARIOUS													
SD-01	Remove and Replace Doweled 8" Concrete Pavement High-Early Strength	SY	775	\$ 55.00	\$ 42,625.00	\$ 60.00	\$ 46,500.00	\$ 60.00	\$ 46,500.00	\$ 66.00	\$ 51,150.00	\$ 75.00	\$ 58,125.00
SD-02	Remove and Replace Doweled 9" Concrete Pavement High-Early Strength	SY	230	\$ 58.00	\$ 13,340.00	\$ 63.00	\$ 14,490.00	\$ 62.00	\$ 14,260.00	\$ 68.00	\$ 15,640.00	\$ 85.00	\$ 19,550.00
SD-03	Remove and Replace Doweled 10" Concrete Pavement High-Early Strength	SY	25	\$ 62.00	\$ 1,550.00	\$ 75.00	\$ 1,875.00	\$ 64.00	\$ 1,600.00	\$ 70.00	\$ 1,750.00	\$ 90.00	\$ 2,250.00
SD-04	Remove and Replace 6" Concrete Driveway, Sidewalk and Ramps	SY	365	\$ 49.50	\$ 18,067.50	\$ 50.40	\$ 18,396.00	\$ 48.00	\$ 17,520.00	\$ 40.00	\$ 14,600.00	\$ 56.00	\$ 20,440.00
SD-05	Remove and Replace 4" Concrete Sidewalk	SY	150	\$ 47.25	\$ 7,087.50	\$ 45.00	\$ 6,750.00	\$ 45.00	\$ 6,750.00	\$ 48.60	\$ 7,290.00	\$ 45.00	\$ 6,750.00
SD-06	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	435	\$ 15.00	\$ 6,525.00	\$ 10.00	\$ 4,350.00	\$ 26.00	\$ 11,310.00	\$ 30.00	\$ 13,050.00	\$ 15.00	\$ 6,525.00
SD-07	Remove and Replace 24" Concrete Curb and Gutter	LF	235	\$ 26.00	\$ 6,110.00	\$ 32.00	\$ 7,520.00	\$ 26.00	\$ 6,110.00	\$ 30.00	\$ 7,050.00	\$ 30.00	\$ 7,050.00
SD-08	Remove and Replace 30" Concrete Curb and Gutter	LF	20	\$ 28.00	\$ 560.00	\$ 33.00	\$ 660.00	\$ 28.00	\$ 560.00	\$ 34.00	\$ 680.00	\$ 35.00	\$ 700.00
SD-09	Install New 6" Concrete Sidewalk and Ramps	SY	35	\$ 38.25	\$ 1,338.75	\$ 44.00	\$ 1,540.00	\$ 45.00	\$ 1,575.00	\$ 47.60	\$ 1,666.00	\$ 55.00	\$ 1,925.00
SD-10	Install New 4" Concrete Sidewalk	SY	170	\$ 34.20	\$ 5,814.00	\$ 38.50	\$ 6,545.00	\$ 43.20	\$ 7,344.00	\$ 39.60	\$ 6,732.00	\$ 45.00	\$ 7,650.00
SD-11	Unclassified Common	CY	35	\$ 20.00	\$ 700.00	\$ 12.00	\$ 420.00	\$ 40.00	\$ 1,400.00	\$ 14.00	\$ 490.00	\$ 14.00	\$ 490.00
SD-12	Crushed Aggregate Base Course 3/4 Inch	TON	100	\$ 20.00	\$ 2,000.00	\$ 15.00	\$ 1,500.00	\$ 14.00	\$ 1,400.00	\$ 16.00	\$ 1,600.00	\$ 13.00	\$ 1,300.00
SD-13	Drilled Tie Bars	EA	410	\$ 6.00	\$ 2,460.00	\$ 7.00	\$ 2,870.00	\$ 5.00	\$ 2,050.00	\$ 6.50	\$ 2,665.00	\$ 6.00	\$ 2,460.00
SD-14	Drilled Dowel Bars	EA	400	\$ 9.00	\$ 3,600.00	\$ 12.00	\$ 4,800.00	\$ 11.00	\$ 4,400.00	\$ 10.50	\$ 4,200.00	\$ 10.00	\$ 4,000.00
SD-15	Detectable Warning Field (Yellow)	EA	7	\$ 230.00	\$ 1,610.00	\$ 240.00	\$ 1,680.00	\$ 212.00	\$ 1,484.00	\$ 240.00	\$ 1,680.00	\$ 200.00	\$ 1,400.00
STREET AND DRAINAGE (SIDEWALK REPAIR AREA)													
SD-16	Remove and Replace 6" Concrete Sidewalk and Ramps	SY	60	\$ 43.65	\$ 2,619.00	\$ 48.00	\$ 2,880.00	\$ 39.00	\$ 2,340.00	\$ 49.75	\$ 2,985.00	\$ 56.00	\$ 3,360.00
SD-17	Remove and Replace 4" Concrete Sidewalk	SY	425	\$ 41.85	\$ 17,786.25	\$ 45.00	\$ 19,125.00	\$ 38.80	\$ 16,490.00	\$ 46.75	\$ 19,868.75	\$ 45.00	\$ 19,125.00
SD-18	Detectable Warning filed (Yellow)	EA	6	\$ 230.00	\$ 1,380.00	\$ 240.00	\$ 1,440.00	\$ 212.00	\$ 1,272.00	\$ 240.00	\$ 1,440.00	\$ 200.00	\$ 1,200.00
SPECIAL CONSTRUCTION													
SC-01	Remove and Replace Inlet/Catch Basin	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00	\$ 2,000.00	\$ 4,000.00	\$ 2,200.00	\$ 4,400.00	\$ 1,650.00	\$ 3,300.00
SC-02	Adjust Inlets/Manholes	EA	8	\$ 200.00	\$ 1,600.00	\$ 450.00	\$ 3,600.00	\$ 425.00	\$ 3,400.00	\$ 500.00	\$ 4,000.00	\$ 300.00	\$ 2,400.00
		Total Amount Bid			\$ 140,773.00		\$ 150,541.00		\$ 151,765.00		\$ 162,936.75		\$ 170,000.00

Attachment: 14-05 BID TAB (2192 : Recommendation from the BOPW Award for Project 14-05 Sidewalk,

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award the Project 14-03 Sewer Lining - CIPP contract to Visu-Sewer Inc. For \$247, 510.75.

The Engineering Department received bids on Project 14-03 - Pipe Lining-CIPP on May 1, 2014. The project consists of pipe lining of deteriorated sewers at locations around the City. The bids received were as follows:

Bidder	Amount
Visu-Sewer, Inc.	\$247,510.75
Insituform Technologies USA, Inc.	\$257,534.20
Michels Corporation	\$364,725.00

The budgeted amount from the capital improvement budget is \$266,000. Funding will be \$266,000 from the sewage revenue fund. The staff recommendation is to award the bid Visu-Sewer, Inc. in the amount of \$247,510.75.

ATTACHMENTS:

- 14-03 Bid Tab(PDF)

PROJECT 14-03 SEWER LINING

BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				VISU-SEWER		INSITUFORM TECH USA, INC.		MICHELS CORPORATION	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	8” CIPP – Seventh Street	LF	1262	\$24.25	\$30,603.50	\$25.40	\$32,054.80	\$27.00	\$34,074.00
SP-02	8” CIPP – St. Joseph Street	LF	1285	\$24.25	\$31,161.25	\$27.40	\$35,209.00	\$27.00	\$34,695.00
SP-03	8” CIPP – Silver Street	LF	1014	\$24.25	\$24,589.50	\$24.70	\$25,045.80	\$30.00	\$30,420.00
SP-04	8” CIPP –Knoll Terrace	LF	415	\$24.25	\$10,063.75	\$31.60	\$13,114.00	\$33.00	\$13,695.00
SP-05	12-Inch CIPP - Easement (West Side Fox River Interceptor)	LF	375	\$32.25	\$12,093.75	\$36.40	\$13,650.00	\$57.00	\$21,375.00
SP-06	18-Inch CIPP – Easement (West Side Fox River Interceptor)	LF	2046	\$52.50	\$107,415.00	\$52.10	\$106,596.60	\$102.00	\$208,692.00
SP-07	Internal Grouting	LF	12	\$532.00	\$6,384.00	\$537.00	\$6,444.00	\$502.00	\$6,024.00
SP-08	Internal CIPP Spot Repair	LF	10	\$2,520.00	\$25,200.00	\$2,542.00	\$25,420.00	\$1,575.00	\$15,750.00
	TOTAL BID				\$247,510.75		\$257,534.20		\$364,725.00

Attachment: 14-03 Bid Tab (2191 : Recommendation from the BOPW to Award of Project 14-03 Sewer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Provide Traffic Control for the Azure Contemporary Fashion & Accessories Fashion Night Out Event on September 5, 2014.

Azure Contemporary Fashion & Accessories is requesting the City's street department provide traffic control for their Fashion Night Out Event on September 5th. (See attached request)

The estimated costs for the street department to set up and take down the traffic control for this event is as follows:

Labor:

2 Employees two (2) hours regular time for set up:

2 - Employees	\$25.69 x 4 hours	\$	102.76
40% Fringe Benefit	\$10.28 x 4 hours	\$	41.12

2 Employees two (2) hours over time for take down:

2 - Employees	\$25.69 x 1.5 x 4 hours	\$	154.14
40% Fringe Benefit	\$10.28 x 4 hours.	\$	41.12

Total Labor	\$	339.14
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Equipment:

1 Ton Dump Trucks four (4) hours	\$10.62 x 4 hrs.	\$	42.48
1 - Trailer for four (4) hours	\$10.70 x 4 hrs	\$	42.80

Total Equipment	\$	85.28
-----------------	----	-------

TOTAL	\$	424.42
-------	----	--------

As indicated above, the total costs of the donation for the traffic control is \$424.42. Staff has the resources to provide the traffic control. The City provided the same service last year and would recommend providing the same service again this year at no charge.

ATTACHMENTS:

- Azure Request 042814 (PDF)

Azure Contemporary Fashion & Accessories
Shanna Zeitler
113 N. Wisconsin Street
De Pere, WI 54115
April 28, 2014

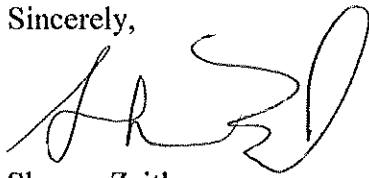
City of De Pere
Public Works
Scott Thoresen
925 S. 6th Street
De Pere, WI 54115

Dear City Council:

I am asking the public works department to donate their time to set up and remove the proper traffic barricades for our Fashion Night Out Event. The event will take place Friday September 5th between Azure Contemporary Fashion and Accessories (113 N. Wisconsin Street) and Sweetpeas Children's Clothier (106 N. Wisconsin St.).

This will be our fourth year hosting the event and we are excited to be partnering with The Golden House. All of the money raised in our "fashion" raffles will go directly to The Golden House, along with any items donated in our clothing drive. Most of the vendors who participate in this event graciously donate their time, this way we are able to give more back to the Golden House. I am asking the Public Works department to consider donating their time for such a great cause. The barricades will need to be set up promptly at 1pm and taken down when the event is over at 9pm. Thank you for your time and consideration.

Sincerely,



Shanna Zeitler
Owner

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-44, Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Wis. Stats. §66.0703 Storm Sewer Main and Laterals on CTH PP from 1330' South of Prosper Street to O'Keefe Road.

Brown County will be reconstructing CTH PP from Viking Lane to STH 32/57 in 2014. As part of the project, new storm sewer is being constructed and storm laterals being added to service property in the construction limits. The installation of storm laterals conforms to the City Municipal Code Section 26-5-5 which states that *“(a) Upon reconstruction of any street or any storm sewer main, where it is determined that storm sewer service lines have not been installed to each lot of record, such service line shall be installed in conjunction with such reconstruction. The location of such service line shall be as determined by the City engineer or designee.”* Assessments for these services shall be as provided in Code Section 13-7.

Property owners have been notified several times of this project including:

- December 3, 2013 - Brown County Public Information Meeting
- February 20, 2014 - Letter
- March 3, 2014 - City Public Information Meeting
- April 2, 2014 - Letter
- May 8, 2014 - Letter

Staff recommends the BOPW adopt the preliminary resolution and schedule a public hearing at the Common Council.

ATTACHMENTS:

- Reso14-44 (DOCX)
- Storm Sewer Assessment (PDF)
- CTHPP_Storm_ScheduleB_C_D (PDF)

RESOLUTION #14-44

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER WIS. STATS. §66.0703,
STORM SEWER MAIN AND LATERALS ON CTH PP FROM 1330' SOUTH OF PROSPER
STREET TO O'KEEFE ROAD

BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

1. That the Common Council hereby declares its intention to exercise its police powers and levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include storm sewer main and laterals. Said improvements shall be constructed and the properties benefiting there from are contained in the following described areas or abutting streets:

STORM SEWER MAIN AND LATERALS – CTH PP

West side of CTH PP from 1330' south of Prosper Street to O'Keefe Road

2. The total assessed against such districts shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on each unit for Storm Sewer and Laterals.

3. The assessments against any parcel shall be paid as follows:
 - (a) In cash within 30 days of invoice; or
 - (b) In ten (10) annual installments, together with interest on the unpaid balance at the Common Council established rate in effect on the date the final Resolution levying such assessments is adopted; or
 - (c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.

4. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:
 - (a) Preliminary plans and specifications for said improvements;
 - (b) An estimate of the entire cost of the proposed improvements;
 - (c) A schedule of the proposed assessments;
 - (d) A statement that the property against which the assessments are proposed is benefited.

After compiling such report, the Director of Public Works is directed to file a copy thereof in the City Clerk-Treasurer's office for public inspection.

5. Upon receiving the report of the Board of Public Works, the Clerk-Treasurer is directed to give a Class I notice of public hearing on such report as specified in Wis. Stats. §66.60. The hearing shall be held in the Common Council Chambers of the City Hall at a time set by the Clerk-Treasurer in accordance with the aforementioned statutory provision.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-44 (2187 : Resolution #14-44, Preliminary Resolution for Special Assessment for CTH PP Storm Sewer)

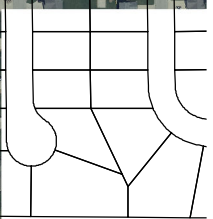
STORM SEWER ASSESSMENT AREA

O'KEEFE ROAD

HERITAGE ROAD

PROSPER STREET

COUNTY HIGHWAY PP



Storm Sewer
Assessment

Project:
14-01

March, 2014
By: SRL

Packet Pg. 64



1 inch = 500 feet

Engineering Division
925 S. 6TH ST.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

SCHEDULE B
CTH PP - STORM SEWER
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
May 6, 2014

STORM SEWER MAIN AND LATERALS (Assessed at 29.7%)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable 29.70%	Non-Assessable 70.30%
608.0412	Storm Sewer Pipe Reinforced Concrete CL IV	205	\$52.00 LF	\$10,660	\$3,166	\$7,494
608.0415	Storm Sewer Pipe Reinforced Concrete CL IV	200	\$58.00 LF	\$11,600	\$3,445	\$8,155
608.0418	Storm Sewer Pipe Reinforced Concrete CL IV	80	\$78.00 LF	\$6,240	\$1,853	\$4,387
608.0430	Storm Sewer Pipe Reinforced Concrete CL IV	80	\$106.00 LF	\$8,480	\$2,519	\$5,961
611.0612	Inlet Covers, Type C	3	\$350.00 EA	\$1,050	\$312	\$738
611.0615	Inlet Covers, Type F	2	\$1,200.00 EA	\$2,400	\$713	\$1,687
611.0624	Inlet Covers, Type H	8	\$520.00 EA	\$4,160	\$1,236	\$2,924
611.2006	Manholes 6-ft Diameter	3	\$4,200.00 EA	\$12,600	\$3,742	\$8,858
611.3230	Inlets, 2'x3'	8	\$1,450.00 EA	\$11,600	\$3,445	\$8,155
611.3253	Inlets, 2.5'x3'	2	\$1,400.00 EA	\$2,800	\$832	\$1,968
SPV.0090.04	Storm Sewer Pipe PVC 10-Inch	120	\$48.00 LF	\$5,760	\$1,711	\$4,049
Sub-Total				\$77,350	\$22,973	\$54,377
Contingency				\$3,868	\$1,149	\$2,719
Technical, Legal, and Administration				\$15,470	\$4,595	\$10,875
Total Estimated Cost				\$96,688	\$28,716	\$67,971
Total Estimated Project Cost				\$96,688		

SCHEDULE C
PROPOSED ASSESSMENT RATES
May 6, 2014

ASSESSMENT RATE CALCULATIONS

FRONT FOOT CALCULATION

Improvement	Unit Type	Assessable Footage	Total Cost (Assessable)	
Storm Sewer	LF	3254.59	\$28,716	\$8.82

PROBABLE PROJECT FINANCING - Storm Sewer

Description	Units	Cost/ Unit	Total
Storm Sewer Main and Lateral Assessment	3254.89 LF	\$8.82	\$28,719
Storm Sewer Main and Lateral By Brown County and Ledgerview	3254.89 LF	\$20.88	\$67,971
Total Estimated Project Cost			\$96,690

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS
 LOCATION - CTH PP - 1330' SOUTH OF PROSPER STREET TO O'KEEFE ROAD

COST PER UNIT - STORM SEWER

\$8.82
 (STORM SEWER PER
 ASSESSABLE FRONT
 FOOT)

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	LOT FRONTAGE	CORNER LOT EXEMPTION	ASSESSABLE FRONTAGE	TOTAL ASSESSMENT
ANCHORBANK FSB C/O COLLIERS INTNL 1243 N TENTH ST #300 MILWAUKEE WI 53205-2559	1302 S BROADWAY ST ED-F0103-6	300.13	140	160.13	\$1,412.35
YONDER DEVELOPMENT LLC 860 O'KEEFE ROAD DE PERE WI 54115-2463	1314 S BROADWAY STREET ED-F0103-7	257.21	140	117.21	\$1,033.79
JPG ENTERPRISES LLC 875 HERITAGE ROAD DE PERE WI 54115-3148	875 HERITAGE ROAD ED-F0103-1	372.63	140	232.63	\$2,051.80
ROBERT A & LESLIE SHADE 265 BEAU RIVAGE CT DE PERE, WI 54115	890 HERITAGE RD ED-F0099-1	137.84	82.7	55.14	\$486.33
BARRY D & MARQUERITE A GRUNWALD 1131 S VAN BUREN ST GREEN BAY WI 54301-3241	1750 S BROADWAY STREET ED-F0099-2	137.07	0	137.07	\$1,208.96
BARRY D & MARQUERITE A GRUNWALD 1131 S VAN BUREN ST GREEN BAY WI 54301-3241	1758 S BROADWAY STREET ED-F0100	275.29	0	275.29	\$2,428.06
VALLEY CABINET 845 PROSPER ST DE PERE WI 54115-3103	STH 32 ED-F0101	577.23	0	577.23	\$5,091.17
VALLEY CABINET 845 PROSPER ST DE PERE WI 54115-3103	845 PROSPER STREET ED-F0102	634.58	140	494.58	\$4,362.20
DONALD AND KAY VAN STRATEN REVOCABLE TRUST P.O. BOX 163 DE PERE WI 54115-0163	850 PROSPER STREET ED-F0112	146.89	88.13	58.76	\$518.26
DONALD AND KAY VAN STRATEN REVOCABLE TRUST P.O. BOX 163 DE PERE WI 54115-0163	ED-F0113	93.13	0	93.13	\$821.41
CAROLYN FOSICK FAMILY TRUST 800 EASTLINE ROAD KAUKAUNA WI 54130	1910 S. BROADWAY STREET ED-F0114	92.71	0	92.71	\$817.70
DON J ROFFERS 2750 WAYSIDE ROAD GREENLEAF WI 54126-9661	1920 S. BROADWAY STREET ED-F0116	208.43	0	208.43	\$1,838.35

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS
 LOCATION - CTH PP - 1330' SOUTH OF PROSPER STREET TO O'KEEFE ROAD

COST PER UNIT - STORM SEWER

\$8.82
 (STORM SEWER PER
 ASSESSABLE FRONT
 FOOT)

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	LOT FRONTAGE	CORNER LOT EXEMPTION	ASSESSABLE FRONTAGE	TOTAL ASSESSMENT
WILLIAM E AND MARGARET ANN GREENFIELD 618 EMILIE STREET GREEN BAY WI 54301-3207	1930 S. BROADWAY STREET ED-F0115	85.42	0	85.42	\$753.40
DAVID L AND MARY L RITCHIE 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117	141.03	0	141.03	\$1,243.88
VALLEY PROPERTIES 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117-1	525.83	0	525.83	\$4,637.82
TOTAL		3985.42	730.83	3254.59	\$28,705

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-45, Preliminary Resolution Declaring Intention to Exercise Special Assessment Powers Under Wis. Stats. §66.0703 Sidewalk on CTH PP from 1330' South of Prosper Street to Heritage Road.

Brown County will be reconstructing CTH PP from Viking Lane to STH 32/57 in 2014. As part of the project, new sidewalk is being proposed throughout the project. Brown County participates in the cost of the sidewalk with 50/50 cost sharing for sidewalk on one side of the street. The City and Ledgeview have worked together to identify the sidewalk along the project corridor. The sidewalk is proposed along the west side of CTH PP from Viking Lane to Heritage Road and on the east side of CTH PP from Heritage Road to Cook Street.

Survey of Property Owners

Staff has had discussions with property owners, as well as sending out a survey in the area to gather input on the sidewalk. While the majority of property owners being assessed by the project are opposed to the sidewalk, the majority of property owners responding to the survey near the Altmayer Elementary School are in favor of the sidewalk. As of the date of this memo, the summary of results to the survey is as follows:

	In Favor	Opposed	Neutral
Property Owners Assessed	0	3	0
Property Owners Near Altmayer	47	26	3
Total	47	29	3

A summary of responses along with a map identify the location of responses has been included.

Facility Need

CTH PP is an arterial street. Streets identified as arterial are those with higher traffic volumes in the City. For high volume facilities, it is important to provide facilities for pedestrians. A map has been included identifying the arterials in the City, along with those that have sidewalk (green) and those that do not (red). As can be seen on the map, the majority of streets that have been urbanized (curb and gutter versus ditches), have sidewalk. The two exceptions of this are Lawrence Drive and Heritage Road. Sidewalk is planned for Lawrence Drive, south of

Scheuring Road in the near future. Sidewalk was proposed for Heritage Road in 2011, but not approved by the Board. The primary reason was that this sidewalk did not connect to other facilities at that time.

Sidewalk is now being proposed along CTH PP from Cook Street to Viking Lane. While there will still be a short gap to the south, the facility does provide connection to the north. Additionally, CTH PP does not include a parking lane. While the use of parking lanes is not recommended, at least Heritage Road and Lawrence Drive, north of Menards have parking lanes that are utilized by walkers due to a lack of sidewalk. CTH PP has a travel lane and bike lanes. It is not recommended to have a shared bike and pedestrian lane on a street.

Connectivity

The City has been a proponent of sidewalk and pedestrian friendly facilities. One important component to sidewalk is connectivity. The proposed sidewalk along CTH PP will provide future connectivity between the Altmeyer Elementary School and surrounding neighborhood to Optimist Park, and residential and commercial areas to the north.

A map has been included showing the existing sidewalk in the City. The majority of the City has sidewalk. As can be seen on the map, there is a significant gap in sidewalk between the residential development occurring by the Altmeyer Elementary School, and the remainder of De Pere to the north. The only pedestrian connection between the two facilities is the Fox River Trail. Several opponents to the sidewalk have stated that this should be sufficient for pedestrian use. There are two primary issues with utilizing the Fox River Trail as the only connection. First, the Fox River Trail is not maintained in the winter. Therefore, there are times during the year when the trail is not usable for pedestrians. Second, the Fox River Trail is not lit and fairly secluded which can raise safety concerns for pedestrians.

CTH PP Speed Concerns

Speed has been stated as a reason why pedestrians will not feel comfortable walking on a sidewalk on CTH PP. The present speed on CTH PP is 45 mph. The County is planning to reduce the speed limit to 35 mph upon completion of the project.

Summary

In addition to the items discussed above, the City Municipal Code addresses the installation of sidewalk in the City. Sec. 22-5. *Construction and repair of streets and sidewalks*, of the Code states the following:

(d) Sidewalks required constructed. Sidewalks shall be constructed according to the specifications as set forth in subsection (b) of this section. The board of public works shall, at least annually, review those areas where sidewalks have not been constructed to determine the need for such construction for the safety of all citizens and recommend to the common council the installation of sidewalks in such areas. In reviewing the need for such construction of sidewalks, the board and common council shall consider the following factors: thoroughfares, connector streets, connection with public facilities such as schools and parks, pedestrian and vehicular safety and topographic consideration. Upon such recommendation the common council may require installation pursuant to Wis. Stats. § 66.0907.

Sidewalk along CTH PP conforms to the requirements of the Code in that it provides pedestrian facilities on an arterial street, which would be considered a connector street, provides future connections with public facilities (Altmayer Elementary School and Optimist Park), and pedestrian and vehicular safety.

Property owners along CTH PP have been notified several times of this project including:

- December 3, 2013 - Brown County Public Information Meeting
- February 20, 2014 - Letter
- March 3, 2014 - City Public Information Meeting
- April 2, 2014 - Letter
- April 25, 2014 - Letter (Sidewalk Survey)
- May 8, 2014 - Letter

Staff recommends the BOPW adopt the preliminary resolution and schedule a public hearing at the Common Council.

ATTACHMENTS:

- Reso14-45 (DOCX)
- Sidewalk Assessment (PDF)
- CTHPP_Sidewalk_ScheduleB_C_D (PDF)
- Public Comment Map_5-8-14 (PDF)
- Arterial Sidewalk Map (PDF)
- SidewalkLocations (PDF)
- City_CompPlan (PDF)
- CTHPP Survey Results (PDF)
- CTHPP Project Area (PDF)

RESOLUTION #14-45

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER WIS. STATS. §66.0703,
SIDEWALK ON CTH PP FROM 1330' SOUTH OF PROSPER STREET TO HERITAGE ROAD

BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere,
Wisconsin, as follows:

1. That the Common Council hereby declares its intention to exercise its police powers and levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include sidewalk. Said improvements shall be constructed and the properties benefiting there from are contained in the following described areas or abutting streets:

SIDEWALK – CTH PP

West side of CTH PP from 1330' south of Prosper Street to Heritage Road

2. The total assessed against such districts shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on each unit for Sidewalk.

3. The assessments against any parcel shall be paid as follows:
 - (a) In cash within 30 days of invoice; or
 - (b) In ten (10) annual installments, together with interest on the unpaid balance at the Common Council established rate in effect on the date the final Resolution levying such assessments is adopted; or
 - (c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.
4. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:
 - (a) Preliminary plans and specifications for said improvements;
 - (b) An estimate of the entire cost of the proposed improvements;
 - (c) A schedule of the proposed assessments;
 - (d) A statement that the property against which the assessments are proposed is benefited.

After compiling such report, the Director of Public Works is directed to file a copy thereof in the City Clerk-Treasurer's office for public inspection.
5. Upon receiving the report of the Board of Public Works, the Clerk-Treasurer is directed to give a Class I notice of public hearing on such report as specified in Wis. Stats. §66.60. The hearing shall be held in the Common Council Chambers of the City Hall at a time set by the Clerk-Treasurer in accordance with the aforementioned statutory provision.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

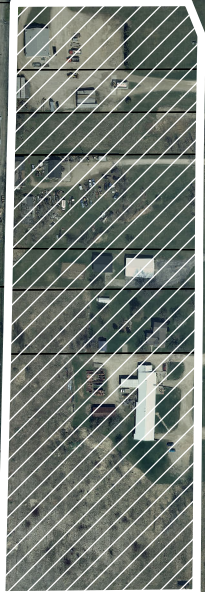
Attachment: Reso14-45 (2188 : Resolution #14-45, Preliminary Resolution for Special Assessment for Sidewalk on CTH PP)

SIDEWALK ASSESSMENT AREA

HERITAGE ROAD

COUNTY HIGHWAY PP

PROSPER STREET



1 inch = 420 feet



Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

Sidewalk Assessment

Project:
14-01

March, 2014
By: SRL

Packet Pg. 74

Attachment: Sidewalk Assessment (2188 : Resolution #14-45, Preliminary Resolution for Special Assessment for Sidewalk on CTH PP)

SCHEDULE B
 CTH PP - SIDEWALK
 ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
 May 6, 2014

SIDEWALK CONSTRUCTION - 4" CONCRETE (Assessed at 50%)

No.	Item	Cost per SF	Cost per LF (5' Width)	Assessable	Non-Assessable
305.0110	3/4" Base Course (4" Depth, 7' Width)	\$0.48	\$2.40	\$1.20	\$1.20
602.0405	Concrete Sidewalk 4-Inch	\$2.75	\$13.75	\$6.88	\$6.88
Sub-Total			\$16.15	\$8.08	\$8.08
Contingency			\$0.81	\$0.40	\$0.40
Technical, Legal, and Administration			\$3.23	\$1.62	\$1.62
Total Estimated Cost Per Foot			\$20.19	\$10.09	\$10.09
Total Estimated Project Cost Per Foot			\$20.19		

SIDEWALK CONSTRUCTION - 8" CONCRETE (Assessed at 50%)

No.	Item	Cost per SF	Cost per LF (5' Width)	Assessable	Non-Assessable
305.0110	3/4" Base Course (6" Depth)	\$0.52	\$2.60	\$1.30	\$1.30
602.0425	Concrete Sidewalk 8-Inch	\$4.35	\$21.75	\$10.88	\$10.88
Sub-Total			\$24.35	\$12.18	\$12.18
Contingency			\$1.22	\$0.61	\$0.61
Technical, Legal, and Administration			\$4.87	\$2.44	\$2.44
Total Estimated Cost Per Foot			\$30.44	\$15.22	\$15.22
Total Estimated Project Cost Per Foot			\$30.44		

SCHEDULE C
PROPOSED ASSESSMENT RATES
 May 6, 2014

ASSESSMENT RATE CALCULATIONS

FRONT FOOT CALCULATION

Improvement	Total Cost (Assessable)
4" Concrete Sidewalk	\$10.09
8" Concrete Sidewalk	\$15.22

PROBABLE PROJECT FINANCING - 4" Sidewalk

Description	Units	Cost/ Unit	Total
Assessable Sidewalk Cost	1 LF	\$10.09	\$10.09
Sidewalk Cost By Brown County	1 LF	\$10.09	\$10.09
Total Estimated Project Cost			\$20.19

PROBABLE PROJECT FINANCING - 8" Sidewalk

Description	Units	Cost/ Unit	Total
Assessable Sidewalk Cost	1 LF	\$15.22	\$15.22
Sidewalk Cost By Brown County	1 LF	\$15.22	\$15.22
Total Estimated Project Cost			\$30.44

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
PRELIMINARY ASSESSMENTS
TYPE OF IMPROVEMENT: SIDEWALK
LOCATION - CTH PP - 1330' SOUTH OF PROSPER STREET TO HERITAGE ROAD
May 6, 2014

COST PER UNIT - SIDEWALK

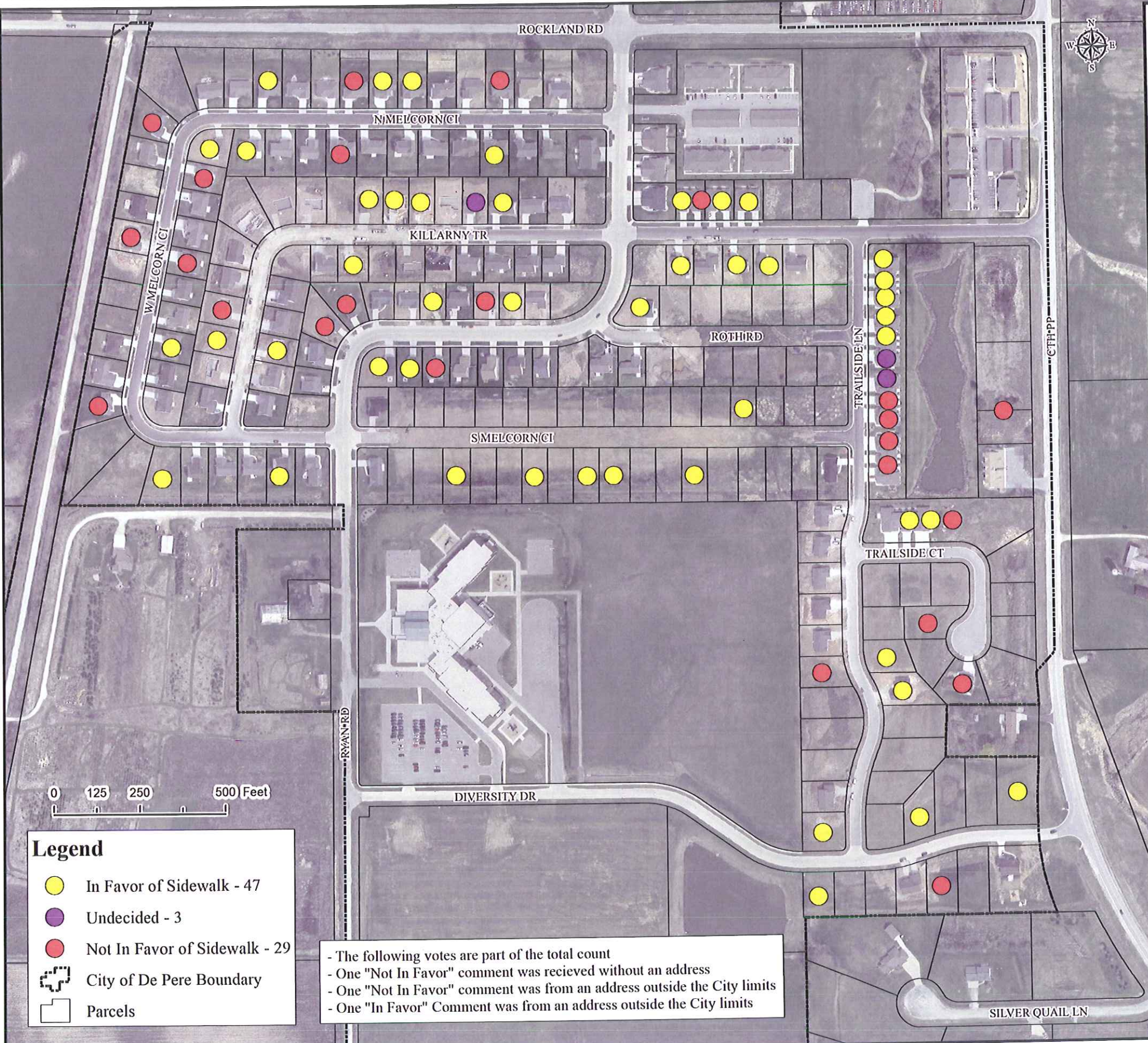
\$10.09
(PER FRONT FOOT - 4"
DEPTH)

\$15.22
(PER FRONT FOOT - 8"
DEPTH)

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	LOT FRONTAGE	SIDEWALK ASSESSMENT-4"		SIDEWALK ASSESSMENT-8"		TOTAL ASSESSMENT
			UNIT	COST	UNIT	COST	
ROBERT A & LESLIE SHADE 265 BEAU RIVAGE CT DE PERE, WI 54115	890 HERITAGE RD ED-F0099-1	137.84	137.84	\$1,390.81	0	\$0.00	\$1,390.81
BARRY D & MARQUERITE A GRUNWALD 1131 S VAN BUREN ST GREEN BAY WI 54301-3241	1750 S BROADWAY STREET ED-F0099-2	137.07	111.07	\$1,120.70	26	\$395.72	\$1,516.42
BARRY D & MARQUERITE A GRUNWALD 1131 S VAN BUREN ST GREEN BAY WI 54301-3241	1758 S BROADWAY STREET ED-F0100	275.29	260.29	\$2,626.33	15	\$228.30	\$2,854.63
VALLEY CABINET 845 PROSPER ST DE PERE WI 54115-3103	STH 32 ED-F0101	577.23	515.23	\$5,198.67	62	\$943.64	\$6,142.31
VALLEY CABINET 845 PROSPER ST DE PERE WI 54115-3103	845 PROSPER STREET ED-F0102	634.58	599.58	\$6,049.76	35	\$532.70	\$6,582.46
DONALD AND KAY VAN STRATEN REVOCABLE TRUST P.O. BOX 163 DE PERE WI 54115-0163	850 PROSPER STREET ED-F0112	146.89	146.89	\$1,482.12	0	\$0.00	\$1,482.12
DONALD AND KAY VAN STRATEN REVOCABLE TRUST P.O. BOX 163 DE PERE WI 54115-0163	ED-F0113	93.13	59.13	\$596.62	34	\$517.48	\$1,114.10
CAROLYN FOSICK FAMILY TRUST 800 EASTLINE ROAD KAUKAUNA WI 54130	1910 S. BROADWAY STREET ED-F0114	92.71	74.71	\$753.82	18	\$273.96	\$1,027.78
DON J ROFFERS 2750 WAYSIDE ROAD GREENLEAF WI 54126-9661	1920 S. BROADWAY STREET ED-F0116	208.43	186.43	\$1,881.08	22	\$334.84	\$2,215.92
WILLIAM E AND MARGARET ANN GREENFIELD 618 EMILIE STREET GREEN BAY WI 54301-3207	1930 S. BROADWAY STREET ED-F0115	85.42	68.42	\$690.36	17	\$258.74	\$949.10
DAVID L AND MARY L RITCHIE 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117	141.03	126.03	\$1,271.64	15	\$228.30	\$1,499.94
VALLEY PROPERTIES 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117	525.83	475.83	\$4,801.12	50	\$761.00	\$5,562.12
TOTAL		3055.45	2,761.45	\$27,863	294.00	\$4,475	\$32,337.71

CTH PP - SOUTH OF HERITAGE ROAD

RESIDENT COMMENTS RECIEVED VIA SIDEWALK COMMENT FORM REGARDING SIDEWALK INSTALLATION ALONG CTH PP



Legend

- In Favor of Sidewalk - 47
- Undecided - 3
- Not In Favor of Sidewalk - 29
- City of De Pere Boundary
- Parcels

- The following votes are part of the total count
- One "Not In Favor" comment was recieved without an address
- One "Not In Favor" comment was from an address outside the City limits
- One "In Favor" Comment was from an address outside the City limits





CITY OF DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST.
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

TITLE:
SIDEWALK COMMENT
MAP

PROJECT:
CTH PP
RECONSTRUCTION

DATE: 5/8/2014
BY: BAW
CHECKED:



Sidewalks Along Arterial Roads

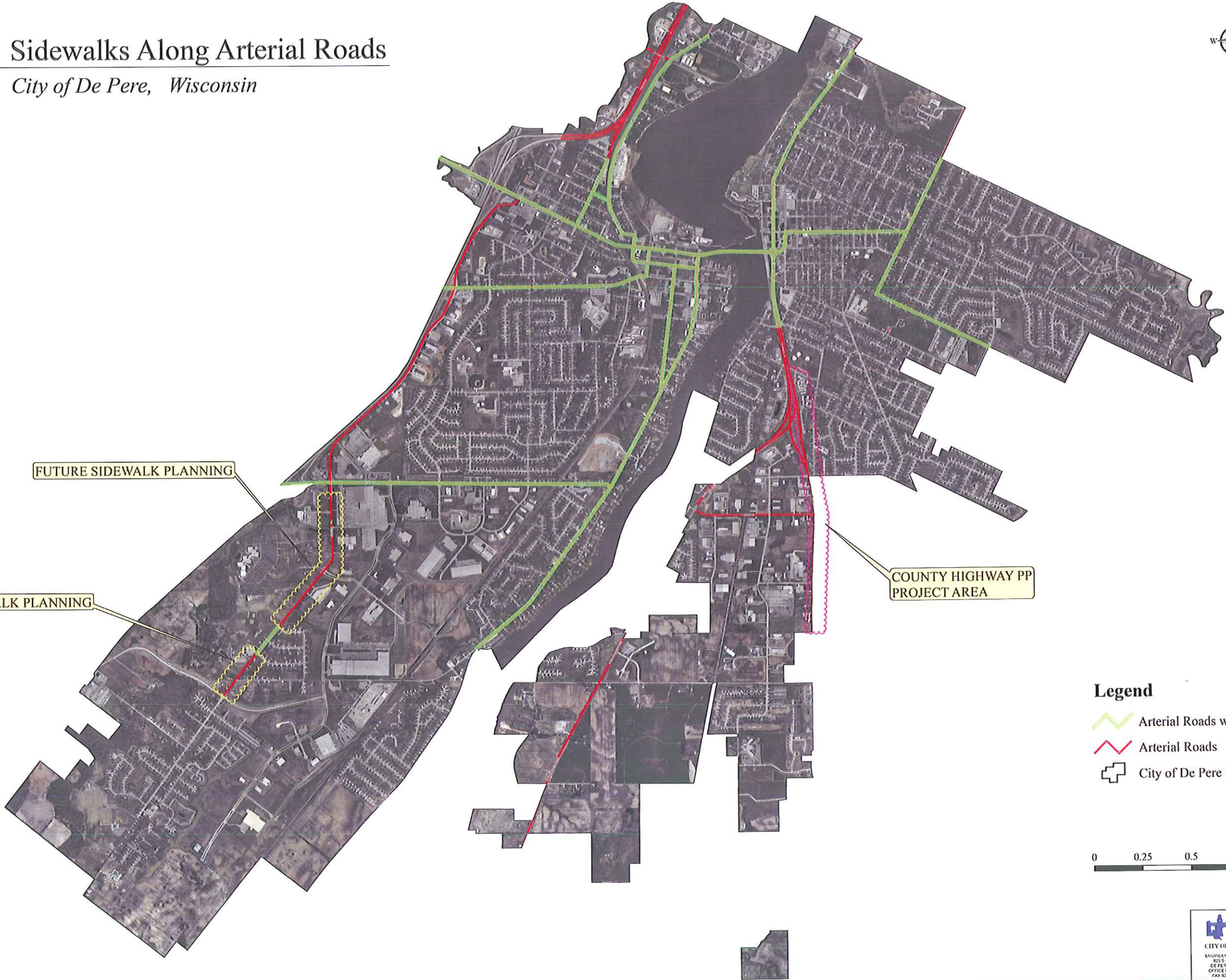
City of De Pere, Wisconsin



FUTURE SIDEWALK PLANNING

FUTURE SIDEWALK PLANNING

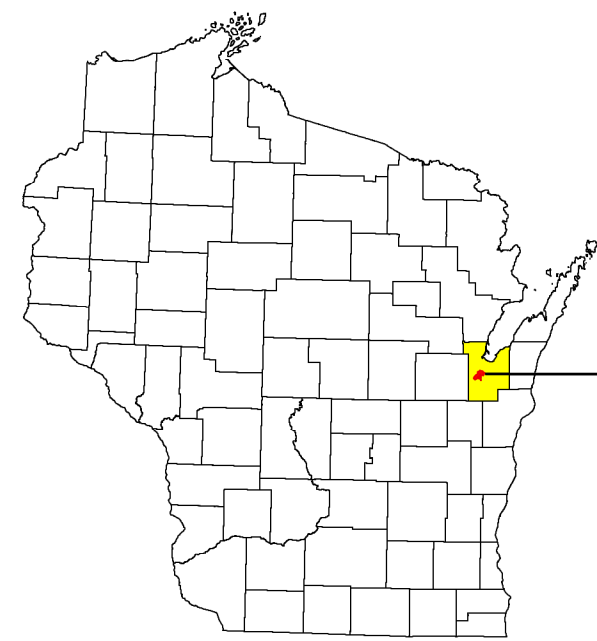
COUNTY HIGHWAY PP
PROJECT AREA



- Legend**
- Arterial Roads with Sidewalks
 - Arterial Roads
 - City of De Pere Boundary

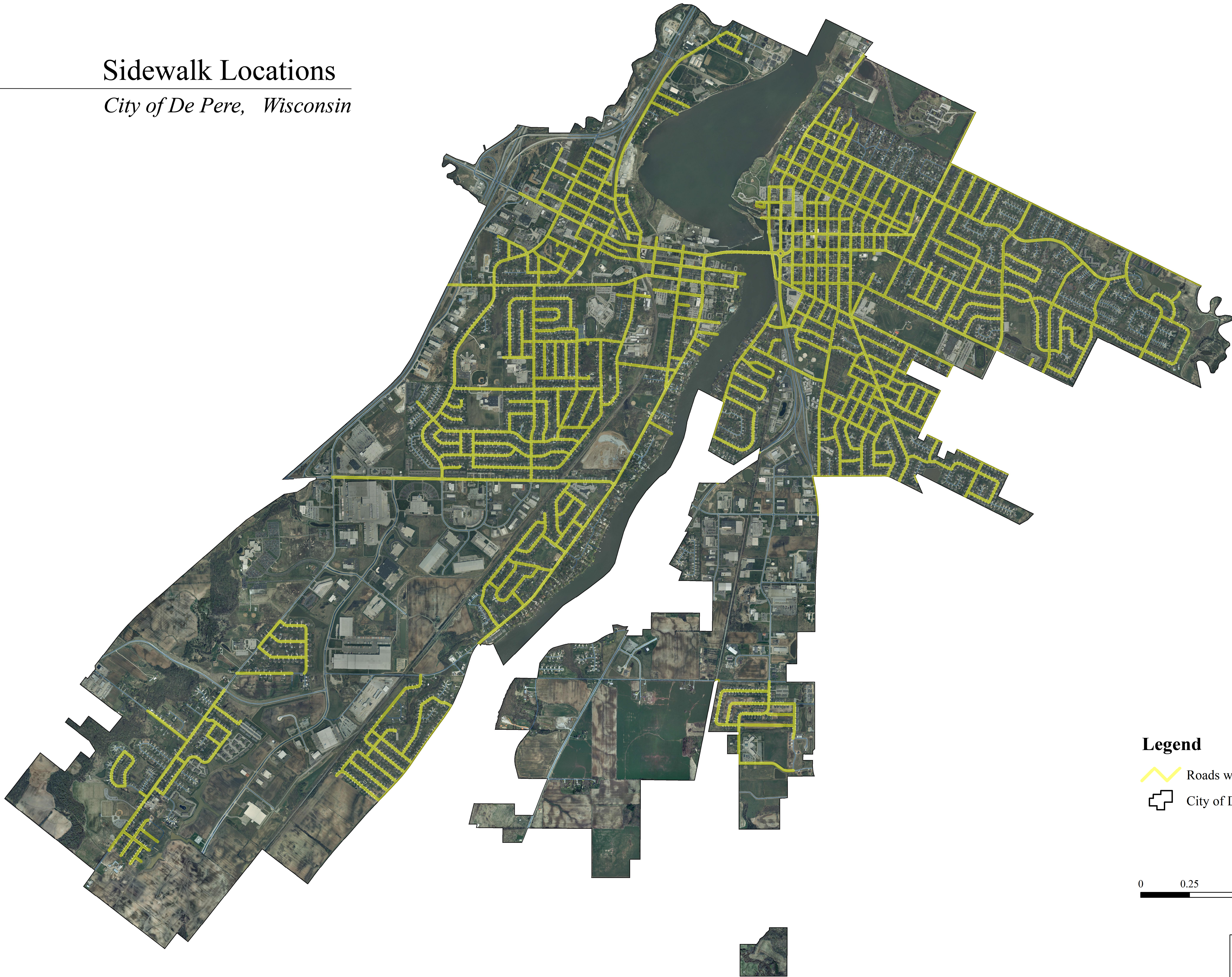
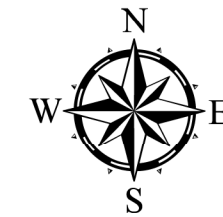


 CITY OF DE PERE ENGINEERING DIVISION 902 S. SIXTH ST. DE PERE, WI 54115 OFFICE 923.338.4561 FAX 923.338.4274	TITLE Transportation Classification
	PROJECT Sidewalk Exhibit
	DATE 4/21/2014
	BY EAH C-CHECKED



Sidewalk Locations

City of De Pere, Wisconsin



Legend

-  Roads with Sidewalks
-  City of De Pere Boundary



CITY OF DE PERE
ENGINEERING DIVISION
925 S. SIXTH ST.
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

TITLE:	Exhibit A
PROJECT:	Proposed Sidewalk
DATE:	4/21/2014
BY:	BAW
CHECKED:	

Pedestrian and Bicycle Facilities

De Pere currently has the most extensive pedestrian system and one of the most extensive bicycle systems in Brown County. For several years, the City has installed sidewalks along both sides of its streets unless the street is a cul-de-sac or industrial park road, and bicycle facilities can be found on major streets. De Pere also contains portions of the Fox River and East River Trails, and a local trail system is currently being developed on the west side of the City. These pedestrian and bicycle facilities complement the street system and transit routes that serve the community and provide safe and convenient access to schools, parks, businesses, and other destinations. The City's existing pedestrian and bicycle systems are shown in Figure 3-3.

Transit

De Pere is currently served by one Green Bay Metro fixed transit route and three limited service routes. The fixed route serves the east and west sides of the City, and the downtown area is served during the route's outbound and inbound trips. The fixed route provides hourly service during Metro's weekday and Saturday service periods. The City's fixed bus route is shown in Figure 3-4.

Specialized Transportation Services for the Elderly and Disabled (Paratransit)

De Pere's inclusion in the Green Bay Metro service area allows the City to be served by Metro's paratransit provider. Metro's paratransit service allows clients in De Pere to be picked up at their homes and taken directly to their destinations in vehicles that accommodate wheelchairs, scooters, and riders who do not require mobility devices. This service provides another transportation option to elderly and disabled De Pere residents who need assistance to reach medical appointments, grocery stores, and other destinations throughout the Metro service area. The paratransit service is also a means of enabling clients to reach Syble Hopp School and other agencies in De Pere.

Rail Transportation

De Pere currently contains one active freight rail line that runs along the west side of the Fox River (see Figure 3-1 for the line's location). This line currently serves Green Bay Packaging and some warehouses in the De Pere Business Park, and plans for the southwest portion of the City recommend establishing rail spurs to serve industrial land uses as these uses are developed near the line.

Figure 3-3
Pedestrian and Bicycle Facilities in De Pere
 City of De Pere, Brown County, WI

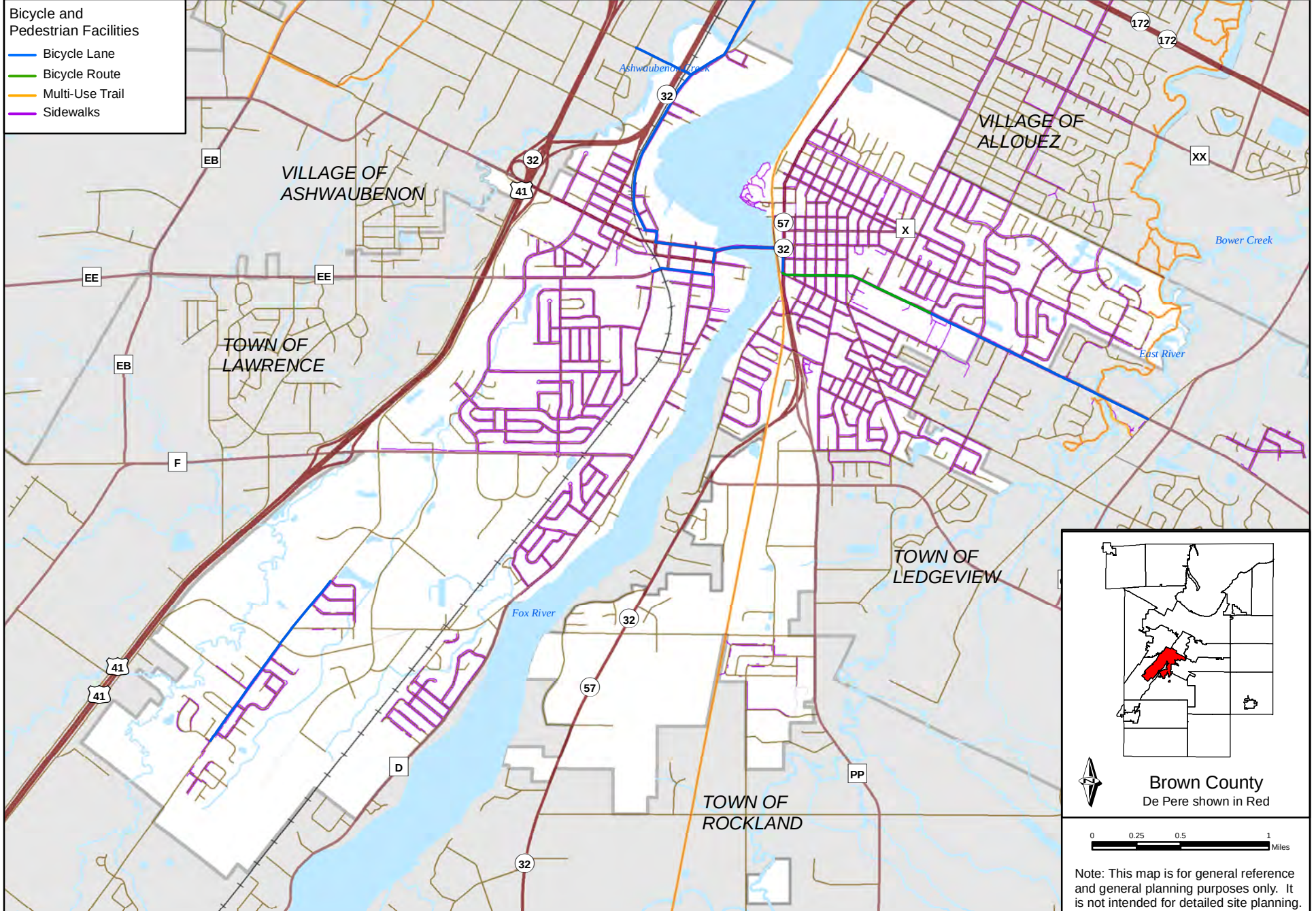
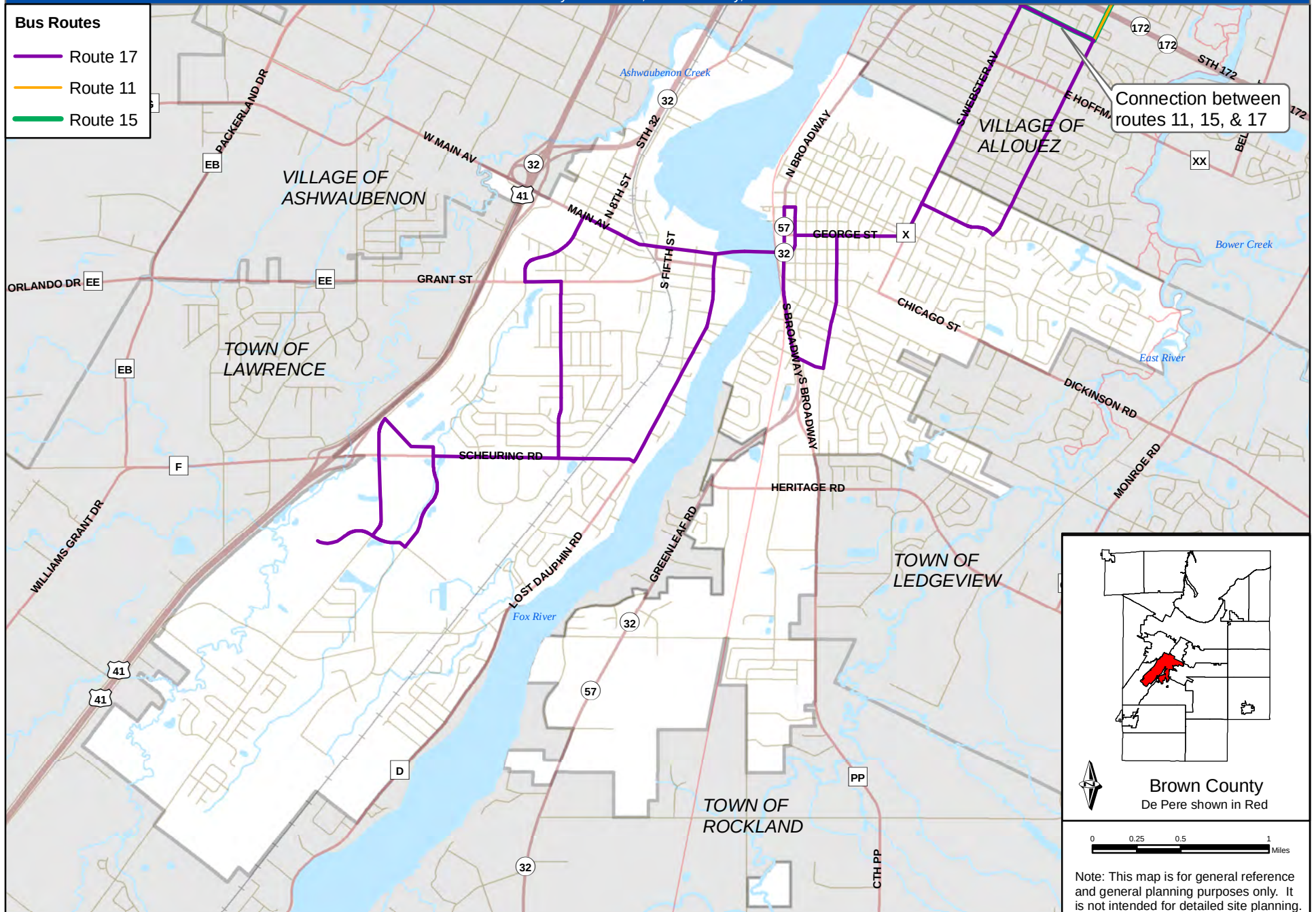


Figure 3-4
Green Bay Metro Fixed Route in De Pere
City of De Pere, Brown County, WI



Air Transportation

Austin Straubel International Airport is approximately three miles northwest of De Pere (see Figure 3-5 for the airport's location). Commercial service is currently provided by Northwest/Delta Airlines, American Eagle, United Express, and Midwest Connect. Charter service is provided by Executive Air and Tiletown Aviation. Air cargo service is provided by Northwest/Delta Airlines. The City's economy is not significantly affected by the airport at this time.

Truck Transportation

Truck traffic is relatively high in De Pere because the City contains large industrial and business parks and other developments that rely on heavy trucks. The Claude Allouez Bridge, STH 32/57, and the county highways in the City also attract several local and pass-through truck trips. Although most of the truck trips occur on the state and county highways, trucks occasionally need to travel on city streets to reach local businesses and other destinations.

Water Transportation

De Pere currently has docking or launch facilities at the Fox Point Boat Launch, Voyageur Park, Bomier Street Boat Launch, and the Perkofski Boat Landing, but this is the extent of the City's reliance on the river for commercial activity. The City also does not currently rely on the Port of Green Bay to import or export goods. The port's location is shown in Figure 3-5.

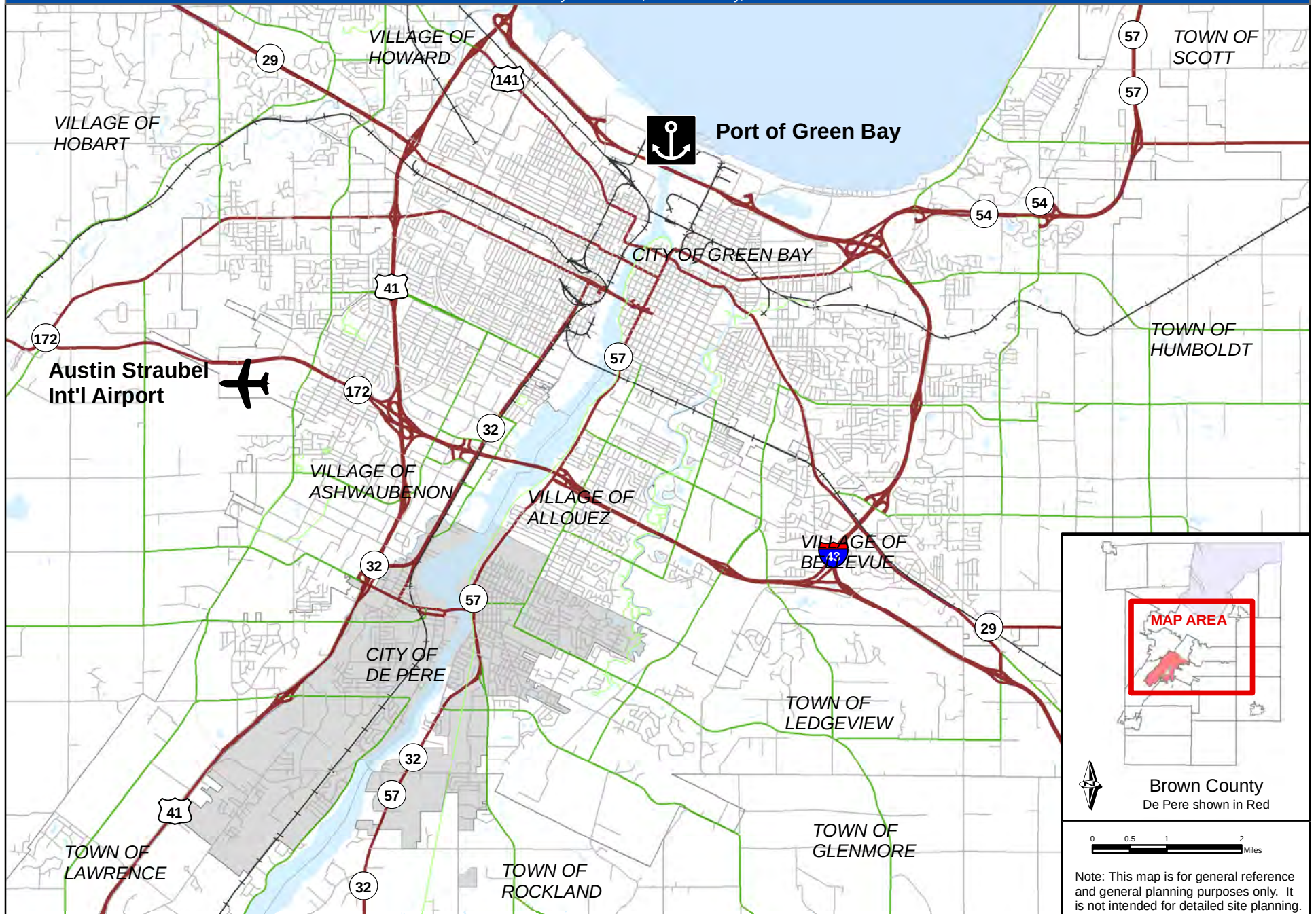
Future Transportation System

De Pere contains some areas where land uses are mixed and people can reach their destinations without a car, and the undeveloped and partially vacant parts of the City can accommodate additional higher density infill and adjacent development and redevelopment that includes a mix of residential, commercial, and institutional uses. This section of the Transportation Chapter identifies the major aspects of De Pere's transportation system and recommends methods of developing them over the next 20 years to create a more comprehensive intermodal transportation system. The chapter also discusses the land use patterns that should be promoted during this period to create this system.

Streets and Highways

De Pere currently has relatively few multi-lane streets, but some of the City's two-lane streets are still at least 40 feet wide. The City also contains some cul-de-sacs and long blocks that provide infrequent connections to intersecting streets (such as in the East River Drive, Lawrence Drive, and Ninth Street areas). In addition to being expensive to construct and maintain, the wide streets encourage people to drive rapidly through neighborhoods, school zones, and other areas where high speeds are not appropriate. The long blocks, cul-de-sacs, and separation of land uses in the newer portions of the

Figure 3-5
Port and Airport Facilities
City of De Pere, Brown County, WI



City also do more than encourage people to drive from place to place – they often force them to drive because other transportation modes are not practical.

To enhance everyone's ability to safely and efficiently navigate the City's transportation system with and without personal vehicles, the City needs to:

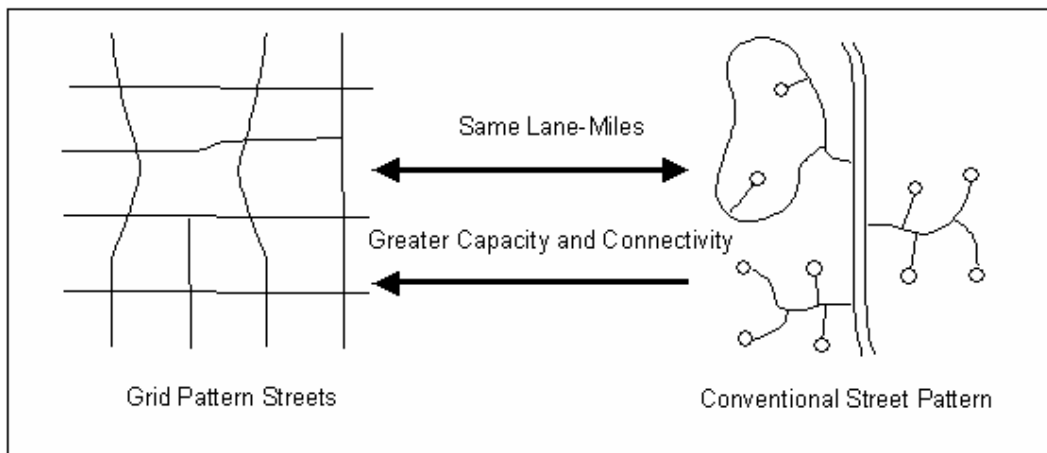
- Increase street connectivity and intersection frequency.
- Minimize barriers to pedestrian and bicycle travel and encourage people to drive at appropriate speeds.
- Improve accessibility and safety at intersections and other potential conflict points.

Methods of achieving these aims are addressed in this section.

Develop Well-Connected Street Networks

To enable and encourage people to walk and bicycle throughout the City and the adjacent communities, De Pere should require the development of well-connected street networks within new developments that have frequent connections to the existing street system. These kinds of street patterns will also provide motorists several route options and avoid concentrating traffic on relatively few streets. A comparison of well-connected and conventional street networks is shown in Figure 3-6.

Figure 3-6: Comparison of Well-Connected and Conventional Street Patterns



Although well-connected street patterns enable traffic to be distributed evenly, are very accessible to a variety of transportation system users, are easy for public works departments to plow and maintain, enable communities to create efficient sewer and water systems (that do not have several stubs), and provide efficient routes to incidents for fire departments and other emergency responders, situations will arise where streets cannot be connected due to physical or environmental constraints. The City should not allow cul-de-sacs and loop streets when constraints do not exist, but if constraints prohibit street connections, the City should allow the development of cul-de-sacs near the constraints. However, to maximize connectivity in these neighborhoods, the cul-de-sacs should have public rights-of-way or easements reserved at the bulbs to enable

pedestrians and bicyclists to travel throughout the area easily. This connectivity concept is discussed later in this chapter and in the plan's Bicycle and Pedestrian Safety Chapter.

Allow the Construction of Narrow Streets

The City currently requires local streets to be 32 feet wide, sub-collector streets to be 36 feet wide, and collector and arterial streets to be 44 feet wide. The rights-of-way for city streets are also typically at least 70 feet wide. However, these widths are often not necessary (especially in the City's neighborhoods) and force the City to maintain a significant amount of land that could instead be taxable property. To address this issue, the City's street width requirements should be changed to allow the construction of narrower streets. The City should also establish right-of-way width standards that do not require the acquisition of more right-of-way than necessary.

Define the Parking Areas of Streets

The parking areas of streets should be defined by curb extensions at many of the City's intersections. If a block is relatively long, extensions should also be placed at other points along the street. The curb extensions will prohibit drivers from using the parking lanes as passing or turning lanes at intersections and encourage people to drive slowly when parked vehicles are not present. The curb extensions will also minimize pedestrian crossing distances at the City's intersections. Pictures of curb extensions that were built along Fourth Street and Grant Street in De Pere are shown below, and this concept is addressed in greater detail in the plan's Bicycle and Pedestrian Safety Chapter.



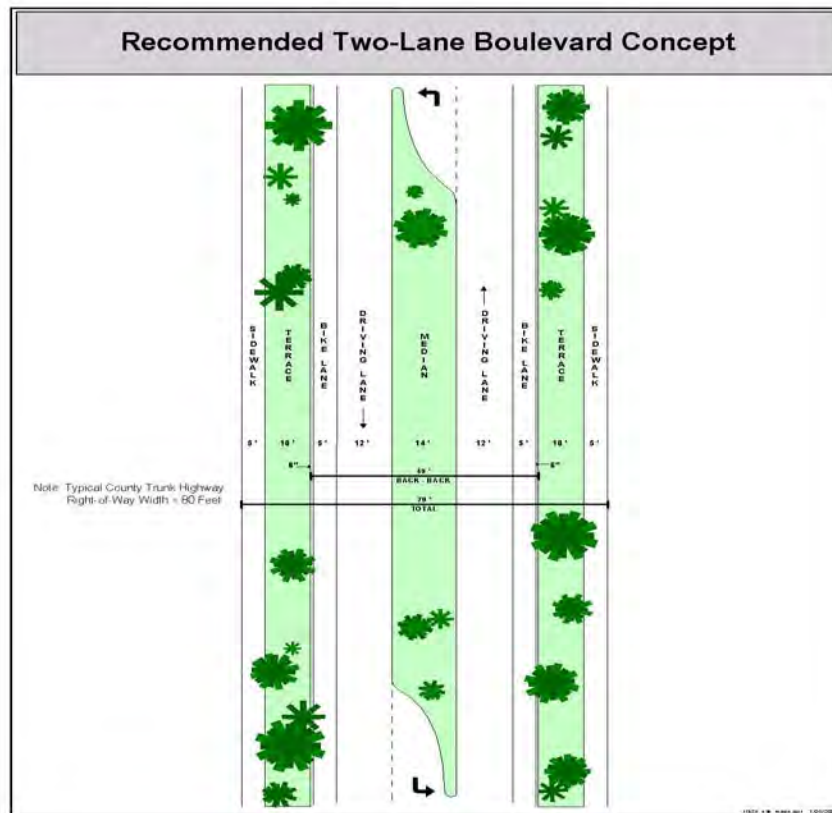
Curb extension on Fourth Street in De Pere.



Curb extension on Grant Street in De Pere.

Avoid Expanding Streets to Four or More Lanes

Although it is unlikely that most of the City's streets will be considered for widening in the future, two lane streets like Heritage Road and Grant Street might be seen as candidates for widening as traffic levels rise over the next 20 years. However, street widening has not proven to be an effective long-term method of relieving traffic congestion, so the City and Brown County should save the money that will be necessary to expand these streets and maintain their narrow configurations.



Source: Brown County Planning Commission.

One way to move traffic efficiently while minimizing barriers to pedestrian and bicycle travel and encouraging people to drive at appropriate speeds is the construction of a system of two-lane arterial boulevards and three-lane arterial streets that are complemented by an interconnected collector and local street system, mixed land uses, and efficient traffic control techniques at intersections. The street interconnectivity and mixing of land uses make walking and bicycling viable transportation options and help to avoid forcing traffic onto a system of relatively few large arterial streets. Building narrower arterial streets instead of the standard wide arterial streets will also make the City's thoroughfares more attractive.

These and similar design techniques were used by De Pere and Brown County when Chicago Street, Scheuring Road, and Lawrence Drive were reconstructed. These projects are examples of how the City and Brown County have chosen to promote multi-modal accessibility and neighborhood friendliness instead of the mere movement of motor vehicles through the community, and these and similar street design approaches should be used on the City's other major streets in the future.

Continue to Design Intersections to Maximize Safety and Accessibility

The City should continue to utilize street design techniques that reduce vehicle speeds, minimize the possibility of conflicts, and enhance traveler awareness to maximize

pedestrian, bicyclist, and motorist safety and accessibility at the City's intersections. Techniques that the City should continue to use include roundabouts, curb extensions at intersections, and other similar street design features. The narrower street widths recommended for the City will also help make intersections safer by controlling the speed of vehicles as they approach the intersections.



Claude Allouez Bridge roundabout.



Chicago/Swan roundabout.

Roundabouts in De Pere

There are currently seven single-lane roundabouts in De Pere, and the county's first multi-lane roundabout was built at the east end of the Claude Allouez Bridge in 2008. Because these roundabouts have proven to be safe, efficient, and attractive, the City should continue to work with the state, Brown County Planning Commission, and Brown County Highway Department to install roundabouts at and near the US 41 interchanges when the highway is reconstructed and to study the possibility of installing roundabouts at other intersections in De Pere. Some intersections that should be studied include:

- Heritage Road (CTH X) and CTH PP (a roundabout is planned for 2010).
- Ashland Avenue and Eighth Street (a roundabout is planned for 2010).
- Broadway and Cook Street.
- Scheuring Road and American Boulevard.
- Southbridge Drive at Lawrence Drive and American Boulevard (as recommended in the *Southwest De Pere Development Plan*).

The City should also investigate the installation of smaller neighborhood traffic circles at minor intersections throughout De Pere to calm traffic and enhance the appearance of neighborhoods.

Pedestrian and Bicycle Facilities

As mentioned in the Existing Transportation System section of this chapter, the City's extensive pedestrian and bicycle systems complement the street system and transit routes that serve the community and provide safe and convenient access to schools, parks,

businesses, and other destinations. As new development and redevelopment occurs over the next 20 years, it is important that the City continue to utilize many of the design concepts that have made De Pere easily accessible to drivers and non-drivers. To accomplish this, the City should:

- Continue to develop land use patterns that enable and encourage walking and bicycling.
- Continue to create a safe, continuous pedestrian system throughout the City.
- Enable people to easily reach developments in the City on foot or by bicycle.

Methods of achieving these aims are addressed in this section and are discussed in greater detail in the plan's Bicycle and Pedestrian Safety Chapter.

Mixing Land Uses Throughout the City

To enable and encourage people to make additional walking and bicycling trips in De Pere, the City should continue to implement the Land Use Chapter's recommendations for mixing land uses within the downtown and elsewhere to create destinations that can be easily reached by pedestrians and bicyclists. The additional mixing of residential, commercial, institutional, and recreational uses will enable people of all ages and physical abilities to travel from place to place without a motorized vehicle, which will significantly improve mobility for all City residents and minimize traffic on the existing street system. Examples of mixed land uses in De Pere and Green Bay are shown below.

Figure 3-7 compares a conventional land use and street pattern with a mixed land use and grid street pattern. The dotted circle on the diagram represents a 500-foot radius, which is a distance that most people feel comfortable walking. This diagram demonstrates that a greater number and variety of destinations are easily reachable on foot (and by bicycle) when land uses are mixed and streets are frequently interconnected. The benefits of street connectivity in neighborhoods are also illustrated in Figure 3-8, which demonstrates that a well-connected street system requires people to travel much shorter distances to reach their destinations than a system with few connections.

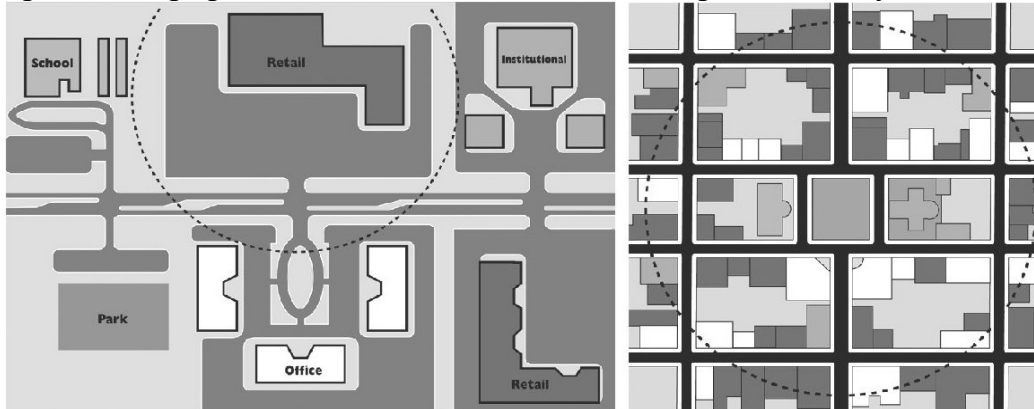


Dentist's office in a De Pere neighborhood.



Bakery in a Green Bay neighborhood.

Figure 3-7: Segregated Land Uses vs. Mixed Uses with High Connectivity



The older neighborhoods on the east and west sides of the Fox River have many of the characteristics of the high connectivity diagram on the right side of Figure 3-7, but some of the newer developments in the southwest and far east sections of the City resemble the diagram on the left side. The *Southwest De Pere Development Plan* that was prepared by the Brown County Planning Commission and accepted by the De Pere Common Council in May of 2003 recommends mixing land uses, maximizing connectivity, and implementing other accessibility techniques in this part of the City, but a significant number of stand-alone developments had already been built or approved before the development plan was started. To avoid this situation elsewhere as De Pere grows, the City should implement the Land Use Chapter's recommendations and require the creation of well-connected neighborhoods that contain sidewalks and, in some cases, trails.

Continuing to Develop a Comprehensive Sidewalk System

De Pere currently has the most comprehensive sidewalk system in Brown County, and this feature is likely one of the reasons that many people choose to live in De Pere. In addition to providing a place for people of all ages and physical abilities to travel safely, the City's sidewalks are a place for friends and neighbors to interact with each other, for children to play, and for commerce to occur. The sidewalks also provide the "street life" that helps to enhance neighborhood security. For these and other reasons, the City should continue to develop its sidewalk system as the community grows over the next 20 years by building sidewalks along both sides of public streets. The only situation where sidewalks should not be required on both sides of a street is when physical or environmental constraints exist. In these situations, sidewalks should be required on at least one side of the street. The City should also enhance pedestrian access within and near its business and industrial parks by installing sidewalks or trails along Heritage Road, Enterprise Drive, and other major streets. A trail system is currently being built within a portion of the west side business park, and a similar system should be constructed within the east side industrial park (in addition to the Fox River Trail) to provide a safe place for people to walk or bike when they travel to work, to the restaurants at the intersection of Heritage Road and CTH PP, and to other destinations.

PUBLIC COMMENT
CTH PP SIDEWALKS
SOUTH CITY LIMITS TO O'KEEFE ROAD

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
LeRoy Busche	2125 Trailside Ln		1		People walk and run in the road when there are sidewalks - no need - save money
Matt Behnke	2118 W. Melcorn Cir		1		What a waste of tax money - Fox River Trail is already available to get to town
BJD Properties LLC	2176 thru 2156 S Broadway		1		
W. Susan Jenquin	813 Killarny Trl		1		Because of the speed limit on CTH PP - too dangerous for sidewalk
Kathleen Guelzow	2175 Trailside Ln		1		There are only businesses along this area. Would the speed limit be lowered if sidewalk installed?
Jeff Rhodes	936 Trailside Ct		1		
Marguerite Williams	901 Trailside Ct		1		Sidewalk would not be used much at all - too far from stores, schools etc. to be useful.
Robert & Karen Fischer	2150 W. Melcorn Cir		1		Would use the Fox River Trail instead of a sidewalk. Past Heritage Rd to Rockland Rd the entire west side is industrial.
Mr. /Mrs. Jim Strube	2220 Trailside Ln		1		All industrial - who would use it?
Peter R. Peot IV	713 Killarny Trl		1		No way! Cars would really have to slow down to turn into a driveway, adding sidewalks would make it more dangerous. Even if you slow down the speed, the traffic would hardly get home with start, stop, start, stop. Save that money for potholes.
Anonymous			1		Opposes the sidewalks, thinks that money should be spent finding reputable developers that follow covenant of proposed subdivisions. Trailside estates subdivision is full of low quality homes with bad foundations, concrete work and other issues. Landmark development is a horrible company with a horrible reputation.
Sheldon & Michelle Miles	2151 W. Melcorn Cir		1		
Kathy Campbell	2191 Trailside Ln		1		Not residential area - will increase taxes
Kyle and Emily Cernohous	2176 Ryan Rd		1		Would my kids be able to ride their bikes on it?
Thomas & Constance Ferry	741 N. Melcorn Cir		1		We would never use it - save our tax dollars
Todd Berry	2219 Trailside Ln	1			
Kyle and Ashlee Resch	740 Killarny Trl	1			
Ryan Angst	710 S Melcorn Cir	1			
Alan Bintz	2140 Ryan Rd	1			We noticed a lot of bicyclists use HWY PP - would it be possible to include bike lanes? Thank you.
Scott Defnet	2155 Trailside Ln	1			
Mike Paroubek	2158 Ryan Rd	1			Would be beneficial to have sidewalk space to get into town.
Bob Wildgrube	831 Killarny Trl	1			It is always great to be able to walk along a street (busy county road) without the cars & trucks close to you.
Adam & Melissa Schmidt	2213 Trailside Ln	1			We would love the options this sidewalk project would open up to our family for walks (exercise, restaurants, access to family in Ledgeview, parks, etc) We would never us HWY PP on foot in its current state. We hope this goes through! Thank you!
Warren & Marlene Schultz	811 Killarny Trl	1			We think it is a great idea. We see people walking on PP all the time & it doesn't seem very safe without a paved shoulder or a sidewalk. Quite a few bikers are on PP going to the Fox River Trail. Hopefully there will be a paved shoulder to help that problem too.

PUBLIC COMMENT
CTH PP SIDEWALKS
SOUTH CITY LIMITS TO O'KEEFE ROAD

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
Amanda Derenne	777 Killarny Trl	1			I think sidewalks would be very beneficial as I see people walking alongside HWY PP often.
Adam Fonei	805 Roth Rd	1			I have no use for the sidewalk but it would make the neighborhood look nicer. I would rather see a roundabout constructed at Heritage & PP or PP repaired (specifically under HWY 57 bridge).
Renee & Dan Rozumalski	909 Diversity Rd	1			YES!! This would greatly improve our safety and ability to bike/walk into town as well as everyone in the Trailside subdivision.
Elise Manders	890 Diversity Dr	1			Love this idea! I bike from my house to Step Ahead Daycare to pick my son and sidewalks would be awesome!
Marlene Schadrie	2145 Trailside Ln	1			Sidewalks are a good idea for safety reasons. There are a lot of people that walk alongside the road and PP is a very busy road.
Peter & Michele Ardini	757 N. Melcorn Cir	1			In favor only if the speed limit is lowered. The speed limit should especially be lower on PP in the area around Altmayer Elementary due to the large volume of traffic.
Lynn Luberda	834 Killarny Trl	1			This sidewalk will be in great use.
Allan & Monica Seidler	708 Killarny Trl	1			
Shawn & Robb Colliard	833 S. Melcorn Cir	1			
Norma VandeWalle	2135 Trailside Ln	1			if you are going to connect with the downtown by the old High School, then I'm for it. If you are going to leave blocks closer to town without sidewalks, then it's a definite NO.
Ryan Cariveau	2226 Birch Creek Rd	1			
Brian Arkens	2175 W. Melcorn Cir	1			
Brad & Lesley Butler	717 N. Melcorn Cir	1			
David & Erin Winkler	780 N. Melcorn Cir	1			This sidewalk will be very helpful to those of us living off of Rockland Rd. I look forward to biking to local businesses east of us. I would recommend putting in a blacktop sidewalk like on GV, that way it would be used by walkers, bikers, & rollerbladers.
Ascher	810 Killarny Trl	1			
Ryan Krzeszewski	2173 Ryan Rd	1			As long as the money is there and it won't raise taxes to complete it, go for it.
Thomas W. & Vickie L. Brault	790 S. Melcorn Cir	1			People walk on the side of the road now the speed limit at 45, very dangerous, especially at night. I would be happy with the second phase also.
Peter Buzay	826 S. Melcorn Cir	1			I think you should run the sidewalk further south to Killarny. There are a lot of houses going up by the Elementary School. It would be nice to have a sidewalk so we could walk or ride our bikes up to McDonalds or BP gas station without having to travel down the side of the highway with the rest of speeding traffic.
Jill & Steve Schaefer	802 s. Melcorn Cir	1			We believe this would be a good project & sidewalks would get much use.

**PUBLIC COMMENT
CTH PP SIDEWALKS
SOUTH CITY LIMITS TO O'KEEFE ROAD**

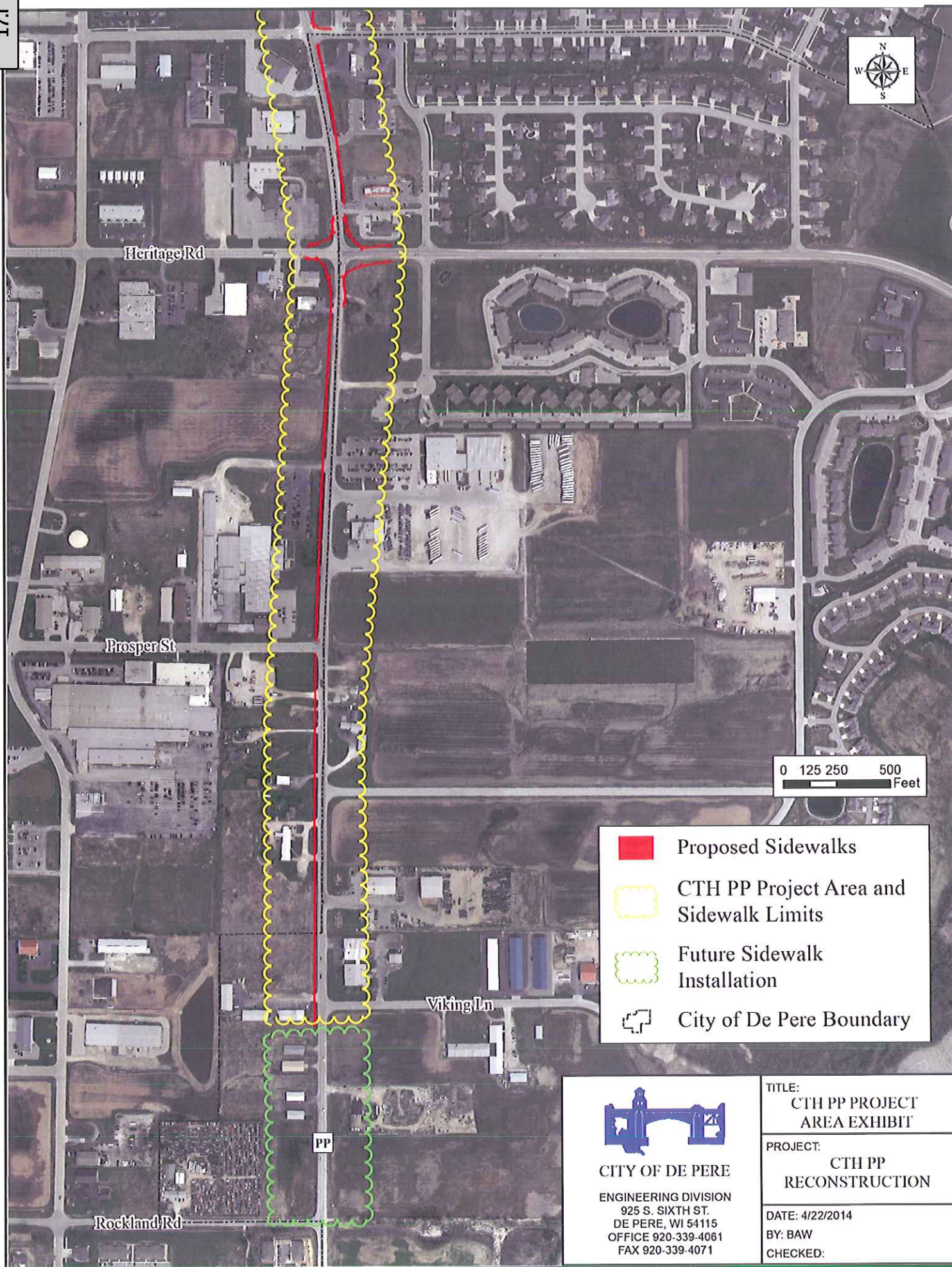
NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
John & Angela Landwehr	709 Killarny Trl	1			I think the sidewalk would be beneficial to the Trailside Estates and the students/staff of Altmayer Elementary School. A sidewalk would create a more connected feeling to the community. Provided there are adequate funds to clear the snow, it could be used year long, unlike the trail. More important than that, investments in PARKS and recreational services have a dramatic effect on health and fitness. A sidewalk would make us less dependent on cars, and keep kids, bicyclists, and other pedestrians safe.
Lynn Cole	911 Trailside Ct	1			
Bruce & Kim Jaeger	759 Killarny Trl	1			
Barbara E. Connelly	907 Trailside Ct	1			It would be much safer for residents that walk and ride bikes.
Jay and Kari Teal	708 N. Melcorn Cir	1			
Donald Vande Sande	771 Killarny Trl			1	Don't care either way
Don Meulemans	2195 Trailside Ln			1	I have no opinion as it would be of no benefit to me.
Anne Fait	2171 Trailside Ln			1	My opinion - it could go either way depending on cost
Marie Schultz	740 N. Melcorn Cir		1		I drive CTHPP & Heritage Rd and see only one person picking up cans once or twice a week. There should be a sidewalk on Rockland Rd from Ryan/Enterprise to the Fox River Trail. Speed limit is 35 there but cars go faster and there are walkers, runners, and bicyclists on both sides of the road. When are you going to fix GV, from X or Rockland - the road is popping. Numerous roads need repairing, you shouldn't put a sidewalk where no one will use it.
Mike & Donna Gilson	949 Trailside Ct		1		Both Mike and Donna submitted comments. See attached. I see no benefit to sidewalk on PP - little use for it. I would much rather see the money spent on putting in a double roundabout now.
Ed & Margaret Ann Ryan Greenfield	618 Emilie St, Green Bay		1		We do not understand how this cost can be justified. How was the Board of Public Works convinced of such a need?
Kent Hubbard	781 N. Melcorn Cir		1		The area isn't highly residential so sidewalks don't appear to be needed.
Jim Weatherex	2127 W. Melcorn Cir		1		Having a sidewalk along a busy road in an industrial zone seems like a waste of money. A better option would be having a sidewalk along Heritage Rd connecting the Trail to the 4 way stop by Legends.
Scott Weber	2180 Ryan Rd		1		
Sigrid Campbell	2127 Trailside Ln	1			Make one side a walking sidewalk and the other side a bike ride sidewalk
Schroeder	749 N. Melcorn Cir	1			It will be another good option to get to the schools along with the Fox River Trail
Linda S. Mettelka	2250 Trailside Ln	1			

PUBLIC COMMENT
CTH PP SIDEWALKS
SOUTH CITY LIMITS TO O'KEEFE ROAD

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
Tori England	808 S. Melcorn Cir	1			I don't see a lot of people walking from Viking to Heritage, but I do see a good amount of truckers walking from Prosper to Heritage. Another thing - large number of people from the east side of PP have to bike along PP to get to the trail. That makes me more nervous than walkers!! Thanks!
Colleen Burg	716 N. Melcorn Cir	1			
Jason Langenhorst	747 Killarny Trl	1			
Jayne Sellen	2167 Ryan Rd		1		
Nelson	734 S. Melcorn Cir	1			Sidewalks there opens up more safe walk ways for this area
Mary Sobralske	2165 Trailside Ln		1		This area is very industrial and I don't feel a sidewalk is necessary
Judy England	821 Killarny Trl	1			I often see people walking along "PP". It would be much safer for the pedestrians and drivers to have sidewalks.
Krause Family Real Estate Holdings, Inc.	2198 W. Melcorn Cir		1		With the area being industrial/commercial, I do not understand who would use the proposed sidewalk. If the area had more housing units, I could understand the need for a safe place to walk.
Pierce	768 S. Melcorn Cir	1			
Sherie Latva	2187 Trailside Ln	1			A sidewalk along HWY PP would be great and well traveled!
Gary & Jen Gollnow	2146 Ryan Rd		1		I see no one using the proposed sidewalk. We live in the subdivision by Altmeyer school and use the bike trail if we want to head to town. A sidewalk by WEL Trucking to the McDonalds and gas station would be very useful cause I see walkers from WEL headed to those businesses. Maybe a new sidewalk/bike trail on Heritage to connect current bike trail to McDonalds & gas station.
Retha Wallman	2185 Ryan Rd	1			
Stephen Penn	826 Killarny Trl	1			
Don Van Straten	850 Prosper St		1		I can't see any reason for sidewalk South of Heritage Road to Viking Ln. We have enough cost with sewer, water and road construction. It isn't just the cost to install, but the maintenance on sidewalk. This sidewalk leads to nothing.
Kari & Josh Theis	927 Diversity Dr	1			
Jimmie	914 Diversity Dr		1		Would not use but round about should go on Heritage & PP
Michelle Griffith	753 Killarny Trl	1			I agree with the sidewalk installation on PP. Folks drive very fast on PP and it's not currently safe to walk or bike along PP. Installing sidewalks will make it more feasible for people to walk or bike into De Pere safely. Thanks!! GREAT idea!
Carmen Fosick, Trustee, Carolyn Fosick Family Trust	1910 S. Broadway		1		A sidewalk on CTH X makes no sense whatsoever. Not only is this not a residential area, the Fox River Trail is available just to the west for those interested in walking. There are no businesses that would attract walkers either. Installing sidewalks would force property owners undo expenses, maintenance, for no reason & would dissuade businesses from locating here & persuade those here to sell and relocate.
Mike Stoller/Valley Cabinets	845 Prosper Rd		1		It is not needed.

PUBLIC COMMENT
 CTH PP SIDEWALKS
 SOUTH CITY LIMITS TO O'KEEFE ROAD

NAME	ADDRESS	YES	NO	UNDECIDED	COMMENTS
TOTALS		47	29	3	
	Rev. 5/8/14				



CITY OF DE PERE

ENGINEERING DIVISION
925 S. SIXTH ST.
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

TITLE:
CTH PP PROJECT
AREA EXHIBIT

PROJECT:
CTH PP
RECONSTRUCTION

DATE: 4/22/2014

BY: BAW

CHECKED:

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #14-46, Authorizing Agreement Regarding an Option to Purchase Certain Property Between the City of De Pere and Van Lanen Inc. (West Matthew Drive).

ATTACHMENTS:

- Reso14-46 (DOCX)
- Option to Purchase - Van Lanen 5-2-14-139-003-13 (DOCX)
- Exhibit A - Van Lanen (PDF)

RESOLUTION #14-46

AUTHORIZING AGREEMENT REGARDING AN OPTION TO PURCHASE
CERTAIN PROPERTY BETWEEN THE CITY OF DE PERE AND VAN LANEN INC.
(West Matthew Drive)

WHEREAS, in November 2013, the Common Council authorized Resolution #13-138 granting a twelve month Option to Purchase Parcel WD-364-D-505-8 to 4 Forte, LLC; and

WHEREAS, the name of the business entity for the Option to Purchase has changed to Van Lanen Inc., requiring reauthorization of this Option by the Common Council; and

WHEREAS, the City wishes to promote such development.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such revised Agreement Regarding an Option to Purchase Certain Property as is attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-46 (2176 : Resolution #14-46, Option to Purchase Van Lanen)

**AGREEMENT REGARDING AN OPTION TO PURCHASE CERTAIN PROPERTY
BETWEEN THE CITY OF DE PERE AND VAN LANEN INC.
(West Matthew Drive)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014,
by and between the City of De Pere, a Wisconsin municipal corporation (“City”), and Van Lanen
Inc., a Wisconsin corporation (“Buyer”).

WHEREAS, Buyer has requested an Option to Purchase Parcel WD-364-D-505-8 owned
by City and located on West Matthew Drive in the City’s Business Park, for purposes of locating
a tissue manufacturing facility; and

WHEREAS, the City wishes to promote such development.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein
and other good and valuable consideration, the receipt, value, and sufficiency of which are
hereby acknowledged, it is hereby agreed as follows:

I. OPTION TO PURCHASE

A. In consideration of and contingent upon, the payment of \$4,300 (\$500 per
acre) (“Option Fee”) commencing the date of this Agreement, City grants Buyer a twelve
(12) month option to purchase the 8.596 acre parcel (WD-364-D-505-8) in the De Pere
Business Park, legally described as:

Lot 2, Volume 44, Certified Survey Maps page 107, Brown County Map
No. 600, being part of Lot 5 Plat of De Pere Business Park.

A map showing such parcel (“Option Parcel”) is attached hereto and incorporated herein
by reference as Exhibit A. Payment of the Option Fee shall be made as of the date of this
Agreement.

B. Option Period. During the twelve (12) month option period, Buyer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest in the Option Parcel to any other person or entity without the written consent or waiver of Buyer. The twelve (12) month Option shall expire on _____. Failure of Buyer to exercise its option in accordance with _____
(insert date) paragraph E below, on or before said date shall not result in the option expiring.

C. Exercise of Option. Buyer shall provide written notice of its exercise of the Option to Purchase to City on or before the expiration of the option. The parties shall set a mutually agreeable date for closing, which shall be not more than sixty (60) days from the date of such notice. The terms and conditions, warranties and representations, and indemnifications of such transaction area as provided below.

D. Access to Property. City shall permit Buyer access to the Option Parcel prior to closing at no cost for the purpose of site inspection analysis, further environmental assessment, or other such preparation, not including construction or earth moving activities, as may be deemed reasonable by Buyer. Buyer agrees to hold City harmless for any and all injury that may occur to City, its agents or employees, Buyer, its agents or employees, or third parties, or any properties or interests of any of the above referenced persons occasioned as a direct result of Buyer's activities as contemplated in this section. This hold harmless provision is intended to include all costs of defense, including reasonable attorney fees.

II. PURCHASE

A. Purchase Price. The purchase price for the Option Parcel shall be \$30,000 per acre plus each fraction of an acre thereof for a purchase price of \$257,880 (8.596 acres x \$30,000/acre), less all Option Fees paid on or attributable to the Option Parcel.

B. Extension of Utilities. The City warrants that water, sanitary sewer, storm sewer, gas, electricity, and telecommunication services are located at accessible points in West Matthew Drive. The purchase price includes all costs associated with their initial installation in the right of way. However, the purchase price herein is not intended to include the cost of extension of said utilities from their right of way locations onto the Option Parcel.

III. CLOSING PROCEDURE

A. Time and Place. Closing shall take place at a mutually convenient time and location, to be completed not less than 60 days after the exercise of the option.

B. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such insurance to Buyer seven (7) days before closing. The commitment shall be for an owner's policy of title insurance in an amount of the purchase price, naming Buyer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin. If Buyer gives City notice of any title defects prior to closing which are not acceptable, City shall use its best efforts to cure such defects. If any such defects are not cured by the date of closing, Buyer may terminate this Agreement or reschedule closing at its option.

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

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

1. Municipal and zoning ordinances.
2. Easements and restrictions of record.

IV. ENVIRONMENTAL CONDITION OF PROPERTY

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

1. Past Use of Property. To the best of its knowledge as to prior ownership, the City warrants and represents during its ownership, no portion of the Option Parcel has ever been used:
 - (a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et. seq.
 - (b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

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

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

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

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

(g) As a sanitary landfill or open dump within the meaning of Chapter 144, Wis. Stats., and NR 500, Wis. Adm. Code or 52 U.S.C. 6941, et. seq.

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

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

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

5. Flood plain and wetlands. The Option Parcel is located in an area not currently identified as flood plain or shoreland-wetlands under Section 14.53 De Pere Municipal Code.

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

V. POST CLOSING CONTINGENCIES

A. Buyer to Substantially Improve. Buyer shall substantially develop the building and improvements on the Option Parcel in accordance with a site plan approved by the Plan Commission. Such site plan shall be submitted to the Plan Commission for approval within six (6) months of closing on the Option Parcel and substantial development of the improvements in accordance with the site plan by Buyer shall occur within twelve (12) months of closing on the Option Parcel. Substantial development as used in this agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this agreement. In addition, Buyer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for type and complexity of construction involved. Determination of substantial development is made at the discretion of City.

B. Failure to Submit Site Plan or Substantially Develop. If, in the reasonable discretion of City, Buyer has not complied with the provision of paragraph A, above, the City may, by certified mail, inform Buyer of such failure. If, after sixty (60) days of mailing of such notice, Buyer has still not substantially developed the property in compliance with the precise implementation plan, City may repurchase the property for the price actually paid for the property less the insurance costs incurred and any real property taxes delinquent or due at the end of the year in which the property is returned to the City. If repurchase is made under this section, all improvements to the real property shall become that of the City and Buyer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Buyer's ownership or construction efforts thereon. At the option of the City, the City may require Buyer to remove any partial construction placed on the subject property by Buyer, its agents or employees, at Buyer's cost. If Buyer is delayed from achieving substantial development as required in this agreement as referred to in this paragraph due to circumstances beyond the reasonable control of Buyer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

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

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

VI. PAYMENT IN LIEU OF TAX

A. Obligation. Buyer acknowledges that the Option Parcel is located within City's Tax Incremental Financing District #6 (TID #6). Except in cases of the exercise of eminent domain, Buyer obligates itself and its successors and assigns to make a payment in lieu of tax to City should the Option Parcel or any improvements located thereon, become exempt from property tax for any reason. Such payment in lieu of tax shall be determined and paid as provided herein.

B. Calculation and Payment During Existence of Tax Incremental District #6.

(1) The value of the property shall be as determined by the City Assessor in accordance with Chapter 70, Wis. Stats. The City Assessor shall notify the property owner of the property valuation and any changes thereto in accordance with and set forth in Chapter 70 Wis. Stats.

(2) On or before October 15th of each year City shall invoice the property owner for the amount of its payment in lieu of tax, calculated as follows:

Subject property valuation X tax rate / \$1000 assessed value

For example, assuming 2013 property tax rate of \$25.00/\$1,000, if the subject property is valued at \$100,000, the payment in lieu of tax would be \$2,500.00 (\$100,000 x .025).

(3) Failure of property owner to make its payment in lieu of tax to the City Clerk-Treasurer on or before November 15th of the year so calculated shall result in the amount due being placed upon the property as a special charge.

C. Calculation and Payment After Tax Incremental District #6 Closed.

(1) The value of the property shall be as determined by the City Assessor in accordance with Chapter 70, Wis. Stats. The City Assessor shall notify the property owner of the property valuation and any changes thereto in accordance with and set forth in Chapter 70 Wis. Stats.

(2) On or before October 15th of each year City shall invoice the property owner for the amount of its payment in lieu of tax, calculated as follows:

Subject property valuation X City tax rate / \$1000 assessed value

For example, assuming 2013 City property tax rate of \$5.00/\$1,000, if the subject property is valued at \$100,000 the payment in lieu of tax would be \$500.00 (\$100,000 x .005).

(3) Failure of property owner to make its payment in lieu of tax to the City Clerk-Treasurer on or before November 15th of the year so calculated shall result in the amount due being placed upon the property as a special charge.

VII. DEFAULT PROVISIONS

A. Breach and Cure. Any provision of this Agreement that does not contain a specific remedy shall be resolved as provided hereunder. If one party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has fifteen (15) days to cure such breach. If there is no cure of that breach, party may bring any action available for any remedy in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing there under and such delay causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act

in compliance with such provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VIII. MISCELLANEOUS

A. Obligations run with the Land. The obligations contained herein shall run with the land and are binding on all Buyer's successors and assigns. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Buyer may assign this Agreement in its entirety to a separate entity related to and created for the purchase of the Option Parcel and construction of the aforementioned tissue manufacturing facility thereon. Any other assignment shall only be upon written notice of Assignment to City, including acknowledgement by the assignee of the obligations contained in this Agreement and the City's written consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman numerals in this contract are referred to as sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The section, paragraph, and subparagraph headings of this agreement are for convenience of reference only and shall not limit or otherwise effect or be used in the construction of any terms of the provision of this Agreement.

D. Notices. All notices required by this Agreement must be in writing and sent certified mail, return receipt requested, to the addresses below. All notices shall be deemed received on the date of the postmark.

If to Buyer:

Van Lanen Inc.
Attn: Paul Parish
1967 Allouez Avenue
Green Bay, WI 54311

If to City:

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

E. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

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

[Signatures on following page]

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

VAN LANEN INC.

By: _____

Print Name: _____

Title: _____

Print Name: _____

Title: _____

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____
day of _____, 2014, the above
named _____ and
_____, known
as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Notary Public:
My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

H:\dupont\Agreements\2014\Option to Purchase - Van Lanen 5-2-14-139-003-13.docx

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

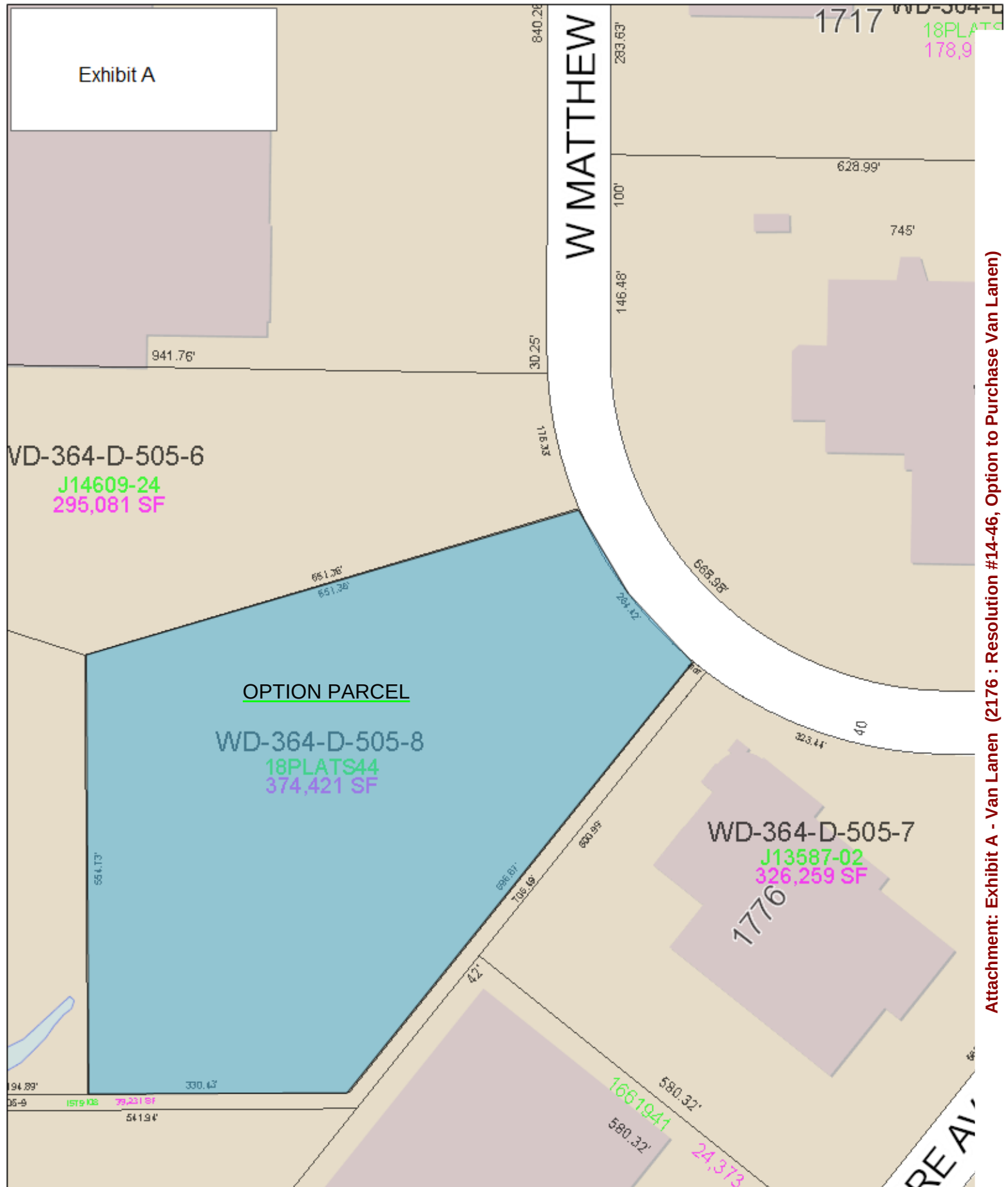
Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____
day of _____, 2014, the above
named Michael J. Walsh, Mayor and
Shana L. Defnet, Clerk-Treasurer, known
to me as the persons who executed the
foregoing instrument and acknowledge
the same.

Notary Public:
My Commission expires: _____

Attachment: Option to Purchase - Van Lanen 5-2-14-139-003-13 (2176 : Resolution #14-46, Option to Purchase Van Lanen)



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.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Ken Pabich

SUBJECT: Resolution #14-47, Authorizing Second Amendment to Agreement Regarding Option to Purchase Certain Property Between the City of De Pere and Karman Development, LLP.

ATTACHMENTS:

- Reso14-47 (DOCX)
- 2nd Amendment to Option (Karman) 5-14-136-005-08 (DOCX)
- Finance_Karman_April14 (PDF)

RESOLUTION #14-47

AUTHORIZING SECOND AMENDMENT TO AGREEMENT REGARDING
OPTION TO PURCHASE CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND KARMAN DEVELOPMENT, LLP

WHEREAS, Karman Development, LLP currently owns an option to purchase real property located adjacent to its facility at 860 O'Keefe Road, in the City's East Industrial Park, 1st Addition, and wishes to extend such option through February 16, 2016 for expansion purposes; and

WHEREAS, the City wishes to promote such development; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Second Amendment to the Agreement Regarding an Option to Purchase Certain Property Between the City of De Pere and Karman Development, LLP attached and incorporated as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-47 (2201 : Resolution #14-47, Wild Blue)

**SECOND AMENDMENT TO AGREEMENT REGARDING OPTION
TO PURCHASE CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND KARMAN DEVELOPMENT, LLP**

THIS AGREEMENT, made and entered into this _____ day of _____, 2014,
by and between the City of De Pere, a Wisconsin municipal corporation (“City”), and Karman
Development, LLP, a Wisconsin Limited Liability Partnership (“Developer”).

WHEREAS, Developer currently owns an option to purchase real property located
adjacent to its facility at 860 O’Keefe Road, in the City’s East Industrial Park, 1st Addition, and
wishes to extend such option through February 16, 2016 for expansion purposes; and

WHEREAS, the City wishes to promote such development.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein
and other good and valuable consideration, the receipt, value, and sufficiency of which are
hereby acknowledged, it is hereby agreed as follows:

1. The Agreement Regarding Option to Purchase Certain Property Between the City
of De Pere and Karman Development, LLP, dated February 16, 2009, as amended
February 26, 2010 (“the Agreement”), is hereby amended as follows:
 - A. The Option granted by City to Developer is extended by an additional two
(2) years and shall expire on February 16, 2016.
 - B. The option fee of \$1,000/year (\$500/yr/acre) shall remain the same.
 - C. All other terms and conditions of the Agreement remain unchanged and
unaffected by this Amendment.
2. This Amendment comprises the entire Agreement of the Parties. No changes to
the terms herein are effective except in writing, signed by the parties.

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

KARMAN DEVELOPMENT, LLP

By:

James Karman, Managing Partner

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this ____
day of _____, 2014, the above
named James Karman known
as the person who executed the
foregoing instrument and acknowledge
the same.

Notary Public

My Commission Expires: _____

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this ____
day of _____, 2014, the above
named: Michael J. Walsh, Mayor and
Shana L. Defnet, Clerk-Treasurer,
known as the persons who executed the
foregoing instrument and acknowledge
the same.

Notary Public

My Commission Expires: _____

Drafted by: Judith Schmidt-Lehman

H:\jdupont\Agreements\2014\2nd Amendment to Option (Karman) 5-14-136-005-08.docx

Karman Development, LLP
Second Amendment to Option to Purchase
Page 2 of 2

Attachment: 2nd Amendment to Option (Karman) 5-14-136-005-08 (2201 : Rresolution #14-47, Wild Blue)

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



May 13, 2014

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Request to Extend Option on Parcel ED-2077-1 (East Industrial Park, Enterprise Drive)

In 2009, the Finance Committee approved a 3 year option for Parcel ED-2077-1 which was also extended in 2012. This option expired in February of 2014; however, James Karman, the Managing Partner of Karman Development, submit a request for another two year extension. The option was going to be exercised in 2013; however Karman Development was able to acquire a building adjacent to their existing facility that was vacant for over 3 years. The acquisition plans to buy the City parcel was pushed back; however the company is still on an aggressive growth plan.

Recommendation

Based on the growth of the company and also the factors regarding the acquisition of the existing vacant building, staff would recommend that the option be extended and that staff prepare the necessary documents for Common Council approval.

Attachment: Finance_Karman_April14 (2201 : Rresolution #14-47, Wild Blue)

Karman Development, LLP

April 19, 2014

Mr. Ken Pabich
City of De Pere Planning Department
333 S. Broadway
De Pere, WI 54115

Dear Mr. Pabich:

Karman Development owns property in the East Side Industrial Park at 860 O'Keefe Road (parcel ED-2078). Wild Blue Technologies leases the building. Their business is growing rapidly. The company purchased the building located at 1314 S. Broadway in 2012, and the need for more space is approaching.

To ensure adequate land for future expansion, Karman Development would like to extend the option to purchase parcel ED-2077-1 for two more years.

Please contact me for any additional information regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "James Karman", written over a light gray rectangular background.

James Karman
Managing Partner

Attachment: Finance_Karman_April14 (2201 : Rresolution #14-47, Wild Blue)

Option Parcel

19.c

Parcel ID: ED-2077-1

Karman Development
(aka Wild Blue)

ED-2077-1
J26299-21
75,385 SF

Property purchased
in 2013

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

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

Packet Pg. 119

Attachment: Finance_Karman_April14 (2201 : Rresolution #14-47, Wild Blue)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-48, Authorizing and Approving a Revocable Occupancy Permit with Downtown De Pere, Inc. d/b/a Definitely De Pere for Placement and Maintenance of Seasonal Storefront Decorations.

The De Pere Beautification Committee under Definitely De Pere is requesting a revocable occupancy permit to place planters in the downtown area to be located within the street right-of-way. (See attached request)

Staff recommends granting a revocable occupancy permit as requested.

If you have any questions on this matter please feel free to contact me.

ATTACHMENTS:

- Reso14-48 (DOCX)
- Definitely De Pere (seasonal decorations) 5-14-164-001-14 (DOCX)
- Exhibit A - Definitely De Pere (PDF)
- Definitely DePere ROP Request 042314 (PDF)

RESOLUTION #14-48

AUTHORIZING AND APPROVING A REVOCABLE OCCUPANCY PERMIT
WITH DOWNTOWN DE PERE, INC., d/b/a DEFINITELY DE PERE FOR PLACEMENT
AND MAINTENANCE OF SEASONAL STOREFRONT DECORATIONS

WHEREAS, Downtown De Pere, Inc., d/b/a Definitely De Pere has requested a Revocable Occupancy Permit from the City to place and maintain seasonal storefront decorations within City right-of-way; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Revocable Occupancy Permit (Exhibit 1) with Downtown De Pere, Inc., d/b/a Definitely De Pere for the purposes identified therein

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 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-48 (2184 : Resolution # 14-48, Revocable Occupancy Permit ? Definitely De Pere)

REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee: Downtown De Pere Inc., d/b/a Definitely De Pere

Grantor: City of De Pere (“City”)

Location of Encroachment: See attached Exhibit A

Purpose of Encroachment: Placement and maintenance of seasonal storefront decorations

The purpose and occupancy of the public right-of-way referenced above as allowed by this permit is conditioned upon Permittee’s compliance with the following provisions:

1. This permit authorizes the individual businesses and property owners within the City’s Main Street District (as depicted on Exhibit A) to place and maintain seasonal decorations subject to the terms and requirements of this permit. The seasonal decorations shall remain in City right-of-way only until such time as they are no longer required by Permittee or property owner.
2. Notwithstanding paragraph 1, above, if the property referred to above is required for another use at any time deemed by the Board of Public Works to be inconsistent with the continued use or occupancy under this permit or if the Board of Public Works determines that the installation or use of the facilities authorized under this permit increases the difficulty of development on the site or creates conditions adverse to the best interests of the general public, or presents a threat to safety, then Permittee, upon notification by the Director of Public Works, shall promptly remove the projecting sign from the property. Such removal shall be by Permittee at Permittee’s sole cost and in accordance with all rules and regulations then applicable and the area returned to pre-occupancy condition. Failure of Permittee to remove such encroachment within ten days of the Director of Public Works notice to do so shall result in the Director of Public Works removing the encroachment and charging the costs thereof to Permittee.
3. No other use of the above-described property within the City property is permitted except that specifically approved hereby.
4. Permittee shall save and hold the City harmless from any and all injury that may occur to any party as the result of Permittee’s use of the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million

Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this permit as Exhibit B. Permittee shall annually provide the Clerk-Treasurer with an updated Certificate of Insurance covering said permit.

5. Failure by Permittee to comply with the provisions of this permit is cause for the Director to terminate this permit and require Permittee to take immediate action to restore the right-of-way to its original condition and to maintain any action at law or in equity to require such action and the costs thereof paid by Permittee.
6. Issuance of this permit shall not be construed as a waiver of Permittee's obligation to comply with more restrictive requirements which may be imposed by local ordinance.
7. Permittee shall comply with all Federal, State and City requirements regarding maintaining ingress and egress along the public right-of-way, including ensuring such ingress and egress as is in compliance with the Americans with Disabilities Act.
8. This permit is not assignable without the prior written consent of City.

We, the undersigned, acknowledge that we have read and understand the foregoing conditions and that this agreement is to be binding upon the heirs, personal representatives, and successors of all parties. No representations other than those expressed herein, either oral or written, are part of this permit. Permittee acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2014.

**DOWNTOWN DE PERE INC., D/B/A
DEFINITELY DE PERE**

CITY OF DE PERE

Allyson Watson, Executive Director

Michael J. Walsh, Mayor

Shana L Defnet, Clerk-Treasurer

H:\jdupont\ROP\2014\Definitely De Pere (seasonal decorations) 5-14-164-001-14.docx

Exhibit A

 Main Street District



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. 5/12/14 © Municipal



320 Main Avenue, Suite 102
De Pere, WI 54115

April 23, 2014

City of De Pere
Department of Public Works
925 S. Sixth Street
De Pere, WI 54115

Dear Mr. Thoreson:

I am contacting you regarding the necessary permit for flower pots in downtown De Pere. Traditionally, the De Pere Beautification Committee has worked with the De Pere Area Chamber of Commerce to place planters in downtown De Pere for spring and summer. The Beautification Committee is now fully under the auspices of Definitely De Pere, and as such, the permit needs to be approved in our organizational name.

I have attached the previous permit issued to the De Pere Area Chamber of Commerce for your consideration.

Thank you,

Allyson Watson
Executive Director, Definitely De Pere

RESOLUTION #07-116

AUTHORIZING AND APPROVING A REVOCABLE OCCUPANCY PERMIT
WITH MAIN STREET DE PERE, INC./DE PERE AREA CHAMBER OF COMMERCE

WHEREAS, Main Street De Pere, Inc./De Pere Area Chamber of Commerce have requested a Revocable Occupancy Permit from the City to place and maintain seasonal storefront decorations within City right-of-way.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

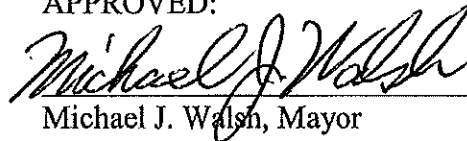
That the Revocable Occupancy Permit, attached hereto and incorporated by reference as Exhibit 1, is hereby authorized and approved, and the Mayor and Clerk-Treasurer are directed to execute the same.

BE IT FURTHER RESOLVED:

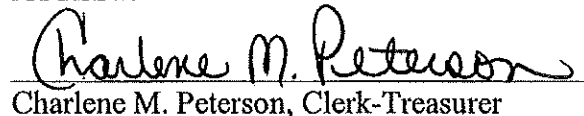
That all City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of October, 2007.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Charlene M. Peterson, Clerk-TreasurerAyes: 7Nays: 0

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

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-49, Authorizing and Approving a Revocable
Occupancy Permit for Downtown De Pere, Inc. d/b/a Definitely De
Pere for Bridging the Arts Art Walk.

ATTACHMENTS:

- Reso14-49 (DOCX)
- Definitely De Pere (art walk) 5-14-164-002-13 (DOCX)
- Exhibit B - Definitely De Pere (PDF)

RESOLUTION #14-49

AUTHORIZING AND APPROVING A REVOCABLE OCCUPANCY PERMIT
FOR DOWNTOWN DE PERE INC., d/b/a DEFINITELY DE PERE
FOR BRIDGING THE ARTS ART WALK

WHEREAS, Downtown De Pere Inc., d/b/a Definitely De Pere has requested a Revocable Occupancy Permit from the City of De Pere to allow Art Walk activities to occur upon City property adjacent to the Fox River, including the James Street Parkway and Front Street; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Revocable Occupancy Permit (Exhibit 1) with Downtown De Pere Inc., d/b/a Definitely De Pere for the purposes identified therein, together with such renewals thereof as are upon similar terms and conditions, provided the requirements of paragraph 1 are met.

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 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee: Downtown De Pere Inc., d/b/a Definitely De Pere

Grantor: City of De Pere (“City”)

Location of Encroachment: See attached Exhibit A

Purpose of Encroachment: Bridging the Arts Art Walk Activities

The purpose and occupancy of the public right-of-way referenced above as allowed by this permit is conditioned upon Permittee’s compliance with the following provisions:

1. This permit authorizes Downtown De Pere Inc., d/b/a Definitely De Pere to utilize portions of the areas noted on the attached Exhibit A, incorporated herein by reference, for purposes of its Annual Bridging the Arts Art Walk Gathering. Permittee shall, at least 30 days prior to such event, notify the City Clerk-Treasurer of the date of the Annual Gathering and provide the Clerk-Treasurer with an updated certificate of insurance therefor.
2. Notwithstanding the foregoing, if the property identified herein is required for another use at any time deemed by the City Director of Parks, Recreation & Forestry (“Director”) to be inconsistent with the continued use or occupancy under this permit, or if the Director determines that the encroachments authorized under this permit create conditions adverse to the best interests of pedestrian and other City property users, or presents a threat to public safety, then Permittee, upon notification by the Director, shall promptly remove the encroachments from their location.
3. No other use of the above-described property within the City property is permitted except that specifically approved hereby.
4. Permittee shall save and hold the City harmless from any and all injury that may occur to any party as the result of Permittee’s use of the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this permit as Exhibit B.

5. Failure by Permittee to comply with the provisions of this permit is cause for the Director to terminate this permit and require Permittee to take immediate action to restore the right-of-way to its original condition and to maintain any action at law or in equity to require such action and the costs thereof paid by Permittee.
6. Issuance of this permit shall not be construed as a waiver of Permittee's obligation to comply with more restrictive requirements which may be imposed by local ordinance.
7. Permittee shall comply with all Federal, State and City requirements regarding maintaining ingress and egress along the public right-of-way, including ensuring such ingress and egress as is in compliance with the Americans with Disabilities Act.
8. This permit is not assignable without the prior written consent of City.

We, the undersigned, acknowledge that we have read and understand the foregoing conditions and that this agreement is to be binding upon the heirs, personal representatives, and successors of all parties. No representations other than those expressed herein, either oral or written, are part of this permit. Permittee acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2014.

**DOWNTOWN DE PERE INC., D/B/A
DEFINITELY DE PERE**

CITY OF DE PERE

Allyson Watson, Executive Director

Michael J. Walsh, Mayor

Shana L Defnet, Clerk-Treasurer

H:\jdupont\ROP\2014\Definitely De Pere (art walk) 5-14-164-002-13.docx

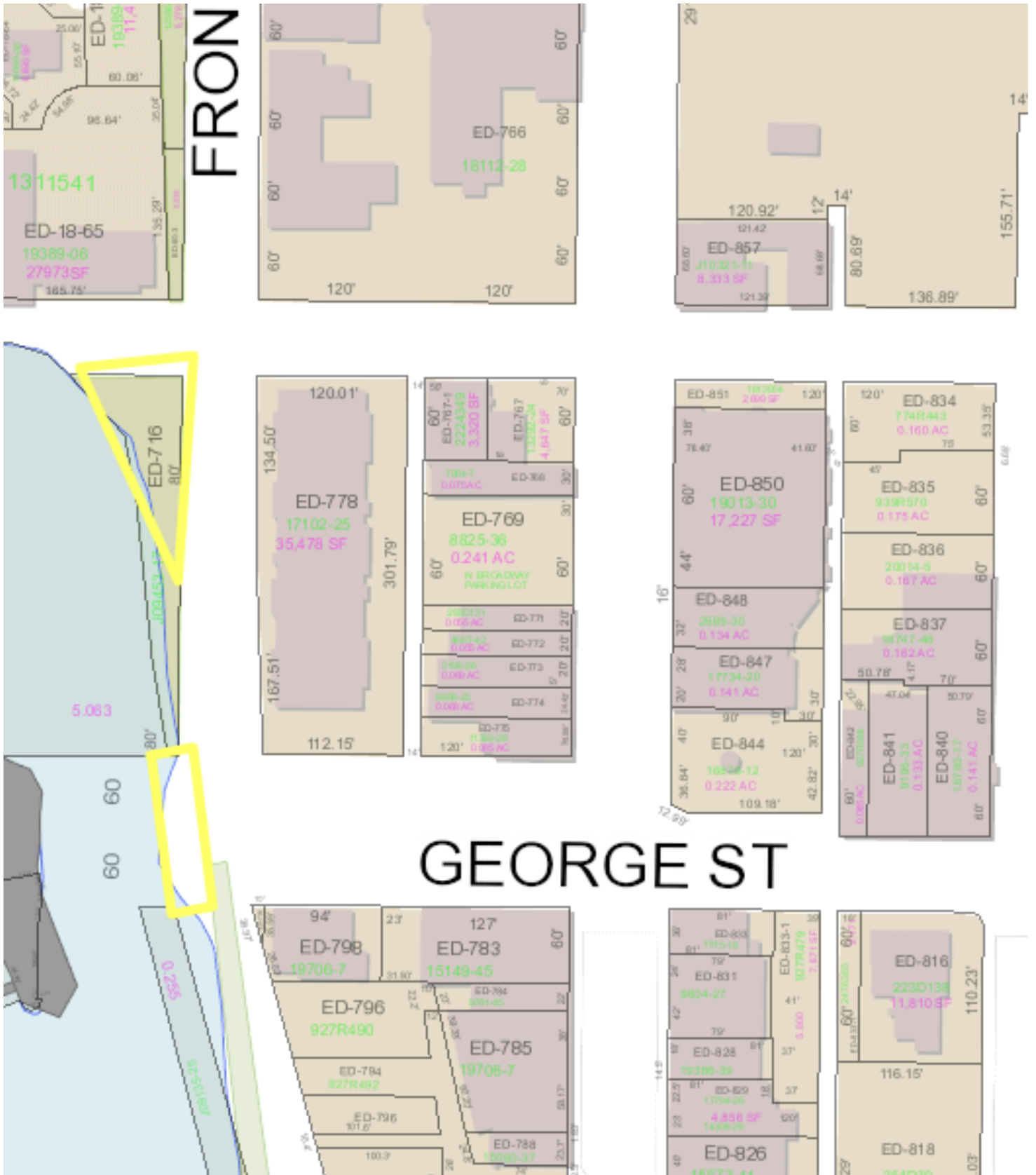


Exhibit A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2014

21.c

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC. GB 419 South Washington Street PO Box 22368 Green Bay, WI 54305	CONTACT NAME: Cindy Hansen PHONE (A/C, No, Ext): (800) 236-8652 FAX (A/C, No): (920) 437-4179 E-MAIL ADDRESS: cindy.hansen@ansay.com
INSURED Downtown De Pere 320 Main Ave, Ste 102 De Pere, WI 54115	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company NAIC # 10677 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			ENP 0189464	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 517 MED EXP (Any one person) \$ 5 PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 2,000 PRODUCTS - COMP/OP AGG \$ 2,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ENP 0189464	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: July 18 Art Walk City of DePere is listed as Additional Insured

CERTIFICATE HOLDER

CANCELLATION

City of DePere 335 S Broadway DePere, WI 54115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cindy Hansen</i>
--	--

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution # 14-50, Authorizing an Amended Sidewalk Cafe Permit for Pubhaus at 600 LLC.

This request is for a revocable occupancy permit to allow additional outdoor seating on the sidewalk alongside the west side of the building (S. Michigan Street) as requested by the owner. Currently, the owner has obtained a permit to have outdoor seating on the north side of the building. (George Street)

The business the “Pubhaus 600” located at 600 George Street has requested permission to allow additional outdoor seating and tables including fencing on the City’s sidewalk for their customers. The request is for proposed tables and seating within a fenced in area alongside the building. (See attached sketch) Staff has reviewed the request on site with the owner and has determined that this will not impact pedestrian traffic on the sidewalk as long as they keep the fencing at least four (4) feet from the back of the curb on S. Michigan Street and twelve (12) feet south from the north building corner. All the tables and chairs will need to be within the fencing limits.

Staff recommends granting a revocable occupancy permit.

ATTACHMENTS:

- Reso14-50 (DOCX)
- Pubhaus amended 5-14-164-003-13 (DOCX)
- Exhibit 1 - Pubhaus (PDF)
- Revocable Occupancy Permit Pubhaus 600 (PDF)

RESOLUTION #14-50

AUTHORIZING AN AMENDED SIDEWALK CAFÉ PERMIT
FOR PUBHAUS AT 600 LLC

WHEREAS, in July 2013, the Common Council authorized Resolution #13-94 granting the Pubhaus at 600 LLC a Sidewalk Café Permit to place bistro tables and chairs to accommodate outside customer seating within City right-of-way in front of their business at 600 George Street, De Pere; and

WHEREAS, the Pubhaus at 60 LLC has requested an amendment to the Sidewalk Café Permit to include outside customer seating within City right-of-way on the S. Michigan Street side of their business; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-50 (2183 : Resolution #14-50, Sidewalk Cafe Permit ? Pubhaus 600)

AMENDED SIDEWALK CAFE PERMIT

Name and Address of Permittee: Pubhaus at 600 LLC
c/o Bobbi Lee Schroeder
600 George Street
De Pere, WI 54311

Grantor: City of De Pere

Location of Encroachment: City right-of way abutting Parcel ED-
at George and S. Michigan Streets
See attached Exhibit 1

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

The purpose and occupancy of the public right-of-way referenced above as allowed by this permit is conditioned upon Pubhaus at 600 LLC's compliance with Wis. Stats. §66.0425, and the following provisions:

1. Permit. City hereby authorizes and grants to Pubhaus at 600 LLC ("Permittee") a Sidewalk Cafe Permit for that specific area described in the sketch attached hereto and incorporated as Exhibit A. Such Sidewalk Café Permit is subject to the following terms and conditions:
 - a) The Sidewalk Café Permit granted hereunder shall be valid from July 1 through June 30 of each year this permit is valid. Renewals of this permit may be accomplished administratively through the City Administrator.
 - b) The permit granted under this Agreement authorizes tables and chairs (outdoor seating) for food service within the area illustrated in Exhibit 1.
 - c) It is specifically understood and agreed by the parties that the City shall undertake no responsibility for the maintenance of the permit area or the tables and chairs. Permittee shall maintain the permit area and all personal property thereon in a neat and orderly manner, keeping it clean, free of noxious weeds, trash, and debris. All personal property placed on the permit area by Permittee shall remain the property of Permittee and the City shall not be held liable for any damage to such personal property regardless of the cause of such damage.
 - d) All tables, chairs and other materials and equipment placed out on the sidewalk for operation of the sidewalk cafe shall be removed from the site before the close of business and not returned to the sidewalk area until the usual and customary opening of the sidewalk cafe each day.

e) Sale of Alcohol Beverages:

☐ Not Allowed

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

☒ Allowed

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

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

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

- f) Adequate egress and ingress as determined by ADA standards along the sidewalk café area subject to this permit is maintained at all times. The number of chairs per bistro table on George Street shall not exceed two (2) and no chair may be placed along the north side of the tables shown on Exhibit 1. Fencing for all chairs and tables on S. Michigan Street shown on Exhibit 1 must be four (4) feet from the back of the curb and twelve (12) feet south from the north building corner.

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

third parties. A copy of the required certificate of insurance is attached and incorporated as Exhibit 2.

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

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

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

PUBHAUS AT 600 LLC

CITY OF DE PERE

Print Name: _____
Title: _____

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\ROP\Sidewalk Cafe\Pubhaus amended 5-14-164-003-13.docx

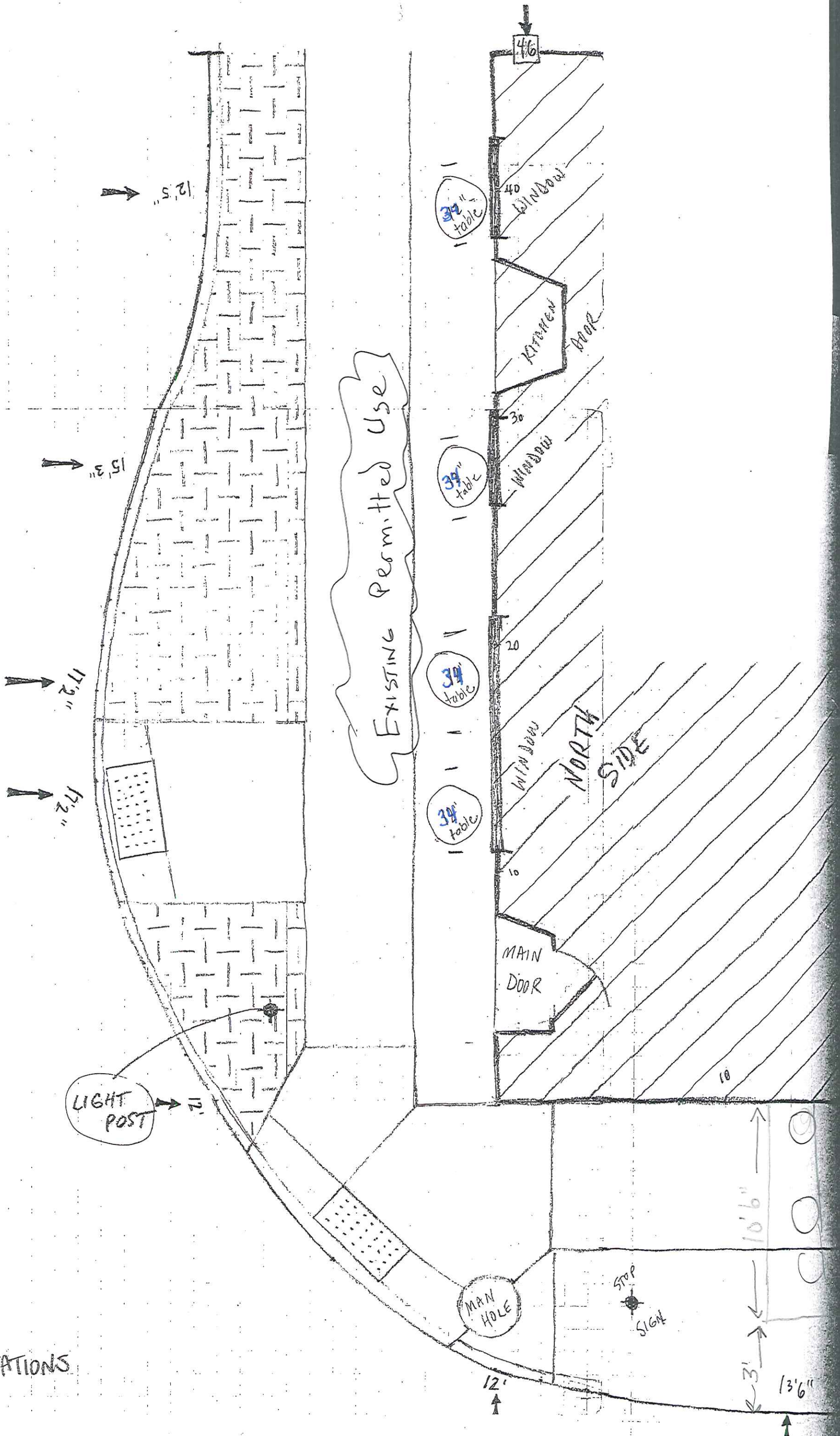
Attachment: Pubhaus amended 5-14-164-003-13 (2183 : Resolution #14-50, Sidewalk Cafe Permit ? Pubhaus 600)

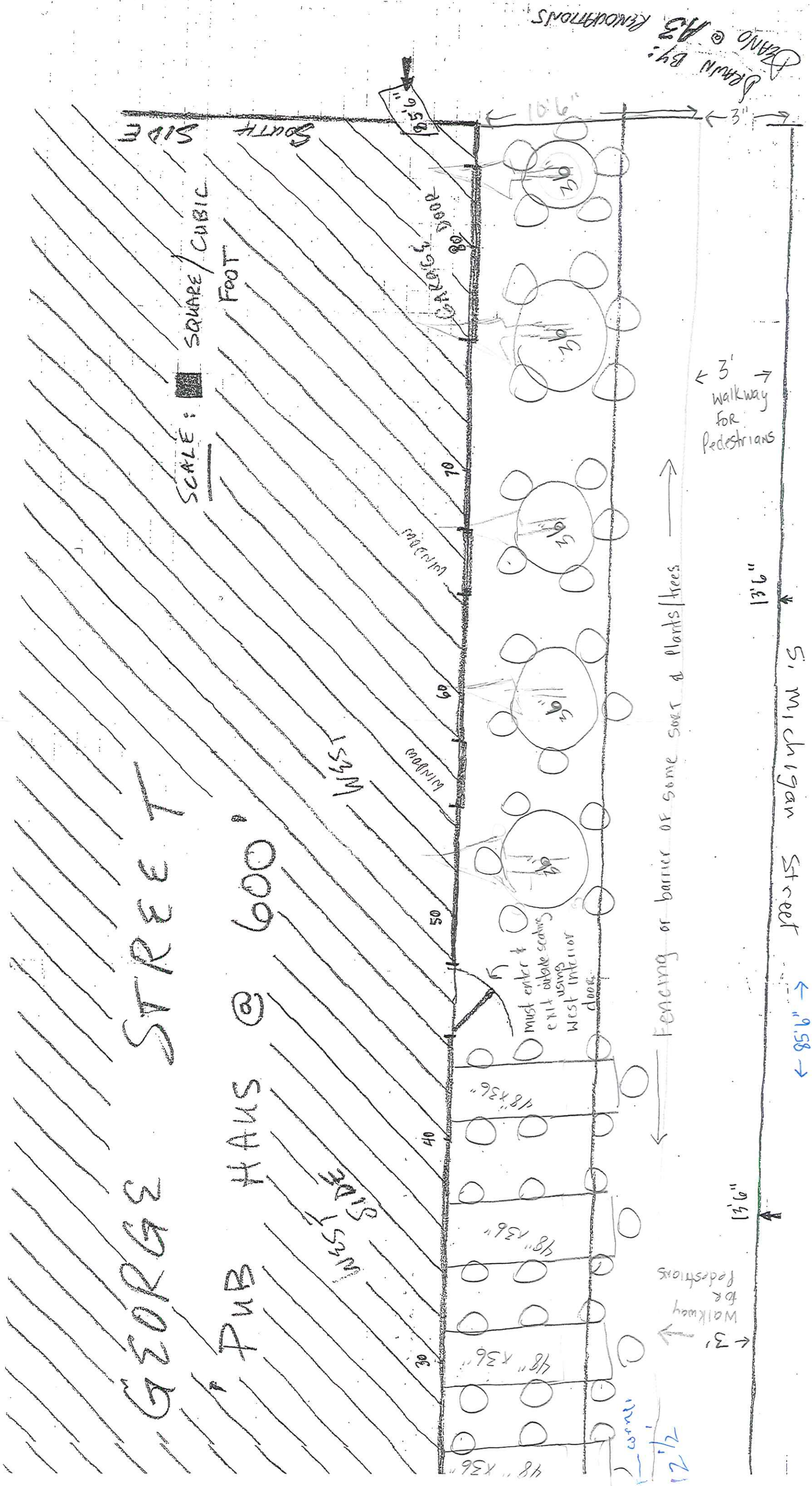
Pubhaus at 600 LLC
Sidewalk Café Permit
Page 3 of 3

George Street

WA BY:

A3 RENOVATIONS





\$ 25.00

Permit Valid:

July 1 thru June 30

Renewal no charge

SIDEWALK CAFE PERMIT APPLICATION

City of De Pere

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

Applicant Information

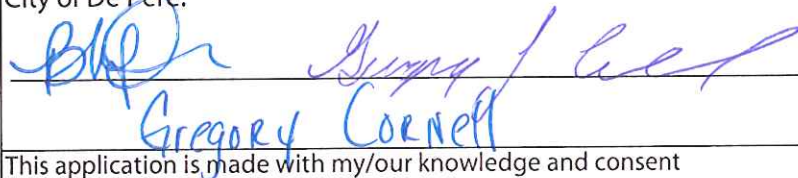
Applicant Name:	Bobbi Schroeder	
Applicant Address:	600 George St	
Applicant Phone:	920.339.5100	Applicant Cell Phone: 260.705.4599
Establishment Name:	Pubhaus 600 LLC	
Establishment Address:	600 George St	
Phone:	920.339.5100	Fax: N/A

Required Materials

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

Signatures

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

 Signature - Establishment Owner

Gregory Cornell

This application is made with my/our knowledge and consent

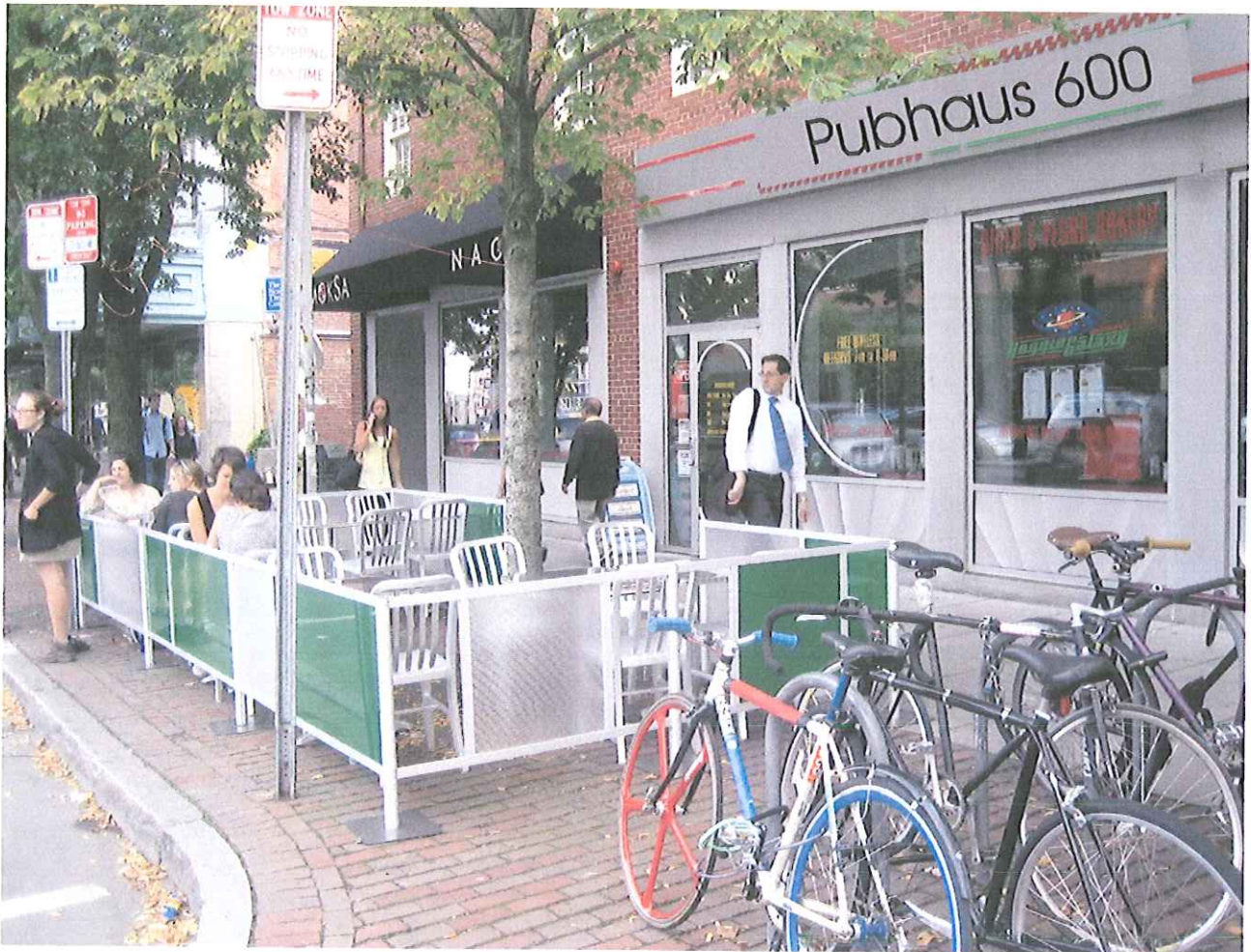
Signature - Property Owner(s).

Approvals

Signature: Clerk's Office

Signature - Board of Public Works, Engineering Division

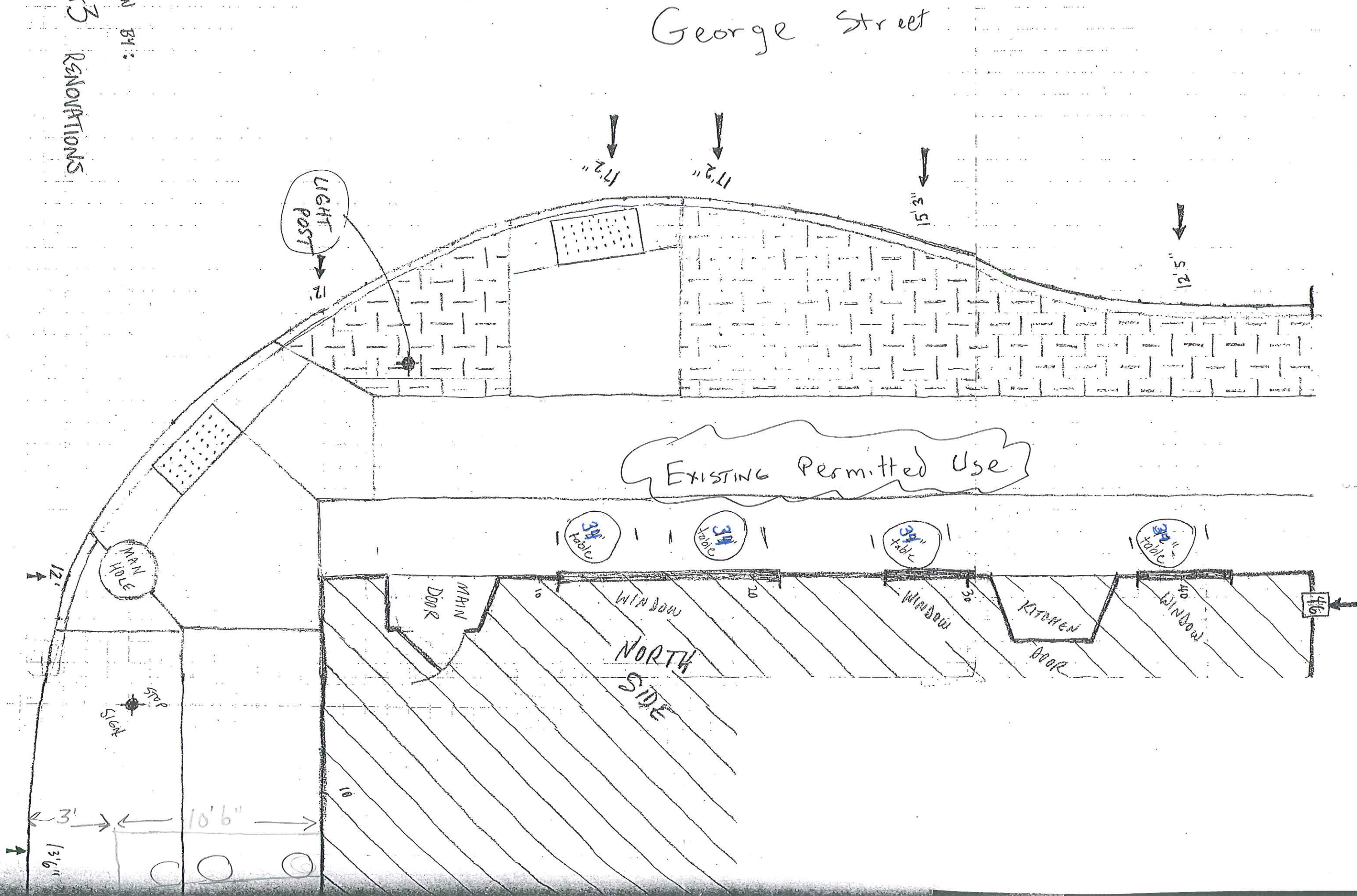
Receipt #	91972
Dated:	7-25-14
Issued:	
Permit #:	

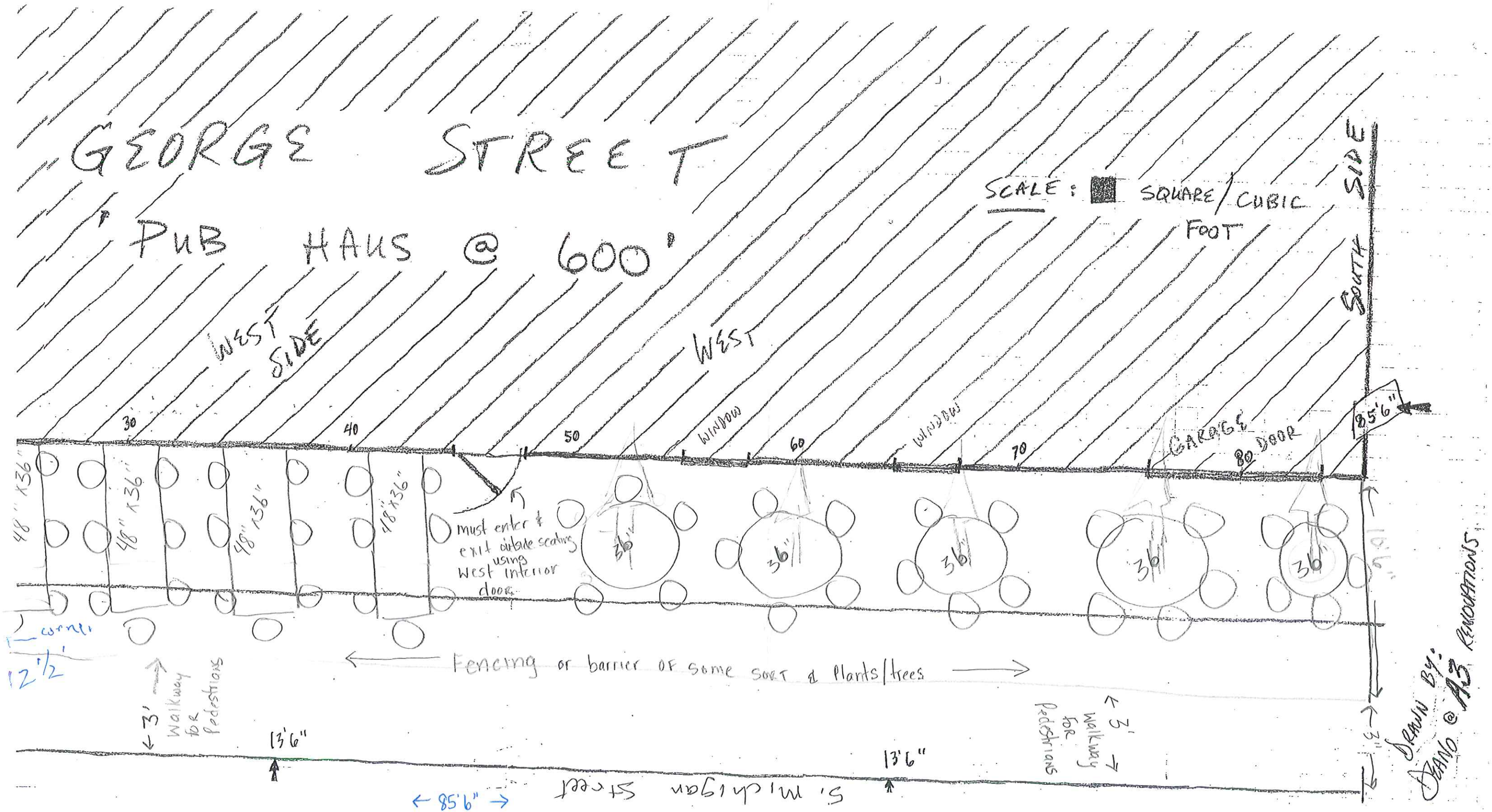




A3 RENOVATIONS

2 W/ B4:





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

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-51, Authorizing Agreement for Consulting Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Water Tower Inspection, Cleaning and Coating and Reservoir Inspection, Cleaning and Overcoating).

ATTACHMENTS:

- Reso14-51 (DOCX)
- Water Tower Clean and Coat-5-14-189-002-14(DOCX)
- Exhibits A thru H - Water Tower (PDF)

RESOLUTION #14-51

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(Water Tower Inspection, Cleaning and Coating
and Reservoir Inspection, Cleaning and Overcoating)

WHEREAS, the City is in need of water tower inspection, cleaning and coating services for its Merrill Street tower, inspection services for its 9th Street reservoir and cleaning and overcoat services for its Scheuring Road reservoir; and

WHEREAS, Water Tower Clean and Coat, Inc. has available and offers to provide personnel and equipment necessary to accomplish such services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement for Consulting Services Between the City of De Pere and Water Tower Clean and Coat, Inc., attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-51 (2196 : Resolution #14-51, Authorizing Tower Cleaning, Coating and Inspections)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND WATER TOWER CLEAN AND COAT, INC.
(Water Tower Inspection, Cleaning and Coating
and Reservoir Inspection, Cleaning and Overcoating)**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2014, by and between the City of De Pere ("City") and Water Tower Clean and Coat, Inc., a Wisconsin corporation ("Consultant"):

WITNESSETH

WHEREAS, the City is in need of water tower inspection, cleaning and coating services for its Merrill Street tower, inspection services for its 9th Street reservoir and cleaning and overcoat services for its Scheuring Road reservoir; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECTS

A. Merrill Tower Cleaning and Coating Project. The Merrill Tower cleaning and coating project is as described in the City Request for Proposals dated April 11, 2014 (Exhibit A) and Consultants Proposal thereto dated April 18, 2014 (Exhibit B). If a conflict exists between Exhibits A and B, the terms of Exhibit A shall prevail. If there is a conflict between Exhibit A and this Agreement, the terms of this agreement shall prevail.

B. Merrill Tower Inspection Project. The Merrill Tower inspection project is as described in the City Request for Proposals dated April 9, 2014 (Exhibit C) and Consultants Proposal thereto dated April 18, 2014 (Exhibit D). If a conflict exists between Exhibits C and D, the terms of Exhibit C shall prevail. If there is a conflict between Exhibit C and this Agreement, the terms of this Agreement shall prevail.

C. Scheuring Road Reservoir Cleaning and Overcoating Project. The Scheuring Road reservoir cleaning and overcoating project is as described in the City Request for Proposals dated April 11, 2014 (Exhibit E) and Consultants Proposal thereto dated April 18, 2014 (Exhibit F). If a conflict exists between Exhibits E and F, the terms of Exhibit E shall prevail. If there is a conflict between Exhibit E and this Agreement, the terms of this Agreement shall prevail.

D. 9th Street Reservoir Inspection Project. The 9th Street reservoir inspection project is as described in the City Request for Proposals dated April 9, 2014 (Exhibit G) and Consultants Proposal thereto dated April 18, 2014 (Exhibit H). If a conflict exists between Exhibits G and H, the terms of Exhibit G shall prevail. If there is a conflict between Exhibit G and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items as described in the Request for Proposals.

IV. AUTHORIZATION, PROGRESS AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the projects and that Consultant's work hereunder shall be completed by October 1, 2014. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay closeout of the contract within said time, Consultant shall so inform the City in writing.

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the City make normal progress in the

performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:

Water Tower Clean and Coat, Inc.
Attention: Nate Litscher
W11822 Reynolds Road
Lodi, WI 53555

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

WATER TOWER CLEAN AND COAT, INC.

By:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

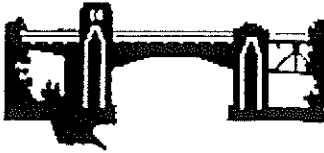
CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2013\McMahon (storm basin) 3-13-189-001-08.docx



City of De Pere

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

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

April 11, 2014

Mr. Nate Litscher
Water Tower Clean and Coat, Inc.
W11822 Reynolds Road
Lodi, WI 53555

RE: Request for Proposals
2014 Merrill Tower Cleaning & Coating Repair

The City of De Pere is requesting a proposal from your firm to perform exterior cleaning and coating repair of the Merrill Tower. The tower is a 250,000 gallon multi-legged steel elevated storage tank that was constructed in 1960. (See picture below) The height of the tower is 121.2 feet and the diameter of the tower is 40 feet. The tower was painted inside and out in 2003.

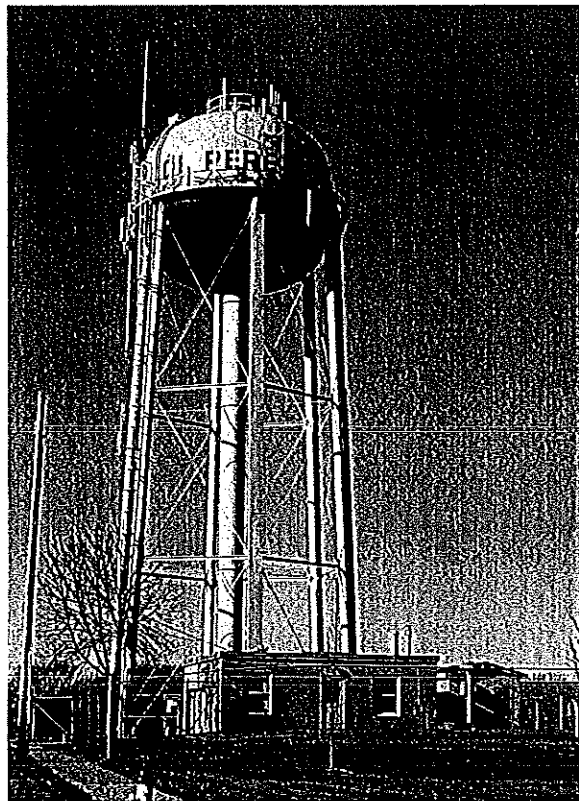


Exhibit A
Page 1 of 3

Scope of Work:

1. Review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.
2. Chlorinated power washing followed with post-wash rinse of mildew inhibitor.
3. Repair of delaminated coating estimated to be no more than 50 square feet.
4. Prepare reports for WDNR as required.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The City's intent is to complete the tower cleaning and coating repair activities by October 1, 2014.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.
- 5.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.

2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals are to be delivered or mailed to:

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

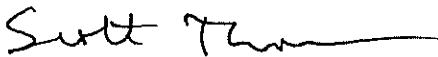
All proposals shall be received prior to 3 p.m. on May 2, 2014. Three (3) copies of the proposal should be submitted for review.

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

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

Sincerely,

DEPARTMENT OF PUBLIC WORKS



Scott Thoresen, P.E.
Director of Public Works

Water Tower Clean and Coat, Inc

Proposal For Services



4/18/2014

Prepared For:
City of DePere Public Works
Scott Thoresen, P.E.
925 S. Sixth Street
DePere, WI 54115

Prepared By:
Nate Litscher
Water Tower Clean & Coat, Inc.
608-592-7574 office
608-279-8452 cell

Water Tower Clean and Coat
W11822 Reynolds Rd.
Lodi, WI 53555

EIN # 391-851002

Phone # (608) 592-7574
Fax # (608) 592-7574

Customer Phone # 920 339 8095

Customer Fax # 920 339 4071

Customer Email: sthoresen@mail.de-pere.org

Customer P.O. #

Customer Tax Exempt #

Description	Quote
Exterior Cleaning and Coating Repair of Merrill St. 250k Gallon Tower Includes chlorinated power washing followed with a post wash rinse of mildew inhibitor. Any delaminated coating will be removed and feathered into the surrounding tightly adhered coating. The surface will be lightly abraded with hand tools to create scarification in the coating and ensure proper adhesion of the new coating. A color matching polyurethane finish coat will be applied to match the surrounding color. Surface area of delaminated coating is estimated to be no more than fifty square feet.	\$3800.00
Notes: A certificate of insurance will be provided to you from our agent.	

Please sign, date and fax this proposal to (608) 592-7574

Total \$3800.00

Customer Signature _____ Date Accepted _____

Water Tower Clean and Coat Inc. utilizes a ground operated, remote controlled robotic cleaning machine that relies on pressure spraying for cleaning the external surfaces of the spheroid towers. We wash above your logo to ground level. WTCC is not liable for the repair or refinishing of any surface areas as a result of our work on or in your tower. If it is determined that your existing paint might incur damage following the initial wash test strip, we reserve the right to cancel this contract and rescind the work order. Full access to your tower is required. We welcome an open inspection

References



Name	Title	Municipality	Phone
Doug Martin, P.E.	DPW	Ashwaubenon, WI	(920) 492-2335
Bill Jelinek	DPW	Tomahawk, WI	(715) 453-2404
Mike Young	DPW	Stoddard, WI	(608) 457-2188
Mark Gruber	DPW	Campbellsport, WI	(920) 533-5113
Kevin Bortz	Water Superintendent	Portage, WI	(608) 697-0266
David Tracey	DPW	Pardeeville, WI	(608) 429-3054
Mark Simon	Water Superintendent	Brookfield, WI	(262) 796-6717
Vince Bashynski	DPW	Randolph, WI	(920) 296-8446
Aaron Patefield	DPW	Coleman, WI	(920) 897-2234
Tim Shackleton	Water Superintendent	Fitchburg, WI	(608) 275-7142
Chuck Buhl	DPW	Browerville, MN	(320) 594-6234
Greg Jacobson	DPW	Elbow Lake, MN	(218) 685-4135
Bill Daley	DPW	Lake Crystal, MN	(507) 381-2483
Jack Bradach	Water Supervisor	Gilbert, MN	(218) 748-2219
Jim Grant	DPW	Harvard, IL	(815) 943-6626
Wayne Rassman	Utility Manager	New Lenox, IL	(815) 485-7589

ACCOUNTING CERTIFICATE OF LIABILITY INSURANCE

DATE 4/21/14

PRODUCER

CURT WALTERS
RURAL MUTUAL INSURANCE
534 NORTH HWY 51
POYNETTE WI 53955

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW, COMPANIES AFFORDING COVERAGE

COMPANY

A SOCIETY INSURANCE

INSURED

WATER TOWER CLEAN AND COAT INC
C/O RUSSELL FIENE
W11822 REYNOLDS RD
Lodi WI 53555

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
-	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT ☐ Business Owners Pak				GENERAL AGGREGATE	\$ -
					PRODUCTS - COMP/OP AGG	\$ -
					PERSONAL & ADV INJURY	\$ -
					EACH OCCURRENCE	\$ -
					FIRE DAMAGE (Any one fire)	\$ -
					MED EXP (any one person)	\$ -
-	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$ -
					BODILY INJURY (Per Person)	\$ -
					BODILY INJURY (Per accident)	\$ -
					PROPERTY DAMAGE	\$ -
-	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	\$ -
					OTHER THAN AUTO ONLY	\$ -
					EACH ACCIDENT	\$ -
					AGGREGATE	\$ -
-	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$ -
					AGGREGATE	\$ -
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	WP 510286	05/07/2013	05/07/2014	☒ WC STAT- ☐ OTHER TORY LIMITS EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	\$ 100,000 \$ 500,000 \$ 100,000
-	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF DEPERE PUBLIC WORKS DEPARTMENT
JSCOTT THORESEN
925 SOUTH SIXTH STREET
DEPERE WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Curt Walters
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named insured and any other insureds and may substantially limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or its appointed General Agent. Where reference is made to an Aggregate Limit, such limit is the Company's maximum liability under the Policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 04/21/2014

NAMED INSURED Watertown Clean & Coat, Inc.

NAMED INSURED'S ADDRESS W11822 Reynolds Road, Lodi, WI 53555

INSURANCE COMPANY NAME: National Fire & Marine Insurance Company

INSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INCEPTION DATE EXPIRATION DATE
72LPS018121	COMMERCIAL GENERAL LIABILITY – Occurrence Form ☒ Premises-Operations ☒ Products/Completed Operations ☐ Other (Specify) _____ Each Occurrence Limit \$ 1,000,000. Damage to Premises Rented \$ 100,000. Medical Expense Limit (Any One Person) \$ 5,000. Personal & Advertising Injury Limit \$ 1,000,000. General Aggregate Limit \$ 2,000,000. Products-Completed Operations Aggregate Limit \$ 2,000,000. POLICY INCLUDES COMPANY-SPECIFIC NON-STANDARD ENDORSEMENTS WHICH MAY BE RESTRICTIVE OR EXCLUSIONARY IN NATURE.		07/25/2013 07/25/2014

This Certificate is not evidence of additional insured status for the certificate holder nor is it descriptive of coverage for any additional insured. The Certificateholder has been named as an additional insured under the terms of a CG2009 (03/97) endorsement to the policy. For a description of the coverage, please refer to the policy.

In the event of any material change in or cancellation of said policy, the Company's appointed General Agent may, but is not obligated to, notify the party to whom this Certificate is issued of such change or cancellation. The COMPANY undertakes no responsibility by reason of any failure to provide such notification.

This Certificate issued to:
CITY OF DEPERE PUBLIC WORKS DEPARTMENT
SCOTT THORESEN
925 SOUTH SIXTH STREET
DEPERE WI 54115

This Certificate issued by:

By Ryan M. Knudt

Northern States Agency, Inc. (Company General Agent)

Retail Producing Agent:
Statewide Services, Inc.
P.O. Box 5555
Madison, WI 53705-0555

M-5238a (02/2007)

CERTIFICATE OF LIABILITY INSURANCE

04/21/2014 10:29 AM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STATEWIDE SERVICES INC. 1241 JOHN Q HAMMONS DR SUITE 200 PO BOX 555 MADISON, WI 53705	CONTACT NAME: Northern States Agency, Inc. PHONE (A/C. No. Ex): 6516462651 FAC (A/C. No): E-MAIL ADDRESS: <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: NATIONAL INDEMNITY COMPANY</td> <td>20087</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL INDEMNITY COMPANY	20087	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: NATIONAL INDEMNITY COMPANY	20087														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED WATER TOWER CLEAN & COAT, INC. W11822 REYNOLDS ROAD LODI, WI 53555															

COVERAGES **CERTIFICATE NUMBER:** 158,685 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
A	AUTOMOBILE AUTHORITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			70APS042171	07/02/2013 12:01 AM	07/02/2014 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per Person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS ☐ OTH-ER ☐ E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Year, Make, Model, VIN	Collision	Camp or Spec. Caus.	Stated Amount	Phys Dam. Deductible	In-Tow Limit	Cargo Limit
2005 DODGE TRUCK 1D7HU18P15J577454	N/A		N/A	N/A	N/A	N/A

CERTIFICATE HOLDER

CITY OF DE PERE PUBLIC WORKS DEPT.
Scott Thoresen
925 South Sixth Street
DE PERE, WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

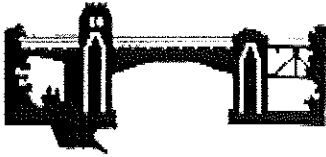


ACORD 25 (2010/05)

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M-5652 (11/2011)

The ACORD name and logo are registered marks of ACORD



City of De Pere

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

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

April 9, 2014

Mr. Nate Litscher
Water Tower Clean and Coat, Inc.
W11822 Reynolds Road
Lodi, WI 53555

RE: Request for Proposals
2014 Merrill Tower Inspection

The City of De Pere is requesting a proposal from your firm to complete inspection of the Merrill Tower. The tower is a 250,000 gallon multi-legged steel elevated storage tank that was constructed in 1960. (See picture below) The height of the tower is 121.2 feet and the diameter of the tower is 40 feet. The tower was painted inside and out in 2003. The tower was last inspected in 2009 with a dry inspection.

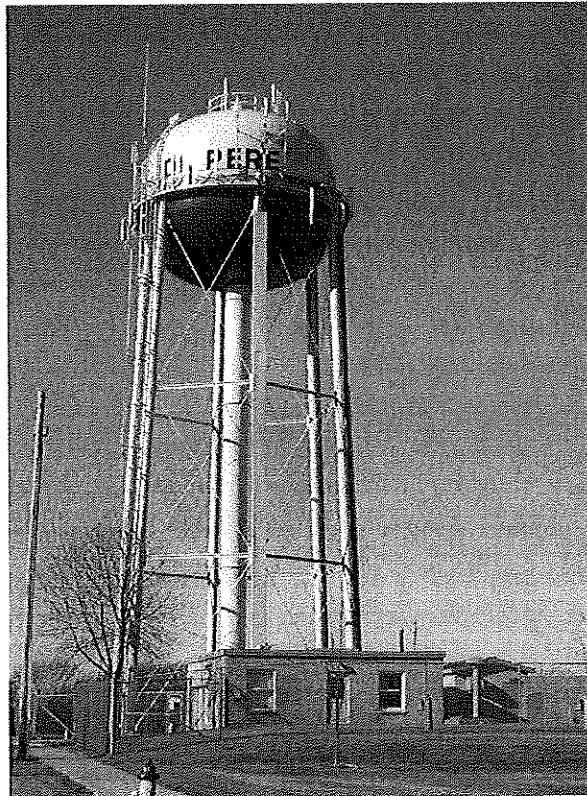


Exhibit C

The City is required by Wisconsin Statutes NR 811.08(5) to inspect our water storage facilities every five (5) years. The interior of the tank for this inspection will require at a minimum a wet inspection

Scope of Work:

1. Review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.
2. Conduct inspections of the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements.
3. Prepare a final report showing the results of the tower inspection. The report shall include a summary of the inspection and a list of any deficiencies in the tower. The written report will include photos for the tower inspection. The final report will contain recommendations for future work based on the results of this inspection.
4. Prepare reports for WDNR as required.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The City's intent is to complete the tower inspection activities by October 1, 2014.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.
2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals are to be delivered or mailed to:

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

All proposals shall be received prior to 3 p.m. on May 2, 2014. Three (3) copies of the proposal should be submitted for review.

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

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

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

References



Name	Title	Municipality	Phone
Doug Martin, P.E.	DPW	Ashwaubenon, WI	(920) 492-2335
Bill Jelinek	DPW	Tomahawk, WI	(715) 453-2404
Mike Young	DPW	Stoddard, WI	(608) 457-2188
Mark Gruber	DPW	Campbellsport, WI	(920) 533-5113
Kevin Bortz	Water Superintendent	Portage, WI	(608) 697-0266
David Tracey	DPW	Pardeeville, WI	(608) 429-3054
Mark Simon	Water Superintendent	Brookfield, WI	(262) 796-6717
Vince Bashynski	DPW	Randolph, WI	(920) 296-8446
Aaron Patefield	DPW	Coleman, WI	(920) 897-2234
Tim Shackleton	Water Superintendent	Fitchburg, WI	(608) 275-7142
Chuck Buhl	DPW	Browerville, MN	(320) 594-6234
Greg Jacobson	DPW	Elbow Lake, MN	(218) 685-4135
Bill Daley	DPW	Lake Crystal, MN	(507) 381-2483
Jack Bradach	Water Supervisor	Gilbert, MN	(218) 748-2219
Jim Grant	DPW	Harvard, IL	(815) 943-6626
Wayne Rassman	Utility Manager	New Lenox, IL	(815) 485-7589

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE 4/21/14

PRODUCER

CURT WALTERS
RURAL MUTUAL INSURANCE
534 NORTH HWY 51
POYNETTE WI 53955

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A SOCIETY INSURANCE

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

WATER TOWER CLEAN AND COAT INC
C/O RUSSELL FIENE
W11822 REYNOLDS RD
Lodi WI 53555

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT ☐ Business Owners Pak				GENERAL AGGREGATE PRODUCTS - COM/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (any one person)	\$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$ \$ \$
	GARAGE LIABILITY ☐ ANY AUTO ☐ ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	\$ \$ \$ \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	\$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	WP 510286	05/07/2013	05/07/2014	☒ WC STATU- ☐ OTHER TORY LIMITS EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	\$ 100,000 \$ 500,000 \$ 100,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF DEPERE PUBLIC WORKS DEPARTMENT
JSCOTT THORESEN
925 SOUTH SIXTH STREET
DEPERE WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Curt Walters
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named insured and any other insureds and may substantially limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or its appointed General Agent. Where reference is made to an Aggregate Limit, such limit is the Company's maximum liability under the Policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 04/21/2014NAMED INSURED Watertower Clean & Coat, Inc.NAMED INSURED'S ADDRESS W11822 Reynolds Road, Lodi, WI 53555INSURANCE COMPANY NAME: National Fire & Marine Insurance CompanyINSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INCEPTION DATE EXPIRATION DATE
72LPS018121	COMMERCIAL GENERAL LIABILITY – Occurrence Form ☒ Premises-Operations ☒ Products/Completed Operations ☐ Other (Specify) _____ Each Occurrence Limit <u>\$ 1,000,000.</u> Damage to Premises Rented <u>\$ 100,000.</u> Medical Expense Limit (Any One Person) <u>\$ 5,000.</u> Personal & Advertising Injury Limit <u>\$ 1,000,000.</u> General Aggregate Limit <u>\$ 2,000,000.</u> Products-Completed Operations Aggregate Limit <u>\$ 2,000,000.</u> POLICY INCLUDES COMPANY-SPECIFIC NON-STANDARD ENDORSEMENTS WHICH MAY BE RESTRICTIVE OR EXCLUSIONARY IN NATURE.		07/25/2013 07/25/2014

This Certificate is not evidence of additional insured status for the certificate holder nor is it descriptive of coverage for any additional insured. The Certificateholder has been named as an additional insured under the terms of a CG2009 (03/97) endorsement to the policy. For a description of the coverage, please refer to the policy.

In the event of any material change in or cancellation of said policy, the Company's appointed General Agent may, but is not obligated to, notify the party to whom this Certificate is issued of such change or cancellation. The COMPANY undertakes no responsibility by reason of any failure to provide such notification.

This Certificate issued to:
 CITY OF DEPERE PUBLIC WORKS DEPARTMENT
 SCOTT THORESEN
 925 SOUTH SIXTH STREET
 DEPERE WI 54115

This Certificate Issued by:

By Ryan M. KruetzNorthern States Agency, Inc. (Company General Agent)

Retail Producing Agent:

Statewide Services, Inc.

P.O. Box 5555

Madison, WI 53705-0555



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/21/2014 10:29 AM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STATEWIDE SERVICES INC. 1241 JOHN Q HAMMONS DR SUITE 200 PO BOX 555 MADISON, WI 53705	CONTACT NAME Northern States Agency, Inc. PHONE (A/C No E-4) 6516462651 FAC (A/C No) E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC #
INSURED WATER TOWER CLEAN & COAT, INC. W11822 REYNOLDS ROAD LODI, WI 53555	INSURER A: NATIONAL INDEMNITY COMPANY 20087 INSURER B INSURER C INSURER D INSURER E INSURER F

COVERAGES **CERTIFICATE NUMBER:** 158,685 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ FRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/CP AGG \$
A	AUTOMOBILE AUTHORITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			70APS042171	07/02/2013 12:01 AM	07/02/2014 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per Person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Year, Make, Model, VIN	Collision	Comp or Spec. Caus	Stated Amount	Phys Dam Deductible	In-Tow Limit	Cargo Limit
2005 DODGE TRUCK 1D7HU18P15J577454	N/A		N/A	N/A	N/A	N/A

CERTIFICATE HOLDER

CITY OF DE PERE PUBLIC WORKS DEPT.
Scott Thoresen
925 South Sixth Street
DE PERE, WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



City of De Pere

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

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

April 11, 2014

Mr. Nate Litscher
Water Tower Clean and Coat, Inc.
W11822 Reynolds Road
Lodi, WI 53555

RE: Request for Proposals
2014 Scheuring Reservoir Cleaning & Over Coating

The City of De Pere is requesting a proposal from your firm to perform exterior cleaning and over coating of the Scheuring Road reservoir. The reservoir is a 250,000 gallon concrete ground storage reservoir that was constructed in 1982. (See picture below) The over flow height of the reservoir is 16 feet.

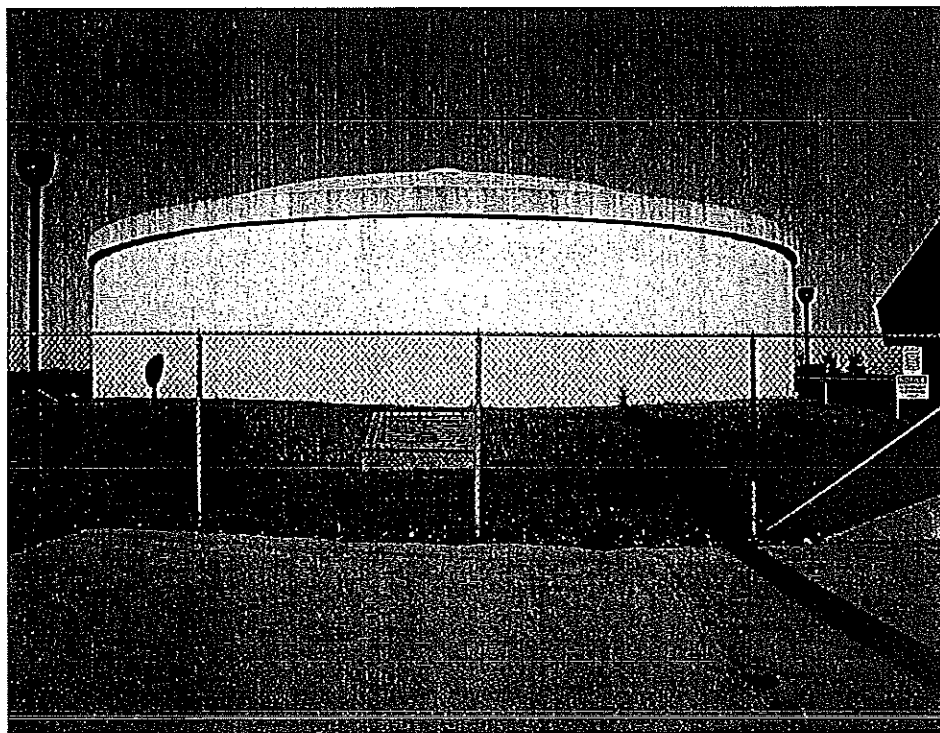


Exhibit E

Page 1 of 3

Scope of Work:

1. Review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.
2. Aggressive power wash of entire reservoir.
3. Overcoat of Tnemec Series 180 Tneme-Crete or equivalent of entire reservoir
4. Prepare reports for WDNR as required.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The City's intent is to complete the reservoir cleaning and over coating activities by October 1, 2014.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.
- 5.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.

2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals are to be delivered or mailed to:

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

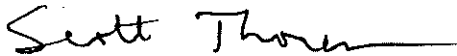
All proposals shall be received prior to 3 p.m. on May 2, 2014. Three (3) copies of the proposal should be submitted for review.

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

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

Sincerely,

DEPARTMENT OF PUBLIC WORKS



Scott Thoresen, P.E.
Director of Public Works

Water Tower Clean and Coat, Inc

Proposal For Services



4/18/2014

Prepared For:
City of DePere Public Works
Scott Thoresen, P.E.
925 S. Sixth Street
DePere, WI 54115

Prepared By:
Nate Litscher
Water Tower Clean & Coat, Inc.
608-592-7574 office
608-279-8452 cell

Water Tower Clean and Coat
W11822 Reynolds Rd.
Lodi, WI 53555

EIN # 391-851002

Phone # (608) 592-7574
Fax # (608) 592-7574

Customer Phone # 920 339 8095

Customer Fax # 920 339 4071

Customer Email: sthoresen@mail.de-pere.org

Customer P.O. #

Customer Tax Exempt #

Description	Quote
Exterior Cleaning and Overcoat of the Scheuring Rd. Reservoir Includes aggressive chlorinated power washing. Any visible cracks will be filled and patched with a one part polyurethane sealant. The entire exterior surfaces of the reservoir will be coated with Themec[®] Series 180 Theme-Crete to achieve a dry film thickness of 4.0-10.0 mils (100-255 microns). The color will be chosen by the owner.	\$14,200.00
Notes: A certificate of insurance will be provided to you from our agent.	

Please sign, date and fax this proposal to (608) 592-7574

Total \$14,200.00

Customer Signature _____ Date Accepted _____

Water Tower Clean and Coat Inc. utilizes a ground operated, remote controlled robotic cleaning machine that relies on pressure spraying for cleaning the external surfaces of the spheroid towers. We wash above your logo to ground level. WTCC is not liable for the repair or refinishing of any surface areas as a result of our work on or in your tower. If it is determined that your existing paint might incur damage following the initial wash test strip, we reserve the right to cancel this contract and rescind the work order. Full access to your tower is required. We welcome an open inspection

References



CLEAN & COAT, INC.

Name	Title	Municipality	Phone
Doug Martin, P.E.	DPW	Ashwaubenon, WI	(920) 492-2335
Bill Jelinek	DPW	Tomahawk, WI	(715) 453-2404
Mike Young	DPW	Stoddard, WI	(608) 457-2188
Mark Gruber	DPW	Campbellsport, WI	(920) 533-5113
Kevin Bortz	Water Superintendent	Portage, WI	(608) 697-0266
David Tracey	DPW	Pardeeville, WI	(608) 429-3054
Mark Simon	Water Superintendent	Brookfield, WI	(262) 796-6717
Vince Bashynski	DPW	Randolph, WI	(920) 296-8446
Aaron Patefield	DPW	Coleman, WI	(920) 897-2234
Tim Shackleton	Water Superintendent	Fitchburg, WI	(608) 275-7142
Chuck Buhl	DPW	Browerville, MN	(320) 594-6234
Greg Jacobson	DPW	Elbow Lake, MN	(218) 685-4135
Bill Daley	DPW	Lake Crystal, MN	(507) 381-2483
Jack Bradach	Water Supervisor	Gilbert, MN	(218) 748-2219
Jim Grant	DPW	Harvard, IL	(815) 943-6626
Wayne Rassman	Utility Manager	New Lenox, IL	(815) 485-7589

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 4/21/14

PRODUCER

CURT WALTERS
RURAL MUTUAL INSURANCE
534 NORTH HWY 51
POYNETTE WI 53955

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COMPANIES AFFORDING COVERAGE

COMPANY

A

SOCIETY INSURANCE

INSURED

WATER TOWER CLEAN AND COAT INC
C/O RUSSELL FIENE
W11822 REYNOLDS RD
Lodi WI 53555

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	WP 510286	05/07/2013	05/07/2014	☒ WC STATUS- ☐ OTHER TORY LIMITS EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF DEPERE PUBLIC WORKS DEPARTMENT
JSCOTT THORESEN
925 SOUTH SIXTH STREET
DEPERE WI 54115

CANCELLATION

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AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

This certificate of Insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named Insured and any other insureds and may substantially limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or its appointed General Agent. Where reference is made to an Aggregate Limit, such limit is the Company's maximum liability under the Policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 04/21/2014NAMED INSURED Watertower Clean & Coat, Inc.NAMED INSURED'S ADDRESS W11822 Reynolds Road, Lodi, WI 53555INSURANCE COMPANY NAME: National Fire & Marine Insurance CompanyINSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INCEPTION DATE EXPIRATION DATE
72LPS018121	COMMERCIAL GENERAL LIABILITY – Occurrence Form ☒ Premises-Operations ☒ Products/Completed Operations ☐ Other (Specify) _____ Each Occurrence Limit <u>\$ 1,000,000.</u> Damage to Premises Rented <u>\$ 100,000.</u> Medical Expense Limit (Any One Person) <u>\$ 5,000.</u> Personal & Advertising Injury Limit <u>\$ 1,000,000.</u> General Aggregate Limit <u>\$ 2,000,000.</u> Products-Completed Operations Aggregate Limit <u>\$ 2,000,000.</u> POLICY INCLUDES COMPANY-SPECIFIC NON-STANDARD ENDORSEMENTS WHICH MAY BE RESTRICTIVE OR EXCLUSIONARY IN NATURE.		07/25/2013 07/25/2014

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This Certificate issued to:
 CITY OF DEPERE PUBLIC WORKS DEPARTMENT
 SCOTT THORESEN
 925 SOUTH SIXTH STREET
 DEPERE WI 54115

This Certificate Issued by:

By Ryan M. KnudtNorthern States Agency, Inc. (Company General Agent)

Retail Producing Agent:

Statewide Services, Inc.

P.O. Box 5555

Madison, WI 53705-0555



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/21/2014 10:29 AM

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PRODUCER STATEWIDE SERVICES INC. 1241 JOHN Q HAMMONS DR SUITE 200 PO BOX 555 MADISON, WI 53705	CONTACT NAME Northern States Agency, Inc. PHONE (A/C. No. E4) 6516462651 FAC (A/C. No.) E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL INDEMNITY COMPANY NAIC # 20087 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED WATER TOWER CLEAN & COAT, INC. W11822 REYNOLDS ROAD LODI, WI 53555	

COVERAGES **CERTIFICATE NUMBER:** 158,685 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE AUTHORITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			70APS042171	07/02/2013 12:01 AM	07/02/2014 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per Person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					VC STATUTORY LIMITS ☐ OTHER ☐ E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
2005 DODGE TRUCK 1D7HU18P15J577454	N/A		N/A	N/A	N/A	N/A

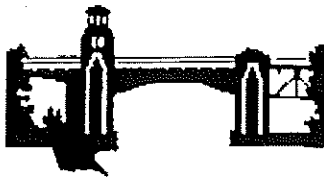
CERTIFICATE HOLDER

 CITY OF DE PERE PUBLIC WORKS DEPT.
 Scott Thoresen
 925 South Sixth Street
 DE PERE, WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



City of De Pere

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

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

April 9, 2014

Mr. Nate Litscher
Water Tower Clean and Coat, Inc.
W11822 Reynolds Road
Lodi, WI 53555

RE: Request for Proposals
2014 9th Street Reservoir Inspection

The City of De Pere is requesting a proposal from your firm to complete inspection of the 9th Street reservoir. The reservoir is a 250,000 – gallon ground storage reservoir that was constructed in 1964. The reservoir was last inspected in 2009 with a dry inspection. The City is required by Wisconsin Statutes NR 811.08(5) to inspect our water storage facilities every five (5) years. The interior of the reservoir for this inspection will require at a minimum a wet inspection.

Scope of Work:

1. Review existing drawings and as-built of reservoir and any other pertinent information pertaining to the reservoir.
2. Conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) requirements.
3. Prepare a final report showing the results of the reservoir inspection. The report shall include a summary of the inspection and a list of any deficiencies in the reservoir. The written report will include photos for the reservoir inspection. The final report will contain recommendations for future work based on the results of this inspection.
4. Prepare reports for WDNR as required.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The City's intent is to complete the reservoir inspection activities by October 1, 2014.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.
2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals are to be delivered or mailed to:

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

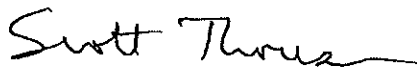
All proposals shall be received prior to 3 p.m. on May 2, 2014. Three (3) copies of the proposal should be submitted for review.

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

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

Sincerely,

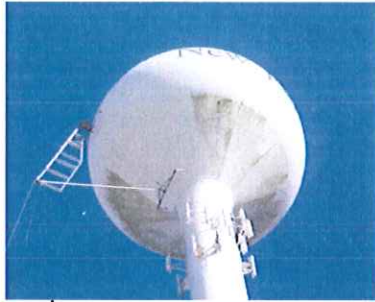
DEPARTMENT OF PUBLIC WORKS



Scott Thoresen, P.E.
Director of Public Works

Water Tower Clean and Coat, Inc

Proposal For Services



4/18/2014

Prepared For:
City of DePere Public Works
Scott Thoresen, P.E.
925 S. Sixth Street
DePere, WI 54115

Prepared By:
Nate Litscher
Water Tower Clean & Coat, Inc.
608-592-7574 office
608-279-8452 cell

Water Tower Clean and Coat
W11822 Reynolds Rd.
Lodi, WI 53555

EIN # 391-851002

Phone # (608) 592-7574
Fax # (608) 592-7574

Customer Phone # 920 339 8095

Customer Fax # 920 339 4071

Customer Email: sthoresen@mail.de-pere.org

Customer P.O. #

Customer Tax Exempt #

Description	Quote
Interior Wet Inspection of 9th Street 250k Gallon Reservoir WI DNR 5 Year Survey will be completed and forwarded to owner upon completion of inspection. The interior surfaces of the tank will be carefully inspected for any cracks or evidence of leaks. The report includes digital pictures and video of all aspects of the tank interior and exterior. Tank will be scrutinized for any deficiencies and compliance with current OSHA, AWWA, EPA and WI DNR regulations. A conditions report with recommendation and cost estimates for repairs is also included. Sanitation will be in accordance with C652-11 AWWA standard. The tank will remain in service during the inspection.	\$1800.00
Cleaning Option: Sediment will be evacuated from the tank while in service	Add \$300.00
Notes: A certificate of insurance will be provided to you from our agent.	

Please sign, date and fax this proposal to (608) 592-7574

Total \$

Customer Signature _____ Date Accepted _____

Water Tower Clean and Coat Inc. utilizes a ground operated, remote controlled robotic cleaning machine that relies on pressure spraying for cleaning the external surfaces of the spheroid towers. We wash above your logo to ground level. WTCC is not liable for the repair or refinishing of any surface areas as a result of our work on or in your tower. If it is determined that your existing paint might incur damage following the initial wash test strip, we reserve the right to cancel this contract and rescind the work order. Full access to your tower is required. We welcome an open inspection

ACORD 101 CERTIFICATE OF LIABILITY INSURANCE

DATE 4/21/14

PRODUCER

CURT WALTERS
RURAL MUTUAL INSURANCE
534 NORTH HWY 51
POYNETTE WI 53955

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A SOCIETY INSURANCE

INSURED

WATER TOWER CLEAN AND COAT INC
C/O RUSSELL FIENE
W11822 REYNOLDS RD
Lodi WI 53555

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT ☐ Business Owners Pak				GENERAL AGGREGATE PRODUCTS - COM/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (any one person)
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per Person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL	WP 510286	05/07/2013	05/07/2014	☒ WC STATUS- ☐ OTHER TORY LIMITS EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF DEPERE PUBLIC WORKS DEPARTMENT
JSCOTT THORESEN
925 SOUTH SIXTH STREET
DEPERE WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE, SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Curt Walters
AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named insured and any other insureds and may substantially limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or its appointed General Agent. Where reference is made to an Aggregate Limit, such limit is the Company's maximum liability under the Policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 04/21/2014

NAMED INSURED Watertown Clean & Coat, Inc.

NAMED INSURED'S ADDRESS W11822 Reynolds Road, Lodi, WI 53555

INSURANCE COMPANY NAME: National Fire & Marine Insurance Company

INSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131-3580

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INCEPTION DATE EXPIRATION DATE
72LPS018121	COMMERCIAL GENERAL LIABILITY – Occurrence Form ☒ Premises-Operations ☒ Products/Completed Operations ☐ Other (Specify) _____ Each Occurrence Limit <u>\$ 1,000,000.</u> Damage to Premises Rented <u>\$ 100,000.</u> Medical Expense Limit (Any One Person) <u>\$ 5,000.</u> Personal & Advertising Injury Limit <u>\$ 1,000,000.</u> General Aggregate Limit <u>\$ 2,000,000.</u> Products-Completed Operations Aggregate Limit <u>\$ 2,000,000.</u> POLICY INCLUDES COMPANY-SPECIFIC NON-STANDARD ENDORSEMENTS WHICH MAY BE RESTRICTIVE OR EXCLUSIONARY IN NATURE.		07/25/2013 07/25/2014

This Certificate is not evidence of additional insured status for the certificate holder nor is it descriptive of coverage for any additional insured. The Certificateholder has been named as an additional insured under the terms of a CG2009 (03/97) endorsement to the policy. For a description of the coverage, please refer to the policy.

In the event of any material change in or cancellation of said policy, the Company's appointed General Agent may, but is not obligated to, notify the party to whom this Certificate is issued of such change or cancellation. The COMPANY undertakes no responsibility by reason of any failure to provide such notification.

This Certificate issued to:
 CITY OF DEPERE PUBLIC WORKS DEPARTMENT
 SCOTT THORESEN
 925 SOUTH SIXTH STREET
 DEPERE WI 54115

This Certificate Issued by:

By *Ryan M. Knecht*

Northern States Agency, Inc. (Company General Agent)

Retail Producing Agent:

Statewide Services, Inc.

P.O. Box 5555

Madison, WI 53705-0555



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04/21/2014 10:29 AM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
STATEWIDE SERVICES INC.
 1241 JOHN Q HAMMONS DR SUITE 200 PO BOX 555
 MADISON, WI 53705

CONTACT NAME **Northern States Agency, Inc.**

PHONE
 (A/C. No. E4) **6516462651**

FAC
 (A/C. No)

E-MAIL
 ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

WATER TOWER CLEAN & COAT, INC.
 W11822 REYNOLDS ROAD
 LODI, WI 53555

INSURER A: **NATIONAL INDEMNITY COMPANY**

20087

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: **158,685**

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COM/PROP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE AUTHORITY			70APS042171	07/02/2013 12:01 AM	07/02/2014 12:01 AM	
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per Person) \$ N/A
	☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ N/A
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ N/A
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LAB						\$
	☐ CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N						OTH-ER
	(Mandatory in NH)						E. L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E. L. DISEASE - EA EMPLOYEE \$
							E. L. DISEASE - POLICY LIMIT \$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Year, Make, Model, VIN	Collision	Comp or Spec. Caus	Stated Amount	Phys Dam Deductible	In-Tow Limit	Cargo Limit
2005 DODGE TRUCK 1D7HU18P15J577454	N/A		N/A	N/A	N/A	N/A

CERTIFICATE HOLDER

CITY OF DE PERE PUBLIC WORKS DEPT.
 Scott Thoresen
 925 South Sixth Street
 DE PERE, WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tom Y...

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-52, Authorizing Contract for Contractor Services (Concrete Grinding).

The Engineering Department received proposals for Project 14-19A Concrete Grinding Sidewalk on May 1st. This work is for repairs to City sidewalk and curb and gutter. This project will be done previous to the sidewalk repair project 14-05. The proposals received were as follows:

Bidder	Amount
Raise Rite Concrete Lifting	\$4,100.00
Concrete Cutters Inc.	\$4,560.00
Safe Step LLC	\$6,361.70

The capital improvements budget includes \$5,000 for this work from the General Obligation Debt. The staff recommendation is to award this project to Raise Rite Concrete Lifting in the amount of \$4,100.

ATTACHMENTS:

- Reso14-52 (DOCX)
- Raise Rite - Concrete Grinding 5-14-161-01-12 (DOCX)
- Exhibit A - Raise Rite (PDF)
- Exhibit B - Raise Rite (PDF)
- 14-19A BID TAB (PDF)

RESOLUTION #14-52

AUTHORIZING CONTRACT FOR CONTRACTOR SERVICES
(Concrete Grinding)

WHEREAS, the City is in need of concrete grinding services for the 2014 construction season; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-52 (2208 : Resolution #14-52, Project 14-19A Concrete Sidewalk Grinding)

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

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of De Pere, Wisconsin, ("City"), and Raise Rite Concrete Lifting, Inc. ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City's Request for Proposals, Project 14-19A, Concrete Grinding Sidewalk, attached and incorporated as Exhibit A. Such work shall be done in conformance with the Special Provisions identified in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

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

III. INSURANCE

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

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

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

(B) Limits of Liability:

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

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

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability:

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

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

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

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

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

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Raise Rite Concrete Lifting, Inc.
Attn: Brian Cvetezar
4903 Leonard Lane
Manitowoc, WI 54220

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

RAISE RITE CONCRETE LIFTING, INC.

By:

CITY OF DE PERE

By:

Print Name: _____
Title: _____

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana L. Defnet, Clerk-Treasurer

Approved as to Form:

City Attorney

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Raise Rite Concrete Lifting, Inc.
Concrete Grinding Contract
Page 5 of 5

CITY OF DE PERE - BOARD OF PUBLIC WORKS
REQUEST FOR PROPOSALS
PROJECT 14-19A
CONCRETE GRINDING SIDEWALK
VARIOUS LOCATIONS

Proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, May 1, 2014.**

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

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

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

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 14-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	100*	\$_____.____	\$_____.____
2) Grinding of sidewalk wider than five (5) feet wide	LF	10*	\$_____.____	\$_____.____
			TOTAL	\$_____.____

*Estimate, final totals determined in field

PROPOSAL

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

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

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 14-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2014 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. CONCRETE GRINDING SPECIFICATION

Description

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

A. Materials

Perform grinding using dry, vertical carbide grinding equipment that will leave a non-slip surface. Grinding can also be performed by saw cutting with flush mounted diamond-tipped blades capable of horizontal cutting to remove the concrete completely to all edges of the walk.

B. Construction

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

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

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

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

C. Measurement

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

D. Payment

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

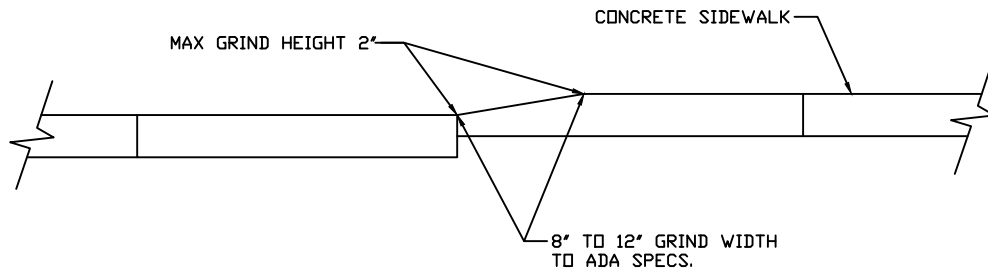
<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH
2) Grinding of sidewalk wider than five (5) feet wide	LF

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

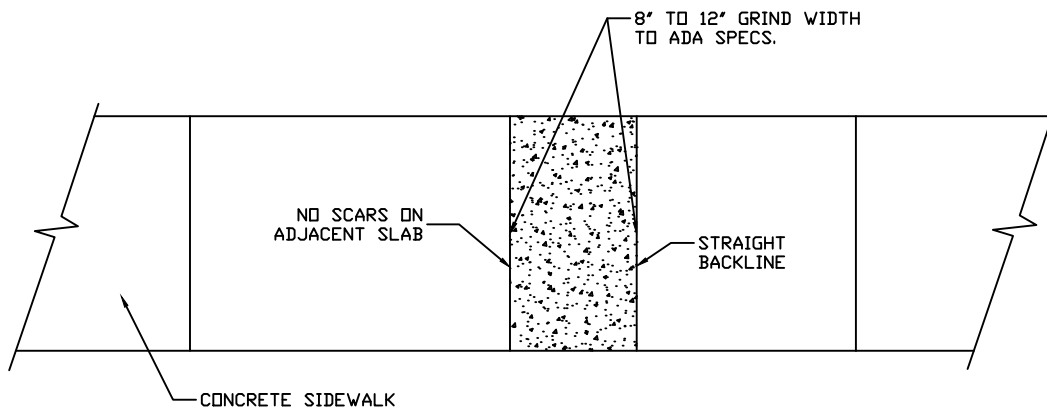
3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress.

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

It is anticipated that the agreement (sample attached) will be provided to the contractor after May 20, 2014. Start date is June 23, 2014.



SIDE VIEW



TOP VIEW

CONCRETE SIDEWALK
GRINDING DETAIL

REF. SEC.

DETAIL NO.
GRINDING DETAIL

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

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

Charges for reimbursable costs determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XI. ALLOCATION OF RISKS

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

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

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

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

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

XIV. INTEGRATION

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

XV. JURISDICTION

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

XVI. SUSPENSION OF WORK

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

XVII. TERMINATION OF WORK

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

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for

filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

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

XVIII. MEDIATION

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

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

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

XIX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2013\Consultant Agreement Template.docx

SAMPLE

Attachment: Exhibit A - Raise Rite (2208 : Resolution #14-52, Project 14-19A Concrete Sidewalk Grinding)

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 14-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	100*	\$ <u>40</u> . <u>00</u>	\$ <u>4000</u> . <u>00</u>
2) Grinding of sidewalk wider than five (5) feet wide	LF	10*	\$ <u>10</u> . <u>00</u>	\$ <u>100</u> . <u>00</u>
			TOTAL	\$ <u>4100</u> . <u>00</u>

*Estimate, final totals determined in field

PROPOSAL

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

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

James M Hoffman
(Signature of Bidder)

TITLE ESTIMATOR

JIM HOFFMAN
Print or Type Name of Bidder

**PROJECT 14-19A CONCRETE GRINDING SIDEWALK
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				RAISE RITE CONCRETE LIFTING INC.		CONCRETE CUTTERS		SAFE STEP LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1)	Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	100	\$ 40.00	\$ 4,000.00	\$44.80	\$4,480.00	\$62.37	\$6,237.00
2)	Grinding of sidewalk wider than five (5) feet wide	LF	10	\$ 10.00	\$ 100.00	\$8.00	\$80.00	\$12.47	\$124.70
	Total Amount Bid				\$ 4,100.00		\$4,560.00		\$6,361.70

Attachment: 14-19A BID TAB (2208 : Resolution #14-52, Project 14-19A Concrete Sidewalk Grinding)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-53, Authorizing Contract for Contractor Services (Mudjacking).

The Engineering Department received proposals for Project 14-19 Mudjacking - Curb & Gutter and Sidewalk on May 1st. This work is for repairs to City sidewalk and curb and gutter. This project will be done previous to the sidewalk repair project 14-05. The proposals received were as follows:

Bidder	Amount
Badger Concrete Lifting	\$2,250.00
Raise Rite Concrete Lifting	\$3,500.00

The capital improvements budget includes \$2,500 for this work from the General Obligation Debt. The staff recommendation is to award the project to Badger Concrete Lifting in the amount of \$2,250.00.

ATTACHMENTS:

- Reso14-53 (DOCX)
- Badger Concrete Lifting - Mudjacking 5-14-161-001-12 (DOCX)
- Exhibit A - Badger (PDF)
- Exhibit B - Badger (PDF)
- Exhibit C - Badger (PDF)
- 14-19 Bid Tab(PDF)

RESOLUTION #14-53

AUTHORIZING CONTRACT FOR CONTRACTOR SERVICES
(Mudjacking)

WHEREAS, the City is in need of mudjacking services for the 2014 construction season;
and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-53 (2194 : Resolution #14-53, Project 14-19 Mudjacking)

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

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of De Pere, Wisconsin, ("City"), and Badger Concrete Lifting ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete mudjacking services described in the City's Request for Proposals, Project 14-19, Mudjacking, attached and incorporated as Exhibit A. Such work shall be done in conformance with Section 32 01 20 MUD-JACKING of the City's 2014 Construction Specifications, attached and incorporated as Exhibit C. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

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

III. INSURANCE

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

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

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

(B) Limits of Liability:

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

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

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability:

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

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

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

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

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

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

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

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

BADGER CONCRETE LIFTING

By:

Wayne Schoenebeck, Owner

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

Approved as to Form:

City Attorney

H:\jdupont\Agreements\2014\Badger Concrete Lifting - Mudjacking 5-14-161-001-12.docx

CITY OF DE PERE - BOARD OF PUBLIC WORKS
REQUEST FOR PROPOSALS
PROJECT 14-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

Proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, May 1, 2014**

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

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

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

Attachment: Exhibit A - Badger (2194 : Resolution #14-53, Project 14-19 Mudjacking)

CITY OF DE PERE - BOARD OF PUBLIC WORKS
 SCHEDULE OF PRICES
 PROJECT 14-19
 MUDJACKING - CURB & GUTTER AND SIDEWALK
 VARIOUS LOCATIONS

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

* Estimate, final totals determined in field.

PROPOSAL

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

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

 (Signature of Bidder)

TITLE _____

 Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 14-19

MUDJACKING - CURB & GUTTER

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2014 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. MUD-JACKING.

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

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

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

C. Measurement

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

D. Payment

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

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

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

It is anticipated that the agreement (sample attached) will be provided to the contractor after May 20, 2014. Start date is June 16, 2014.

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

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

Charges for reimbursable costs determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XI. ALLOCATION OF RISKS

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

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

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

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

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

XIV. INTEGRATION

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

XV. JURISDICTION

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

XVI. SUSPENSION OF WORK

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

XVII. TERMINATION OF WORK

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

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for

filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

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

XVIII. MEDIATION

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

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

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

XIX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

Attachment: Exhibit A - Badger (2194 : Resolution #14-53, Project 14-19 Mudjacking)

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2013\Consultant Agreement Template.docx

SAMPLE

Attachment: Exhibit A - Badger (2194 : Resolution #14-53, Project 14-19 Mudjacking)

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 14-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

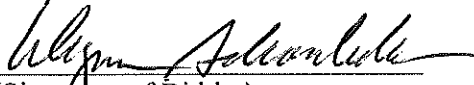
<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100*	\$ <u>4.50</u>	\$ <u>450.⁰⁰</u>
SD-02 Mud-Jacking Sidewalk	SF	1200*	\$ <u>1.50</u>	\$ <u>1800.⁰⁰</u>
TOTAL				\$ <u>2250.⁰⁰</u>

* Estimate, final totals determined in field.

PROPOSAL

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

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


(Signature of Bidder)

TITLE OWNER

WAYNE SCHWENBECK
Print or Type Name of Bidder

SECTION 32 01 20**MUD-JACKING****PART 1 – GENERAL****1.1 SUMMARY**

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

1.2 REFERENCES (Not Used)**1.3 SUBMITTALS**

- A. Grout mix design.

PART 2 – PRODUCTS**2.1 MATERIALS**

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

PART 3 – EXECUTION**3.1 MUDJACKING CONCRETE**

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

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

3.2 MUD-JACK HOLE RESTORATION

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

3.3 CLEAN-UP

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

END OF SECTION

**PROJECT 14-19 MUDJACKING
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2	
				BADGER CONCRETE LIFTING		RAISE RITE CONCRETE LIFTING INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100	\$ 4.50	\$ 450.00	\$ 5.00	\$ 500.00
SD-02	Mud-Jacking Sidewalk	SF	1,200	\$ 1.50	\$ 1,800.00	\$ 2.50	\$ 3,000.00
	Total Amount Bid				\$ 2,250.00		\$ 3,500.00

Attachment: 14-19 Bid Tab (2194 : Resolution #14-53, Project 14-19 Mudjacking)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-54, Authorizing Amendment to Agreement Waiving Notice and Agreeing to Assessment.

At the 2/11/13 Board of Public Works (BOPW) meeting, staff had brought forward for consideration of extending deferred assessments for parcel WD - D0104 and parcel WD -L496 abutting Lost Dauphin Road. (See attached 2/4/13 memo). The BOPW voted to extend the deferred assessments on the two parcels along Lost Dauphin Road for three (3) years. (See attached 2/11/13 BOPW meeting minutes). As indicated by staff at this meeting, other items needed to be addressed with the Town of Lawrence before the Town would agree to the extension.

Since the 2/11/13 BOPW meeting, the Town of Lawrence and City staff have met to discuss the terms of the deferred assessment and have agreed upon the following:

1. The assessments for parcels WD-D0104 & WD - L496 shall be extended until December 31, 2017. (See attached map)
2. The Town of Lawrence time frame to construct its own water mains and cease utilizing City water mains as the non-emergency source of potable water shall be extended until December 31, 2017.

The original 2005 agreement with the Town was the City would provide water to the Town residents until such time the Town was provided water from the Central Brown County Water Authority (CBCWA) and the Town had installed its own water main commencing at a point at the north line of the Barrington Point Subdivision (See attached map). At this time, the Town has not installed its water main and this agreement will extend the Town's requirement to install water main until December 31, 2017.

Staff recommends approving the following intergovernmental agreements:

1. Amendment to Agreement Waiving Notice and Agreeing to Assessment. (See attached)
2. Second Amendment to Supplemental Intergovernmental Agreement Between the City of De Pere and the Town of Lawrence Regarding the Planning and Implementation of a

Water and Sewer Main Project Along Lost Dauphin Road. (See attached)

ATTACHMENTS:

- Reso14-54 (DOCX)
- Amendment to Special Assessment Agreement (PDF)
- Exhibit 1 - Amendment to Special Assessment (PDF)
- Town of Lawrence Intergovernmental Agreements 050714 (PDF)

RESOLUTION #14-54

AUTHORIZING AMENDMENT TO AGREEMENT WAIVING NOTICE
AND AGREEING TO ASSESSMENT

WHEREAS, the City of De Pere, Town of Lawrence and Best Built, Inc. are parties to an Agreement Waiving Notice and Agreeing to Assessment dated April 3, 2007 ("the Agreement") regarding installation of public improvements benefitting property along Lost Dauphin Road in the City of De Pere, Wisconsin; and

WHEREAS, the parties to the Agreement wish to extend the deadline for payment of special assessments related to those public improvements as provided in this Amendment; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Agreement Waiving Notice and Agreeing to Special Assessment, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AMENDMENT TO AGREEMENT WAIVING NOTICE
AND AGREEING TO ASSESSMENT**

WHEREAS, the City of De Pere ("City"), Town of Lawrence ("Town") and Best Built, Inc. ("Best Built") are parties to an Agreement Waiving Notice and Agreeing to Assessment dated April 3, 2007 ("the Agreement") regarding installation of public improvements benefitting property along Lost Dauphin Road in the City of De Pere, Wisconsin, a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the parties to the Agreement wish to extend the deadline for payment of special assessments related to those public improvements as provided in this Amendment.

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

1. The period of assessment deferral identified in paragraphs 1.a.i. and 1.a.ii.c and d of the Agreement are hereby extended and revised from five (5) years to December 31, 2017.
2. All other terms, conditions, obligations and requirements of the Agreement remain unchanged by this Amendment.

Dated this 14th day of April, 2014.

CITY OF DEPERE

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

BEST BUILT, INC.

Craig Kassner, President

TOWN OF LAWRENCE

John Klasen, Chair

Jennifer L. Messerschmidt, Clerk-Treasurer

AGREEMENT WAIVING NOTICE AND AGREEING TO ASSESSMENT

THIS AGREEMENT, made and entered into this 3RD day of April, 2007, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), the Town of Lawrence, a Wisconsin municipal town ("Town") and Best Built Inc. ("Best Built") owning property along Lost Dauphin Road, De Pere, Wisconsin.

RECITALS

WHEREAS, the City has approved an Intergovernmental Agreement Regarding Planning and Implementation of Water Distribution and Sanitary Sewer System Projects with the Town of Lawrence whereby sewer and water improvements will be extended from their current location in the City on Lost Dauphin Road right-of-way south into the Town of Lawrence; and

WHEREAS, the Town will contract for the design and construction of the sewer and water main extension; and

WHEREAS, the City agrees to reimburse the Town for the City portion of the project costs; and

WHEREAS, Best Built owns real property abutting that area of Lost Dauphin Road through which improvements will be constructed by the Town of Lawrence specifically on Tax Parcels WD-D0104 and WD-L496; and

WHEREAS, the Best Built property on Lost Dauphin Road will be benefited by such sewer and water improvements.

NOW, THEREFORE, the parties hereto, based on the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Best Built on its own behalf and on behalf of any and all successors in interest, freely and voluntarily waive any right it may have to notice of sewer and water

Best Built Special Assessment Waiver
Page 2 of 3

improvement construction for Parcels WD-D0104 and WD-L496, located on Lost

Dauphin Road or notice of public hearing on such issue and further agree as follows:

a. That said property be assessed per front foot for the 1745.02 front feet of said property abutting Lost Dauphin Road for the sewer and water improvements fronting such property. It is the intent of the parties that Best Built be assessed in accordance to the City of De Pere Assessment Policy which is as follows:

i. Payment on the assessments levied by City shall be deferred up to five (5) years from the issuance of Notice of Substantial Completion of the Improvements for improvements adjacent to undeveloped land.

ii. Said deferrals shall cease and the amount assessed due and payable the earliest of:

a. Connection to the sewer or water;

b. Transfer of ownership of the parcel or part of parcel against which such assessment is levied. If title to part of the parcel against which assessment is levied is transferred, only such assessment which is attributable to the part transferred shall become due and payable; or

c. Expiration of five (5) years; or

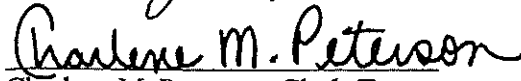
d. Assessments against parcels not transferred may, after the expiration of the 5-year deferral, be paid in cash within 30 days of invoice or in five (5) annual installments, together with interest on the unpaid balance at the rate established by the Common Council at the time the deferral period ceases.

Best Built Special Assessment Waiver
Page 3 of 3

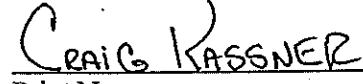
- b. That the method of determining the assessment rate (front foot) is reasonable.
 - c. That Best Built waives any and all right or recourse it may have through State or Federal Court pursuant to Section 66.0703, Wis. Stats., or otherwise to challenge the assessment agreed to in this agreement, it being the desire of Best Built, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
2. The City of De Pere agrees to levy the sewer and water assessments against parcel WD-L500-1 and WD-L505-1 in accordance with the City of De Pere Assessment Policy as described in this Agreement.
3. The City of De Pere agrees to pay the Town of Lawrence any and all collected sewer and water assessments from Best Built against parcel WD-D0104 and WD-L496 within thirty (30) days of collection.
4. Best Built agrees to pay a maximum final assessment no more than ten percent (10%) above the original projected assessment rate of \$56.00 per lineal foot.

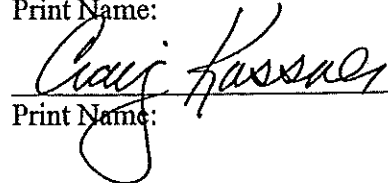
CITY OF DE PERE


Michael J. Walsh, Mayor

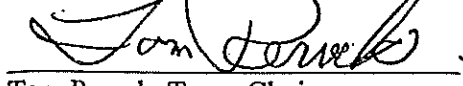

Charlene M. Peterson, Clerk-Treasurer

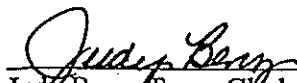
BEST BUILT INC.


Print Name:


Print Name:

TOWN OF LAWRENCE


Tom Perock, Town Chairman


Judy Benz, Town Clerk

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2/11/13 DUNN

ITEM 6

City of De Pere Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, City Engineer
Date: February 4, 2013
Subject: Consider Extension of Deferred Assessment – WD-D0104 and WD-L496

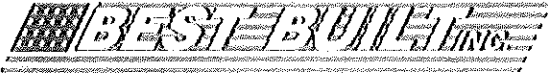
The City has received a request from Best Built to extend deferred assessments on two parcels (WD-D0104 and WD-L496) along Lost Dauphin Road.

In 2007, the City, town of Lawrence, and two property owners (Best Built and Helen Garrity) entered into agreements to defer special assessments for sewer and water against properties in the city for a period of five years (see attached Agreement Waiving Notice and Agreeing to Assessment). Sewer was extended along Lost Dauphin Road as an extension of earlier sewer service to town properties along Lost Dauphin Road. Water was extended to town properties for a 5-year period in advance of CBCWA water being available. The Best Built and Garrity properties received the 5-year deferment in order for them to create plans to develop their properties since they did not request the improvements (they were installed in front of their properties on the way to the Lawrence properties.) The Garrity property has been sold and assessments paid.

Under the Agreement the Town paid for the extension of the improvements, including the portion of improvements in front of the Garrity and Best Built properties. The Agreement calls for the city to reimburse the Town as the property owner pays off the assessments. The town has indicated to city staff that it is amenable to updating the agreement to continue deferral of the Best Built assessments. Other terms of an extension of the Agreement have not been ironed out.

Since the deferment agreement was signed, the real estate market deteriorated and housing demand significantly decreased such that Best Built has not yet developed their property. The City has experienced an uptick in residential development in the last year. At this time, the City is facing a shortage of buildable single-family residential lots.

While the City is in need of residential properties for development, staff is understanding of the economic circumstances the area has endured since 2008. For that reason, staff has no recommendation for or against the deferral.



3100 Holmgren Way
Green Bay, WI 54304

Phone: 920/337-6488
Fax: 920/337-1973
Email: Build@BestBuiltInc.com

December 12, 2012

City of De Pere
Judith Schmidt-Lehman-City Attorney
335 S. Broadway
De Pere, WI 54115

Re: Request to Extend Assessment Deferral

Dear Judy:

Enclosed please find an initial request for a deferral extension as well as a City of De Pere response to our request. To date we have not been contacted since your last letter and we are still hoping to obtain the requested deferral. As I noted in our original deferral the construction market has been extremely limited. We are hoping to receive this deferral since such a large portion of this remaining parcel is still undeveloped.

In closing, I would certainly be willing to meet with the city to discuss our request in more detail. Please contact me at your soonest convenience. Thank you.

Respectfully,
Best Built

A handwritten signature in black ink, appearing to read "Craig Kassner".

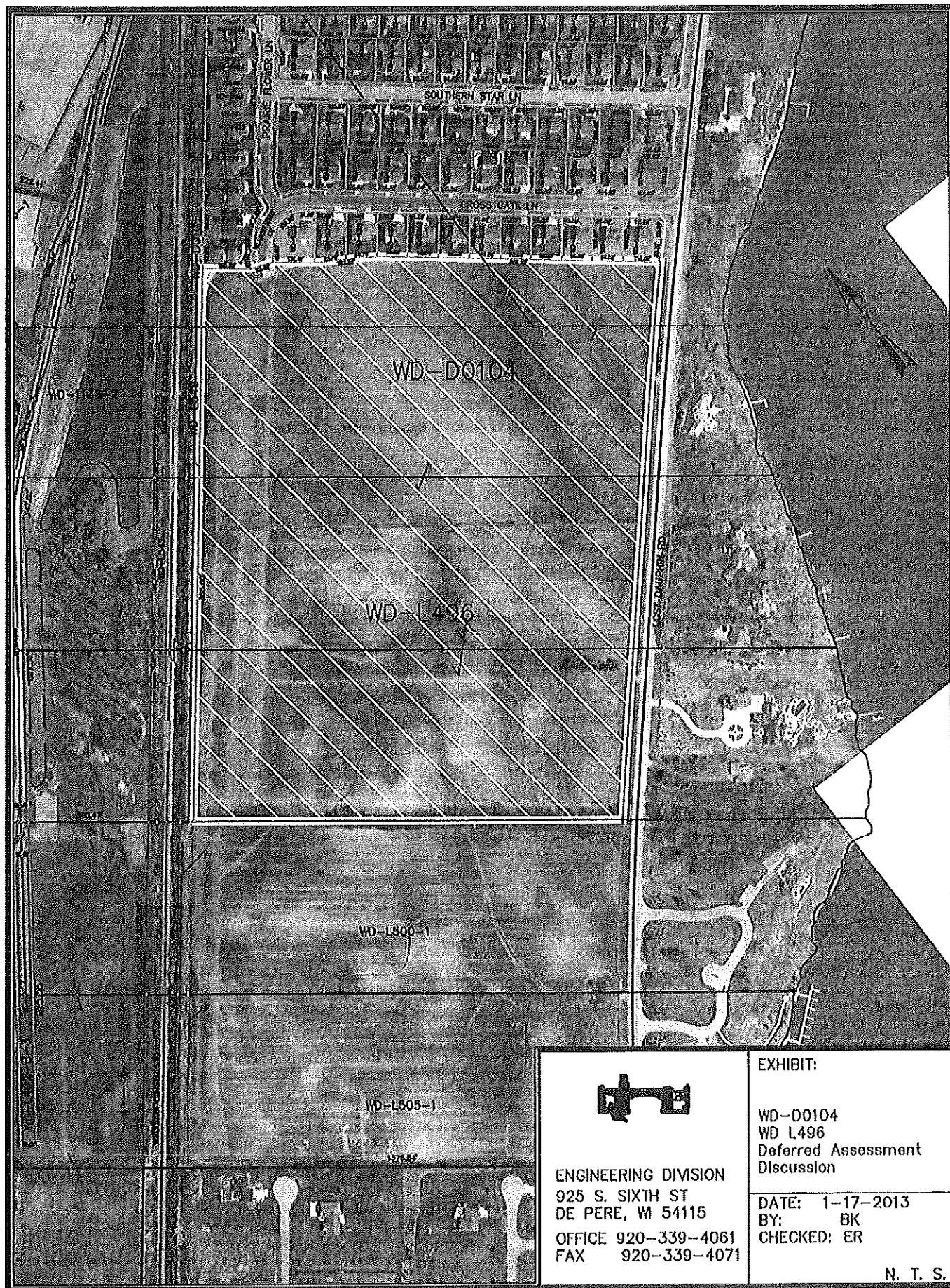
Craig Kassner
President

Enclosures
cc: Mayor Michael Walsh

☐ Construction

☐ Development

www.BestBuiltInc.com



AGREEMENT WAIVING NOTICE AND AGREEING TO ASSESSMENT

THIS AGREEMENT, made and entered into this 3RD day of April 2007, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), the Town of Lawrence, a Wisconsin municipal town ("Town") and Best Built Inc. ("Best Built") owning property along Lost Dauphin Road, De Pere, Wisconsin.

RECITALS

WHEREAS, the City has approved an Intergovernmental Agreement Regarding Planning and Implementation of Water Distribution and Sanitary Sewer System Projects with the Town of Lawrence whereby sewer and water improvements will be extended from their current location in the City on Lost Dauphin Road right-of-way south into the Town of Lawrence; and

WHEREAS, the Town will contract for the design and construction of the sewer and water main extension; and

WHEREAS, the City agrees to reimburse the Town for the City portion of the project costs; and

WHEREAS, Best Built owns real property abutting that area of Lost Dauphin Road through which improvements will be constructed by the Town of Lawrence specifically on Tax Parcels WD-D0104 and WD-L496; and

WHEREAS, the Best Built property on Lost Dauphin Road will be benefited by such sewer and water improvements.

NOW, THEREFORE, the parties hereto, based on the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Best Built on its own behalf and on behalf of any and all successors in interest, freely and voluntarily waive any right it may have to notice of sewer and water

Best Built Special Assessment Waiver
Page 2 of 3

improvement construction for Parcels WD-D0104 and WD-L496, located on Lost Dauphin Road or notice of public hearing on such issue and further agree as follows:

a. That said property be assessed per front foot for the 1745.02 front feet of said property abutting Lost Dauphin Road for the sewer and water improvements fronting such property. It is the intent of the parties that Best Built be assessed in accordance to the City of De Pere Assessment Policy which is as follows:

- i. Payment on the assessments levied by City shall be deferred up to five (5) years from the issuance of Notice of Substantial Completion of the Improvements for improvements adjacent to undeveloped land.
- ii. Said deferrals shall cease and the amount assessed due and payable the earliest of:
 - a. Connection to the sewer or water;
 - b. Transfer of ownership of the parcel or part of parcel against which such assessment is levied. If title to part of the parcel against which assessment is levied is transferred, only such assessment which is attributable to the part transferred shall become due and payable; or
 - c. Expiration of five (5) years; or
 - d. Assessments against parcels not transferred may, after the expiration of the 5-year deferral, be paid in cash within 30 days of invoice or in five (5) annual installments, together with interest on the unpaid balance at the rate established by the Common Council at the time the deferral period ceases.

Best Built Special Assessment Waiver
Page 3 of 3

- b. That the method of determining the assessment rate (front foot) is reasonable.
 - c. That Best Built waives any and all right or recourse it may have through State or Federal Court pursuant to Section 66.0703, Wis. Stats., or otherwise to challenge the assessment agreed to in this agreement, it being the desire of Best Built, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.
2. The City of De Pere agrees to levy the sewer and water assessments against parcel WD-L500-1 and WD-L505-1 in accordance with the City of De Pere Assessment Policy as described in this Agreement.
3. The City of De Pere agrees to pay the Town of Lawrence any and all collected sewer and water assessments from Best Built against parcel WD-D0104 and WD-L496 within thirty (30) days of collection.
4. Best Built agrees to pay a maximum final assessment no more than ten percent (10%) above the original projected assessment rate of \$56.00 per lineal foot.

CITY OF DE PERE

Michael J. Walsh, Mayor

Charlene M. Peterson, Clerk-Treasurer

TOWN OF LAWRENCE

Tom Peroock, Town Chairman

Judy Benz, Town Clerk
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BEST BUILT INC.

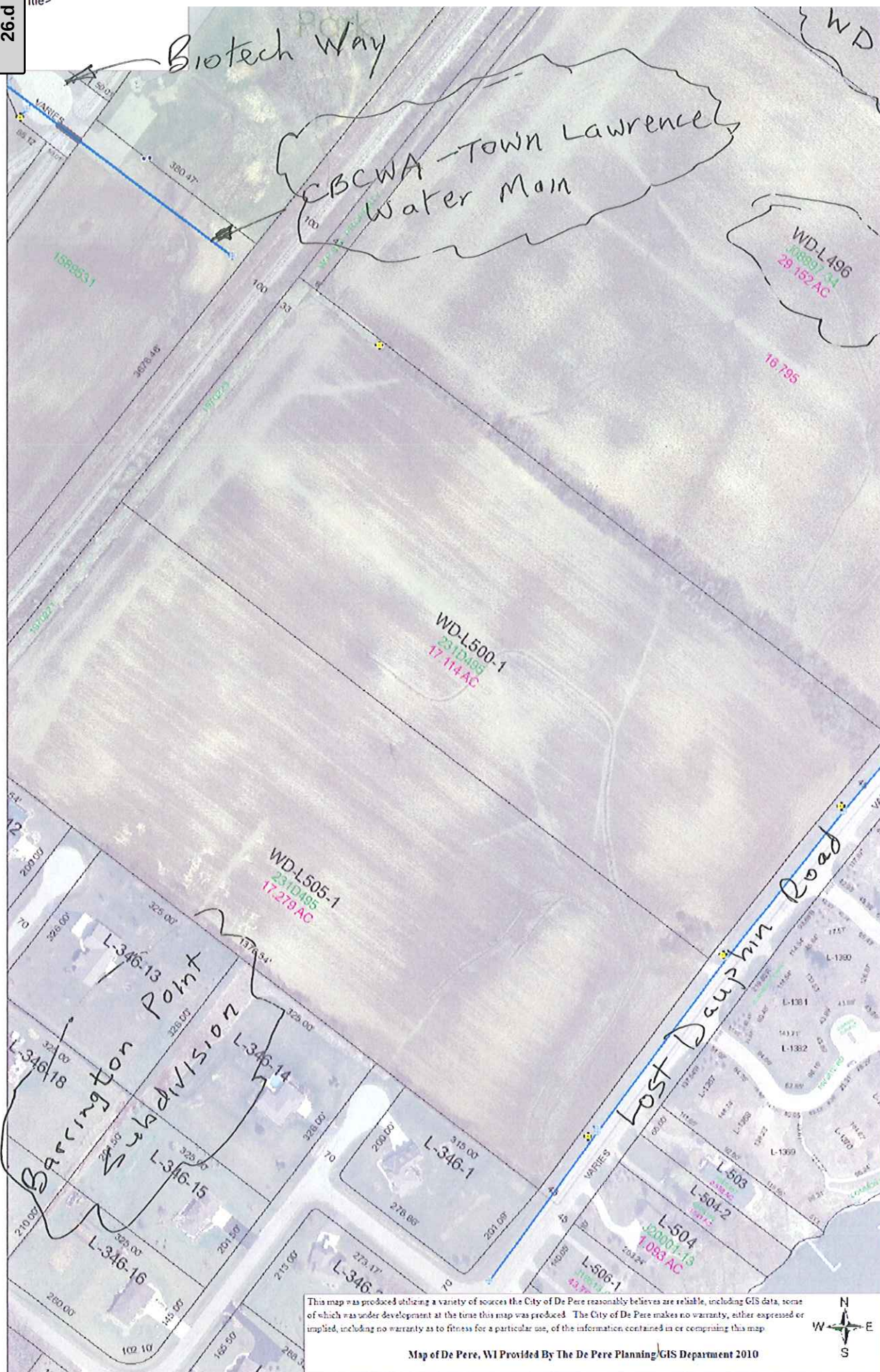
CRAIG KASSNER
Print Name:

Craig Kassner
Print Name:

past for sidewalk construction on cul-de-sacs and when that requirement had been changed to exclude the construction of sidewalks in cul-de-sacs. A request was made to revisit this, although it was stated that the City is no longer planning cul-de-sacs. Mayor Walsh moved to open the meeting at 7:54pm, seconded by Alderperson Boyd, unanimously passed. Ryan Hopf at 1503-1505 Red Maple Road, asked for clarification for his property. City Engineer Rakers shared that it was just for the Red Maple Road side of his property. Mayor Walsh moved to return to regular order at 7:57pm, seconded by Alderperson Boyd, upon vote it passed unanimously. Alderperson Bauer moved to order in sidewalks for the listed locations as part of the 2013 sidewalk program, Alderperson Crevier seconded the motion. Upon vote the motion passed unanimously.

6. Consider Extension of Deferred Assessment – WD-D0104. The City had received a request from Best Built to extend deferred assessments on two parcels (WD-D0104 and WD-L496) along Lost Dauphin Road. City Engineer Rakers informed the Board that the City and the Town of Lawrence and two property Owners (Best Built and Helen Garrity) in 2007 had entered into agreements to defer special assessments for sewer and water against their two properties for a 5-year period. Under the Agreement the Town paid for the extension of the improvements, including the portion of improvements in front of the Garrity and Best Built properties. The Garrity property has been sold and assessments paid. Best Built was asking for an extension to the 2007 deferment due to the real estate market deterioration and decrease in housing demand such that Best Built has not yet developed their property. City Engineer Rakers explained that while the City is in need of residential properties for development, staff is understanding of the economic circumstances the area has endured since 2008. For that reason, staff had no recommendation for or against the deferral. Alderperson Bauer moved to open the meeting at 8:02pm, seconded by Alderperson Boyd, the motion passed. Craig Kassner, 1500 Waterford Drive, Green Bay, WI, shared that Best Built has no desire to make more street improvements at this time due to the debt burden that it would cause. Discussion followed regarding the length of the deferment and Craig Kassner agreed that a three year deferment would be good. Alderperson Bauer moved to return to regular order at 8:04pm, seconded by Alderperson Boyd, upon vote, motion passed. Discussion followed indicating that the money in question was the Town of Lawrence money. Alderperson Bauer moved to extend the deferred assessments on two parcels (WD-D0104 and WD-L496) along Lost Dauphin Road for 3 years, Alderperson Boyd seconded the motion. Alderperson Kneiszel voted nay, all others voted aye.

7. Consider Approval of Minutes of Parking and Traffic Team, January 15, 2013. City Engineer Rakers explained two items for action. The first item was to clarify with new signage the parking regulations for the 400 and 500 block of Erie Street (Merrill to Chicago). Engineer Rakers explained that this would not change the ordinance; the signs would be to match the current parking behavior. It was suggested that notices be sent to the whole block regarding the new signage. Mayor Walsh moved to correct the signage between the 400 and 500 block of Erie Street, motion seconded by Alderperson Boyd, motion passed unanimously. The second item was a recommendation presented by City Engineer Rakers to place a curve sign at a curve in the 400 block of 9th Street. Engineer Rakers shared that there have been



Barrington Point Subdivision



Map provided by the Brown County Planning & Land Services Department - Land Information Office (LIO)

A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

05/07/2014
Scale 1:4800

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

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-55, Authorizing Second Amendment to Supplemental Agreement Between the City of De Pere and the Town of Lawrence Regarding the Planning and Implementation of a Water and Sewer Main Project along Lost Dauphin Road.

ATTACHMENTS:

- Reso14-55 (DOCX)
- 2nd Amendment to Intergovt Agreement (PDF)

RESOLUTION #14-55

AUTHORIZING SECOND AMENDMENT TO SUPPLEMENTAL INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF DE PERE AND THE TOWN OF
LAWRENCE REGARDING THE PLANNING AND IMPLEMENTATION
OF A WATER AND SEWER MAIN PROJECT ALONG LOST DAUPHIN ROAD

WHEREAS, the City of De Pere and Town of Lawrence entered into the above-referenced Supplemental Agreement dated May 21, 2007, as amended July 30, 2007 (herein “the Agreement”); and

WHEREAS, the Agreement provided for deferral of special assessments for a five (5) year period after completion of construction; and

WHEREAS, the parties wish to extend the terms of the deferral in the Agreement; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Second Amendment to Supplemental Intergovernmental Agreement, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-55 (2213 : Resolution #14-55, Authorizing 2nd Amendment to Agreement with Town of Lawrence)

**SECOND AMENDMENT TO SUPPLEMENTAL
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DE PERE AND THE TOWN OF LAWRENCE
REGARDING THE PLANNING AND IMPLEMENTATION OF A
WATER AND SEWER MAIN PROJECT ALONG
LOST DAUPHIN ROAD**

This is the Second Amendment to the Supplemental Intergovernmental Agreement Between the City of De Pere and the Town of Lawrence Regarding the Planning and Implementation of a Water and Sewer Main Project Along Lost Dauphin Road, dated May 21, 2007 and amended July 30, 2007, and entered into pursuant to Wis. Stat. §66.0301, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and the Town of Lawrence, a Wisconsin town ("Town"), as a supplement to the original Agreement between these same parties originally dated July 28, 2005 in connection with water distribution and sanitary sewer system projects.

RECITALS

WHEREAS, the City and Town entered into the above-referenced Supplemental Agreement dated May 21, 2007, as amended dated July 30, 2007 (herein "the Agreement"); and

WHEREAS, the Agreement provided for deferral of special assessments for a five (5) year period after completion of construction; and

WHEREAS, the parties wish to extend the terms of the deferral in the Agreement.

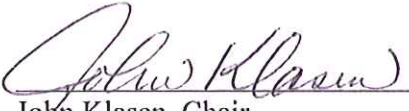
NOW THEREFORE, upon the mutual promises and obligations contained herein, the parties hereby agree as follows:

1. The period of assessment deferral identified in paragraphs 13.a.i and 13.a.ii in the First Amendment to the Supplemental Agreement is hereby extended and revised from five (5) years to December 31, 2017.

2. Except for the area along Lost Dauphin Road described in paragraph I.A.2 of the original Agreement, the time frame for Town to construct its own water mains and cease utilizing City water mains as the non-emergency source of potable water under paragraph I.A shall be revised to December 31, 2017.
3. All other terms, conditions, obligations and requirements of the Agreement remain unchanged by this Amendment.

Dated this 14th day of April, 2014.

TOWN OF LAWRENCE


John Klasen, Chair


Jennifer L. Messerschmidt, Clerk-Treasurer

CITY OF DEPERE

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-56, Approving the Sixth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract.

The Central Brown County Water Authority (CBCWA) is preparing to refund its 2005 and 2013 series bonds to take advantage of lower interest rates and to amend restrictive covenants and contractual agreements that result in unnecessary burden on the Authority and its members. As part of this process, the CBCWA is recommending an amendment to the current water purchase and sales contract. (See attached documentation from the CBCWA).

Staff recommends approving the 6th amendment to the CBCWA water purchase and sale contract pending a final review by the City Attorney for any necessary revisions.

ATTACHMENTS:

- Reso14-56 (DOCX)
- Sixth Amendment to Water Purchase Sale Contract (A1891503) (DOCX)
- CBCWA 6th Amendment 050814 (PDF)
- CBCWA 6th Amendment - Covenant Summary Matrix(DOC)

RESOLUTION #14-56**APPROVING THE SIXTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT**

WHEREAS, the Central Brown County Water Authority (the “Authority”), and the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2 (hereinafter jointly known as “Authority Customers”) have entered into the Central Brown County Water Purchase and Sale Contract (the “Contract”) with an effective date of November 24, 2003; and

WHEREAS, the Contract was subsequently amended effective December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and September 24, 2012; and

WHEREAS, it is proposed that the Contract be further amended to allow certain amendments to the Contract to become effective upon refunding of the Authority’s bonds issued in 2005 and 2013; and

WHEREAS, one amendment that would be effective once the Authority’s 2005 and 2013 bonds were no longer outstanding would eliminate the requirement for the Authority to accumulate bond payments a full year ahead of the bond payment due date; and

WHEREAS, another amendment that would be effective once the Authority’s 2005 and 2013 bonds were no longer outstanding would require that revenue from fixed cost charges be applied to certain specified uses, and thereafter could be refunded to members in accordance with the Contract; and

WHEREAS, a third amendment that would be effective once the Authority’s 2005 and 2013 bonds were no longer outstanding would adjust the minimum annual water requirements

for the member communities, and allow for future adjustments in accordance with the Contract;
and

WHEREAS, a fourth amendment that would be effective once the Authority's 2005 and 2013 bonds were no longer outstanding would remove the requirement to get approval of 70% of bondholders to modify any provision of the contract that would affect the rights and interests of bondholders; and

WHEREAS, it is also proposed that the Contract be simplified by amending the Contract to eliminate language specific to the Authority's first year of operation; and

WHEREAS, pursuant to Article 16 of the Contract, this amendment must be approved by the Authority and three-fourths of the Authority Customers in order to be effective; and

WHEREAS, the City of De Pere is an Authority Customer, and is willing to approve this amendment.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. The Common Council approves the Sixth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract, a copy of which is attached to this Resolution.
2. The Clerk-Treasurer shall provide a certified copy of the resolution approving the amendment to the Secretary-Treasurer of the Central Brown County Water Authority.
3. The Sixth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract shall become effective on the first day that the amendment is approved by the Authority and five of the following six Authority Customers: the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2. Approval by Ledgeview Sanitary District No. 2 is not effective until the Town of Ledgeview has approved the amendment as a Town Signatory for Ledgeview Sanitary District No. 2.

Resolution #14-56
Page 3 of 3

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 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-56 (2189 : Resolution #14-56, CBCWA 6th Amendment to Water Purchase & Sale Contract)

SIXTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT

This SIXTH AMENDMENT to CENTRAL BROWN COUNTY WATER AUTHORITY WATER PURCHASE AND SALE CONTRACT is effective this _____ day of _____, 20____.

1. Section 1.4 of the Water Purchase and Sale Contract, the definition of "Annual Water Usage" as amended by the Second Amendment, the Third Amendment, and the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

1.4 "Annual Water Usage" means for an Authority Customer the amount of Potable Water taken from the Authority by that Authority Customer in a particular year measured in accordance with Section 5.2. Notwithstanding the foregoing, if the Bonds issued by the Authority in 2005 and 2013 are outstanding at the end of the Fiscal Year, and if the sum of all the Authority Customer's Annual Water Usage at the end of the Fiscal Year is less than the number set forth on Exhibit B for the Authority as a whole, all Authority Customers with an Annual Water Usage lower than the number set forth on Exhibit B for that Customer shall have their Annual Water Usage increased proportionately so that the Annual Water Usage for the Authority as a whole is equal to the amount shown in Exhibit B. If, however, the Bonds issued by the Authority in 2005 and 2013 are no long outstanding at the end of the Fiscal Year, and if the sum of all the Authority Customer's Annual Water Usage at the end of the Fiscal Year is less than the number set forth on Exhibit B-1 for the Authority as a whole, all Authority Customers with an Annual Water Usage lower than the number set forth on Exhibit B-1 for that Customer shall have their Annual Water Usage increased proportionately so that the Annual Water Usage for the Authority as a whole is equal to the amount shown in Exhibit B-1. Exhibit B-1 may be amended by the Authority's Board of Directors in accordance with Section 2.13.

2. Section 1.21 of the Water Purchase and Sale Contract, the definition of "Estimated Annual Water Requirement," as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

"Estimated Annual Water Requirement" means for an Authority Customer the estimated amount of Potable Water the Authority Customer is expected to take from the Authority in the upcoming Fiscal Year. The Estimated Annual Water Requirement for each Authority Customer shall be calculated prior to the beginning of ~~the Initial Year, and thereafter prior to the beginning of~~ each Fiscal Year. The Authority shall work jointly with each Authority Customer to develop the Estimated Annual Water Requirement for that Customer. The Estimated Annual Water Requirement for each Authority Customer shall be based on historical water consumption adjusted for economic conditions, known changes to customer base, system improvements reducing water loss, or other quantifiable factors. In the event that mutual agreement on the Estimated Annual Water Requirement for an Authority Customer cannot be achieved, the Authority shall

unilaterally establish the Estimated Annual Water Requirement. Notwithstanding the foregoing, if the Bonds issued by the Authority in 2005 and 2013 are outstanding at the beginning of the Fiscal Year, and if the sum of all the Authority Customer's Estimated Annual Water Requirements at the beginning of the Fiscal Year is less than the number set forth on Exhibit B for the Authority as a whole, all Authority Customers with an Estimated Annual Water Requirement lower than the number set forth on Exhibit B for that Customer shall have their Estimated Annual Water Requirements increased proportionately so that the Estimated Annual Water Requirement for the Authority as a whole is equal to the amount shown in Exhibit B. If, however, the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding at the beginning of the Fiscal Year, and if the sum of all the Authority Customer's Estimated Annual Water Requirements at the beginning of the Fiscal Year is less than the number set forth on Exhibit B-1 for the Authority as a whole, all Authority Customers with an Estimated Annual Water Requirement lower than the number set forth on Exhibit B-1 for that Customer shall have their Estimated Annual Water Requirements increased proportionately so that the Estimated Annual Water Requirement for the Authority as a whole is equal to the amount shown in Exhibit B-1. Exhibit B-1 may be amended by the Authority's Board of Directors in accordance with Section 2.13.

3. Section 1.22 of the Water Purchase and Sale Contract, the definition of "Fiscal Year," is revised as follows:

1.22 "Fiscal Year" means the fiscal year of the Authority, which shall be a calendar year. The Authority's first Fiscal Year for purposes of this Contract begins January 1, 2005~~after the conclusion of the Initial Year.~~

4. Section 1.28 of the Water Purchase and Sale Contract, the definition of "Initial Year," as amended by the Second Amendment to the Water Purchase and Sale Contract, is deleted.

5. Section 2.13 of the Water Purchase and Sale Contract is created to provide as follows:

2.13 Amendment of Exhibit B-1. Exhibit B-1 may be amended under this Section, not more than once every three years, by a two-thirds vote of the Authority's Board of Directors. An amendment under this Section may adjust each individual Charter Customer's share of the total Annual Water Requirement of the Authority listed on Exhibit B-1 to equal the amount calculated by (i) dividing the individual Charter Customer's Annual Water Usage for the most recent three complete calendar years by the Annual Water Usage for all Charter Customers for the most recent three complete calendar years; and (ii) multiplying that quotient by the total Annual Water Requirement of the Authority which shall remain at 2,212.468 million gallons unless amended in accordance with Section 16. Section 16 does not apply to an amendment made in accordance with this Section 2.13.

6. Subsection 6.1.1 of the Water Purchase and Sale Contract, the "Development of Initial Budget," as amended by the Fourth Amendment to the Water Purchase and Sale Contract, is deleted.

7. The heading of Subsection 6.1.2 of the Water Purchase and Sale Contract is revised as follows:

6.1.2 Development of Budget after Initial Budget.

8. The first sentence of Subsection 6.1.4 of the Water Purchase and Sale Contract is revised as follows:

6.1.4 Amendment of Operation Costs. The price of Operation Costs per 1000 gallons for the Initial Year or the Fiscal Year shall not exceed the amount set forth in the approved budget unless the Authority first amends the budget.

9. Subsection 6.2.1 of the Water Purchase and Sale Contract, as amended by the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

6.2.1 Calculation of Price for Operation Costs. ~~Prior to the Initial Year, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Operation Costs for the Initial Year. The price per 1000 gallons for Operation Costs shall be calculated by (i) estimating total Operation Costs for the Initial Year; (ii) dividing such Operation Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons; and (iii) dividing such figure by the portion of the calendar year remaining in the Initial Year (e.g. an Initial Year of three months would equal 3/12). Prior to each Fiscal Year thereafter, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Operation Costs for the upcoming Fiscal Year. The price per 1000 gallons for Operation Costs shall be calculated by (i) estimating total Operation Costs for the upcoming Fiscal Year; and (ii) dividing such Operation Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. The price per 1000 gallons for Operation Costs calculated under this Section may be adjusted by the Authority in accordance with subsection 6.2.5.~~

10. Subsection 6.3.1 of the Water Purchase and Sale Contract, as amended by the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

6.3.1 Calculation of Price for Fixed Costs. ~~Prior to the Initial Year, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Fixed Costs for the Initial Year. The price per 1000 gallons for Fixed Costs shall be calculated by (i) estimating total Fixed Costs for the Fiscal Year following the Initial Year; and (ii) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. Prior to each Fiscal Year thereafter, while the Bonds issued by the Authority in 2005 and 2013 are outstanding, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Fixed Costs for the upcoming Fiscal Year. The price per 1000 gallons for Fixed Costs shall be calculated by (i) estimating total Fixed Costs for the Fiscal Year following the upcoming Fiscal Year (i.e. budgeting done in 2004 for Fiscal Year 2005 would use estimated Fixed~~

Costs for 2006); and (ii) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. Once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding, the Authority shall annually, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Fixed Costs for the upcoming Fiscal Year by (i) estimating total Fixed Costs for the upcoming Fiscal Year; and (ii) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. The price per 1000 gallons for Fixed Costs calculated under this Section may be adjusted by the Authority in accordance with subsection 6.3.5.

11. Subsection 6.3.7 of the Water Purchase and Sale Contract is created to provide as follows:

6.3.7 Restricted Use of Fixed Costs. Once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding, Fixed Costs collected by the Authority in each Fiscal Year shall be used or applied in the following priority order:

- (a) to paying the principal, premium, and interest due on all subsequently issued Bonds in that Fiscal Year;
- (b) to complying with the covenants of any Bond Resolution (including payment into any accounts and funds of amounts required by the Bond Resolution) related to the subsequently issued Bonds
- (c) to paying reasonable capital costs, including capital costs for which Bonds may be issued and such other capital costs as are necessary or desirable to carry out the corporate purposes and powers of the Authority;
- (d) to providing an adequate depreciation fund for the Authority's Waterworks System; and
- (e) to contributing to the Authority's segregated maintenance, repair and replacement fund.

12. Subsection 6.3.8 of the Water Purchase and Sale Contract is created to provide as follows:

6.3.8 Treatment of Excess Fixed Costs Revenues. This subsection applies only once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding. If after the Authority applies Fixed Costs revenues in accordance with subsection 6.3.7, total funds accumulated in the Authority's segregated maintenance, repair and replacement fund exceeds \$1,500,000, the Authority may determine by at least a two-thirds affirmative vote under Section 7.1 to refund some or all of the excess Fixed Costs Revenues to Charter Customers. Only Fixed Costs revenues in excess of revenues needed to fully fund the items enumerated in subsection 6.3.7 and to maintain at least \$1,500,000 in the Authority's segregated maintenance, repair and replacement account

may be refunded to Charter Customers. Excess Fixed Costs Revenues to be refunded shall be refunded to Charter Customers in proportion to a Charter Customer's Annual Water Usage for the previous Fiscal Year divided by the Annual Water Usage of all Charter Customers combined in the previous Fiscal Year.

13. The first sentence of Subsection 6.4.2 of the Water Purchase and Sale Contract, as amended by the Second Amendment to the Water Purchase and Sale Contract, is revised as follows:

6.4.2 Calculation and Payment of Excess Capacity Charge. At least once every six months ~~starting on the first day of the Initial Year,~~ at a date established by the Authority, each Charter Customer shall pay an Excess Capacity Charge to the Authority based upon the number and size of new water meters connected to the Charter Customer's Unit System since the last Excess Capacity Charge was paid to the Authority.

14. The first sentence of Subsection 6.5.2 of the Water Purchase and Sale Contract is revised as follows:

6.5.2 Calculation and Payment of Development Charge. At least once every six months ~~starting on the first day of the Initial Year,~~ at a date established by the Authority, each Charter Customer shall pay a Development Charge to the Authority based upon the number and size of new water meters connected to the Charter Customer's Unit System and located in areas outside of the area shown in Exhibit E.

15. Subsection 6.6.2 of the Water Purchase and Sale Contract is revised as follows:

6.6.2 Monthly Security Fund Payments. Prior to ~~the Initial Year, and~~ each Fiscal Year ~~thereafter,~~ the Authority shall, in accordance with this subsection, calculate how much money each Charter Customer must pay to and maintain in its Security Fund Account. This amount shall be calculated as follows:

STEP ONE: Determine each Charter Customer's Estimated Annual Water Requirement divided by 1000 and then divided by 12, and multiply this quotient by the price per 1000 gallons for Operation Costs for the upcoming ~~Initial Year or~~ Fiscal Year;

STEP TWO: Determine each Charter Customer's Estimated Annual Water Requirement divided by 1000 and then divided by 12, and multiply this quotient by the price per 1000 gallons for Fixed Costs for the upcoming ~~Initial Year or~~ Fiscal Year;

STEP THREE: Add the figure from STEP ONE to the figure from STEP TWO, and multiply this sum by two;

STEP FOUR: Subtract from the figure determined in STEP THREE, the balance in the Charter Customer's Security Fund Account;

STEP FIVE: If the figure determined in STEP FOUR is less than zero, no further contribution need be made to the Charter Customer's Security Fund Account for the upcoming ~~Initial Year or~~ Fiscal Year. If the figure determined in STEP FOUR is more than zero, the Charter Customer must make a monthly contribution to the Charter Customer's Security Fund Account during the upcoming ~~Initial Year or~~ Fiscal Year. The amount of the monthly contribution to the Charter Customer's Security Fund Account for the upcoming ~~Initial Year or~~ Fiscal Year shall be as set forth in STEPS SIX, SEVEN and EIGHT;

STEP SIX: For the first year a Charter Customer pays monthly Aggregate Costs, the Charter Customer's monthly contribution to the Charter Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 24;

STEP SEVEN: For the second year a Charter Customer pays monthly Aggregate Costs, the Charter Customer's monthly contribution to the Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 18;

STEP EIGHT: For all other years, a Charter Customer's monthly contribution to the Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 12.

Each Charter Customer's Security Fund Account shall bear interest from the date funds are contributed to the date it is applied as provided in subsection 6.10.1. The interest rate to be paid shall be the rate established by the PSC under PSC 185.361(8), Wisconsin Administrative Code.

16. Section 7.1 of the Water Purchase and Sale Contract is revised as follows:

7.1 Procedural Rule. No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Authority except by at least a two-thirds affirmative vote of all of the Authority's Directors.

- (i) Approval of individual contracts or expenditures, or a series of contracts or expenditures related to a single Authority Project in an amount in excess of \$250,000;
- (ii) Use of excess Operation Costs revenues in a manner other than that set forth in subsection 6.2.6;
- (iii) Refund of excess Fixed Costs revenues in a manner consistent with subsection 6.3.8;
- (iv) Amendment of Exhibit B-1 in accordance with Section 2.13;

- (iii) Issuance of Bonds in an amount in excess of \$100,000;
 - (iv) Sale of Potable Water to Subsequent Customers;
 - (v) Approval of a contract between the Authority and an Authority Customer;
 - (vi) Approval of a contract to operate the Authority's Waterworks System; or
 - (vii) Employment of managerial and professional personnel either as employees or consultants to the Authority; or
 - (viii) Disconnection of an Authority Customer's water pursuant to subsection 6.10.4.
17. Section 16 of the Water Purchase and Sale Contract, as amended by the First Amendment to the Water Purchase and Sale Contract, is revised to provide as follows:
- 16 Modification of this Contract.
- Except for revisions and adjustments otherwise expressly provided for by the terms of this Contract, this Contract may not be changed or modified unless the consent of the Authority and of three-fourths of the Charter Customers shall have been obtained. Such modification may be requested by any Party, in which event a joint meeting of representatives of all governing bodies shall be called by the Authority and held not more than sixty (60) days after such request is made and at least thirty (30) days after the giving of notice of such meeting. At the joint meeting the requested changes or modifications shall be considered and discussed. No such change or modification made under this Section 16 may materially impair or adversely affect the ability or obligation of any Charter Customer under the Contract to make payments to the Authority at the times, in the amounts, and with the priority required in order for the Authority timely to meet its obligations under this Contract, any Third Party Water Supply Contract, other water purchase or sale contracts of the Authority and ~~each~~ the Bond Resolution, including without limitation the making of all deposits in various funds and accounts created under ~~each~~ the Bond Resolution; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or the Bond Resolutions, to enforce the terms of the Contract. While the 2005 Bonds and 2013 Bonds are outstanding, no ~~No~~ such change ~~or~~ of modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds. Once all 2005 Bonds and 2013 Bonds are no longer outstanding, the approval requirement in the immediately preceding sentence shall no longer apply. ~~and no~~ No such change or modification shall be effective which would cause a violation of any provisions of ~~the~~ any Bond Resolution or any ordinance authorizing bonds of any Charter Customer.
18. Exhibit B-1, which provides as follows, is created and inserted into the Water Purchase and Sale Contract immediately after Exhibit B:

EXHIBIT B-1

**MINIMUM WATER USAGE AMOUNT FOR
ESTIMATED ANNUAL WATER REQUIREMENT**

<u>Charter Customer</u> <u>in Million Gallons Per Year</u>	<u>Annual Water Requirement</u>
Village of Allouez	355.882
Village of Bellevue	360.553
City of De Pere	717.800
Village of Howard	585.424
Town of Lawrence	53.118
Ledgeview Sanitary District No. 2	139.691
<u>Authority Total</u>	2,212.468

APPROVAL OF THIS AMENDMENT IS SIGNIFIED BY THE CERTIFIED RESOLUTIONS OF THE CENTRAL BROWN COUNTY WATER AUTHORITY AND THREE-FOURTHS OF THE AUTHORITY MEMBERS WHICH RESOLUTIONS SHALL BE ATTACHED TO THIS AMENDMENT.

**Proposed Revisions
Central Brown County Water Authority
Water Purchase and Sale Contract
Sixth Revision
April 15, 2014**

Central Brown County Water Authority is preparing to refund its 2005 and 2013 series bonds to take advantage of lower interest rates and to amend restrictive covenants and contractual agreements that result in unnecessary burden on the Authority and its members. The proposed sixth amendment initiates several important changes:

1. Upon refunding of the 2005 and 2013 bonds, the Authority would no longer be required to accumulate bond payments a full year ahead of the due date. Going forward, the Authority would budget annually for planned expenditures, including debt service and required coverage. This will allow the Authority to accumulate less cash and reduce our debt burden which is at a considerably higher interest rate than we are currently able to invest.
2. A new section 6.3.7 of the contract will require that revenue from fixed cost charges as defined in the contract be applied to:
 - a. Principal, premium and interest on bonds
 - b. An adequate depreciation fund
 - c. Compliance with covenants of any Bond Resolution
 - d. Contribution to the Authority's maintenance, repair and replacement fund
 - e. Capital Costs
3. Removes the requirement to get approval of 70% of bondholders to modify the contract.
4. Creates a new Exhibit B-1 to the Water Purchase and Sale Agreement upon refunding of the 2005 and 2013 bonds. The new Exhibit B-1 would reset the Minimum Annual Water Requirements for the member communities. This action can only be taken in advance of our refunding effort or after bonds are retired as it affects the "take or pay" provisions of the contract that are critical to bondholders.

Of the four proposed changes, the last has been a long term concern that we have been unable to address effectively because of the link between our water purchase contract and our bond covenants with both prior bond series.

When originally established in 2003, the minimum take or pay was based on the prior three year average flow for each of the members with some adjustments for large industrial users who were expected to find alternative water sources. At the time this was done, members anticipated growing economies and a steady annual increase in water consumption. No one recognized the behavioral changes that would come from moving from wells to metered water,

nor was the impact of increased rates and a difficult economy on customer behavior adequately anticipated. Using the three year average with reductions for industrial users expected to find alternative water sources resulted in the creation of Exhibit B to the Water Purchase and Sale Contract as shown below:

Exhibit B
Water Purchase and Sale Contract

Charter Member	Annual Water Requirement (Million Gallons)
Allouez	544.109
Bellevue	372.184
De Pere	908.021
Howard	576.056
Lawrence	15.314
Ledgeview	68.749
	2,484.433

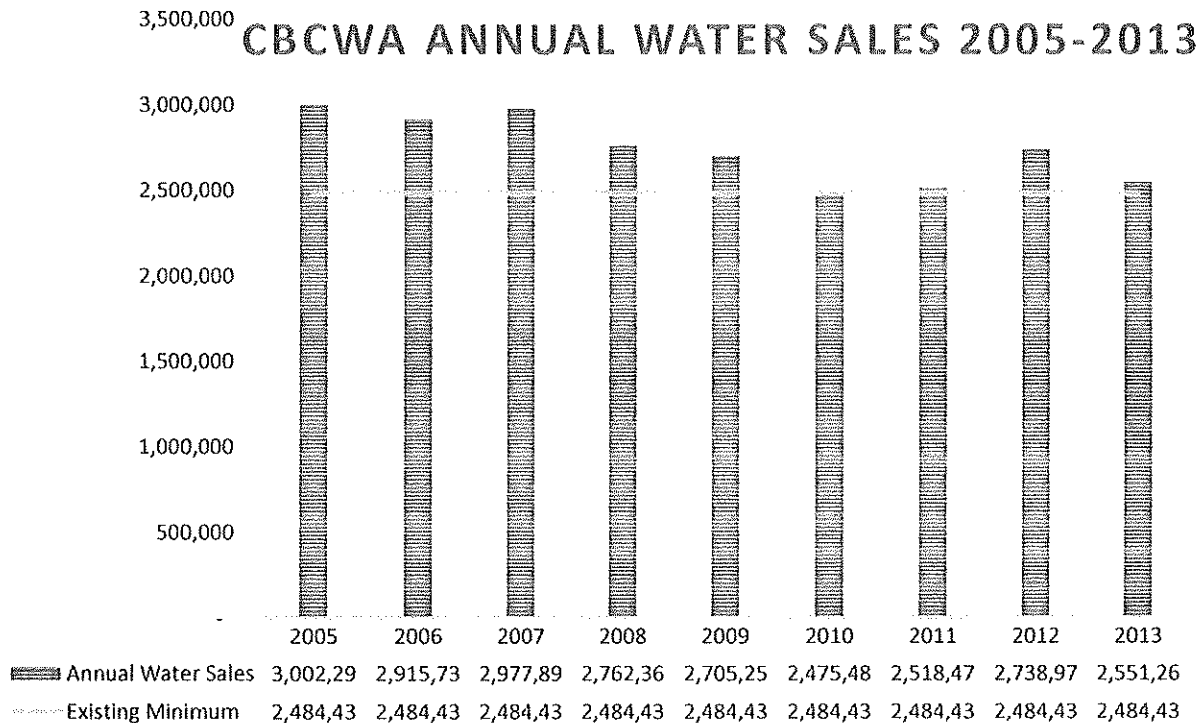
The Total Annual Water Requirement then became the basis for our “Take or Pay” commitment from each member and furthermore, the basis for our agreement with Manitowoc Public Utilities. Once our system actually went into effect and we began billing in 2005, it became immediately obvious that the minimum requirements no longer reflected the relative positions of the members. The following Table shows annual sales for each member.

CBCWA ANNUAL CONSUMPTION 2005 - 2014

	<u>Allouez</u>	<u>Bellevue</u>	<u>De Pere</u>	<u>Howard</u>	<u>Lawrence</u>	<u>Ledgeview</u>	<u>Total</u>
2005	501,994	497,324	1,105,437	766,323	43,966	126,016	3,041,060
2006	474,789	500,593	1,050,226	732,793	49,038	158,337	2,965,776
2007	479,959	460,498	1,049,611	731,696	57,124	172,261	2,951,149
2008	463,672	465,807	979,645	619,999	57,415	175,831	2,762,369
2009	474,558	474,278	865,923	654,862	78,140	160,380	2,708,140
2010	418,224	408,225	836,808	616,348	58,703	138,277	2,476,585
2011	402,090	412,881	821,667	671,440	59,740	150,656	2,518,474
2012	435,733	420,134	917,249	716,139	63,574	186,142	2,738,971
2013	418,232	439,526	794,496	678,624	64,160	156,228	2,551,266

Unfortunately, the minimum annual water requirements were referenced by our bond documents and were deemed significant as they applied to our bond rating and assurance that the Authority would be able to meet its debt obligation. The Authority was able to amend the

contract so that the individual member requirements would only take effect when the total Annual Water Requirement exceeded actual total sales to Authority members. This has occurred only once, in 2010 since the Authority began billing members in 2005. Annual sales for 2005 -2013 are shown in the graph below.



In 2010, application of the minimum annual water requirement resulted in a differential in rate between members.

The Water Authority was developed on a cooperative basis between communities with the common goal of obtaining an adequate supply of high quality water to meet both current and future needs of the members. The contract form went through a number of iterations with at least one calling for members to allocate the capital costs of the project on the basis of design capacity. In the end, the current agreement was adopted on the premise that water rates would be uniform to all members even though there was vast difference in the growth potential across the membership. The Authority's True-up charge system was altered to assure the continuance of this practice and, with the exception of 2010 the rate per 1000 gallons has been the same for all members once True-up charges have been calculated and applied.

We now have the opportunity to amend the "Take or Pay" structure and maintain uniform rates across the membership effective upon refunding of the 2005 and 2013 bonds. 2010 appears to have represented the low point in Authority water sales. Members have completed

aggressive water loss prevention efforts and individual customers have had time to adjust to increased costs of service. Looking at three year averages, demand appears to have finally turned around and begun to increase.

CBCWA PRIOR 3-YEAR AVERAGE ANNUAL CONSUMPTION 2003 - 2014

	Allouez	Bellevue	De Pere	Howard	Lawrence	Ledgeview	Total
2003	544,109	372,184	908,021	576,056	15,314	68,749	2,484,432
2004	549,037	398,598	1,058,833	613,315	19,791	76,433	2,716,008
2005	539,060	431,808	1,218,681	650,328	24,379	89,110	2,953,366
2006	524,589	469,222	1,275,400	710,076	31,591	106,429	3,117,307
2007	494,951	487,038	1,185,678	733,448	39,922	130,243	3,071,280
2008	485,581	486,138	1,068,425	743,604	50,043	152,205	2,985,995
2009	472,807	475,633	1,026,494	694,829	54,526	168,810	2,893,098
2010	472,730	466,861	965,060	668,852	64,226	169,491	2,807,219
2011	452,151	449,437	894,125	630,403	64,753	158,163	2,649,031
2012	431,624	431,795	841,466	647,550	65,528	149,771	2,567,733
2013	418,682	413,747	858,575	667,976	60,672	158,358	2,578,010
2014	418,685	424,180	844,471	688,734	62,491	164,342	2,602,904

Discussion with our legal and financial advisors make it clear that we can't simply abandon the "Take or Pay" concept at this time without significant impact on our debt rating. The "Take or Pay" process was developed as another measure of strength that the brand new Water Authority could point to in its initial bonding of \$138 million and remains an indicator that the members are committed to continuing to cooperate and that there is appropriate financial commitment covering the financial needs of the Authority. While eliminating these provisions would be prohibitively costly, we can modify the requirements. These modifications would take effect on retirement of our existing bonds.

Looking at recent trends, and in keeping with the concept of uniform rates for all CBCWA members, it is suggested that the minimum water requirements be reset to 85% of the average for each member for 2011-2013. This reduces the total annual requirement to 2,212.468 million gallons, approximately 11% lower than currently mandated. A comparison of existing and proposed minimum requirements follows:

Detailed amendments to the Water Purchase and Sale Contract are attached.

**Water Purchase and Sale Contract
Comparison of Existing and Proposed
Annual Water Requirements (Million Gallons)**

Member	Existing	Proposed
Allouez	544.109	355.882
Bellevue	372.184	360.553
De Pere	908.021	717.800
Howard	576.056	585.424
Lawrence	15.213	53.118
Ledgeview	68,749	139.691
Total	2484.433	2212.468

Implementing these changes should have very little actual impact on member charges and annual budgetary expenses. We do not expect to go below existing minimum requirements and certainly not below the proposed levels.

The major factors in the decline of water sales over the Authority's history have been:

- Member reduction of system water loss
- Weather (cool, wet summers except for 2012)
- Customer reaction to cost of water
- Industrial conservation/alternative sourcing
- Slower than anticipated regional growth

Analysis of recent water sales indicate that of these factors, most have passed the point of maximum impact. Members are maintaining their water loss prevention programs, sticker shock has passed for most customers and industrial conservation/alternative source efforts have been implemented. Regional growth continues to be slower than anticipated but still adds annually to the customer base. Evaluation of winter sales indicates slow but real growth in base water consumption, leaving weather as the annual variable in sales. Total water consumption for the Authority should continue to trend upward although at a pace slower than originally planned. Assuming that total sales volume stays above the current minimum of 2,484.433 million gallons, the proposed changes would have no impact on members. Our 2014 budget (simplified) and rates as adopted is shown below.

2014 CBCWA Budget*

	Budget	Rate
O&M	\$ 2,649,960	\$ 1.02
Fixed	8,209,680	\$ 3.16
Total	\$ 10,859,640	\$ 4.18
Water Sales	2,598,000	

* Adjusted for non-rate income

Member obligations under several flow conditions (budgeted, minimum flow and two subminimum flows) are calculated and presented in the following Table.

Cost Impact of Exhibit B1 - Various Examples

	Minimum Flow		Flow of 2,475 Thousand Gal			Flow of 2,460 Thousand Gal		
	Budgeted	Adj. Budget	Adj. Budget	Rate	Difference	Adj. Budget	Rate	Difference
Allouez	\$ 1,797,400	\$ 1,778,227	\$ 1,786,761	\$ 4.36	\$ 8,533	\$ 1,800,330	\$ 4.42	\$ 22,102
Bellevue	\$ 1,881,000	\$ 1,860,936	\$ 1,853,870	\$ 4.32	\$ (7,066)	\$ 1,842,634	\$ 4.32	\$ (18,301)
De Pere	\$ 3,344,000	\$ 3,308,330	\$ 3,321,276	\$ 4.36	\$ 12,946	\$ 3,341,863	\$ 4.41	\$ 33,533
Howard	\$ 2,967,800	\$ 2,936,143	\$ 2,924,995	\$ 4.32	\$ (11,148)	\$ 2,907,268	\$ 4.32	\$ (28,875)
Lawrence	\$ 263,340	\$ 260,531	\$ 259,542	\$ 4.32	\$ (989)	\$ 257,969	\$ 4.32	\$ (2,562)
Ledgeview	\$ 606,100	\$ 599,635	\$ 597,358	\$ 4.32	\$ (2,277)	\$ 593,738	\$ 4.32	\$ (5,897)
Total	\$10,859,640	\$10,743,802	\$10,743,802		\$ (0)	\$10,743,802		\$ 0
Annual water	2,598	2,484	2,475			2,460		
Rate per 1000 gal	\$ 4.18	\$ 4.32	\$ 4.34			\$ 4.37		

Note that the O&M budget declines until reaching the minimum Flow requirement. From that point on, the budget remains fixed and the allocation procedure using current Exhibit B minimums results in differential charges to the members with the two members under the minimum requirements absorbing additional cost. Under the proposed new Exhibit B1, the budget allocation would remain proportional to flow and result in uniform rates for all members that when applied would generate the budget associated with minimum flow conditions. The Difference shown for the two subminimum flow examples is the amount of budget differential a member would experience under stated flow conditions with the approval of Exhibit B1. Again, there is no expectation that total Authority volume would decline to reach these levels.

(For Authority Members other than Ledgeview)

RESOLUTION NO. _____

**APPROVING THE SIXTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT**

WHEREAS, the Central Brown County Water Authority (the "Authority"), and the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2 (hereinafter jointly known as "Authority Customers") have entered into the Central Brown County Water Purchase and Sale Contract (the "Contract") with an effective date of November 24, 2003; and

WHEREAS, the Contract was subsequently amended effective December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, and September 24, 2012; and

WHEREAS, it is proposed that the Contract be further amended to allow certain amendments to the Contract to become effective upon refunding of the Authority's bonds issued in 2005 and 2013; and

WHEREAS, one amendment that would be effective once the Authority's 2005 and 2013 bonds were no longer outstanding would eliminate the requirement for the Authority to accumulate bond payments a full year ahead of the bond payment due date; and

WHEREAS, another amendment that would be effective once the Authority's 2005 and 2013 bonds were no longer outstanding would require that revenue from fixed cost charges be applied to certain specified uses, and thereafter could be refunded to members in accordance with the Contract; and

WHEREAS, a third amendment that would be effective once the Authority's 2005 and 2013 bonds were no longer outstanding would adjust the minimum annual water requirements for the member communities, and allow for future adjustments in accordance with the Contract; and

WHEREAS, a fourth amendment that would be effective once the Authority's 2005 and 2013 bonds were no longer outstanding would remove the requirement to get approval of 70% of bondholders to modify any provision of the contract that would affect the rights and interests of bondholders; and

WHEREAS, it is also proposed that the Contract be simplified by amending the Contract to eliminate language specific to the Authority's first year of operation; and

WHEREAS, pursuant to Article 16 of the Contract, this amendment must be approved by the Authority and three-fourths of the Authority Customers in order to be effective; and

WHEREAS, _____ is an Authority Customer, and is willing to approve this amendment.

NOW THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. _____ approves the Sixth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract, a copy of which is attached to this Resolution.
2. _____ shall provide a certified copy of the resolution approving the amendment to the Secretary-Treasurer of the Central Brown County Water Authority.
3. The Sixth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract shall become effective on the first day that the amendment is approved by the Authority and five of the following six Authority Customers: the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2. Approval by Ledgeview Sanitary District No. 2 is not effective until the Town of Ledgeview has approved the amendment as a Town Signatory for Ledgeview Sanitary District No. 2.

PASSED AND ADOPTED THIS _____ DAY OF _____, 20__.

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SIXTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT

This SIXTH AMENDMENT to CENTRAL BROWN COUNTY WATER AUTHORITY WATER PURCHASE AND SALE CONTRACT is effective this _____ day of _____, 20____.

1. Section 1.4 of the Water Purchase and Sale Contract, the definition of "Annual Water Usage" as amended by the Second Amendment, the Third Amendment, and the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

1.4 "Annual Water Usage" means for an Authority Customer the amount of Potable Water taken from the Authority by that Authority Customer in a particular year measured in accordance with Section 5.2. Notwithstanding the foregoing, if the Bonds issued by the Authority in 2005 and 2013 are outstanding at the end of the Fiscal Year, and if the sum of all the Authority Customer's Annual Water Usage at the end of the Fiscal Year is less than the number set forth on Exhibit B for the Authority as a whole, all Authority Customers with an Annual Water Usage lower than the number set forth on Exhibit B for that Customer shall have their Annual Water Usage increased proportionately so that the Annual Water Usage for the Authority as a whole is equal to the amount shown in Exhibit B. If, however, the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding at the end of the Fiscal Year, and if the sum of all the Authority Customer's Annual Water Usage at the end of the Fiscal Year is less than the number set forth on Exhibit B-1 for the Authority as a whole, all Authority Customers with an Annual Water Usage lower than the number set forth on Exhibit B-1 for that Customer shall have their Annual Water Usage increased proportionately so that the Annual Water Usage for the Authority as a whole is equal to the amount shown in Exhibit B-1. Exhibit B-1 may be amended by the Authority's Board of Directors in accordance with Section 2.13.

2. Section 1.21 of the Water Purchase and Sale Contract, the definition of "Estimated Annual Water Requirement," as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

"Estimated Annual Water Requirement" means for an Authority Customer the estimated amount of Potable Water the Authority Customer is expected to take from the Authority in the upcoming Fiscal Year. The Estimated Annual Water Requirement for each Authority Customer shall be calculated prior to the beginning of ~~the Initial Year, and thereafter prior to the beginning of~~ each Fiscal Year. The Authority shall work jointly with each Authority Customer to develop the Estimated Annual Water Requirement for that Customer. The Estimated Annual Water Requirement for each Authority Customer shall be based on historical water consumption adjusted for economic conditions, known changes to customer base, system improvements reducing water loss, or other quantifiable factors. In the event that mutual agreement on the Estimated Annual Water Requirement for an Authority Customer cannot be achieved, the Authority shall

unilaterally establish the Estimated Annual Water Requirement. Notwithstanding the foregoing, if the Bonds issued by the Authority in 2005 and 2013 are outstanding at the beginning of the Fiscal Year, and if the sum of all the Authority Customer's Estimated Annual Water Requirements at the beginning of the Fiscal Year is less than the number set forth on Exhibit B for the Authority as a whole, all Authority Customers with an Estimated Annual Water Requirement lower than the number set forth on Exhibit B for that Customer shall have their Estimated Annual Water Requirements increased proportionately so that the Estimated Annual Water Requirement for the Authority as a whole is equal to the amount shown in Exhibit B. If, however, the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding at the beginning of the Fiscal Year, and if the sum of all the Authority Customer's Estimated Annual Water Requirements at the beginning of the Fiscal Year is less than the number set forth on Exhibit B-1 for the Authority as a whole, all Authority Customers with an Estimated Annual Water Requirement lower than the number set forth on Exhibit B-1 for that Customer shall have their Estimated Annual Water Requirements increased proportionately so that the Estimated Annual Water Requirement for the Authority as a whole is equal to the amount shown in Exhibit B-1. Exhibit B-1 may be amended by the Authority's Board of Directors in accordance with Section 2.13.

3. Section 1.22 of the Water Purchase and Sale Contract, the definition of "Fiscal Year," is revised as follows:

1.22 "Fiscal Year" means the fiscal year of the Authority, which shall be a calendar year. The Authority's first Fiscal Year for purposes of this Contract begins January 1, 2005~~after the conclusion of the Initial Year.~~

4. Section 1.28 of the Water Purchase and Sale Contract, the definition of "Initial Year," as amended by the Second Amendment to the Water Purchase and Sale Contract, is deleted.
5. Section 2.13 of the Water Purchase and Sale Contract is created to provide as follows:

2.13 Amendment of Exhibit B-1. Exhibit B-1 may be amended under this Section, not more than once every three years, by a two-thirds vote of the Authority's Board of Directors. An amendment under this Section may adjust each individual Charter Customer's share of the total Annual Water Requirement of the Authority listed on Exhibit B-1 to equal the amount calculated by (i) dividing the individual Charter Customer's Annual Water Usage for the most recent three complete calendar years by the Annual Water Usage for all Charter Customers for the most recent three complete calendar years; and (ii) multiplying that quotient by the total Annual Water Requirement of the Authority which shall remain at 2,212,468 million gallons unless amended in accordance with Section 16. Section 16 does not apply to an amendment made in accordance with this Section 2.13.

6. Subsection 6.1.1 of the Water Purchase and Sale Contract, the "Development of Initial Budget," as amended by the Fourth Amendment to the Water Purchase and Sale Contract, is deleted.

7. The heading of Subsection 6.1.2 of the Water Purchase and Sale Contract is revised as follows:

6.1.2 Development of Budget after Initial Budget.

8. The first sentence of Subsection 6.1.4 of the Water Purchase and Sale Contract is revised as follows:

6.1.4 Amendment of Operation Costs. The price of Operation Costs per 1000 gallons for ~~the Initial Year or the~~ Fiscal Year shall not exceed the amount set forth in the approved budget unless the Authority first amends the budget.

9. Subsection 6.2.1 of the Water Purchase and Sale Contract, as amended by the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

6.2.1 Calculation of Price for Operation Costs. ~~Prior to the Initial Year, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Operation Costs for the Initial Year. The price per 1000 gallons for Operation Costs shall be calculated by (i) estimating total Operation Costs for the Initial Year; (ii) dividing such Operation Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons; and (iii) dividing such figure by the portion of the calendar year remaining in the Initial Year (e.g. an Initial Year of three months would equal 3/12).~~ Prior to each Fiscal Year thereafter, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Operation Costs for the upcoming Fiscal Year. The price per 1000 gallons for Operation Costs shall be calculated by (i) estimating total Operation Costs for the upcoming Fiscal Year; and (ii) dividing such Operation Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. The price per 1000 gallons for Operation Costs calculated under this Section may be adjusted by the Authority in accordance with subsection 6.2.5.

10. Subsection 6.3.1 of the Water Purchase and Sale Contract, as amended by the Fourth Amendment to the Water Purchase and Sale Contract, is revised as follows:

6.3.1 Calculation of Price for Fixed Costs. ~~Prior to the Initial Year, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Fixed Costs for the Initial Year. The price per 1000 gallons for Fixed Costs shall be calculated by (i) estimating total Fixed Costs for the Fiscal Year following the Initial Year; and (ii) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons.~~ Prior to each Fiscal Year thereafter, while the Bonds issued by the Authority in 2005 and 2013 are outstanding, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Fixed Costs for the upcoming Fiscal Year. The price per 1000 gallons for Fixed Costs shall be calculated by (i) estimating total Fixed Costs for the Fiscal Year following the upcoming Fiscal Year (i.e. budgeting done in 2004 for Fiscal Year 2005 would use estimated Fixed

Costs for 2006); and (ii) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. Once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding, the Authority shall annually, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Fixed Costs for the upcoming Fiscal Year by (i) estimating total Fixed Costs for the upcoming Fiscal Year; and (ii) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. The price per 1000 gallons for Fixed Costs calculated under this Section may be adjusted by the Authority in accordance with subsection 6.3.5.

11. Subsection 6.3.7 of the Water Purchase and Sale Contract is created to provide as follows:

6.3.7 Restricted Use of Fixed Costs. Once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding, Fixed Costs collected by the Authority in each Fiscal Year shall be used or applied in the following priority order:

- (a) to paying the principal, premium, and interest due on all subsequently issued Bonds in that Fiscal Year;
- (b) to complying with the covenants of any Bond Resolution (including payment into any accounts and funds of amounts required by the Bond Resolution) related to the subsequently issued Bonds
- (c) to paying reasonable capital costs, including capital costs for which Bonds may be issued and such other capital costs as are necessary or desirable to carry out the corporate purposes and powers of the Authority;
- (d) to providing an adequate depreciation fund for the Authority's Waterworks System; and
- (e) to contributing to the Authority's segregated maintenance, repair and replacement fund.

12. Subsection 6.3.8 of the Water Purchase and Sale Contract is created to provide as follows:

6.3.8 Treatment of Excess Fixed Costs Revenues. This subsection applies only once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding. If after the Authority applies Fixed Costs revenues in accordance with subsection 6.3.7, total funds accumulated in the Authority's segregated maintenance, repair and replacement fund exceeds \$1,500,000, the Authority may determine by at least a two-thirds affirmative vote under Section 7.1 to refund some or all of the excess Fixed Costs Revenues to Charter Customers. Only Fixed Costs revenues in excess of revenues needed to fully fund the items enumerated in subsection 6.3.7 and to maintain at least \$1,500,000 in the Authority's segregated maintenance, repair and replacement account

may be refunded to Charter Customers. Excess Fixed Costs Revenues to be refunded shall be refunded to Charter Customers in proportion to a Charter Customer's Annual Water Usage for the previous Fiscal Year divided by the Annual Water Usage of all Charter Customers combined in the previous Fiscal Year.

13. The first sentence of Subsection 6.4.2 of the Water Purchase and Sale Contract, as amended by the Second Amendment to the Water Purchase and Sale Contract, is revised as follows:

6.4.2 Calculation and Payment of Excess Capacity Charge. At least once every six months ~~starting on the first day of the Initial Year~~, at a date established by the Authority, each Charter Customer shall pay an Excess Capacity Charge to the Authority based upon the number and size of new water meters connected to the Charter Customer's Unit System since the last Excess Capacity Charge was paid to the Authority.

14. The first sentence of Subsection 6.5.2 of the Water Purchase and Sale Contract is revised as follows:

6.5.2 Calculation and Payment of Development Charge. At least once every six months ~~starting on the first day of the Initial Year~~, at a date established by the Authority, each Charter Customer shall pay a Development Charge to the Authority based upon the number and size of new water meters connected to the Charter Customer's Unit System and located in areas outside of the area shown in Exhibit E.

- 15 Subsection 6.6.2 of the Water Purchase and Sale Contract is revised as follows:

6.6.2 Monthly Security Fund Payments. Prior to ~~the Initial Year~~, and each Fiscal Year ~~thereafter~~, the Authority shall, in accordance with this subsection, calculate how much money each Charter Customer must pay to and maintain in its Security Fund Account. This amount shall be calculated as follows:

STEP ONE: Determine each Charter Customer's Estimated Annual Water Requirement divided by 1000 and then divided by 12, and multiply this quotient by the price per 1000 gallons for Operation Costs for the upcoming ~~Initial Year or Fiscal Year~~;

STEP TWO: Determine each Charter Customer's Estimated Annual Water Requirement divided by 1000 and then divided by 12, and multiply this quotient by the price per 1000 gallons for Fixed Costs for the upcoming ~~Initial Year or Fiscal Year~~;

STEP THREE: Add the figure from STEP ONE to the figure from STEP TWO, and multiply this sum by two;

STEP FOUR: Subtract from the figure determined in STEP THREE, the balance in the Charter Customer's Security Fund Account;

STEP FIVE: If the figure determined in STEP FOUR is less than zero, no further contribution need be made to the Charter Customer's Security Fund Account for the upcoming ~~Initial Year or Fiscal Year~~. If the figure determined in STEP FOUR is more than zero, the Charter Customer must make a monthly contribution to the Charter Customer's Security Fund Account during the upcoming ~~Initial Year or Fiscal Year~~. The amount of the monthly contribution to the Charter Customer's Security Fund Account for the upcoming ~~Initial Year or Fiscal Year~~ shall be as set forth in STEPS SIX, SEVEN and EIGHT;

STEP SIX: For the first year a Charter Customer pays monthly Aggregate Costs, the Charter Customer's monthly contribution to the Charter Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 24;

STEP SEVEN: For the second year a Charter Customer pays monthly Aggregate Costs, the Charter Customer's monthly contribution to the Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 18;

STEP EIGHT: For all other years, a Charter Customer's monthly contribution to the Customer's Security Fund Account shall equal the figure determined by STEP FOUR (provided that figure is greater than zero) divided by 12.

Each Charter Customer's Security Fund Account shall bear interest from the date funds are contributed to the date it is applied as provided in subsection 6.10.1. The interest rate to be paid shall be the rate established by the PSC under PSC 185.361(8), Wisconsin Administrative Code.

16. Section 7.1 of the Water Purchase and Sale Contract is revised as follows:

7.1 Procedural Rule. No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Authority except by at least a two-thirds affirmative vote of all of the Authority's Directors.

- (i) Approval of individual contracts or expenditures, or a series of contracts or expenditures related to a single Authority Project in an amount in excess of \$250,000;
- (ii) Use of excess Operation Costs revenues in a manner other than that set forth in subsection 6.2.6;
- (iii) Refund of excess Fixed Costs revenues in a manner consistent with subsection 6.3.8;
- (iv) Amendment of Exhibit B-1 in accordance with Section 2.13;

- (~~iii~~v) Issuance of Bonds in an amount in excess of \$100,000;
 - (iv) Sale of Potable Water to Subsequent Customers;
 - (vii) Approval of a contract between the Authority and an Authority Customer;
 - (viii) Approval of a contract to operate the Authority's Waterworks System; or
 - (~~ix~~vii) Employment of managerial and professional personnel either as employees or consultants to the Authority; or
 - (~~viii~~x) Disconnection of an Authority Customer's water pursuant to subsection 6.10.4.
17. Section 16 of the Water Purchase and Sale Contract, as amended by the First Amendment to the Water Purchase and Sale Contract, is revised to provide as follows:
- 16 Modification of this Contract.
- Except for revisions and adjustments otherwise expressly provided for by the terms of this Contract, this Contract may not be changed or modified unless the consent of the Authority and of three-fourths of the Charter Customers shall have been obtained. Such modification may be requested by any Party, in which event a joint meeting of representatives of all governing bodies shall be called by the Authority and held not more than sixty (60) days after such request is made and at least thirty (30) days after the giving of notice of such meeting. At the joint meeting the requested changes or modifications shall be considered and discussed. No such change or modification made under this Section 16 may materially impair or adversely affect the ability or obligation of any Charter Customer under the Contract to make payments to the Authority at the times, in the amounts, and with the priority required in order for the Authority timely to meet its obligations under this Contract, any Third Party Water Supply Contract, other water purchase or sale contracts of the Authority and each~~the~~ Bond Resolution, including without limitation the making of all deposits in various funds and accounts created under each~~the~~ Bond Resolution; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or the Bond Resolutions, to enforce the terms of the Contract. While the 2005 Bonds and 2013 Bonds are outstanding, no~~No~~ such change or~~of~~ modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds. Once all 2005 Bonds and 2013 Bonds are no longer outstanding, the approval requirement in the immediately preceding sentence shall no longer apply. ~~and a~~No such change or modification shall be effective which would cause a violation of any provisions of ~~the~~any Bond Resolution or any ordinance authorizing bonds of any Charter Customer.
18. Exhibit B-1, which provides as follows, is created and inserted into the Water Purchase and Sale Contract immediately after Exhibit B:

EXHIBIT B-1

**MINIMUM WATER USAGE AMOUNT FOR
ESTIMATED ANNUAL WATER REQUIREMENT**

<u>Charter Customer in Million Gallons Per Year</u>	<u>Annual Water Requirement</u>
Village of Allouez	355.882
Village of Bellevue	360.553
City of De Pere	717.800
Village of Howard	585.424
Town of Lawrence	53.118
Ledgeview Sanitary District No. 2	139.691
<u>Authority Total</u>	2,212.468

APPROVAL OF THIS AMENDMENT IS SIGNIFIED BY THE CERTIFIED RESOLUTIONS OF THE CENTRAL BROWN COUNTY WATER AUTHORITY AND THREE-FOURTHS OF THE AUTHORITY MEMBERS WHICH RESOLUTIONS SHALL BE ATTACHED TO THIS AMENDMENT.



Springsted Incorporated
710 North Plankinton Ave., Suite 804
Milwaukee, WI 53203

Tel: 414-220-4250
Fax: 414-220-4251
www.springsted.com

MEMORANDUM

TO: Central Brown County Water Authority Board
Dave Vaclavik, Manager

FROM: Dave MacGillivray, Chairman
Joe Murray, Vice President

DATE: April 18, 2014 (May 5, 2014 update)

SUBJECT: Bond Covenant, Water Sale Agreement and Policy Provision Changes Final

This update covers only one change: Repair and Replacement Fund moves to Water Sales Agreement from Policy Positions.

BOND COVENANTS	Current Situation	Recommendation
Debt Service Reserve Fund (DSRF)	• Lesser of: i) the maximum annual debt service; ii) 125% of the average annual debt service; or iii) 10% of original principal amount • Cash Position: Series 2005 = Senior Lien = Funded at maximum annual debt service = \$10,570,250 • Series 2013 = BANS = Junior Lien = \$0 DSRF	• No change, where appropriate and economics warrant use surety instead of bond proceeds or cash.
Rate Covenant	• Net Revenues of the System PLUS any monies deposited in the Coverage Account the last day of the preceding year must be at least equal to: i) 125% of the required Senior Lien Bond's debt service PLUS ii) 100% of the Junior Lien Bond's debt service • 2012 Net Revenues = \$7,916,887 + \$8,455,583 Coverage Account = \$16,372,470 • Net Revenues have been less than 1.0X (2012)	• Two-pronged test: 1. Base rate covenant on Net Revenues at 100% of Senior and Junior Debt Service, <u>and</u> 2. Net Revenues plus Cash Account (Name to be determined) 125X minimum on average annual debt service

BOND COVENANTS	Current Situation	Recommendation
Coverage Account	25% of the annual debt service of Senior Lien Bonds - May be used for: i) current expenses; ii) debt service (Senior or Junior Lien); iii) depreciation; iv) System improvements; and v) any other purpose - YE 2012 = Approximately \$2.7M	Fund the coverage account in an amount not less than 25% of maximum annual debt service and limit use for debt service only
Additional Bonds Test (ABT)	- Net Revenues of the System PLUS any monies deposited in the Coverage Account the last day of the preceding year must be at least equal to: i) 125% of the required Senior Lien Bond's debt service PLUS ii) 100% of the Junior Lien Bond's debt service 2012 Net Revenues = \$7,916,887 + \$8,455,583 Coverage Account = \$16,372,470 = 155% Coverage (2032) on Series 2005 - Series 2013 BANs & Junior Lien	- Align definitions with Rate Covenant term decision (Average Annual). - Two-pronged either/or test for new construction bonds. - Historical. The average net revenues the preceding two completed fiscal years plus Coverage Account must be at least equal – same as current financial tests, <u>or</u> - Prospective: The average net revenue as adjusted for adopted rate increase plus Coverage Account for all future years must be at least equal to- same as current financial tests - Short term borrowing instruments are provided for through long-term amortization

WATER SALES AGREEMENT	Current Situation	Options
Security Fund	- Maintain 2 months: i) Water purchase requirement PLUS ii) Fixed Cost (next year's Debt Service) 2012 = \$1,861,800 - Return any excess to Charter Customer by February 15th	Maintain 2-3 months of water purchase requirement. This is a distinct reserve available solely for events of member payment disruption.
Fixed Cost Account	- Maintain 2 year's budgeted Debt Service and adequate depreciation fund = current budget year and next year - At YE, have next year's Debt Service and collecting for subsequent year – ex. YE 2013 have 2014 Budgeted DS, so in 2014 collecting for 2015 - YE 2013 Fixed Cost Account = \$8,602,583 - Added to Net Revenues for ABT Coverage by Bond Covenant	Eliminate
Renewal & Replacement Fund (Major Maintenance Reserve)	Current Cash \$1,030,000	Maintain max at \$1,500,000

Central Brown County Water Authority, Wisconsin
 May 5, 2014
 Page 3

Annual True Up	- Calculate by March 1st and payable April 1st - Includes: i) Operating Costs; and ii) Fixed Costs)	No change
Take-or-Pay Provision	Essential part of security package, Appendix B has method of allocation of total cost	Remain in place but method of allocation among members would change, specifics under Board discussion
Step Up Provision	If a member fails to perform, remaining members step up to fulfill financial obligations	No change

POLICY POSITIONS <i>(not included in contractual requirements)</i>	Current Situation	Options
O&M Liquidity Reserves	Not defined	Min 90 days - 2014 approx. \$700,000

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Joe Zegers

SUBJECT: Resolution #14-57, Authorizing Agreement with Leaders Merchant Services, LLC for Credit Card Payment Processing Services.

ATTACHMENTS:

- Reso14-57 (DOCX)
- Leaders Merchant Services - credit card (PDF)
- CREDITCARDLEADERSPROCESSING (DOC)
- 201405080840 (PDF)

RESOLUTION #14-57

AUTHORIZING SOFTWARE AGREEMENT WITH
LEADERS MERCHANT SERVICES, LLC

WHEREAS, the City of De Pere is desirous of changing its credit card services provider in order to realize cost savings; and

WHEREAS, the Finance/Personnel Committee has reviewed and recommends approval of the proposed Agreement with Leaders Merchant Services, LLC.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Finance Director is authorized and directed to provide written notice to the City's current credit card service provider of the City's termination of that Agreement, such notice to be provided in accordance with the terms and provisions of that Agreement.

BE IT FURTHER RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached agreement with Leaders Merchant Services, LLC, subject to changes as are deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-57 (2199 : Resolution #14-57, change to credit card service provider)



MERCHANT PROCESSING APPLICATION

Office: NSA

Representative: Mark Todd

 P.O. Box 1911
 Camarillo, CA 93011
 (877) 538-3377

Deal ID # 130576

GENERAL INFORMATION			
Merchant's Legal Business Name: (for Sole Proprietorships, enter Principal's name)		Business Website:	
Doing Business As Name: CITY OF DE PERE		Business Email:	
Business Address: (no P.O. Boxes) 335 S. BORADWAY		Mailing Address:	
City, State, Zip Code: DE PERE, WI 54115		City, State, Zip Code:	
Business Phone: -	Business Fax: -	Time in Business: Years: _____ Months: _____	# of Locations
Contact Name: JOE ZEGERS		Federal Tax ID Number (TIN) / Employee Identification Number (EIN):	
Important Notice: Failure to provide accurate Legal Business Name, TIN, EIN and/or SSN may result in a withholding of merchant funding per IRS regulations. See section 36 of the Merchant Services' "Program Guide" for further information.			
BUSINESS INFORMATION			
Type of Ownership:	Merchant Type: Retail	Business Location: Store Front	MCC/SIC (Office Use Only)
Method of Sales: Retail Swiped 95% Retail Keyed 5% Internet 0% Mail Order 0% TOTAL 100%	Business to Consumers 95% Business To Business 5% TOTAL 100%	Cards Imprinted 0% Cards Not Imprinted 100% TOTAL 100%	Type of Goods/Services Sold:
Methods of Marketing (attach example): Word-of-Mouth		All services must be rendered within 90 days from time credit/debit card is charged. MasterCard®/Visa®/Discover®/American Express® sales transactions are settled: ☒ Date of Order ☐ Date of Shipment ☐ Other (specify) _____	
Mail, telephone or Internet Merchants (answer below): Who performs product/service fulfillment? ☒ Merchant ☐ Vendor/Fulfillment House Vendor/fulfillment House Information: Name: _____ Address: _____ Phone: _____		Does Merchant use third party to store, process or transmit cardholder data? ☐ Yes ☒ No If yes, Third Party Information: Name: _____ Address: _____ Phone: _____ Software Used by Third-Party: _____	
Has Applicant ever accepted credit cards before? ☒ Yes ☐ No If Yes, who was your processor? WORLD PAY		Has a previous credit card processor ever terminated Applicant's merchant account? ☐ Yes ☒ No If Yes, by whom? _____ Explanation for prior closure (attach additional pages if necessary):	
Notes: MONTHLY HIGH TICKET:			
PRINCIPAL 1		PRINCIPAL 2	
Name: JOE ZEGERS		Name:	
Residential Address:		Residential Address:	
City, State, Zip Code:		City, State, Zip Code:	
Phone Number: -	Driver's License #/State:	Phone Number: -	Driver's License #/State:
Title: OWNER	% Ownership: 100%	Title:	% Ownership: 100%
Social Security Number (SSN): --	Date of Birth:	Social Security Number (SSN): --	Date of Birth:
TERMINAL INFORMATION			
Equipment Type:	Quantity	Price	Merchant Type: Retail Rate Type: Interchange Swiped
			☐ Dial Up ☐ Wireless ☐ Ethern/IP/Dual Comm
			☐ Pin Debit ☐ Internal PP ☐ External PP
			☒ Dial Prefix None ☐ Dial 8 ☐ Dial 9
Name on receipt: CITY OF DE PERE			☒ Auto Close Time: 11:00 PM ☐ Add Server ID Prompts ☐ Add Invoice#
Address on receipt: 335 S. BORADWAY			EBT#:
City, State, Zip: DE PERE, WI, 54115			☐ Multi-Merchant account? Main MID:
Phone # on receipt:			This is Merchant _____ of _____ in multi-merchant terminal. III

Initial Below

SCHEDULE OF FEES/PROCESSING LIMITS

Average Ticket (\$):			Description	Amt	Added Service Enrollment			
			V/MC/Disc/AXP Auth Fee:	\$0.10	☐ PIN-Based Debit	☐ WEX	☐ Voyager	☐ EBT
Monthly Sales Processing Limit:			Voice Auth:	\$0.75	Wright Express (WEX) / Voyager Transaction Fee:			\$0.00
			Address Verification Auth:	FREE	Debit Monthly Access Fee:			\$0.00
Visa / MasterCard	Swiped	Keyed	Monthly Minimum Discount:	\$25.00	Debit Network Fee + per Auth Fee:			\$0.00
-	-		Monthly Customer Service:	\$10.00	EBT Fee:			\$0.00
Qualified (Qual) Rate:	0.00%		Retrieval/Chargeback:	\$15.00	Wireless Monthly Access Fee:			\$0.00
Mid-Qual Rate:	0.00%		Batch Header Processing:	FREE	Wireless Auth Fee:			\$0.00
Non-Qual Rate:	0.00%		Non-Qual Per Auth Differential:	\$0.00	Gateway Monthly Access Fee:			\$0.00
			Security Monthly Fee:	FREE	Monthly Cart Fee:			\$0.00
Discover	Swiped	Keyed	Online Monthly Access:	No	Comstar Monthly Gateway:			\$0.00
Qualified Discount Rate:	0.00%		AMERICAN EXPRESS® CARD ACCEPTANCE					
Mid-Qualified Discount Rate:	0.00%		Service Requested: ☒ AXP OnePoint® ☐ AXP Direct Existing AXP Merchant #: _____					
Non-Qualified Discount Rate:	0.00%		Discount Rate: 2.89 % or ☐ Flat Fee: \$7.95 (AXP Direct Only)					
•Retail: + \$0.10 Trans Fee; •Restaurant: + \$0.05 Trans Fee; •B2B & Services, Wholesale, & All Other: +\$0.15 Trans Fee; Pay Frequency (for AXP Direct Only) = 3 days; Monthly Gross Pay = Billing Fees at end of month								
Subject to separate approval. Fees disclosed above will be billed by AXP if merchant is under AXP Direct.								
*0.30% downgrade will be charged for transactions whenever a Card Not Present (CNP) Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet), is used at unattended Establishments (e.g., customer activated terminals, called CATs), or for which the transaction is key-entered.								
Visa, MasterCard, Discover: Interchange + 0.50 % ,								
Plus Dues and Assessments.								

The following fees will be passed through to merchant if applicable: Visa ACQ ISA, APF, Misuse of Auth, Zero Floor Limit, and Int'l Acquiring Fees; MasterCard Acquirer Support, Cross Border, and NABU Fees; and Discover Data Usage, Int'l Processing and Service Fees. Refer to Page 3 for: Early Termination Fee; PCI Annual Compliance Fee; PCI Non-Action Fee; and Regulatory Fee.

CARD ACCEPTANCE

Accept all MasterCard, Visa, and Discover Transactions (presumed, unless any selections below are checked)

MasterCard Acceptance ☐ Accept MC Credit transactions only ☐ Accept MC Non-Pin debit transactions only	Visa Acceptance ☐ Accept Visa Credit transactions only ☐ Accept Visa Non-Pin Debit transactions only	Discover Acceptance ☐ Accept Discover Credit transactions only ☐ Accept Discover Non-Pin Debit transactions only
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See Paragraph 1.9 of the Merchant Services' "Program Guide" for details regarding limited acceptance.

A VOIDED BUSINESS CHECK MUST ACCOMPANY THIS APPLICATION

Bank Name:	Phone Number:	Contact Name:
	-	
Bank Address:	City, State, Zip:	
Transit # (ABA Routing):	Account # (DDA):	

MERCHANT SITE SURVEY *Photographs of business location (Interior & exterior) are required.*

Date:	Square Footage (approx):	Type of Building:
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Inspector's Comments:

I have verified the identification of the above listed principal(s):

Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate.

Sales Representative Signature _____

Inspector's Signature _____

IMPORTANT NOTICE

The undersigned, and each of them, if more than one, acknowledges and agrees that this Merchant Processing Application ("Application") is to obtain payment settlement services offered by Wells Fargo Bank, N.A. ("Bank"), a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). In order for Merchant to obtain the settlement services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Services"), Merchant must agree to and accept the terms and conditions under which Bank and Leaders Merchant Services, LLC and its processing affiliate iPayment, Inc. ("LEADERS") (collectively, "Services" or "we" or "us") will agree to provide them. Discover is not a bank card network. Bank is not a sponsor of Discover Card transactions under this Agreement and is not a party to this Agreement insofar as it relates to Discover transactions. The provisions of this Agreement regarding Discover constitute an agreement solely between you and LEADERS. By signing below, the undersigned Merchant (and each individual) hereby acknowledges and confirms that: a.) The terms and conditions that Merchant must agree to and accept to obtain the Services include the terms of this Application together with all terms contained in the Merchant Services Program Guide ("Program Guide") including any information or terms that are incorporated by reference in the Program Guide, and together contain the terms and conditions of the agreement for the Services (collectively the "Agreement"); b.) You understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide, that you have received and reviewed this Agreement including all the documents and information which are incorporated herein by reference, (including the Program Guide which is also available for viewing and/or downloading from the Internet at: www.lms-corp.com on the "Resources" page), that the Agreement sets out the terms and conditions under which Merchant may utilize the Services, and that You have an obligation to promptly contact LEADERS and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) Upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and with respect to certain provisions, the individual executing this Agreement on behalf of Merchant, who is making certain representations and promises in his or her personal capacity.

By signing below, the undersigned Merchant warrants and certifies that all information submitted under the Agreement (including the Application) is true, correct, and complete and understands that Bank and LEADERS will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. Merchant (and each individual) hereby authorizes Bank and/or LEADERS and their Affiliates to obtain from third parties financial and credit information relating to Merchant (and each individual) in connection with their determination of whether to accept this Agreement and hereby grants Bank and/or LEADERS and their Affiliates continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned including, but not limited to, financial, character and business references and Merchant's owner(s) (if Merchant is an entity). Each of the undersigned expressly authorizes Bank and/or LEADERS and their Affiliates to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. Each of the undersigned furthermore agrees that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or LEADERS and their Affiliates. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time.

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record certain identifying information from any business or individual seeking to open a new account. We are required to obtain this information no matter how the account is opened (e.g., by mail, phone, in-person, or online). We may ask to see your driver's license or other identifying documents. The information requested or obtained by us may include your: name; address (residence for individuals and place of business for non-individuals); date of birth (for individuals); US taxpayer identification number for US citizens or companies (for individuals this is usually a Social Security number); or other forms of government issued identification (for example, a passport or alien identification card) for non-US citizens.

By signing below, you agree, understand and acknowledge that: a.) The Agreement will not take effect unless and until Merchant has been approved by Bank and LEADERS and Merchant is assigned and issued a Merchant Account Number, b.) Any alteration, strikeover, or modification to the preprinted text of this Application or any part of the Agreement shall be of no effect whatsoever and at Bank's and LEADERS' discretion may render the Agreement invalid; c.) You must select and indicate the category of "Cards" you will accept on the Application and will collectively be referred to as "Cards". You acknowledge and agree that Merchant will be furnished with the services and products described and selected by Merchant in the Application (collectively and individually, as applicable, the "Services") and that Services will be the sole and exclusive provider of the Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by You of this Agreement within three (3) years from the date of approval or is terminated by Services due to an Event of Default by Merchant, will be subject to the applicable early termination fees and Merchant will be charged a fee for such early termination equal to (i) \$350.00 if terminated before the completion of the first year of the Term, or (ii) \$250.00 if terminated after completion of the first year of the Term but prior to end of third year of the Term (see section 22.1 of the Agreement-Program Guide). A \$129 PCI Annual Compliance fee will be assessed to each Merchant initially during the third month following the approval of the Merchant Account and thereafter will continue to be assessed annually on the anniversary month of the Merchant Account approval date. A \$40.00 PCI Non-Action Fee will be assessed to each Merchant monthly for not taking action to complete their required PCI compliance requirements. A \$4.95 monthly Regulatory Fee will be assessed to each Merchant Account.

By signing below, Merchant represents that Merchant has read and is authorized to sign and submit this Application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("AXP Agreement"), and that all information provided herein is true, complete, and accurate. Merchant authorizes LEADERS and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this Application and receive and exchange information about Merchant personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. Merchant authorizes and directs LEADERS and AXP and AXP agents and Affiliates to inform Merchant directly, or through the entity above, of reports about Merchant that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. Merchant also authorizes AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. Merchant understands that upon AXP's approval of the Application, the entity will be sent the AXP Agreement and materials welcoming it, either to AXP's program for LEADERS to perform services for AXP or in AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). Merchant understands that if the entity does not qualify for the LEADERS servicing program, then the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the AXP Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the AXP Agreement.

If Merchant has selected (by checking the appropriate box on the Application) to receive products and/or services offered under one or more of the Third Party agreements referenced in the Program Guide, they hereby acknowledge and agree that the executed Signature page of the Application shall also serve as a signature page for each of the respective Third Party Agreement(s) and further acknowledge that the Third Parties are relying upon the information contained on the Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes LEADERS and Bank to share and exchange the information on the Application with the Third Parties and to provide a copy of the executed signature page to the respective Third Party, if requested.

Merchant certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing legal business name provided herein are correct. IN WITNESS WHEREOF, the undersigned Merchant has duly executed this Agreement (including the Application) as of the date(s) indicated below, and here by confirms that Merchant has received a complete copy of the Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (the "Agreement").

Applicant/Merchant Legal Name

CITY OF DE PERE

Applicant/Merchant Doing Business As Name

Authorized Signature

JOE ZEGERS

OWNER

Printed Name

Title

APPROVED/ACCEPTED

APPROVED/ACCEPTED

By: _____ Date: _____

By: _____ Date: _____

Wells Fargo Bank, N.A. 1200 Montego Way, Walnut Creek, CA 94598

Leaders Merchant Services, LLC, P.O. Box 1911, Camarillo CA 93011

PERSONAL GUARANTY

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

Each signer below ("You" or "Your") agrees as follows: You, in Your individual capacity (even though You use a title or other designation with Your signature) unconditionally guarantee and promise to pay to Wells Fargo and LEADERS all indebtedness of the Applicant at any time arising under or relating to the Agreement, including the related application and any related agreements or instruments, and any First Data Lease if applicable as well as any extensions, modifications, or renewals thereof. You authorize Wells Fargo and/or its agent(s) and LEADERS to investigate the individual business history of Applicant and each representative signing the Agreement, including Yourself, including investigative credit reports, in order to evaluate acceptability into the Wells Fargo Merchant Services Merchant Program and if accepted, to conduct further investigations from time to time thereafter and to report credit information to others. The obligations hereunder are joint and several and independent of the obligations of the Applicant, and a separate action or actions may be brought and prosecuted against You whether action is brought against Applicant or any other person, or whether the Applicant or any other person is joined in any such action or actions. You acknowledge that this guaranty is absolute and unconditional, there are no conditions precedent to the effectiveness of this guaranty, and this guaranty is in full force and effect and is binding on You in Your individual capacity as of the date you sign this Application, regardless of whether Wells Fargo and LEADERS obtains collateral or any guaranties from others or takes any other action contemplated by You. As guarantor, You waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Wells Fargo to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify You as guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. You also authorize Wells Fargo and LEADERS, without notice or consent, to (a) extend, modify, compromise, accelerate, renew, or otherwise change the terms of the guaranteed indebtedness; (b) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (c) release or substitute any part to the indebtedness or this guaranty. You represent and warrant to Wells Fargo and LEADERS that: (a) Wells Fargo and LEADERS has made no representation to You as to the creditworthiness of the Applicant; and (b) You have established adequate means of obtaining from the Applicant on a continuing basis financial and other information pertaining to Applicant's financial condition. You agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Your risks hereunder, and You further agree that Wells Fargo and LEADERS shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo and LEADERS in any manner.

You acknowledge and agree that until all obligations subject to this guaranty shall have been paid in full, You shall have no right of subrogation, and You waive any right to enforce any remedy which Wells Fargo and LEADERS now has or may hereafter have against the Applicant or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Wells Fargo and LEADERS. You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo, LEADERS and its successors and assigns. You understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank, N.A., Wells Fargo Merchant Services, LLC, and LEADERS are relying on this Guaranty in entering into the Agreement.

Signature

JOE ZEGERS

Print Name

Date

Signature

Print Name

Date

Sign & Date

Sign & Date

ASSOCIATION DISCLOSURE

Wells Fargo Bank, N.A. ("Bank") is the Member Bank (Acquirer) named in the Merchant Agreement.

The Bank's mailing address and phone number are:

Wells Fargo Bank, N.A.
Map A0347-023
1200 Montego Way
Walnut Creek, CA 94598
Phone number is: 1-925-746-4172

Important Member Bank Responsibilities:

- (a) The Bank is the only entity approved to extend acceptance of Association products directly to a merchant.
- (b) The Bank must be a principal (signer) to the Merchant Agreement.
- (c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Processor.
- (d) The Bank is responsible for and must provide settlement funds to the merchant.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

The Merchant's name, mailing address and phone number are:

Merchant Name: JOE ZEGERS

Merchant Address: 335 S. BORADWAY, DE PERE, WI 54115

Merchant Phone: -

Some Important Merchant Responsibilities:

- (a) Ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and chargebacks below thresholds.
- (c) Review and understand the terms of the Merchant Agreement.
- (d) Comply with Association Rules.

The responsibilities listed above **do not supersede** terms of the Merchant Agreement and are provided to ensure that Merchant understands some important obligations of each party. **This Disclosure page must be dated and signed by the Merchant's principal owner or authorized officer, which signature confirms that he/she has reviewed a copy of this document and that Merchant must be (and has been) provided with an executed copy of this Disclosure page at the time it is signed (which Merchant must retain) as well as a copy of the completed Merchant Application executed by Merchant (and Merchant Agreement).**

Sign & Date

Sales Representative Name: Mark Todd

Merchant's Signature

JOE ZEGERS

Merchant's Printed Name

OWNER

Title

Date

Deal ID 130576

To: Honorable Mayor and Members of Finance Committee
From: Joe Zegers, Finance Director
Date: May 7, 2014
Subject: Debit & Credit Card Processing Agent

The City currently accepts debit and credit card payments at six different locations or departments from our customers. This represents roughly \$350,000 to \$400,000 of activity and the City pays approximately \$12,000 per year in processing fees for this service to World Pay Merchant Services. Leaders Merchant Services Company has provided me with estimated processing fees on a sample of three of our locations which I have attached to this memo. Their estimated fees on the attachments indicate that we can achieve annual savings ranging from roughly \$800 to \$1,100 per location should we switch to their card processing service. Additionally, Leaders would reimburse our termination fees from World Pay of \$250 per location. I believe it would be reasonable to conservatively estimate that the City would save roughly \$4,000 per year should we switch from World Pay which has been our processor since 2008 to Leaders. I am aware of another concern that has switched to Leaders and has achieved similar savings with them with no drop-off in processing quality or assistance. Based on this analysis, I recommend that we approve switching from World Pay to Leaders for debit and credit card processing services pending contract approval from the City Attorney. Mark Todd from Leaders Merchant Services will be present at the May 13, 2014 Finance Committee Meeting to answer any questions you may have.

Attachment: CREDITCARDLEADERSPROCESSING (2199 : Resolution #14-57, change to credit card service provider)

Deal ID: 131261

02/25/2014

CITY OF DE PERE 949

Dear JOE ZEGERS,

Thank you for your interest in LEADERS, one of the fastest growing providers of credit and debit card based payment processing services in the U.S.! We specialize in providing merchant services nationwide and are very proud of our Top 5 ranking by many major independent research firms. We believe that our rates are among the lowest in the country and we remain committed to maintaining this pricing leadership.

Take a look at page 2 of this document to see the in-depth analysis we completed using your current processing profile based on the monthly statement(s) you provided. The summary below indicates the total amount you would have saved processing with us at our proposed new LEADERS rates as compared to the rates you were charged by your current processor.

\$72.52 TOTAL SAVINGS each month had you processed with LEADERS!

13.1% Savings

\$2,610.72 3 Years Savings!
\$1,740.48 2 Years Savings!
\$870.24 1 Year Savings!

I will contact you shortly to review this information and to begin the application process. We will get your business up and running quickly, so that you can begin to take advantage of our low rates and the related savings.

Should you wish to reach me, please call: (920) 540-4085

Sincerely yours,

Mark Todd

Deal ID: 131261

Statement: January 2014



STATEMENT ANALYSIS DETAILS

DBA Name: CITY OF DE PERE 949

Address:

	WORLD PAY			LEADERS Merchant Services		
	VOL/# OF TRANS	RATE	CHARGES	VOL/# OF TRANS	RATE	CHARGES
Qual Debit						
Qual						
Mid-Qual						
Non-Qual						
Discover Qual						
Discover Mid-Qual						
Discover Non-Qual						
Interchange Cost			\$321.67			\$321.67
Interchange + bps	\$28,848.07			\$28,848.07	0.0010	\$28.85
MC/Visa Trans	141	\$0.38	\$52.88	141	\$0.20	\$28.20
Discover Trans	3	\$0.37	\$1.11	3	\$0.20	\$0.60
Amex Trans						
OTHER FEES:						
Dues & Assessment			\$31.68			\$31.68
Wireless Trans Fee						
Visa APF	93	\$0.0245	\$2.28	93	\$0.0195	\$1.81
MC NABU Fee	50	\$0.0238	\$1.19	50	\$0.0195	\$0.98
Discover Data Usage	3	\$0.0267	\$0.08	3	\$0.0185	\$0.06
Visa Misuse Fee						
Zero Floor Limit Fee						
Voice Auth Fee						
AVS Fee	34	\$0.01	\$0.34	34		
Batch Header	26	\$0.20	\$5.20	26		
Chargeback Fee						
Pin Debit Auth	35	\$0.20	\$7.00	35	\$0.20	\$7.00
PIN-Debit Network	\$4,786.98		\$34.77	\$4,786.98		\$34.77
ACQ Isa Fee						
Int'l Service Fee						
Cross Border						
ACQ Support Fee						
Monthly Wireless Fee						
Customer Service			\$12.00		\$10.00	\$10.00
Security Fee						
Gateway Fee			\$5.00			
Debit Mthly Access Fee						
iAccess Fee			\$16.00			\$16.00
FANF			\$62.94			
PCI COMPLIANCE/PRGM FEES						
TOTAL VOL (Visa/MC/Discover)/	\$28,848.07		\$554.14	\$28,848.07		\$481.62
CHARGES						
AVG TICKET	\$200.33					
				RATE PLAN		LEADINT

TOTAL SAVINGS each month had you processed with LEADERS****\$72.52**

**These figures are estimates based on current processing statements or on projected information provided by you. LEADERS does not guarantee that these figures will be exact. The above information is for illustration purposes only. Actual Merchant account activity is subject to many more interchange categories. Rates & fees will vary accordingly. In addition, cost structures are highly variable. Merchants may produce more or less earnings. Merchant's actual percentage of transactions within a particular rate category may fluctuate. Rates & Fees subject to change.

Deal ID: 131262

02/25/2014

CITY OF DE PERE 956

Dear JOE ZEGERS,

Thank you for your interest in LEADERS, one of the fastest growing providers of credit and debit card based payment processing services in the U.S.! We specialize in providing merchant services nationwide and are very proud of our A+ rating from the Better Business Bureau (BBB). We believe that our rates are among the lowest in the country and are committed to maintaining this pricing leadership.

Take a look below to see the in-depth analysis we completed of your current processing profile based on the monthly statement(s) you provided. The summary below indicates the total amount you would have saved processing with us at our proposed new LEADERS rates as compared to the rates you were charged by your current processor.

\$74.42 TOTAL SAVINGS each month had you processed with LEADERS!

42.4% Savings

\$2,679.12 3 Years Savings!
\$1,786.08 2 Years Savings!
\$893.04 1 Year Savings!

Supporting details of the calculated savings are attached for your reference.

I will contact you shortly to review this information and to begin the application process. We will get your business up and running quickly so that you can begin to take advantage of these savings.

Should you wish to reach me, please call: (920) 540-4085

Sincerely yours,
Mark Todd

P.O. Box 1911 • Camarillo, CA 93011 • P (877) 538-3377 • F (877) 538-7566

www.leadersmerchantservices.com

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REV 0411

Deal ID: 131262

Statement: August 2013



STATEMENT ANALYSIS DETAILS

DBA Name: CITY OF DE PERE 956

Address:

	WORLD PAY			LEADERS Merchant Services		
	VOL/# OF TRANS	RATE	CHARGES	VOL/# OF TRANS	RATE	CHARGES
Qual Debit						
Qual						
Mid-Qual						
Non-Qual						
Discover Qual						
Discover Mid-Qual						
Discover Non-Qual						
Interchange Cost			\$60.21			\$60.21
Interchange + bps	\$3,483.30	0.0061	\$21.25	\$3,483.30	0.0010	\$3.48
MC/Visa Trans	17	\$0.60	\$10.20	17	\$0.20	\$3.40
Discover Trans					\$0.20	
Amex Trans						
OTHER FEES:						
Dues & Assessment			\$3.84			\$3.84
Wireless Trans Fee						
Visa APF	7	\$0.0245	\$0.17	7	\$0.0195	\$0.14
MC NABU Fee	10	\$0.0239	\$0.24	10	\$0.0195	\$0.20
Discover Data Usage					\$0.0185	
Visa Misuse Fee						
Zero Floor Limit Fee						
Voice Auth Fee						
AVS Fee	10	\$0.01	\$0.10	10		
Batch Header	9	\$0.30	\$2.70	9		
Chargeback Fee						
Pin Debit Auth						
PIN-Debit Network						
ACQ Isa Fee						
Int'l Service Fee						
Cross Border						
ACQ Support Fee						
Monthly Wireless Fee						
Customer Service			\$16.99		\$10.00	\$10.00
Security Fee						
Gateway Fee						
Debit Mithly Access Fee			\$5.00		\$5.00	\$5.00
iAccess Fee						
VISA FANF			\$15.00			\$15.00
PCI PROGRAM A / NON VALIDATION			\$39.99			
TOTAL VOL (Visa/MC/Discover)				\$3,483.30		\$101.27
CHARGES	\$3,483.30		\$175.69			
AVG TICKET	\$204.90					
				RATE PLAN		LEADINT

TOTAL SAVINGS each month had you processed with LEADERS****\$74.42**

**These figures are estimates based on current processing statements or on projected information provided by you. LEADERS does not guarantee that these figures will be exact. The above information is for illustration purposes only. Actual Merchant account activity is subject to many more interchange categories. Rates & fees will vary accordingly. In addition, cost structures are highly variable. Merchants may produce more or less earnings. Merchant's actual percentage of transactions within a particular rate category may fluctuate. Rates & Fees subject to change.

P.O. Box 1911 • Camarillo, CA 93011 • P (877) 538-3377 • F (877) 538-7566

www.leadersmerchantservices.com

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REV 0411

Deal ID: 130576

01/30/2014

CITY OF DE PERE
335 S. BORADWAY, DE PERE, WI 54115

Dear JOE ZEGERS,

Thank you for your interest in LEADERS, one of the fastest growing providers of credit and debit card based payment processing services in the U.S.! We specialize in providing merchant services nationwide and are very proud of our Top 5 ranking by many major independent research firms. We believe that our rates are among the lowest in the country and we remain committed to maintaining this pricing leadership.

Take a look at page 2 of this document to see the in-depth analysis we completed using your current processing profile based on the monthly statement(s) you provided. The summary below indicates the total amount you would have saved processing with us at our proposed new LEADERS rates as compared to the rates you were charged by your current processor.

\$89.38 TOTAL SAVINGS each month had you processed with LEADERS!

33.6% Savings

\$3,217.68 3 Years Savings!

\$2,145.12 2 Years Savings!

\$1,072.56 1 Year Savings!

I will contact you shortly to review this information and to begin the application process. We will get your business up and running quickly, so that you can begin to take advantage of our low rates and the related savings.

Should you wish to reach me, please call: (920) 540-4085

Sincerely yours,

Mark Todd

Deal ID: 130576

Statement: October 2013



STATEMENT ANALYSIS DETAILS

DBA Name: CITY OF DE PERE

Address: 335 S. BORADWAY, DE PERE, WI 54115

WORLD PAY			LEADERS Merchant Services		
VOL/# OF TRANS	RATE	CHARGES	VOL/# OF TRANS	RATE	CHARGES
Qual Debit					
Qual					
Mid-Qual					
Non-Qual					
Discover Qual					
Discover Mid-Qual					
Discover Non-Qual					
Interchange Cost		\$104.02			\$104.02
Interchange + bps	\$7,016.00	0.0061	\$7,016.00	0.0050	\$35.08
MC/Visa Trans	29	\$0.60	29	\$0.10	\$2.90
Discover Trans	2	\$0.60	2	\$0.10	\$0.20
Amex Trans					
OTHER FEES:					
Dues & Assessment		\$7.69			\$7.69
Wireless Trans Fee					
Visa APF	9	\$0.0244	9	\$0.0195	\$0.18
MC NABU Fee	20	\$0.0240	20	\$0.0195	\$0.39
Discover Data Usage	2	\$0.0250	2	\$0.0185	\$0.04
Visa Misuse Fee					
Zero Floor Limit Fee					
Voice Auth Fee					
AVS Fee	14	\$0.01	14		
Batch Header	13	\$0.30	13		
Chargeback Fee					
Pin Debit Auth					
PIN-Debit Network					
ACQ Isa Fee					
Int'l Service Fee					
Cross Border					
ACQ Support Fee					
Monthly Wireless Fee		\$16.99		\$10.00	\$10.00
Customer Service					
Security Fee					
Gateway Fee		\$5.00			
Debit Mithly Access Fee					
iAccess Fee		\$16.00			\$16.00
VS FANF		\$49.99			
PCI PGRM A / PCI NON COMPLIANCE FEE					
TOTAL VOL (Visa/MC/Discover)	\$7,016.00	\$265.88	\$7,016.00		\$176.50
CHARGES					
AVG TICKET	\$226.32				
			RATE PLAN		LEADINT

TOTAL SAVINGS each month had you processed with LEADERS**
\$89.38

**These figures are estimates based on current processing statements or on projected information provided by you. LEADERS does not guarantee that these figures will be exact. The above information is for illustration purposes only. Actual Merchant account activity is subject to many more interchange categories. Rates & fees will vary accordingly. In addition, cost structures are highly variable. Merchants may produce more or less earnings. Merchant's actual percentage of transactions within a particular rate category may fluctuate. Rates & Fees subject to change.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Resolution 14-58, Awarding Official City Newspaper Contract.

ATTACHMENTS:

- Reso14-58 (DOCX)
- Press Gazette Bid 2014-2015 (PDF)

RESOLUTION #14-58

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 *Green Bay Press Gazette*.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The *Green Bay Press Gazette* be designated the Official City Newspaper for the printing of Council proceedings and legal notices for the 2014-2015 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:

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 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-58 (2130 : Resolution 14-58, Awarding Official City Newspaper Contract)



May 2, 2014

Invitation for Bid – Official City of De Pere Newspaper - 2014

Due to the closure of the De Pere Journal this year in March of this year, the Green Bay Press-Gazette is pleased to maintain the following legal advertising rates for the publication of council proceedings and other city legal advertising through April 30, 2015.

Classified 10 Column Per Line charge –
Arial 6-point Font:

Number of Columns	First Insertion	Subsequent Insertion(s)
1	\$0.37	\$0.29
2	\$0.72	\$0.57
3	\$1.12	\$0.88
4	\$1.52	\$1.20
5	\$1.93	\$1.52
6	\$2.32	\$1.83
7	\$2.73	\$2.15
8	\$3.13	\$2.47
9	\$3.53	\$2.78
10	\$3.93	\$3.10

Classified 6 Column Per Line charge –
Arial 6-point Font:

Number of Columns	First Insertion	Subsequent Insertion(s)
1	\$0.57	\$0.45
2	\$1.24	\$0.98
3	\$1.91	\$1.51
4	\$2.59	\$2.04
5	\$3.26	\$2.57
6	\$3.93	\$3.10

Our classified column width will be changing to a 6 column format in the next few months and will eliminate our 10 column format with this change.

Additional charges that may apply - affidavit charges \$1.00 for each affidavit.

Thank you for the opportunity to serve your community.

Sincerely,

Scott Johnson
President and Publisher
Press-Gazette Media
920-431-8502
sejohnso@greenbay.gannett.com

Exhibit A

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #14-59, Authorizing Agreement with Tyco SimplexGrinnell for Police Department Video Surveillance System Replacement.

The Video Surveillance System in the Police Department and City Hall Lobby was initially installed in 2002 at the time of the City Hall/Police Complex renovation. The 12 year old system is comprised of a Windows 2000 video recording and management server and 7 cameras placed throughout the City Hall Lobby, Entranceway, and interior Police Department areas. The system works in conjunction with the Electronic Door Access System (accessible remotely by Brown County Public Safety Dispatch Center).

The system is essential in meeting the customer service needs especially during after-hours times when personnel are not working the front desk. Members of the public enter the Police Department foyer and are able to telephone the Dispatch Center to request assistance. The video system allows for the Dispatch Center to visually see the person requesting assistance, and allows them the ability to control the locking and unlocking of the front door giving the person emergency access to the Police Department lobby.

Late in 2013, we started experiencing failures with the Video Surveillance System with power interruptions and camera equipment failures. We replaced cameras on an as-needed basis given funding available in the police building maintenance account. Thoughtfully, cameras that were replaced were done with ones that would transition to a newer IP based system. Currently, we have had to relocate the only remaining (recently replaced) three cameras to our essential coverage areas (front lobby) in order to meet our minimum needs.

We had planned on including a replacement system in our 2015 Budget request, however, in January and February, two more cameras failed and the overall system is not running properly. Further, in February, the Brown County Public Safety Communications Center notified us of the requirement to move our Video Surveillance System Software to a Windows 7 platform. We are

requesting the necessary funding to replace the system so that we have a functioning system which meets all the necessary requirements for operation.

The system replacement was quoted by Tyco Simplex Grinnell for both replacement/upgrade of the existing system, and full replacement of existing equipment moving to an IP based option system with hybrid and analog camera options. The cost of replacing the entire system is less than the cost of upgrading existing equipment.

Upgrade Existing Analog System: \$10,570.00

Analog connections directly wired to Server with POE (power over Ethernet)

Replacement Hybrid/Analog New System: \$10,480.00

Internet Protocol connections to Server with POE (power over Ethernet)

The costs assume City Maintenance personnel will run necessary connections to reduce installation costs.

A separate POE (power over Ethernet) device is required for either option and that cost is approximately \$505.00.

The newer Hybrid/analog option allows us to grow with the system over time and allow additional cameras to be placed onto the system and the capacity for cameras is unlimited. Exponential growth would only require additional server space.

The quotes supplied by Tyco Simplex are attached.

Due to the total integration with the City's existing Door Access Controller System, we are respectfully requesting to procure on a sole source basis. The integration of the controller system simplifies the process that our Public Safety Communication Center must follow in order to allow emergency access to our building for the public; critical time savings when it matters.

Thank you for your consideration. If you have any questions, please contact me at 339-4075 or contact Kerry Krueger at 339-4083 at your convenience.

ATTACHMENTS:

- Reso14-59 (DOCX)
- De Pere City Hall CCTV Upgrade Revised(2) 4-24-2014 (PDF)

RESOLUTION #14-59

AUTHORIZING AGREEMENT WITH TYCO SIMPLEXGRINNELL FOR POLICE
DEPARTMENT VIDEO SURVEILLANCE SYSTEM REPLACEMENT

WHEREAS, the Police Department desires to replace its video surveillance equipment; and

WHEREAS, Tyco SimplexGrinnell is capable of providing such equipment upon the terms and conditions set forth in the attached Sale and Installation Agreement (Exhibit A); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute such Sale and Installation Agreement (Exhibit A), subject to such changes as deemed necessary by the City Attorney.

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 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-59 (2203 : Resolution #14-59, Replacement of Lobby/PD Camera System)



1941 Holmgren Way
GREEN BAY, WI 54304-4514
(920) 494 8741
FAX: (920) 494 6276
www.simplexgrinnell.com

31.b

SimplexGrinnell Quotation

TO:
De Pere City Hall
335 S Broadway
DE PERE, WI 54115-2526

Project: De Pere City Hall CCTV
Customer Reference: De Pere City Hall CCTV
SimplexGrinnell Reference: 381408708
Date: 04/24/2014
Page 1 of 6

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	De Pere City Hall NVR Upgrade	
1	420412	Exacq NVR 6TB Hybrid
4	AXC-0464-001	Axis P3353 Fixed Dome 6mm
4	EVIP-01-SS	EXACQ SINGLE IP CAMERA LICENSE
4	5502-361	Drop ceil mnt P33 series clear
	Professional Services - De Pere City Hall NVR Upgrade	
	PM LAB	PROJECT/CONSTRUCTION MGMT
	Technical Services - De Pere City Hall NVR Upgrade	
	TECH LAB	TECHNICAL SERVICE

Net selling price for Hybrid / Analog and IP Option, FOB shipping point, \$10,065.00

	De Pere CCTV (IP Only)	
1	IPS04-6000-R2	Exacq NVR 6TB IP only
7	AXC-0464-001	Axis P3353 Fixed Dome 6mm
3	EVIP-01-SS	EXACQ SINGLE IP CAMERA LICENSE
7	5502-361	Drop ceil mnt P33 series clear
	Professional Services - De Pere CCTV (IP Only)	
	PM LAB	PROJECT/CONSTRUCTION MGMT
	Technical Services - De Pere CCTV (IP Only)	
	TECH LAB	TECHNICAL SERVICE

Net selling price for IP Only Option - No Analog, FOB shipping point, \$9,975.00

Comments

This quote includes two options for replacing the existing Integral Technologies DVR. The first option utilizes the remaining (3) analog cameras. The second option is to replace ALL of old, failing cameras and replace with new IP cameras.

The first option shown includes the following:

- Exacqvision Hybrid Desktop NVR
 - o 8 Analog Inputs
 - o 6 Terabytes (TB) Storage

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

Packet Pg. 297

Attachment: De Pere City Hall CCTV Upgrade Revised(2) 4-24-2014 (2203 : Resolution #14-59, Replacement of Lobby/PD Camera System)



Project: De Pere City Hall CCTV
 Customer Reference: De Pere City Hall CCTV
 SimplexGrinnell Reference: 381408708
 Date: 04/24/2014
 Page 2 of 6

SimplexGrinnell Quotation

Comments (continued)

- Based on the existing cameras, adding two new hallway IP Cameras, and adding two new exterior cameras (3 Megapixel), 15 frames per second, 30% motion, and 60 days of video storage = 3.9TB... next size up to include a minimum of 25% spare storage for future cameras is 6TB.
- o (4) Axis P3353 IP Ceiling Mount Dome Cameras
- o (4) Axis Drop Ceiling Mount Kits
- o Technical Labor to set up the NVR, demonstrate the software, set up the client version of the software on the PC in Admin.
- Exacqvision Rack Mount NVR (no analog)
 - o 6 Terabytes (TB) Storage
 - NVR comes with 4 IP licenses, and 3 additional are included for the 7 total cameras
 - o (7) Axis P3353 IP Ceiling Mount Dome Cameras
 - o (7) Axis Drop Ceiling Mount Kits
 - o Technical labor to set up the NVR, demonstrate the software, set up the client version of the software on the PC in Admin.
 - o Includes labor to assist Peter Smith with setting up the front door release with the Exacq to CCure integration.

Pricing does not include cable or physical installation. Per our walk through conversation, the cable would be pulled and terminated by De Pere staff. All new IP cameras require a CAT5 or CAT6 cable.

A POE Switch will be needed by the NVR for either option.

IMPORTANT: SimplexGrinnell can provide integration between Software House's CCure9000 Access Control and Exacqvision's NVR. Both systems are Tyco products and we can provide integration so when a door is forced open, or there is an input on CCure, the associated camera will automatically pop up on the CCure screen. We can also put camera icons on a map / floorplan image (if it's provided by De Pere) so a user can click on a camera icon in a certain area rather than looking for the camera on a list. We can do this at no additional cost when we set up the new NVR.

Applicable taxes not included. Labor to be performed during normal business hours.

SimplexGrinnell reserves the right to negotiate a mutually agreeable contract for the performance of any work. Our submission of a bid or proposal is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration without penalty.

To proceed with this project, please sign this quote and return to snielson@simplexgrinnell.com or fax to the number below. If issuing a PO, please send a copy of the PO and include the reference number above on the PO.

Sincerely,

Scott Nielson
 Electronic Systems Sales

Phone: 920-883-9309



Project: De Pere City Hall CCTV
Customer Reference: De Pere City Hall CCTV
SimplexGrinnell Reference: 381408708
Date: 04/24/2014
Page 3 of 6

SimplexGrinnell Quotation

Fax: 920-494-6276

Comments (continued)

Attachment: De Pere City Hall CCTV Upgrade Revised(2) 4-24-2014 (2203 : Resolution #14-59, Replacement of Lobby/PD Camera System)



Project: De Pere City Hall CCTV
 Customer Reference: De Pere City Hall CCTV
 SimplexGrinnell Reference: 381408708
 Date: 04/24/2014
 Page 4 of 6

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
 - Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
 - Provide Company access to any system(s) to be serviced,
 - Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.
- 9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.
- 10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of



Project: De Pere City Hall CCTV
 Customer Reference: De Pere City Hall CCTV
 SimplexGrinnell Reference: 381408708
 Date: 04/24/2014
 Page 5 of 6

SALE AND INSTALLATION AGREEMENT (continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



Project: De Pere City Hall CCTV
 Customer Reference: De Pere City Hall CCTV
 SimplexGrinnell Reference: 381408708
 Date: 04/24/2014
 Page 6 of 6

SALE AND INSTALLATION AGREEMENT (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to microbacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#:	Accepted By: (Customer)
1941 Holmgren Way GREEN BAY, WI 54304-4514	Company: _____
Telephone: (920) 494 8741	Address: _____
Representative: _____	Signature: _____
_____	Title: _____
_____	P.O.#: _____ Date: _____

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

MEETING DATE: May 20, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Lawrence Delo

SUBJECT: Resolution #14-60, Authorizing Second Amendment for Consulting Services Between the City of De Pere and RW Management Group, Inc. for Interim Fire Department Management Services.

ATTACHMENTS:

- Reso14-60 (DOCX)
- 2nd Amendment to RW Management Agreement 5-14-117-002-13 (DOCX)
- RW Management Group contract extension memo 05-08-14 (DOCX)

RESOLUTION #14-60

AUTHORIZING SECOND AMENDMENT TO AGREEMENT FOR CONSULTING
SERVICES BETWEEN THE CITY OF DE PERE AND RW MANAGEMENT GROUP, INC.
FOR INTERIM FIRE DEPARTMENT MANAGEMENT SERVICES

WHEREAS, the City of De Pere and RW Management Group, Inc. are parties to an Agreement for Consulting Services, dated March 5, 2013, as amended dated October 21, 2013 (“the Agreement”); and

WHEREAS, the parties wish to extend the Agreement for an additional six (6) month period; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Second Amendment to the Agreement Between the City of De Pere and RW Management Group, Inc. attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-60 (2200 : Resolution #14-60, RW Management Group Contract Extension Request)

**SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND RW MANAGEMENT GROUP, INC. FOR
INTERIM FIRE DEPARTMENT MANAGEMENT SERVICES**

WHEREAS, the City of De Pere ("City") and RW Management Group, Inc. ("Consultant") are parties to an Agreement for Consulting Services, dated March 5, 2013, as amended dated October 21, 2013 ("the Agreement"); and

WHEREAS, the parties wish to extend the Agreement for an additional six (6) month period.

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

1. The Agreement is hereby extended by an additional 6 months and shall expire December 31, 2014.
2. Section VI., TIME FOR COMPLETION is amended by adding the following:

Should City enter into an Agreement with the City of Green Bay to implement City receipt of Fire Department administrative services from Green Bay, the parties agree the City may implement a reduction in Consultant's minimum hours, with proportional reduction in compensation, leading to a complete termination of services prior to December 31, 2014. City's notification to Consultant that it is implementing a reduced hour/compensation schedule shall satisfy the notice provisions for TERMINATION OF WORK found in Section XV of the Agreement.
3. All other terms, conditions, requirements, and obligations found in the Agreement, unless specifically amended by this Amendment, shall remain in full force and effect.

Dated this _____ day of _____, 2014.

RW MANAGEMENT GROUP, INC.

By:

Jeffrey R. Roemer, President

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

MEMORANDUM

TO: Personnel & Finance Committee

FROM: Larry Delo, City Administrator

DATE: May 8, 2014

SUBJECT: RW Management Group Contract Extension Request

As you are aware, the City has a contract with RW management Group that concludes at the end of June, 2014 to provide interim Fire Chief services to the City of De Pere. The intent of the existing contract was to provide adequate time for the City to complete its evaluation of the Fire Department structure and operations and to recruit and hire a new fire chief. The amount of time required to complete the structural and operational analysis and the ongoing discussion with the City of Green Bay have taken longer than anticipated and the City has not yet determined if we will enter into an agreement with Green Bay that will include administrative services or if we will still need to recruit and hire a new fire chief.

We anticipate the City Council will determine if it is interested in pursuing administrative services from the City of Green Bay in June or July of this year. I am requesting an extension of the RW Management Group contract through December of 2014 to provide interim fire chief services until either a new fire chief is employed or an agreement for administrative services provided by the City of Green Bay is implemented.

The current terms of the contract require the City to pay RW Management Group \$9,000 per month for a minimum of 32 hours per week of services. I am recommending the Personnel & Finance Committee recommend an extension of those terms with additional language that allows for a transitional period that implements a reduction of hours of service and proportional pay leading to a complete termination of services over a specified period of time if the City chooses to implement an agreement for administrative services from the City of Green Bay.

Please let me know if you have any questions regarding this contract extension request.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Joe Zegers

SUBJECT: Resolution #14-61, Establishing Non-Lapsing Funds as of December 31, 2013.

ATTACHMENTS:

- Reso14-61 (DOCX)
- NLF2013 (DOCX)
- NLF2013DETAIL (XLS)
- NLFMEMO2013 (DOCX)

RESOLUTION #14-61

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2013

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, 2013:

<u>Account</u>	<u>Amount</u>
Police-Radio Outlay	\$10,778
Police-Community Policing	\$1,867
Police Training	\$10,578
Fire/Rescue-Ambulance	\$159,000
Fire/Rescue-Act 102	\$2,153
Community Center-Outdoor Light Fixtures	\$2,500
Historic Preservation	\$4,773
Economic Development-Survey Work & City Signage	\$10,500
GIS-Arc GIS Online Initiative	\$10,905
GIS-Mobile GIS Hardware	\$2,259
GIS-ESRI Training	\$1,725
TOTAL	\$217,038

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso14-61 (2198 : Resolution #14-61, 2013 Budget Carryover)

RESOLUTION #14-XX

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2013

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, 2013:

<u>Account</u>	<u>Amount</u>
Police-Radio Outlay	\$10,778
Police-Community Policing	\$1,867
Police Training	\$10,578
Fire/Rescue-Ambulance	\$159,000
Fire/Rescue-Act 102	\$2,153
Community Center-Outdoor Light Fixtures	\$2,500
Historic Preservation	\$4,773
Economic Development-Survey Work & City Signage	\$10,500
GIS-Arc GIS Online Initiative	\$10,905
GIS-Mobile GIS Hardware	\$2,259
GIS-ESRI Training	\$1,725
TOTAL	\$217,038

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: NLF2013 (2198 : Resolution #14-61, 2013 Budget Carryover)

City of De Pere
Non-Lapsing Funds Detail
December 31, 2013

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
Police Department	Police-Radio Outlay	\$10,778	Unspent amount of \$171,000 spent from 2011-2013 and carried forward to complete radio replacement program. This project was completed and spent in 2014.
Police Department	Police-Community Policing	\$1,867	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	\$10,578	This amounts represents unspent state grants specific for training.
Fire Department	Fire/Rescue-Ambulance	\$159,000	2013 Budgeted amount remaining to replace ambulance #122. copier lease payment in 2013.
Fire Department	Fire/Rescue-Act 102	\$2,153	This amounts represents unspent state Act 102 grants specific for fire department.
Community Center	Community Center Outlay-Outside Lighting	\$2,500	\$2,500 budgeted in 2012 for LED lighting expected to be completed in 2014.
Historic Preservation	Plaques, Signage & Supplies	\$4,773	Remaining amount from 2013 budget spent in 2014 for plaque purchase & installation, signage and other supplies & approved by Historic Preservation Commission.
Economic Development	Economic Development-Consulting	\$10,500	Amount needed to complete Survey work and City Signage.
GIS Department	GIS-Consulting Project	\$10,905	Unspent amount of 2013 budget carried forward for ArcGIS Online Initiative Project.
GIS Department	GIS-Equipment	\$2,259	Unspent amount of 2013 budget carried forward for mobile GIS hardware.
GIS Department	GIS-Training	\$1,725	Limited Advance ESRI course offerings and scheduling conflicts precluded staff from completing the training in 2013.
	TOTAL	\$ 217,038	

Attachment: NLF2013DETAIL (2198 : Resolution #14-61, 2013 Budget Carryover)

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2013 Budget Items Carried Forward to 2014
Date: May 7, 2014

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2013 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 \$257,626. This year's amount is \$217,038 which is smaller than last year due mainly to diminished amounts needed for outlay items. Feel free to contact me prior to the Finance Meeting on May 13, 2014 should you have any questions. I recommend that these items be approved for carryover to 2014.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Recommendation to Approve 14-04 Concrete Street Reconstruction/Patching Project Cost and Change Order

Monies were budgeted in 2013 for work on American Boulevard that would be done over 2 years and be funded by TID 6.

The budgeted amount was believed to be \$2,000,000 for the street reconstruction, patching, storm sewer, and LED street lighting. I recently learned that this amount included offsetting revenue for engineering which reduced the available construction money to \$1,666,666.

The construction costs are as follows:

Project 13-04 Actual Cost	\$ 893,221.95
Project 14-04 Bid Cost	\$ 814,750.22
Project 14-10 Bid Cost	\$ 30,200.24
2014 Contingency	<u>\$ 40,737.51</u>
Total 2 Year Construction Cost	\$1,778,909.92

After the 14-04 project was out for bids we experienced cracking in the pavement completed in 2013. The Wisconsin Concrete Pavement Association (WCPA) was consulted and they suggest the cracks were caused by moisture in the base. This was compounded by the cold winter. WCPA suggested replacing some of the pavement base material with better draining base and installing edge drains that connect to the storm sewer system. The 2013 construction and 2014 proposed construction were to construct the new pavement on the existing base material.

The contractor provided a price to complete this work that results in additional cost as follows:

Pipe underdrain and open graded base course.	\$100,738.72
Reduction in bid for crushed aggregate base course	<u>\$ -16,796.00</u>
Project 14-04 Change Order Increase	\$ 83,942.72
Contingency	<u>\$ 4,197.14</u>
Additional Cost to Project 14-04	\$ 88,139.86

Staff is requesting approval of \$200,383.78 in funding for the project, which includes and the

attached change order for project 14-04. Funding will be from TID 6.

ATTACHMENTS:

- CE-ChangeOrder1-14-04 (PDF)

SECTION 00 63 63 CHANGE ORDER

34.a

No. 1
 Date of Issuance: May 20, 2014 Effective Date: May 21, 2014
 Owner: City of De Pere
 Project: Project 14-04, Concrete Street Reconstruction/Patching
 Contractor: Vinton Construction Company Date of Contract: April 24, 2014

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

Description:

Project modification to include open-graded base course and underdrain under the back of the curb.

Attachments (list documents supporting change): _____

CHANGE IN CONTRACT PRICE: Original Contract Price: <u>\$814,750.22</u> [Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> <u>\$0</u> Contract Price prior to this Change Order: <u>\$814,750.22</u> Increase of this Change Order: <u>\$83,942.72</u> Contract Price incorporating this Change Order: <u>\$898,692.94</u>	CHANGE IN CONTRACT TIMES: Original Contract Times: ☐ Working Days ☒ Calendar Days Substantial Completion (days or date): <u>98</u> Ready for Final Payment (days or date): <u>98</u> [Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> Substantial Completion (days): <u>98</u> Ready for final payment (days): <u>98</u> Contract Times prior to this Change Order: Substantial Completion (days): <u>98</u> Ready for final payment (days): <u>98</u> [Increase] [Decrease] of this Change Order: Substantial Completion (days): <u>0</u> Ready for final payment (days): <u>0</u> Contract Times with all approved Change Orders: Substantial Completion (days): <u>98</u> Ready for final payment (days): <u>98</u>
ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____

Attachment: CE-ChangeOrder1-14-04 (2218 : Recommendation to Approve 14-04 Project Cost and Change Order)

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

MEETING DATE: May 20, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 5-20-14 VOUCHERS (PDF)

5/13/2014 4:53 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04369 MAY 2014 COUNCIL - 2 5-20-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6426	ACL							
	I-201404-0	ACL	R	5/20/2014		107.20CR	071431	107.20
4881	ADVANCED TECHNICAL SOLUTIONS INC							
	I-201405123352	ADVANCED TECHNICAL SOLUTIONS I	R	5/20/2014		1,345.13CR	071432	1,345.13
0302	AIRGAS USA LLC							
	I-9027037300	AIRGAS USA LLC	R	5/20/2014		223.99CR	071433	
	I-9918210996	AIRGAS USA LLC	R	5/20/2014		362.85CR	071433	586.84
2982	ALL CITY COMMUNICATIONS							
	I-4699567-050114	ALL CITY COMMUNICATIONS	R	5/20/2014		189.68CR	071434	189.68
6022	APPLETON POST CRESCENT							
	I-8012672	APPLETON POST CRESCENT	R	5/20/2014		1,045.68CR	071435	1,045.68
2878	ARING EQUIPMENT CO INC							
	I-700282	ARING EQUIPMENT CO INC	R	5/20/2014		113.29CR	071436	113.29
5604	AURORA BAYCARE MED CTR LLC							
	I-KK193	AURORA BAYCARE MED CTR LLC	R	5/20/2014		199.24CR	071437	199.24
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000057152	BADGER LABORATORIES & ENGINEER	R	5/20/2014		20.00CR	071438	20.00
0020	BADGERLAND PRINTING INC							
	I-23532	BADGERLAND PRINTING INC	R	5/20/2014		25.00CR	071439	
	I-23547	BADGERLAND PRINTING INC	R	5/20/2014		72.00CR	071439	
	I-23550	BADGERLAND PRINTING INC	R	5/20/2014		130.00CR	071439	
	I-23592	BADGERLAND PRINTING INC	R	5/20/2014		180.00CR	071439	
	I-23631	BADGERLAND PRINTING INC	R	5/20/2014		28.00CR	071439	435.00
0023	BATTERIES PLUS LLC							
	I-501-425978	BATTERIES PLUS LLC	R	5/20/2014		295.00CR	071440	295.00
0027	BAY TOWEL INC							
	I-1796371	BAY TOWEL INC	R	5/20/2014		122.83CR	071441	
	I-1797768	BAY TOWEL INC	R	5/20/2014		36.40CR	071441	
	I-1797769	BAY TOWEL INC	R	5/20/2014		52.70CR	071441	
	I-1801175	BAY TOWEL INC	R	5/20/2014		38.11CR	071441	
	I-1801176	BAY TOWEL INC	R	5/20/2014		54.41CR	071441	
	I-1801177	BAY TOWEL INC	R	5/20/2014		21.53CR	071441	
	I-1803223	BAY TOWEL INC	R	5/20/2014		84.05CR	071441	410.03

Attachment: 5-20-14 VOUCHERS (2197 : Voucher Approval.)

5/13/2014 4:53 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04369 MAY 2014 COUNCIL - 2 5-20-14

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
0028	BAY VERTE MACHINERY INC							
	I-223324-00	BAY VERTE MACHINERY INC	R	5/20/2014		142.97CR	071442	142.97
3175	DEREK BEIDERWIEDEN							
	I-201405133368	DEREK BEIDERWIEDEN	R	5/20/2014		107.16CR	071443	107.16
5961	BEST EQUIPMENT							
	I-4468	BEST EQUIPMENT	R	5/20/2014		204.42CR	071444	204.42
0038	BROADWAY AUTOMOTIVE INC							
	I-705206	BROADWAY AUTOMOTIVE INC	R	5/20/2014		89.95CR	071445	89.95
0039	BROOKS TRACTOR INC							
	I-D31718	BROOKS TRACTOR INC	R	5/20/2014		3.78CR	071446	3.78
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-201405133369	BROWN COUNTY HIGHWAY DEPARTMEN	R	5/20/2014		811.17CR	071447	811.17
2944	BROWN COUNTY JAIL							
	I-201405123354	BROWN COUNTY JAIL	R	5/20/2014		360.00CR	071448	360.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-24754	BROWN COUNTY PORT SOLID WASTE	R	5/20/2014		16,515.67CR	071449	16,515.67
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201405123355	BROWN COUNTY REGISTER OF DEEDS	R	5/20/2014		60.00CR	071450	60.00
2984	BROWN COUNTY TREASURER							
	I-2014-00000003	BROWN COUNTY TREASURER	R	5/20/2014		1,815.12CR	071451	1,815.12
4537	BSN SPORTS							
	I-96036561	BSN SPORTS	R	5/20/2014		168.39CR	071452	168.39
0536	CDW GOVERNMENT INC							
	I-KX23727	CDW GOVERNMENT INC	R	5/20/2014		356.88CR	071453	
	I-LJ90640	CDW GOVERNMENT INC	R	5/20/2014		614.02CR	071453	970.90
2708	CLEANING SOLUTION SERVICES INC							
	I-05-9099	CLEANING SOLUTION SERVICES INC	R	5/20/2014		117.49CR	071454	117.49
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-CDP02 0314DEPER	CONSOLIDATED UTILITY SERVICES	R	5/20/2014		338.00CR	071455	
	I-CDP02 0414DEPER	CONSOLIDATED UTILITY SERVICES	R	5/20/2014		196.00CR	071455	534.00

Attachment: 5-20-14 VOUCHERS (2197 : Voucher Approval.)

5/13/2014 4:53 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 04369 MAY 2014 COUNCIL - 2 5-20-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0217	COUNTRY VISIONS COOPERATIVE							
	I-201405123356	COUNTRY VISIONS COOPERATIVE	R	5/20/2014		43.99CR	071456	
	I-201405123357	COUNTRY VISIONS COOPERATIVE	R	5/20/2014		26.99CR	071456	
	I-201405133370	COUNTRY VISIONS COOPERATIVE	R	5/20/2014		41.97CR	071456	
	I-201405133377	COUNTRY VISIONS COOPERATIVE	R	5/20/2014		30.93CR	071456	143.88
0063	DAANEN & JANSSEN INC							
	I-136956	DAANEN & JANSSEN INC	R	5/20/2014		560.00CR	071457	
	I-137091	DAANEN & JANSSEN INC	R	5/20/2014		315.00CR	071457	
	I-137189	DAANEN & JANSSEN INC	R	5/20/2014		665.00CR	071457	1,540.00
0554	DAVIS & KUELTHAU SC TRUST ACCOUNT							
	I-377070	DAVIS & KUELTHAU SC TRUST ACCO	R	5/20/2014		3,363.00CR	071458	3,363.00
0069	DE PERE GREENHOUSE INC							
	I-12223	DE PERE GREENHOUSE INC	R	5/20/2014		48.95CR	071459	48.95
0073	DE PERE WATER DEPT							
	I-201405133371	DE PERE WATER DEPT	R	5/20/2014		102.00CR	071460	102.00
6946	DEAN ENTERPRISES LLC							
	I-D-8439	DEAN ENTERPRISES LLC	R	5/20/2014		60.00CR	071461	60.00
0970	DIESEL SPECIALISTS OF GREEN BAY INC							
	I-G67030	DIESEL SPECIALISTS OF GREEN BA	R	5/20/2014		894.87CR	071462	894.87
0075	DIGGERS HOTLINE INC							
	I-140 4 36401	DIGGERS HOTLINE INC	R	5/20/2014		513.20CR	071463	
	I-140 4 36402	DIGGERS HOTLINE INC	R	5/20/2014		19.14CR	071463	532.34
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0414-370	EMPLOYEE RESOURCE CENTER INC	R	5/20/2014		340.00CR	071464	
	I-1116	EMPLOYEE RESOURCE CENTER INC	R	5/20/2014		262.50CR	071464	602.50
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-APRIL	EMS MEDICAL BILLING ASSOC LLC	R	5/20/2014		3,730.67CR	071465	3,730.67
0331	FERGUSON WATERWORKS #1476 INC							
	I-148125	FERGUSON WATERWORKS #1476 INC	R	5/20/2014		1,281.50CR	071466	1,281.50
2627	FESTIVAL FOODS INC							
	I-201405133372	FESTIVAL FOODS INC	R	5/20/2014		10.86CR	071467	
	I-201405133373	FESTIVAL FOODS INC	R	5/20/2014		5.80CR	071467	16.66

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
4611	FIRE-SAFETY CONSULTING & SERVICES							
	I-201405123358	FIRE-SAFETY CONSULTING & SERVI	R	5/20/2014		1,430.50CR	071468	1,430.50
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2418204-00	FIRST SUPPLY GREEN BAY LLC	R	5/20/2014		578.75CR	071469	
	I-2425157-00	FIRST SUPPLY GREEN BAY LLC	R	5/20/2014		6.80CR	071469	
	I-2462823-00	FIRST SUPPLY GREEN BAY LLC	R	5/20/2014		132.48CR	071469	
	I-2480147-00	FIRST SUPPLY GREEN BAY LLC	R	5/20/2014		44.00CR	071469	
	I-2482955-00	FIRST SUPPLY GREEN BAY LLC	R	5/20/2014		69.40CR	071469	831.43
0835	FOSTER COACH SALES INC							
	I-8496	FOSTER COACH SALES INC	R	5/20/2014		45.78CR	071470	45.78
6684	FRANKS FEED MILL INC							
	I-147213	FRANKS FEED MILL INC	R	5/20/2014		296.00CR	071471	296.00
0562	GALL'S INC							
	I-1879648	GALL'S INC	R	5/20/2014		101.41CR	071472	
	I-1886670	GALL'S INC	R	5/20/2014		107.01CR	071472	208.42
1891	GANNETT WI MEDIA							
	I-8014947	GANNETT WI MEDIA	R	5/20/2014		88.64CR	071473	
	I-8015419	GANNETT WI MEDIA	R	5/20/2014		261.66CR	071473	350.30
0111	GAT SUPPLY INC							
	I-27530	GAT SUPPLY INC	R	5/20/2014		62.59CR	071474	62.59
2495	GLAXOSMITHKLINE							
	I-31738019	GLAXOSMITHKLINE	R	5/20/2014		319.60CR	071475	319.60
0116	GRAINGER INC							
	I-9426209855	GRAINGER INC	R	5/20/2014		28.09CR	071476	
	I-9428911755	GRAINGER INC	R	5/20/2014		8.24CR	071476	36.33
6947	GRAMANN REPORTING LTD							
	I-217230	GRAMANN REPORTING LTD	R	5/20/2014		265.63CR	071477	265.63
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-972293319	GRAYBAR ELECTRIC COMPANY INC	R	5/20/2014		5.70CR	071478	
	I-972392651	GRAYBAR ELECTRIC COMPANY INC	R	5/20/2014		30.51CR	071478	36.21
0119	GREEN BAY AREA CHAMBER OF COMMERCE							
	I-132565	GREEN BAY AREA CHAMBER OF COMM	R	5/20/2014		375.00CR	071479	375.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2044	GREEN BAY TITLE COMPANY INC							
	I-TS58560B	GREEN BAY TITLE COMPANY INC	R	5/20/2014		75.00CR	071480	
	I-TS58561B	GREEN BAY TITLE COMPANY INC	R	5/20/2014		75.00CR	071480	
	I-TS58562B	GREEN BAY TITLE COMPANY INC	R	5/20/2014		75.00CR	071480	225.00
3521	HD SUPPLY WATERWORKS LTD							
	I-C311702	HD SUPPLY WATERWORKS LTD	R	5/20/2014		256.00CR	071481	
	I-C327979	HD SUPPLY WATERWORKS LTD	R	5/20/2014		951.50CR	071481	1,207.50
3571	HEARTLAND BUSINESS SYSTEMS INC							
	I-I140502113	HEARTLAND BUSINESS SYSTEMS INC	R	5/20/2014		300.00CR	071482	300.00
5674	HOME TEAM SPORTS & APPAREL INC							
	I-18933	HOME TEAM SPORTS & APPAREL INC	R	5/20/2014		31.60CR	071483	31.60
5484	HYDRO DESIGNS INC							
	I-32083-IN	HYDRO DESIGNS INC	R	5/20/2014		2,876.00CR	071484	
	I-32144-IN	HYDRO DESIGNS INC	R	5/20/2014		1,415.00CR	071484	4,291.00
1399	INDOFF INC							
	C-2447255	INDOFF INC	R	5/20/2014		12.92	071485	
	C-2450846	INDOFF INC	R	5/20/2014		279.80	071485	
	I-2445157	INDOFF INC	R	5/20/2014		629.02CR	071485	
	I-2445539	INDOFF INC	R	5/20/2014		129.90CR	071485	
	I-2446564	INDOFF INC	R	5/20/2014		180.29CR	071485	
	I-2447790	INDOFF INC	R	5/20/2014		351.99CR	071485	
	I-2449503	INDOFF INC	R	5/20/2014		18.88CR	071485	
	I-2450905	INDOFF INC	R	5/20/2014		88.71CR	071485	
	I-2453015	INDOFF INC	R	5/20/2014		29.24CR	071485	1,135.31
1338	JAMES E KOCKEN TRUCKING							
	I-0531	JAMES E KOCKEN TRUCKING	R	5/20/2014		234.00CR	071486	
	I-201405123359	JAMES E KOCKEN TRUCKING	R	5/20/2014		468.00CR	071486	702.00
2602	JOSSART BROTHERS INC							
	I-2816	JOSSART BROTHERS INC	R	5/20/2014		9,777.00CR	071487	9,777.00
1276	JX ENTERPRISES INC							
	I-D-241150079	JX ENTERPRISES INC	R	5/20/2014		11.93CR	071488	
	I-D-241200191	JX ENTERPRISES INC	R	5/20/2014		40.59CR	071488	
	I-D-241260008	JX ENTERPRISES INC	R	5/20/2014		75.00CR	071488	
	I-D-241270074	JX ENTERPRISES INC	R	5/20/2014		9.16CR	071488	
	I-D-241270087	JX ENTERPRISES INC	R	5/20/2014		9.71CR	071488	146.39

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			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
3986	KIMPS ACE HARDWARE CORP							
	I-304881	KIMPS ACE HARDWARE CORP	R	5/20/2014		71.47CR	071489	71.47
3140	KUNDINGER FLUID POWER INC							
	I-50282542	KUNDINGER FLUID POWER INC	R	5/20/2014		303.85CR	071490	303.85
6785	L P MOORADIAN CO.							
	I-97993	L P MOORADIAN CO.	R	5/20/2014		8,776.00CR	071491	8,776.00
0153	LAFORCE INC							
	I-810695 RI	LAFORCE INC	R	5/20/2014		298.91CR	071492	298.91
0159	LEXIS NEXIS INC							
	I-1404257109	LEXIS NEXIS INC	R	5/20/2014		214.00CR	071493	214.00
6198	MAILFINANCE							
	I-H4650207	MAILFINANCE	R	5/20/2014		300.00CR	071494	300.00
5269	MASTERFILES INC							
	I-2908051401	MASTERFILES INC	R	5/20/2014		11.25CR	071495	11.25
4254	MEACHAM NURSERY							
	I-IV14-4009	MEACHAM NURSERY	R	5/20/2014		2,828.00CR	071496	2,828.00
0173	MENARDS INC							
	I-39294	MENARDS INC	R	5/20/2014		3.89CR	071497	
	I-39711	MENARDS INC	R	5/20/2014		128.46CR	071497	
	I-39844	MENARDS INC	R	5/20/2014		39.94CR	071497	
	I-39978	MENARDS INC	R	5/20/2014		18.66CR	071497	
	I-40037	MENARDS INC	R	5/20/2014		30.46CR	071497	
	I-40100	MENARDS INC	R	5/20/2014		48.22CR	071497	
	I-40385	MENARDS INC	R	5/20/2014		17.98CR	071497	287.61
4946	MERRILL EQUIPMENT CO							
	I-44180	MERRILL EQUIPMENT CO	R	5/20/2014		9,699.95CR	071498	9,699.95
0175	MIDWEST RADAR & EQUIPMENT							
	I-13985	MIDWEST RADAR & EQUIPMENT	R	5/20/2014		115.80CR	071499	
	I-14334	MIDWEST RADAR & EQUIPMENT	R	5/20/2014		116.50CR	071499	232.30
3191	NIELSON COMMUNICATIONS INC							
	I-GB14-17601	NIELSON COMMUNICATIONS INC	R	5/20/2014		766.00CR	071500	766.00

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			CHECK	CHECK				CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT	
0531	NORTHEAST AUTO PARTS INC								
	I-289530	NORTHEAST AUTO PARTS INC	R	5/20/2014		23.47CR	071501		
	I-289651	NORTHEAST AUTO PARTS INC	R	5/20/2014		60.71CR	071501		
	I-289760	NORTHEAST AUTO PARTS INC	R	5/20/2014		53.96CR	071501		
	I-289836	NORTHEAST AUTO PARTS INC	R	5/20/2014		6.65CR	071501		
	I-289843	NORTHEAST AUTO PARTS INC	R	5/20/2014		39.48CR	071501		
	I-289859	NORTHEAST AUTO PARTS INC	R	5/20/2014		22.76CR	071501		
	I-289928	NORTHEAST AUTO PARTS INC	R	5/20/2014		72.98CR	071501		
	I-289934	NORTHEAST AUTO PARTS INC	R	5/20/2014		14.98CR	071501		
	I-289966	NORTHEAST AUTO PARTS INC	R	5/20/2014		31.00CR	071501		
	I-289988	NORTHEAST AUTO PARTS INC	R	5/20/2014		77.45CR	071501		
	I-290012	NORTHEAST AUTO PARTS INC	R	5/20/2014		24.99CR	071501		
	I-290028	NORTHEAST AUTO PARTS INC	R	5/20/2014		9.47CR	071501	437.90	
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC								
	I-156110	OSHKOSH FIRE & POLICE EQUIPMEN	R	5/20/2014		240.00CR	071502	240.00	
0499	PACK AND SHIP LLC								
	I-201405123360	PACK AND SHIP LLC	R	5/20/2014		17.69CR	071503		
	I-201405133378	PACK AND SHIP LLC	R	5/20/2014		14.08CR	071503	31.77	
0197	PACKER CITY INTERNATIONAL INC								
	I-1-240620035	PACKER CITY INTERNATIONAL INC	R	5/20/2014		23.90CR	071504		
	I-1-240660073	PACKER CITY INTERNATIONAL INC	R	5/20/2014		105.07CR	071504		
	I-1-241290030	PACKER CITY INTERNATIONAL INC	R	5/20/2014		1,499.00CR	071504	1,627.97	
6791	PACKERLAND ELECTRIC LLC								
	I-5387	PACKERLAND ELECTRIC LLC	R	5/20/2014		446.20CR	071505	446.20	
6126	PM SUPPLY - WRIGHT INDUSTRIAL								
	I-45687	PM SUPPLY - WRIGHT INDUSTRIAL	R	5/20/2014		254.57CR	071506	254.57	
0208	POMP'S TIRE SERVICE INC								
	I-1010017815	POMP'S TIRE SERVICE INC	R	5/20/2014		790.70CR	071507		
	I-1010017949	POMP'S TIRE SERVICE INC	R	5/20/2014		300.00CR	071507	1,090.70	
1701	PRAXAIR DISTRIBUTION INC								
	I-49307594	PRAXAIR DISTRIBUTION INC	R	5/20/2014		67.34CR	071508	67.34	
1246	PREVEA WORKMED INC								
	I-89540	PREVEA WORKMED INC	R	5/20/2014		400.00CR	071509		
	I-89658	PREVEA WORKMED INC	R	5/20/2014		246.00CR	071509	646.00	

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			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0218	PROMOTIONAL DESIGNS INC							
	I-213611	PROMOTIONAL DESIGNS INC	R	5/20/2014		321.80CR	071510	
	I-214653	PROMOTIONAL DESIGNS INC	R	5/20/2014		15.50CR	071510	337.30
6948	RAY'S TIRE							
	I-3-25928	RAY'S TIRE	R	5/20/2014		2,266.96CR	071511	2,266.96
0228	RENT A FLASH OF WISCONSIN INC							
	I-42720	RENT A FLASH OF WISCONSIN INC	R	5/20/2014		758.00CR	071512	758.00
1	RICHARDSON, DELPHINE							
	I-201405123362	MAILBOX	R	5/20/2014		42.18CR	071513	42.18
5632	RW MANAGEMENT GROUP INC							
	I-0514-646	RW MANAGEMENT GROUP INC	R	5/20/2014		9,000.00CR	071514	9,000.00
1890	S I METALS AND SUPPLY							
	I-154501	S I METALS AND SUPPLY	R	5/20/2014		836.00CR	071515	836.00
0235	SAINT VINCENT HOSPITAL							
	I-37792	SAINT VINCENT HOSPITAL	R	5/20/2014		78.36CR	071516	78.36
4875	SANOFI PASTEUR							
	I-902820965	SANOFI PASTEUR	R	5/20/2014		34.95CR	071517	34.95
0242	SCOTT CONSTRUCTION INC							
	I-10903MB	SCOTT CONSTRUCTION INC	R	5/20/2014		1,548.57CR	071518	
	I-10904MB	SCOTT CONSTRUCTION INC	R	5/20/2014		453.00CR	071518	
	I-10905MB	SCOTT CONSTRUCTION INC	R	5/20/2014		888.00CR	071518	2,889.57
4029	SERVICE MOTOR COMPANY							
	I-CS01659	SERVICE MOTOR COMPANY	R	5/20/2014		96.29CR	071519	96.29
1	SET APART MINISTRIES							
	I-201405133374	DEPOSIT	R	5/20/2014		25.00CR	071520	25.00
0406	SIMPLEXGRINNELL INC							
	I-76954481	SIMPLEXGRINNELL INC	R	5/20/2014		773.00CR	071521	
	I-80064611	SIMPLEXGRINNELL INC	R	5/20/2014		1,332.08CR	071521	2,105.08
1092	SOMERVILLE ARCHITECTS ENGINEERS							
	I-31843	SOMERVILLE ARCHITECTS ENGINEER	R	5/20/2014		1,110.00CR	071522	1,110.00

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5837	SOS TECHNOLOGIES							
	I-76112	SOS TECHNOLOGIES	R	5/20/2014		2,000.00CR	071523	2,000.00
0999	STAPLES ADVANTAGE							
	I-3229212722	STAPLES ADVANTAGE	R	5/20/2014		33.34CR	071524	
	I-3229212725	STAPLES ADVANTAGE	R	5/20/2014		8.47CR	071524	
	I-3230692155	STAPLES ADVANTAGE	R	5/20/2014		871.33CR	071524	913.14
0255	STELLPFLUG LAW SC							
	I-406-01M (218)	STELLPFLUG LAW SC	R	5/20/2014		890.52CR	071525	
	I-406-03M (7)	STELLPFLUG LAW SC	R	5/20/2014		225.00CR	071525	1,115.52
0268	TRUCK EQUIPMENT INC							
	I-584871-00	TRUCK EQUIPMENT INC	R	5/20/2014		889.43CR	071526	889.43
0417	TWEET GAROT MECHANICAL INC							
	I-2628	TWEET GAROT MECHANICAL INC	R	5/20/2014		225.00CR	071527	225.00
0272	UNIFORM SHOPPE INC							
	I-230896	UNIFORM SHOPPE INC	R	5/20/2014		85.90CR	071528	
	I-230937	UNIFORM SHOPPE INC	R	5/20/2014		690.00CR	071528	
	I-230973	UNIFORM SHOPPE INC	R	5/20/2014		17.95CR	071528	
	I-231053	UNIFORM SHOPPE INC	R	5/20/2014		10.00CR	071528	
	I-231082	UNIFORM SHOPPE INC	R	5/20/2014		750.00CR	071528	
	I-231083	UNIFORM SHOPPE INC	R	5/20/2014		750.00CR	071528	
	I-231084	UNIFORM SHOPPE INC	R	5/20/2014		850.00CR	071528	
	I-231522	UNIFORM SHOPPE INC	R	5/20/2014		183.90CR	071528	
	I-231569	UNIFORM SHOPPE INC	R	5/20/2014		690.00CR	071528	
	I-231692	UNIFORM SHOPPE INC	R	5/20/2014		128.95CR	071528	
	I-231693	UNIFORM SHOPPE INC	R	5/20/2014		48.95CR	071528	
	I-231725	UNIFORM SHOPPE INC	R	5/20/2014		750.00CR	071528	
	I-231757	UNIFORM SHOPPE INC	R	5/20/2014		42.95CR	071528	4,998.60
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6184	UNITED PARCEL SERVICE INC	R	5/20/2014		16.46CR	071529	16.46
1	WANISH, PATRICK & TARA							
	I-201405123363	MAILBOX	R	5/20/2014		50.00CR	071530	50.00
0238	WAUSAU EQUIPMENT CO INC							
	I-159900	WAUSAU EQUIPMENT CO INC	R	5/20/2014		108.41CR	071531	108.41

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0282	WESCO DISTRIBUTION INC							
	I-700858	WESCO DISTRIBUTION INC	R	5/20/2014		7.32CR	071532	
	I-704021	WESCO DISTRIBUTION INC	R	5/20/2014		414.69CR	071532	
	I-710158	WESCO DISTRIBUTION INC	R	5/20/2014		58.79CR	071532	480.80
0859	WI DEPT OF AG TRADE & CONSUM PROT							
	I-201405123364	WI DEPT OF AG TRADE & CONSUM P	R	5/20/2014		8,000.00CR	071533	8,000.00
3886	WI DEPT OF JUSTICE							
	I-201405123366	WI DEPT OF JUSTICE	R	5/20/2014		150.00CR	071534	150.00
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201405123365	WI DEPT OF JUSTICE TIME MADI	R	5/20/2014		133.00CR	071535	133.00
6811	CHRYSTAL WOLLER							
	I-201405123367	CHRYSTAL WOLLER	R	5/20/2014		242.95CR	071536	242.95

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	106	0.00	128,572.86	128,572.86
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	106	0.00	128,572.86	128,572.86

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 5-20-14 VOUCHERS (2197 : Voucher Approval.)

5/13/2014 4:53 PM

A / P CHECK REGISTER

PAGE: 11

PACKET: 04369 MAY 2014 COUNCIL - 2 5-20-14

VENDOR SET: 01

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT

100	5/2014	95,669.59CR
201	5/2014	855.55CR
208	5/2014	655.78CR
290	5/2014	30.00CR
415	5/2014	1,110.00CR
601	5/2014	21,958.11CR
650	5/2014	8,293.83CR
=====		
ALL		128,572.86CR

Attachment: 5-20-14 VOUCHERS (2197 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 20, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Operator License Applications.

Council members can view the Operator License Applications by logging into IQM2 and looking at the May 20th, 2014 License Committee Meeting Agenda.

ATTACHMENTS:

- 05-20-14 License Committee Operator License List (PDF)

CITY OF DE PERE - May 20, 2014

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	CORRIGAN, BRIAN J.	813 4TH ST.	DE PERE	WI	54111
Temporary Operator License Applications					
1	DOROW, MONETTE R.	1920 TERRY LN.	DE PERE	WI	54115
2	FULLER, JODY ANN	1310 HIAWATHA CIR.	GREEN BAY	WI	54313
3	HEMB, MARSHA L.	1923 HILLSIDE LN.	GREEN BAY	WI	54302
4	JANIAK, CAROL J.	1760 MENEAU DR.	DE PERE	WI	54115
5	JANIAK, JOSEPH D.	1760 MENEAU DR.	DE PERE	WI	54115
6	KOEHN, PAUL E.	817 GROVE ST.	GREEN BAY	WI	54302
7	LAUERDIERE, CARRIE L.	1120 SHEA AVE.	GREEN BAY	WI	54303
8	ROBINSON, SUSAN L.	821 1/2 S. BROADWAY ST.	GREEN BAY	WI	54304
9	SCHWARTZ, TROY C.	6833 COUNTRY CREEK CT.	GREENLEAF	WI	54126
10	ZULLER, SANDRA L.	211 NOB HILL LN.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	CHAGDES, STEVE	3303 N. CASALOMA DR., #147	APPLETON	WI	54913
2	CRAWFORD, NICHOLAS, A.	502 NORTH 10TH ST.	DE PERE	WI	54115
3	GAY, TRACEY D.	615 N. WASHINGTON ST.	DE PERE	WI	54115
4	LICHON, KELLY A.	1135 THRUSH ST.	GREEN BAY	WI	54303
5	MADRUGA, MICHELLE C.	423 MEADOW WIND DR.	GREEN BAY	WI	54311
6	MCLEAN, DAVID A.	108 BURGUNDY CT.	GREEN BAY	WI	54302
7	MCSWEENEY, MEGHAN M.	1350 CRIMSON CT.	PLOVER	WI	54467
8	PEREZ-GARCIA, JAIME	1192 SCHEURING RD.	DE PERE	WI	54115
9	ROBERTSON, MEGHAN S.	1853 SCHEURING RD., APT. 5	DE PERE	WI	54115
10	VERSTEGEN, JOSHUA R.	2313 TWIN WILLOWS	GRAND CHUTE	WI	54914
11	YATSO, RACHEL K.	2301 SHANNON MARIE CT.	DE PERE	WI	54115
Renewal Operator License Applications for the 2014-2016 Licensing Period					
1	BURDOSH, ELYSE C.	905 GRANT ST.	DE PERE	WI	54115
2	CRAMER, LORRI A.	2682 GREEN ISLE CT.	GREEN BAY	WI	54301
3	DEKEYSER, ASHLEY A.	116 1/2 N. BROADWAY ST., APT. 2	DE PERE	WI	54115
4	DENUSZEK, LORNA K.	140 E. 2ND ST., APT. B	KAUKAUNA	WI	54130
5	DRURY, DREW D.	1991 Swan Rd.	DE PERE	WI	54115
6	FELTHEIM, ANDREW L.	5007 REDBUD CT.	GREEN BAY	WI	54311
7	GAJESKI, DENISE A.	846 ELM ST.	DE PERE	WI	54115
8	GOLDSCHMIDT, CASSANDRA M.	134 S. WASHINGTON ST.	DE PERE	WI	54115
9	GOVE, STEPHANIE D.	527 N. ERIE ST.	DE PERE	WI	54115
10	HANSEN, KRISTI, L.	671 GREEN BAY RD.	DENMARK	WI	54208
11	HEMAUER, RENEE A.	726 N. WEBSTER ST.	DE PERE	WI	54115
12	HOCKERS, KEITH	1731 76TH PL.	DE PERE	WI	54115
13	JACKSON, LORI M.	1432 SNOWSHOE TRL.	SUAMICO	WI	54173
14	JOHNSON, AMANDA K.	816 VOELKER ST.	DE PERE	WI	54115
15	KASTER, NICHOLAS L.	408 N. ST. BERNARD DR.	DE PERE	WI	54115
16	KLEINSCHMIDT, TRACEY A.	4778 N. OVERLAND	ONEIDA	WI	54155
17	KUROWSKI-BEALLEAU, THEODORE	W1472 TALL FEATHER WAY	SEYMOUR	WI	54165
18	LEWIS, LORI A.	969 KELLOGG ST.	GREEN BAY	WI	54303
19	MALONE, STEPHANIE L.	304 MAIN AVE.	DE PERE	WI	54115
20	MARTIN, DEL D.	479 S. HURON RD.	GREEN BAY	WI	54311

21	MORRIS, RICHARD W.	2745 INDY CT.	DE PERE	WI	54115
22	OLEYNICZAK, ANN M.	108 N. WINNEBAGO ST.	DE PERE	WI	54115
23	POLEY, BENJAMIN P.	220 FT. HOWARD AVE.	DE PERE	WI	54115
24	PORIOR, DORI L.	732 PARK ST.	DE PERE	WI	54115
25	REINHARD, AARON R.	1280 CROWN CT., APT. 2	DE PERE	WI	54115
26	ROUSE, ASHLEY R.	1366 S. 9TH ST.	DE PERE	WI	54115
27	SEROOGY, BOBBY C.	2140 S. PINE TREE RD.	DE PERE	WI	54115
28	SEROOGY, JACOB R.	2140 S. PINE TREE RD.	DE PERE	WI	54115
29	SERVER, STEVEN J.	2882 MANITOWOC RD.	GREEN BAY	WI	54311
30	SHERWOOD, JOE D.	1394 DOUSMAN ST.	GREEN BAY	WI	54303
31	SPEJCHER, JOHN	218 S. BUCHANAN ST.	GREEN BAY	WI	54303
32	STOCK, EMILY A.	1857 FARLIN AVE.	GREEN BAY	WI	54302
33	TESCH, KERRI J.	810 S. NINTH ST.	DE PERE	WI	54115
34	TRUTTMANN, BRENT R.	N5260 CTY RD. E	DE PERE	WI	54115
35	VAN DYKE, JACK M.	421 S. ONTARIO ST.	DE PERE	WI	54115
36	VANDEN BRANDEN, KALLY M.	1808 WILLIAMS GRANT DR.	DE PERE	WI	54115
37	WENDTLAND, ADAM J.	153 EAST RIVER DR.	DE PERE	WI	54115
38	ZELHOFFER, RYAN T.	2676 TROJAN DR.	GREEN BAY	WI	54304