



Finance/Personnel Committee

335 South Broadway

Regular Meeting

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

Revised Agenda

Tuesday, February 9, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **February 9, 2016 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 at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

Call to Order

1. Roll Call
2. Approval of the minutes of the January 12, 2016 regular meeting of the Finance/Personnel Committee.
3. Approval of Police Overtime Report for January 2016
4. Fire Department Overtime and EMS Billing Report for January, 2016.
5. ED-2077-1 Request to Extend Purchase Option*
6. Consulting Services between the City of De Pere and Springsted, Inc. (Tax Increment Financing District #7 Amendment). *
7. Consider Request for Extension of Time under JDL3 Properties, LLC Development Agreement.*
8. Richco Rd Discontinuance and Stormwater Pond Agreement*
9. Consider bids received for Fire Station #2 Renovation.*
10. Approve consultant for Green Roof at City Hall. *
11. Request to Increase Administrative Time for Recreation Superintendent*
12. Public Comment and announcements.
13. Future agenda items.
14. Update on Collective Bargaining with Police Union/Possible Tentative Agreement. *

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Committee 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 Committee 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.
15. Adjournment

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

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

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Attorney David P. Dewick, Hager, Dewick & Zuengler, S.C.

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: February 9, 2016

DEPARTMENT: City Attorney

FROM: Jeni Dupont

SUBJECT: Approval of the minutes of the January 12, 2016 regular meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- January 12, 2016 DRAFT Minutes (PDF)



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, January 12, 2016

7:30 PM

De Pere City Hall Council Chambers

Call to Order

Mayor Michael J. Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on January 12, 2016 at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
Scott Crevier	Aldersperson	Present	
Michael Donovan	Aldersperson	Present	
Larry Lueck	Aldersperson	Excused	
Lisa Rafferty	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Also present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Police Chief Derek Beiderwieden, Fire Chief Dennis Rubin, Finance Director Joe Zegers, Human Resources Director Shannon Metzler, Associate Planner Sarah Wallace, Assistant Fire Chief Al Matzke and members of the public.

- Approval of the minutes of the December 8, 2015 regular meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

- Police Overtime Report for December 2015

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

- Fire Department Overtime and EMS Billing Report for December, 2015.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

- Consideration of Police K-9 Retirement and Transfer of Ownership to Officer Joseph Johnson*

Discussion followed motion with Chief Beiderwieden explaining that the department will not have another dog until October 2016 and will utilize other K-9 teams in Brown County in the meantime.

Attachment: January 12, 2016 DRAFT Minutes (4352 : Approval of minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

6. Request to investigate ownership of unassigned parcel at the former bridge approach (area near Front Street and George Street).*

Associate Planner Wallace explained the request came from Definitely De Pere and Alderperson Crevier to reestablish a monument that is currently sitting in the De Pere Historical Society to the former bridge approach site. Staff research thus far has not determined a definite owner for that site. City Attorney Schmidt-Lehman explained a more definite cost is hard to determine because the title search will most likely need to go back to the Original Plat of De Pere. The City has been cutting grass since 2007 and it was DOT right of way prior to that. Both the DOT and DNR have not claimed ownership. Alderperson Crevier moved, seconded by Alderperson Rafferty to open the meeting. Upon vote, motion carried unanimously.

Ryan Jennings explained where it is believed the monument was located over the years. The original monument was at the intersection of George and Front. The plaque was then moved to the bridge in 1932 and removed when new bridge built. By relocating it to the former bridge approach site, the hope is to bring more business to the downtown area.

Mayor Walsh moved, seconded by Alderperson Crevier to return to regular order. Upon vote, motion carried unanimously. Upon discussion, Alderperson Crevier moved, seconded by Alderperson Rafferty to cap the research cost at \$5,000 and then discuss at that time. The motion was further clarified to state the purpose of the research is to investigate ownership and not use of the land.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

7. Consider Revisions to Special Event Permit Ordinance *

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

8. Consider Request to Purchase a Fire Department Command Vehicle.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

9. Consider Accepting a Federal Emergency Management Grant from the Assistance to Fire Fighters Program for Breathing Apparatus Replacements.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

10. Fire Department's EMS Billing Survey Report.

Chief Rubin reviewed the fire department's report and indicated he plans to be back in March with the RFP. Item was for discussion purposes only; no action was taken.

RESULT:	NO ACTION
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11. Public Comment and announcements.

None.

12. Future agenda items.

None.

13. Consideration of Memorandum of Agreement with Union(s) for Use of City Facilities for Weight Room.

Mayor Walsh moved, seconded by Alderperson Crevier to go into closed session at 8:15 PM. Upon roll call vote, motion carried unanimously.

14. Update on Status of Police and Fire Union Contract Negotiations.

Mayor Walsh moved, seconded by Alderperson Crevier to reconvene in open session at 9:18 PM. Upon roll call vote, motion carried unanimously.

Alderperson Donovan moved, seconded by Alderperson Crevier to approve the Tentative Agreement and forward to the City Council. Upon vote, motion was approved unanimously.

15. Adjournment

Upon motion by Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 9:19 PM.

Respectfully submitted,

Attachment: January 12, 2016 DRAFT Minutes (4352 : Approval of minutes)

Jennifer Dupont

Attachment: January 12, 2016 DRAFT Minutes (4352 : Approval of minutes)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: February 9, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of Police Overtime Report for January 2016

The overtime report covers a four week period. Two previous years overtime reports are attached for comparison.

Training overtime hours for January were for SWAT and Crisis Negotiator training.

Miscellaneous overtime of 8 hours is comprised of patrol 1.5 fraction allotments.

Reimbursed Miscellaneous overtime of 76.5 Hours is comprised of 37.5 Drug Task Force investigation hours and 39 OWI Task Force hours.

The department has expended approximately 5.4% of the 2016 budgeted overtime amount. Please let me know if you have any questions.

ATTACHMENTS:

- 2014 PD OT Report Summary (PDF)
- 2015 PD OT Report (PDF)
- JANUARY 2016 PD OT REPORT (PDF)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2014**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC**	TOTAL
OFFICER SICK RELIEF	35.25	82.50	83.25	53.25	62.25	52.50	63.75	54.75	62.25	159.00	39.75	51.75	800.25
OFFICER WORKED ON HOLIDAY	4.00	4.00	8.00	41.25	18.50	54.25	60.50	16.00	116.00	22.00	8.00	227.00	579.50
OFFICER FOR COURT	36.00	12.00	15.00	9.00	18.50	21.00	27.00	18.75	3.00	9.00	14.25	6.00	189.50
OFFICER TRAINING		13.00	32.25	90.50	19.75	59.75	42.25	12.50	59.00	64.75	141.50	29.50	564.75
OFFICER RELIEF FOR FUNERAL							29.25		16.50		30.00		75.75
OFFICER ATTEND MEETING	40.50		6.00	9.75	11.25			17.25		2.25	38.75		125.75
STAFFING LEVEL	27.75	16.50	35.50	51.75	142.00	221.25	341.50	199.50	208.50	211.50	255.50	319.00	2030.25
INVESTIGATION	34.75	22.25	8.25	37.50	64.75	18.75	85.25	56.00	53.25	22.75	34.25	87.75	525.50
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	24.00	49.50	21.75	34.50	24.75	32.25		18.75	48.00	79.50	22.50	27.75	383.25
COMMUNITY RELATIONS									3.00	8.25			11.25
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		15.00			34.00	255.25	6.75		36.75	9.00		55.50	412.25
MISCELLANEOUS	14.00	25.25	28.50	5.50	26.50	62.75	25.75	17.25	26.25	34.50	17.75	31.75	315.75
MISCELLANEOUS REIMBURSED	107.25	102.00	119.25	107.00	93.00	141.75	203.25	96.00	110.25	97.50	66.75	104.25	1348.25
Gross OFFICER OVERTIME	323.50	342.00	357.75	440.00	515.25	919.50	885.25	506.75	742.75	720.00	669.00	940.25	7362.00
SUBTOTAL REIMBURSED OVERTIME	(131.25)	(166.50)	(141.00)	(141.50)	(151.75)	(429.25)	(210.00)	(114.75)	(195.00)	(186.00)	(89.25)	(187.50)	(2143.75)
NET OFFICER OVERTIME	192.25	175.50	216.75	298.50	363.50	490.25	675.25	392.00	547.75	534.00	579.75	752.75	5218.25
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$133,357.00

Expenditures through 1/02/2015 \$145,016.00

Percent of Total Budget: 108.74%

NOTES:

* Period 1/4/2014 - 1/31/2014

+Period 3/29/2014 - 4/25/2014

#Period 6/21/2014 - 08/01/2014

^^Period 9/27/2014 - 10/24/2014

Period 2/1/2014 - 2/28/2014

++Period 4/26/2014 - 5/23/2014

##Period 8/2/2014 - 8/29/2014

*+Period 10/25/2014 - 11/21/2014

Period 03/01/2014 - 03/28/2014

^Period 5/24/2014 - 6/20/2014

^^Period 8/30/2014 - 9/26/2014

*+*Period 11/22/2014 - 1/2/2015 (6 weeks)

OVERTIME BY REASON 2015

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	32.00	77.50	59.50	59.50	54.50	23.50	23.00	70.50	29.00	22.50	45.00	28.00	524.50
OFFICER WORKED ON HOLIDAY	8.00	18.00	4.00	26.00	12.00	97.50	63.00	13.00	129.25	14.00	16.00	233.25	634.00
OFFICER FOR COURT	14.00	22.00	18.50	8.00	6.00	16.00	12.00	10.00	11.00	12.00	6.00	11.50	147.00
OFFICER TRAINING	19.00	144.50	132.50	73.75	78.00	54.50	17.00	65.50	179.50	97.50	99.25	75.50	1036.50
OFFICER RELIEF FOR FUNERAL			7.50										7.50
OFFICER ATTEND MEETING	12.00		12.00	7.50	0.50	16.00	4.00	22.50		17.00	8.50	18.00	118.00
STAFFING LEVEL	45.00	47.50	49.50	67.00	103.00	105.00	112.00	102.25	98.00	59.00	105.00	119.00	1012.25
INVESTIGATION	20.25	78.00	43.25	34.50	35.00	48.00	49.00	25.00	26.00	26.00	51.50	37.00	473.50
HONOR GUARD FOR FUNERAL				22.00	8.00	2.00				3.00	12.00		47.00
SCHOOL LIAISON REIMBURSED	17.00	35.00	19.00	21.50	8.50	21.50		14.00	30.50	38.50		9.00	214.50
COMMUNITY RELATIONS	1.00		2.00							3.50			6.50
SPECIAL ASSIGNMENT									22.50	24.50			47.00
SPECIAL ASSIGNMENT REIMBURSED		10.00		10.50	26.00	178.00	6.00		10.00			38.50	279.00
MISCELLANEOUS	6.00	14.25	7.75	8.75	35.00	18.50	9.75	8.75	53.25	6.25	25.50	22.00	215.75
MISCELLANEOUS REIMBURSED	59.50	33.50	24.00	39.00	20.50	28.50	33.25	30.00	44.00	15.00	46.00	71.50	444.75
Gross OFFICER OVERTIME	233.75	480.25	379.50	378.00	387.00	609.00	329.00	361.50	633.00	338.75	414.75	663.25	5207.75
SUBTOTAL REIMBURSED OVERTIME	(76.50)	(78.50)	(43.00)	(71.00)	(55.00)	(228.00)	(39.25)	(44.00)	(84.50)	(53.50)	(46.00)	(119.00)	(938.25)
NET OFFICER OVERTIME	157.25	401.75	336.50	307.00	332.00	381.00	289.75	317.50	548.50	285.25	368.75	544.25	4269.50
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$150,000.00

Est. Expenditures through 1/06/2016 \$122,227.00

Percent of Total Budget: 81.48%

NOTES:

* Period 1/3/2015 - 1/30/2015

+Period 3/28/2015 - 4/24/2015

#Period 7/4/2015 - 7/31/2015

^^Period 9/26/2015 - 10/23/2015

**Period 1/31/2015 - 2/27/2015

++Period 4/25/2015 - 5/22/2015

##Period 8/1/2015 - 8/28/2015

*+Period 10/24/2015 - 11/20/2015

***Period 2/28/2015 - 3/27/2015

^Period 5/23/2015 - 7/03/2015

^^Period 8/29/2015 - 9/25/2015

*+*Period 11/21/2015 - 1/1/2016

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2016**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	42.00												42.00
OFFICER WORKED ON HOLIDAY	8.00												8.00
OFFICER FOR COURT	13.00												13.00
OFFICER TRAINING	40.50												40.50
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	14.00												14.00
STAFFING LEVEL	8.00												8.00
INVESTIGATION	39.50												39.50
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	21.50												21.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED													0.00
MISCELLANEOUS	8.00												8.00
MISCELLANEOUS REIMBURSED	76.50												76.50
Gross OFFICER OVERTIME	271.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	271.00
SUBTOTAL REIMBURSED OVERTIME	(98.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(98.00)
NET OFFICER OVERTIME	173.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	173.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$140,000.00
Expenditures through 11/25/2011 \$7,569.00
Percent of Total Budget: 5.41%

NOTES:

* Period 01/02/2016 - 01/29/2016

**Period

***Period

+Period

++Period

^Period

#Period

##Period

^^Period

^^^Period

*+Period

*+*Period

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: February 9, 2016

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Fire Department Overtime and EMS Billing Report for January, 2016.

ATTACHMENTS:

- JAN OT REPORT (PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2015

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTA
DUTY CREW	120.00	87.00	165.00	154.25	177.00	112.25	110.25	62.50	242.25	57.75	36.00	218.00	1,542.00
EMS TRAINING	63.00	301.50	91.00	89.50	59.00	12.00	4.75	4.50	78.00	52.00	85.50	75.50	916.25
FIRE TRAINING	0.00	6.75	30.75	0.00	16.50	147.75	57.00	39.75	14.50	41.00	35.75	12.00	401.75
RESCUE CALLS	11.50	8.50	23.25	7.00	14.25	11.00	13.75	2.00	7.75	9.25	3.00	7.50	118.75
FIRE CALLS	0.00	0.00	3.75	0.75	0.00	0.00	0.75	0.00	0.00	0.75	0.00	1.00	7.00
MEETINGS	141.50	132.75	65.50	90.50	56.00	56.50	147.00	20.75	12.50	46.00	52.75	33.25	855.00
STAFFING REP.	216.00	43.50	65.25	36.00	105.50	72.50	118.25	276.00	85.50	55.50	107.25	81.00	1,262.25
MAINTENANCE	4.50	1.00	5.25	3.00	16.50	0.00	0.00	0.00	0.00	12.00	3.00	0.00	45.25
PUB. ED.	0.00	19.25	37.50	14.00	24.50	38.25	14.25	3.50	7.00	64.50	3.00	12.00	237.75
SPECIAL EVENTS	0.00	0.00	0.00	0.00	0.00	168.50	101.00	0.00	97.25	0.00	0.00	0.00	366.75
# FIRE RUNS	28.00	25.00	14.00	28.00	22.00	32.00	37.00	30.00	25.00	25.00	19.00	41.00	326.00
# of EMS RUNS	170.00	156.00	184.00	165.00	173.00	197.00	138.00	161.00	166.00	142.00	142.00	144.00	1,938.00
DISPATCH ERRORS	4.00	0.00	5.00	5.00	6.00	7.00	5.00	12.00	10.00	5.00	4.00	3.00	66.00
TOTAL HRS.	556.50	600.25	487.25	395.00	469.25	618.75	567.00	409.00	544.75	338.75	326.25	440.25	5,753.00

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2016

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTA
DUTY CREW	124.25												124.25
EMS TRAINING	84.00												84.00
FIRE TRAINING	0.00												0.00
RESCUE CALLS	7.50												7.50
FIRE CALLS	7.25												7.25
MEETINGS	89.00												89.00
STAFFING REP.	0.00												0.00
MAINTENANCE	0.00												0.00
PUB. ED.	9.00												9.00
SPECIAL EVENTS	0.00												0.00
# FIRE RUNS	34.00												34.00
# of EMS RUNS	137.00												137.00
DISPATCH ERRORS	6.00												6.00
TOTAL HRS.	321.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	321.00

Special Events included in Overtime

Total Overtime Budget \$100,000, Expenditures through January 29, 2016 \$3,311, 3%

Attachment: JAN OT REPORT (4354 : Fire Department Overtime and EMS Billing Report for January, 2016.)

Incident Type Report (Summary)
From 01/01/16 To 01/31/16
Report Printed On: 02/02/2016

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Building fire (111)	4	2.26%	\$0.00	\$0.00	\$0.00	0.00%
	4	2.26%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	2	1.13%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	130	73.45%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	3	1.69%	\$0.00	\$0.00	\$0.00	0.00%
	135	76.27%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Gasoline or other flammable liquid spill (411)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	4	2.26%	\$0.00	\$0.00	\$0.00	0.00%
Heat from short circuit (wiring), defective/worn (441)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
	7	3.94%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Person in distress, other (510)	2	1.13%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	2	1.13%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	2	1.13%	\$0.00	\$0.00	\$0.00	0.00%
	8	4.51%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	4	2.26%	\$0.00	\$0.00	\$0.00	0.00%
Wrong location (621)	6	3.39%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
HazMat release investigation w/no HazMat (671)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
	13	7.33%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
Heat detector activation due to malfunction (734)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	2	1.13%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation, no fire - unintentional (741)	2	1.13%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
	8	4.50%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type						
Special type of incident, other (900)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Citizen complaint (911)	1	0.56%	\$0.00	\$0.00	\$0.00	0.00%
	2	1.12%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	177			Total Est. Loss:	\$0.00	

**DE PERE FIRE RESCUE
MUTUAL AID REPORT
JANUARY, 2016**

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
2	ASHWAUBENON	FIRE
16	GREEN BAY	FIRE
85	GREEN BAY	FIRE
92	ASHWAUBENON	EMS
106	COUNTY RESCUE	EMS
118	ASHWAUBENON	EMS
122	LEDGEVIEW	FIRE
177	COUNTY RESCUE	EMS

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
52	GREEN BAY	EMS
91	COUNTY RESCUE	EMS

JANUARY, 2016
***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
TOTAL	0	0

*Overtime generated when staffing levels fall below minimum as a result of sick leave.

EMS BILLING MONTHLY BILLING FIGURES

	JAN. '15	FEB. '15	MAR. '15	APR. '15	MAY '15	JUNE '15
CHARGES	105,520	49,779	54,831	218,747	115,506	92,784
PAYMENTS	66,188	54,929	51,556	41,264	79,674	75,580
ADJUSTMENTS	40,252	20,631	26,791	72,784	45,705	39,287
WRITE OFFS	15	226	10	11,364	10,698	8,639

	JULY '15	AUG. '15	SEPT. '15	OCT. '15	NOV. '15	DEC. '15
CHARGES	102,555	126,620	101,910	89,856	98,946	98,867
PAYMENTS	69,051	65,019	55,994	65,594	66,313	58,389
ADJUSTMENTS	41,554	43,732	36,416	34,193	36,862	37,841
WRITE OFFS	17,084	5,584	7,931	18,549	172	38,106

Payments to EMS	
Jan. 2015	4,786
Feb. 2015	4,054
March 2015	3,863
April 2015	3,013
May 2015	6,411
June 2015	5,940
July 2015	5,750
Aug. 2015	4,742
Sept. 2015	4,145
Oct. 2015	5,357
Nov. 2015	5,552
Dec. 2015	4,544
Total Paid	\$58,158

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: February 9, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: ED-2077-1 Request to Extend Purchase Option*

ATTACHMENTS:

- FP Memo Feb 2016 (PDF)
- 2014 2nd Amendment to Karman Option to Purchase - ED-2077-1 (PDF)
- 2010 Amendment to Karman Option to Purchase - ED-2077-1 (PDF)

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

THIS AGREEMENT, made and entered into this 4th day of June, 2014,
by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Karman
Development, LLP, a Wisconsin Limited Liability Partnership ("Developer").

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

WHEREAS, the City wishes to promote such development.

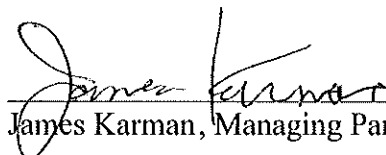
NOW THEREFORE, for and in consideration of the mutual covenants contained herein
and other good and valuable consideration, the receipt, value, and sufficiency of which are
hereby acknowledged, it is hereby agreed as follows:

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

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

KARMAN DEVELOPMENT, LLP

By:


James Karman, Managing Partner

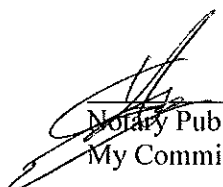


STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this 3rd
day of June, 2014, the above
named James Karman, known
as the person who executed the
foregoing instrument and acknowledge
the same.


SERGEI KLIMOV
Notary Public
My Commission Expires: 12/04/2016.

CITY OF DE PERE

By:


Michael J. Walsh, Mayor

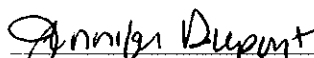

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)

)SS.

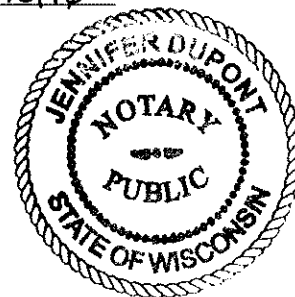
BROWN COUNTY)

Personally came before me this 4th
day of June, 2014, the above
named: Michael J. Walsh, Mayor and
Shana L. Defnet, Clerk-Treasurer,
known as the persons who executed the
foregoing instrument and acknowledge
the same.


Jennifer Dupont
Notary Public
My Commission Expires: 5/15/16

Drafted by: Judith Schmidt-Lehman

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

THIS AGREEMENT, made and entered into this 26th day of February, 2010, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Karman Development, LLP, a Wisconsin Limited Liability Partnership ("Developer").

WHEREAS, Developer currently owns an option to purchase real property located adjacent to its facility at 860 O'Keefe Road, in the City's East Industrial Park, 1st Addition, and wishes to extend such option through February 16, 2014 for expansion purposes; and

WHEREAS, the City wishes to promote such development.

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

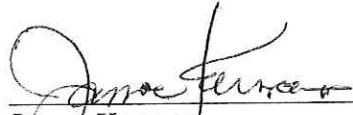
1. The Agreement Regarding Option to Purchase Certain Property Between the City of De Pere and Karman Development, LLP, attached and incorporated as Exhibit 1, is hereby amended as follows:
 - A. The Option granted by City to Developer shall expire on February 16, 2014, unless exercised or forfeited by Developer sooner as provided in Exhibit 1.
 - B. The option fee of \$1,000/year (\$500/yr/acre) shall remain the same.
 - C. All other terms and conditions of the Agreement (Exhibit 1) remain unchanged and unaffected by this Amendment.
2. This Amendment comprises the entire Agreement of the Parties. No change to the terms herein are effective except in writing, signed by the parties.

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

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

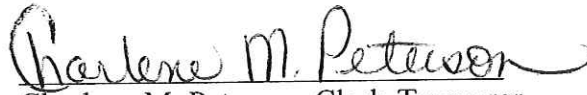
KARMAN DEVELOPMENT, LLP

By:


 James Karman
 Title: PRESIDENT

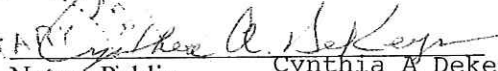
CITY OF DE PERE


 Michael J. Walsh, Mayor


 Charlene M. Peterson, Clerk-Treasurer

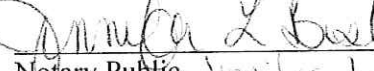
STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

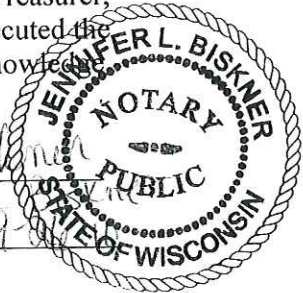
Personally came before me this 26th
 day of February, 2010, the above
 named James Karman known
 as the person who executed the
 foregoing instrument and acknowledge
 the same.


 Notary Public Cynthia A. DeKeyser
 My Commission Expires: 4/13/11

STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

Personally came before me this 1st
 day of March, 2010, the above
 named: Michael J. Walsh, Mayor and
 Charlene M. Peterson, Clerk-Treasurer,
 known as the persons who executed the
 foregoing instrument and acknowledge
 the same.


 Notary Public Jennifer L. Biskner
 My Commission Expires: 9-1-11



Drafted by: Judith Schmidt-Lehman

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

THIS AGREEMENT, made and entered into this 16th day of February, 2009, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Karman Development, LLP, a Wisconsin Limited Liability Partnership ("Developer").

WHEREAS, Developer currently owns real property located at 860 O'Keefe Road, in the City's East Industrial Park, 1st Addition, and wishes to obtain a 3-year option to purchase an adjacent 2.0 acre parcel for expansion purposes; and

WHEREAS, the City wishes to promote such development.

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

I. OPTION TO PURCHASE

- A. In consideration of and contingent upon, the annual payment of \$1,000.00 (\$500 per year per acre) commencing the date of this Agreement and payable on or before the anniversary thereof for the following two years, City grants Developer a thirty-six (36) month option to purchase the 2.0 acre parcel (ED-2077-1) in the East Industrial Park, 1st Addition, noted as the "Option Parcel" on Exhibit A, attached hereto and incorporated by reference. The option parcel is legally described as:

Lot 2, Volume 40 CSM page 67, Brown County Map No. 6049, being part of Lots 13 & 14, East Side Industrial Park, 1st Addition.

Developer shall also reimburse City costs earlier incurred in the amount of \$650 by City for commissioning a plat of survey for an 11,860 sq. ft. parcel of land for purchase by Developer. While this Agreement supersedes Developer's request to purchase such other parcel, Developer acknowledges its responsibility to reimburse City for such costs and further agrees to do so contemporaneously with the execution of this Agreement.

- B. Option Period. During the thirty-six (36) month option period, Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest in the Option Parcel to any other person or entity without the written consent or waiver of Developer. It is specifically understood that any rights to the Option Parcel are contingent upon Developer's timely payment of the above referenced option fee.
- C. Failure to Pay Annual Option Fee. If Developer fails to make timely payment of any option fee, City shall be released of all obligations in regard to Developer and the Option Parcel and City may market and convey such Option Parcel without any notice or consent of Developer.
- D. Exercise of Option. Upon service of written notice of the exercise of such option to City, the parties shall set a mutually agreeable

Karman Development, LLP
Option to Purchase
Page 3 of 15

date for closing, which shall be not more than sixty (60) days from the date of such notice. The terms and conditions, warranties and representations, and indemnifications of such transaction area as provided below.

II. PURCHASE

A. Purchase Price. The purchase price for Parcel ED-2077-1 shall be \$25,000 per acre for a purchase price of \$50,000, less earnest money in the sum of \$300 and all option fees paid on or attributable to the Option Parcel.

B. Extension of Utilities. The City warrants that water, sanitary sewer, storm sewer, gas, electricity, and phone service are located at accessible points in Enterprise Drive. The purchase price includes all costs associated with their initial installation in the right of way. However, the purchase price herein is not intended to include the cost of extension of said utilities from their right of way locations onto Parcel ED-2077-1.

III. CLOSING PROCEDURE

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

B. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such insurance to Developer

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

- C. Closing Costs. City shall pay all closing costs usually and customarily paid by seller of property, including the cost of title insurance required herein.
- D. Conveyance of Title. City shall convey good and merchantable title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of all liens and encumbrances, except the following:
- i. Municipal and zoning ordinances.
 - ii. Easements of record provided that the same do not interfere with Developer's intended use of the Parcel purchased.

IV. ENVIRONMENTAL CONDITION OF PROPERTY

- A. Representations of City. With respect to the Option Parcel, City warrants and represents that City has not violated, is not violating, and has not been threatened with or received notice or charge

Karman Development, LLP

Option to Purchase

Page 5 of 15

asserting any violation of the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Responsibility cleanup and Liability Act of 1980 ("CERCLA"), the Toxic Substance Control Act of 1976, or any other federal, state, local, or foreign laws, including the rules and regulations thereon regulating or otherwise affecting the environment ("Environmental Laws") as the same may have been amended prior to the date hereof. No asbestos, formaldehyde, or polychlorinated biphenyl is present at or under the Option Parcel.

- B. Disposal of Substances. City has not disposed of any substances in any manner on the real estate which may form the basis for any present or future claim based upon current environmental laws or any demand or action seeking the cleanup of any site, location, or body of water, surface or subsurface, under any environmental laws which may subject City or Developer and/or the real estate to claim for damages.
- C. Septic Systems/Landfill. City does not believe that any septic systems exist on, in, or under the Option Parcel. City has not used the Option Parcel as a landfill or dump site which involved the disposal of solid waste in a manner which may materially impact

the value of the Option Parcel nor does City have any reason to believe that any third party has so used the Option Parcel.

- D. Above or Underground Storage Tanks. No above or underground storage tanks containing either a “regulated substance” (as defined in 40 CFR, Section 280.12), or “hazardous waste” (as defined under RCRA) have been installed in the Option Parcel by City or its agents or employees. City does not believe that any such tanks existed on or under the Option Parcel at any time in the past. At no time during City’s ownership or use of the Option Parcel have “hazardous substances” (as defined under CERCLA) or “hazardous waste” (as defined under RCRA), or “petroleum base substances” (as defined in 40 CFR, Section 280.12), been spilled, leaked, discarded or otherwise deposited on any of the Option Parcel. City has no reason to believe that any of the property is contaminated by “regulated substances” (as defined in 40 CFR, Section 280.12) or has “hazardous waste” (as defined in RCRA) originated from off-site sources of such substances.
- E. Indemnification. City shall indemnify and hold harmless Developer, its agents, successors and assigns from all liabilities, losses, causes of action, and expenses (including court costs and reasonable attorney fees related thereto) incurred in connection with or arising out of the falsity of any warranty, representation, covenant, or agreement set forth by City upon proof to a

Karman Development, LLP
Option to Purchase
Page 7 of 15

satisfactory and convincing degree that the representation of City are, in fact, false. This indemnification shall survive the closing on the Option Parcel.

F. Phase I Environmental Assessment. City has made a good faith inquiry into the environmental condition of the Option Parcel, including the procurement of a Phase I Environmental Assessment done by a reputable engineering firm, which assessment has been forwarded to Developer for review. Other than the matters disclosed in the Phase I Environmental Assessment and the representatives of this section, City makes no other representations in regard to the condition of the Option Parcel.

G. Access to Property. City shall permit Developer access to the Option Parcel prior to closing at no cost for the purpose of site inspection analysis, further environmental assessment, or other such preparation as may be deemed reasonable by Developer. Further, Developer has offered to keep and maintain the subject property during the option period at no cost to City. Developer agrees to hold City harmless for any and all injury that may occur to City, its agents or employees, Developer, its agents or employees, or third parties, or any properties or interests of any of the above referenced persons occasioned as a direct result of Developer's activities as contemplated in this section; provided Developer shall not be liable to City for any injury which occurs as

a result of City's negligence or arises out of any condition existing on the property prior to Developer's entry on the property. This hold harmless provision is intended to include all costs of defense, including reasonable attorney fees.

V. POST CLOSING CONTINGENCIES

- A. Site Plan. Unless done sooner, Developer shall, within six (6) months of closing on the Option Parcel, submit to City a site plan (the "Site Plan") of Developer's contemplated improvements for the property including all fencing, landscaping, lighting, off-street parking, off-street loading, building design, improvement layout (site drainage, utilities, soil erosion, etc.), accessory buildings, structures, signage, location of utilities, and exterior building materials for City's Review. Developer shall construct all improvements on the Option Parcel in substantial compliance with the Site Plan and any reasonable conditions imposed at the discretion of Seller at the time of review and approval of the Site Plan.
- B. Developer to Substantially Improve. Developer shall substantially develop the improvements on the Option Parcel in accordance with the Site Plan submitted to the City within one (1) year of closing. Substantial development as used in this Section means the completion of 75% of all required improvements shown on the approved Site Plan in accordance with all requirements of this

Karman Development, LLP
Option to Purchase
Page 9 of 15

Agreement. Substantial development shall be determined at the reasonable discretion of a mutually acceptable third party.

- C. Failure to Substantially Develop. If Developer does not comply with the provisions of Section V, paragraph, (A) and (B), above, City may, by certified mail, inform Developer of such failure. If after six months from the mailing of such notice, Developer has still not substantially developed the Option Parcel in compliance with the Site Plan, City may, without further notice or demand, deem this Agreement materially breached and may seek any remedy available to it pursuant to the terms of this document or otherwise available at law. Such remedies shall include the right of the City to rescind this Agreement and repurchase the Subject Parcel for the total amount of the purchase price less any real property taxes due or liens or judgments recorded or otherwise pertaining to the property. If repurchase is made under this Section, all improvements on the Subject Parcel shall become that of City and Developer shall remain liable and hold City harmless for any lien, claim, or judgment which may arise against the Option Parcel as a result of consequence of Developer's ownership efforts thereon. At the option of City, City may require Developer to remove any partial construction placed on the Option Parcel by Developer, its agents or employees, at Developer's cost. If Developer is delayed from achieving substantial development as

required in this Agreement due to circumstances beyond its reasonable control, including, but not limited to, strikes, acts of God, hurricane, flood, washout, explosion, sabotage, acts of a public enemy, war, riot, blockade, embargo, civil disturbance acts, orders, legislation, regulations, or directions of any governmental or other public authority, or other forces majeure, the rescission and repurchase provisions of this paragraph shall be postponed by the period of such delay.

VI. REPURCHASE CLOSING. Closing for the repurchase of the Option Parcel as contemplated in Section V, paragraph (C), shall occur not more than sixty (60) days after the expiration of the six-month cure period referred to therein unless another time is specifically agreed upon in writing between the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously submitted by Developer, naming City as the owner and shall remove any and all encumbrances not present on the title of the Option Parcel at the time of the original closing. Title shall be conveyed by Warranty Deed to City and Developer shall pay all closing costs and filing fees.

VII. PAYMENT IN LIEU OF TAX

A. Obligation. Except in cases of the exercise of eminent domain, Developer obligates itself and its successors and assigns to make a payment in lieu of tax to City should the Fee Parcel or any improvements located thereon, become exempt from property tax

Karman Development, LLP
 Option to Purchase
 Page 11 of 15

for any reason. Such payment in lieu of the tax shall be determined and paid as provided herein.

B. Calculation and Payment.

1. The value of the property shall be as determined by the City Assessor in accordance with Chapter 70, Wis. Stats. The City Assessor shall notify the property owner of the property valuation and any changes thereto in accordance with and set forth in Chapter 70 Wis. Stats.
2. On or before December 1st of each year City shall invoice the property owner for the amount of its payment in lieu of tax, calculated as follows:

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

For example, assuming 2008 City property tax rate of \$5.25/\$1,000, if the subject property is valued at \$250,000 the payment in lieu of tax would be \$1,312.50 (\$250,000 x .00525).

3. Failure of property owner to make its payment in lieu of tax to the City Clerk-Treasurer on or before December 31st of the year so calculated shall result in the amount due being placed upon the property as a special charge.

VIII. DEFAULT PROVISIONS

- A. Breach and Cure. Any provision of this Agreement that does not contain a specific remedy shall be resolved as provided hereunder.

Karman Development, LLP
Option to Purchase
Page 12 of 15

If one party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has thirty (30) days to cure such breach. If there is no cure of that breach, party may bring any action available for any remedy in law or equity.

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

IX. MISCELLANEOUS

- A. Contractual Interpretation. The paragraphs headed by Roman numerals in this Agreement are to be referred to as sections and are intended to include as categories there under lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs, and the numbered paragraphs there under as subparagraphs. The section, paragraph and subparagraph headings of this Agreement are for the convenience of reference only and

Karman Development, LLP
Option to Purchase
Page 13 of 15

shall not limit or otherwise affect the construction of any terms or provisions of this Agreement.

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

If to Developer:

Karman Development, LLP
c/o James Karman
860 O'Keefe Road
De Pere, WI 54115

If to City:

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

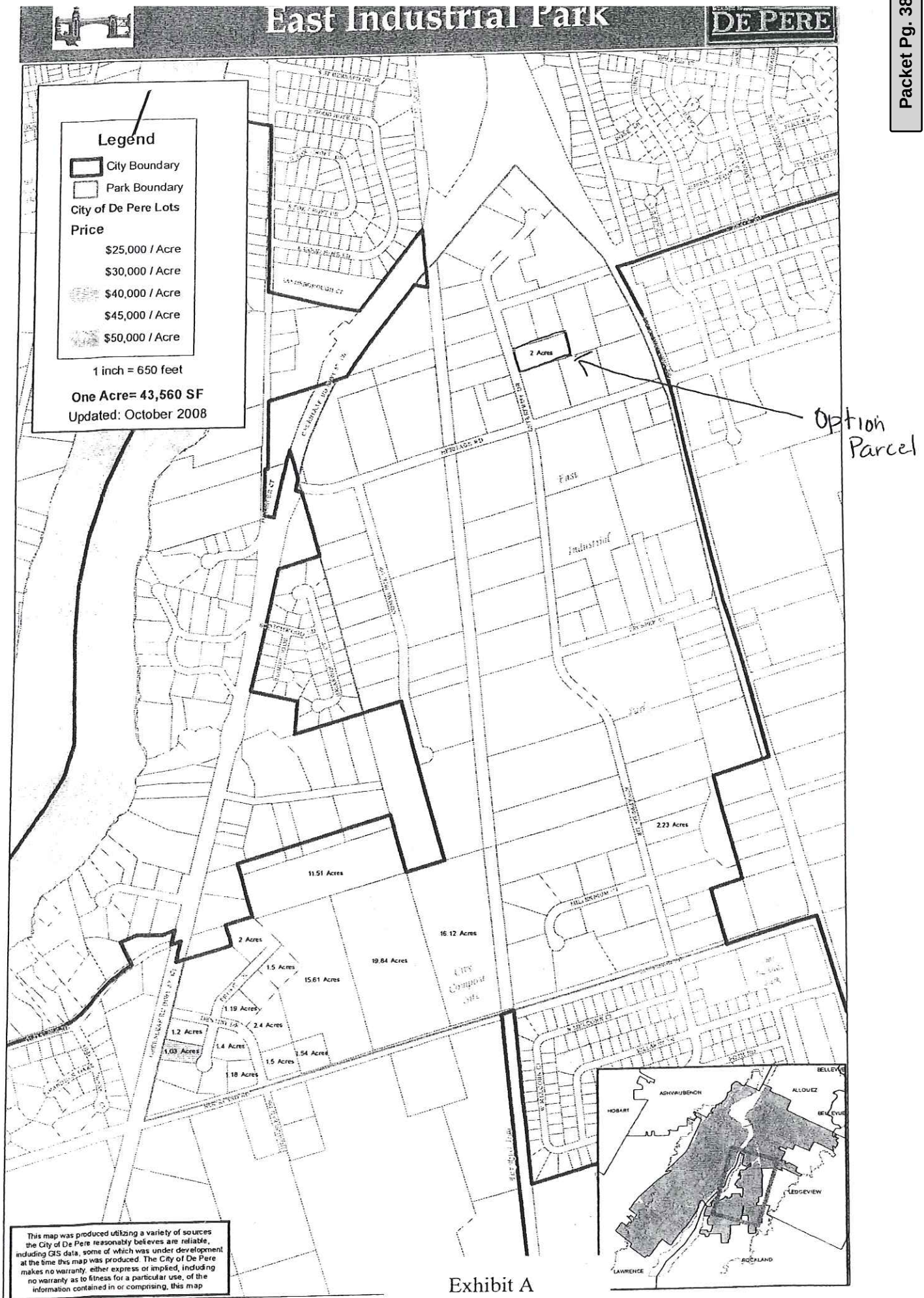
- C. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- D. Assignment. Until the Development obligations of Section V are satisfied by Developer, Developer shall not have the right to assign this Agreement or any rights or obligations thereunder without first having obtained the written consent of the other party. City acknowledges that for income tax purposes, Developer may desire to have the subject parcel transferred to a holding entity of its choosing rather than transferred directly to Developer. City

consents to transferring the subject parcel to a holding entity named by Developer provided that:

1. The holding entity shall be bound by all terms and conditions of this agreement;
2. The holding entity shall be prohibited from transferring the subject parcel to any entity other than Developer. This condition shall expire upon the completion of all development obligations of this agreement.
3. Developer shall name, in writing, the holding entity to which it desires the property be transferred no less than seven (7) days prior to the scheduled closing.

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

Drafted by: Judith Schmidt-Lehman
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City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: February 9, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Consulting Services between the City of De Pere and Springsted, Inc.
(Tax Increment Financing District #7 Amendment). *

ATTACHMENTS:

- FP TID #7 Memo (DOCX)
- 2016-02-03 De Pere WI TID 7 Project Plan Amendment Draft Work Plan (DOC)

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: February 3, 2016

RE: **Request to engage Springsted, Inc. for TID #7 Project Plan and Boundary Amendment**

PROJECT SUMMARY

TID #7 is located on the east side of Downtown as shown on the below image. A project plan and boundary amendment are necessary in order to consider the proposed Mulva Center project. TID #7 was created in October of 2006 and closes October 2033. This TID has been amended once, in 2014, to recalculate the base value based on a decrement situation and update the Project Plan.

A draft scope of services from Springsted is attached. Funds for this project would come out of TID #7.



RECOMMENDATION

Authorize staff to draft a resolution for Consulting Services between the City of De Pere and Springsted, Inc. (Tax Increment Financing District #7 Amendment).

Attachments

c: Michael Walsh, Mayor
 Larry Delo, City Administrator
 Judith Schmidt-Lehman, City Attorney

Attachment: FP TID #7 Memo (4361 : Springsted, Inc. TID #7 Agreement)



City of De Pere, Wisconsin

Proposed Boundary and Project Plan Amendment for Tax Incremental Financing District No. 7

Work Plan

February 2016

Objective(s)

The purpose of this workplan is to provide a cost estimate and to outline the steps necessary to amend the existing Tax Incremental Financing District No. 7 to reflect an increased geographic area and project budget.

Task I - Project Analysis and Feasibility

Springsted will provide the following financial analysis of the proposed project:

- An analysis of the ability to repay debt service that may be issued by the City for the construction of infrastructure or other public improvements with tax increment revenues to be received by the City from the development of improvements proposed.
- An analysis of the ability of the City to recover from future tax revenues, development assistance incentives to be given by the City to any businesses in exchange for their agreements to construct taxable property within the proposed project area.
- An evaluation of the forms of development assistance incentives. We will identify the extent of financial risk to be incurred by the City and its taxpayers under various options, including traditional TID development, a Pay-As-You-Go (PayGo), and other approaches that may be useful for this project. This evaluation will also identify the affect these options may have on the project's financial feasibility.
- Interface financial issues related to the original TID Plan with the proposed Amendment.

Task II - Boundary and Project Plan Amendment for TID 7:

Springsted will deliver the following output in accordance with the Boundary and Project Plan Amendment for TID 7:

- We will assist the City in amending the existing Tax Incremental Financing District No. 7, and will prepare the Boundary and Project Plan Amendment for consideration and adoption by the appropriate governmental bodies in the statutorily defined order and schedule.
- We will assist the City in drafting and/or reviewing all required notifications per WI Statutes.
- We will assist the City in negotiating applicable development agreements with proposed developers in current and subsequent phases, as deemed necessary and subject to development and market conditions.

Compensation

We propose to complete the work as described in this proposal at our hourly rates indicated below, but not to exceed \$6,000, exclusive of any out-of-pocket expenses such as travel and copying. Since we previously assisted the City with the creation and amending of several recent Tax Incremental Districts, the City should experience a cost-savings through our hourly billing approach with the amendment. We have not included any travel in this cost estimate, however, for each meeting attended in De Pere, at the City's discretion; we propose to charge a flat fee of \$850. Fees for services related to the amendment of the TID Plan are payable upon the plan's completion.

2016 Standard Hourly Fee Schedule	
Title	Rate
Principal & Senior Officer	\$260
Project Coordinator & Other Officers	\$215
Analyst	\$160
Support Staff	\$ 60

Additional Work

For negotiating individual development agreements as described in the second bullet point of the Task II Work Plan, hourly fees will be billed according to the above schedule assuming the Project Coordinator & Other Officers rate of \$215 per hour:

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: February 9, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consider Request for Extension of Time under JDL3 Properties, LLC Development Agreement.*

ATTACHMENTS:

- Mayor & F-P - JDL3 extension 2-1-16-176-002-15 (PDF)
- JDL3 Properties Development Agreement (PDF)

CITY OF DE PERE

MEMO

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

From: Kimberly Flom, Economic Development & Planning Director
Judith Schmidt-Lehman, City Attorney

RE: Request for Extension of Time under Development Agreement – JDL3 Properties, LLC

Date: February 1, 2016

In November 2015, the Council authorized an Agreement with JDL3 Properties, LLC for the Sale/Purchase of 9 acres of property along American Boulevard in the Southbridge Business Park. The Agreement called for, among other things, a 90 day “due diligence” period prior to transfer of the property, followed by construction of an approximate 51,000 sq. ft. production facility with a guaranteed value for assessment purposes of \$3 million as of January 1, 2017. Attached is a copy of that Agreement for your convenience.

Due to unexpected circumstances, JDL3 Properties has had to move out of its former facility, resulting in an unanticipated 12 month lease on a replacement facility. JDL3 Properties is therefore requesting a 6 month extension of the due diligence period in order to dovetail the completion of its new facility on American Boulevard with the termination of this new 12 month facility lease.

City staff recommends approval of the extension request. While the extension will move the guaranteed assessment value date to January 1, 2018, TID #6 will be able to cover the resulting reduction in increment.

If you have any questions regarding this prior to the February 9, 2016 meeting, feel free to call Kim at 339-4043 or Judy at 339-4042.

Attachment

H:\jdupont\Memos\2016\Mayor & F-P - JDL3 extension 2-1-16-176-002-15.docx

Attachment: Mayor & F-P - JDL3 extension 2-1-16-176-002-15 (4336 : Consider Request for Modification of JDL3 Agreement)

**AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN PROPERTY BETWEEN THE
CITY OF DE PERE AND JDL3 PROPERTIES, LLC**

THIS AGREEMENT, made and entered into this 30th day of November, 2015,
by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and JDL3
Properties, LLC, a Wisconsin limited liability company (“Developer”).

RECITATIONS

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

WHEREAS, Developer desires to enter into an agreement to purchase a 9.0 acre parcel
for the purpose of constructing an approximate 51,000 square foot production facility
(“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District
No. 6 (the “District”) and adopted a Project Plan (the “Project Plan”) for the District
authorizing the expenditure of funds within the District; and

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

WHEREAS, Developer’s ability to commence the Development Project is contingent
upon the City’s providing financial and other assistance to Developer on the terms set forth in
this Agreement; and

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

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and
promises contained herein and other good and valuable consideration, the receipt of which is

acknowledged, the undersigned hereby agree as follows:

I. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the 9.0 acre parcel of real estate shown as Lot 1 on the Certified Survey Map (CSM), which is attached hereto as Exhibit A and legally described as follows:

Lot 1 of Volume _____ Certified Survey Maps, page _____, Brown County Map No. _____, West side of Fox River, City of De Pere, Brown County, Wisconsin.

Such parcel is identified on Exhibit A and is defined herein as the "Fee Parcel."

A. Purchase Price. The purchase price for the Fee Parcel shall be Thirty-Five Thousand and no/100 dollars (\$35,000) per acre, for a total purchase price of Three Hundred Fifteen Thousand and no/100 Dollars (\$315,000).

B. Municipal Improvements and Utilities. The purchase price for the Fee Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water. Developer shall, at its sole cost, be responsible for the following private utility improvements: electric service, natural gas and telecommunication services. All of such improvements and utilities shall be available from and located in and along the entire length of the City right-of-way and applicable utilities easements along American Boulevard. The purchase price, however, is not intended to and does not cover extension of municipal improvements from their location in City right-of-way to the buildings and improvements to be constructed on the Fee Parcel.

C. Security Interest in Fee Parcel. As security for Substantial Completion (as defined below) of the Development Project, Developer shall execute a mortgage (utilizing State Bar of Wisconsin Form 21-2003) in the amount of Three

Hundred Eighty-one Thousand Dollars (\$381,000.00) in favor of City at the closing on the Fee Parcel ("City Mortgage"). The City agrees that (i) the City Mortgage shall be in a security position subordinate only to a mortgage lien in favor of Developer's primary lender and (ii) that City shall execute any such subordination or intercreditor documents as may be reasonably required by Developer's lender. The City shall release the City Mortgage upon Substantial Completion of the Development Project.

D. Earnest Money. Developer shall forward to City earnest money in the amount of \$500 within ten (10) days of the execution of this Agreement. Such earnest money shall be credited against the purchase price upon closing on the Fee Parcel. Should the Fee Parcel sale fail to close for reasons not attributable to the City, the earnest money shall be forfeited to City.

II. CLOSING PROCEDURE. Closing shall take place within thirty (30) days after the expiration of the Inspection Period at De Pere City Hall unless the parties otherwise agree in writing. The following constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Fee Parcel, each of which must be satisfied, or waived in writing by Developer, prior to closing:

A. Certified Survey Map of Fee Parcel. City shall, at its own expense, have a certified survey map ("CSM") of the Fee Parcel prepared by a certified surveyor. The proposed CSM shall be provided to Developer no later than ten (10) days following execution of this Agreement and shall be subject to Developer's approval prior to recording the same with the Brown County Register of Deeds, which approval shall not be unreasonably withheld.

B. Inspection Period.

1. Developer shall have ninety (90) days from the date this Agreement is executed to perform such due diligence, including, but not limited to, tests and investigation regarding the Fee Parcel as necessary to confirm the feasibility of the Development Project and the environmental condition of the Fee Parcel and the existence of any hazardous substances or materials, review of condition of title to the Fee Parcel as evidenced by the title commitment, review of the CSM and ALTA Survey, develop and prepare final plans and specifications for the Development Project, obtain final construction pricing based upon the final plans and specifications, secure and document a construction loan for the Development Project, and secure and document equity commitments for the Development Project, as applicable. City shall permit Developer access to the Fee Parcel prior to closing at no cost to Developer for the purpose of such site examinations, testings and investigations as deemed necessary by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above referenced persons, occasioned as a result of Developer's site examination and testing activities as contemplated by this Section. The hold harmless provision of this Section is intended to include all costs of defense, including reasonable attorney fees.

2. Notwithstanding anything contained in this Agreement to the contrary, if the Developer determines, that, (a) the Fee Parcel, or any portion

thereof, is not satisfactory to Developer, (b) any of the due diligence items detailed in Section II(B)(i) above, are not completed to the satisfaction of Developer or (c) any of the contingencies contained in this Agreement are not satisfied or waived by Developer, as determined by Developer; then Developer may terminate this Agreement upon written notice given to City on or prior to the date of expiration of the Inspection Period and the earnest money shall be retained by the City. Developer and City hereby each waive any and all rights to challenge the enforceability of this Agreement on the basis that any of the conditions and contingencies set forth herein are illusory.

C. Evidence of Title/Title Defects. The City shall at its own expense, provide title insurance for the Fee Parcel to be conveyed and shall forward a copy of the commitment of such title insurance to Developer within ten (10) days following the execution of this Agreement. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by Chicago Title Insurance Company with an extended coverage and gap endorsement showing title to the Fee Parcel to be marketable and free and clear of all liens and encumbrances. City shall, at its cost and expense, satisfy and/or delete all standard title insurance exceptions to such title insurance policy. If Developer gives City notice of any title defects prior to the closing, which are not acceptable to Developer or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option, and in the event this Agreement is terminated, then the earnest money shall be

immediately returned to Developer.

D. Financing. Developer shall have obtained a loan commitment from a lender on such terms and conditions acceptable to Developer, in its sole discretion, and Developer shall present to City, prior to the transfer of the Fee Parcel hereunder, such loan commitment or such other commitment as may be acceptable to the City and the Redevelopment Authority ("RDA") to finance the Development Project.

E. Approval of Plans. The City Plan Commission shall have approved all plans and specifications for the Development Project, including, but not limited to, the Site Plan (as defined below).

F. Permits and Approvals. Developer shall have obtained all necessary licenses, permits, certifications and approvals (state, federal, county, municipal or otherwise) required in connection with the Development Project.

G. Environmental. The Developer shall, at its own expense, obtain, a current Phase I environmental audit of the Fee Parcel by an environmental engineer satisfactory to Developer, which audit shall indicate that no hazardous condition, material or substance, recognized environmental conditions or any other condition, whether material or immaterial, (i) exist on, in or with respect to the Fee Parcel, or any real estate adjacent to the Fee Parcel, or (ii) impair, interfere or negatively impacts the Development Project, as determined by the Developer. If such Phase I environmental report indicates that a Phase II investigation is necessary to ascertain or confirm whether a hazardous material, condition, substance or recognized environmental condition exists on, in or with respect to the Fee Parcel, Developer may, at the Developer's own expense, perform such Phase II investigation, and the Inspection Period and the closing

of the purchase of the Fee Parcel shall be extended an additional sixty (60) days from the date Developer received the Phase I environmental report. The Phase II investigation report, and the Developer's obligations under this Agreement, shall be subject to and contingent upon Developer's review and approval of such Phase II investigation report, in its sole discretion.

For purposes hereof, a hazardous material, condition or substance, recognized environmental condition or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of underground or aboveground storage tanks, petroleum products or similar substances.

H. Soil and Topographic Conditions. Developer shall have obtained (i) written confirmation from a recognized and qualified soil and engineering firm selected by Developer, that the soil and subsoil conditions of the Fee Parcel are sufficient and suitable, as determined by Developer, in its sole discretion, to permit the construction of the Development Project, and (ii) soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer.

I. Closing Costs. City shall pay all closing costs usually and customarily paid by a seller in transactions similar to the transaction contemplated by this Agreement, including, without limitation, the cost of the title insurance as

provided herein.

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

1. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the Fee Parcel and the Development Project, as determined by Developer in its sole discretion.
2. Easements of record, provided the same do not restrict or interfere with the intended use of the Fee Parcel and the Development Project, as determined by Developer in its sole discretion.
3. Obligations contained in this Agreement.

III. CITY WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Audit of the Fee Parcel, dated September 28, 2006, prepared by Robert E. Lee & Associates, Inc. The City represents that at the time of purchase of the Fee Parcel and the adjacent real estate it made reasonable inquiries into the use of the Fee Parcel and was informed that during the time of the City's predecessors-in-interest's ownership of the Fee Parcel, the Fee Parcel was used as farm land only. Based on the results of those inquiries and information supplied to date, City represents and warrants as follows:

1. **Past Use of Fee Parcel.** To the best of its knowledge, the Fee Parcel was used as farm land only and no portion of the Fee Parcel has ever been used:

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

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

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

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

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

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

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

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

pursuant to any statute, ordinances, or regulations.

4. Compliance with federal, state, or local environmental

laws. The current use of the Fee Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

B. Flood plain or wetlands. The City represents that it has not undertaken and under this Agreement is not obligated to undertake a wetland delineation study of the Fee Parcel.

C. Zoning. The City represents and warrants that the current zoning classification for the Fee Parcel is Industrial Business 2 (I-B-2).

D. Provisions to Survive Closing. The representations and warranties provided in Paragraphs A, B and C of this Section shall survive the closing of this transaction.

IV. CITY OBLIGATIONS

A. The City agrees to defray the costs of the Development Project by making project grants (collectively, the “Project Grants” and individually a “Project Grant”) to Developer. The aggregate amount of the Project Grants to be paid to Developer shall be \$381,000 and such Project Grants shall be paid to Developer on the following schedule:

1. Project Grant #1: \$90,000 discount of purchase price
2. Project Grant #2: \$225,000 at closing of the purchase of the Fee Parcel
3. Project Grant #3: \$66,000 upon issuance of the Certificate of Occupancy for the building issued by the Building Inspection Department

B. The aggregate amount of the Project Grants is premised upon the completed Development Project and Fee Parcel having an aggregate assessed value for real property tax purposes of not less than \$3.0 million as of January 1, 2017. If the assessed value of the Development Project and Fee Parcel as of that date is less than stated above, Developer and its successors and assigns, agree to make the Deficit Payment (as defined below) to City as provided in Article V, Section B below.

C. The City agrees to cooperate in the timely prosecution and granting of applications made by Developer for any certifications, permits or approvals appropriate or necessary for the Development Project, as well as all applications related to any revolving loan fund loans requested by Developer from the City and/or Brown County.

D. The City and Developer agree to negotiate any future TID incentive under TID No. 12 that Developer may request with respect to any future expansion of the improvements to be made to the Fee Parcel.

V. DEVELOPER OBLIGATIONS

A. Construction

1. Site Plan. Developer shall submit a site plan ("Site Plan"), including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon, which may be reasonably required by City. Said Site Plan shall be submitted to City by the second (2nd) Monday of the month prior to closing. Approval and review of the

Site Plan shall be based on the City's Planning and Development Standards for the Business Park and may be subject to additional reasonable conditions imposed at the reasonable discretion of the City. The City and its representative departments and staff shall promptly review the Site Plan and not unreasonably delay, withhold or condition approval of the Site Plan. The parties agree and understand that time is of the essence as to the approval of the Site Plan. If the obligations of the Developer contained in this Paragraph are not complied with, the City may proceed as provided in Paragraph 3, below.

2. Developer to Substantially Improve. Developer shall commence construction within ninety (90) days after the date of closing on the purchase of the Fee Parcel. "Commence construction" as used in this Agreement means Developer's and/or Developer's contractor's mobilization of equipment to the Fee Parcel and visible commencement of work on the Fee Parcel. Within twelve (12) months after the date of closing on the purchase of the Fee Parcel, Developer shall Substantially Complete (as defined below) the Development Project materially in accordance with the Site Plan submitted to the City, as such Site Plan may be subsequently amended and approved; provided, however, if such Site Plan is amended and approved subsequent to initial approval by the City, then the time period for Substantial Completion shall be extended an amount of time commensurate with the time required to obtain the subsequent approval from the City. "Substantial Completion" as used in this Agreement shall mean that Developer has sufficiently completed the Development Project such that a Certificate of Occupancy has been issued

by the City Building Inspector.

3. Failure to Submit Site Plan. If, in the reasonable discretion of City, Developer has not complied with the provisions of Paragraph 1 above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory Site Plan, City may terminate this Agreement by written notice thereof to Developer and, in the event of such termination the earnest money shall be retained by the City.

4. Failure to Commence Construction. If Developer fails to commence construction (as defined in Article V, Section A(2) above) of the Development Project within ninety (90) days after the date of closing on the purchase of the Fee Parcel, then City may, upon prior written notice to the Developer, repurchase the Fee Parcel for the price actually paid by Developer for the Fee Parcel, less any real property taxes due or liens or judgments of record. If Developer commences construction (as defined in Article V, Section A(2) above) of the Fee Parcel within the timeframe as required above, the City's repurchase right shall immediately terminate.

5. Repurchase Closing. Closing for any repurchase as contemplated in Article V, Section A, Paragraph 4, above, shall occur not less than thirty (30) days from the date of the notice referred to therein, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all

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

6. Return of Project Grants. If Developer fails to attain Substantial Completion of the Development Project by the deadline required under this Agreement, City shall be entitled to return of the Project Grants received by Developer. Developer shall return all sums received as Project Grant, within thirty (30) days of City's written demand. Upon repayment in full of the Project Grants received by Developer the obligations found in Article V, Section B and Article V, Section D shall become null and void.

7. Force Majeure. If Developer is delayed in (a) submitting the Site Plan and receiving approval from the City, (b) commencement of construction or (c) attaining Substantial Completion, as required in this Agreement and as referred to in this Article V, due to circumstances beyond the reasonable control of Developer, including, but not limited to, Acts of God, or forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, strikes, embargoes, unavailable materials, breach of contract by contractors or subcontractors, and unusually severe weather delays, then the termination right in favor of City (as described in Article V, Section 3 above), the repurchase right of the City (as described in Article V, Section 4 above) and the obligation to return the Project Grants (as described in Article V, Section 4 above) shall be postponed by an amount of time commensurate with the period of such delay.

B. Guarantee of Value. Developer warrants that as of January 1, 2017, the value of the Development Project and the Fee Parcel shall not be less than \$3.0 million (the “Guaranteed Value”). Developer, for itself, its successors and assigns, agrees that should the assessed value of the Fee Parcel and the Development Project as of January 1, 2017, be less than the Guaranteed Value, it will make a Deficit Payment to City (the “Deficit Payment”) equal to the difference in taxes to be collected due to the shortfall in the Guaranteed Value. Such Deficit Payment shall be determined as follows:

1. The amount of the Deficit Payment shall be determined by subtracting the assessed value from the Guaranteed Value. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for that tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it was due.

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

C. Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District (which is statutorily expected to close as of December 31, 2020) to appeal the assessed value of the Development Project and Fee Parcel; provided said assessed value is equal to or less than the Guaranteed Value.

D. For the duration of the statutory life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Fee Parcel to any entity, whereby

such sale or lease would cause any portion of the Fee Parcel to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Fee Parcel during the duration of this Agreement prohibiting any use of the Fee Parcel during the term of this Agreement, which would cause the Fee Parcel or any portion thereof to become tax exempt. Should the Development Project and Fee Parcel nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that payment in lieu of tax shall then be made by the owner of the Fee Parcel in accordance with Article V, Section B above.

VI. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has thirty (30) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity; provided, however, in the event a party is pursuing a cure but the cure cannot be completed in the cure period provided herein, then it shall not be construed as a default if the party immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in

compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VII. MISCELLANEOUS.

A. Obligations to run with the Fee Parcel. The obligations contained herein shall run with the Fee Parcel and are binding on all subsequent owners of the Fee Parcel as applicable. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Developer may assign this Agreement in its entirety only upon written notice of such assignment to City, including acknowledgement by the assignee of the obligations contained in this Agreement and consent to the same.

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

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

1. If to Developer:

JDL3 Properties, LLC
James D. Livermore
4307 13th Street
Menominee, MI 49858

With copy to:

Attorney David P. Dewick
Hager, Dewick & Zuengler, S.C.
200 South Washington Street, Suite 401
Green Bay, WI 54301

2. If to City:

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

With a copy to:

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

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

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

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

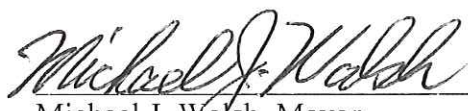
JDL3 PROPERTIES, LLC

By:


James D. Livermore, Member

CITY OF DE PERE

By:

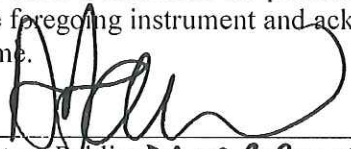

Michael J. Walsh, Mayor


Shana D. Ledvina, Clerk-Treasurer

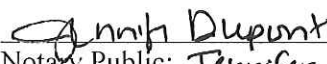
State of Wisconsin)
: SS
Brown County)

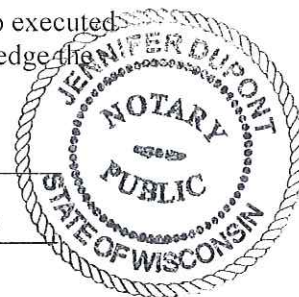
State of Wisconsin)
: SS
Brown County)

Personally came before me on this 30th day of November, 2015, the above named James D. Livermore, known as the person(s) who executed the foregoing instrument and acknowledge the same.


Notary Public: DAVID P. DEMILLE
My Commission expires: is permanent

Personally came before me on this 10th day of November, 2015, the above named Michael J. Walsh, Mayor and Shana D. Ledvina, Clerk-Treasurer, known as the person(s) who executed the foregoing instrument and acknowledge the same.


Notary Public: JENNIFER DUPONT
My Commission expires: 5/15/16



Drafted by: City of De Pere

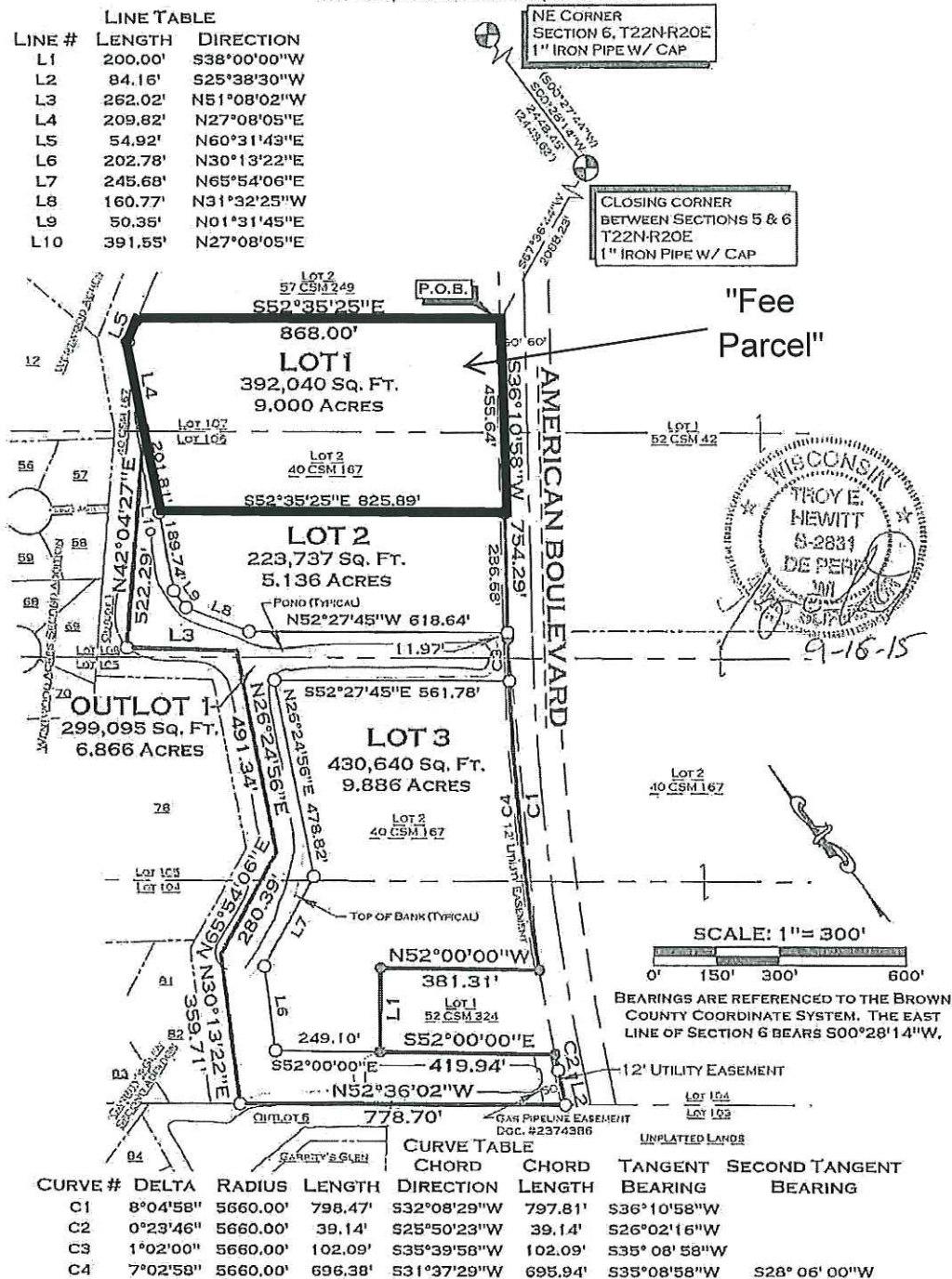
H:\jdupont\Agreements\2015\JDL3 - Sale & Development Agreement final 10-28-15-176-002-15.docx

Preliminary

CERTIFIED SURVEY MAP

PART OF LOT 2, VOLUME 40 OF CERTIFIED SURVEY MAPS, PAGE 167, MAP NUMBER 6087, DOCUMENT NUMBER 1740762, BEING PART OF LOTS 104, 105, 106 AND 107 OF WILLIAMS GRANT SUBDIVISION, CITY OF DE PERE, BROWN COUNTY, WISCONSIN

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	200.00'	S38°00'00"W
L2	84.16'	S25°38'30"W
L3	262.02'	N51°08'02"W
L4	209.82'	N27°08'05"E
L5	54.92'	N60°31'43"E
L6	202.78'	N30°13'22"E
L7	245.68'	N65°54'06"E
L8	160.77'	N31°32'25"W
L9	50.35'	N01°31'45"E
L10	391.55'	N27°08'05"E



City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: February 9, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Richco Rd Discontinuance and Stormwater Pond Agreement*

ATTACHMENTS:

- RichCo Road Memo FP (PDF)

City of De Pere MEMORANDUM



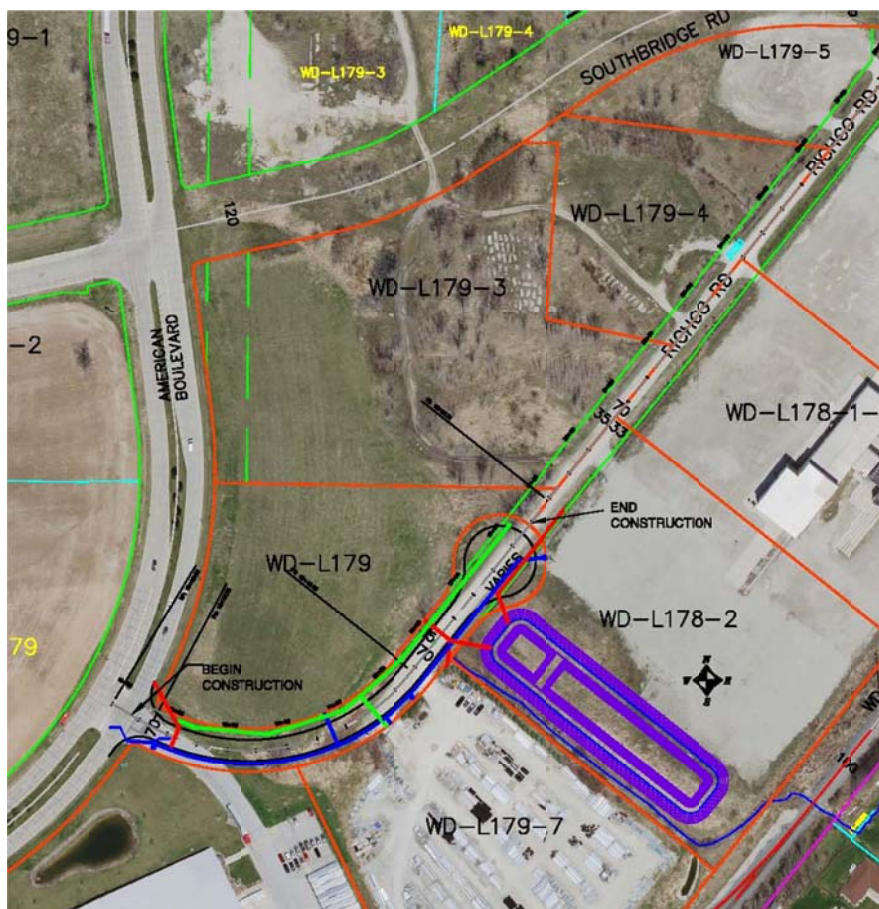
To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: February 4, 2016

RE: **Richco Road – Street and Infrastructure Improvements**

PROJECT SUMMARY

Richco Road is located in TID #6 in the West Industrial Park. This gravel road provides a connection between Red Maple Road and American Boulevard, but is not improved with utilities. Because we are in the last year of expenditures for TID #6, a number of infrastructure projects are planned in order to utilize available increment. These projects include new road connections, stormwater facilities and existing road improvements.

Richco Road is planned to be rebuilt as a cul de sac street off of American Boulevard. The construction of this project provides nearby parcels with utility access and regional stormwater retention, and also eliminates a Richco Road access to Red Maple Road. Eliminating this street access prepares the City for the Southern Bridge project.



Attachment: RichCo Road Memo FP (4335 : Richco Rd Discontinuance and Stormwater Pond Agreement)

The City has been working with the Kenneth C. Stock (KC Stock) who owns three parcels currently served by Richco Road. He has combined the parcels in order to make the new road configuration possible. The City also seeks to acquire some land from Mr. Stock in order to construct the regional detention facility in the best geographic location. Mr. Stock has expressed interest in acquiring additional Richco Road right of way to facilitate future development potential of his property.

The below bullet points outline proposed terms with KC Stock for this project.

- o The City will first complete due diligence on the land preferred for the stormwater facility. The due diligence will include a Phase I Environmental report and limited soil sampling. The results of these tests will determine if further work is required or if the detention pond needs to be relocated.
- o The City will purchase the detention pond property from Mr. Stock at a price of \$35,000/acre (4.073 acres = \$142,555), which is consistent with the asking price for municipally owned land in this area.
- o The City will sell Mr. Stock the requested Richco Road former right of way for \$35,000/acre (.27 acres = \$9,450).
- o Mr. Stock must combine parcel WD-L179-5 and Richco Road property adjacent to Red Maple Road with existing property to create a contiguous parcel. The right of way needed in order to do this will be dedicated to him because he owns the land on either side of Richco Road in this location.

RECOMMENDATION

Approve the above terms and project concept and authorize staff to work with the property owner to draft a Developer's Agreement.

Attachments

c: Michael Walsh, Mayor
Larry Delo, City Administrator
Judith Schmidt-Lehman, City Attorney



City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: February 9, 2016

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Consider bids received for Fire Station #2 Renovation.*

ATTACHMENTS:

- FIRE STATION 2 RENOVATION (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief *DeRubin*

Date: February 9, 2016

Re: Fire Station 2 Renovation – Construction Contractor Selection

The Fire Department received five (5) bid proposals to provide construction materials and workmanship needed to complete the renovation at Fire Station 2 located at 1180 Grant Street (West Side). The five (5) sealed bids that were received were based on the construction documents (drawings and written plans) that were developed and distributed by the project Architectural Firm, SEH, Inc. of Appleton, Wisconsin. The final plan was reviewed and approved by the Fire Rescue Department's Renovation Team and senior leadership. The project action plan steps that are being followed include:

1. Conceptual Design
 - a. Meet with staff to evaluate the current facility and review staff concerns and gather input.
 - b. Review applicable state and/or zoning codes.
 - c. Review past plans for the fire station.
 - d. Based on research and data, generate a preliminary ADA compliant design incorporating energy efficiency and LEED considerations for review with staff.
 - e. Provide recommendations on temporary living facilities.
 - f. Minimize impacts to materials that could potentially contain asbestos.
 - g. Finalize design.
 - h. Generate a preliminary estimate for the project.
2. Design Development
 - a. Develop final plans and specifications.
 - b. Prepare and submit plans for state approval.
 - c. Prepare a summary of quantities and construction cost opinion.
 - d. Prepare documents for bidding.
3. Construction Bidding and Administration
 - a. Provide bidding documents (the City will provide general conditions).
 - b. Address questions during the bidding.
 - c. Attend bid opening and evaluate bids.
 - d. Make a recommendation to the City.

Attachment: FIRE STATION 2 RENOVATION (4333 : Consider bids received for Fire Station #2 Renovation.*)

Request for proposals (RFP) were downloaded by ten (10) Wisconsin construction companies. A total of five (5) sealed bid proposals were received. The sealed bid opening took place at the Municipal Service Center in the large Conference Room on Thursday, January 14, 2016 at 2:00 p.m. Representing the City of De Pere was Mr. Pat Fehrenbach of SEH, Inc.; City Engineer Eric Rakers and Fire Chief Dennis L. Rubin.

The bid opening revealed the followingⁱ:

Construction Company Bidder	Amount of Bid
RJM Construction of Black Creek	\$261,950
Zeise Construction of Green Bay	\$299,000
Milbach Construction of Kaukauna	\$317,900
Cardinal Construction of Fond du Lac	\$366,532
IEI General Contractors of De Pere	\$369,250

Considering the base bid amount; the bidder pre-qualification review; and the input from the project Architect; City Staff is recommending that the Common Council contracts with RJM Construction of Black Creek, WI to complete the Fire Station 2 renovation work at a cost of \$261,950. The detailed breakdown bid sheet calculationⁱⁱ is attached to this staff report.

The Fire Station 2 remodel project allocation is a total of \$500,000. The funding is included in the Capital Improvement Program (CIP) budget line item. This funding includes the above identified construction costs, architectural design and inspection, project contingency, asbestos abatement contingency, appliances, technology and furniture upgrades. I am pleased to point out that this project is on-budget and should be completed within a reasonable timeframe.”

Finally, once this project is approved by the City Council, the cycle time for this project (from start to completion) will be discussed with the selected contractor. The expectation, barring unforeseen circumstances will be four (4) months. This project will come in on budget and within a reasonable timeframe.

Thank you for your consideration of this request. We respectfully urge the Finance and Personnel Committee to approve this request and forward it for final approval by the City of De Pere Common Council.

ⁱ SEH, Inc. “Bids Received” matrix

ⁱⁱSEH, Inc. Detailed Bid Form



BIDS RECEIVED

City of De Pere
Fire Station #2 - Remodel
Project Manager: Pat Fehrenbach

Bid Date: 2:00 pm January 14, 2016

BIDDER	5% BID BOND Y/N	ADDENDUM 1 Y/N	NON COLLUSION Y/N	BASE BID AMOUNT	ALTERNATE #1: ALT FIRST FLOOR PLAN	ALTERNATE #2: ALT BASEMENT PLAN	ALTERNATE #3: KEEP EXISTING MECHANICAL	ALTERNATE: #4 NO FIRE PROT. IN APP. BAY	ALTERNATE TOTALS:
Milbach Constrction Kaukauna, WI	Y	Y	Y	\$317,900.00	-\$19,900.00	-\$15,840.00	-\$5,580.00	-\$3,358.00	-\$44,678.00
Cardinal Construction Fond du Lac, WI	Y	Y	Y	\$366,532.00	-\$21,190.00	-\$21,340.00	-\$4,360.00	-\$7,130.00	-\$54,020.00
Zeise Construction, Green Bay WI	Y	Y	Y	\$299,000.00	-\$28,000.00	-\$24,950.00	-\$4,300.00	-\$2,400.00	-\$59,650.00
RJM Construction Black Creek, WI	Y	Y	Y	\$261,950.00	-\$23,000.00	-\$20,700.00	-\$5,200.00	-\$3,250.00	-\$52,150.00
IEI General Contractors De Pere, WI	Y	Y	N	\$369,250.00	-\$19,785.00	-\$20,875.00	-\$4,075.00	-\$5,800.00	-\$50,535.00

DEPEW 133719

De Pere Fire Station #2 - Remodel

12/15

DOCUMENT 00411 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: RJM Construction LLC
- B. Project Name: **De Pere Fire Station #2 - Remodel**
- C. Project Location: **1180 Grant Street**
- D. Owner: **City of De Pere**
- E. Architect: **Short Elliott Henderickson, Inc. (SEH)**
- F. Architect Project Number: **DEPEW 133719**

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Short Elliott Henderickson, Inc. (SEH), having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two Hundred Sixty One Thousand Nine Hundred Fifty & ⁰⁰/₁₀₀ Dollars (\$ 261,950.⁰⁰).
2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004323 "Alternates Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Thirteen Thousand Ninety Eight & ⁰⁰/₁₀₀ Dollars (\$ 13,098.⁰⁰).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

DEPEW 133719

De Pere Fire Station #2 - Remodel

12/15

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: RJM Construction
2. Masonry Work: RJM Construction
3. Roofing Work: RJM Construction
4. Plumbing Work: Jim's Plumbing
5. HVAC Work: Boucher Heating
6. Electrical Work: Meulmans Brothers Electric
7. Demolition Work: RJM Construction
8. Carpentry Work: RJM Construction
9. Painting Work: Go Green Painting

1.5 TIME OF COMPLETION

- A. Contractor's anticipated date of completion of all Work: June 15th
- B. Upon award of contract, contractor shall submit a work schedule to owner and architect.

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 1/8/16
2. Addendum No. 2, dated _____
3. Addendum No. 3, dated _____
4. Addendum No. 4, dated _____

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Alternates.
2. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Wisconsin, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 14th day of January, 2016.

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

00411 - 2

Attachment: FIRE STATION 2 RENOVATION (4333 : Consider bids received for Fire Station #2 Renovation.)

DEPEW 133719

De Pere Fire Station #2 - Remodel

12/15

- B. Submitted By: RJM Construction LLC (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Ryan J. Mintschmidt (Type or print name).
- E. Title: Member (Owner/Partner/President/Vice President).
- F. Witness By: [Handwritten Signature] (Handwritten signature).
- G. Attest: [Handwritten Signature] (Handwritten signature).
- H. By: Robert J. Glidden (Type or print name).
- I. Title: [Blank] (Corporate Secretary or Assistant Secretary).
- J. Street Address: 101 W. Forest St.
- K. City, State, Zip: Black Creek WI 54106
- L. Phone: 920-984-3103
- M. License No.: 250530
- N. Federal ID No.: 39-1953197 (Affix Corporate Seal Here).

END OF DOCUMENT 004113



Attachment: FIRE STATION 2 RENOVATION (4333 : Consider bids received for Fire Station #2 Renovation.)

DEPEW 133719

De Pere Fire Station #2 - Remodel

12/15

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Attachment: FIRE STATION 2 RENOVATION (4333 : Consider bids received for Fire Station #2 Renovation.*)

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

00411 - 4

DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: RJM Construction LLC
- B. Project Name: **De Pere Fire Station #2 - Remodel**
- C. Project Location: **1180 Grant Street, De Pere, WI.**
- D. Owner: **City of De Pere.**
- E. Architect: **Short Elliott Henderickson, Inc. (SEH).**
- F. Architect Project Number: **DEPEW 133719.**

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

DEPEW 133719

De Pere Fire Station #2 - Remodel

12/15

1.4 SCHEDULE OF ALTERNATES

- A. **Alternate No. 1: Alternate First Floor Plan:** Alternate First Floor Plan per construction documents.

1. ADD DEDUCT X NO CHANGE NOT APPLICABLE .
 2. Twenty Three Thousand & 00/100 Dollars (\$ 23,000.00).

- B. **Alternate No. 2: Alternate Basement Plan:** Alternate Basement Plan per construction documents.

1. ADD DEDUCT X NO CHANGE NOT APPLICABLE .
 2. Twenty Thousand Seven Hundred & 00/100 Dollars (\$ 20,700.00).

- C. **Alternate No. 3: Keep Existing Furnace and A/C unit in lieu of Replacement:**

1. ADD DEDUCT X NO CHANGE NOT APPLICABLE .
 2. Five Thousand Two Hundred & 00/100 Dollars (\$ 5,200.00).

- D. **Alternate No. 4: No Fire Sprinkler System in Apparatus Bay:**

1. ADD DEDUCT X NO CHANGE NOT APPLICABLE .
 2. Three Thousand Two Hundred Fifty & 00/100 Dollars (\$ 3,250.00).

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 14 day of January, 2016.
 B. Submitted By: RJM Construction LLC (Insert name of bidding firm or corporation).
 C. Authorized Signature: [Signature] (Handwritten signature).
 D. Signed By: Ryan J. Mmischmidt (Type or print name).
 E. Title: member (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

DEPEW 133719

De Pere Fire Station #2 - Remodel

12/15

DOCUMENT 004336 - LIST OF PROPOSED SUBCONTRACTORS

Company Bouchers Heating Telephone No. 920-734-8672
 Name of Contact Dan
 Address Appleton
 Type of Construction HVAC

Company Mulman Brothers Electric Telephone No. 920-213-6613
 Name of Contact Jody
 Address Appleton
 Type of Construction Elec

Company Go Green Painting Telephone No. 920-366-0778
 Name of Contact Alon
 Address Green Bay
 Type of Construction Painting

Company Jim's Plumbing Telephone No. 920-757-5258
 Name of Contact Jeff
 Address Greenville
 Type of Construction Plumbing

Company USA Fire Protection Telephone No. 920 836 3344
 Name of Contact Mallory
 Address Greenville
 Type of Construction Fire Protection

Company _____ Telephone No. _____
 Name of Contact _____
 Address _____
 Type of Construction _____

UNIT PRICES FORM

004322-1

DEPEW 133719

De Pere Fire Station #2 - Remodel

12/15

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

Company _____ Telephone No. _____

Name of Contact _____

Address _____

Type of Construction _____

END OF DOCUMENT 004336

UNIT PRICES FORM

004322-2

DOCUMENT 004373 - PROPOSED SCHEDULE OF VALUES FORM

1.1 BID FORM SUPPLEMENT

- A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
- B. Arrange schedule of values consistent with format of AIA Document G703.
1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; docspurchases@aia.org; (800) 942-7732.

PAGE OF PAGES

ARCHITECT'S PROJECT NO: DePere Fire Station #2

Users may obtain validation of this document by requesting of the licensee a completed *Annex Document 2001 - Certification of Compliance to Requirements*.

DEPEW 133719

De Pere Fire Station #2 - Remodel

12/15

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END OF DOCUMENT 004373

PROPOSED SCHEDULE OF VALUES FORM

004373 - 2

Attachment: FIRE STATION 2 RENOVATION (4333 : Consider bids received for Fire Station #2 Renovation.*)

DEPEW 133719

DePere Fire Station #2 - Remodel

12/15

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: RJM Construction LLC
- B. Prime Contract: _____
- C. Project Name: **De Pere Fire Station #2 - Remodel.**
- D. Project Location: **1180 Grant Street, De Pere, Wisconsin.**
- E. Owner: **City of De Pere.**
- F. Architect: **Short Elliott Henderickson, Inc. (SEH).**
- G. Architect Project Number: **DEPEW 133719**

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
 - 1. Used the Bid Form provided in the Project Manual.
 - 2. Prepared the Bid Form as required by the Instructions to Bidders.
 - 3. Indicated on the Bid Form the Addenda received.
 - 4. Attached to the Bid Form: Bid Supplement Form - Alternates.
 - 5. Attached to the Bid Form: Proposed Schedule of Values Form.
 - 6. Attached to the Bid Form: Bid Guarantee for the amount required.
 - 7. Affidavit of Non-Collusion.
 - 8. Bid envelope shows name and address of the Bidder.
 - 9. Bid envelope shows the Bidder's Contractor's License Number.
 - 10. Bid envelope shows name of Project being bid.
 - 11. Bid envelope shows name of Prime Contract being bid, if applicable.
 - 12. Bid envelope shows time and day of Bid Opening.
 - 13. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
 - 14. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

BID SUBMITTAL CHECKLIST

004393 - 1

Attachment: FIRE STATION 2 RENOVATION (4333 : Consider bids received for Fire Station #2 Renovation.*)

DEPEW 133719

DePere Fire Station #2 - Remodel

12/15

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END OF DOCUMENT 004393

BID SUBMITTAL CHECKLIST

004393 - 2

Attachment: FIRE STATION 2 RENOVATION (4333 : Consider bids received for Fire Station #2 Renovation.*)

DEPEW 133719

De Pere Fire Station #2 - Remodel

12/15

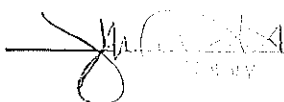
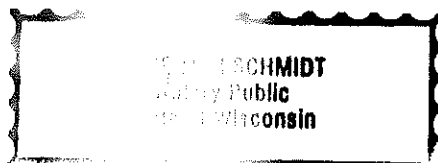
DOCUMENT 004519 - AFFIDAVIT OF NON-COLLUSION

STATE OF WICOUNTY OF Outagamie

I Hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this

14 day of January, 20 16



 Bidder's Signature

member
 Title

RJM Construction LLC
 Company

END OF DOCUMENT 004519

AFFIDAVIT OF NON-COLLUSION

004519-1

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Bid Bond

AIA® Document A310™ – 2010
CONTRACTOR:*(Name, legal status and address)*

RJM CONSTRUCTION, LLC
 601 W Forest St
 Black Creek, WI 54106

Bid Bond No. GR06144

SURETY:*(Name, legal status and principal place of business)*

Granite Re, Inc.
 14001 Quallbrook Dr
 Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:*(Name, legal status and address)*

City of De Pere
 925 S 6th St
 De Pere, WI 54115

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:*(Name, location or address, and Project number, if any)*

Firestation #2 Remodel

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby agrees any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid, or any notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond inconsistent with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be considered as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of December, 2015

*(Witness)**(Witness)***RJM CONSTRUCTION, LLC***(Principal)**(Seal)**(Title)***Granite Re, Inc.***(Surety)**(Seal)**(Title)* Robert Downey, Attorney-in-Fact

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081110

Attachment: FIRE STATION 2 RENOVATION (4333 : Consider bids received for Fire Station #2 Renovation.)*

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these presents,

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA, State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; KENNETH D. WHITTINGTON; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-fact for all and singular purposes, to wit:

To sign its name, execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC., a certified copy of which is hereto annexed and made a part of these presents; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said Attorney-in-fact may lawfully do in the premises.

MICHAEL J. DOUGLAS; KENNETH D. WHITTINGTON; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises.

In Witness Whereof, GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.



Kenneth D. Whittington
Kenneth D. Whittington, President

Kyle P. McDonald
Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of said GRANITE RE, INC. corporation; that they each knew the seal of said GRANITE RE, INC. Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and they each acknowledged their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



Kathleen E. Carlson
Notary Public

My Commission Expires
August 8, 2017
Commissioner

GRANITE RE, INC. Certificate

THE UNDERSIGNED, Kenneth D. Whittington, July elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said excerpt is now in full force and effect.

"RESOLVED, that the President, Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint and employ other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds of similar character issued by the Company in the course of its business. On any instrument making or entering into such contracts, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or contract, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, I, the undersigned, have subscribed this Certificate and affixed the corporate seal of the Corporation this 3rd day of July, 2013.



Kyle P. McDonald
Kyle P. McDonald, Secretary/Treasurer

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: February 9, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve consultant for Green Roof at City Hall. *

See attached memo.

ATTACHMENTS:

- RFQ - Green Roof Services (DOCX)
- GREEN ROOF TECH(PDF)
- HANGING GARDENS (PDF)
- Finance Committee.Green Roof Proposal Summary (DOC)

City of De Pere

Request for Qualifications

For

Green Roof Design Services

The City of De Pere is inviting firms to submit qualifications and proposal to be considered for designing a “Green” Roof at the De Pere City Hall.

General Information:

A section of roof on the De Pere City Hall, located at 335 S. Sixth Street, is in need of replacement. As part of an effort to be more environmentally conscious the City is pursuing the replacement of its standard roof with a “Green” Roof concept. The roof is approximately 8,000 square feet and is currently constructed of rubber membrane.

In the summer of 2015, the City of De Pere contracted with Performa, Inc. to conduct a structural analysis of the roof as it related to supporting “Sustainable” types of roof options. The study also provided the recommendation of replacing the current roof structure with a “Green” type of roof. A copy of the plan will be available for review.

The roof structure has limited access (hatch/ladder). Due to the limited access, the roof will not be available for general or public use of any kind. The goals of the Green Roof are to assist with storm water runoff and reducing energy costs.

The City has committed funding in 2016, to have a consultant design, bid and manage the project.

Scope of Services:

The scope of services for this project include the following.

- 1) Design Green Roof for De Pere City Hall.
 - a. Consultant should review structural analysis conducted, and meet with City Staff.
- 2) Develop bid documents and coordinate bid process with cooperation of City staff.
- 3) Provide construction management services to ensure project is constructed to specifications.

Scheduling/Time Line:

January 8, 2016 – Proposals due by 11:30 am
 January 11-15, 2016 – Proposal review by staff
 January 19, 2016 – Recommendation to City Council

Insurance:

Your company shall effect and maintain insurance to protect from claims under workmen’s compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company’s employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from;

and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

Proposal Information:

Within your proposal please include the following information in the order listed.

1. Company Information
2. Staff Bio and Experience
3. Description of (3-5) similar projects company has worked on.
4. Explanation of company understanding of the project.
5. Explanation of plan to address design, bidding and construction management.
6. Fee Structure (a fee schedule has been included for your guidance).

Evaluation Procedure:

All proposals shall be reviewed based on the following criteria.

- Staff experience and expertise in related work.
- Explanation/work plan for each component.
- Explanation and detail of plan to accomplish each main task (design, bid, construction management).
- Similar successful projects.
- Fee structure.

Proposed Fee Schedule:

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee Breakdown:

Scope of Services Item #1 (Design of Green Roof): _____

Scope of Services Item #2 (Coordination of Bid Process): _____

Scope of Services Item #3 (Construction Management): _____

Price per/hour for Misc items not covered under contract: _____/hour



City of De Pere

Marty Kosobucki,
Director Parks, Recreation and Forestry
925 South Sixth Street

DePere, WI 54115 - 1199



Content:

- a) Bio and Experience
- b) Company Information
- c) Selected Projects, Projects executed
- d) Project Approach and Services offered
- e) Fee Structure and Alternative Option



Jörg Breuning Biography



Jörg is the founder and owner of the advisory, engineering, and design firm Green Roof Service LLC / Green Roof Technology.
(<http://www.greenrooftechology.com>)

Jörg first came in touch with modern green roof technology, or eco-roofs, in 1980 as an employee at a German landscape and green roofing company in Stuttgart. While continuing to practice his hands-on education, Jörg attended University of Hohenheim earning his degree in horticultural science.

(https://en.wikipedia.org/wiki/University_of_Hohenheim)

In 1985 he started his own company in Germany (Dach+Wand Grün) His German company was focused on ground remote vegetation, extensive green roofs and the establishment of vegetation on extreme locations including what people call today: Green Walls. Since then his company has overseen far over 1500 projects and introduced many green roof innovations and installation techniques to the industry.

He was the first expert green roof consultant in the United States and advised in many of the most amazing landmark projects in North American green roof history. His work in the United States began in 1998 when he provided key design solutions and advanced construction advice for the Chicago City Hall green roof project, the first modern green roof in the US. Jörg also designed the first green roof on a New York City municipal building, the Bronx County Court House and he designed and installed 5 (five) green roofs on Cruise ships that travel around the world, through each climate zone with around 700,000 visitors on each of the 20,000 sf green roof. Up-to-date more than 5,000,000 Cruise ship guests have left outstanding reviews about real, vital and beautiful grass that travels with them during their vacations.

As Jörg brought his extensive horticultural knowledge and hands-on experience to the United States he taught critical information and acts as a back-up to a large number of individuals like: Green Roof Plants (Emory Knoll Farms, Ed Snodgrass), Roofscapes (Roofmeadow, Charlie Miller), Intrinsic Landscaping (Kurt Horwath) Furbish Company, Skyland USA LLC, Tecta America (Angie Durhman), Cetco, Resource Conservation Technology, GreenRise Technologies, and many more, enabling these companies to begin creating their own business, their own market niche in the green roof industry.

From 1980 until today, Jörg has been part of leading green roof research (i.e. stormwater retentions simulation systems) in Germany. He continues his work in the US and consulted for the United States first green roof research program at Penn State University. He introduced the German FLL guideline (Green Roof Guideline) to the US and systematically guided American industry standards (ASTM, SPRI, NRCA, Green Roof Professional training courses 301 and 401) accordingly.

As a critical guest writer at Greenroofs.com, Editor of Green Instance, he contributes common sense to many brochures, textbooks, reference books such as Green Roof Handbook RCT, "Green Roof Plants" by Ed Snodgrass, German FLL Guideline, FBB Association, educational papers for "Tree of Knowledge" at Green Roofs for Healthy Cities North America, and multiple case studies.

Jörg is providing the highest-level of knowledge, experience and services to the green roof industry since over 35 years, with over 15 of millions square feet of designed and installed green roofs, there is no doubt modern green roof technology is Jörg Breuning's life passion.

September 2015



Firm Profile

GREEN ROOF TECHNOLOGY

FORM AND FUNCTION

Consultancy, Design, Engineering, Project Management and Expert Witness of Green Roofs and Green Walls since 1980

Green Roof Service LLC / Green Roof Technology is the leader in providing integrated solutions for architectural design, State-of-the-Art engineering, profound project management of installations and maintenance of living green on any impervious area throughout the world and in any stage of the project.

Recognized for advanced green roof solutions, comprehensive green wall systems and smart technology design with living plants for distinctive projects. We collaborate with Cities, architecture firms, manufacturers, conventional roofing contractors, engineers, real estate owners & developers, Landscape companies Nonprofits and facilities managers across the U.S., Canada, Europe, Central or South America.

We are dedicated to the essential engineering principal of form and function by utilizing common sense without compromising a healthy, sustaining growth of the vegetation.

Green Roof Service LLC / Green Roof Technology specializes in innovative design solutions, smart engineering practices and turn-key implementation of ground-remote monolithic vegetation, fully integrated Solar Garden Roofs, advices on Green Infrastructure Master Plans, luxury roof-top gardens, effective bio-filtration, natural swimming pools, green walls and intelligent urban agriculture.

Please visit our webpage for detailed information, downloading papers and blog posts.

www.greenrooftechology.com



Selected Projects:**Doherty Hall – Carnegie Mellon University**

Location: Pittsburgh, PA
 Roof Size: 8,500 sf.
 Completion Date: 2008

**Villanova University**

Location: Radnor, PA
 Roof Size: 550 sf.
 Completion Date: 2007

DANSKO

Location: West Grove, PA
 Roof Size: 10,000 sf.
 Completion Date: 2008



This project has three different green roofs. One is an amenity for employees, featuring a big patio with a pergola. Another one is a basic extensive green roof with mainly ecological functions. The third green roof has a semi-intensive system build-up with shrubs and tall grasses. It will be visible from the retail store and other parts of the building.



Bronx County Court House

Location: The Bronx, New York City
 Roof Size: 10,000 sf.
 Completion Date: 2006



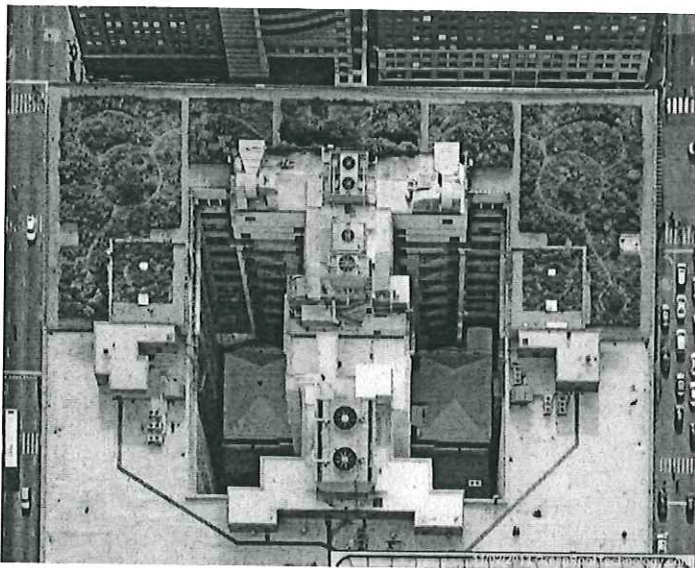
In September 2006, Bronx Borough President Adolfo Carrion Jr. and the New York Power Authority (NYPA) unveiled New York's first green roof on a municipal building.

New York City's Mayor Bloomberg has chosen this green roof for his press conferences.

Green Roof Service LLC designed and specified the green roof and supervised the installation and on-going maintenance. Green Roof Service, LLC also conducted a two-year scientific monitoring of the roof to measure stormwater retention and temperature.

Chicago City Hall

Location: Chicago, IL
 Roof Size: 20,300 sf.
 Completion Date: 2001

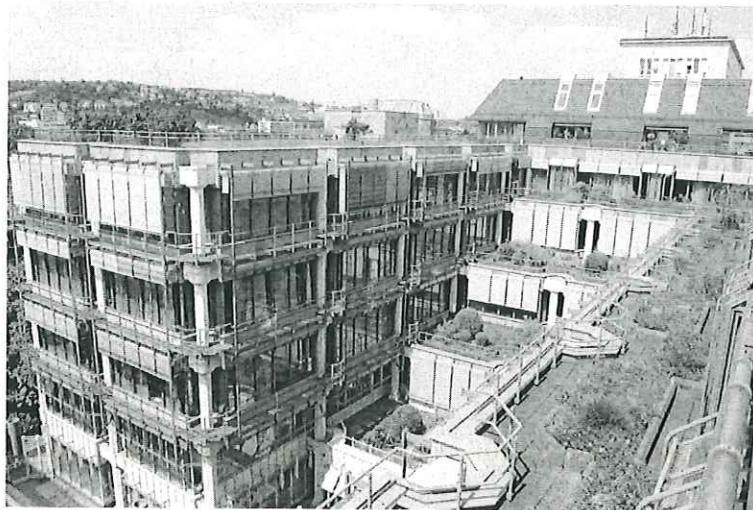


Completed in 2001, the rooftop garden was designed to test different types of green roof systems, heating and cooling benefits, success rates of native and non-native vegetation, and reductions in rainwater runoff. The three systems integrated into the design include lightweight soils at 4, 6 and 18 inches in depth. These varying green roof systems are recognized respectively as Extensive, semi-intensive, and Intensive green roofs. Soils were fabricated using lightweight soil mixture guidelines developed in Germany over the past 20 years.

The 20,300 square foot City Hall rooftop garden has over 20,000 herbaceous plants installed as plugs of more than 150 varieties including 100 woody shrubs, 40 vines and 2 trees - a Cockspur Hawthorn and Prairie Crabapple.

Allianz Insurance

Location: Stuttgart, Germany
 Roof Size: around 40,000 sf.
 Completion Date: 1982



The oldest green roof association in the world, FBB (Fachvereinigung für Bauwerksbegruenung e.V.), has awarded a prize for Green Roof of the Year 2014 to a 30-year-old green roof atop the Allianz Insurance Company in Stuttgart, Germany. In 1981, Allianz decided to build their local headquarters in the heart of Stuttgart, and its green roof was designed and created by a team consisting of Jörg Breuning, CEO at Green Roof Service LLC/Green Roof Technology, architecture firm Brümmendorf, Müller, Murr, Reichmann, and landscape architect Prof. Hans Luz. The

team worked together to lower the environmental footprint of the building by utilizing porous pavements for the green roofs. 30 years later, the greenery is still growing strong, and is a model inspiration for similar buildings around the world.

Mary Greeley Medical Center

Location: Ames, Iowa
 Roof Size: 8,000 sf.
 Completion Date: 2013



Celebrity Cruises / Royal Caribbean

Location: Registered in Malta – travel world wide
 Roof Size: 5 times 20,000 sf.
 Completion Date: 2005, 2006, 2007, 2008, 2010



MV Solstice, MV Eclipse, MV Equinox, MV Reflection,
 MV Silhouette

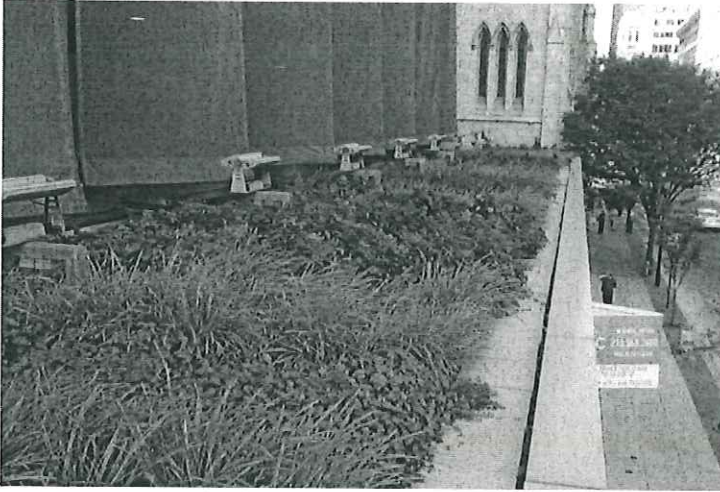
Garden Bridge, Universal Studios

Location: Tampa, Florida
 Roof Size: 10,000 sf.
 Completion Date: 2014



America's first Blue Roof / Green Roof Combination

Location: Philadelphia, PA
 Roof Size: 6,000 sf.
 Completion Date: 2012



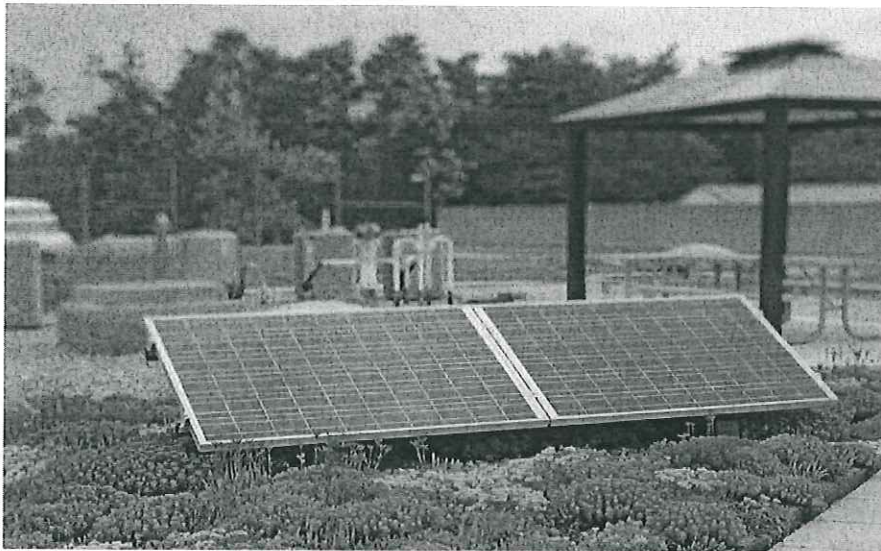
Philadelphia has one of the most progressive green roof programs in the country. Their support for green roofs is based on an aggressive stormwater management plan to hold all run off on site.

Green roofs and blue roofs are both great for capturing stormwater onsite. Green roofs retain water by acting like a giant sponge while blue roofs hold the water on the roof similar to a rooftop swimming pool. Blue roofs may hold more water than green roofs during intense storm events; however the standing water can

create stress on the building and breed mosquitoes and bacteria. The revolutionary green roof on The Convention Center Parking Facility combines only the best of both these technologies.

America's first fully integrated Solar Garden Roof

Location: Randall's Island, NY and Sterling, VA
 Roof Size: 1,000 sf.
 Completion Date: 2013



Restoration Hardware, Three Art Club

Location: Chicago, IL
 Roof Size: 8,000 sf.
 Completion Date: 2015

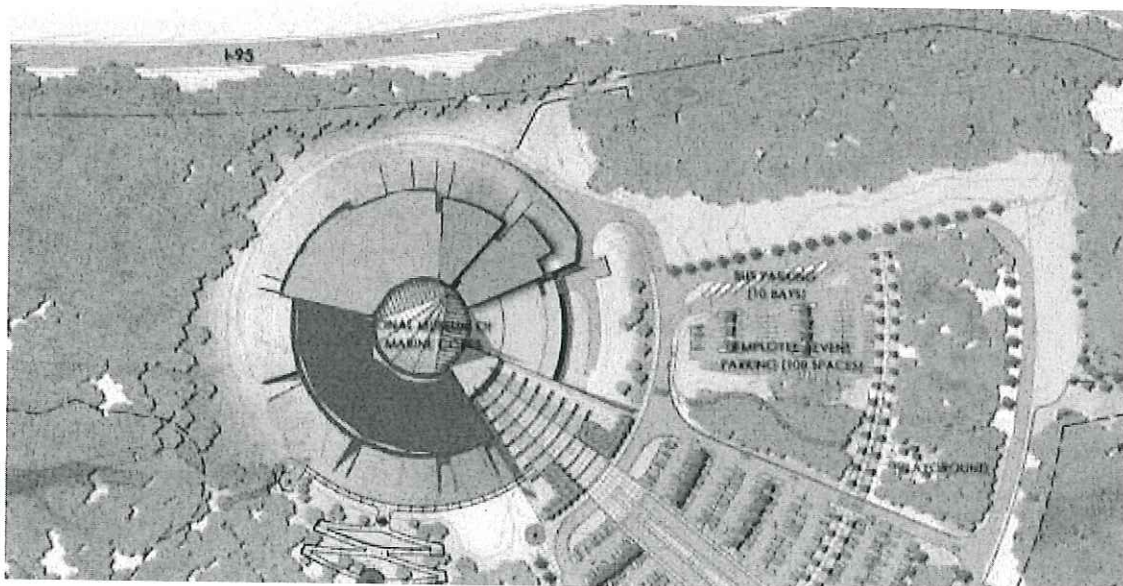


Further projects with Restoration Hardware:

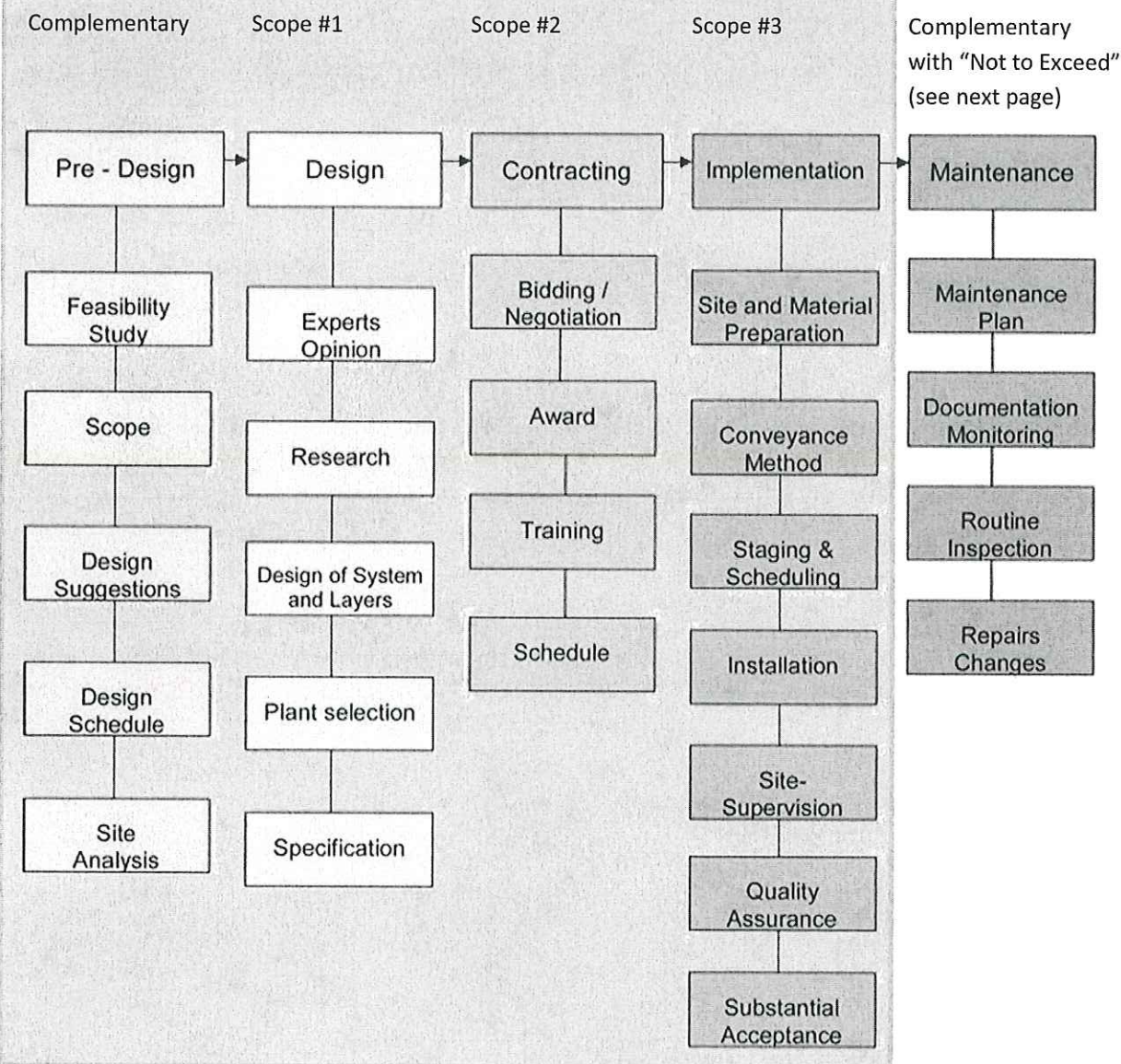
- Pier 70 San Francisco, CA in 2017
- Corte Madera, CA in 2017
- Tampa, FL in 2015
- West Palm Beach, FL in 2016

National Museum of the Marine Corps

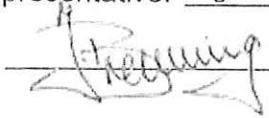
Location: Triangle, VA
 Roof Size: 110,000 sf.
 Completion Date: under construction 12/2015- 12/2016



Services offered in this proposal:



Proposed Fee Schedule:

Company Name: Green Roof Service LLC Green Roof TechnologyCompany Address: 3646 Roland Ave.Company Address: Baltimore, Maryland 21211Company Representative: Jorg BreuningSignature: 

Fee Breakdown:

Scope of Services Item #1 (Design of Green Roof): \$4,000.00Scope of Services Item #2 (Coordination of Bid Process): \$2,000.00Scope of Services Item #3 (Construction Management): \$5,000.00Price per/hour for Misc items not covered under contract: \$125.00 /hour

Any expenses other than travel expenses are included.

Travel expenses included as follows:

Scope of Services Item #1: 2 x Airfare/roundtrip, 6 nights Hotel, 6 days rental car.

Scope of Services Item #2: 1 x Airfare/roundtrip, 3 nights Hotel, 3 days rental car.

Scope of Services Item #3: 2 x Airfare/roundtrip, 10 nights Hotel, 10 days rental car.

Daily Rate onsite for Misc. items not covered under contract including all travel expenses: \$1,100.00

Optional (as an alternative to the above-proposed Fee Schedule):

Green Roof Design Service contract with a "Not to Exceed" amount of fifteen thousand dollars (\$15,000.00).

The contract will be over 2 years from signing to ensure proper aftercare (Maintenance Management) once the Green Roof is installed.

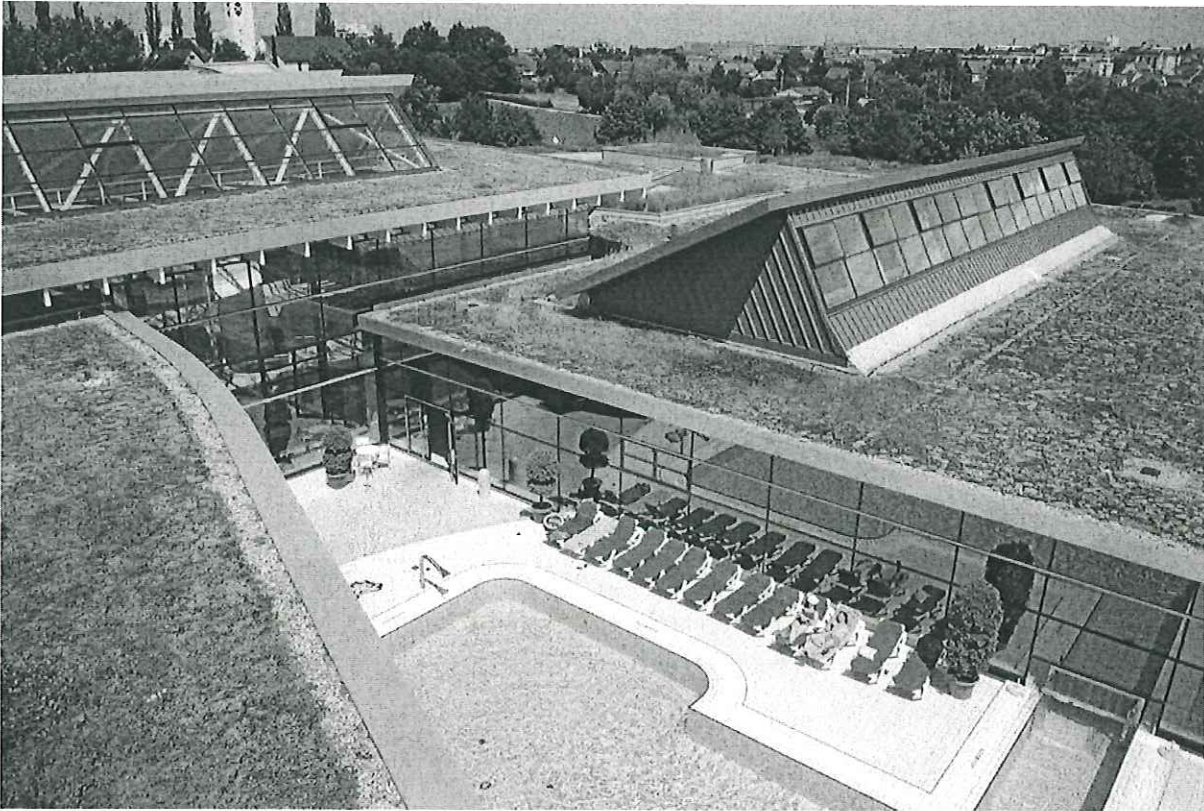
All expenses are included.

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De Pere City Hall

Response to Request for Quotation

Company Information

Hanging Gardens is the industry expert that provides high value sustainable site green infrastructure solutions. With over 50+ years of combined experience in this relatively new industry we provide: design integration, project delivery, and support services for green infrastructure projects and developments. We have become the reliable common thread for many designers, as well as a network of landscape architects, contractors, architects, engineers, and developers, to provide the tools from conception to completion to execute these challenging sustainable site green infrastructure projects. It is with these highest quality tools and products that we have developed and collaborated with our leading worldwide partners that we are able to tailor our design integration process to suit each client's unique needs. Through this process, we are able to offer a total system warranty, ensuring the utmost quality of each project.

Design integration specialties include:

- Green/Vegetated roofs (extensive, semi-intensive, intensive)
- Blue/Stormwater Retention Roofs
- Porous Pavements
- On grade stormwater harvesting
- Individual green infrastructure stormwater components

Headquartered at the Global Water Center, in Milwaukee, Hanging Gardens has seated itself among the industry's top water professionals, creating a rich network within this thriving water think tank. We have completed a multitude of projects nationwide, including places such as: Milwaukee, Madison, Chicago, New Orleans, St. Louis, and Seattle, with representatives throughout the country.

Background

Proposer:

Hanging Gardens, LLC (HG)

Mr. Anthony Mayer, LEED AP, GRP
PROJECT LEAD
 CEO/Co-Founder
 247 W. Freshwater Way, Suite 210
 Milwaukee, WI, 53204
 (414) 877-2001
anthony.mayer@hanging-gardens.com

HG Design Integration Support Staff Phone (877) 266-0015

Mr. John Lottes, AIA
 Partner, Architectural Review
 Mr. Jacob Staffin,
 Chief of Design Integration
 Ms. Kayla Buszka
 Sales Assistant

Project Partners/Supporting Cast:

Building Owner: De Pere City Hall

Marty Kosobucki
 Director Parks, Recreation and Forestry

Hanging Gardens

Global Water Center 247 W. Freshwater Way Suite 210 Milwaukee, WI 53204
sales@hanging-gardens.com | 877.266.0015 | www.hanging-gardens.com

Roof Consultant
To Be Determined

*The selected contractor will have 3-5 projects completed similar to the De Pere project.

Energy Analysis Consultant

Phil Vetterkind, LEED AP
pvetterkind@hunzinger.com

Monitoring & Maintenance

Ms. Angie Durhman, ASLA, GRP
Owner, Monitoring and Maintenance Coordinator
angie@adgreenroof.com

Biological Consultant

Dr. Colleen Butler, PhD Biology
colleen.butler@gmail.com

Soils Consultant

Greensite, LLC

Mr. Michael Curry, ASLA, GRP
Agronomist
M.Curry@greensiteinc.com

Team Mission Statement and Relevant Experience

Anthony Mayer, LEED AP, GRP & Hanging Gardens, LLC (HG):

Hanging Gardens LLC, a national firm that provides roof-to-sewer solutions utilizing green infrastructure for stormwater management. Hanging Gardens, LLC is headquartered at the Global Water Center in Milwaukee, WI, where they specialize in consulting; grant procurement, vegetative roofing, and stormwater management systems. The company procures an international array of products, allowing them to provide the best quality, most advanced green infrastructure components in the world. Their products provide end-to-end solutions through single sourcing rather than working with multiple companies for different products, streamlining the process of project implementation. Hanging Gardens' unique structure and niche in the marketplace leverages economies of scale and integrated system designs provide single source warranties that save clients time and money.

Qualifications: LEED AP, and Certified GRP (Green Roofing Professional), 14 years in green roofing, 23 years in landscape construction, and 15 years in project management.

Relevant Completed Green Roof Projects that were designed and managed by HG:

- Indianapolis Zoo Orangutan Exhibit (8,000 S.F.), Indianapolis, IN – \$425,000 - 5/2014 completion.
Project contact: Daniel Overbey, LEED BD+C, AIA, Browning, Day, Mullins, Dierdorff, (317) 635-5030, doverbey@bdmd.com
- UW-Heath East (45,000 S.F.), Madison, WI – \$950,000 - 11/2014 completion
Project contact: Jeffrey Miller, ASLA, GRP, David J. Frank Landscaping, (262) 255-4888, jeff.miller@davidjfrank.com
- Bronzeville Cooking (9,000 S.F.), \$80,000 - Chicago, IL – 5/2015 completion,
Project contact: Bernard Lloyd, Urban Juncture, (773) 285-5000, bloyd@urban-juncture.com
- Food Roof (11,000 S.F.), St. Louis, MO – \$144,500 - 7/2015 completion
Project contact: Joseph Ostafi, AIA, HOK Architects & Planners and Urban Harvest, STL, (314) 754-4259, joseph.ostafi@hok.com

Hanging Gardens

Global Water Center 247 W. Freshwater Way Suite 210 Milwaukee, WI 53204
sales@hanging-gardens.com | 877.266.0015 | www.hanging-gardens.com

Phil Vetterkind, LEED AP, Sustainable Building Solutions (optional):

Phil Vetterkind is the Director of Sustainable Building Solutions, a value-driven green advisory firm that champions comprehensive, triple-bottom-line results for building owners, designers, and tenants. Responsibilities include sustainable education, training and awareness for area professionals, consulting, identification and implementation of project specific strategies for sustainable objectives, and energy analysis.

Qualifications: LEED AP, 13 years in the sustainable development industry

Relevant Sustainable Building Solutions Projects:

- Johnson Controls Inc, World Headquarters- LEED Platinum
- Leader on over 30 LEED projects
- Secured 10 LEED Platinum certifications

Angie Durhman, ASLA, GRP & AD Greenroof, LLC:

Over the past ten years, Angie has managed green roof installations nationwide. Responsibilities included driving and supporting national sales efforts, design consultation, installation oversight, maintenance service, estimating, sourcing sustainable materials, and documentation. Annual revenue of green roof projects was between \$7-15M; Project size ranged 200 sf to 140,000 sf; Approx. 350 installs in re-roofing and new construction for public and private customers.

Qualifications: ASLA, GRP (Green Roof Professional), 10 years in green roofing, monitoring and maintenance.

Relevant Monitoring and Maintenance Projects:

- Photon West Data Center, Omaha, NE
- Penfield Apartments Study, St. Paul, MN
- Target Center, Minneapolis, MN

Michael Curry, ASLA, GRP & GreenSite, LLC.:

Over the past twenty years, Michael has been a landscape architect and horticulturist / entrepreneur that has gained a broad range of experience in Design Build, Project Management, Plant and Soil Science, Green Roofs & Green Walls. Accomplished in Business Development and Product R&D. He currently focuses on sustainable design & development, reclamation & restoration, green technology, and urban farming.

Qualifications: ASLA, GRP, 20 years as an agronomist/soils scientist and 14 years in green roofing

Relevant Completed Green Roof or Green Infrastructure Projects:

- Chicago City Hall, Chicago, IL
- Navy Pier, Chicago, IL
- Southern Illinois University, Carbondale, IL



Hanging Gardens

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sales@hanging-gardens.com | 877.266.0015 | www.hanging-gardens.com

Dr. Colleen Butler, PhD Biology, Biological Consultant to AD Greenroof, LLC:

Since 2007, Dr. Butler has conducted botanical experiments and created systems to maintain green roofs. Additionally, she has directed curriculum through supervising undergraduate researchers and high school interns and has provided guided tours to students and community members to further educate others in regards to green infrastructure.

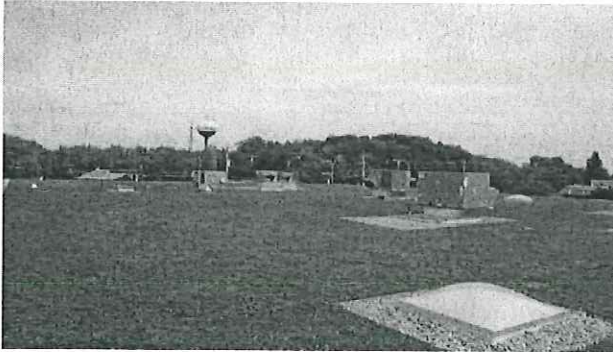
Qualifications: PhD in Biology, 8 years in green roofing, monitoring and maintenance.

Relevant Completed Green Roof or Green Infrastructure Experience:

- Sewer and Water Board of New Orleans, LA
- Tufts University, MA
- HG Sustainable Plants, (ongoing), Nationwide

Similar Projects:

JW Winco Green Roof



The JW Winco Green Roof was designed to provide space that would serve top notch ecological and energy saving functions, all while remaining cost effective for the business. This roof is not accessible to the public, and therefore any and all purpose for the green roof, rather than aesthetics, is to serve as an energy use reduction tool for this roughly 17,000 SF project. The pre grown extensive sedum system used provides immediate productivity once placed on the roof, meaning no establishment time for the plants, and instant benefits of a green roof. Hanging Gardens worked in conjunction with JW Winco to ensure the most cost effective methods were used in order to achieve their green roof

vision. Within the first year of install, the client had seen a 75% reduction in air conditioning costs for their building, speaking highly to the goal of cost savings.

The Brix Green & Blue Roof

The Brix project proved to be one of the most cutting edge projects that Hanging Gardens worked on in 2015. This old Milwaukee candy factory was restored and turned into luxury living spaces for local residents. After choosing a location atop their parking garage for an outdoor space for residents, Hanging Gardens went to work designing a roughly 24,000 SF green and blue roof for this project. The space holds water underneath the green roof deck, and all the while functions as a lavish outdoor living space for Brix residents. A wetlands design is incorporated into the roof where wetlands plants can have constant access to water from the blue roof below, and pavers are surrounded by Irish moss.



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Charmant Hotel Green Roof

Charmant Hotel wanted to provide a rooftop escape for guests staying in their upper suites, all the while being able to make use of space atop the building for guests in the restaurant featured in the lower level of the hotel. Hanging Gardens went to work designing a high end outdoor space focused on relaxation and dining amenities for this roughly 3,800 SF hotel. Charmant features outdoor fire pits, seating for diners from the restaurant below, and secluded hedges that keep guests nestled in to their rooftop utopia.

UW Health East Campus Green Roof

UW Health East Campus has quite a unique green roof. With a span of roughly 37,000 SF, this design features both extensive and semi-intensive systems. There is public access to the semi-intensive area which features seating for lunch room patrons alongside flowers, trees, and shrubs. Surrounding raised beds are home to an herb garden that the lunch room harvests for use in the kitchen. Beyond public access lies the extensive system. Working closely with the Landscape Designer, we were able to use different varieties of sedum to create a design in the sedum layout that can be seen from looking overhead the building. Different sedum species were combined to create different color tones resulting in a beautiful swirl of colors that bloom throughout the growing season.



Alverno College Green Roof



The Alverno College Green roof was funded in partnership with a grant from the Milwaukee Metropolitan Sewerage District's Freshcoast 740 program. This program provides grant funding to green infrastructure projects that will help reduce the amount of water that is coming into the treatment facility for the district. After installation of their roughly 10,000 SF extensive sedum system, Alverno's roof will help keep roughly 152,000 gallons of stormwater from entering into treatment at the sewage district. This roof, like the JW Winco roof, has no public access, and will not only help Alverno eliminate the amount of stormwater flowing to the district, but will also aid the college by providing energy cost savings.

Company Understanding of Project:

After careful attention to the city of De Pere's Request for Qualifications, Hanging Gardens has determined that this project is intended to serve the primary function of both energy cost and storm water runoff reduction. Keeping these two reigning factors in mind, the following proposal has been prepared.

Statement of Purpose:

This proposal will contain a diverse application of stormwater best management practices for green roofing to allow for an interpretive analysis of stormwater mitigation capabilities, and cost effectiveness given the context. This design and supplemental curriculum will provide a solid foundation for future performance driven green roofing projects throughout the city.

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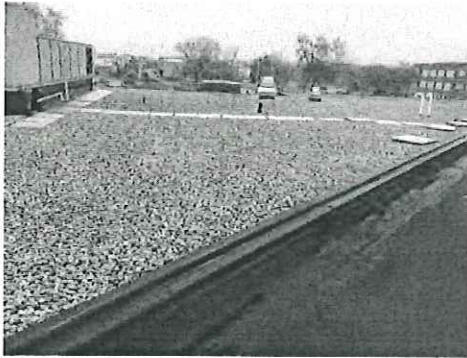
Project Prerequisites:

Retrofitting any existing building with a green roof provides its challenges. The De Pere City Hall green roof is no exception to this rule. Below is a list of standard company prerequisites that we have accomplished:

- An initial review of the available structural documents in the City of De Pere archives to create our basis for allowable structural loads for the project.
- A roof analysis to provide our roof consultant with the necessary fabric to make re-roofing/waterproofing recommendations for the green roofing systems.
- The assembly of all key players and stakeholders for the project.
- The creation of schematic designs to create a basis of proposal from.
- The phasing of the project to accommodate what we believe to be a reasonable budget and timeline for the completion of the project.

Green Roof Size and Accessibility:

The total roof size of the building is approximately 8,000 S.F. After preliminary analysis, the existing waterproofing membrane appears to be in decent condition. At the Northeast parapet wall, the membrane appears to be lifted from its original application due to possible water being introduced from a previous leak. There are not any significant leaks or damage in the proposed project area. There is one roof penetration which will be sleeved and waterproofed appropriately to prevent any leaks. It is also recommended, in order to comply with OSHA, that the building architect is contacted in order to determine where it would be appropriate to



De Pere
City Hall
Current
Green Roof
Condition

De Pere
City Hall
Current
Green Roof
Condition



install tie offs for contractors to prevent falls. As an alternative to installing a tie off, OSHA regulations will also permit a separate person entitled a "Safety Monitor" to be paid to accompany maintenance and contractor personnel atop the roof each time they are working to remind workers when they are near the edge of the roof. It is recommended, by Hanging Gardens, that the tie off option be considered, seeing as it would be more financially feasible in the long run for the city of De Pere.

We have determined that the City Hall building roof can physically support another 80lbs/SF. We would like to inform you that this weight allowance gives the city several options when it comes to what types of green roof systems can be considered. It is our understanding that the City of De Pere

would like to choose a system that is going to be most effective in energy reduction, as well as decreasing storm water runoff, all for the best possible price that can be achieved. Typically, an extensive sedum system is most cost effective, and will still perform the tasks that City Hall is looking for this addition to accomplish. Although this is the system we feel City Hall truly has in mind, we feel it necessary as industry experts to inform you of all of your options.

There are alternative vegetated roofing systems that could be considered for this project. One system is the Stormwater Catchment Vegetated Roofing System (HG #2160). This system is composed of perennial plantings and is designed with a drainage/retention board that will help this system retain almost double the amount of water that a sedum system could hold. Another system the city could consider is a Perennial Garden System (HG # 2210). This system is classified in our Semi-Intensive section, weighing in at roughly 42.15lbs/SF. Although design versatility is not top priority for this project due to bare minimum roof access, it is an option. Lastly, we wanted to give De Pere City Hall the option to consider the Native Prairie Vegetated System (HG # 2220). The Native Prairie System has been attractive to municipality clients due to the ability to publicly promote efforts to naturalize the property to the city and its residents. The Native Prairie system will use plants that are specifically native to your area, meaning they are adapted to the climate, and as a result are very resilient. This system also provides excellent habitat for birds, bee's and butterflies.

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In summary, Hanging Gardens feels that this project goal most closely parallel's an extensive sedum roof to accomplish energy cost and storm water runoff reduction, however we felt it important to provide all available options for this particular roof holding capacity.

It should also be noted that we have included an optional Energy Analysis for the building in our proposal. This energy analysis is not mandatory; however, it is provided as an option to the client in order to receive a quantifiable number for energy cost savings. There is substantial research available from sources such as Harvard University, Dow Insulation, and the City of Chicago that find strong correlation between the installation of a green roof on a building, and resulting energy cost savings. However, we understand that not every client may feel comfortable using pre-existing data, and may feel more comfortable having an energy analysis performed to show direct correlation of green roof installation and cost savings for their particular building. This energy analysis service will measure energy use and cost before the installation of the green roof, and will provide mathematical calculations to demonstrate the savings that City Hall will see after green roof installation.

Hanging Gardens would like to provide a general overview of achievable benefits the City Hall can expect to see with the installation of any green roof. Typical benefits include:

1) Energy Cost Reduction

A green roof serves in two important ways to reduce energy costs. First, it serves as an insulated layer above the roof. This means in the winter time, it is going to help keep heat inside the building. Alternatively, in the summertime, the green roof will act as a sponge, absorbing the sun's hot rays. This prevents the building roof from getting superheated and will overall drastically reduce the temperatures on the roof at any given time in hot weather.

2) Urban Heat Island Reduction

As with any city, the more buildings that are present, the more roofs there are to absorb heat all day. When roofs are absorbing heat all day, it starts to release at night, creating an overall higher temperature within the city boundaries. Green roofs reduce urban heat island effects by absorbing heat throughout the day, and keeping temperatures cooler on the roof.

3) Stormwater Mitigation

Green roofs will drastically reduce the amount of storm water runoff that you have from your roof, especially depending on the type of design that is used. This means that there is less overflow into the sewers, and less water that needs to be managed by the local sewage districts. Plants will readily use water from storm events for growth and development. Roofs that hold water underneath a green roof system will allow for the process of evapotranspiration to occur, thus creating a system where the plants can irrigate themselves with the water below the green roof system. This leads to reduced irrigation costs for the owner.

4) Habitat Production

Seen especially with native species, green roofs will provide precious habitat for birds and pollinators. Especially in large cities, green roofs can serve as an oasis for migrating birds and butterflies, resulting in a great learning experience for the general public regarding the importance of providing and maintaining habitat for wildlife.

5) Air Quality Improvement

Green roofs are a great means for carbon absorption. Not only this, but when you are reducing your energy use, consequently you are reducing the amount of pollutants and greenhouse gases that would have been used to create that energy.

6) Enhanced Building Aesthetics and Marketability

Not only does a building get a revamp in the aesthetics, but it has been shown that green roofs will increase the marketability of a building, consequently resulting in a 6%-15% increase in the value of the building. (Source: Environmental Building Strategies)

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Plan to Address Design, Bidding, and Construction Management:

In efforts to create an easy to follow schedule, the following timeline has been put together.

De Pere City Hall Green Roof Project Timeline

- 1) Creation of design & development documents to be reviewed by the city staff
- 2) Meet with De Pere City Hall staff to discuss design & development drawings and receive approvals and/or amendments
- 3) Meet with City Hall staff to finalize design & development drawings
- 4) Create construction documents
- 5) Work alongside the City Hall staff to coordinate the bidding process
- 6) Perform scope review of bidders alongside city staff
- 7) Provide city staff with the recommended contractors to perform construction
- 8) Work with City Hall's selected contractor to plan and implement a project construction schedule
- 9) Set a pre-construction meeting with all of the following parties: City Hall staff, selected contractors, and Hanging Gardens
- 10) Begin construction
- 11) Oversee construction of project
- 12) Provide a substantial completion walk through
- 13) Provide a final walk through
- 14) Provide all warranties
- 15) Plan and implement a maintenance schedule
- 16) Create a 2 year bi-annual maintenance plan
 - a. 6 months
 - b. 1 year
 - c. 18 months
 - d. 24 months- Upon completion, maintenance is turned over to City Hall

Design

Hanging Gardens approaches projects with an organized overview of the work that needs to be done, and a detailed plan of how goals for the project are to be achieved. Our design process starts with taking careful measures to ensure we are completely familiar with the buildings present condition, so from the beginning, we are able to start assessing ways in which we can increase the value of the project. Once measurements and samples have been taken of the roof, we obtain structural documents and plans to determine the structural capacity of the roof. This results in providing a weight that the building can hold, and will ultimately serve as a cutoff for which types of systems are or are not feasible for a project.

Our design and project management staff work closely with the client to determine what their vision is for the project, as well as their budget. Once a system is decided on, our design team works to integrate the design to fit with the budget. We will provide the owner detailed drawings and work directly with the owner to determine a final layout. From this layout, construction documents can be created.

Bidding

The bidding process is to be worked on jointly between the owner and Hanging Gardens. Our network of 10+ qualified contractors in the state keep our expectations for bidders to be of the utmost quality. We look for contractors who have relevant experience in the green infrastructure field, not only with general green roof installations, but for installation experience that is comparable to the project we are looking to complete with the owner.

Construction

With a heavy background in the roofing industry, Hanging Gardens is also an expert when it comes to installation guidance. We have worked with many contractors first hand to ensure that they understand proper installation techniques, along with suggestions on ways to minimize labor hours and maximize use of their time. Each project is different, and thus each project we make it a point to sit down with all parties involved before construction will begin to make sure everyone is on the same page. Hanging Gardens believes that communication between every stakeholder throughout the project is crucial to its success and prosperity.

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A final walk through is performed at the end of each project to make sure that all the goals and visions of the project have been met. This walk through will, once again, involve all stakeholders. Once it has been determined that the final result equates the vision the owner had, Hanging Gardens will provide all applicable warranties to the owner.

Maintenance

At Hanging Gardens, we strive for excellence not only through the design, bidding, and construction process, but through the entirety of the life of the project. We have seen the consequences of not maintaining a roof, and we are determined to make sure our clients know how important it is to take care of their investment. We work alongside agronomists and biologists to ensure that a maintenance plan is put into a clear and easy to follow write up for the owner or selected maintenance contractor. This will give our clients confidence that their project is not only going to be completed in excellence, but that it will maintain its robust ecosystem for years to come.

Hanging Gardens will work with the city to choose the best maintenance option for the project. Some options are listed below:

- 1) An independent third party consultant can be hired to take on maintenance tasks
- 2) Hanging Gardens can supply the city with qualified landscape maintenance contractors to choose from
- 3) Hanging Gardens can work directly with the city to select a maintenance contractor

As the project scope is narrowed down, we will work directly with the city to make sure that all maintenance options are laid out for the city. This will provide the best opportunity for City Hall to see the work that needs to be done, and determine the best possible selection for performing ongoing maintenance duties.

Fee Structure:

Scope of Services Item #1 (Design of Green Roof): 45hrs
 Scope of Services Item #2 (Coordination of Bid Process): 31hrs
 Scope of Services Item #3 (Construction Management): 52hrs
 Price per/hour for Misc items not covered under contract \$90/hour

1. Design Development..... \$2,700
 - a. Energy Analysis (optional)...\$2,000-\$3,000
2. Construction Documents..... \$1,350
3. Bidding Process..... \$1,440
4. Scope Reviews..... \$1,350
5. Pre- Construction..... \$1,350
6. Construction Management..... \$2,700
7. Project Closeout..... \$630



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Memorandum

To: Finance/Personnel Committee

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

Re: Green Roof Consultant Proposals

Date: February 9, 2016

Summary: The Sustainability Team is recommending accepting the proposal from Hanging Gardens out of Milwaukee, Wisconsin to design and manage our Green Roof Project at City Hall.

Background:

- In November 2015, the City Council approved \$241,000 in the 2016 Budget to replace the roof at City Hall with a Green Roof. The project budget was to include design, construction management, and construction of the Green Roof.
- In December 2015 staff advertised and sent out Request for Proposals to design and manage the construction of the Green Roof. We directly contacted thirteen different companies that had experience in designing a Green Roof. Bids were due on January 8, 2016.
- We received two bids for this project. They are:
 - o Hanging Gardens, Milwaukee, Wisconsin
 - o Green Roof Service LLC, Baltimore, Maryland
- The Sustainability Team reviewed the two proposals and recommended investigating one of the consultants (Hanging Gardens) further.
- On January 27, the Sustainability Team met again to review the consultants. At this meeting the Sustainability Team made their recommendation to pursue working with Hanging Gardens.
- Summary of Sustainability Team Opinion
 - o In reviewing the potential consultants, the Sustainability Team felt Hanging Gardens was the best match for our project. While Green Roof Service LLC displayed many projects that were similar in nature, we did not feel the company took time to try and understand our project which created uncertainties in their proposal with committee members. It was also stated the distance of the firm raised concerns with regard to availability. Should the firm need to attend the project site, outside the number of days allotted in the proposal, we would be charged \$1100 per day. The firm did offer a “not to exceed” number of \$15,000. The committee felt Hanging Gardens had a good display of similar projects, showed a good understanding of the project (they visited the site, asked for plans, and asked for roof inspection study), has staff knowledge and expertise, and would be able to display the level of expertise we feel is important to the success of our project. In addition, we would not be charged for requesting additional site visits.
- Budget Summary – The below costs are estimates based on information that has been provided to us.
 - o Hanging Gardens – \$11,880
 - Design - \$2700
 - Bidding/construction documents/review/etc... - \$4500
 - Construction Management - \$4680
 - o Green Roof LLC - \$11,000
 - Design - \$4000
 - Coordination of Bid Process - \$2000
 - Construction Management - \$5000

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: February 9, 2016

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Request to Increase Administrative Time for Recreation Superintendent*

ATTACHMENTS:

- 2016 Administrative time policy to finance (DOCX)
- 2016 Policy (DOCX)

MEMO

CITY OF DE PERE

To: Members of Common Council
From: Shannon Metzler, Human Resources Director
Date: February 9, 2016
Re: Changes to Administrative Time

The administrative time policy (previously called compensatory time) was adopted in 1990. It applies to management exempt employees, whose attendance is required at meetings of the City Council, committee meetings, etc., and/or who work hours in excess of a 40-hour workweek as required by their job responsibilities. It provides a set number of hours be granted to a position based upon the duties of the position. The hours are reviewed annually to determine if the amount of hours allocated for each position are appropriate. The maximum number of hours granted to a position is 40 hours per year. There is no carryover nor is unused time paid out.

Earlier in 2015 we conducted reorganization in the Park, Recreation and Forestry department. The Community Center Manager position increased in responsibility and is now called the Recreation Superintendent. Previously this position received 24 hours of administrative time per year. The position has new responsibilities that require additional hours after the normal work day. The incumbent now attends the Park Board meetings and is second in line on the MSC call in list that responds to after hour issues/concerns in all areas. In addition to that, the pools and all City leagues are now under her direction which require work to be performed after the normal work day. Therefore, the Director of Parks, Recreation and Forestry Director and I recommending this position be increased to 40 hours of administrative time per year. This is consistent with the Park Superintendent/City Forester.

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

Thank you.

Attachment

Administrative Time Policy
January 1, 2016

<u>Position</u>	<u>Administrative Time Per Calendar Year</u>
Assistant City Engineer	40 Hours
Assistant Fire Chief.....	40 Hours
Building Inspector	24 Hours
City Administrator	40 Hours
City Attorney	40 Hours
City Engineer	40 Hours
Park Superintendent/City Forester	
Clerk-Treasurer	40 Hours
Recreation Superintendent	40 Hours
Director of Parks, Recreation and Forestry.....	40 Hours
Director of Planning and Economic Development	40 Hours
Director of Public Works	40 Hours
Finance Director.....	40 Hours
Fire Chief	40 Hours
Health Officer/Director	40 Hours
Human Resources Director	40 Hours
Information Technology Administrator.....	40 Hours
Park and Recreation Supervisor.....	40 Hours
Planner II.....	40 Hours
Police Captain	40 Hours
Police Chief	40 Hours
Police Business Manager	24 Hours
Public Health Sanitarian	24 Hours
Street Superintendent	40 Hours

Attachment: 2016 Policy (4355 : Request to Increase Administrative Time for Recreation Superintendent*)

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: February 9, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Update on Collective Bargaining with Police Union/Possible
Tentative Agreement. *
