



Common Council

335 South Broadway

Regular Meeting

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

Revised Agenda

Tuesday, April 15, 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 **April 15, 2014** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

THERE WILL BE A BRIEF SWEARING IN CEREMONY FOR ELECTED AND RE-ELECTED OFFICIALS PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING.

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the April 2, 2014 Common Council Meeting.
4. Public Hearing to levy special assessments for improvements constructed on the west side of CTH PP from 185' south to 1330' south of Prosper Street.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Board of Public Works.
 - C. Resolution #14-33, Final Resolution Authorizing Sanitary Sewer and Water Main and Sanitary Sewer and Water Lateral Construction and Levying Special Assessments Against Benefited Property (CTH PP from 185' South to 1330' South of Prosper Street).
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendation from the Board of Public Works to Award Bid of Project 14-01 Sewer and Water Relay and Street Resurfacing to Dorner Inc. in the Amount of \$1,516,648.00.
7. Recommendation from the Board of Public Works to Award the Bid for Project 14-04 Concrete Street Reconstruction/Patching to Vinton Construction Company in the amount of \$814,750.22.
8. Recommendation from Finance Committee to award bid to Kleuskens Electric for electrical work in Police Department shooting range.
9. Ordinance #14-07, Amending §8-2, De Pere Municipal Code Regarding the Discharge of Weapons in the City.

10. Consideration and/or Adoption of Initial Resolution #14-34, relating to Industrial Development Revenue Bond financing on behalf of Green Box NA Green Bay LLC, a Wisconsin limited liability company. As required by state law, information regarding the expected job impact of the project to be financed with the bonds on the project site and elsewhere in the State of Wisconsin will be available at the time of consideration of the Initial Resolution.
11. Consideration and Adoption of Resolution #14-35, Regarding Public Bidding and Non-Discrimination in Connection with Industrial Revenue Bond Financing on behalf of Green Box NA Green Bay, LLC, a Wisconsin limited liability company.
12. Resolution #14-36, Approving Proposal/Contract Agreement for Antennas Between the City of De Pere and Dixon Engineering, Inc. (Sprint Wireless Antenna Installation - Merrill).
13. Resolution # 14-37, Approving Proposal/Contract Agreement for Antennas Between the City of De Pere and Dixon Engineering, Inc. (Sprint Wireless Antenna Installation - Matthew).
14. Resolution #14-38, Authorizing First Amendment To Tower Lease Agreement With New Cingular Wireless PCS, LLC (Matthew Street Tower).
15. Resolution #14-39, Amending Addendum R of the City of De Pere Employee Manual regarding coverage for Medicare eligible for employees retiring after October 1, 2014.
16. Changes to Medicare Eligible Retiree Health Insurance
17. Appointments and re-appointments to Boards and Commissions by Mayor Walsh.
18. Voucher Approval.
19. Operator License Applications.
20. Future agenda items.
21. Consideration of Settlement of Prohibited Practices Complaint over 2014-2015 Contract Negotiations
PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

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

22. 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

Robert Janssen

James Snyder

Ron Van Den Heuvel

Randy Kulat

Dan Dorner, Dorner, Inc.

Michael Maples, Vinton Construction Company

Donald & Kay Van Straten Revocable Trust

Carolyn Fosick Family Trust

Don Roffers

William E & Margaret Ann Greenfield

David L & Mary Ritchie

Valley Properties

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: April 15, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the April 2, 2014 Common Council Meeting.

ATTACHMENTS:

- 4-02-2014 Common Council Meeting (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Wednesday, April 2, 2014
7:30 PM
De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on April 2, 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	Aldersperson	Present	
James Boyd	Aldersperson	Present	
Scott Crevier	Aldersperson	Present	
Michael Donovan	Aldersperson	Present	
Jim Kneiszel	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Lisa Rafferty	Aldersperson	Present	

2. Pledge of allegiance to the Flag. The Council said the Pledge of Allegiance.

Mayor Walsh announced that on Sunday, March 30th, 3rd District Aldersperson Bob Heuvelmans passed away and in his 5 years as Aldersperson, he always had the best interest of his constituents and the City at heart. The Mayor offered heartfelt condolences to his wife, 3 children, 5 grandchildren, his mother, and his 4 sisters. The Mayor thanked Bob for his service to the community and stated that he will be missed by everyone.

3. Approval of the Minutes of the March 18, 2014 Common Council Meeting. Aldersperson Lueck stated that in honor of Aldersperson Heuvelmans he will vote "nay" on the Minutes approval.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Jim Kneiszel, Aldersperson
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Rafferty
NAYS:	Larry Lueck

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

Mayor Walsh congratulated Alderspersons Bauer, Kneiszel, Boyd and Crevier for their re-election to the City Council. Aldersperson Bauer wished the same to the Mayor.

5. Recommendation from Board of Park Commissioners for Approval of Donation from De Pere Optimist Club.*

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

6. Recommendation from the Board of Park Commissioners to approve request to amend De Pere Municipal code regarding discharge of firearms for hunting within the City Limits. (Recommendation from Finance/Personnel Committee to approve amending code failed in a 2-2 vote).

Attachment: 4-02-2014 Common Council Meeting (2066 : Approval of the Minutes of the April 2, 2014 Common Council Meeting.)

Aldersperson Crevier stated that he went to Mr. Jansen's farm to talk to him about his request; Aldersperson Crevier plans to vote against this. Aldersperson Kneiszel also stated that he will vote against this. Aldersperson Boyd asked if neighbors had concerns; City Administrator Larry Delo responded that because it is a city-wide ordinance, notification of the neighbors was not required. City Attorney Judy Schmidt-Lehman explained that the City does not currently allow the discharge of weapons in the City limits; unless to eliminate nuisance animals with City and DNR permission and for migratory birds in certain areas. She stated that the recommendation of City staff is to not allow the discharge of weapons or to broaden the existing allowances for discharge of weapons; that doing so is incompatible with urban life. She reviewed the 5 requirements recommended by staff to be imposed if the Council decided to allow the discharge of firearms in the City. She also mentioned that a "yes" vote would mean that the Legal Department would draft an ordinance to come back to Council for approval at the next Common Council Meeting.

Discussion followed. Aldersperson Kneiszel moved, seconded by Aldersperson Crevier to open the meeting. Upon vote, motion carried unanimously.

Brad Sauer came forward and spoke against the recommendation.

Aldersperson Kneiszel moved, seconded by Aldersperson Bauer to close the meeting. Upon vote, motion carried unanimously. Discussion followed. Upon vote, motion carried with Alderspersons Boyd, Crevier, and Kneiszel voting nay.

RESULT:	ADOPTED [4 TO 3]
MOVER:	Kevin Bauer, Aldersperson
SECONDER:	Michael Donovan, Aldersperson
AYES:	Kevin Bauer, Michael Donovan, Larry Lueck, Lisa Rafferty
NAYS:	James Boyd, Scott Crevier, Jim Kneiszel

7. Resolution #14-29, Disallowance of Claim (Michael J. Selner).

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

8. Resolution #14-30, Authorizing Agreement for Consulting Services Between the City of De Pere and Somerville, Inc. (Braisher Park Shelter Remodel).

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

9. Resolution #14-31, Authorizing Amendment No. 2 to the Agreement Between the City of De Pere and J.F. Brennan Co., Inc. Regarding Occupancy of City Property Located at 1450 and 1500 Fort Howard Avenue.

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

10. Resolution #14-32, Authorizing Yoga in the Park Agreement.

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

11. Riverwalk listing of Revenues and Expenditures for review.
Alderperson Boyd clarified for the Council that fundraising for the Riverwalk is over, but that the City will still accept donations.

RESULT:	DISCUSSED
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12. Voucher Approval.

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

13. Operator License Applications.

CITY OF DE PERE - April 2, 2014					
ITEM	NAME	ADDRESS	CITY	ST	
Previously Tabled Operator License Applications					
1	PAUL, CINDY L.	1680 W. MAIN CIRCLE #86	DE PERE	WI	5
Temporary Operator License Applications					
1	MEYER, PAULA K.	1411 MISSION HEIGHTS RD.	DE PERE	WI	15
Operator License Applications for the 2012-2014 Licensing Period					
1	BIRDER, ANDREW J.	555 MAIN AVE., #213	DE PERE	WI	5
2	ESQUIVEL, ALEXANDRIA J.	1254 O'KEEFE CT.	DE PERE	WI	5
3	FONDER, CRYSTAL M.	1457 CHICAGO ST.	GREEN BAY	WI	01
4	GUNDERSON, SARA A.	100 GRANT ST., SUITE 729	DE PERE	WI	15
5	HART, SADIE E.	1045 MORAINES WAY, #5	GREEN BAY	WI	03
6	HAYES, KATHERINE	1171 ORLANDO DR.	GREEN BAY	WI	04
7	LEWIS, LORI A.	969 KELLOGG ST.	GREEN BAY	WI	03
8	VAN DERA, JASMINE	1126 PILGRIM WAY	GREEN BAY	WI	04
9	WENDT, CURTIS L.	1072 SUBURBAN DR.	DE PERE	WI	15

Alderperson Bauer moved, seconded by Alderperson Boyd to deny Previously Tabled Operator License #1. Upon vote, motion carried unanimously.

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

Alderperson Bauer moved, seconded by Alderperson Boyd to table Operator License Application #2 and to approve Operator License Applications #1, 3-9. Upon vote, motion carried unanimously.

14. Future agenda items.
None.

15. Adjournment.

Aldersperson Crevier moved, seconded by Aldersperson Kneiszel to adjourn the Common Council meeting at 8:23 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk - Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 15, 2014

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #14-33, Final Resolution Authorizing Sanitary Sewer and Water Main and Sanitary Sewer and Water Lateral Construction and Levying Special Assessments Against Benefited Property (CTH PP from 185' South to 1330' South of Prosper Street).

The Brown County Highway Department is preparing to reconstruct CTH PP this year from Viking Lane to STH 32/57 from a rural section to an urban section with curb and gutter. The majority of the properties in the City in this corridor have public sanitary sewer and water main. There are six properties in the City on the south end of the project that do not have public sanitary sewer and water main. Prior to the County reconstructing CTH PP, the utilities need to be provided.

The existing properties on the south end of the project have sewer service via a private force main system. This system will be in conflict with the CTH PP reconstruction project. The property owners were granted revocable occupancy permits for the private sewer until such time as public sewer service is extended. The resolution approving the private sewer installation is attached. Additionally, the properties have private wells.

This project was originally planned for 2010, but rescheduled to obtain approval from the Town of Ledgeview to utilize the sanitary sewer on Viking Lane.

Assessment charges for the project include the following:

- Green Bay Metropolitan Sewerage Charge and Ledgeview Connection Charges which will be assessed 100% to the benefiting properties.
- Sanitary sewer and water main which will be assessed at 50% to the benefiting properties, with the remaining 50% funded by the sewage and water utility due to only the west side of CTH PP being serviced at this time.
- Sanitary and water laterals which will be assessed 100% to the property owners.

The fiscal impact is anticipated to be as follows:

- Assessments: \$148,947
- Sewage and water utility: \$88,847

This work is scheduled to be constructed in May as part of project 14-01, Sewer and Water Relay and Street Resurfacing. The property owners will be required to connect to the sanitary sewer

lateral within 30 days due to conflicts with the Brown County storm sewer system. The property owners will be given one year to connect to the water lateral.

The installation and assessments for water main and sanitary sewer are covered by Section 26-2 (b), Section 26-3, and Section 26-4 of the Municipal Code.

Staff recommends approval of the preliminary resolution to the Common Council to schedule a Public Hearing.

ATTACHMENTS:

- Reso14-33 (DOCX)
- CTH PP Special Assessment - 4-15-2014 (PDF)
- CTHPPPPrivateSewerResolution (PDF)
- Res#14-28 Special Assessments CTHPPS&Water (DOCX)

RESOLUTION #14-33

FINAL RESOLUTION AUTHORIZING SANITARY SEWER AND WATER MAIN AND
 SANITARY SEWER AND WATER LATERAL CONSTRUCTION AND LEVYING
 SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY
 (CTH PP from 185' south to 1330' south of Prosper Street)

WHEREAS, the Common Council of the City of De Pere having declared its intention to exercise its police power to levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the areas described below and special assessments to be levied on a reasonable basis upon the property benefited thereby. Said improvements to include sanitary sewer and water main and sanitary sewer and water lateral construction and incidentals therefore where necessary and required. Said improvements shall be constructed in, and the properties benefiting therefrom are contained within, the following described areas or abutting streets:

**SANITARY SEWER AND WATER MAIN AND SANITARY SEWER AND WATER
 LATERALS – CTH PP**

West side of CTH PP from 185' south to 1330' south of Prosper Street

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding such improvements and, pursuant thereto, a public hearing has been held at the City Hall Council Chambers on the 15th day of April, 2014 at 7:30 p.m., whereupon the Common Council heard all interested parties or their agents or attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, that:

1. The report of the Board of Public Works of the City of De Pere, as compiled by the Director of Public Works, pertaining to the construction of the above described improvements, including plans and specifications therefore (as modified*) is hereby adopted and approved.

2. The Common Council, based on its view of the property and its review of such report, determines that the above described properties are benefited by such public improvements and that the benefits and amounts assessed against each parcel on the basis shown in the report (as modified*), representing an exercise of police power, are determined to be on a reasonable basis and are hereby confirmed and approved.

3. Payment for the public improvements shall be made by assessing the cost therefore against the above described benefited properties as indicated in such report.

4. The assessments hereby levied for said improvements shall be:

- (1) paid in cash within thirty (30) days of invoice; or
- (2) paid in ten (10) annual installments, together with interest on the unpaid balance at a rate of 4.625%; or
- (3) paid upon transfer of ownership of any parcel or part of a parcel against which assessments are levied;

whichever occurs first. If title to part of such parcel is transferred, only such assessment that is attributable to the part transferred shall become due and payable upon transfer.

5. The total amount assessed benefited properties shall not exceed the total cost of the improvements.

6. The Clerk-Treasurer is hereby directed to publish this resolution in the Green Bay Press Gazette as a Class 1 Notice.

7. The Clerk-Treasurer is further directed to mail a copy of this resolution to the property owners whose names appear on the assessment roll whose address is known or can, with reasonable diligence, be ascertained.

8. If any section, sentence, or clause of this resolution or any special assessment set forth or referenced herein shall be declared invalid for any reason whatsoever, such decision

Resolution #14-33

Page 3 of 3

shall not affect the remaining sections or assessments approved herein, which shall remain in full force and effect.

9. This resolution shall remain in full force and effect from and after its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

* Strike if not modified by the Council

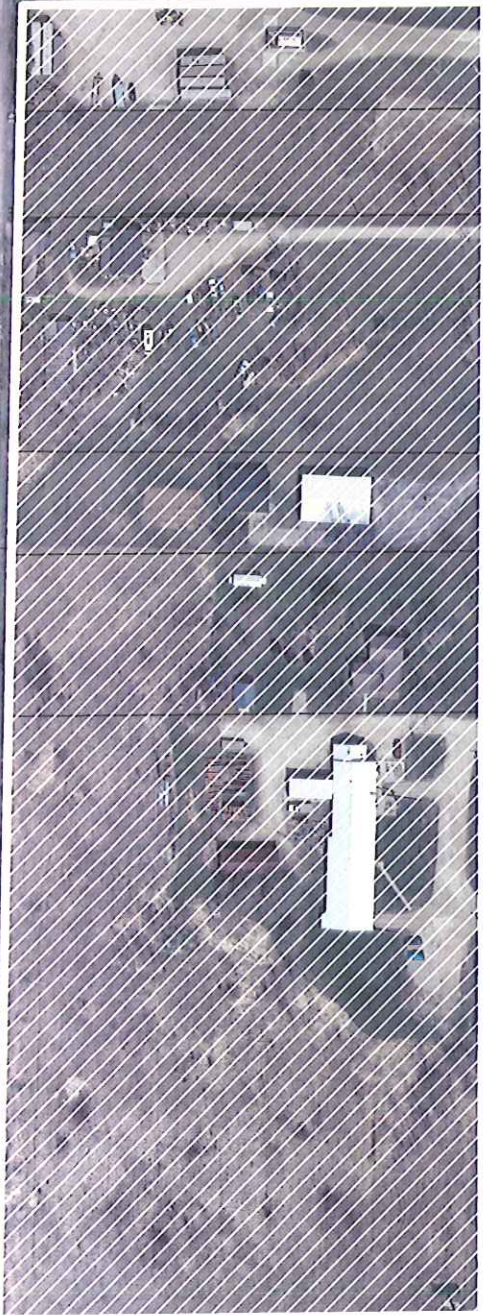
4.C.b

Packet Pg. 14

WATER MAIN AND SANITARY SEWER SPECIAL ASSESSMENT BOUNDARY

PROSPER STREET

COUNTY HIGHWAY PP



1 inch = 168 feet



Water & Sanitary
Assessment

Project:
14-01

March, 2014
By: SRL

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

SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
April 1, 2014

SANITARY SEWER AND WATER MAIN (50% Assessable)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable	Non-Assessable
	Provide 8" PVC Sanitary Sewer (CTH PP)	1425	\$37.00 LF	\$52,725	\$26,363	\$26,363
	Provide 4' Diameter Sanitary Manhole	35	\$185.00 VF	\$6,475	\$3,238	\$3,238
	Core Drill Sanitary Manhole	1	\$1,000.00 EA	\$1,000	\$500	\$500
	Abandon Lift Station and Force Main	1	\$1,200.00 LS	\$1,200	\$600	\$600
	Provide 12" PVC Water Main - Open Cut	1345	\$45.00 LF	\$60,525	\$30,263	\$30,263
	Provide 12" Valve	3	\$2,750.00 EA	\$8,250	\$4,125	\$4,125
	Provide 6" Valve	2	\$1,150.00 EA	\$2,300	\$1,150	\$1,150
	Provide Hydrant	2	\$3,500.00 EA	\$7,000	\$3,500	\$3,500
	Relocate Hydrant	1	\$700.00 EA	\$700	\$350	\$350
	Provide Connection to existing Water main	1	\$1,200.00 EA	\$1,200	\$600	\$600
	Silt Fence	150	\$2.00 LF	\$300	\$150	\$150
	Polystyrene Insulation Board	20	\$5.00 LF	\$100	\$50	\$50
	Pipe Foundation Stabilization	20	\$19.00 CY	\$380	\$190	\$190
Sub-Total				\$142,155	\$71,078	\$71,078
Contingency				\$7,108	\$3,554	\$3,554
Technical, Legal, and Administration				\$28,431	\$14,216	\$14,216
Total Estimated Cost				\$177,694	\$88,847	\$88,847
Total Estimated Project Cost				\$177,694		

SANITARY AND WATER LATERALS (100% Assessable)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
	Provide 6" Sanitary Lateral (CTH PP)	150	\$30.00 LF	\$4,500	\$4,500
	Provide 6" Sanitary Riser (CTH PP)	6	\$65.00 VF	\$390	\$390
	Provide 8"x6" Wye	6	\$115.00 EA	\$690	\$690
	Provide 1" Water Service	69	\$32.00 LF	\$2,208	\$2,208
	Provide 1" Corporation and Curb Stop	6	\$600.00 EA	\$3,600	\$3,600
Sub-Total				\$11,388	\$11,388
Contingency				\$569	\$569
Technical, Legal, and Administration				\$2,278	\$2,278
Total Estimated Cost				\$14,235	\$14,235
Total Estimated Project Cost				\$14,235	

GBMSD and LEDGEVIEW CONNECTION CHARGES (100% Assessable)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable
	Reconnect 6" PVC Sanitary Sewer Laterals (Ledgview Property)	25	\$30.00 LF	\$750	\$750
	Provide 8" x 6" Wye (Ledgview Property)	1	\$115.00 EA	\$115	\$115
	NEW Water Charge	1	\$40,000.00 LS	\$40,000	\$40,000
	Ledgview Connection	1	\$5,000.00 LS	\$5,000	\$5,000
Total Estimated Cost				\$45,865	\$45,865
Total Estimated Project Cost				\$45,865	
Total Project Cost				\$237,794	

**SCHEDULE C
PROPOSED ASSESSMENT RATES**

ASSESSMENT RATE CALCULATIONS

FRONT FOOT CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Sanitary Sewer and Water Main	LF	1146.46	\$88,847	\$77.50

PER EACH CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Sanitary Sewer and Water Laterals	Each	6	\$14,235	\$2,372.50

PER ACRE CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Sanitary Sewer Service Area	Acre	10.99	\$45,865	\$4,173.34

PROBABLE PROJECT FINANCING

Description	Units	Cost/ Unit	Total
Sanitary Sewer and Water Main Assessment	1146.46 LF	\$77.50	\$88,851
Sanitary Sewer and Water Utilities	1146.46 LF	\$77.50	\$88,851
Sanitary Sewer and Water Lateral Assessment	6 EA	\$2,372.50	\$14,235
Sanitary Sewer Service Area Connection Assessment	10.99 Acre	\$4,173.34	\$45,865
Total Estimated Project Cost			\$237,801

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
 PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT: SANITARY SEWER AND WATER MAIN AND LATERALS
 LOCATION - CTH PP - 1330' S/O PROSPER STREET TO 180' S/O PROSPER STREET
 April 1, 2014

COST PER UNIT - SANITARY SEWER AND WATER SERVICE -

\$77.50

(PER FRONT FOOT)

\$2,372.50

(PER LATERAL SET)

\$4,173.34

(PER ACRE)

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	SEWER AND WATER MAIN		SEWER AND WATER LATERAL		CONNECTION ASSESSMENT		TOTAL ASSESSMENT
		UNIT	COST	UNIT	COST	UNIT	COST	
DONALD AND KAY VAN STRATEN REVOCABLE TRUST P.O. BOX 163 DE PERE WI 54115-0163	ED-F0113	93.13	\$7,217.58	1	\$2,372.50	0.881	\$3,676.71	\$13,267
CAROLYN FOSICK FAMILY TRUST 800 EASTLINE ROAD KAUKAUNA WI 54130	1910 S. BROADWAY STREET ED-F0114	92.71	\$7,185.03	1	\$2,372.50	0.881	\$3,676.71	\$13,234
DON J ROFFERS 2750 WAYSIDE ROAD GREENLEAF WI 54126-9661	1920 S. BROADWAY STREET ED-F0116	208.34	\$16,146.35	1	\$2,372.50	1.966	\$8,204.79	\$26,724
WILLIAM E AND MARGARET ANN GREENFIELD 618 EMILIE STREET GREEN BAY WI 54301-3207	1930 S. BROADWAY STREET ED-F0115	85.42	\$6,620.05	1	\$2,372.50	0.856	\$3,572.38	\$12,565
DAVID L AND MARY L RITCHIE 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117	141.03	\$10,929.83	1	\$2,372.50	1.347	\$5,621.49	\$18,924
VALLEY PROPERTIES 1940 S. BROADWAY STREET DE PERE WI 54115-9266	1940 S. BROADWAY STREET ED-F0117-1	525.83	\$40,751.83	1	\$2,372.50	5.061	\$21,121.27	\$64,246
TOTAL		1,146.46	\$88,851	6	\$14,235	10.99	\$45,873	\$148,959

RESOLUTION #97 -65

AUTHORIZING A REVOCABLE OCCUPANCY PERMIT
WITH DAVID RITCHIE AND RITA COENEN

WHEREAS, David Ritchie and Rita Coenen have requested a Revocable Occupancy Permit so that they may construct a private sewer force main adjacent to and serving their respective individual businesses located at 1940 and 1930 Cty. Tk. "PP"; and

WHEREAS, the City of De Pere wishes to promote this construction pursuant to the terms and conditions of the attached Revocable Occupancy Permit; and

WHEREAS, this matter has been reviewed by the Board of Public Works and said Board has recommended its approval of the request;

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

That the Mayor and Clerk-Treasurer are hereby authorized and directed to enter into the attached Revocable Occupancy Permit with David Ritchie and Rita Coenen; and

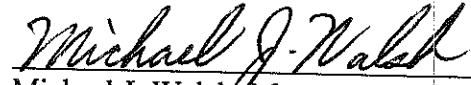
BE IT FURTHER RESOLVED:

That all City officials, officers, agents, and employees are hereby empowered and directed to use such means as are permitted by law to further the performance of this Agreement.

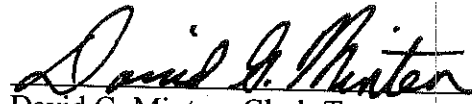
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Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
June, 1997.

APPROVED: JUN 18 1997


Michael J. Walsh, Mayor

ATTEST: JUN 18 1997


David G. Minten, Clerk-Treasurer

Ayes: 8Nays: 0

REVOCABLE OCCUPANCY PERMIT AGREEMENT

THIS AGREEMENT, made and entered into this 27 day of June, 1997, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and David Ritchie and Rita Coenen, both adult individuals, collectively referred to as "Permittees".

WHEREAS, Permittees are the owners of certain property located adjacent to Brown County Trunk Highway "PP", De Pere, Wisconsin, more particularly described in the map attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Permittees wish to occupy City right of way adjacent to their properties for the purpose of constructing and maintaining thereon a private sewer force main to serve their respective properties; and

WHEREAS, City wishes to accommodate Permittees' request subject to the conditions more fully set out below;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Grant of Revocable Occupancy Permit: City hereby grants to Permittees a Revocable Occupancy Permit to the specific areas described in Exhibit A. Such Revocable Occupancy Permit shall be subject to the following terms and conditions:

- a) Term. Permittees fully understand and acknowledge that City intends to provide public sewer service to the area encompassing Permittees' properties. At the time such public sewer service is extended to these properties, Permittees herein specifically acknowledge that they will be benefited by that public construction. Permittees further acknowledge and agree to, at that time, make all necessary connections from their respective

properties to the public sewer and to abandon, in accordance with all applicable rules and regulations in force at that time, the private sewer force main permitted hereunder.

- b) Area of Occupancy Permit. The permit granted under this Agreement is only within the area, and subject to the specifications, illustrated in Exhibit A.
- c) Construction. Permittees shall ensure that all state and local codes and the City's standard specifications pertaining to the construction of the private sewer force main are complied with. Further, Permittees shall restore the areas of public right of way disturbed during installation and construction to a condition substantially similar to that which existed prior to construction hereunder.
- d) Other Permits. Permittees shall obtain all necessary construction permits from the City prior to construction. Permittees shall obtain all necessary permits from Brown County prior to commencing construction.
- f) Maintenance and Repair. Permittees shall bear full responsibility and control over the force main permitted hereunder and shall keep it in a state of good working condition and repair. Any work done to said main which requires excavation of City property (whether in the permit area or adjacent thereto) shall require advance notice to City and compliance with all excavation/construction permit requirements, including restoration of the site.

2. Insurance. Permittees shall supply City, individually, certificates of general liability insurance, naming City as an additional insured in an amount of not less than \$1 million per occurrence each. Permittees, by entering into this Agreement, each individually agree to save and hold City harmless from any and all injury that may occur, or be said to have occurred, as a result of Permittees' utilization of the Revocable Occupancy 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.

3. Revocation. The permit granted hereunder may be revoked upon written or oral notice of City at any time. 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 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 the day and date
above first written.



David Ritchie



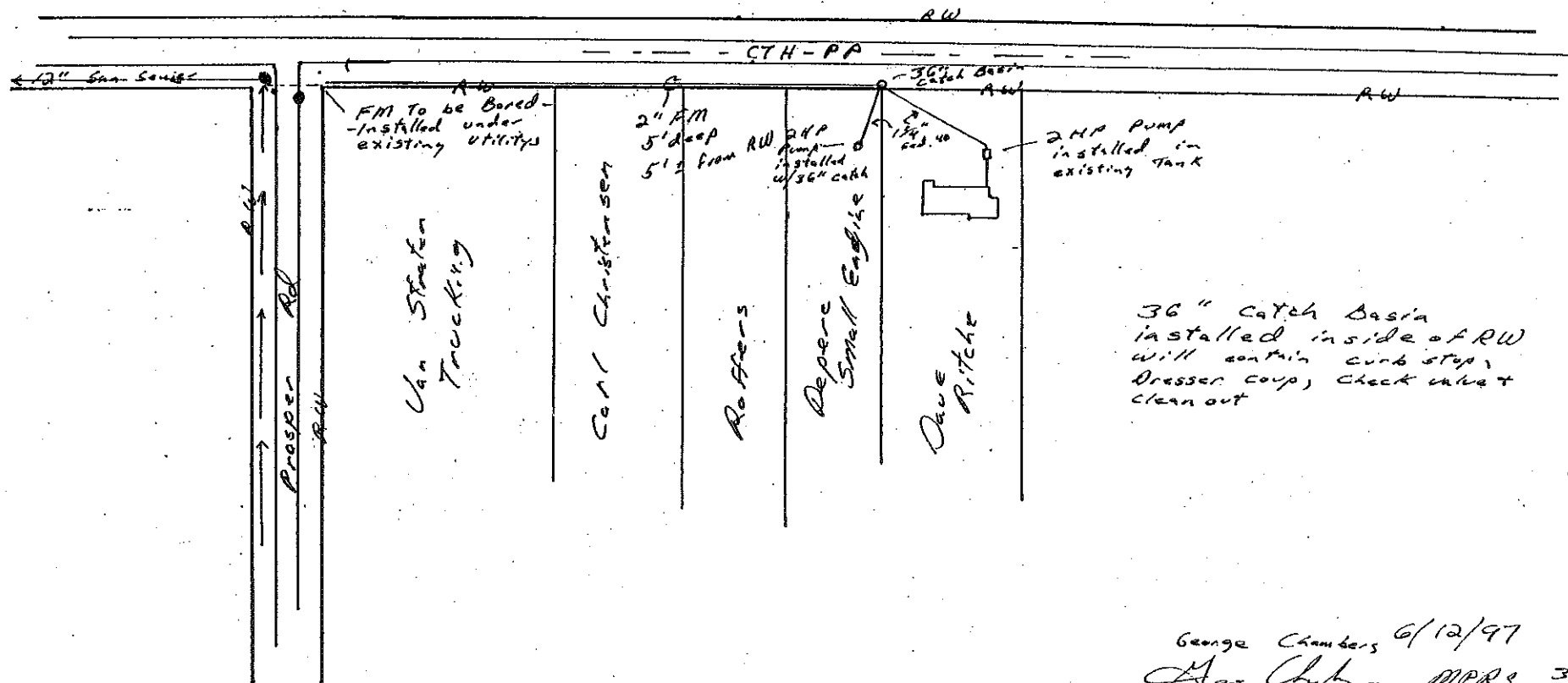
Rita Coenen

CITY OF DE PERE



Michael J. Walsh, Mayor

N Scale 1" = 100'



George Chambers 6/12/97
 Hao Chiu MPRS 3405
 CSTM 3631
 PI 4716

interoffice
M E M O R A N D U M

to: Dave Minten
from: Carl Weber
subject: Coonen/Ritchie Occupancy Permit
date: July 3, 1997

Please find enclosed for your files certificates of insurance from Ritchie Metal Works and De Pere Small Engine. They are required by and should be attached to the Revocable Occupancy Permit for the subject parties dated 6/27/97 and approved via Resolution # 97-65.

Please call me if you have any questions.

Enclosure

cc: Judy Schmidt-Lehman

4.C.C

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

6/19/199

PRODUCER

Insurance Associates
P.O. Box 10268
Green Bay, WI 54307
(414) 437-0587

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 LETTER **A** Cincinnati Insurance Company

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

Clarence & Rita Coenen
dba: De Pere Small Engine
1930 Highway PP
De Pere, WI 54115

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, 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				
	☒ COMMERCIAL GENERAL LIABILITY	BPP1771281			GENERAL AGGREGATE \$
	CLAIMS MADE ☒ OCCUR.		12/16/97	12/16/98	PRODUCTS-COMP/OP AGG. \$1000000
	OWNER'S & CONTRACTOR'S PROT.				PERSONAL & ADV. INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED. EXPENSE (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				EACH OCCURRENCE \$
	NON-OWNED AUTOS				AGGREGATE \$
	GARAGE LIABILITY				STATUTORY LIMITS
	EXCESS LIABILITY				EACH ACCIDENT \$
	UMBRELLA FORM				DISEASE - POLICY LIMIT \$
	OTHER THAN UMBRELLA FORM				DISEASE - EACH EMPLOYEE \$
	WORKER'S COMPENSATION				
	AND				
	EMPLOYERS' LIABILITY				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is included as Additional Insured, but only as to Liability arising out of operations performed for same, by or on behalf of the Named Insured for project.
General Aggregate is Unlimited

CERTIFICATE HOLDER

City of De Pere
325 S. Broadway

De Pere WI 54115

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 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.

AUTHORIZED REPRESENTATIVE

Jeanette Dequaine

A.C.C

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR: JIE
RITCH-1

DATE (MM/DD/YY)

06/16/97

PRODUCER

Green Bay Insurance Center, Inc
331 S. Adams, P.O. Box 1960
Green Bay WI 54305-1960

Steven J Kolb

Phone No. 414-437-9281 Fax No.

INSURED

Ritchie Metal Works Corp.
Gene Windey
1940 CTH "PP"
De Pere WI 54115

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 General Casualty Companies

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, 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CCI0154426	01/31/97	01/31/98	GENERAL AGGREGATE \$ 500000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 500000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 500000
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 500000
					FIRE DAMAGE (Any one fire) \$ 100000
					MED EXP (Any one person) \$ 5000
A	AUTOMOBILE LIABILITY	CBA0154426	01/31/97	01/31/98	COMBINED SINGLE LIMIT \$ 500000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	CCI0154426	01/31/97	01/31/98	EACH OCCURRENCE \$ 1000000
	☒ UMBRELLA FORM				AGGREGATE \$ 1000000
	☐ OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CWC0154426	01/31/97	01/31/98	☒ WC STATU- TORY LIMITS ☐ OTH- ER
	☐ INCL				EL EACH ACCIDENT \$ 100000
	☐ EXCL				EL DISEASE - POLICY LIMIT \$ 500000
					EL DISEASE - EA EMPLOYEE \$ 100000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate holder is additional insured for general liability only.

CERTIFICATE HOLDER

CITYDE1

City of De Pere
335 S. Broadway
De Pere 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, SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Steven J Kolb
Steven J Kolb

PUBLIC NOTICE OF MEETING

Pursuant to Section 19.84, Wisconsin Statutes, 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 Tuesday, June 17, 1997, at 7:30 p.m. in the Council Chambers of the De Pere City Hall.

AGENDA FOR SAID MEETING

1. Roll call.
2. Opening prayer by Alderperson Donovan, Pledge of Allegiance to the Flag.
3. Approval of the minutes of the June 3, 1997 meeting.
4. Committee reports.
5. A public hearing on the levying of special assessments against benefited properties for benefits conferred through the installation of alley paving, street overlay, and incidentals therefor is scheduled for 7:30 p.m.:
 - A. Notice of Public Hearing.
 - B. Report of the Board of Public Works.
 - C. After the hearing has been held, Final Resolution #97-60 authorizing the improvements and levying special assessments against benefited properties is presented.
6. Progress Report, Main Street Program.
7. Resolution #97-61, Authorizing Intergovernmental Agreement for the Reestablishment of a Room Tax Commission and Tourism Zone Agreement.
8. Resolution #97-62, Regarding Double Taxation for Municipal Services.
9. Resolution #97-63, Authorizing and approving acceptance of donation from De Pere Woman's Club.
10. Resolution #97-64, Authorizing a Revocable Occupancy Permit with Main Street for the Radant Site.
11. Resolution #97-65, Authorizing a Revocable Occupancy Permit with David Ritchie, Rita Coenen, and Don Roffers.
12. Resolution #97-66, Authorizing Independent Contractor Agreement with Kathryn S. Koehler.

BOARD OF PUBLIC WORKS

June 9, 1997
De Pere, Wisconsin

A regular meeting of the Board of Public Works was held at 7:30 P.M. today in the Council Chambers of City Hall. Members present on roll call: Mayor Walsh, Alderpersons: Baeten, Daanen, Donovan and Kegel. Also present: Alderpersons Fleck, Hooyman, and Penn, Director of Public Works/City Engineer Carl Weber, City Administrator Kevin Brunner, City Attorney Judith Schmidt-Lehman, Assistant City Engineer Lee Schley, and Clerk-Treasurer Dave Minten.

Minutes of the May 12, 1997 meeting previously forwarded to members of the board, were presented.

Moved by Alderperson Donovan that the minutes of the May 12, 1997 meeting be approved as presented. Seconded by Alderperson Kegel. Motion carried.

ITEMS #1 THRU #13

Item #1. Request of Ritchie Metalworks, 1940 C.T.H. PP, De Pere Small Engine, 1930 C.T.H. PP and Don Roffers, 1920 C.T.H. PP, for a revocable occupancy permit to place a private sanitary sewer forcemain on C.T.H. PP south of Prosper Road.

Res. 97-65
A petition requesting a revocable occupancy permit signed by David Ritchie, Rita Coenen, and Don Roffers, and a diagram of the affected area, was previously forwarded to members of the board.

RESOLUTION #14-28

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WIS. STATS.
SANITARY SEWER AND WATER MAIN AND SANITARY SEWER AND WATER LATERALS
ON CTH PP FROM 185' SOUTH TO 1330' SOUTH OF PROSPER

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 Section 66.0703, Wis. Stats., 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 sanitary sewer and water main and sanitary sewer and water laterals. Said improvements shall be constructed and the properties benefiting therefrom are contained in the following described areas or abutting streets:

SANITARY SEWER AND WATER MAIN AND SANITARY SEWER AND WATER LATERALS – CTH PP

West side of CTH PP from 185' south to 1330' south of Prosper Street

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 Sanitary Sewer and Water Main and Sanitary Sewer and Water 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 Section 66.60, Wis. Stats. 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 _____ day of _____, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 15, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award Bid of Project 14-01 Sewer and Water Relay and Street Resurfacing to Dorner Inc. in the Amount of \$1,516,648.00.

The Engineering Department received bids on Project 14-01 Sewer and Water Relay and Street Resurfacing on March 27th, 2014. This project involves relaying sanitary sewer and water main at various locations around the City due to the deteriorated condition of the utility. Additionally, the street will be milled and resurfaced. The bids received were as follows:

Bidder	Amount
Dorner Inc.	\$1,516,468.00
Don Hietpas & Sons, Inc.	\$1,534,287.55
Carl Bowers & Sons Construction Co. Inc.	\$1,550,418.25
Feaker & Sons Company, Inc.	\$1,589,351.20
Jossart Brothers, Inc.	\$1,662,941.10
Triple P. Inc. dba Peters Concrete	\$1,683,948.05
David Tenor Corporation	\$1,739,542.50
Van Straten Construction Co. Inc.	\$1,796,003.50
Wood Sewer & Excavating, Inc.	\$1,797,984.00

The budgeted amount from the capital improvement budget is \$1,522,800. Funding will be \$430,000 from general obligation debt, \$267,800 from the sewage revenue fund, \$689,000 from the water utility fund, \$60,000 from the storm water utility fund, and \$76,000 from special assessment. The staff recommendation is to award the bid to Dorner Inc. in the amount of \$1,516,648.00.

ATTACHMENTS:

- 14-01 BID TAB (PDF)

PROJECT 14-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB

6.a



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				DORNER INC.		DON HIETPAS & SONS, INC.		CARL BOWERS & SONS CONSTRUCTION CO. INC.		FEAKER & SONS CO. INC.		JOSSART BROTHERS, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER													
SS-01	Remove & Relay 8" PVC Sanitary Sewer	LF	175	\$73.00	\$12,775.00	\$65.00	\$11,375.00	\$72.00	\$12,600.00	\$68.45	\$11,978.75	\$90.00	15,750.00
SS-02	Provide 8" PVC Sanitary Sewer (CTH PP)	LF	1,425	\$37.00	\$52,725.00	\$41.50	\$59,137.50	\$40.00	\$57,000.00	\$44.60	\$63,555.00	\$40.00	57,000.00
SS-03	Directional Drill 8" PVC Sanitary Sewer	LF	110	\$100.00	\$11,000.00	\$100.00	\$11,000.00	\$120.00	\$13,200.00	\$94.00	\$10,340.00	\$123.00	13,530.00
SS-04	Remove and Relay 4" or 6" PVC Sanitary Lateral	LF	2,060	\$47.00	\$96,820.00	\$57.00	\$117,420.00	\$61.00	\$125,660.00	\$55.00	\$113,300.00	\$61.00	125,660.00
SS-05	Provide 6" Sanitary Lateral (CTH PP)	LF	150	\$30.00	\$4,500.00	\$40.00	\$6,000.00	\$61.00	\$9,150.00	\$40.00	\$6,000.00	\$55.00	8,250.00
SS-06	Provide 6" Sanitary Riser (CTH PP)	VF	6	\$65.00	\$390.00	\$75.00	\$450.00	\$70.00	\$420.00	\$60.00	\$360.00	\$60.00	360.00
SS-07	Provide 8" x 6" Wye or 8" x 4" Wye (CTH PP and Belle)	EA	11	\$115.00	\$1,265.00	\$95.00	\$1,045.00	\$150.00	\$1,650.00	\$100.00	\$1,100.00	\$125.00	1,375.00
SS-08	Provide 8" x 6" Wye or 8" x 4" Wye on Existing Sanitary Sewer Pipe	EA	29	\$750.00	\$21,750.00	\$500.00	\$14,500.00	\$250.00	\$7,250.00	\$680.00	\$19,720.00	\$550.00	15,950.00
SS-09	Provide 6" or 4" Saddle on Existing Sanitary Sewer Pipe	EA	36	\$550.00	\$19,800.00	\$300.00	\$10,800.00	\$250.00	\$9,000.00	\$300.00	\$10,800.00	\$250.00	9,000.00
SS-10	Provide 4' Diameter Sanitary Manhole (CTH PP and Belle)	VF	65	\$185.00	\$12,025.00	\$215.00	\$13,975.00	\$200.00	\$13,000.00	\$265.00	\$17,225.00	\$225.00	14,625.00
SS-11	Remove and Replace 4' Diameter Sanitary Manhole	VF	16	\$330.00	\$5,280.00	\$275.00	\$4,400.00	\$225.00	\$3,600.00	\$455.00	\$7,280.00	\$275.00	4,400.00
SS-12	Remove and Replace 4' Diameter Sanitary Drop Manhole	VF	10	\$450.00	\$4,500.00	\$350.00	\$3,500.00	\$400.00	\$4,000.00	\$520.00	\$5,200.00	\$400.00	4,000.00
SS-13	Core Drill into Existing Sanitary Manhole	EA	1	\$1,000.00	\$1,000.00	\$475.00	\$475.00	\$800.00	\$800.00	\$750.00	\$750.00	\$1,500.00	1,500.00
SS-14	Abandon /Remove Existing Sanitary Manhole and Appurtenances	LS	1	\$750.00	\$750.00	\$1,450.00	\$1,450.00	\$600.00	\$600.00	\$800.00	\$800.00	\$500.00	500.00
SS-15	Abandon Lift Station and Force Main	LS	1	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,000.00	1,000.00
SS-16	Install CIPP Patch	EA	1	\$3,000.00	\$3,000.00	\$2,920.00	\$2,920.00	\$3,000.00	\$3,000.00	\$2,950.00	\$2,950.00	\$3,500.00	3,500.00
SS-17	Poured in Place Bench	EA	2	\$550.00	\$1,100.00	\$750.00	\$1,500.00	\$200.00	\$400.00	\$300.00	\$600.00	\$500.00	1,000.00
SS-18	Bulkhead Stub in Manhole	EA	3	\$200.00	\$600.00	\$200.00	\$600.00	\$150.00	\$450.00	\$250.00	\$750.00	\$200.00	600.00
STORM SEWER													
ST-01	Remove and Replace 18" PVC or RCP Storm Sewer	LF	40	\$53.00	\$2,120.00	\$68.00	\$2,720.00	\$60.00	\$2,400.00	\$53.00	\$2,120.00	\$60.00	2,400.00
ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	265	\$49.00	\$12,985.00	\$53.00	\$14,045.00	\$50.00	\$13,250.00	\$48.00	\$12,720.00	\$49.00	12,985.00
ST-03	DELETED				\$0.00		\$0.00		\$0.00		\$0.00		0.00
ST-04	DELETED				\$0.00		\$0.00		\$0.00		\$0.00		0.00
ST-05	DELETED				\$0.00		\$0.00		\$0.00		\$0.00		0.00
ST-06	Remove and Replace Catch Basin/Inlet	EA	11	\$1,550.00	\$17,050.00	\$1,500.00	\$16,500.00	\$1,600.00	\$17,600.00	\$1,750.00	\$19,250.00	\$1,600.00	17,600.00
ST-07	DELETED												
ST-08	Provide 4' Diameter Storm Sewer Manhole	VF	17	\$430.00	\$7,310.00	\$405.00	\$6,885.00	\$300.00	\$5,100.00	\$430.00	\$7,310.00	\$440.00	7,480.00
ST-09	DELETED												
ST-10	Abandon/Remove Existing Storm Sewer Manholes and Appurtenances	EA	3	\$250.00	\$750.00	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$500.00	1,500.00
WATER MAIN													
W-01	Provide 12" PVC Water Main	LF	1,355	\$45.00	\$60,975.00	\$45.00	\$60,975.00	\$48.00	\$65,040.00	\$49.15	\$66,598.25	\$54.00	73,170.00

Attachment: 14-01 BID TAB (2045 : Recommendation from the BOPW to Award of Project 14-01 Sewer

PROJECT 14-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				DORNER INC.		DON HIETPAS & SONS, INC.		CARL BOWERS & SONS CONSTRUCTION CO. INC.		FEAKER & SONS CO. INC.		JOSSART BROTHERS, INC.	
W-02	Provide 10" PVC Water Main	LF	920	\$67.00	\$61,640.00	\$60.00	\$55,200.00	\$54.00	\$49,680.00	\$57.25	\$52,670.00	\$70.00	64,400.00
W-03	Provide 8" PVC Water Main	LF	5,980	\$47.00	\$281,060.00	\$50.00	\$299,000.00	\$52.50	\$313,950.00	\$50.50	\$301,990.00	\$58.00	346,840.00
W-04	Provide 6" PVC Water Main	LF	220	\$55.00	\$12,100.00	\$56.75	\$12,485.00	\$50.00	\$11,000.00	\$48.65	\$10,703.00	\$56.00	12,320.00
W-05	Provide 4" PVC Water Main	LF	45	\$84.00	\$3,780.00	\$75.00	\$3,375.00	\$48.00	\$2,160.00	\$50.00	\$2,250.00	\$55.00	2,475.00
W-06	Provide 3" PVC Water Main	LF	25	\$88.00	\$2,200.00	\$75.00	\$1,875.00	\$48.00	\$1,200.00	\$50.00	\$1,250.00	\$55.00	1,375.00
W-07	Provide 12" Valve	EA	4	\$2,750.00	\$11,000.00	\$2,655.00	\$10,620.00	\$2,900.00	\$11,600.00	\$2,750.00	\$11,000.00	\$2,850.00	11,400.00
W-08	Provide 10" Valve	EA	5	\$2,300.00	\$11,500.00	\$2,195.00	\$10,975.00	\$2,400.00	\$12,000.00	\$2,275.00	\$11,375.00	\$2,400.00	12,000.00
W-09	Provide 8" Valve	EA	26	\$1,575.00	\$40,950.00	\$1,530.00	\$39,780.00	\$1,700.00	\$44,200.00	\$1,570.00	\$40,820.00	\$1,650.00	42,900.00
W-10	Provide 6" Valve	EA	2	\$1,150.00	\$2,300.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$1,150.00	\$2,300.00	\$1,150.00	2,300.00
W-11	Provide 6" Live Cut-In Valve	EA	1	\$7,900.00	\$7,900.00	\$8,200.00	\$8,200.00	\$7,800.00	\$7,800.00	\$8,500.00	\$8,500.00	\$8,000.00	8,000.00
W-12	Provide 4" Valve	EA	1	\$965.00	\$965.00	\$950.00	\$950.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,000.00	1,000.00
W-13	Provide 3" Valve	EA	1	\$965.00	\$965.00	\$950.00	\$950.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,000.00	1,000.00
W-14	Provide Hydrant (6.0 Bury)	EA	1	\$3,450.00	\$3,450.00	\$3,390.00	\$3,390.00	\$3,400.00	\$3,400.00	\$3,150.00	\$3,150.00	\$3,400.00	3,400.00
W-15	Provide Hydrant (6.5 Bury)	EA	9	\$3,500.00	\$31,500.00	\$3,390.00	\$30,510.00	\$3,500.00	\$31,500.00	\$3,205.00	\$28,845.00	\$3,450.00	31,050.00
W-16	Provide Hydrant (7.0 Bury)	EA	1	\$3,550.00	\$3,550.00	\$3,445.00	\$3,445.00	\$3,600.00	\$3,600.00	\$3,260.00	\$3,260.00	\$3,500.00	3,500.00
W-17	Provide Hydrant (7.5 Bury)	EA	2	\$3,600.00	\$7,200.00	\$3,500.00	\$7,000.00	\$3,700.00	\$7,400.00	\$3,310.00	\$6,620.00	\$3,550.00	7,100.00
WD-18	Relocate Hydrant	EA	1	\$700.00	\$700.00	\$850.00	\$850.00	\$700.00	\$700.00	\$660.00	\$660.00	\$500.00	500.00
WD-19	Provide Connection to Existing Water Main 8" x 8" Tapping Tee/Cut-In Tee	EA	4	\$2,000.00	\$8,000.00	\$1,850.00	\$7,400.00	\$2,500.00	\$10,000.00	\$1,700.00	\$6,800.00	\$2,250.00	9,000.00
WD-20	Provide Connection to Existing Water Main 6"x6" Cut-In Tee	EA	2	\$1,600.00	\$3,200.00	\$1,450.00	\$2,900.00	\$1,700.00	\$3,400.00	\$1,600.00	\$3,200.00	\$2,250.00	4,500.00
WD-21	Provide Connection to Existing Water Main 10" x 8" Cut-In Tee	EA	1	\$1,850.00	\$1,850.00	\$2,250.00	\$2,250.00	\$1,700.00	\$1,700.00	\$1,940.00	\$1,940.00	\$2,500.00	2,500.00
WD-22	Provide Connection to Existing Water Main	EA	14	\$1,200.00	\$16,800.00	\$1,000.00	\$14,000.00	\$1,000.00	\$14,000.00	\$870.00	\$12,180.00	\$2,000.00	28,000.00
WD-23	Provide Connection to Existing Water Main at Ninth and Cedar Intersection	LS	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$3,380.00	\$3,380.00	\$3,600.00	3,600.00
WD-24	Provide Water Main Offset	EA	3	\$2,300.00	\$6,900.00	\$2,100.00	\$6,300.00	\$2,500.00	\$7,500.00	\$2,200.00	\$6,600.00	\$2,500.00	7,500.00
WD-25	Provide 1" HDPE Water Service	LF	2,850	\$32.00	\$91,200.00	\$36.00	\$102,600.00	\$45.00	\$128,250.00	\$38.00	\$108,300.00	\$40.00	114,000.00
WD-26	Provide 1 1/2" HDPE Water Service	LF	35	\$32.00	\$1,120.00	\$55.00	\$1,925.00	\$46.00	\$1,610.00	\$50.00	\$1,750.00	\$45.00	1,575.00
WD-27	Provide 1" Corporation and Curb Stop	EA	117	\$600.00	\$70,200.00	\$325.00	\$38,025.00	\$325.00	\$38,025.00	\$350.00	\$40,950.00	\$325.00	38,025.00
WD-28	Provide 1 1/2" Corporation and Curb Stop	EA	1	\$875.00	\$875.00	\$550.00	\$550.00	\$600.00	\$600.00	\$600.00	\$600.00	\$550.00	550.00
WD-29	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	12	\$1,000.00	\$12,000.00	\$800.00	\$9,600.00	\$500.00	\$6,000.00	\$1,700.00	\$20,400.00	\$600.00	7,200.00
WD-30	Abandon/ Remove Water Main and Appurtenances	LS	1	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$14,000.00	\$14,000.00	\$24,600.00	\$24,600.00	\$38,500.00	38,500.00

Attachment: 14-01 BID TAB (2045 : Recommendation from the BOPW to Award of Project 14-01 Sewer

PROJECT 14-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				DORNER INC.		DON HIETPAS & SONS, INC.		CARL BOWERS & SONS CONSTRUCTION CO. INC.		FEAKER & SONS CO. INC.		JOSSART BROTHERS, INC.	
WD-31	Provide Temporary Water to Properties on Sunnyview Ave	LS	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,500.00	1,500.00
STREET AND DRAINAGE													
SD-01	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	1,765	\$10.60	\$18,709.00	\$13.89	\$24,515.85	\$9.05	\$15,973.25	\$14.17	\$25,010.05	\$11.22	19,803.30
SD-02	Remove and Replace 24" Concrete Curb and Gutter	LF	2,820	\$22.90	\$64,578.00	\$26.00	\$73,320.00	\$21.95	\$61,899.00	\$26.52	\$74,786.40	\$23.69	66,805.80
SD-03	Provide Reinforcement for Curb and Gutter - 2 #4 Bars	LF	3,150	\$0.45	\$1,417.50	\$0.40	\$1,260.00	\$0.75	\$2,362.50	\$0.41	\$1,291.50	\$0.42	1,323.00
SD-04	Remove and Replace 8-inch Doweled Concrete Pavement and Base	SY	125	\$62.60	\$7,825.00	\$64.00	\$8,000.00	\$55.00	\$6,875.00	\$65.13	\$8,141.25	\$61.80	7,725.00
SD-05	Remove and Replace Concrete Drive- 6" Depth	SY	600	\$43.00	\$25,800.00	\$45.55	\$27,330.00	\$36.90	\$22,140.00	\$46.46	\$27,876.00	\$40.68	24,408.00
SD-06	Remove and Replace Concrete Sidewalk - 4" Depth	SY	200	\$42.10	\$8,420.00	\$44.65	\$8,930.00	\$34.75	\$6,950.00	\$45.54	\$9,108.00	\$39.68	7,936.00
SD-07	DELETED												
SD-08	Mill Asphaltic Concrete Pavement	SY	23,010	\$2.95	\$67,879.50	\$2.92	\$67,189.20	\$2.95	\$67,879.50	\$2.98	\$68,569.80	\$3.00	69,030.00
SD-09	Provide Asphaltic Concrete Pavement - Surface Course, Type E1, PG64-22	TONS	3,100	\$52.50	\$162,750.00	\$51.55	\$159,805.00	\$52.10	\$161,510.00	\$52.58	\$162,998.00	\$53.10	164,610.00
SD-10	Provide Asphaltic Concrete Pavement - Binder Course, Type E1, PG64-22	TONS	1,180	\$60.80	\$71,744.00	\$59.70	\$70,446.00	\$60.30	\$71,154.00	\$60.89	\$71,850.20	\$61.50	72,570.00
SD-11	DELETED												
SD-12	Detectable Warning Fields Yellow	EA	4	\$220.00	\$880.00	\$216.00	\$864.00	\$200.00	\$800.00	\$220.00	\$880.00	\$225.00	900.00
SD-13	Restoration on 227 Belle Avenue	LS	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$8,200.00	\$8,200.00	\$10,000.00	\$10,000.00	\$2,000.00	2,000.00
SPECIAL CONSTRUCTION													
SC-01	Adjust Inlet	EA	5	\$200.00	\$1,000.00	\$350.00	\$1,750.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$500.00	2,500.00
SC-02	Adjust Manhole	EA	11	\$200.00	\$2,200.00	\$300.00	\$3,300.00	\$250.00	\$2,750.00	\$340.00	\$3,740.00	\$500.00	5,500.00
SC-03	Reconstruct Manhole	VF	25	\$150.00	\$3,750.00	\$320.00	\$8,000.00	\$300.00	\$7,500.00	\$300.00	\$7,500.00	\$225.00	5,625.00
SC-04	Silt Fence	LF	220	\$2.00	\$440.00	\$1.50	\$330.00	\$2.00	\$440.00	\$3.00	\$660.00	\$3.00	660.00
SC-05	Inlet Protection, Type B	EA	44	\$50.00	\$2,200.00	\$45.00	\$1,980.00	\$60.00	\$2,640.00	\$40.00	\$1,760.00	\$50.00	2,200.00
SC-06	Exploration on Sanitary Laterals on Belle Avenue	LS	1	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$1,160.00	\$1,160.00	\$1,500.00	1,500.00
SC-07	Provide Rock Filled Bags (CTH PP)	EA	100	\$12.50	\$1,250.00	\$15.00	\$1,500.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$8.00	800.00
SC-08	Polystyrene Insulation Board	LF	120	\$5.00	\$600.00	\$7.00	\$840.00	\$5.00	\$600.00	\$12.00	\$1,440.00	\$5.00	600.00
SC-09	Pipe Foundation Stabilization	CY	100	\$19.00	\$1,900.00	\$11.00	\$1,100.00	\$15.00	\$1,500.00	\$12.00	\$1,200.00	\$10.00	1,000.00
SC-10	Reconstruct Manhole on CTH PP	EA	3	\$1,000.00	\$3,000.00	\$1,550.00	\$4,650.00	\$300.00	\$900.00	\$1,960.00	\$5,880.00	\$1,200.00	3,600.00
SC-11	Reconstruct Manhole Cone Section on CTH PP	EA	1	\$550.00	\$550.00	\$600.00	\$600.00	\$300.00	\$300.00	\$900.00	\$900.00	\$700.00	700.00
TOTAL AMOUNT BID					\$1,516,468.00		\$1,534,287.55		\$1,550,418.25		\$1,589,351.20		1,662,941.10

Attachment: 14-01 BID TAB (2045 : Recommendation from the BOPW to Award of Project 14-01 Sewer

PROJECT 14-01 SEWER & WATER RELAY & ST
BID TAB



				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				TRIPLE P INC DBA PETERS CONCRETE CO.		DAVID TENOR CORPORATION		VAN STRATEN CONSTRUCTION CO. INC.		WOOD SEWER & EXCAVATING, INC.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER											
SS-01	Remove & Relay 8" PVC Sanitary Sewer	LF	175	\$69.60	\$12,180.00	\$60.00	\$10,500.00	\$74.00	\$12,950.00	\$68.00	\$11,900.00
SS-02	Provide 8" PVC Sanitary Sewer (CTH PP)	LF	1,425	\$51.10	\$72,817.50	\$69.00	\$98,325.00	\$51.00	\$72,675.00	\$79.00	\$112,575.00
SS-03	Directional Drill 8" PVC Sanitary Sewer	LF	110	\$85.00	\$9,350.00	\$90.00	\$9,900.00	\$100.00	\$11,000.00	\$95.00	\$10,450.00
SS-04	Remove and Relay 4" or 6" PVC Sanitary Lateral	LF	2,060	\$57.05	\$117,523.00	\$54.00	\$111,240.00	\$77.00	\$158,620.00	\$41.00	\$84,460.00
SS-05	Provide 6" Sanitary Lateral (CTH PP)	LF	150	\$51.35	\$7,702.50	\$92.00	\$13,800.00	\$35.00	\$5,250.00	\$48.00	\$7,200.00
SS-06	Provide 6" Sanitary Riser (CTH PP)	VF	6	\$75.00	\$450.00	\$70.00	\$420.00	\$35.00	\$210.00	\$70.00	\$420.00
SS-07	Provide 8" x 6" Wye or 8" x 4" Wye (CTH PP and Belle)	EA	11	\$125.00	\$1,375.00	\$150.00	\$1,650.00	\$300.00	\$3,300.00	\$150.00	\$1,650.00
SS-08	Provide 8" x 6" Wye or 8" x 4" Wye on Existing Sanitary Sewer Pipe	EA	29	\$400.00	\$11,600.00	\$1,550.00	\$44,950.00	\$550.00	\$15,950.00	\$1,900.00	\$55,100.00
SS-09	Provide 6" or 4" Saddle on Existing Sanitary Sewer Pipe	EA	36	\$200.00	\$7,200.00	\$425.00	\$15,300.00	\$550.00	\$19,800.00	\$1,850.00	\$66,600.00
SS-10	Provide 4' Diameter Sanitary Manhole (CTH PP and Belle)	VF	65	\$285.00	\$18,525.00	\$300.00	\$19,500.00	\$225.00	\$14,625.00	\$260.00	\$16,900.00
SS-11	Remove and Replace 4' Diameter Sanitary Manhole	VF	16	\$378.00	\$6,048.00	\$290.00	\$4,640.00	\$400.00	\$6,400.00	\$290.00	\$4,640.00
SS-12	Remove and Replace 4' Diameter Sanitary Drop Manhole	VF	10	\$421.00	\$4,210.00	\$490.00	\$4,900.00	\$450.00	\$4,500.00	\$340.00	\$3,400.00
SS-13	Core Drill into Existing Sanitary Manhole	EA	1	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$700.00	\$700.00	\$600.00	\$600.00
SS-14	Abandon /Remove Existing Sanitary Manhole and Appurtenances	LS	1	\$1,200.00	\$1,200.00	\$950.00	\$950.00	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00
SS-15	Abandon Lift Station and Force Main	LS	1	\$500.00	\$500.00	\$1,300.00	\$1,300.00	\$3,500.00	\$3,500.00	\$400.00	\$400.00
SS-16	Install CIPP Patch	EA	1	\$3,000.00	\$3,000.00	\$2,975.00	\$2,975.00	\$3,000.00	\$3,000.00	\$3,300.00	\$3,300.00
SS-17	Poured in Place Bench	EA	2	\$700.00	\$1,400.00	\$1,400.00	\$2,800.00	\$1,000.00	\$2,000.00	\$3,000.00	\$6,000.00
SS-18	Bulkhead Stub in Manhole	EA	3	\$300.00	\$900.00	\$150.00	\$450.00	\$800.00	\$2,400.00	\$50.00	\$150.00
STORM SEWER											
ST-01	Remove and Replace 18" PVC or RCP Storm Sewer	LF	40	\$74.20	\$2,968.00	\$56.00	\$2,240.00	\$75.00	\$3,000.00	\$52.00	\$2,080.00
ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	265	\$57.70	\$15,290.50	\$52.00	\$13,780.00	\$75.00	\$19,875.00	\$49.00	\$12,985.00
ST-03	DELETED				\$0.00		\$0.00		\$0.00		\$0.00
ST-04	DELETED				\$0.00		\$0.00		\$0.00		\$0.00
ST-05	DELETED				\$0.00		\$0.00		\$0.00		\$0.00
ST-06	Remove and Replace Catch Basin/Inlet	EA	11	\$1,450.00	\$15,950.00	\$1,800.00	\$19,800.00	\$1,700.00	\$18,700.00	\$1,700.00	\$18,700.00
ST-07	DELETED										
ST-08	Provide 4' Diameter Storm Sewer Manhole	VF	17	\$470.00	\$7,990.00	\$410.00	\$6,970.00	\$300.00	\$5,100.00	\$440.00	\$7,480.00
ST-09	DELETED										
ST-10	Abandon/Remove Existing Storm Sewer Manholes and Appurtenances	EA	3	\$500.00	\$1,500.00	700	\$2,100.00	\$3,500.00	\$10,500.00	\$400.00	\$1,200.00
WATER MAIN											
W-01	Provide 12" PVC Water Main	LF	1,355	\$62.20	\$84,281.00	\$62.00	\$84,010.00	\$68.00	\$92,140.00	\$59.00	\$79,945.00

Attachment: 14-01 BID TAB (2045 : Recommendation from the BOPW to Award of Project 14-01 Sewer

PROJECT 14-01 SEWER & WATER RELAY & ST
BID TAB



				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				TRIPLE P INC DBA PETERS CONCRETE CO.		DAVID TENOR CORPORATION		VAN STRATEN CONSTRUCTION CO. INC.		WOOD SEWER & EXCAVATING, INC.	
W-02	Provide 10" PVC Water Main	LF	920	\$71.25	\$65,550.00	\$63.50	\$58,420.00	\$67.00	\$61,640.00	\$52.00	\$47,840.00
W-03	Provide 8" PVC Water Main	LF	5,980	\$58.00	\$346,840.00	\$52.00	\$310,960.00	\$61.00	\$364,780.00	\$60.00	\$358,800.00
W-04	Provide 6" PVC Water Main	LF	220	\$45.00	\$9,900.00	\$45.00	\$9,900.00	\$65.00	\$14,300.00	\$62.00	\$13,640.00
W-05	Provide 4" PVC Water Main	LF	45	\$45.00	\$2,025.00	\$80.00	\$3,600.00	\$65.00	\$2,925.00	\$69.00	\$3,105.00
W-06	Provide 3" PVC Water Main	LF	25	\$45.00	\$1,125.00	\$80.00	\$2,000.00	\$65.00	\$1,625.00	\$69.00	\$1,725.00
W-07	Provide 12" Valve	EA	4	\$2,750.00	\$11,000.00	\$2,850.00	\$11,400.00	\$3,000.00	\$12,000.00	\$2,700.00	\$10,800.00
W-08	Provide 10" Valve	EA	5	\$2,285.00	\$11,425.00	\$2,350.00	\$11,750.00	\$2,675.00	\$13,375.00	\$2,200.00	\$11,000.00
W-09	Provide 8" Valve	EA	26	\$1,600.00	\$41,600.00	\$1,650.00	\$42,900.00	\$1,800.00	\$46,800.00	\$1,600.00	\$41,600.00
W-10	Provide 6" Valve	EA	2	\$1,250.00	\$2,500.00	\$1,200.00	\$2,400.00	\$1,250.00	\$2,500.00	\$1,150.00	\$2,300.00
W-11	Provide 6" Live Cut-In Valve	EA	1	\$8,000.00	\$8,000.00	\$6,850.00	\$6,850.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00
W-12	Provide 4" Valve	EA	1	\$1,200.00	\$1,200.00	\$1,035.00	\$1,035.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
W-13	Provide 3" Valve	EA	1	\$1,200.00	\$1,200.00	\$1,035.00	\$1,035.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
W-14	Provide Hydrant (6.0 Bury)	EA	1	\$3,495.00	\$3,495.00	\$3,575.00	\$3,575.00	\$3,200.00	\$3,200.00	\$3,500.00	\$3,500.00
W-15	Provide Hydrant (6.5 Bury)	EA	9	\$3,550.00	\$31,950.00	\$3,615.00	\$32,535.00	\$3,300.00	\$29,700.00	\$3,500.00	\$31,500.00
W-16	Provide Hydrant (7.0 Bury)	EA	1	\$3,600.00	\$3,600.00	\$3,675.00	\$3,675.00	\$3,450.00	\$3,450.00	\$3,700.00	\$3,700.00
W-17	Provide Hydrant (7.5 Bury)	EA	2	\$3,650.00	\$7,300.00	\$3,715.00	\$7,430.00	\$3,550.00	\$7,100.00	\$3,800.00	\$7,600.00
WD-18	Relocate Hydrant	EA	1	\$600.00	\$600.00	\$650.00	\$650.00	\$700.00	\$700.00	\$2,800.00	\$2,800.00
WD-19	Provide Connection to Existing Water Main 8" x 8" Tapping Tee/Cut-In Tee	EA	4	\$2,200.00	\$8,800.00	\$2,650.00	\$10,600.00	\$500.00	\$2,000.00	\$2,300.00	\$9,200.00
WD-20	Provide Connection to Existing Water Main 6"x6" Cut-In Tee	EA	2	\$2,200.00	\$4,400.00	\$2,350.00	\$4,700.00	\$500.00	\$1,000.00	\$1,600.00	\$3,200.00
WD-21	Provide Connection to Existing Water Main 10" x 8" Cut-In Tee	EA	1	\$2,300.00	\$2,300.00	\$2,750.00	\$2,750.00	\$500.00	\$500.00	\$1,700.00	\$1,700.00
WD-22	Provide Connection to Existing Water Main	EA	14	\$1,500.00	\$21,000.00	\$1,300.00	\$18,200.00	\$1,000.00	\$14,000.00	\$1,300.00	\$18,200.00
WD-23	Provide Connection to Existing Water Main at Ninth and Cedar Intersection	LS	1	\$5,100.00	\$5,100.00	\$3,800.00	\$3,800.00	\$2,500.00	\$2,500.00	\$2,900.00	\$2,900.00
WD-24	Provide Water Main Offset	EA	3	\$2,500.00	\$7,500.00	\$1,350.00	\$4,050.00	\$1,900.00	\$5,700.00	\$2,300.00	\$6,900.00
WD-25	Provide 1" HDPE Water Service	LF	2,850	\$46.55	\$132,667.50	\$45.00	\$128,250.00	\$44.00	\$125,400.00	\$45.00	\$128,250.00
WD-26	Provide 1 1/2" HDPE Water Service	LF	35	\$55.00	\$1,925.00	\$51.00	\$1,785.00	\$45.00	\$1,575.00	\$46.00	\$1,610.00
WD-27	Provide 1" Corporation and Curb Stop	EA	117	\$310.00	\$36,270.00	\$390.00	\$45,630.00	\$375.00	\$43,875.00	\$460.00	\$53,820.00
WD-28	Provide 1 1/2" Corporation and Curb Stop	EA	1	\$700.00	\$700.00	\$600.00	\$600.00	\$400.00	\$400.00	\$600.00	\$600.00
WD-29	Provide 2" Corporation with Plug/Saddle with 2" HDPE	EA	12	\$610.00	\$7,320.00	\$825.00	\$9,900.00	\$550.00	\$6,600.00	\$600.00	\$7,200.00
WD-30	Abandon/ Remove Water Main and Appurtenances	LS	1	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00

Attachment: 14-01 BID TAB (2045 : Recommendation from the BOPW to Award of Project 14-01 Sewer

PROJECT 14-01 SEWER & WATER RELAY & ST
BID TAB



				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				TRIPLE P INC DBA PETERS CONCRETE CO.		DAVID TENOR CORPORATION		VAN STRATEN CONSTRUCTION CO. INC.		WOOD SEWER & EXCAVATING, INC.	
WD-31	Provide Temporary Water to Properties on Sunnyview Ave	LS	1	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$7,500.00	\$7,500.00	\$2,600.00	\$2,600.00
STREET AND DRAINAGE											
SD-01	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	1,765	\$13.89	\$24,515.85	\$14.15	\$24,974.75	\$15.00	\$26,475.00	\$10.00	\$17,650.00
SD-02	Remove and Replace 24" Concrete Curb and Gutter	LF	2,820	\$26.00	\$73,320.00	\$26.50	\$74,730.00	\$28.00	\$78,960.00	\$22.00	\$62,040.00
SD-03	Provide Reinforcement for Curb and Gutter - 2 #4 Bars	LF	3,150	\$0.40	\$1,260.00	\$0.41	\$1,291.50	\$0.75	\$2,362.50	\$0.50	\$1,575.00
SD-04	Remove and Replace 8-inch Doweled Concrete Pavement and Base	SY	125	\$62.00	\$7,750.00	\$63.25	\$7,906.25	\$55.00	\$6,875.00	\$60.00	\$7,500.00
SD-05	Remove and Replace Concrete Drive- 6" Depth	SY	600	\$41.70	\$25,020.00	\$41.15	\$24,690.00	\$48.00	\$28,800.00	\$42.00	\$25,200.00
SD-06	Remove and Replace Concrete Sidewalk - 4" Depth	SY	200	\$40.80	\$8,160.00	\$40.25	\$8,050.00	\$46.00	\$9,200.00	\$41.00	\$8,200.00
SD-07	DELETED										
SD-08	Mill Asphaltic Concrete Pavement	SY	23,010	\$2.92	\$67,189.20	\$3.00	\$69,030.00	\$3.00	\$69,030.00	\$3.00	\$69,030.00
SD-09	Provide Asphaltic Concrete Pavement - Surface Course, Type E1, PG64-22	TONS	3,100	\$51.55	\$159,805.00	\$53.10	\$164,610.00	\$52.00	\$161,200.00	\$52.00	\$161,200.00
SD-10	Provide Asphaltic Concrete Pavement - Binder Course, Type E1, PG64-22	TONS	1,180	\$59.70	\$70,446.00	\$61.50	\$72,570.00	\$60.00	\$70,800.00	\$60.00	\$70,800.00
SD-11	DELETED										
SD-12	Detectable Warning Fields Yellow	EA	4	\$216.00	\$864.00	\$225.00	\$900.00	\$200.00	\$800.00	\$216.00	\$864.00
SD-13	Restoration on 227 Belle Avenue	LS	1	\$14,000.00	\$14,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$5,200.00	\$5,200.00
SPECIAL CONSTRUCTION											
SC-01	Adjust Inlet	EA	5	\$400.00	\$2,000.00	\$400.00	\$2,000.00	\$600.00	\$3,000.00	\$300.00	\$1,500.00
SC-02	Adjust Manhole	EA	11	\$375.00	\$4,125.00	\$400.00	\$4,400.00	\$600.00	\$6,600.00	\$340.00	\$3,740.00
SC-03	Reconstruct Manhole	VF	25	\$220.00	\$5,500.00	\$450.00	\$11,250.00	\$600.00	\$15,000.00	\$960.00	\$24,000.00
SC-04	Silt Fence	LF	220	\$2.00	\$440.00	\$2.00	\$440.00	\$3.00	\$660.00	\$2.00	\$440.00
SC-05	Inlet Protection, Type B	EA	44	\$40.00	\$1,760.00	\$45.00	\$1,980.00	\$75.00	\$3,300.00	\$60.00	\$2,640.00
SC-06	Exploration on Sanitary Laterals on Belle Avenue	LS	1	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00
SC-07	Provide Rock Filled Bags (CTH PP)	EA	100	\$8.00	\$800.00	\$8.00	\$800.00	\$30.00	\$3,000.00	\$40.00	\$4,000.00
SC-08	Polystyrene Insulation Board	LF	120	\$7.00	\$840.00	\$12.00	\$1,440.00	\$20.00	\$2,400.00	\$11.00	\$1,320.00
SC-09	Pipe Foundation Stabilization	CY	100	\$22.00	\$2,200.00	\$13.00	\$1,300.00	\$0.01	\$1.00	\$11.00	\$1,100.00
SC-10	Reconstruct Manhole on CTH PP	EA	3	\$6,000.00	\$18,000.00	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00	\$890.00	\$2,670.00
SC-11	Reconstruct Manhole Cone Section on CTH PP	EA	1	\$700.00	\$700.00	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$690.00	\$690.00
	TOTAL AMOUNT BID				\$1,683,948.05		\$1,739,542.50		\$1,796,003.50		\$1,797,984.00

Attachment: 14-01 BID TAB (2045 : Recommendation from the BOPW to Award of Project 14-01 Sewer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 15, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award the Bid for Project 14-04 Concrete Street Reconstruction/Patching to Vinton Construction Company in the amount of \$814,750.22.

The Engineering Department received bids for Project 14-04 Concrete Street Reconstruction/Patching on March 27th. This work includes concrete street reconstruction and storm sewer on the west half of American Boulevard between Fortune Avenue and Scheuring Road as well as concrete patching on American Boulevard between Fortune Avenue and Red Maple Road. The bids received were as follows:

Bidder	Amount
Vinton Construction	\$814,750.22
Peters Concrete Company	\$879,168.56

The estimate for the project was \$830,600. Funding for this capital improvement will come from TID 6. The staff recommendation is to award the bid to Vinton Construction in the amount of \$814,750.22.

ATTACHMENTS:

- 14-04 Bid Tab(PDF)

PROJECT 14-04 CONCRETE STREET RECONSTRUCTION/PATCHING**BID TAB**

				BIDDER NO. 1		BIDDER NO. 2	
				VINTON CONSTRUCTION COMPANY		PETERS CONCRETE COMPANY	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STORM SEWER							
ST-01	Remove and Replace 12" PVC Storm Sewer	LF	46	\$59.00	\$2,714.00	\$47.50	\$2,185.00
ST-02	Remove and Replace 15" PVC Storm Sewer	LF	52	\$59.75	\$3,107.00	\$62.00	\$3,224.00
ST-03	Remove and Replace 18" RCP Class III Storm Sewer	LF	32	\$58.50	\$1,872.00	\$56.00	\$1,792.00
ST-04	Remove and Replace 36" RCP Class III Storm Sewer	LF	23	\$152.00	\$3,496.00	\$100.00	\$2,300.00
ST-05	Remove and Replace 29" x 45" RCP Horizontal Elliptical Class HE-III Storm Sewer	LF	24	\$147.00	\$3,528.00	\$137.00	\$3,288.00
ST-06	Remove and Replace 4' Diameter Storm Manhole	VF	16	\$450.00	\$7,200.00	\$385.00	\$6,160.00
ST-07	Remove and Replace 5' diameter Storm Manhole	VF	6	\$500.00	\$3,000.00	\$515.00	\$3,090.00
ST-08	Remove and Replace 6' Diameter Storm Manhole	VF	6	\$550.00	\$3,300.00	\$660.00	\$3,960.00
ST-09	Install Concrete Collar	EACH	4	\$450.00	\$1,800.00	\$250.00	\$1,000.00
ST-10	Type B Inlet	EACH	6	\$1,950.00	\$11,700.00	\$2,100.00	\$12,600.00
STREET AND DRAINAGE CONSTRUCTION							
SD-01	Pavement Removal	SY	12,830	\$1.99	\$25,531.70	\$4.30	\$55,169.00
SD-02	Unclassified Excavation	CY	1,350	\$17.50	\$23,625.00	\$10.30	\$13,905.00
SD-03	1 1/4-inch Crushed Aggregate Base Course	TON	2,420	\$9.50	\$22,990.00	\$14.25	\$34,485.00
SD-04	Asphaltic Concrete Pavement Type E-1 (PG64-22) Upper Layer - 1.75"	TON	35	\$105.00	\$3,675.00	\$105.00	\$3,675.00
SD-05	Asphaltic Concrete Pavement Type E-1 (PG64-22) Lower Layer - 2.25"	TON	45	\$130.00	\$5,850.00	\$130.00	\$5,850.00
SD-06	Concrete Curb & Gutter Integral	LF	5,560	\$8.50	\$47,260.00	\$8.50	\$47,260.00
SD-07	Concrete Curb and Gutter	LF	10	\$30.00	\$300.00	\$30.00	\$300.00
SD-08	9" Doweled Concrete Pavement	SY	11,600	\$33.49	\$388,484.00	\$33.50	\$388,600.00
SD-09	9" Doweled Concrete Pavement Patch	SY	2,500	\$54.59	\$136,475.00	\$62.80	\$157,000.00
SD-10	Concrete Median Sloped Nose	SF	905	\$6.00	\$5,430.00	\$6.00	\$5,430.00
SD-11	Remove and Replace Concrete Sidewalk or Driveway 9-inch	SY	425	\$45.00	\$19,125.00	\$43.55	\$18,508.75
SD-12	Remove and Replace Concrete Sidewalk and Ramps 6-inch	SY	65	\$39.78	\$2,585.70	\$37.00	\$2,405.00
SD-13	Concrete Sidewalk Trail 4-inch	SY	520	\$27.00	\$14,040.00	\$27.00	\$14,040.00
SD-14	Drilled Tie Bars	EACH	350	\$7.00	\$2,450.00	\$7.00	\$2,450.00
SD-15	Drilled Dowel Bars	EACH	700	\$12.00	\$8,400.00	\$12.00	\$8,400.00
SD-16	Detectable Warning Field Yellow	EACH	5	\$225.00	\$1,125.00	\$225.00	\$1,125.00
SD-17	Landscaping - Topsoil, Seed, Fertilizer and Mulch	SY	7,100	\$4.00	\$28,400.00	\$5.30	\$37,630.00
SPECIAL CONSTRUCTION							
SP-01	Inlet Protection, Type B	EACH	18	\$100.00	\$1,800.00	\$50.00	\$900.00
SP-02	Erosion Control Revegetation Mat, Class I	SY	55	\$5.00	\$275.00	\$5.00	\$275.00
SP-03	Tracking Pad	EACH	1	\$0.01	\$0.01	\$700.00	\$700.00
SP-04	Adjust Inlet	EACH	12	\$150.00	\$1,800.00	\$150.00	

PROJECT 14-04 CONCRETE STREET RECONSTRUCTION/PATCHING

BID TAB



				BIDDER NO. 1		BIDDER NO. 2	
				VINTON CONSTRUCTION COMPANY		PETERS CONCRETE COMPANY	
SP-05	Adjust Manhole	EACH	1	\$250.00	\$250.00	\$300.00	\$300.00
SP-06	Pavement Marking Epoxy 4-inch White	LF	3,625	\$0.85	\$3,081.25	\$0.85	\$3,081.25
SP-07	Pavement Marking Epoxy 8-inch White	LF	1,105	\$1.50	\$1,657.50	\$1.50	\$1,657.50
SP-08	Pavement Marking Stop Line Epoxy 18-inch	LF	50	\$9.75	\$487.50	\$9.75	\$487.50
SP-09	Pavement Marking Crosswalk Epoxy 12-inch	LF	180	\$8.50	\$1,530.00	\$8.50	\$1,530.00
SP-10	Temporary Pavement Marking Reflective Tape 4-inch Yellow	LF	10,200	\$0.94	\$9,588.00	\$0.94	\$9,588.00
SP-11	Temporary Pavement Marking Stopline Removable Tape 18-inch	LF	12	\$1.88	\$22.56	\$1.88	\$22.56
SP-12	Traffic Control	LS	1	\$10,195.00	\$10,195.00	\$16,695.00	\$16,695.00
SP-13	Traffic Control Detour Route	LS	1	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
SP-14	Traffic Control Signs PCMS	DAY	56	\$50.00	\$2,800.00	\$50.00	\$2,800.00
SP-15	Sanitary Lateral Excavation	LS	1	\$1,000.00	\$1,000.00	\$700.00	\$700.00
TOTAL BID					\$814,750.22		\$879,168.56

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: April 15, 2014

DEPARTMENT: Building Department

FROM: David Hongisto

SUBJECT: Recommendation from Finance Committee to award bid to Kleuskens Electric for electrical work in Police Department shooting range.

ATTACHMENTS:

- electrical bid attachments (PDF)

CITY OF DE PERE**MEMO**

To: Mayor Michael Walsh
Members of the Personnel / Finance Committee

From: David R. Hongisto, Building Inspector

Subject: Shooting Range

Date: April 3, 2014

This past year the shooting range under the Police Department had a 20+ year old acoustical ceiling that collapsed. The City Council approved a bid from H.J. Martin and Son, Inc. to remove the old ceiling (which consisted of acoustic pad, underlayment, and blown in cellulose insulation) and install a new TECTUM panel acoustic ceiling.

The demolition has occurred and through this process a number of electrical code violations and potential fire hazards were revealed. I have solicited three proposals from local licensed electrical contractors to correct the violations and install appropriate lighting, dimmer switches, and an emergency exit light. The proposals follow:

C&C Electric Services, Inc.	\$4,750.00
Thomas Electric, Inc.	\$3,250.00
Kleuskens Electric	\$3,020.00

I recommend that Kleuskens Electric be awarded this project and that the funds be appropriated from the Unassigned Reserve Fund. Feel free to contact me at dhongisto@mail.de-pere.org or at my office (339-4053) or my cell phone (660-0302) if you have any questions.

Attachment: electrical bid attachments (2071 : Recommendation to award bid to Kleuskens Electric for electrical)

C & C Electric Services Inc

3765 Creamery Rd Suite 1

De Pere, WI 54115

ccelectricservice@sbcglobal.net

Estimate

Phone # 920-338-8123

Fax # 920-336-6327

Name / Address
City Of De Pere 335 S. Broadway De Pere, Wi 54115

Date	Estimate #
3/22/2014	2006

Project
Pistol Range

Description
Pistol Range 1-Remove junction boxes from above truses 12-Wire existing flood lights 2-Dimmers 2-Receptacles for red and blue lights on switch 2-Receptacles for counter 1-Move receptacle up for counter 8-8ft fluorescent lights for counter area 1-Exit/emergency light 1-Emergency light Total: \$4,750 Note: Permit fees not included.

Attachment: electrical bid attachments (2071 : Recommendation to award bid to Kleuskens Electric for electrical)

THOMAS ELECTRIC, INC.**576 REDBIRD CIRCLE****DE PERE, WI 54115****ESTIMATE**

Date	ESTIMATE #
3/31/2014	3742

Name / Address
CITY OF DE PERE* 335 S. BROADWAY DE PERE, WI 54115

P.O. No.

PISTOL RANGE

Description

8-8' T5 HO FLUORESCENT STRIP LIGHTS
12-CUSTOMER SUPPLIED FLOOD LIGHTS
4-SINGLE POLE SWITCHES
2-1000 WATT DIMMERS
2-OUTLETS ON SWITCH IN RANGE
2-OUTLETS ABOVE TABLE
1-LED BATTERY BACK UP EMERGENCY EXIT LIGHT
1-EMERGENCY LIGHT
REMOVE OLD WIRING -REUSE WHAT WE CAN

LABOR & MATERIAL \$3,250.00

Phone #	Fax #	E-mail
920-336-4648	920-336-4649	thomasele@tds.net

Attachment: electrical bid attachments (2071 : Recommendation to award bid to Kleuskens Electric for electrical)

KLEUSKENS ELECTRIC

1418 Grant Street
De Pere, WI 54115
(920) 336-3764

-----ESTIMATE-----

TO: City of De Pere
335 So. Broadway Street
De Pere, WI., 54115

DATE: 4-01-14

QTY	DESCRIPTION	AMOUNT
	Install new lights and outlets in shooting range	
	Price Includes:	
8	8' T5 HO Fluorescent Fixtures	
12	Customer Supplied Flood Lights	
4	Single Pole Switches	
2	1000 Watt Dimmers	
2	Outlets On Switch In Range	
2	Outlets Above Table	
1	LED Battery Back Up Emergency Exit Light	
1	Emergency Light	
	Remove Old Wiring	
	Total Estimated Cost	\$3020.00

Attachment: electrical bid attachments (2071 : Recommendation to award bid to Kleuskens Electric for electrical)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE:	April 15, 2014
DEPARTMENT:	City Attorney
FROM:	Judith Schmidt-Lehman
SUBJECT:	Ordinance #14-07, Amending §8-2, De Pere Municipal Code Regarding the Discharge of Weapons in the City.

Attached you will find four ordinances for your consideration relating to the discharge of firearms in the City. Below is a brief explanation of each.

The Ordinance numbered 14-07 encompasses the recommendation of the Board of Park Commissioners which the Council approved at its meeting of April 2, 2014. The map included in your materials with the words “Meets All Criteria” in the Legend box depicts the parcels in the City affected by Ordinance 14-07.

Given all of the discussion surrounding this topic at the April 2, 2014 meeting, city administration thought it a good idea to offer the Council several variations to the regulations set out in Ordinance 14-07 for its consideration.

Ordinance 14-07A in your materials includes all of Ordinance 14-07 **plus** imposes a scope limitation; namely the discharge of firearms would be permitted under 14-07A only for the purpose of hunting.

Ordinance 14-07B in your materials includes all of Ordinance 14-07 **plus** language to allow the discharge of firearms on properties adjacent to other properties in the City where it is permitted. The purpose behind this variation is to address, to the extent possible, Alderperson Donovan’s comments noted at the April 2, 2014 meeting, expressing the desire to draft regulations that would allow the discharge of firearms on properties that because of subsequent annexations might no longer be strictly adjacent and contiguous to a jurisdiction that allowed the discharge of firearms. Because of the need to treat similar properties alike, Ordinance 14-07B is drafted to include all properties adjacent to other properties in the City upon which the discharge of firearms is allowed. The other map included in your materials with “Includes Interior Parcels” noted in the Legend box depicts these areas.

Finally, Ordinance 14-07AB in your materials includes both variations, resulting in an ordinance that would permit the discharge of firearms for the purpose of hunting upon properties adjacent to other property upon which the discharge of firearms is permitted.

If you have any questions regarding these variations, please feel free to call me at 339-4042 at your convenience.

JSL:jld

cc: Lawrence Delo, City Administrator
Kenneth Pabich, Director of Planning and Economic Development
Marty Kosobucki, Director of Parks, Recreation & Forestry
Derek Beiderwieden, Police Chief

ATTACHMENTS:

- Ord14-07 (DOCX)
- Ord14-07A (DOCX)
- FirearmDischarge-All Criteria (PDF)
- Ord14-07B (DOCX)
- Ord14-07AB (DOCX)
- FirearmDischarge-Interior Parcels (PDF)

Base Ordinance
(as approved by Common Council on 4/2/14)

ORDINANCE #14-07

AMENDING §8-2, DE PERE MUNICIPAL CODE
 REGARDING THE DISCHARGE OF WEAPONS IN THE CITY

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

FOLLOWS:

Section 1: **§8-2, Loading and discharge of weapons**, is hereby amended by repealing and recreating (a)(2) as follows:

- (2) *Discharge of firearms within the city limits*. No person shall discharge, or cause to be discharged, any firearm within the city limits as defined in this section, except as follows:
 - A. For use in the hunting of migratory birds and waterfowl in that portion of the Fox River contiguous to unincorporated areas which allow hunting, and in accordance with state regulations.
 - B. Within the following areas and subject to the following conditions:
 - 1. Discharge of shotgun only is allowed; slugs as ammunition are prohibited; and
 - 2. The property upon which the discharge occurs is contiguous and adjacent to property in a neighboring jurisdiction upon which the discharge of firearms is permitted; and
 - 3. The property upon which the discharge is to occur is not subdivided by plat or certified survey map and is located in a R-1, Single Family Residence District or Conservancy District; and
 - 4. No discharge shall occur less than 100 yards from any structure, public park or trail nor less than 50 yards from the centerline of any roadway; and
 - 5. Written permission of the property owner shall be obtained and carried on the person at the time the weapon is discharged.
 - C. For the purpose of elimination of nuisance animals, as authorized by the department of natural resources and the city police department, and such decision may be appealed to the common council.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

**Base Ordinance
+ Scope Limitation (hunting purposes)**

ORDINANCE #14-07A

AMENDING §8-2, DE PERE MUNICIPAL CODE
REGARDING THE DISCHARGE OF WEAPONS IN THE CITY

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

FOLLOWS:

Section 1: **§8-2, Loading and discharge of weapons**, is hereby amended by repealing and recreating (a)(2) as follows:

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 - A. For use in the hunting of migratory birds and waterfowl in that portion of the Fox River contiguous to unincorporated areas which allow hunting, and in accordance with state regulations.
 - B. Within the following areas **for purposes of hunting** and subject to the following conditions:
 - 1. Discharge of shotgun only is allowed; slugs as ammunition are prohibited; and
 - 2. The property upon which the discharge occurs is contiguous and adjacent to property in a neighboring jurisdiction upon which the discharge of firearms is permitted; and
 - 3. The property upon which the discharge is to occur is not subdivided by plat or certified survey map and is located in a R-1, Single Family Residence District or Conservancy District; and
 - 4. No discharge shall occur less than 100 yards from any structure, public park or trail nor less than 50 yards from the centerline of any roadway; and
 - 5. Written permission of the property owner shall be obtained and carried on the person at the time the weapon is discharged.
 - C. For the purpose of elimination of nuisance animals, as authorized by the department of natural resources and the city police department, and such decision may be appealed to the common council.

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Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

Firearm Discharge Proposal

Legend

 Meets All Criteria



**Base Ordinance
+ Subsequent Annexations**

ORDINANCE #14-07B

AMENDING §8-2, DE PERE MUNICIPAL CODE
REGARDING THE DISCHARGE OF WEAPONS IN THE CITY

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

FOLLOWS:

Section 1: **§8-2, Loading and discharge of weapons**, is hereby amended by repealing and recreating (a)(2) as follows:

- (2) *Discharge of firearms within the city limits*. No person shall discharge, or cause to be discharged, any firearm within the city limits as defined in this section, except as follows:
 - A. For use in the hunting of migratory birds and waterfowl in that portion of the Fox River contiguous to unincorporated areas which allow hunting, and in accordance with state regulations.
 - B. Within the following areas and subject to the following conditions:
 1. Discharge of shotgun only is allowed; slugs as ammunition are prohibited; and
 2. The property upon which the discharge occurs
 - (a) is contiguous and adjacent to property in a neighboring jurisdiction upon which the discharge of firearms is permitted; or
 - (b) **shares a boundary with any property in the City upon which the discharge of weapons is allowed; and**
 3. The property upon which the discharge is to occur is not subdivided by plat or certified survey map and is located in a R-1, Single Family Residence District or Conservancy District; and
 4. No discharge shall occur less than 100 yards from any structure, public park or trail nor less than 50 yards from the centerline of any roadway; and
 5. Written permission of the property owner shall be obtained and carried on the person at the time the weapon is discharged.

- C. For the purpose of elimination of nuisance animals, as authorized by the department of natural resources and the city police department, and such decision may be appealed to the common council.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

**Base Ordinance
+ Scope Limitation and Subsequent Annexations**

ORDINANCE #14-07AB

AMENDING §8-2, DE PERE MUNICIPAL CODE
REGARDING THE DISCHARGE OF WEAPONS IN THE CITY

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

FOLLOWS:

Section 1: **§8-2, Loading and discharge of weapons**, is hereby amended by repealing and recreating (a)(2) as follows:

- (2) *Discharge of firearms within the city limits.* No person shall discharge, or cause to be discharged, any firearm within the city limits as defined in this section, except as follows:
- A. For use in the hunting of migratory birds and waterfowl in that portion of the Fox River contiguous to unincorporated areas which allow hunting, and in accordance with state regulations.
 - B. Within the following areas **for purposes of hunting** and subject to the following conditions:
 - 1. Discharge of shotgun only is allowed; slugs as ammunition are prohibited; and
 - 2. The property upon which the discharge occurs
 - (a) is contiguous and adjacent to property in a neighboring jurisdiction upon which the discharge of firearms is permitted; or
 - (b) **shares a boundary with any property in the City upon which the discharge of weapons is allowed; and**
 - 3. The property upon which the discharge is to occur is not subdivided by plat or certified survey map and is located in a R-1, Single Family Residence District or Conservancy District; and
 - 4. No discharge shall occur less than 100 yards from any structure, public park or trail nor less than 50 yards from the centerline of any roadway; and
 - 5. Written permission of the property owner shall be obtained and carried on the person at the time the weapon is discharged.

- C. For the purpose of elimination of nuisance animals, as authorized by the department of natural resources and the city police department, and such decision may be appealed to the common council.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

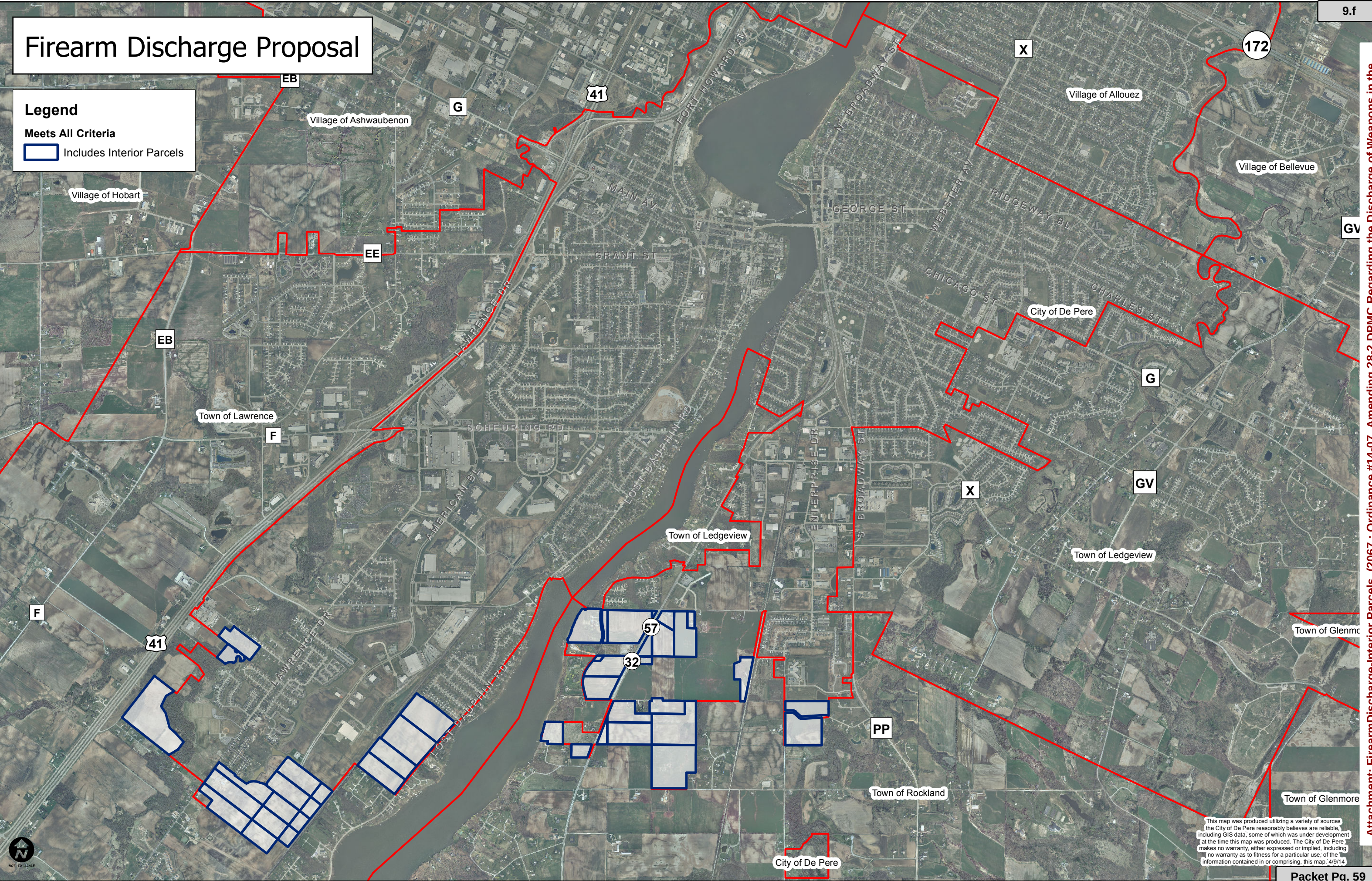
Effective Date: _____

Firearm Discharge Proposal

Legend

Meets All Criteria

Includes Interior Parcels



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 4/9/14

Attachment: FirearmDischarge-Interior Parcels (2067 : Ordinance #14-07, Amending 28-2 DPMC Regarding the Discharge of Weapons in the

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 15, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration and/or Adoption of Initial Resolution #14-34, relating to Industrial Development Revenue Bond financing on behalf of Green Box NA Green Bay LLC, a Wisconsin limited liability company. As required by state law, information regarding the expected job impact of the project to be financed with the bonds on the project site and elsewhere in the State of Wisconsin will be available at the time of consideration of the Initial Resolution.

ATTACHMENTS:

- Reso14-34 (DOCX)
- Mayor & F-P-Green Box IRB-3-31-14-110-001-10 (DOCX)

RESOLUTION #14-34

CITY OF DE PERE, WISCONSIN
INITIAL RESOLUTION REGARDING
INDUSTRIAL DEVELOPMENT REVENUE BONDS

WHEREAS, the City of De Pere, Wisconsin, (the "City") is authorized by Wis. Stat. §66.1103, as amended (the "Act"), to acquire, construct, equip, reconstruct, improve, maintain, repair, enlarge or remodel industrial projects, and to enter into revenue producing agreements for same, in order to promote the right to gainful employment, business opportunities and general welfare of its inhabitants and to preserve and finance costs related to such industrial projects, which bonds are to be payable solely out of the revenues derived pursuant to the revenue agreement pertaining to the project to be financed by the bonds so issued and which bonds may be secured by a mortgage or other security interest on the project; and

WHEREAS, Green Box NA Green Bay, LLC, a Wisconsin limited liability company, (the "Eligible Participant") desires to acquire, construct, improve and/or equip a solid waste disposal and recycling facility in the City to be used by the Eligible Participant in its solid waste disposal and recycling operations. The acquisition, construction, improvement, and/or equipping of the solid waste disposal and recycling facility is hereinafter referred to as the "Project"; and

WHEREAS, the Project is estimated to require the issuance of bonds in an amount not to exceed \$125,000,000; and

WHEREAS, the Project qualifies to be financed with industrial development revenue bonds as a solid waste disposal facility under Wis. Stat. §66.1103(2)(k)5.; and

WHEREAS, the Eligible Participant desires and has requested assistance from the City in financing the cost of the Project through the issuance by the City of its industrial development revenue bonds pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, THAT:

(1) In view of the considerable benefits to be derived by the City from the development of the Project, the City intends to work toward the consummation of a project financing agreement pursuant to which the City shall:

(a) issue, sell and deliver to purchasers (to be obtained by the Eligible Participant) its industrial development revenue bonds in an aggregate principal amount not to exceed \$125,000,000 (the "Bonds") in order to finance costs related to the Project, which Bonds shall be payable solely out of the revenues derived from a note and

mortgage or other security agreement on the Project or from such other revenue agreement as may be permitted by law;

(b) lend the proceeds of the Bonds to the Eligible Participant who will use the proceeds to help finance the project (and for any other purposes permitted by the Act) and enter into a note and mortgage agreement or other security agreement with the Eligible Participant or enter into other lawful revenue-producing agreements with respect to the Project providing revenues sufficient to pay principal of and interest on the Bonds when due; and

(c) assign the note and mortgage agreement or other security agreement or other revenue agreement and pledge the revenues and other amounts therefrom to the bondholders, or to a servicer, or a trustee under an indenture of trust, in order to secure the payment of principal and interest on the Bonds.

(2) THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

(3) All expenses incurred in connection with the transactions herein contemplated shall be paid by the Eligible Participant from the proceeds of the Bonds, or otherwise, and shall not be the responsibility of the City.

(4) Taxes shall be assessed in accordance with applicable law to the Eligible Participant with respect to the Project in the same manner and amount as though the Project was not being financed by an industrial development revenue bond.

(5) The appropriate officers of the City are hereby authorized to negotiate the terms of a project financing agreement, note and mortgage or other security agreement or other revenue agreement, instruments of conveyance, mortgage and indenture of trust, if any, and any other documents required to properly complete the financing, provided that all such terms and procedures followed shall be subject to the conditions of this resolution and the provisions of Wis. Stat. §66.1103, as amended, and shall not be binding unless and until:

(a) the details of the project financing agreement and all documents pertinent thereto are reviewed, authorized and approved by a definitive resolution of this Common Council;

(b) the electors of the City have been given the opportunity to petition within 30 days from the date of publication of notice of adoption of this initial resolution for a referendum on the question of the issuance of the Bonds as provided by law;

(c) either no such valid petition for referendum shall have been timely filed or if such petition has been filed the said bond issue shall have been approved by a referendum;

(d) all documents required in connection with the financing shall have been duly executed by the parties thereto and delivered to the extent required; and

(e) all applicable provisions of Federal law including Section 103 of the Internal Revenue Code of 1986, as amended, have been complied with.

(6) Notice of the adoption of this resolution of intent shall be published as a Class 1 notice in the official newspaper of the City, the *Green Bay Press Gazette*, in the form attached hereto.

(7) The City Clerk-Treasurer shall file a copy of (a) this resolution, and (b) the notice referred to in paragraph (6) above with the Wisconsin Economic Development Corporation within twenty (20) days following the publication of such notice.

(8) This resolution shall be effective for two (2) years after the date it is initially adopted.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, City Clerk-Treasurer

NOTICE TO ELECTORS
OF THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN

NOTICE IS HEREBY GIVEN that the Common Council of the City of De Pere, Brown County, Wisconsin, at a meeting held on April 15, 2014, adopted a resolution of intent pursuant to Wis. Stat. §66.1103, to issue its industrial development revenue bonds (the "Bonds") on behalf of Green Box NA Green Bay LLC, a Wisconsin limited liability company, (the "Eligible Participant") to help finance the acquisition, construction, improvement and/or equipping of a solid waste disposal and recycling facility located in the City used by the Eligible Participant in its operations. Such acquisition, construction, improvement and/or equipping is hereinafter referred to as the "Project". The amount of the Bonds will not exceed \$125,000,000. The proceeds of the Bonds will be loaned to the Eligible Participant for the purpose of financing costs related to the Project. Under the terms of the proposed Bond issue, the City will enter into a revenue producing agreement with the Eligible Participant with respect to the use of the Project.

The Eligible Participant currently has approximately 56 full time equivalent employees in the City, and expects to add approximately 380 full time equivalent employees within the next three years as a result of the Project. No jobs are expected to be eliminated anywhere in Wisconsin as a result of the issuance of the bonds. No direct job impact is expected in the State of Wisconsin at any location other than the City of De Pere.

THE BONDS WHEN ISSUED WILL BE LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY OUT OF THE REVENUES DERIVED FROM A NOTE AND MORTGAGE AGREEMENT, OR OTHER SECURITY AGREEMENT, OR OTHER REVENUE PRODUCING AGREEMENT WITH REGARD TO THE PROJECT. THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

The resolution may be inspected by any elector of the City of De Pere, at the Office of the City Clerk-Treasurer, 335 South Broadway Street, De Pere, Wisconsin, during business hours.

The Bonds will be issued only after a public hearing of the nature required by Section 147(f)(2)(B)(i) of the Internal Revenue Code of 1986, as amended, but without submitting the proposition to the electors of the City for approval unless within 30 days from the date of publication of this notice, a petition conforming to the requirements of Wis. Stat. §8.40, signed by not less than five percent (5%) of the registered electors of the City is filed with the City Clerk-Treasurer requesting a referendum upon the question of the issuance of the Bonds, in which event the public hearing referred to above may not be held and the Bonds shall not be issued unless and until approved by a majority of the City voting thereon at a general or special election.

Dated: _____

BY ORDER OF THE CITY OF DE PERE

Shana L. Defnet, City Clerk-Treasurer

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee

From: Judith Schmidt-Lehman, City Attorney

RE: Industrial Revenue Bond Financing Request of Green Box NA Green Bay, LLC

Date: March 31, 2014

City Administrator Larry Delo received a request from Attorney James Snyder, on behalf of Green Box NA Green Bay, LLC, seeking Industrial Revenue Bond (IRB) financing assistance from the City. The purpose of this memo is to briefly explain what IRB Financing is under state statute and a brief explanation of the City approval process for issuing the same. Most technical requirements of the process (such as publication requirements and clerk receipt of documents from Developer) are omitted from this memo.

The City is authorized by Wis. Stats. §66.1103 to acquire, construct, equip, reconstruct, improve, maintain, repair, enlarge or remodel industrial projects; to enter into revenue producing agreements for same in order to promote the right to gainful employment, business opportunities and general welfare of its inhabitants; and to preserve and finance costs related to such industrial projects. The City issues the bonds and lends the money to the Developer for the project; however the repayment of the bonds is made by the Developer solely out of the revenues derived by the project financed by the bonds. The bonds are limited obligations of the City, with payment of principal and interest on the bonds payable solely out of the revenues derived under the project financing agreement between the Developer and City pertaining to the project to be financed by the bonds. IRBs are also not a charge against the City's general credit or taxing powers.

Assuming the Finance/Personnel Committee recommends moving forward with the IRBs, the Initial Resolution Regarding Industrial Development Revenue Bonds will go to the April 15, 2014 Council meeting. Additionally, a Resolution Regarding Public Bidding and Non-Discrimination requirements will accompany the IRB Resolution. State Statute allows for the waiver of public bidding requirements, on the basis that the City will have no involvement in the construction of the facility. Non-discrimination requirements will be included in any developer construction contract.

After approval of these resolutions on April 15, 2014, the Developer, after arranging for financing and the City will negotiate the project financing agreement, which must be approved by the Council. The final bond resolution (also needing Council approval) is accomplished after the project financing agreement is agreed upon.

If there are questions regarding this matter, please feel free to call me at 339-4042. Otherwise, I look forward to discussing this issue with you on April 8, 2014.

JSL:jld

cc: Lawrence A. Delo, City Administrator
Ken Pabich, Director of Planning and Economic Development
Alderpersons Boyd, Kneiszel and Bauer

H:\jdupont\Memos\2014\Mayor & F-P-Green Box IRB-3-31-14-110-001-10.docx

Attachment: Mayor & F-P-Green Box IRB-3-31-14-110-001-10 (2041 : Resolution #14-34, Green Box IRB - Initial Resolution)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 15, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration and Adoption of Resolution #14-35, Regarding Public Bidding and Non-Discrimination in Connection with Industrial Revenue Bond Financing on behalf of Green Box NA Green Bay, LLC, a Wisconsin limited liability company.

ATTACHMENTS:

- Reso14-35 (DOCX)

RESOLUTION #14-35

CITY OF DE PERE, WISCONSIN
RESOLUTION REGARDING
PUBLIC BIDDING AND NON-DISCRIMINATION IN CONNECTION WITH
INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING

WHEREAS, the Common Council for the City of De Pere, Wisconsin (the "City") has or will approve an initial resolution for the issuance of industrial development revenue bonds by the City on behalf of Green Box NA Green Bay, LLC, a Wisconsin limited liability company, (the "Eligible Participant"); and

WHEREAS, the project (the "Project") to be financed with the proceeds of the bonds will be located in the City and will consist of the acquisition, construction, improvement and/or equipping of a solid waste disposal and recycling facility to be used by the Eligible Participant; and

WHEREAS, the City finds it beneficial toward the completion of the Project to waive the requirements of Wis. Stat. §66.1103(11)(b) in connection with the Project;

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, THAT:

1. The requirements as specified in Wis. Stat. §66.1103(11)(b)1. are to be waived in accordance with the provisions of Wis. Stat. §66.1103(11)(b)2. with reference to the Project to be financed with the industrial development revenue bonds of the City issued on behalf of the Eligible Participant for the Project because the City is not responsible for controlling any of the acquisition, construction, improvement, and/or equipping costs and because it is more efficient and expedient for the accomplishment of the public purposes of the bond issue if the Eligible Participant were to have complete control over the Project.

2. The Bonds, when issued, will contain such provisions regarding non-discrimination as state law or the City shall require.

3. This resolution shall be published as a Class 1 notice in the official newspaper of the City, the *Green Bay Press Gazette*, prior to the closing of the bond issue.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, City Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 15, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-36, Approving Proposal/Contract Agreement for Antennas Between the City of De Pere and Dixon Engineering, Inc. (Sprint Wireless Antenna Installation - Merrill).

The City received a request from Sprint regarding installation of wireless antennae facilities on the City's Merrill Street water tower. (See request). As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by Sprint. Staff has received payment from Sprint for funding the engineering services to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the Merrill Street water tower.

ATTACHMENTS:

- Reso14-36 (DOCX)
- Dixon - Sprint - Merrill Tower (PDF)
- Sprint - Merrill St. tower -request (PDF)

RESOLUTION #14-36

APPROVING PROPOSAL/CONTRACT AGREEMENT FOR ANTENNAS
 BETWEEN THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
 (Sprint Wireless Antenna Installation – Merrill)

WHEREAS, the City is in need of engineering services regarding antenna installation on the Merrill Street water tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Proposal/Contract Agreement for Antennas between the City of De Pere and Dixon Engineering, Inc. as is attached hereto as Exhibit 1, provided that Sprint has paid to the City Treasurer the sum due and owing under such contract prior to execution thereof.

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 15th day of April, 2014.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-36 (2048 : Resolution #14-36, Sprint's Facilities Merrill St. Tower)

Proposal/Contract Agreement for Antennas

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of DePere, Wisconsin (OWNER) to contract with DIXON for technical services for Sprint (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Seven Thousand Four Hundred dollars \$7,400. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Chris Kreiner

03/04/14

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

Exhibit 1

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

- I. Initial Site Inspection – Site Walk:
 - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - A. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - B. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

I PAYMENT

A. When service is rendered Owner shall pay DIXON the following line item prices:

1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of **\$1,300**.
2. Schedule A, Item II, Design and Plan Review, the lump sum of **\$1,350**. (Site Walk prerequisite \$1,150)

B. Owner shall pay DIXON the following line items times the number of units used:

1. Schedule A, Item III
 - A. **(1)** Preconstruction Meetings **\$950** per meeting
 - B. **(4)** Installation and Post Inspections **\$950** per inspection

II INVOICES

A. Invoices will be compiled monthly.

- B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day (may be increased based on location)	\$100 per diem, per day
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O’Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2014



January 22, 2014

City of De Pere (Landlord)
Attn: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

RE: Tower Lease Agreement between the City of De Pere and Alamosa Wisconsin Properties, LLC, (Sprint or Tenant), dated January 28, 2002 (Site Agreement), with respect to the real property located at 1501 Merrill Street De Pere, WI (Site), Cascade No. ML15AL097.

Dear Sir or Madam:

This letter is to advise you that it will be necessary within the near future for Sprint to make certain physical modifications to equipment within Tenant's premises at the Site. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of Tenant's facility, and are needed for Tenant to make optimal use of the Site for the purposes intended by the Site Agreement. As described below, these modifications should have no significant impact on Landlord's property or operations. However, in accordance with the Site Agreement, Tenant requests that Landlord acknowledge notice of, and consent to, the following modifications:

Adding three (3) antennas and three (3) remote radio heads.

Landlord's acknowledgement of notice and consent will not increase the size or amount of space being used by Tenant under the Site Agreement unless specifically stated above.

Please indicate your acknowledgement and consent by signing below and returning one copy of this letter to me at the address set forth below.

Thank you in advance for your prompt attention to this matter.

Regards,

Sarah A. Oppenheim

NTP Wireless, an authorized representative of Sprint

4619 N. Ravenswood Ave., Ste. 301
Chicago, IL 60640
773.275.5712 Ext. 260
sarah.oppenheim@ntpwireless.com

ACKNOWLEDGED AND AGREED TO:
City of De Pere

Printed Name: _____

Title: _____

Date: _____, 201__

(Date must be completed)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 15, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution # 14-37, Approving Proposal/Contract Agreement for Antennas Between the City of De Pere and Dixon Engineering, Inc. (Sprint Wireless Antenna Installation - Matthew).

The City received a request from Sprint regarding installation of wireless antennae facilities on the City's Matthew Street water tower. (See request). As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water tower with the work being proposed by Sprint. Staff has received payment from Sprint for funding the engineering services to be performed by Dixon Engineering.

Staff recommends approving the engineering services agreement with Dixon Engineering for the Matthew Street water tower.

ATTACHMENTS:

- Reso14-37 (DOCX)
- Dixon - Sprint - Matthew Tower (PDF)
- Sprint - Matthew St. tower -request (PDF)

RESOLUTION #14-37

APPROVING PROPOSAL/CONTRACT AGREEMENT FOR ANTENNAS
 BETWEEN THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
 (Sprint Wireless Antenna Installation – Matthew)

WHEREAS, the City is in need of engineering services regarding antenna installation on the Matthew Drive water tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Proposal/Contract Agreement for Antennas between the City of De Pere and Dixon Engineering, Inc. as is attached hereto as Exhibit 1, provided that Sprint has paid to the City Treasurer the sum due and owing under such contract prior to execution thereof.

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 15th day of April, 2014.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Proposal/Contract Agreement for Antennas

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of DePere, Wisconsin (OWNER) to contract with DIXON for technical services for Sprint (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Seven Thousand Four Hundred dollars \$7,400. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Chris Kreiner	03/04/14
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE

CONTRACT APPROVED by OWNER	POSITION	DATE
----------------------------	----------	------

CO SIGNATURE (if required)	POSITION	DATE
----------------------------	----------	------

CONTRACT APPROVED by DIXON OFFICER	EFFECTIVE CONTRACT DATE
------------------------------------	-------------------------

Exhibit 1

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

- I. Initial Site Inspection – Site Walk:
 - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - A. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - B. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
 - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,300.
 - 2. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,350. (Site Walk prerequisite \$1,150)
- B. Owner shall pay DIXON the following line items times the number of units used:
 - 1. Schedule A, Item III
 - A. **(1)** Preconstruction Meetings \$950 per meeting
 - B. **(4)** Installation and Post Inspections \$950 per inspection

II INVOICES

- A. Invoices will be compiled monthly.
- B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day	\$100 per diem, per day
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O’Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2014



January 22, 2014

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

RE: Tower Lease Agreement between the City of De Pere and Alamosa Wisconsin Properties, LLC, successor in interest to Alamosa (Wisconsin) Limited Partnership (Sprint or Tenant), dated July 19, 2000 (Site Agreement), with respect to the real property located at 1725 E. Matthew Dr., De Pere, WI 54115 (Site), Cascade No. ML15AL011

Dear Mr. Thoresen,

This letter is to advise you that it will be necessary within the near future for Sprint to make certain physical modifications to equipment within Tenant's premises at the Site. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of Tenant's facility, and are needed for Tenant to make optimal use of the Site for the purposes intended by the Site Agreement. As described below, these modifications should have no significant impact on Landlord's property or operations. However, in accordance with the Site Agreement, Tenant requests that Landlord acknowledge notice of, and consent to, the following modifications:

Adding three (3) antennas and three (3) remote radio heads.

Landlord's acknowledgement of notice and consent will not increase the size or amount of space being used by Tenant under the Site Agreement unless specifically stated above.

Please indicate your acknowledgement and consent by signing below and returning one copy of this letter to me at the address set forth below.

Thank you in advance for your prompt attention to this matter.

Regards,

Michael Walker
NTP Wireless, an authorized representative of Sprint
4619 N. Ravenswood Ave., Suite 301, Chicago, IL 60640
(773) 275-5712, ext. 406
Michael.Walker@NTPWireless.com

ACKNOWLEDGED AND AGREED TO:
City of De Pere

Printed Name: _____

Title: _____

Date: _____, 201__
(Date must be completed)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 15, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-38, Authorizing First Amendment To Tower Lease Agreement With New Cingular Wireless PCS, LLC (Matthew Street Tower).

The City received a request from AT&T to install a backup generator on site at the Matthew's water tower. In order to install the generator, AT&T needed additional space that was outside their original lease agreement therefore AT&T needed to amend the current lease agreement. The attached amendment to the tower lease agreement includes the additional area for the generator. In addition, the rent increased to \$8,500 per quarter (\$34,000 per year). The current rent before this amendment is \$31,199 per year. The yearly revenues received for the lease goes into the water utility operating budget.

Staff recommends approving the proposed amendment to AT&T's current lease for Matthew's water tower.

ATTACHMENTS:

- AT&T Lease Amendment (PDF)
- AT&T Matthew Lease Resolution (DOCX)
- ATT Matthew Lease - original lease (PDF)

Market: Central-IL/WI
 Cell Site Number: WI6303
 Cell Site Name: Matthews Water Tank
 Fixed Asset Number: 10096531

FIRST AMENDMENT TO TOWER LEASE AGREEMENT MATTHEW STREET TOWER

THIS FIRST AMENDMENT TO TOWER LEASE AGREEMENT MATTHEW STREET TOWER dated as of the latter of the signature dates below (this "First Amendment"), is by and between City of De Pere, a Wisconsin municipal corporation, having a mailing address of 335 South Broadway, De Pere, Wisconsin 54115 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

WITNESSTH:

WHEREAS, Landlord and Tenant entered into a Tower Lease Agreement Matthew Street Tower Agreement dated November 10th, 2005 and last executed on November 29th, 2005, whereby Landlord leased to Tenant certain Leased Premises, therein described, that are a portion of the Property located at 1725 East Matthew Drive, De Pere, Wisconsin 54115 ("Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to increase the size of the ground space to accommodate Tenant's additional equipment; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend various other sections of the Agreement as set forth in this First Amendment; and

WHEREAS, Landlord and Tenant desire, in their mutual interest, to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. New Premises Area. Subject to the terms and conditions of the Agreement and this First Amendment, Landlord leases to Tenant the additional premises described on attached Exhibit 1-A ("New Premises Area"). The Leased Premises under the Agreement prior to this

First Amendment, in addition to the New Premises Area under this First Amendment, shall be the Leased Premises under the Agreement for all purposes under the Agreement.

2. Generator. Tenant shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) a concrete pad, generator, back-up power supply and related equipment within the New Premises Area, and such improvements and equipment shall be considered "Tenant Facilities" under the Agreement. All provisions of the Agreement relating to the installation of improvements, including, but not limited to, all provisions of Section 6 of the Agreement concerning installation, access and utilities, shall apply to installation of improvements and equipment on the New Premises Area. Tenant shall have the right to access the New Premises Area as provided in the Agreement, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Tenant, and Tenant shall have the right to remove or modify it as provided in the Agreement.

3. Rent Increase. Commencing the last date of execution shown on this First Amendment ("Increase Commencement Date"), Rent shall be increased to Thirty Four Thousand and 00/100 Dollars (\$34,000.00) per year, payable at Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00) per quarter subject to further adjustments, if any, as provided in the Agreement; and provided further that for any partial month occurring after the Increase Commencement Date, the increased Rent amount shall be pro-rated. Quarterly Rent installments shall be paid on March 31st, June 30th, September 30th, and December 31st of each year. The New Premises Area shall be deemed part of the Leased Premises as of the Increase Commencement Date.

4. Installation; Landlord's Option to Terminate. Tenant shall begin installation of the generator within one hundred twenty (120) days of entering into this First Amendment. If Tenant fails to complete installation of the generator within twelve (12) months of the signature of the Mayor on this First Amendment, even though all rent payments have been made, Landlord may choose to terminate Tenant's lease of the New Premises Area. If termination is chosen, Landlord will inform Tenant in writing. All portions of this First Amendment not directly related to the New Premises Area shall survive such termination and this First Amendment will remain in full force and effect as to those provisions.

5. Amendment of Subsection 6(e). Subsection 6(e) of the Agreement is modified by deleting the last sentence of the subsection in its entirety and replacing it with the following:

Tenant will pay Landlord for any emergency labor overtime costs, administrative fees, and equipment costs incurred in providing emergency response at Tenant's request upon receipt of itemized billing.

6. Amendment of Section 6. Section 6 of the Agreement is amended to add subsection (p) as follows:

(p) Tenant will pay Landlord for all engineering, labor, administrative, and equipment costs reasonably incurred in the installation, maintenance, repair,

modification, improvement or removal of antenna facilities upon receipt of itemized billing.

7. Amendment of Section 10. Section 10 of the Agreement is amended to add subsection (d) as follows:

(d) Upon termination of this Lease prior to the expiration of the initial term or any renewal term other than (i) termination by Tenant due to the default of Landlord pursuant to Section 10(a)(i) of this Lease, (ii) termination by Landlord due to unsoundness of the Tower pursuant to Section 10(a)(iv) of this Lease, (iii) termination by Landlord if Tenant's use of the Property becomes illegal under Section 10(a)(v) of this Lease, (iv) termination by Landlord if Landlord determines the Leases Premises are needed by Landlord under Section 10(a)(vi) of this Lease, or (v) termination by Tenant if the Property, Tower, or Antenna Facilities are destroyed or damaged so as, in Tenant's judgment, to render the site unusable as an antenna facility under Section 12 of this Lease, Tenant shall pay to Landlord an early termination fee (the "Early Termination Fee") as follows:

(A) If forty-eight (48) or more full or partial months remain in the Lease term, Tenant shall pay to Landlord an Early Termination Fee equal to four (4) years' Rent, including annual Rent increases of four percent (4%) per year as calculated under Section 4(a) of this Lease.

(B) If thirty-six (36) to forty-seven (47) full or partial months remain in the Lease term, Tenant shall pay to Landlord an Early Termination Fee equal to three (3) years' Rent, including annual Rent increases of four percent (4%) per year as calculated under Section 4(a) of this Lease.

(C) If twenty-five (25) to thirty-five (35) full or partial months remain in the Lease term, Tenant shall pay to Landlord an Early Termination Fee equal to two years' Rent, including annual Rent increases of four percent (4%) per year as calculated under Section 4(a) of this Lease.

(D) If twenty-four (24) or less full or partial months remain in the Lease term, Tenant shall pay to Landlord an Early Termination Fee equal to one year's Rent, including an annual Rent increase of four percent (4%) as calculated under Section 4(a) of this Lease.

The Early Termination Fee shall be due and payable in full on the last day of the Lease term.

8. Amendment of Subsection 11(c). Subsection 11(c) of the Agreement is modified by deleted the second sentence in its entirety and replacing said second sentence with the following:

Limits of liability not less than \$2,000,000 each occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury/advertising injury, \$10,000 medical payment limits, and \$4,000,000 general aggregate.

9. **Amendment of Section 14.** Section 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

14. Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WI6303; Cell Site Name: Matthews Water Tank
Fixed Asset #: 10096531; State Where Site Located: Wisconsin
575 Morosgo Drive NE,
Suite 13-F West Tower,
Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Re: Cell Site #: WI6303; Cell Site Name: Matthews Water Tank
Fixed Asset #: 10096531; State Where Site Located: Wisconsin
AT&T Legal Department – Network
208 S. Akard Street
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:

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

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

10. Amendment of Section 19. Section 19 of the Agreement is hereby deleted in its entirety and replaced with the following:

19. Remedies on Default. In the event of any default by Tenant, Landlord may, in addition to any other remedy it may have under law, serve a written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than ten (10) calendar days after the date of service of such notice, and this Lease shall expire on the date so specified as if that date had been originally fixed as the expiration date of the term granted herein. In the event this Lease is so terminated, Tenant shall immediately pay Landlord a sum of money equal to the total of (a) the unpaid consideration accrued through the date of termination; (b) the Early Termination Fee required under Section 10(d) of this Lease; and (c) all other amounts reasonably necessary and documented to compensate Landlord for damages caused by Tenant's failure to perform.

11. Amendment of Section 24. Section 24 of the Agreement is hereby deleted in its entirety and replaced with the following:

24. Attorneys' Fees. Tenant covenants and agrees to pay and discharge all reasonable costs, attorneys' fees, and expenses which shall be made and incurred by Landlord in the negotiation and preparation of this Lease and any amendments. This Lease or any amendment to this Lease shall not become effective until such fees and costs are paid.

12. Memorandum of Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 2. Either party may record this memorandum at any time, in its absolute discretion.

13. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment. Unless otherwise specified herein or unless the context requires otherwise, the terms in the Agreement shall apply to the New Premises Area.

14. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

Signatures on next page
Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"LANDLORD"

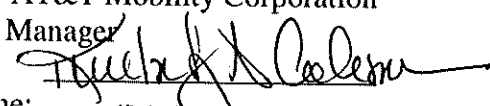
City of De Pere

By: _____
 Name: Michael J. Walsh
 Title: Mayor
 Date: _____

Attest: _____
 Name: Shana L. Defnet
 Title: Clerk-Treasurer
 Date: _____

"TENANT"

New Cingular Wireless PCS, LLC
 a Delaware limited liability company

By: AT&T Mobility Corporation
 Its: Manager
 By: 
 Name: Kimberly A. Coleman
 Title: Sr Real Estate & Construction Manager
 Date: 2-28-14

TENANT ACKNOWLEDGEMENT

STATE OF Illinois)
) ss:
 COUNTY OF Cook)

On the 28th day of Feb, 2014, before me personally appeared Kimberly A. Coleman, and acknowledged under oath that he is the Sr Real Estate & Construction Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.



Lisa M. Castello
 Notary Public: Lisa M. Castello
 My Commission Expires: 11/8/15

LANDLORD ACKNOWLEDGEMENTCORPORATE ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
 COUNTY OF BROWN)

I CERTIFY that on _____, 20__, Michael J. Walsh personally came before me and acknowledged under oath that he:

- (a) is the Mayor of City of De Pere, the municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipal corporation and
- (c) executed the instrument as the act of the municipal corporation.

 Notary Public, State of Wisconsin
 My Commission Expires: _____

[illegible]

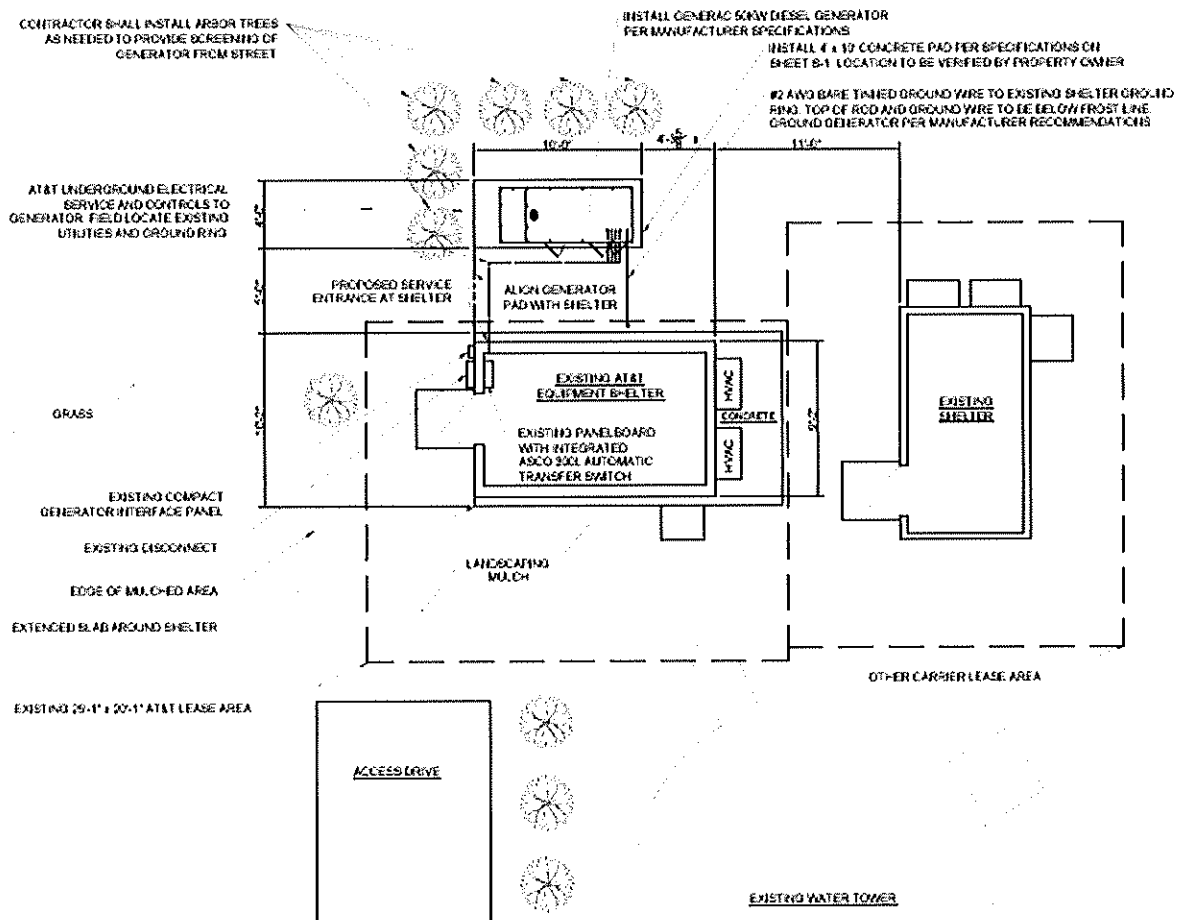
(c) executed the instrument as the act of the municipal corporation.

Notary Public, State of Wisconsin
My Commission Expires:

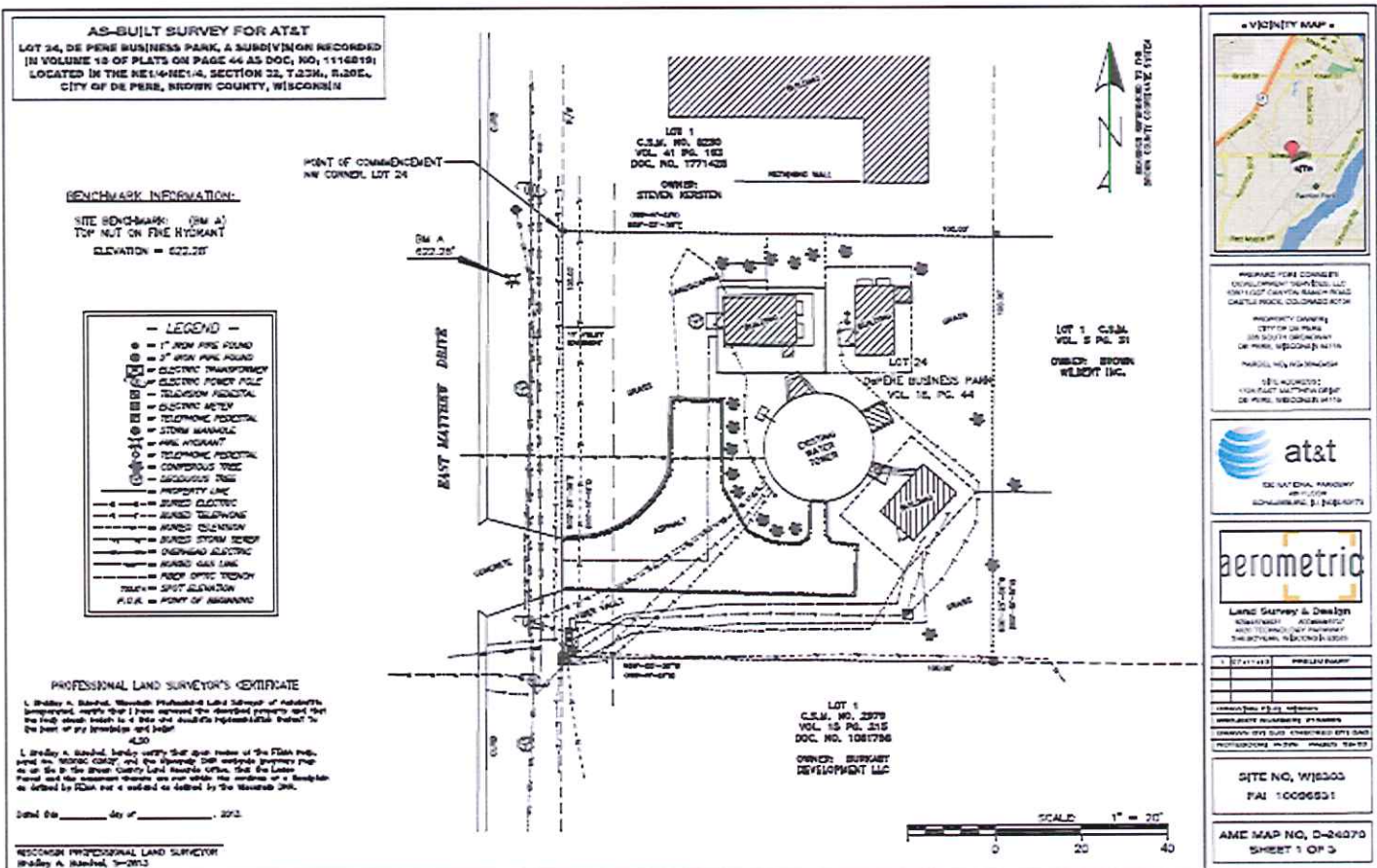
EXHIBIT 1-A

Page 1 of 2

New Premises Area



AS BUILT SURVEY



ATTACHMENT 2

MEMORANDUM OF LEASE

Prepared by:April ElliottGeneral Dynamics Wireless Services1325 Wiley Rd., Suite 136Schaumburg, IL 60173Return to:Gwendolyn JamesGeneral Dynamics Wireless Services1325 Wiley Rd., Suite 136Schaumburg, IL 60173

Re: Cell Site # WI6303; Cell Site Name: Matthews Water Tank
Fixed Asset Number: 10096531
State: Wisconsin
County: Brown

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between City of De Pere, a Wisconsin municipal corporation, having a mailing address of 335 South Broadway, De Pere, Wisconsin 54115 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a certain Tower Lease Agreement Matthew Street Tower ("**Agreement**") on the 10th day of November, 2005, as amended by that certain First Amendment to Tower Lease Agreement Matthew Street Tower, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term is five (15) years ("**Initial Term**") commencing on November 29, 2005, with two (2) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Leased Premises**") is described in **Exhibit 1** annexed hereto.

provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of De Pere

By: _____
Name: Michael J. Walsh
Title: Mayor
Date: _____

Attest: _____
Name: Shana L. Defnet
Title: Clerk-Treasurer
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.

Notary Public: _____
 My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT**CORPORATE ACKNOWLEDGEMENT**

STATE OF WISCONSIN)
) ss.
 COUNTY OF BROWN)

I CERTIFY that on _____, 20__, Michael J. Walsh personally came before me and acknowledged under oath that he:

- (a) is the Mayor of City of De Pere, the municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipal corporation and
- (c) executed the instrument as the act of the municipal corporation.

Notary Public, State of Wisconsin
 My Commission Expires: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

I CERTIFY that on _____, 20____, Shana L. Defnet personally came before me and acknowledged under oath that she:

- (a) is the Clerk-Treasurer of City of De Pere, the municipal corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipal corporation and
- (c) executed the instrument as the act of the municipal corporation.

Notary Public, State of Wisconsin
My Commission Expires: _____

EXHIBIT 1**DESCRIPTION OF PREMISES**

Page 1 of 1

to the Memorandum of Lease dated _____, 20____, by and between City of De Pere, a Wisconsin municipal corporation, as Landlord, and New Cingular Wireless PCS LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as a 30' x 25' 1" portion of the following property:

Lot 24, De Pere Business Park, A Subdivision recorded in Volume 18 of Plats on page 44 as Doc. No. 1116819; located in the NE ¼-NE ¼, Section 32, T.23N., R.20E., City of De Pere, Brown County, Wisconsin

RESOLUTION #14-38

AUTHORIZING FIRST AMENDMENT TO TOWER LEASE AGREEMENT WITH NEW
CINGULAR WIRELESS PCS, LLC
(Matthew Street Tower)

WHEREAS, the City (as Landlord) and New Cingular Wireless PCS, LLC (as Tenant) previously entered into that certain Tower Lease Agreement - Matthew Street Tower dated November 10, 2005, whereby the City leased to Tenant certain Leased Premises, therein described, at the Matthew Street Water Tower Site located at 1725 East Mathew Drive;

WHEREAS, New Cingular Wireless PCS, LLC, desires to lease additional space at the Matthew Street Water Tower Site, subject to the terms and conditions of the First Amendment to Tower Lease Agreement, attached hereto and incorporated by reference as Exhibit 1;

WHEREAS, the Board of Public Works has reviewed such First Amendment to Tower Lease Agreement and recommends approval and execution thereof;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Council of the City of De Pere does hereby approve the First Amendment to Tower Lease Agreement as is attached as Exhibit 1 and authorizes the Mayor to execute, and the Deputy Clerk to attest, said First Amendment to Tower Lease Agreement on behalf of the City.

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 15th day of April, 2014.

Resolution #14-38
Page 2

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

TOWER LEASE AGREEMENT MATTHEW STREET TOWER

This Tower Lease Agreement ("Lease") is entered into this 10th day of November, 2005 by and between the City of De Pere, a Wisconsin municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, ("Tenant").

In consideration of the terms and covenants of this Agreement and for other good and valuable consideration, the parties agree as follows:

1. Leased Premises. Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord certain portions of real Property owned by Landlord (the "Leased Premises") located in the City of De Pere, Wisconsin, and described in Exhibit A attached hereto (the "Property") to install up to a maximum of twelve (12) antennas on the water Tower (the "Tower") located on such Property. The property which is the subject of this Agreement is subject to all existing easements, covenants, conditions, and restrictions of record, if any. This Lease includes certain space on Landlord's water tower located on the subject property.

2. Term. The initial term of this Lease shall be fifteen (15) years commencing upon the last date of execution shown on this document ("Commencement Date"). Thereafter, this lease may be renewed for up to two (2) successive five (5) year terms. Should Tenant choose not to renew the Lease, Tenant shall provide Landlord with written notice of nonrenewal at least sixty (60) days prior to the expiration of the current term. Tenant shall begin installation on the tower within one hundred twenty (120) days of entering into this lease. If Tenant has failed to complete installation of its equipment on the site described in this Lease within twelve (12) months of the signature of the Mayor on this Lease, even though all rent payments have been made, Landlord may choose to terminate this Lease. If termination is chosen, Landlord will inform Tenant in writing.

3. Extensions and Renewals. This Lease may be further extended upon mutual agreement by both parties.

4. Rent.

(a) Rent shall be paid in equal quarterly installments, to the City of De Pere or to such other person, form, or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment due. The yearly Rent ("Rent") shall be Twenty-two Thousand Five Hundred Dollars (\$22,500) payable at \$5,625/quarter. On each anniversary of the Commencement Date, the annual Rent shall be increased by an amount equal to the previous year's rent times the greater of the following: (1) four percent (4%); or (2) by an amount equal to the percentage increase in the CPI (Consumer Price Index as hereinafter defined) computed by comparing the CPI for the Base Month of the immediate preceding year. If the anniversary date of the Commencement Date occurs prior to the issuance of the CPI for the relevant month, then the increase provided herein shall be calculated promptly after the relevant anniversary of the Commencement Date occurs. The "CPI" means the

Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-1984=100). If the CPI is converted to a different standard reference base or otherwise revised or replaced, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

(b) Unless otherwise provided for in this Lease, if the Lease is terminated, Rent shall be prorated as of the date of termination, and in the event of termination for any reason other than nonpayment of rent, all prepaid rents shall be refunded to Tenant.

(c) A landscape plan for the site shall be approved by Landlord contemporaneous with the site plan prior to commencement of operations by Tenant. A copy of this approved landscaping plan is shown as Exhibit B. Tenant, at its expense, shall install and maintain its landscape according to the approved landscaping plan. Tenant agrees to make the site improvements including landscape improvements described on Exhibit B within the first six months of the Lease.

(d) All consideration to be paid by Tenant to Landlord shall be paid or provided to Landlord without offset. Landlord shall not be required to make any expenditure of any kind in connection with this Lease or make any repairs or improvements to the Leased Premises except as otherwise provided in this Lease. The Rent hereunder is reserved on an absolute net basis. Tenant shall pay all taxes, assessments, insurance premiums, maintenance charges and any other charges, costs and expenses against the Leased Premises contemplated under any provision of this Lease which are incurred solely by reason of Tenant's improvements. Landlord shall provide to Tenant proof of such increase upon demand of Tenant.

5. Use/Compliance with Laws.

(a) Tenant may use the Leased Premises for the installation, operation and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to Tenant and for the operation of related equipment in accordance with the provisions of this Lease and for no other purpose. Tenant shall use the Leased Premises in compliance with all federal, state, and local laws and regulations including, without limitation: all FCC and Federal Aviation Administration rules, in relation to any of its business activities or other operations conducted upon, above, or adjacent to the premises; the American National Standards Institute's ("ANSI") Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields as set forth in the current ANSI standard or any FCC standard which supersedes these standards. If, for any reason, Tenant's use of the Leased Premises fails to comply with any federal, state or local law and Tenant fails to bring its use within compliance within thirty (30) days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, all Federal Government and/or State of Wisconsin licenses and permits required for Tenant's use of the Leased Premises. Tenant shall pay, as they become due and payable,

all fees, charges, taxes, and expenses required for licenses and permits required for Tenant's use of the Leased Premises.

(b) If during the term of this Lease there is a determination made pursuant to an official unappealable order of the Federal Communications Commission that use of the site by Tenant poses a human health hazard which cannot be remediated, Tenant will immediately cease all operations at the Leased Premises and this lease shall terminate as of the date of such order.

6. Installation of Improvements, Access, Utilities.

(a) Tenant shall have the exclusive right, at its sole cost and expense, to install certain improvements on the leased portion of the Tower described in Exhibit A, which improvements include communication transmitting and receiving antennas (the "Tenant Facilities") and structures to store Tenant's equipment. Prior to commencing construction, Tenant shall submit plans and specifications for all improvements to the Director of Public Works for Landlord's written approval. Such plans and specifications as approved by Landlord shall be attached as Exhibit C. All such improvements shall be constructed in accordance with Landlord's specifications and according to the site plan approved by Landlord as provided in Paragraph 1. Tenant's installation of the Tenant Facilities shall be done according to the plans approved by Landlord and with the exception of a portable emergency generator as provided in paragraph 6(f) no equipment or Property shall be subsequently relocated on the Property without Landlord's approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

(i) Prior to commencing construction, Tenant shall also provide Landlord with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of Landlord, within five (5) working days of Notice to Landlord, which shall not, be unreasonably withheld, delayed or conditioned. All improvements shall be constructed in a professional manner and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

(ii) Any damage done to the Property or Tower described in Exhibit A due to the Tenant's actions during installation or during operations shall be immediately repaired at Tenant's expense and returned to prior condition to Landlord's satisfaction. Tenant shall not permit any claim or lien to be placed against any part of the Leased Premises that arises out of work, labor, material or supplies provided or supplied to Tenant, its contractors or subcontractors, for the construction, installation, operation, maintenance or use of the Leased Premises or the Tenant Facilities, equipment, or personal property.

(b) Tenant may update or replace the Tenant Facilities from time to time with the prior written approval of Landlord, within five (5) working days of Notice to Landlord, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the leased portion of the Tower is satisfactory to Landlord. Tenant shall submit to Landlord a proposal for any such replacement facilities and for any supplemental materials as may be reasonably requested

by Landlord's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by Tenant.

(c) Tenant shall have the exclusive right, at its sole cost and expense, to operate and maintain on Leased Premises described in Exhibit A attached hereto, the improvements described in Exhibit C and installed pursuant to Paragraph 6(a) of this Lease. The Antenna Facilities, structures, and all equipment stored or operated therein for the benefit of Tenant shall remain the exclusive Property of Tenant, subject to the provisions of Paragraph 9(c) of this Lease. No equipment shall be stored on the Property outside of the structures and all appropriate permits must be obtained prior to construction and use of the structures.

(d) At all times during this Lease, Landlord hereby grants to Tenant a nonexclusive easement for ingress, egress and access over the Property which gives Tenant access to the Leased Premises at no additional charge to Tenant. The location of such easement shall be depicted on Exhibit A. Landlord expressly reserves the right to relocate such nonexclusive easement at any time at Landlord's cost to any location on Landlord's Property deemed appropriate by Landlord, provided that Landlord provides uninterrupted access to the premises during the period of relocation and such relocated easement provides Tenant with reasonable access to the Leased Premises of similar or better quality as the original access.

(e) Tenant, at all times during this Lease, shall have access to the Property and the structures in order to install, operate, and maintain its transmission facilities. Tenant shall have access to the Tower only during regular Water Utility working hours (Monday through Friday, 7:00 a.m. – 3:00 p.m.) with the approval of Landlord. Tenant shall request access to the Tower 24 hours in advance and Landlord's approval thereof shall not be unreasonably withheld or delayed. In an emergency, Tenant will respond on a two hour notice basis and provide Landlord with the pager number of a responsive agent of Tenant. Tenant and Landlord will use all reasonable efforts to provide emergency response. Access will not be unreasonably withheld or delayed. Tenant will pay Landlord for any emergency labor overtime costs incurred in providing emergency response at 2004 labor costs not to exceed \$32.70/hour upon receipt of itemized billing, said labor costs to be adjusted annually per the contract hourly rate.

(f) Tenant shall separately meter changes for the consumption of electricity and any other utilities associated with use of the leased premise and shall pay all costs associated therewith. All utilities will be buried unless they conflict with existing underground utilities.

(g) Tenant, at its expense, shall provide Landlord with as-built planning and engineering drawings of the equipment installed on the Tower and improvements installed on the Property, which show the actual location of all equipment and improvements. These drawings need not include any proprietary information. Such drawings shall be accompanied by complete and detailed inventory of all equipment, personal Property and Tenant Facilities actually placed on the Tower. A site plan will be provided showing the proposed placement of the structures. In the event Tenant makes

any modifications as provided in paragraph 6(b), above, Tenant shall provide Landlord with updated as-built planning and engineering drawings as specified in this paragraph.

(h) Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal Property, Tenant Facilities, structures, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

(i) Tenant will adhere to all OSHA safety requirements.

(j) There will be no advertising on the site or on any structure on the site.

(k) All antenna panels and cables will be painted to match the Tower.

(l) Any additional costs for servicing or maintaining the Tower that are due to the presence or the installation of Tenant's antennas, structures, or any other equipment, will be the responsibility of Tenant. Tenant shall remove graffiti on Tenant's antennas, structures, or any of its other equipment within fifteen (15) days of written notice from Landlord. Should Tenant fail to remove such graffiti within that fifteen (15) day period, Landlord may remove the graffiti at Tenant's expense.

(m) Tenant's rights under this Lease are nonexclusive, and Landlord reserves the right to make space available on the Tower for lease by other personal communications services or cellular providers ("Other Providers"). Landlord also reserves the right to permit Other Providers the right to use and construct such ancillary buildings or facilities on the Leased Premises as may be reasonably necessary in connection with the communications operations of Other Providers, provided they do not interfere with Tenant's operations.

(n) Tenant shall design, place, and improve all of its Tenant Facilities, structures, and personal Property in a manner that will keep negative aesthetic impact held to a minimum practical level. Landlord reserves the right to require that Tenant shield Tenant Facilities and/or structures from view and take such other reasonable and appropriate action(s) as Landlord from time to time determines necessary or convenient to minimize aesthetic impact.

(o) Landlord reserves the right to determine when the Tower subject to this Lease shall be repainted, repaired or replaced. Landlord shall notify Tenant at least ninety (90) days in advance of the date when the Tower is scheduled to be painted, repaired, or replaced. Tenant shall decide, after consulting with Landlord, which of the following two options shall be used. Option 1: Shortly before the date at which the Tower is to be removed for painting, repair or replacement; Tenant, at its sole expense, shall place a temporary antenna array on a crane parked near the site on the Property. Tenant shall then remove the antennas from the Tower and the painting/repair/replacement shall proceed as it normally does. Once the painting/repair/replacement is completed, Tenant, at its sole expense, shall then reattach the antennas where they were. The antennas shall then be painted by Landlord at

Tenant's expense to match the newly painted Tower. Option 2: Landlord may temporarily relocate the Tenant Facilities to another Tower owned and operated by Landlord until the painting/repairs/replacement is completed. Once the painting/repair/replacement is completed, Tenant, at its sole expense, shall then reattach the antennas where they were. The antennas shall be painted by Landlord at Tenant's expense to match the newly painted Tower.

7. Reasonable Approval. Both parties shall not unreasonably withhold, delay, or condition approvals required under this Lease.

8. Repairs. Tenant shall make all repairs to the Leased Premises or Property which are made necessary by reason of Tenant's Facilities. Except as set forth in Paragraph 6(A), upon expiration or termination hereof, Tenant shall restore the Leased Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

9. Interference.

(a) Tenant's installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with Landlord's water Tower operations or related repair and maintenance activities. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary in its discretion, to repair, maintain, alter, or improve the Leased Premises and to temporarily interfere with Tenant's personal property, equipment, Tenant Facilities, or structures as may be necessary in order to carry out any of such activities. Landlord agrees to give reasonable advance notice of at least thirty (30) days unless necessitated by emergency of such activities to Tenant and to reasonably cooperate with Tenant to carry out such activities with a minimum amount of interference with Tenant's transmission operations.

(b) Landlord does not guarantee to Tenant and makes no warranties or representations regarding Tenant's exclusive use of the Tower or non-interference with Tenant's transmission operations or that the Property or utilities serving it, if any, are fit for Tenant's intended use; and all such warranties and representations are hereby disclaimed. Notwithstanding the above, and subject to paragraph 6(n), above, in the event any other party requests permission to place any type of additional antenna or transmission facility on the Tower or the Property after Tenant, this paragraph will govern the determination of whether such antenna or transmission facility will interfere with Tenant's transmission operations. If Landlord receives any such request, it shall require such 3rd party to perform an intermodulation study and Landlord shall submit the proposal to Tenant for review for non-interference. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto and failure to make any objection within said 30 day period shall be deemed consent by Tenant to the installation of antennas or transmission facilities pursuant to said proposal. Any dispute between Landlord and Tenant regarding the proposed additional installation and its potential for interference with Tenant's transmission operation shall be resolved by submitting the issue for decision to an independent third party mutually agreed upon by Landlord and Tenant, whose decision regarding interference shall be binding on both parties hereto and whose expense shall be borne equally by both parties.

(c) In the event Tenant's transmission operations interfere with any type of radio or television reception or transmission of pre-existing parties in the transmission area, provided such other installations predate the installations of Tenant's Facilities, Tenant agrees to use reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC and any other governing body. Tenant warrants that it shall maintain all of its Tenant Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. Tenant will be responsible for correcting any intermod problems with pre-existing users of the Property should they occur due to the equipment installed and operated by Tenants.

(d) Landlord represents that it shall require any future Lease Agreements of the subject property to contain substantially similar interference language as contained herein.

10. Termination.

(a) Except as otherwise provided herein, this Lease may be terminated by one party upon thirty (30) days prior written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within twenty (20) days of receipt of written notice of default to the other party;

(ii) by Tenant if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or Tenant's business;

(iii) by Tenant if the Property of Tower are or become unacceptable under Tenant's design or engineering specifications for its Tenant Facilities or the communication systems to which the Tenant Facilities belong;

(iv) by Landlord if it determines in its sole discretion that the Tower is structurally unsound for use as a water tower, including, but not limited to, consideration of age of the structure, damage or destruction of all or part of the Tower or the Property from any source or factors relating to condition of the Property;

(v) by Landlord if Tenant's use of the Property becomes illegal under any federal, state, or local law, rule, or regulation.

(vi) If, during the term of this Lease, Landlord determines that the Leased Premises are needed by Landlord, which cannot be suitably located elsewhere and which would exclude Tenant's Antenna Facilities and all other similar uses by any party other than Landlord itself, Landlord may require Tenant to relocate the Antenna Facilities and related structures and equipment to another location on the subject property or to other property owned or controlled by Landlord that is located in the general vicinity of the premise and reasonably suitable for Tenant's Antenna Facilities as

reasonably determined by Tenant, which new location shall then constitute the subject property, Leased Premises, and the improvements subject to this Lease. Landlord shall be responsible for relocating Tenant's existing antenna facilities to the new site.

(vii) by Landlord, as provided in paragraphs 17 and 18 of this Agreement.

(b) If the Property, Tower or the Tenant Facilities subject to this Lease are destroyed, dismantled, condemned or removed, and a replacement Tower is reconstructed anywhere on the Property, Tenant shall have the right to place the Tenant Facilities on the new replacement Tower at Tenant's cost and in a similar manner as the Tenant Facilities on the existing Tower.

(c) Upon termination of this Lease for any reason, Tenant shall remove its equipment, personal property, Tenant Facilities, structures, and leasehold improvements from the Tower and the Property within sixty (60) days after the date of termination and shall restore the Tower and the Property to the condition they were in on the commencement date of the term of this Lease all at Tenant's sole cost and expense. Any personal property, equipment, or other improvements which are not removed by either Tenant within sixty (60) days after the date of termination shall either be removed by Landlord at Tenant's expense or shall become the Property of Landlord, at Landlord's option, subject to any valid and existing purchase money security interests in and to such assets of Tenant.

11. Insurance.

(a) General. At all times during the term of this Lease, Tenant shall keep in force and effect all insurance policies as outlined below, issued by a company or companies reasonably approved by Landlord and licensed to do business in the State of Wisconsin. Such approval shall not be unreasonably withheld, conditioned, or delayed. All contractors and subcontractors who perform work on the Property shall carry, in full force and effect, worker's compensation, commercial general liability and automobile liability insurance coverages of a type that Tenant is required to obtain under this paragraph with the same limits. Upon the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Tenant will furnish Landlord with a Certificate of Insurance. The Certificate shall reference this Agreement and Worker's Compensation and property insurance waivers of subrogation required by this Agreement. Landlord will be given fifteen (15) days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Landlord, its City Council, and any other of its boards, commissions, agencies, officers, employees, and representatives (collectively, "Additional Insured Parties") shall be named as Additional Insured Parties under all of the policies except worker's compensation policies, which shall be so stated in the Certificate of Insurance and such insurance shall be primary. All policies, other than worker's compensation, shall be written on an occurrence and not on a claims basis. Tenant shall defend, indemnify, and hold harmless Landlord and Additional Insured Parties from and against payment of any deductible and payment of any premium on any policy required under this paragraph.

(b) Worker's Compensation and Employer's Liability Insurance. Statutory worker's compensation benefits and employer's liability insurance with a limit of liability no less than \$100,000 each incident.

(c) Commercial General Liability Insurance. Policy will be written to provide coverage, for but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form Property damages, independent contractor's coverage, and coverage for Property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage). Limits of liability not less than \$1,000,000 general aggregate, \$100,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence. Coverage shall not exclude claims or suits that arise from the effects of electromagnetic fields or radiation. To the extent such coverage cannot be obtained through commercial general liability insurance, Tenant shall obtain equivalent insurance to insure the property against environmental hazards.

(d) Automobile Liability Insurance. Business automobile policy covering all owned and hired private passenger autos and commercial vehicles. Limits of liability not less than \$300,000 per each occurrence (\$1,000,000) aggregate.

(e) Umbrella Liability Insurance. Coverage to be in excess of employer's liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate.

The aforesaid limits of liability may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans or laws which would materially increase or decrease Landlord's or Tenant's exposure to risk. Notwithstanding the foregoing, Tenant shall have the right to self-insure with respect to any of the above insurance requirements, provided Tenant maintains assets in excess of \$50 Million Dollars.

(f) Worker's Compensation Waiver of Subrogation. Landlord shall not be liable to Tenant, Tenant's contractors or their subcontractors, for any injuries to Tenant's employees or those of its contractors or their subcontractors arising out of, or in connection with, the grant of this Agreement, including any and all work of any type performed upon the Leased Premises or Property, including injuries arising during equipment installation, alteration, modification, improvement, maintenance, repair, replacement, or use, or ingress or egress to or from the Property unless caused by the willful acts, bad faith, or the negligence of Landlord, its agents or employees.

Tenant shall waive any and all right of recovery from Landlord for worker's compensation claims made by their respective employees and shall obtain such waiver from their worker's compensation insurer. Tenant, for itself and its contractors and their subcontractors, agrees that the indemnification and hold harmless provisions

within this Agreement extend to any such claims brought by or on behalf of any employee or Tenant, any contractor of Tenant, or their subcontractors.

(g) **Property Insurance.** Landlord and Tenant will be responsible for maintaining Property insurance in its own buildings and other improvements, including all equipment, fixtures, utility structures, fencing, or support systems that may be built or placed upon the site fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as “extended coverage” insurance or self-insure such exposures. To the extent covered by property insurance, Tenant and Landlord hereby release each other from, and waive all rights against each other for, any loss or damage to the Property caused by fire or other peril if the Property is insured for such loss or damage in any policy of insurance even if such loss or damage is caused by the fault or negligence of the other party or anyone for which such party is responsible. Tenant and Landlord agree that to the extent any such policy of insurance provides a right of subrogation in the insurer, each will obtain from its insurance carrier a waiver of subrogation for the matters here described in any such policy of insurance. The policies will provide such waivers of subrogation by endorsement or otherwise.

12. **Damage or Destruction of Property.** If the Property, Tower, or Antenna Facilities are destroyed or damaged so as, in Tenant’s judgment, to render the site unusable as an antenna facility, Tenant may elect to terminate this Lease upon 30 days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of rent paid for the period that the property was unusable.

13. **Indemnification.** Tenant shall defend, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, whether existing now or in the future, and their respective officials, departments, agencies, counties, boards, representatives, employees, agents, contractors and attorneys (collectively “Indemnified Parties”) against any and all liability, claims, costs, damages, expenses, demands, lawsuits or disputes (including reasonable attorney fees of counsel selected by Landlord and all other costs and expenses of litigation) except to the extent caused by or attributed to the negligence or intentional and willful acts of Landlord, its agents, employees, contractors or servants, arising in any way from (i) any condition, occurrence, or accident upon the Property which causes injury or illness to any person or persons whomsoever or to any Property whatsoever arising in any way from the installation, presence, operation, maintenance, or removal of the Tenant Facilities; (ii) work, labor, material, or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the premises or communications facilities, including any claim or lien arising there from; (iii) Tenant’s breach of any warranty, representation, obligation, or other provision of this Lease; and (iv) any financing or securities offering by Tenant or its affiliates for violations of common law or any laws, statutes, or regulations of the State of Wisconsin or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise. This indemnification language specifically includes,

among other things, any and all liability related to, or associated with, exposure to electromagnetic fields or radio frequencies.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Landlord: City of De Pere
 City Administrator
 335 South Broadway
 De Pere, Wisconsin 54115
 Phone #: (920) 339-4044

If to Tenant: c/o Cingular Wireless LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #:WI603 (Matthew Water Tank)
 6100 Atlantic Boulevard
 Norcross, Georgia 30071

with a copy to: Cingular Wireless
 Attn.: Legal Department
 Re: Cell Site #:WI603 (Matthew Water Tank)
 15 E Midland Ave.
 Paramus, NJ 07652

15. Representations and Warranties.

(a) Landlord warrants that (i) it has full right, power, and authority to execute this Lease; and (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except as may be disclosed by review of title. Landlord warrants that Tenant shall have the quiet enjoyment of the Property during the term of this Lease in accordance with its terms.

(b) Tenant represents and warrants that its use of the subject Property will not generate any hazardous substances, that it will not unlawfully store or dispose on the Leased Premises or unlawfully transport to or over the subject Property any hazardous substances, and that its Tenant Facilities, structures, and equipment do not constitute or unlawfully contain and will not generate any hazardous substance. "Hazardous substance" shall be interpreted to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Tenant shall defend, indemnify, and hold harmless Indemnified Parties from and against any and all liability, loss, cost, damage, and expense, including reasonable attorney fees arising out of the release, threatened release, storage or discovery of any such hazardous wastes or hazardous substances on, under or adjacent to the subject Property as a result of activities of Tenant.

Tenant further agrees to defend, indemnify, and hold harmless the Indemnified Parties from and against any and all liability, loss, cost, damages, and expense, including reasonable attorney fees which may arise in the event of breakage, leakage, incineration, or other disaster occurring on the Property which causes release of any hazardous waste or substance from materials owned or operated by Tenant.

(c) Landlord represents that it has no knowledge of any toxic or hazardous substances or chemicals in excess of naturally occurring concentrations on the site that are identified as hazardous or toxic in any applicable federal, state, or local law or regulation.

(d) Tenant, at its own cost, has the right to obtain an environmental analysis, engineering study and a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such environmental analysis, engineering study or title commitment shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Property or such environmental analysis or engineering study is deemed unsatisfactory in Tenant's reasonable discretion, Tenant shall have the right to cancel this Lease immediately upon written notice to Landlord.

16. Assignability. Tenant may not assign or sublet this Lease without the prior written consent of Landlord except to any entity which controls, is controlled by, or is under the common control with Tenant, or to any entity resulting from any merger or consolidation with Tenant, or to any partner of Tenant, or to any partnership in which Tenant is a general partner, or to any person or entity which acquires all of the assets of Tenant as a going concern, or to any entity which obtains a security interest in a substantial portion of Tenant's assets.

17. Taxes: No Liens. Tenant shall pay, and be responsible for, any and all personal and real estate taxes and assessments, general and special, levied and assessed against, or with respect to, or measured by, the Tenant Facilities. If any sales, use, income, or other tax is ever assessed or levied against the Lease fee, charges payable by Tenant under this Lease or that otherwise relates in any way to this Lease, Tenant shall pay that tax upon demand by Landlord. Tenant shall not do anything which might cause or result in, and shall not permit the filing of, a lien against any part of the Property, whether filed against Landlord or Tenant.

18. Default. Tenant shall be deemed in default hereunder upon occurrence of any of the following events: (a) Tenant defaults in the payment of the Lease fee or any other sums to Landlord when due and does not cure that default within twenty (20) days after receipt of written notice of default; (b) Tenant default in the performance of any other term of this Lease or any other agreement between Tenant and Landlord and does not cure that default within thirty (30) days after written notice thereof by Landlord, provided that such period shall be extended as reasonably necessary in the event that Tenant is proceeding in good faith with due diligence to cure such default but is unable to do so within thirty (30) days; (c) Tenant abandons or vacates the Property, excepting those provisions contained herein; (d) Tenant files for relief under federal bankruptcy

laws or makes any assignment for the benefit of creditors; or (e) Tenant becomes insolvent.

19. Remedies on Default. In the event of any default by Tenant, Landlord may, in addition to any other remedy it may have under law, serve a written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than ten (10) calendar days after the date of service of such notice, and this Lease shall expire on the date so specified as if that date had been originally fixed as the expiration date of the term granted herein. In the event this Lease is so terminated, Tenant shall immediately pay Landlord a sum of money equal to the total of (a) the unpaid consideration accrued through the date of termination; (b) an amount equal to twelve (12) months rent; and (c) all other amounts reasonably necessary and documented to compensate Landlord for damages caused by Tenant's failure to perform.

20. Survival of Provisions. All indemnification obligations of Tenant under this Lease shall survive the expiration of earlier termination of this Lease.

21. Assumption of Risk. Tenant undertakes and assumes for its officers, agents, affiliates, and employees (collectively "Tenant" for the purpose of this paragraph) all risk of dangerous conditions, if any, on or about the Property. Tenant shall provided Landlord Indemnification and Hold Harmless Agreements signed by Tenant and all contractors and subcontractors, which substantially conform with paragraph 12(ii) herein, which shall indemnify and save harmless Landlord for all claims/injuries as provided therein.

22. Successors and Assigns. This Lease shall run with the Property described in Exhibit A. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

23. Miscellaneous.

(a) Each party agrees to furnish the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request. Either party shall, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification or amendment to this Lease must be in writing and executed by both parties.

(c) This Lease shall be construed in accordance with the laws of the State of Wisconsin.

(d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(e) Upon Landlord's request, Tenant shall provide Landlord with copies of all petitions, applications, reports and communications submitted by Tenant to the FCC, Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter affecting this Lease or Tenant's operation of its Antenna Facilities.

(f) Nothing contained in this Lease shall limit or interfere with, or be construed to limit or interfere with, any of Landlord's regulatory powers, including, Landlord's authority to enforce its municipal ordinances, include its zoning code.

(g) No provision of this Lease is intended to be, or shall be construed as, a waiver for any purpose by Landlord of the provisions of Section 893.80 of the Wisconsin Statutes or other applicable limits on municipal liability. No indemnification provision contained in this Lease shall be construed to in any way limit any other indemnification provision contained in this Lease.

24. Attorney Fees. Tenant covenants and agrees to pay and discharge all reasonable costs, attorney fees, and expenses which shall be made and incurred by Landlord in the negotiation and preparation of this Lease, which fees (including costs and expenses) shall not exceed actual expenses of \$1,000. The parties understand that payment of this amount by Tenant under this paragraph shall be in satisfaction of any obligations to pay attorney fees and expenses under any of the agreements or conditions named in this paragraph. This Lease shall not become effective until such fees and costs are paid.

25. Title/Lien Waiver. Title to Tenant's communication equipment, antenna, cabling and lines and all other property of Tenant ("Tenant's Equipment") shall be held by Tenant. Tenant's Equipment shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove all Tenant's Equipment at its sole expense before or within thirty (30) days subsequent to the expiration or earlier termination of the Agreement; provided, however, that Tenant is not in default of the Agreement and Tenant repairs any damage to the Leased Premises caused by such removal.

CITY OF DE PERE, LESSOR

Michael J. Walsh
Michael J. Walsh, Mayor

David G. Minten
David G. Minten, Clerk-Treasurer

Personally came before me this 10th day of November, 2005 the above-mentioned Michael J. Walsh and David G. Minten to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Annika L. Buckner
Notary Public, Brown County, Wisconsin
My Commission expires 10-15-06
(is permanent)

NEW CINGULAR WIRELESS PCS, LLC, TENANT

By: Scott A. Root

Name: SCOTT A ROOT

Title: Real Estate & Construction Manager

Personally came before me this 29th day of November, 200 , the above-mentioned SCOTT A. ROOT to me known to be the person who executed the foregoing instrument and acknowledge the same.



Deadra R. Cannon
Notary Public, Will County, Wisconsin ILLINOIS
My Commission expires 10-05-09
(is permanent)

H:\cblohow\Agreements\Matthew Street Tower Lease Agreement 10-5-05.doc

Attachment: ATT Matthew Lease - original lease (2049 : Resolution #14-38, AT&T's Amendment to Current Lease Agreement on Matthew's

PROJECT INFORMATION

SCOPE OF WORK: UNMANNED TELECOMMUNICATIONS FACILITY MODIFICATIONS
 SITE NAME: MATTHEWS WT
 SITE ADDRESS: 1725 E. MATTHEW DRIVE
 DE PERE, WI 54115
 COORDINATES: N 44° 25' 45.23"
 W 88° 05' 25.85"
 JURISDICTION: BROWN COUNTY, WISCONSIN
 NEW USE: TELECOMMUNICATIONS FACILITY

DRAWING INDEX

REV

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C-05	CONSTRUCTION NOTES	A
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C-09	STRUCTURAL DRAWINGS	A
E-01	ELECTRICAL NOTES & DETAILS	A
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E-03	SINGLE LINE DIAGRAM & DETAILS	A
E-04	GROUNDING DETAILS	A
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E-06	TELCO INTERFACE	A
E-07	SECTORS A & B	A
E-08	SECTOR C & ANTENNA CONFIGURATION	A
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E-11	ELECTRICAL NOTES & DETAILS	A
	SURVEY	A

NOTES

SEE THE FOLLOWING NOTES, SYMBOLS AND DETAILS, BECHTEL DOCUMENT NUMBER 782-000-A3-EF-00001 FOR THE IMPLEMENTATION OF THIS SITE DESIGN PACKAGE:

CONCRETE AND REINFORCING STEEL NOTES	(DETAIL 102)
REST BURIED CONDUIT DETAIL	(DETAIL 103)
ABBREVIATIONS & SYMBOLS	(DETAIL 112)
ROUND ROD DETAIL	(DETAIL 114)
INSTALLATION OF GROUND WIRE TO GROUND BAR	(DETAIL 118)
WIRE REFERENCE GROUND BAR	(DETAIL 119)
INSTALLATION OF CABLE GROUNDING KIT	(DETAIL 121)
INSTALLATION OF GROUND WIRE TO GROUND BAR	(DETAIL 122)
INSTALLATION OF CABLE GROUND KIT	(DETAIL 123)
PLAN VIEW - TOWER DETAIL	(DETAIL 612)
E WORK GENERAL NOTES	(DETAIL 619)
STRUCTURAL STEEL NOTES	(DETAIL 620)
GROUNDING NOTES	(DETAIL 621)
ELECTRICAL INSTALLATION NOTES	(DETAIL 622)
WIRE NOTES	(DETAIL 623)
WIRE FENCE	(DETAIL 624)
WIRE CORNER, GATE, END OR PULL POST	(DETAIL 627)
SPECIAL WOVEN WIRE FENCE NOTES	(DETAIL 628)
ROUND ROD WITH ACCESS AREA	(DETAIL 644)
T FENCE	(DETAIL 901)
TELCO INTERFACE	(DETAIL 1007)
FRAME DETAIL	(DETAIL 1010)
PUNCHDOWN BLOCK	(DETAIL 1017)



SITE NUMBER: WI6303
SITE NAME: MATTHEWS WT

CO-LOCATE ON EXISTING 140' WATERSPHEROID WATERTANK

DRIVING DIRECTIONS:

FROM MILWAUKEE TAKE US 41 NORTH TO GTH F (SCHERUING RD.) EXIT 161 EAST
 1/4 MILE TO MATTHEW DRIVE. FOLLOW MATTHEW DRIVE AROUND TO SITE ENTRANCE.

VICINITY MAP



SITE QUALIFICATION PARTICIPANTS

A/E	NAME	COMPANY	PHONE NUMBER
SAC	MARK ALLEN	MAGTECH SERVICES, INC.	(260) 438-2688
RF	JEFF FOWLE	POH, INC.	(414) 507-2204
CON	DAN SOBCEK	CINGULAR	(414) 688-2353
LANDLORD	LOHNY FREDRICK	BECHTEL	(414) 610-7148
SURVEYOR	ROY SIMONSON, DIRECTOR	CITY OF DE PERE	(920) 338-8065
	ANTHONY LULLOFF	AERD METRIC, INC.	(920) 848-7708

A/E DOCUMENT REVIEW STATUS

Status	Code
1	Accepted- With or no comments, construction may proceed
2	Not Accepted resolve comments and resubmit
Acceptance does not constitute approval of design details, calculations, analyses, test methods or materials developed or selected by the subcontractor and does not relieve subcontractor from full compliance with contractual obligations.	
	ENG CONST
Reviewed	
By	Date

CINGULAR WIRELESS APPROVAL

Real Estate:	Date
RF:	Date
Operations:	Date

APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (LAJ) FOR THE LOCATION. THE EDITION OF THE A/JI ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
 [INTERNATIONAL BUILDING CODE (IBC), 2000 AS ADOPTED BY LOCAL BUILDING AUTHORITY] WITH WISCONSIN COMMERCIAL BUILDING CODE, CHAPTERS 61-65.

ELECTRICAL CODE:
 [NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 - 2002, NATIONAL ELECTRICAL CODE 16, AS ADOPTED BY LOCAL BUILDING AUTHORITY]
 LIGHTNING PROTECTION CODE:
 [NFPA 780 - 2000, LIGHTNING PROTECTION CODE]

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
 AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION
 TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-F, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES
 TIA 507, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
 IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS

TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS

ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

DETAIL 103
 N.T.S.



MAGTECH
 SERVICES INC.
 8402 CORPORATE DRIVE
 BROWNSVILLE, IN 47602
 (317) 832-0222 • (317) 471-1234 FAX

MATTHEWS WT
SITE NO. WI6303
 1725 E. MATTHEW DRIVE
 DE PERE, WI 54115

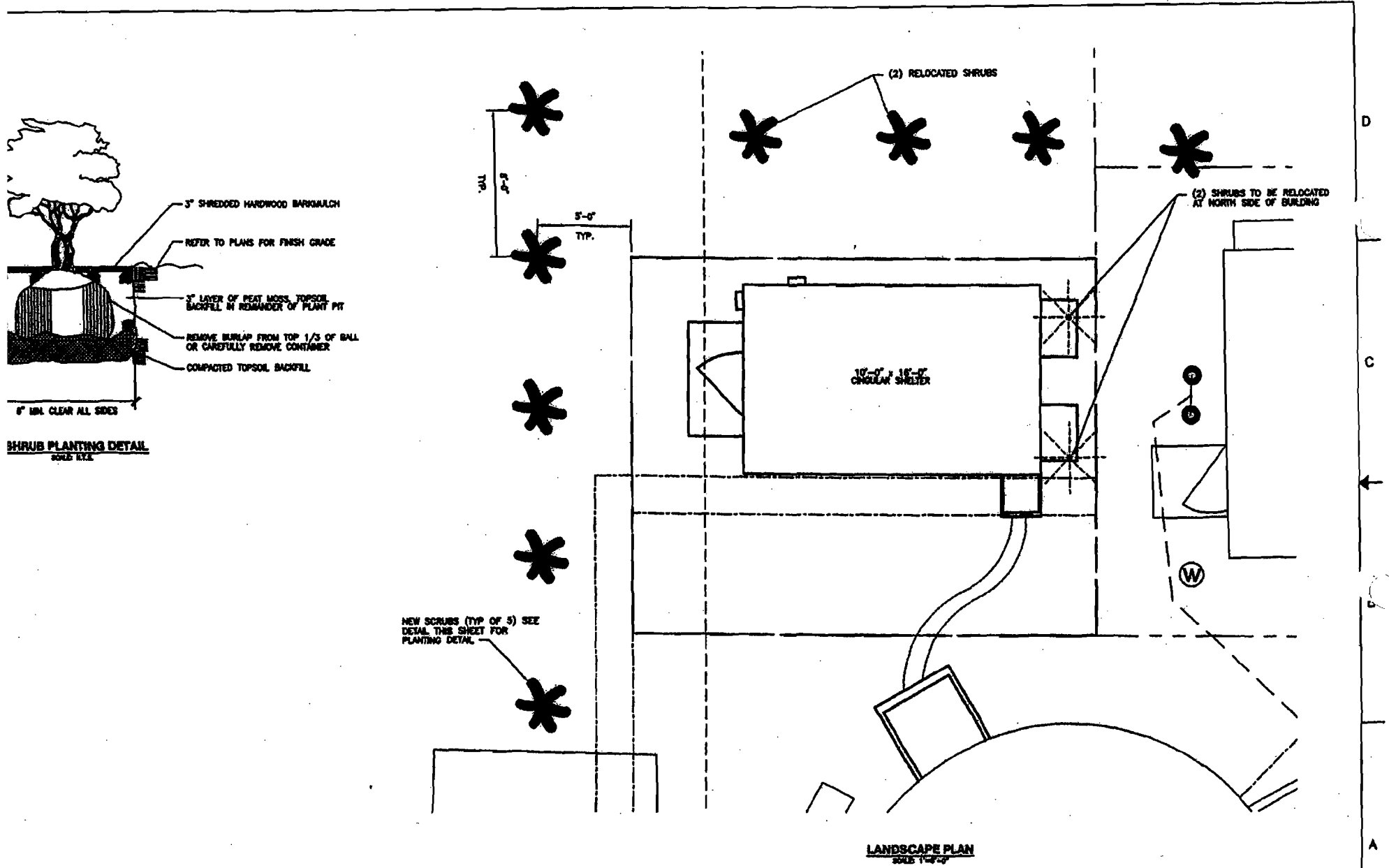


NO.	DATE	REVISIONS	BY	CHK	APP
1	07/07/06	BUILD FOR REVIEW			
2		REVISIONS			
3		DESIGNED BY: NEW			
4		DRAWN BY: NEW			

CINGULAR WIRELESS

TITLE SHEET

JOB NUMBER	REV	REVISION
079-0180	000	WI6303 T-01



MAGTECH
SERVICES INC.
8400 CORPORATE DRIVE
INDIANAPOLIS, IN 46276
317-471-1234 FAX

MATTHEW'S WT
SITE NO. W16303
1725 E. MATTHEW DRIVE
DE PERE, WI 54115



NO.	DATE	REVISIONS	BY	CHK	APP
1	10/11/06	DESIGNED FOR READY	RF	MA	MA
2	10/11/06	DESIGNED BY SDW	SDW	BY	SDW
3	10/11/06	DESIGNED BY SDW	SDW	BY	SDW

CINGULAR WIRELESS

LANDSCAPE PLAN

JOB NUMBER	JOB JOB	PROJECT NUMBER	REV
076-0160	***	W16303	L-01

Exhibit C

Plans and specifications
(to be attached upon approval of Lessor)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 15, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Shannon Metzler

SUBJECT: Resolution #14-39, Amending Addendum R of the City of De Pere Employee Manual regarding coverage for Medicare eligible for employees retiring after October 1, 2014.

ATTACHMENTS:

- Reso14-39 (DOCX)
- Employee Policy Manual Addendum R (PDF)

RESOLUTION #14-39

AMENDING ADDENDUM R OF THE CITY OF DE PERE EMPLOYEE MANUAL
REGARDING COVERAGE FOR MEDICARE ELIGIBLE
FOR EMPLOYEES RETIRING AFTER OCTOBER 1, 2014

WHEREAS, the Finance/Personnel Committee has reviewed the current policy regarding continued health insurance coverage for Medicare eligible retirees; and

WHEREAS, the Committee has reviewed the recommendation of the Human Resources Director regarding Medicare eligible retirees as more fully set forth below and recommends approval thereof.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves amending Addendum R of the City of De Pere Employee Policy Manual as follows:

VI. SICK LEAVE AND RETIREMENT

Add the following paragraph to the end of this section:

Employees who retire on or after October 1, 2014 shall not be allowed to remain on the City provided group hospitalization and medical insurance plan after becoming Medicare eligible. A non-Medicare eligible spouse of a Medical eligible employee may remain on the City provided group hospitalization and medical insurance plan until becoming eligible for Medicare.

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 15th day of

April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

CITY OF DE PERE	
Title: SICK LEAVE PROGRAM AND POLICY	Last revised: DECEMBER 17, 2013

serious discipline, up to and including discharge. The City reserves the right to investigate use and require documentation from the employee to support the use of sick leave. Such supporting documentation, however, will not negate the City's right to discipline any suspected abuses of sick leave. Supervisors and department heads have a responsibility to review sick leave voucher forms, monitor the number of sick events of their employees, and direct false or excessive sick leave usage to be investigated.

IV. SICK LEAVE AND FAMILY OR MEDICAL LEAVE

All of this information from the employee is necessary and important for the City to determine the employee's eligibility for sick leave and family or medical leave, whether a temporary or permanent replacement for the employee is needed, whether further medical information will be needed to evaluate whether the employee may create a risk to the health and safety of the employee or others in the City, whether reasonable accommodation may need to be considered, whether sick leave is the proper leave to use or whether other leave or no leave is appropriate, and whether the City may consider further inquiries into the use of leave for other business-related reasons, including for investigatory purposes. The City may require a doctor's certificate verifying the necessity for absences and the specific illness, injury or other disability to which the absence is attributed. When a serious illness or injury keeps an employee from work, or is expected to keep them from work for more than three consecutive work days, an FMLA Leave Request Form and a Physician's Certification Form shall be completed. Any leave taken for this reason will be applied toward an annual FMLA leave entitlement whether or not FMLA leave is requested. Individual departments may also require a sick leave request form for lesser periods of time for department purposes. A fitness for duty certificate shall be required before an employee is allowed to return to work when absent for his or her own health condition.

V. SICK LEAVE AND WORKERS' COMPENSATION

Workers' compensation insurance provides salary compensation to employees who are injured while performing their work duties after the employee has missed four consecutive calendar days of work, due to an injury on the job. The employee's sick leave balance will be used for the employee's salary until workers' compensation benefits begin. The employee's sick leave balance will be converted to dollars and the sum will be used to make up the difference between workers' compensation benefits and the employee's salary. Provided the employee does not reject any offered light duty assignments, when the employee's sick leave is exhausted, the City will pay the employee's salary minus any benefits received from workers' compensation for no more than 60 days or until the employee receives benefits from the disability insurance plan.

VI. SICK LEAVE AND RETIREMENT

Upon an employee meeting the minimum qualifications and applying for a retirement annuity from the Wisconsin Retirement Fund or any employee receiving a disability annuity as defined by Wis. Stat. § 40.02(21), and having 5 years of consecutive service in a regular part or full-time position with the City, the City shall credit 100% of the accrued

CITY OF DE PERE	
Title: SICK LEAVE PROGRAM AND POLICY	Last revised: DECEMBER 17, 2013

and unused sick leave credited to that employee as of the date the employee terminates his or her employment with the City, up to a maximum of 120 days. Employees who have accumulated sick days in excess of 120 days as of January 1, 2009 shall have such balance as their maximum accumulated sick leave balance. The City shall credit to the account of such employee an amount equal to the employee's then-existing rate of pay times 100% of the accrued and unused sick leave up to that maximum balance. The amount so determined may be used by the employee until such amount is exhausted to either pay the monthly premiums for group hospitalization and medical insurance provided by the City, subject to the approval and requirements of the insurance carrier and/or policy provided by the City, or on a quarterly basis for reimbursement of hospitalization and medical insurance premiums of the employee's choosing. Prior to such reimbursement, the employee shall submit evidence of current, active enrollment in a hospitalization or medical plan. Such evidence may include, at the discretion of the City, the annual plan enrollment card, billings, policy and agent name.

VII. DELAY USE OF BENEFITS

At the option of the employee, the conversion of unused and accrued sick leave as provided herein may be delayed for a period of time not to exceed 60 calendar months from the date of retirement. If the employee opts to delay such benefit, the employee may continue enrollment under the medical plan provided by the City. If the employee, upon retirement or subsequent thereto, terminates enrollment under the policy provided by the City, the employee shall no longer be eligible to renew enrollment thereunder. If the employee opts to delay the benefit as provided herein, upon timely written notice of intent to utilize the benefit, the employee may begin drawing on the escrow to pay the premiums on the policy provided by the City (if the employee has remained enrolled in such program) or to receive quarterly reimbursement for a plan of the employee's own choosing. The City may require evidence of continued enrollment under a plan of the employee's own choosing. Failure to submit such proof of enrollment as required by the City within one month of written request, or failure to request the City to begin to draw on sick leave conversion funds prior to the 60-month anniversary of that employee's retirement shall result in forfeiture of any entitlement to a sick leave conversion benefit as provided hereunder.

VIII. DEPENDENT/SURVIVOR BENEFIT

If an employee eligible for retirement based on his or her age, as provided in Section VI, dies before terminating his or her employment with the City, the City shall credit to an account of the deceased employee, an amount equal to the employee's then-existing rate of pay times the percentage authorized by this policy of the accrued and unused sick leave of that employee at the time of death, up to a maximum of 120 days. This account will apply to the estate of the deceased employee for the purposes of payment of medical plan premiums. A surviving spouse, until remarriage, will be eligible to apply the escrowed funds for payment of monthly medical plan premiums. Likewise, dependent children may request to apply these escrowed funds for payment of monthly medical plan

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: April 15, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Changes to Medicare Eligible Retiree Health Insurance

At that April 8, 2014 Finance/Personnel Committee meeting I reviewed with the committee how our health plan is trending. Please see attached documents. At the meeting, they approved a recommendation to the City Council to:

1. Increase the premium for Medicare eligible participants on the City's health plan from 50% to 90% of the active rate effective October 1, 2014.
 - They also recommended to adopt a policy (by resolution on this agenda) for employees that retire after October 1, 2014, (with the exception of represented public safety employees covered under a labor contract) to no longer be able to stay on the City's insurance once they are Medicare eligible.
 - The committee would like the health insurance review team to make a recommendation to the Finance/Personnel Committee on retiree health insurance (those not eligible for Medicare).
 - The committee would also like the City to obtain pricing to become fully-insured for our health insurance.

ATTACHMENTS:

- recommendations memo regarding retirees April 2014 (DOCX)
- MEA Contract Language for Retirees (PDF)
- Copy of 2013 retiree cost graphs under 65 II (XLSX)
- Copy of 2013 Retiree cost graphs over 65 II (XLSX)

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: End of Year Report on Health Insurance Plan & Rates Paid by Retirees
 Date: April 2, 2014

At the February Finance/Personnel Committee meeting I talked about how our health plan is trending. As mentioned at the meeting, 2013 was not a good year and we are in need of some changes with our health plan. We discussed the rates retirees are paying for health insurance and the amount that the City is subsidizing. We informed the committee that this was brought to the February meeting for informational purposes, but planned to bring it back to this meeting so we could have a chance to inform the retirees that we would be discussing this item.

The City has been subsidizing the retiree's portion of the medical plan for several years. Currently, retirees over the age of 65 pay only approximately 50% of the active employee rate for their insurance, which has attributed to a large subsidy on the part of taxpayers. (The standard rate for a retiree with Medicare paying primary is 90% of the active employee rate). Although retirees under the age of 65 pay 102% of the active premium, this portion of the medical cost has also been subsidized. In total, the City has been subsidizing approximately \$1.4 million over a 9-year period.

2013 Plan Year

Unfortunately our rates (premium rates) did not come close to paying our costs in 2013. Our goal is to have a reserve of \$800,000 for the health plan. We started 2013 with \$350,000 in reserves and our goal was to build that reserve balance up over the next few years. Unfortunately, at the end of 2013, we had \$30,000 in reserves.

The rate being charged for active employees is covering the costs of claims as we ended the year at 99%; so slightly under budget. Looking at the claims over the past several years, the rate being charged for active employees is covering their costs. However, that is not the same for retirees under the age of 65 and those eligible for Medicare (65+ years of age). Costs for retirees under the age of 65 were at 196%, and costs for Medicare eligible (65+) retirees were over 300%.

2014 Plan Year

We increased our premiums 10% going into 2014. That is a large increase and we were hoping that would have a positive effect on our plan. Unfortunately our plan has spiraled quickly. Looking at claims for the first two month in 2014, our plan is in the negative and we have depleted our entire reserve balance. The entire plan has a negative balance of \$63,023. At this rate we will have a negative fund balance of over \$600,000 by the end of 2014. The first month of 2014 the 65+ group was at 965%; so over 9x's as much. The under 65 group of retirees are at 300%. Therefore, our plan is in need of immediate changes.

If we were to increase the retiree rates based on the average subsidized by the City from 2007 through 2012, the increases would be 57.5% for the over 65 retirees and 103.1% for the retirees under age 65 years of age.

It has been mentioned by some former employees that retirees were promised that their health insurance rates would stay the same or that they negotiated the benefits. I've attached the language that was previously in the MEA and Engineering labor contracts. The language discusses that insurance will be

offered, but makes no mention of the premium that would be charged. The City did not make any promises and has no contractual obligation to subsidize their health insurance or medical care costs.

RETIRES UNDER 65

The retirees under age 65 currently pay 102% of the rate that active employees pay.

Current City Plan

Level of Coverage	Total # Members on Plan	2014 Retiree Premium Rates
Single under 65	6	\$689.40
Employee +1 under 65	6	\$1,283.10
Family under 65	0	\$2,104.48

As a comparison, if retirees under age 65 were to purchase coverage on the public Marketplace (Exchange), the costs in Brown County would vary, depending on the carrier. Following is an example of those ranges for a Silver plan, which is comparable to the City's plan for premium costs, but may have higher deductible and out-of-pocket costs:

Exchange Rates (Only for those under 65)

Type of Coverage	Range of Monthly Premium Rates (rates are based on age ranges from 50 to 64 and do not include subsidies for which individuals may be eligible)	Deductible and Out of Pocket Costs for Silver Level Plans on the Exchange (In-Network)	Deductible and Out of Pocket Costs on City's Plan (In-Network)
Single under 65	\$350 to \$835	Deductible: \$1500 to \$4500 Out of Pocket: \$3,600 to \$6,350	Deductible: \$1,500 Out of Pocket: \$1,900
Employee + 1 under 65	\$700 to \$1,760	Deductible: \$3,000 to \$9,000 Out of Pocket: \$7,200 to \$12,700	Deductible: \$3,000 Out of Pocket: \$3,800
Family of 3 under 65 (child under 21)	\$830 to \$1,875	Deductible: \$3000 to \$9,000 Out of Pocket: \$7,200 to \$12,700	Deductible: \$3,000 Out of Pocket: \$4,200

MEDICARE ELIGIBLE RETIREES

Most groups that offer insurance to retirees don't continue to offer the insurance after the retirees are eligible for Medicare. For those groups that do, we have done a comparison of Medicare rates provided to us by our consultant, McClone, and our carrier, Humana, shows that most groups that offer coverage for retirees over age 65 charge a higher Medicare rate than the City's current structure. Generally, that charge is 90% of the active employee rate, when the plan coordinates and is secondary to Medicare

coverage. As indicated above, the City only charges approximately 50% of the active rate. If the City were to follow general practice with Medicare rates, the change would be as follows:

Current City Plan

Level of Coverage	Total # Members on Plan	2014 City Medicare Premium Rates (approximately 50% of City premium)	Standard Medicare Rates (90%)
Medicare Single over 65	6 + 2 COBRA	\$337.79	\$608.00
Medicare Two over 65	1	\$641.53	\$1,216.00
Medicare one over one under 65	4	\$846.84	\$1,283.88

Over the past two years we have been communicating to the Medicare eligible retirees that are on the City's health insurance, educating them on Medicare and the costs associated with that. Some have cancelled the City's plan as they have discovered that a Medicare Supplement or Medicare Advantage plan was a much cheaper option for better coverage.

As a result of these comparisons, we would like direction on how you would like to proceed.

OPTIONS

We can change the premium level that retirees and Medicare eligible retirees pay, however; we still need to offer them coverage. We could, however, no longer offer coverage to employees who retire in the future after a certain date.

Below I've outlined the different options that are available.

Retirees Under 65 (In 2013, the City subsidized \$189,975 for this group of 12-15 members)

1. Increase premium levels- (All retirees would be affected) If the City would have increased the retiree rates by 103.1% in 2013, we would have a positive fund balance of \$14,576 at the end of the year and a savings of \$204,552 for retirees. The 103.1% increase would have put that group paying slightly above their costs; however, the increase amount was determined by looking at the average claims over a 7 year period.
2. No longer offer coverage for those retirees that retire in the future. (This excludes represented public safety officers who have a labor contract which states the City will offer coverage.) The amount that would be saved making this change is unknown.
3. Offer to pay retirees money each year to purchase other insurance. For 2013, we gave \$13,000 on average per retiree. (i.e. could give \$5,000 to each retiree per year and still save money) If we gave \$5,000 to each retiree that is currently on the plan and each member cancelled the City's plan, there would have been a savings of \$129,975 in 2013.

4. No Change

Medicare Eligible Retirees (In 2013, the City subsidized \$153,402 for this group of 11-16 members)

1. Increase premium levels (All retirees would be affected) If the City would have increased the rates by 57.5% in 2013, this would only have cost the City \$35,756 in 2013 so there would have been a savings of \$117,647.
2. No longer offer coverage for those retirees that retire in the future. (This excludes represented public safety officers who have a labor contract which states the City will offer coverage). The amount saved making this change is unknown as the amount would vary based on the number of employees that retire per year.
3. No Change

In October of 2013 the Health Insurance Review Team met. This team is comprised of nine employees in management and non-management positions. At that time, purchasing insurance through the exchange was still very challenging. Therefore, the team did not discuss increasing the rate for retiree insurance and decided to hold off on that discussion at that time. They did recommend that the City no longer offer insurance for those 65+ that retire in the future. They also recommend increasing the Medicare premium from 50% to 90% being they are able to purchase insurance through Medicare. They felt a 6 month period of time was an adequate amount of time to provide notice of the rate increase, and in the meantime, to hold additional meetings with Medicare experts to help educate them.

H. Health Insurance Advocacy Program

The City will make available a health insurance advocacy program for plan participants.

Dental

The City shall provide dental insurance coverage equivalent to that provided on June 1, 1987, or as otherwise mandated by the laws of the State of Wisconsin. Effective January 1, 2006, the City will pay up to a maximum of \$30 per month toward the monthly premium cost for such coverage.

Illness/Injury/Incapacitation

The City will continue to contribute at the rate above for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or injury other than work related illness or injury.

Retiree Participation

Upon retirement, an employee may, at his/her option, continue to be covered and insured under the City's hospitalization and medical insurance plan subject to the approval and requirements of the insurance carrier or policy carried by the City. A retired employee exercising such option shall be solely responsible for, and shall bear all the expense of, premium costs for such extended coverage. Upon death of an active or retired employee, the surviving spouse or dependent children shall be eligible for extended coverage under the group hospitalization and medical insurance plan provided by the Employer pursuant to state and federal regulations.

Long-Term Disability

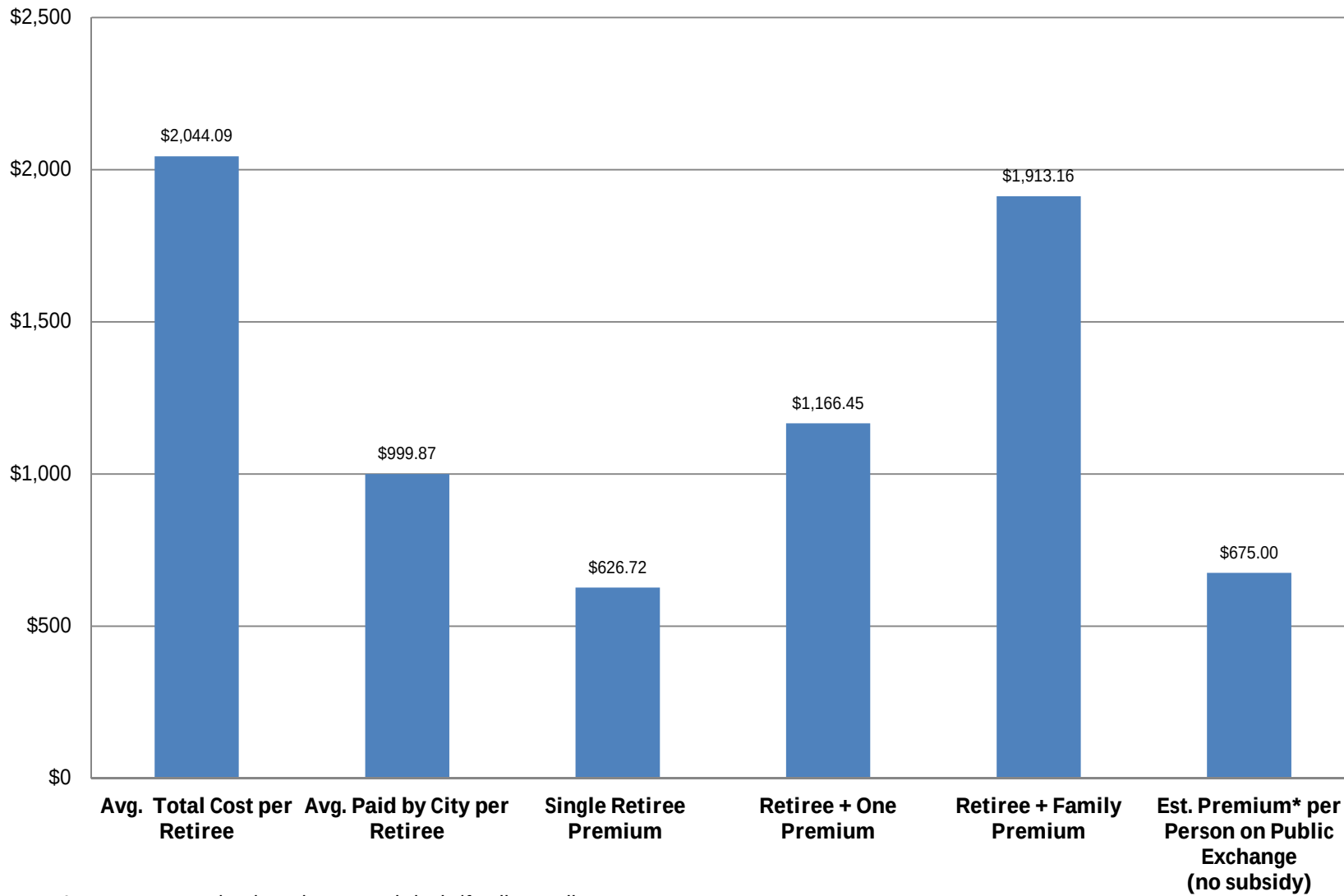
The City will also provide, at no cost to the employee, a long-term disability or income protection insurance plan.

ARTICLE 20

Wisconsin Retirement Fund, Social Security, and Life Insurance

The Employer will pay the Employer's share to the Social Security Fund, Retirement Fund, and the life insurance premiums according to the laws of the State of Wisconsin and the United States and, in addition, will pay up to a maximum of six and five-tenths (6.5%) percent of the salary paid to the employee toward the employee's contribution to the Retirement Fund. The Employer will continue to contribute at the set rate of the life insurance program for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or on-the-job injury. The Employer shall maintain fifty percent (50%) percent post-retirement insurance benefits in accordance with Section 40.13, Wisconsin Statutes, commencing in January following the first November after execution of this agreement. A summary of the municipal retirement plan and the insurance programs of the Employer shall be made available to employees upon request.

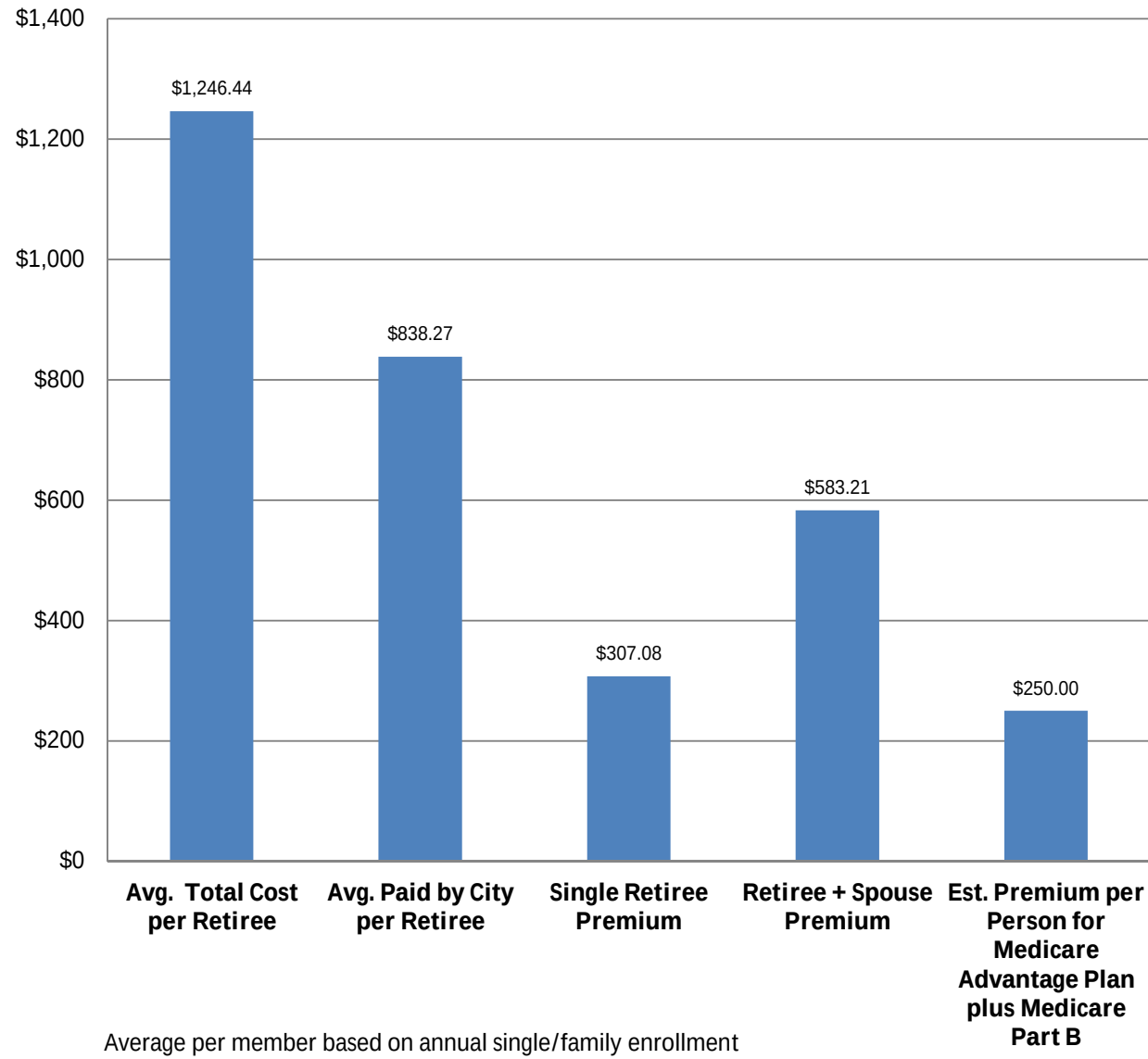
Retirees under Age 65 2013 Medical Costs Paid by Retiree and City



Average per member based on annual single/family enrollment

*Based on adult age 60 for Silver level plan

Retirees Age 65 & Over 2013 Medical Costs Paid by Retiree and City



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

MEETING DATE: April 15, 2014

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Appointments and re-appointments to Boards and Commissions by Mayor Walsh.

ATTACHMENTS:

- April 15, 2014 Appointment Letter (DOC)
- Standing Committee Appointments - 2014 With Times (DOC)

Memo

City of De Pere

To: City Council Members
 From: Michael J. Walsh, Mayor
 Subject: Appointments
 Date: April 11, 2014

I am submitting the following names for appointment/re-appointment at the April 15, 2014 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Board/Commission**Appointment**

Board of Appeals	Bob De Groot/Re-appointment
Board of Appeals	Thomas Keidatz/Re-appointment
Redevelopment Authority	Bill Komsi/Re-Appointment
Housing Authority	Tina Pickard/Re-appointment
Historic Preservation Commission	Adam Turriff/Appointment
Plan Commission	Elizabeth Runge/Re-appointment
Police & Fire Commission	Jefferey Ritter/Re-appointment
Hotel-Motel Commission	Ted Penn/Re-appointment
Board of Review	Becky Fabry/Re-appointment
Board of Review	Laura Rabas/Appointment
Commission on Aging	Carol Peters/Re-appointment

**STANDING COMMITTEE APPOINTMENTS
BY MAYOR WALSH**

April 15, 2014

BOARD OF HEALTH

Meets the third Monday of the month: March, May, September, November

Donovan
Kneiszel

BOARD OF PARK COMMISSIONERS

Meets third Thursday of the month

Donovan
Lueck
Rafferty

FINANCE/PERSONNEL COMMITTEE

Meets second Tuesday of the month

Lueck
Crevier
Donovan
Rafferty

LICENSE COMMITTEE

Meets before each Council meeting; first and third Tuesday of the month

Bauer
Boyd
Kneiszel

BOARD OF PUBLIC WORKS

Meets the first Monday after the first Tuesday of the month

Bauer
Boyd
Kneiszel

HISTORIC PRESERVATION

Meets the third Monday of every month

Crevier

WEED COMMISSIONER

Don Melichar

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

MEETING DATE: April 15, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 4-15-14 VOUCHERS (PDF)

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PACKET: 04335 APR 2014 COUNCIL - 2 4-16-14

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0001	A1 ELEVATOR CORP							
	I-6209	A1 ELEVATOR CORP	R	4/16/2014		120.00CR	071107	
	I-6210	A1 ELEVATOR CORP	R	4/16/2014		148.50CR	071107	268.50
2507	AIS MARKETING INC.							
	I-4181	AIS MARKETING INC.	R	4/16/2014		15.83CR	071108	15.83
2982	ALL CITY COMMUNICATIONS							
	I-4699567-040114	ALL CITY COMMUNICATIONS	R	4/16/2014		318.44CR	071109	318.44
6022	APPLETON POST CRESCENT							
	I-7940054	APPLETON POST CRESCENT	R	4/16/2014		5,084.14CR	071110	5,084.14
5604	AURORA BAYCARE MED CTR LLC							
	I-KK176	AURORA BAYCARE MED CTR LLC	R	4/16/2014		1,600.86CR	071111	1,600.86
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-63943	BADGER MAILING & SHIPPING SYST	R	4/16/2014		44.11CR	071112	44.11
0020	BADGERLAND PRINTING INC							
	I-23352	BADGERLAND PRINTING INC	R	4/16/2014		185.88CR	071113	
	I-23392	BADGERLAND PRINTING INC	R	4/16/2014		175.00CR	071113	
	I-23401	BADGERLAND PRINTING INC	R	4/16/2014		168.00CR	071113	
	I-23402	BADGERLAND PRINTING INC	R	4/16/2014		44.00CR	071113	
	I-23403	BADGERLAND PRINTING INC	R	4/16/2014		42.50CR	071113	
	I-23405	BADGERLAND PRINTING INC	R	4/16/2014		148.00CR	071113	
	I-23414	BADGERLAND PRINTING INC	R	4/16/2014		290.00CR	071113	
	I-23435	BADGERLAND PRINTING INC	R	4/16/2014		44.00CR	071113	1,097.38
0023	BATTERIES PLUS LLC							
	I-501-236153-01	BATTERIES PLUS LLC	R	4/16/2014		9.95CR	071114	9.95
0027	BAY TOWEL INC							
	I-1777788	BAY TOWEL INC	R	4/16/2014		36.40CR	071115	
	I-1781004	BAY TOWEL INC	R	4/16/2014		36.40CR	071115	
	I-1781005	BAY TOWEL INC	R	4/16/2014		57.27CR	071115	
	I-1782940	BAY TOWEL INC	R	4/16/2014		122.83CR	071115	
	I-1782965	BAY TOWEL INC	R	4/16/2014		80.90CR	071115	
	I-1784304	BAY TOWEL INC	R	4/16/2014		52.70CR	071115	386.50
0025	BAYCOM INC							
	I-155326	BAYCOM INC	R	4/16/2014		555.48CR	071116	555.48

Attachment: 4-15-14 VOUCHERS (2065 : Voucher Approval.)

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PACKET: 04335 APR 2014 COUNCIL - 2 4-16-14

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6931	BAYSIDE MACHINE CORP							
	I-29335	BAYSIDE MACHINE CORP	R	4/16/2014		85.00CR	071117	85.00
6849	BONGERS, ERIN							
	I-201404093228	BONGERS, ERIN	R	4/16/2014		298.89CR	071118	298.89
6751	BRIDGEPORT MFG. INC.							
	I-28850-00	BRIDGEPORT MFG. INC.	R	4/16/2014		189.66CR	071119	
	I-28922-00	BRIDGEPORT MFG. INC.	R	4/16/2014		339.05CR	071119	528.71
0038	BROADWAY AUTOMOTIVE INC							
	I-703550	BROADWAY AUTOMOTIVE INC	R	4/16/2014		257.70CR	071120	257.70
0039	BROOKS TRACTOR INC							
	I-D30762	BROOKS TRACTOR INC	R	4/16/2014		215.70CR	071121	215.70
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-24529	BROWN COUNTY PORT SOLID WASTE	R	4/16/2014		13,607.45CR	071122	13,607.45
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-5141205	BRUCE MUNICIPAL EQUIPMENT INC	R	4/16/2014		102.95CR	071123	102.95
6724	CARAHSOFT TECHNOLOGY CORP							
	I-5609590INV	CARAHSOFT TECHNOLOGY CORP	R	4/16/2014		11,400.00CR	071124	11,400.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-183904	CARQUEST AUTO PARTS LLC	R	4/16/2014		5.87CR	071125	5.87
0536	CDW GOVERNMENT INC							
	I-KC66072	CDW GOVERNMENT INC	R	4/16/2014		634.30CR	071126	
	I-KK79554	CDW GOVERNMENT INC	R	4/16/2014		433.80CR	071126	1,068.10
2708	CLEANING SOLUTION SERVICES INC							
	C-05-8947	CLEANING SOLUTION SERVICES INC	R	4/16/2014		1,225.00	071127	
	I-05-9002	CLEANING SOLUTION SERVICES INC	R	4/16/2014		1,732.00CR	071127	
	I-05-9003	CLEANING SOLUTION SERVICES INC	R	4/16/2014		1,375.00CR	071127	1,882.00
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-0214DEPER	CONSOLIDATED UTILITY SERVICES	R	4/16/2014		218.00CR	071128	218.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-201404093229	COUNTRY VISIONS COOPERATIVE	R	4/16/2014		7.92CR	071129	
	I-201404093230	COUNTRY VISIONS COOPERATIVE	R	4/16/2014		32.99CR	071129	40.91

Attachment: 4-15-14 VOUCHERS (2065 : Voucher Approval.)

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PACKET: 04335 APR 2014 COUNCIL - 2 4-16-14

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0063	DAANEN & JANSSEN INC							
	I-136452	DAANEN & JANSSEN INC	R	4/16/2014		420.00CR	071130	
	I-136516	DAANEN & JANSSEN INC	R	4/16/2014		245.00CR	071130	665.00
1302	DE KEYSER CONST CO INC							
	I-1300-190	DE KEYSER CONST CO INC	R	4/16/2014		1,966.50CR	071131	1,966.50
0069	DE PERE GREENHOUSE INC							
	I-12133	DE PERE GREENHOUSE INC	R	4/16/2014		50.00CR	071132	50.00
0075	DIGGERS HOTLINE INC							
	I-140 2 36402	DIGGERS HOTLINE INC	R	4/16/2014		10.44CR	071133	
	I-140 3 36401	DIGGERS HOTLINE INC	R	4/16/2014		187.60CR	071133	198.04
1788	MONETTE R DOROW							
	I-201404093231	MONETTE R DOROW	R	4/16/2014		15.00CR	071134	15.00
3213	EILLIEN'S							
	I-911160	EILLIEN'S	R	4/16/2014		182.10CR	071135	182.10
0944	ELECTION SYSTEMS & SOFTWARE INC							
	I-876689	ELECTION SYSTEMS & SOFTWARE IN	R	4/16/2014		274.48CR	071136	274.48
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0314-256	EMPLOYEE RESOURCE CENTER INC	R	4/16/2014		335.00CR	071137	335.00
0091	FASTENAL COMPANY							
	I-WIGRE288536	FASTENAL COMPANY	R	4/16/2014		17.68CR	071138	17.68
0092	FEAKER & SONS CO INC							
	I-20290	FEAKER & SONS CO INC	R	4/16/2014		1,929.50CR	071139	
	I-20320	FEAKER & SONS CO INC	R	4/16/2014		1,764.00CR	071139	
	I-20322	FEAKER & SONS CO INC	R	4/16/2014		3,075.80CR	071139	
	I-20324	FEAKER & SONS CO INC	R	4/16/2014		1,733.50CR	071139	8,502.80
0331	FERGUSON WATERWORKS #1476 INC							
	I-145704	FERGUSON WATERWORKS #1476 INC	R	4/16/2014		1,594.50CR	071140	1,594.50
2627	FESTIVAL FOODS INC							
	I-201404093232	FESTIVAL FOODS INC	R	4/16/2014		18.93CR	071141	18.93
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2412417-00	FIRST SUPPLY GREEN BAY LLC	R	4/16/2014		78.25CR	071142	
	I-2418196-00	FIRST SUPPLY GREEN BAY LLC	R	4/16/2014		162.75CR	071142	241.00

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0097	FIVE ALARM INC							
	I-138905-1	FIVE ALARM INC	R	4/16/2014		94.50CR	071143	94.50
0089	FRV INC							
	I-201404093233	FRV INC	R	4/16/2014		227.50CR	071144	227.50
1891	GANNETT WI MEDIA							
	I-7942331	GANNETT WI MEDIA	R	4/16/2014		36.00CR	071145	36.00
2544	GLOBAL RECOGNITION INC							
	I-140306	GLOBAL RECOGNITION INC	R	4/16/2014		97.50CR	071146	97.50
5830	GRAEF INC							
	I-80234	GRAEF INC	R	4/16/2014		1,086.95CR	071147	1,086.95
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-970963993	GRAYBAR ELECTRIC COMPANY INC	R	4/16/2014		99.84CR	071148	99.84
2565	GREEN BAY PARKS REC & FORESTRY							
	I-201404093234	GREEN BAY PARKS REC & FORESTRY	R	4/16/2014		273.20CR	071149	273.20
4677	H J MARTIN & SON INC							
	I-CITY19	H J MARTIN & SON INC	R	4/16/2014		13,175.00CR	071150	13,175.00
4902	HALRON LUBRICANTS INC							
	C-659033-00	HALRON LUBRICANTS INC	R	4/16/2014		20.00	071151	
	I-637427-00	HALRON LUBRICANTS INC	R	4/16/2014		96.80CR	071151	
	I-658662-00	HALRON LUBRICANTS INC	R	4/16/2014		647.01CR	071151	
	I-658819-00	HALRON LUBRICANTS INC	R	4/16/2014		2,268.00CR	071151	
	I-658855-00	HALRON LUBRICANTS INC	R	4/16/2014		652.75CR	071151	3,644.56
3521	HD SUPPLY WATERWORKS LTD							
	I-C157614	HD SUPPLY WATERWORKS LTD	R	4/16/2014		314.25CR	071152	
	I-C172512	HD SUPPLY WATERWORKS LTD	R	4/16/2014		106,896.00CR	071152	
	I-C176564	HD SUPPLY WATERWORKS LTD	R	4/16/2014		2,772.00CR	071152	
	I-C180418	HD SUPPLY WATERWORKS LTD	R	4/16/2014		3,750.00CR	071152	
	I-C197459	HD SUPPLY WATERWORKS LTD	R	4/16/2014		678.45CR	071152	
	I-C199753	HD SUPPLY WATERWORKS LTD	R	4/16/2014		3,168.00CR	071152	117,578.70
5484	HYDRO DESIGNS INC							
	I-31833-IN	HYDRO DESIGNS INC	R	4/16/2014		2,876.00CR	071153	2,876.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

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			TYPE	DATE			NO#	AMOUNT
6932	IMAGETREND INC.							
	I-28947	IMAGETREND INC.	R	4/16/2014		2,400.00CR	071154	2,400.00
1399	INDOFF INC							
	I-2428319	INDOFF INC	R	4/16/2014		119.93CR	071155	
	I-2429724	INDOFF INC	R	4/16/2014		67.95CR	071155	
	I-2430431	INDOFF INC	R	4/16/2014		31.80CR	071155	
	I-2430898	INDOFF INC	R	4/16/2014		358.51CR	071155	578.19
6933	INPRO CORP							
	I-962471	INPRO CORP	R	4/16/2014		559.38CR	071156	559.38
2602	JOSSART BROTHERS INC							
	I-2795	JOSSART BROTHERS INC	R	4/16/2014		1,915.00CR	071157	1,915.00
1276	JX ENTERPRISES INC							
	I-D-240570145	JX ENTERPRISES INC	R	4/16/2014		1,468.10CR	071158	
	I-D-240860087	JX ENTERPRISES INC	R	4/16/2014		11.56CR	071158	
	I-D-240910007	JX ENTERPRISES INC	R	4/16/2014		7.38CR	071158	1,487.04
3986	KIMPS ACE HARDWARE CORP							
	I-303473	KIMPS ACE HARDWARE CORP	R	4/16/2014		785.10CR	071159	785.10
3140	KUNDINGER FLUID POWER INC							
	C-50273976	KUNDINGER FLUID POWER INC	R	4/16/2014		443.87	071160	
	C-50278328	KUNDINGER FLUID POWER INC	R	4/16/2014		702.80	071160	
	I-50174079	KUNDINGER FLUID POWER INC	R	4/16/2014		3,227.85CR	071160	
	I-50278317	KUNDINGER FLUID POWER INC	R	4/16/2014		279.68CR	071160	2,360.86
0156	LAWSON PRODUCTS INC							
	I-9302320339	LAWSON PRODUCTS INC	R	4/16/2014		196.66CR	071161	196.66
5786	LEE, CINDY							
	I-201404093235	LEE, CINDY	R	4/16/2014		40.32CR	071162	40.32
0173	MENARDS INC							
	I-37645	MENARDS INC	R	4/16/2014		68.94CR	071163	
	I-37795	MENARDS INC	R	4/16/2014		41.81CR	071163	
	I-37877	MENARDS INC	R	4/16/2014		10.95CR	071163	
	I-38147	MENARDS INC	R	4/16/2014		26.71CR	071163	148.41
5891	MIDWEST ENGINEERING SERVICES INC							
	I-G450041-IN	MIDWEST ENGINEERING SERVICES I	R	4/16/2014		96.50CR	071164	96.50

Attachment: 4-15-14 VOUCHERS (2065 : Voucher Approval.)

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PACKET: 04335 APR 2014 COUNCIL - 2 4-16-14

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
VENDOR	NAME / I.D.	DESC						
3143	ELLEN MOORE							
	I-201404093236	ELLEN MOORE	R	4/16/2014		119.22CR	071165	119.22
1114	MOTION INDUSTRIES INC							
	I-WI07-333970	MOTION INDUSTRIES INC	R	4/16/2014		100.30CR	071166	100.30
1475	MUNICIPAL CODE CORP							
	I-239707	MUNICIPAL CODE CORP	R	4/16/2014		1,466.48CR	071167	1,466.48
3191	NIELSON COMMUNICATIONS INC							
	I-GB14-17483	NIELSON COMMUNICATIONS INC	R	4/16/2014		41.00CR	071168	41.00
0531	NORTHEAST AUTO PARTS INC							
	C-288521	NORTHEAST AUTO PARTS INC	R	4/16/2014		11.00	071169	
	I-288375	NORTHEAST AUTO PARTS INC	R	4/16/2014		17.96CR	071169	
	I-288391	NORTHEAST AUTO PARTS INC	R	4/16/2014		154.11CR	071169	
	I-288413	NORTHEAST AUTO PARTS INC	R	4/16/2014		66.49CR	071169	
	I-288425	NORTHEAST AUTO PARTS INC	R	4/16/2014		86.95CR	071169	
	I-288519	NORTHEAST AUTO PARTS INC	R	4/16/2014		7.98CR	071169	
	I-288668	NORTHEAST AUTO PARTS INC	R	4/16/2014		8.99CR	071169	
	I-288686	NORTHEAST AUTO PARTS INC	R	4/16/2014		31.40CR	071169	
	I-288758	NORTHEAST AUTO PARTS INC	R	4/16/2014		61.96CR	071169	424.84
5368	NORTHEAST WI IMMUNIZATION COALITION							
	I-201404093237	NORTHEAST WI IMMUNIZATION COAL	R	4/16/2014		50.00CR	071170	50.00
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000091440*	NORTHEAST WI TECH COLLEGE	R	4/16/2014		924.04CR	071171	924.04
0187	NSIGHT TELS SERVICES							
	I-201404093238	NSIGHT TELS SERVICES	R	4/16/2014		128.80CR	071172	128.80
1160	OFFICEMAX INC							
	I-795614	OFFICEMAX INC	R	4/16/2014		319.50CR	071173	319.50
0966	OLD DOMINION BRUSH							
	I-56261-IN	OLD DOMINION BRUSH	R	4/16/2014		56,400.00CR	071174	56,400.00
0939	ORDE SIGN & GRAPHICS INC.							
	I-5829	ORDE SIGN & GRAPHICS INC.	R	4/16/2014		390.61CR	071175	390.61
3703	ORIENTAL TRADING CO INC							
	I-662656041-01	ORIENTAL TRADING CO INC	R	4/16/2014		149.75CR	071176	149.75

Attachment: 4-15-14 VOUCHERS (2065 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-155536	OSHKOSH FIRE & POLICE EQUIPMEN	R	4/16/2014		900.00CR	071177	900.00
5222	P J KORTENS & CO INC							
	I-10015883	P J KORTENS & CO INC	R	4/16/2014		730.00CR	071178	730.00
0197	PACKER CITY INTERNATIONAL INC							
	I-1-240780085	PACKER CITY INTERNATIONAL INC	R	4/16/2014		21.36CR	071179	
	I-1-240840077	PACKER CITY INTERNATIONAL INC	R	4/16/2014		77.71CR	071179	99.07
5353	PHILIPS MEDICAL SYSTEMS							
	I-927476411	PHILIPS MEDICAL SYSTEMS	R	4/16/2014		2,739.00CR	071180	2,739.00
6753	PIONEER MANUFACTURING CO.							
	I-INV509248	PIONEER MANUFACTURING CO.	R	4/16/2014		3,024.00CR	071181	3,024.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-44851	PM SUPPLY - WRIGHT INDUSTRIAL	R	4/16/2014		504.74CR	071182	504.74
0208	POMP'S TIRE SERVICE INC							
	I-1010017203	POMP'S TIRE SERVICE INC	R	4/16/2014		877.88CR	071183	
	I-90014159	POMP'S TIRE SERVICE INC	R	4/16/2014		776.00CR	071183	1,653.88
1246	PREVEA WORKMED INC							
	I-89390	PREVEA WORKMED INC	R	4/16/2014		392.75CR	071184	
	I-89422	PREVEA WORKMED INC	R	4/16/2014		74.00CR	071184	466.75
5977	PV & ASSOCIATES LLC							
	I-201404093239	PV & ASSOCIATES LLC	R	4/16/2014		175.00CR	071185	175.00
0220	QUILL CORP							
	I-1363983	QUILL CORP	R	4/16/2014		25.99CR	071186	25.99
1434	PAULA RAHN							
	I-201404093240	PAULA RAHN	R	4/16/2014		130.48CR	071187	130.48
5393	RICOH USA INC.							
	I-17785215	RICOH USA INC.	R	4/16/2014		2,170.97CR	071188	
	I-5029708058	RICOH USA INC.	R	4/16/2014		100.30CR	071188	
	I-5029914020	RICOH USA INC.	R	4/16/2014		110.42CR	071188	2,381.69
5632	RW MANAGEMENT GROUP INC							
	I-0414-643	RW MANAGEMENT GROUP INC	R	4/16/2014		9,000.00CR	071189	9,000.00

Attachment: 4-15-14 VOUCHERS (2065 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1890	S I METALS AND SUPPLY							
	I-153291	S I METALS AND SUPPLY	R	4/16/2014		30.00CR	071190	30.00
0235	SAINT VINCENT HOSPITAL							
	I-37516	SAINT VINCENT HOSPITAL	R	4/16/2014		99.49CR	071191	99.49
0242	SCOTT CONSTRUCTION INC							
	I-10879MB	SCOTT CONSTRUCTION INC	R	4/16/2014		1,458.54CR	071192	
	I-10887MB	SCOTT CONSTRUCTION INC	R	4/16/2014		40.28CR	071192	1,498.82
1394	PETER SMITH							
	I-201404093241	PETER SMITH	R	4/16/2014		96.52CR	071193	96.52
1494	STATE BAR CLE REGISTRATIONS							
	I-501744	STATE BAR CLE REGISTRATIONS	R	4/16/2014		195.18CR	071194	195.18
1465	STEEN MACEK PAPER COMPANY							
	I-723365	STEEN MACEK PAPER COMPANY	R	4/16/2014		90.84CR	071195	90.84
0258	SUPERIOR CHEMICAL CORP							
	I-54979	SUPERIOR CHEMICAL CORP	R	4/16/2014		115.28CR	071196	
	I-55815	SUPERIOR CHEMICAL CORP	R	4/16/2014		483.29CR	071196	598.57
1903	TECHNOLOGY ARCHITECTS INC							
	I-10903243	TECHNOLOGY ARCHITECTS INC	R	4/16/2014		688.75CR	071197	
	I-D20140092	TECHNOLOGY ARCHITECTS INC	R	4/16/2014		2,678.10CR	071197	3,366.85
5701	TOTER LLC							
	I-KB338088	TOTER LLC	R	4/16/2014		1,051.94CR	071198	1,051.94
0268	TRUCK EQUIPMENT INC							
	I-577449-00	TRUCK EQUIPMENT INC	R	4/16/2014		793.93CR	071199	
	I-577466-00	TRUCK EQUIPMENT INC	R	4/16/2014		398.10CR	071199	
	I-579237-00	TRUCK EQUIPMENT INC	R	4/16/2014		185.04CR	071199	1,377.07
0417	TWEET GAROT MECHANICAL INC							
	I-190106	TWEET GAROT MECHANICAL INC	R	4/16/2014		1,984.13CR	071200	1,984.13
6934	U.S. BANK EQUIPMENT FINANCE							
	I-249542457	U.S. BANK EQUIPMENT FINANCE	R	4/16/2014		145.25CR	071201	145.25
0272	UNIFORM SHOPPE INC							
	I-230006	UNIFORM SHOPPE INC	R	4/16/2014		31.90CR	071202	
	I-230231	UNIFORM SHOPPE INC	R	4/16/2014		354.45CR	071202	
	I-230257	UNIFORM SHOPPE INC	R	4/16/2014		247.35CR	071202	
	I-230273	UNIFORM SHOPPE INC	R	4/16/2014		72.00CR	071202	
	I-230300	UNIFORM SHOPPE INC	R	4/16/2014		141.85CR	071202	
	I-230343	UNIFORM SHOPPE INC	R	4/16/2014		115.90CR	071202	
	I-230508	UNIFORM SHOPPE INC	R	4/16/2014		85.90CR	071202	
	I-230514	UNIFORM SHOPPE INC	R	4/16/2014		24.95CR	071202	
	I-230520	UNIFORM SHOPPE INC	R	4/16/2014		97.90CR	071202	
	I-230534	UNIFORM SHOPPE INC	R	4/16/2014		69.60CR	071202	1,241.80

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6772	UNITED STATES TENNIS ASSOCIATION							
	I-201404093242	UNITED STATES TENNIS ASSOCIATI	R	4/16/2014		35.00CR	071203	35.00
0282	WESCO DISTRIBUTION INC							
	I-631962	WESCO DISTRIBUTION INC	R	4/16/2014		83.07CR	071204	
	I-661748	WESCO DISTRIBUTION INC	R	4/16/2014		2.38CR	071204	85.45
6657	WHYTE HIRSCHBOECK S. C.							
	I-550869	WHYTE HIRSCHBOECK S. C.	R	4/16/2014		60.00CR	071205	
	I-559724	WHYTE HIRSCHBOECK S. C.	R	4/16/2014		80.00CR	071205	140.00
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201404093243	WI DEPT OF JUSTICE TIME MADI	R	4/16/2014		91.00CR	071206	91.00
0294	WI DEPT OF TRANSPORTATION BBS							
	I-L29860	WI DEPT OF TRANSPORTATION BBS	R	4/16/2014		20,882.44CR	071207	
	I-L30024	WI DEPT OF TRANSPORTATION BBS	R	4/16/2014		7,521.80CR	071207	28,404.24
0582	WI EMPLOYMENT RELATIONS COMMISSION							
	I-17623 RP	WI EMPLOYMENT RELATIONS COMMIS	R	4/16/2014		400.00CR	071208	400.00
6935	ERIC WOODKE							
	I-201404093244	ERIC WOODKE	R	4/16/2014		79.99CR	071209	79.99
0300	ZARNOTH BRUSH WORKS INC							
	I-148512-IN	ZARNOTH BRUSH WORKS INC	R	4/16/2014		438.00CR	071210	
	I-48424-IN	ZARNOTH BRUSH WORKS INC	R	4/16/2014		1,826.50CR	071210	2,264.50

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	104	0.00	328,532.49	328,532.49
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:	104	0.00	328,532.49	328,532.49

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 4-15-14 VOUCHERS (2065 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	4/2014	85,406.28CR
201	4/2014	58,884.86CR
207	4/2014	97.50CR
208	4/2014	254.32CR
209	4/2014	11,400.00CR
235	4/2014	1,086.95CR
405	4/2014	31,576.54CR
601	4/2014	76,100.94CR
650	4/2014	63,725.10CR
=====		
ALL		328,532.49CR

Attachment: 4-15-14 VOUCHERS (2065 : Voucher Approval.)

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

MEETING DATE: April 15, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- OPERATOR LICENSE LIST 04-15-14 (PDF)

CITY OF DE PERE - April 15, 2014					
ITEM	NAME	ADDRESS	CITY	ST	54115
Previously Tabled Operator License Applications					
1	ESQUIVEL, ALEXANDRIA J.	1254 O'KEEFE CT.	DE PERE	WI	54115
Temporary Operator License Applications					
1	BONFIGT, ELIZABETH .	1778 CAMARILLO CT.	DE PERE	WI	54115
2	BURHITE, MICHELLE A.	1125 CIRCLE DR.	GREEN BAY	WI	54313
3	BUSSIERE, ANDREW W.	745 SIMONET CT.	GREEN BAY	WI	54301
4	CORRIGAN, BRIAN J.	813 4TH ST.	DE PERE	WI	54115
5	DEWITT, ANGIE M.	2400 RED TAIL GLEN	DE PERE	WI	54115
6	GIBSON, DAVID E.	703 E. MISSION RD.	GREEN BAY	WI	54301
7	KOOMEN, JOY L.	7648 MORRISON RD.	GREENLEAF	WI	54126
8	RICHARDSON, STACI	1448 HONOR WAY	DE PERE	WI	54115
9	SHIMEK, JOHN H.	2556 WHISPERING OAK CT.	DE PERE	WI	54115
10	SHIMEK, LINDA S.	2556 WHISPERING OAK CT.	DE PERE	WI	54115
11	VAN LANEN, MELISSA S.	1296 CROWN CT., #4	DE PERE	WI	54115
12	WELSH, JOAN E.	216 SHELLEY LN.	DE PERE	WI	54115
13	WENDT, JEROLD W.	1774 CORVALLIS CT.	DE PERE	WI	54115
Operator License Applications for the 2012-2014 Licensing Period					
1	AYALA, CARLOS	520 E. HARDING DR.	APPLETON	WI	54915
2	BODART, ASHLEY J.	1668 W. PAULSON RD.	GREEN BAY	WI	54313
3	BURKART, NICHOLAS J.	1120 WINFORD AVE.	GREEN BAY	WI	54303
4	CORTEZ, SANTIAGO	627 THELOSEN DR.	KIMBERLY	WI	54136
5	ELISEO, BAUTISTA S.	1154 HIGH AVE.	OSHKOSH	WI	54901
6	FERRON, SHELLY M.	W314 CROOK RD.	DE PERE	WI	54115
7	MADRUGA, MICHELLE C.	423 MEADOW WIND DR.	GREEN BAY	WI	54311
8	NYHAN, MEGAN M.	805 4TH ST.	DE PERE	WI	54115
9	SCHUCHART, DONALD J.	633 PINE ST.	GREEN BAY	WI	54301
10	STAEVEN, RODNEY J.	710 BOMIER ST.	DE PERE	WI	54115
11	WARDEN, JASON J.	413 S. IRWIN AVE.	GREEN BAY	WI	54301
Operator License Applications for the 2014-2016 Licensing Period					
1	GOETZ, ROXANNE JO	802 SPRUCE ST.	DE PERE	WI	54115
2	KOEHLER, JO ANN	1791 GRANT ST.,#6	DE PERE	WI	54115
3	MULLINS, SUSAN M.	324 S. 9TH ST.	DE PERE	WI	54115
4	NICK, JOAN R.	605 N. BROADWAY ST.	DE PERE	WI	54115
5	WYMAN, JESSE M.	1108 PATRICK HENRY AVE.	DE PERE	WI	54115

Attachment: OPERATOR LICENSE LIST 04-15-14 (2064 : Operator License Applications.)

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

MEETING DATE: April 15, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of Settlement of Prohibited Practices Complaint over
2014-2015 Contract Negotiations
