



Common Council

335 South Broadway

Regular Meeting

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

Agenda

Tuesday, December 3, 2013

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **December 3, 2013** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

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

Call to order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the November 19, 2013 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College.
6. Recommendation from the License Committee on an Application for Change of Agent for The Green Room.
7. Recommendation from the Board of Park Commissioners to accept \$500 donation from De Pere Christian Outreach to Recreation Scholarship Fund
8. Recommendation from Board of Park Commissioners to approve donation from SEEDS to place interpretive sign next to Native Plant Garden in Voyageur Park.
9. Resolution #13-152, Authorizing Division of Public Health Contract Agreement (Consolidated Contracts).
10. Resolution #13-153, Authorizing Memorandum of Understanding for Local Preparedness Services among Brown County Health Department, City of De Pere Health Department and Oneida Community Health.
11. Resolution #13-154, Authorizing Agreement Regarding the Sale and Option to Purchase Certain Property Adjacent to Commerce Drive Between the City of De Pere and BCD Holdings, LLC.
12. Review options for former bridge approach site.
13. Voucher Approval.
14. Operator License Applications
15. Future agenda items.
16. Adjournment.

Lawrence M. Delo

City Administrator

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

Mayor
Alderspersons
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Paul Piikkila
Former Claude-Allouez Bridge Approach:
Marlin Huppert
Maureen Vanden Hogan
Marc Brummel
David Duquette
Joe Seroogy
Steven Lepak

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: December 3, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the November 19, 2013 Common Council Meeting.

ATTACHMENTS:

- Minutes Council 11-19-2013 City of De Pere (DOCX)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, November 19, 2013
7:30 PM
De Pere City Hall Council Chambers

1. Call to order:

The meeting was called to order at 7:30 PM by Mayor Michael Walsh.

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

2. Pledge of Allegiance to the Flag.

The Council said the Pledge of Allegiance.

3. Approval of the Minutes of the November 5, 2013 Common Council Meeting.

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

4. A Public Hearing authorizing Resolution #13-143, Adoption Of Tax Levy for City Purposes To Support The 2014 City Budget, will be held at 7:30 p.m.

A. Presentation of 2014 Budget.

Mayor Mike Walsh presented the proposed 2014 Budget for the City of De Pere and stated that this budget is balanced and provides for City's municipal service needs in a cost-efficient matter.

The 2014 Budget accomplishes 4 goals:

- Maintain and improve existing municipal service levels;
- minimize borrowing to decrease future debt loads;
- maintain or increase existing unassigned fund balances;
- minimize the increase in the property tax rate as much as possible while still protecting the short and long term integrity of the city.

For 2014, the City lost \$12,383 in shared revenues from the State, \$76,302 loss in transportation aids, water rates may go up 3% and waste water rates are expected to increase 13%. The City did receive a \$12,496 increase from the expenditure restraint program and \$48,168 from computer aid.

Some significant numbers and expenditures to consider include:

- 1.03 million dollars for the City's share of reconstruction of Highway PP;
- \$600,000 to complete the first year of a five-year schedule to replace all water meters;
- \$480,100 for Green Bay Transit/Para Transit bus service;
- \$318,600 to operate two pools;
- \$280,000 for a new compressed natural gas recycling truck;
- \$246,000 for snow and ice removal;
- \$92,315 for the first of three years of payments for a new compressed natural gas garbage truck;
- \$20,000 to support Definitely De Pere for Mainstreet program activities;
- \$14,350 to complete a community survey;
- \$67/ERU (equivalent runoff units) the rate after a \$5 increase for storm water utility for each residential property.

Some miscellaneous items that affect the budget: 10% increase in health insurance rates; fuel is projected at \$3.30/gallon and diesel is projected at \$3.60/gallon; a 3% increase is projected for natural gas; and a 6% increase is projected for electricity.

The entire general fund increases 1.38% in operating expenditures when compared with 2013. When the City finalized the 2014 Executive Budget it was calculated that the tax rate would be \$6.35/1000; this is 18 cents higher than 2013 and is a 2.96% increase. Since the final budget was sent to you, the City received numbers from the state that hadn't been given to us in time to be included in the budget document; this changed the tax rate increase to 2.48% rather than 2.96%. The City is proposing to leave the tax rate at 2.96% and add \$50,660 to the levy for capital purchases while decreasing bonding by the same amount.

Mayor Walsh stated that De Pere has a reputation of being a very desirable community in which to live. It has always been his goal as Mayor to maintain De Pere as an exceptional community and to enhance what we have here. With all of us: city council, employees, businesses and residents all making a concerted effort, we will continue to make the city a great place to live, work and play.

City Administrator Larry Delo reviewed three different Budget Projection Models with the City Council.

He shared two charts showing the proportion of property taxes used by each of the taxing jurisdictions within the City, separated by School District:

East De Pere School District: School District 45%; County 20%; City 27%; NWTC 7%; State 1%

West De Pere School District: School District 46%; County 20%; City 26%; NWTC 7%; State 1%

He reviewed charts showing shared revenues, general fund revenue and expenditure trends, general fund expenditures by city department, projected tax levy with comparisons to other similar-sized municipalities, general obligation debt trends, property valuation, and property tax levy charts.

B. Notice of Public Hearing.

The Clerk stated that the Public Hearing was published in the City's Official Newspaper, the De Pere Journal, on October 31st and November 7th, 2013.

C. Approval of proposed 2014 Budget.

Mayor Walsh declared the public hearing open; no one wished to speak and the Mayor declared the public hearing closed and entertained a motion. Alderperson Boyd moved, seconded by Alderperson Kneiszel to approve the 2014 Budget. Alderperson Boyd moved, seconded by Alderperson Kneiszel to amend the motion to maintain the 2.96% tax rate increase. Upon vote, motion carried unanimously. Upon roll call vote on the motion to approve the 2014 budget as amended, motion carried unanimously.

- D. After the hearing is held, Resolution #13-143, Adoption of Tax Levy For City Purposes To Support The 2014 City Budget, is presented for consideration. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the resolution. Alderperson Lueck moved, seconded by Alderperson Heuvelmans to amend the resolution to reflect the changes from the amendment to Item 4c, Approval of the proposed 2014 Budget. Upon vote, motion carried unanimously. Upon vote on the resolution as amended, motion carried unanimously.

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

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

None.

6. Recommendation from the Board of Public Works and Finance/Personnel Committee to Approve Celebrate De Pere Request for Public Works Department Services.

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

7. Recommendation from the Finance/Personnel Committee to approve covering half of the police services charges at Celebrate De Pere up to a maximum of \$6,000. Alderperson Crevier moved, seconded by Alderperson Kneiszel to approve the recommendation. Alderperson Bauer moved to amend the recommendation and approve that the entire cost be covered by the City. Discussion followed. Alderperson Bauer withdrew his motion. Discussion followed. Alderperson Bauer moved to raise the cap to \$12,000. Motion failed for lack of a second motion. Discussion followed. Alderperson Bauer moved, seconded by Alderperson Crevier to remove the cap of \$6,000 to cover half the cost of police services. Upon vote on the recommendation as amended, motion carried unanimously.

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

8. Recommendation from the Finance/Personnel Committee to accept \$1,000 donation to Police Department from De Pere Christian Outreach.

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

9. Recommendation from the Finance/Personnel Committee to accept \$250 donation from Desert Veterans of Wisconsin for the Police training room.

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

10. Recommendation from Finance/Personnel Committee to approve Police Department shooting range repair bid from H.J. Martin and Son, Inc.

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

11. Recommendation from the Finance/Personnel Committee to approve 2014 Health and Dental Renewal and Plan Design Changes.

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

12. Recommendation from Finance/Personnel Committee to authorize City Attorney to enter into Agreement with other parties to perfect the pledged security interest for MetJet revolving loan.
 Alderperson Heuvelmans requested an explanation of the recommendation. City Attorney Judy Schmidt-Lehman explained the MetJet \$200,000 letter of credit backed by a \$200,000 CD at Associated Bank that they were required to put up with the US Department of Transportation; this was the asset offered by MetJet to the City for the revolving loan fund.

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

13. Ordinance #13-24, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

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

14. Resolution #13-144, Disallowance of Claim (David L. Noreika).

RESULT: ADOPTED [7 TO 1]
MOVER: Jim Kneiszel, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
NAYS: Bob Heuvelmans

15. Resolution #13-145, Authorizing and Approving a Revocable Occupancy Permit for Dutch Boyz, LLC for Installation and Maintenance of Stairs (500 Main Avenue).

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

16. Resolution #13-146, Approving Revision to Use Agreement Between the State Department of Administration and the City of De Pere (Probation and Parole Space Lease)

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

17. Resolution #13-147, Authorizing Service Agreement with GovernmentJobs.com, d/b/a NEOGOV.

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

18. Resolution #13-148, Authorizing Partial Release of Utility Easement.

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

19. Resolution #13-149, Authorizing Release of Utility Easements.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bob Heuvelmans, Alderperson
SECONDER: Jim Kneiszel, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

20. Resolution #13-150, Authorizing a Product Lease Agreement with MailFinance, Inc.

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

21. Resolution #13-151, Approving Agreement for Consulting Services Between the City of De Pere and Utility Service Co., Inc. (Matthew Tower Inspection).

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jim Kneiszel, Alderperson
SECONDER: Bob Heuvelmans, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

22. Discussion on Fire Department Organizational and Consolidation Feasibility Analysis Report
 Fire Chief Jeff Roemer requested that Council allow him to move forward on the analysis recommendations. Discussion followed and Chief Roemer answered questions from the Council. City Administrator Larry Delo asked that Council talk to Chief Roemer if anything in the analysis is unclear or needs additional explanation.

RESULT: ADOPTED [UNANIMOUS]
AYES: Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

23. Approval of EMS notepad Air Cards for internet connection in the ambulances

RESULT: ADOPTED [UNANIMOUS]
MOVER: Larry Lueck, Alderperson
SECONDER: Bob Heuvelmans, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty

24. Approval to move forward with Dispatch to EMS Billing software interface

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

25. Operator License Applications

CITY OF DE PERE - NOVEMBER 19, 2013					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
PREVIOUSLY TABLED OPERATOR LICENSE APPLICATIONS					
1	CRAWFORD, RODRICK	132 1/2 S. BROADWAY ST.	DE PERE	WI	54
OPERATOR LICENSE APPLICATIONS FOR THE 2012-2014 LICENSING PERIOD					
1	HANNON, BRITTANY D.	1331 BELLEVUE ST., LOT 9	GREEN BAY	WI	54
2	LEMKE, BONNIE H.	2353 CLEM LN.	DE PERE	WI	54
3	TREPANIER, KRISTIN N.	1187 OREGAN ST.	GREEN BAY	WI	54

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

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

26. Voucher approval.

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

27. Future agenda items.

Alderperson Bauer requested that we review our junked/abandoned vehicle policy; Alderperson Rafferty requested that the City give an update on overnight parking ordinance.

28. Adjournment.

Upon motion by Alderperson Crevier, seconded by Alderperson Rafferty, the Common Council Meeting was adjourned at 9:15 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

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

MEETING DATE: December 3, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College.

ATTACHMENTS:

- 12-03-13 Recommendation from License Committee on Application for Premise Description Change-SNC (PDF)

TEMPORARY PREMISE DESCRIPTION CHANGE

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 13 ;
 ending June 30 20 14

TO THE GOVERNING BODY of the: ☐ Town of } DePere
☐ Village of }
☒ City of }

County of Brown Aldermanic Dist. No. _____ (If required by ordinance)

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): St. Norbert College, Inc.

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>President</u>	<u>Thomas Kunkel</u>	<u>1527 Fox Ridge Ct. 54115</u>
Vice President/Member			
Secretary/Member	<u>Secretary</u>	<u>Amy Sorenson</u>	<u>1521 Bay Highlands Green Bay 54311</u>
Treasurer/Member	<u>Treasurer</u>	<u>Eileen Jahnke</u>	<u>3435 Bay Highlands Green Bay 54311</u>
Agent	<u>Assoc Dir Catering/Conf</u>	<u>Terrie DuBois</u>	<u>729 Bascom Way Green Bay 54311</u>
Directors/Managers			

3. Trade Name St. Norbert College Business Phone Number 9204031352
4. Address of Premises applying for extension see attach Post Office & Zip Code 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) see attached for buildings, dates and times
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
 (b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 11th day of November, 20 13

Patricia A. Wery
 (Clerk/Notary Public)

My commission expires Jan. 31, 2016

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11-13-13</u>	Date reported to council/board <u>12-3-13</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Extension of Premise for:

Cassandra Voss Center first floor, 311 Grant Street

Dates: Jan 16, 2014; 4:30-6:30pm

March 17, 2014; 4:30-6:30pm

June 2, 2014; 4:30-6:30pm

Mulva Library Studio Lower level, 400 Third Street

Date: Dec. 19, 2013 3:00-6:30pm

Bush Art Center Gallery first floor, 403 Third Street

Additional Date: Feb. 4th, 2014; 4:30-7:30

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

MEETING DATE: December 3, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on an Application for Change of Agent for The Green Room.

ATTACHMENTS:

- 12-03-13 Recommendation for Change of Agent public(PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Dec 4 20 13
ending June 20 14TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: <u>456-1028055060-0</u>	
Federal Employer Identification Number (FEIN): <u>46-1332825</u>	
LICENSE REQUESTED	
TYPE	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
Publication fee	\$
TOTAL FEE	\$ <u>N/C</u>

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Green Room Theatre, LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Mike T Esenkahn</u>	<u>224 Fort Howard</u>	<u>De Pere, WI 54115</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Mike T Esenkahn</u>	<u>Same</u>	<u>Same</u>
Directors/Managers			

3. Trade Name The Green Room Business Phone Number 920-983-0966
4. Address of Premises 353 Main Ave Post Office & Zip Code De Pere, WI 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 11-5-2012 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar/Lobby, Storage Room, Basement, Performance Space
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? Venture Theatre LLC
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]. ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 18th day of November, 20 13

Gunnif Johnson
(Clerk/Notary Public)

My commission expires 8-3-14

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11-18-13</u>	Date reported to council/board <u>12-3-13</u>	Date provisional license issued <u>1-0-14</u>	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE:	December 3, 2013
DEPARTMENT:	Common Council
FROM:	Marty Kosobucki
SUBJECT:	Recommendation from the Board of Park Commissioners to accept \$500 donation from De Pere Christian Outreach to Recreation Scholarship Fund

The Park Board is seeking approval to accept a \$500 donation from the De Pere Christian Outreach Corporation to the Recreation Scholarship Program. To date, this program has awarded 81 scholarships to youth/families in our community for participation in city sponsored recreation programs, co-sponsored sports programs or pool passes for families to enjoy!

Current balance in our account is \$17,925.40.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 3, 2013

DEPARTMENT: Common Council

FROM: Marty Kosobucki

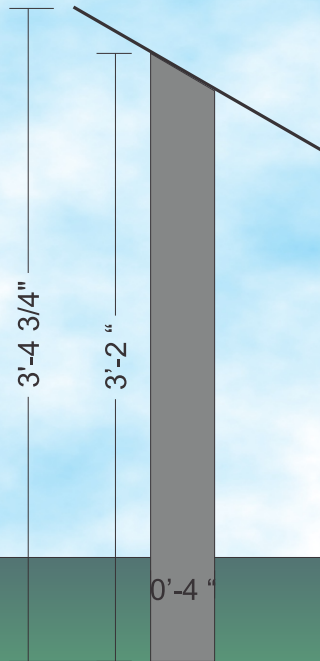
SUBJECT: Recommendation from Board of Park Commissioners to approve donation from SEEDS to place interpretive sign next to Native Plant Garden in Voyageur Park.

SEEDS would like to donate an interpretive sign to be placed next to the Native Plant Garden located in Voyageur Park. The sign's content is currently not set, but would be similar to the information provided in the attachment. The sign's dimensions are described in the other attachment. Last, the estimated value of the sign is \$824.

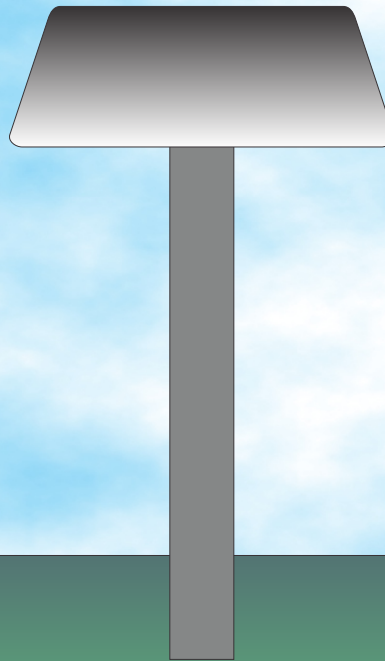
ATTACHMENTS:

- ARKETYPE KRESS LIBRARY[1] (PDF)
- CreatingPollinatorNativePlantGardens2-0 (PDF)
- SEEDS_GardenSign_Agreement (PDF)
- 20131115152203944 (PDF)
- Memo.council.donation.Voyageur Park Sign (DOC)

SIDE VIEW



FRONT VIEW



TOP VIEW



This Drawing Must Not Be Copied or
Reproduced Without Written Permission

Copyright 2013 UNITED SIGN CORPORATION

Name ARKETYPE

Address _____ City _____

Date 8/14/13 Scale 1"=1' Sketch _____

☐ APPROVED ☐ APPROVED AS CORRECTED
☐ NOT APPROVED ☐ REVISE & RE-SUBMIT

APPROVED BY: _____

DATE: _____ TIME: _____

UNITED SIGN

**1117 SUBURBAN COURT
P.O. BOX 5134
DE PERE, WI 54115**

**PHONE 920-983-51
FAX 920-983-5304**

Packet Pg. 18

Attachment: ARKETYPE KRESS LIBRARY[1] (1636 : Recommendation from Board of Park

Creating Pollinator & Native Plant Gardens: The Little Things Run the World

Flower beetle



Every time you walk into your garden to enjoy a beautiful flower or pick a fruit, you might thank a bee, butterfly or hummingbird.

These and other kinds of animals are pollinators – they move pollen from one flower to another flower of the same species, helping plants to produce fertile seeds.

Eighty percent of the world's crop species and most native plants rely on animals for pollination. However, biologists fear several butterfly and bumble bee species have disappeared from parts of their range because of habitat loss, introduced diseases, pollution and pesticide poisoning.



Pollen wasp

Hover fly



How can you help pollinators?

- Grow native plants in your garden.
- Plant a diversity of flowering species.
- Don't use pesticides or herbicides.
- Provide sunny, bare soil areas for ground-nesting bees.

See if you can spot these pollinators in this garden.

Half-black bumble bee on eastern purple coneflower



Eastern Tailed-blue butterflies and larva on sundial lupine



White-lined sphinx moth on yellow evening primrose



Brown-belted bumble bee on butterflyweed



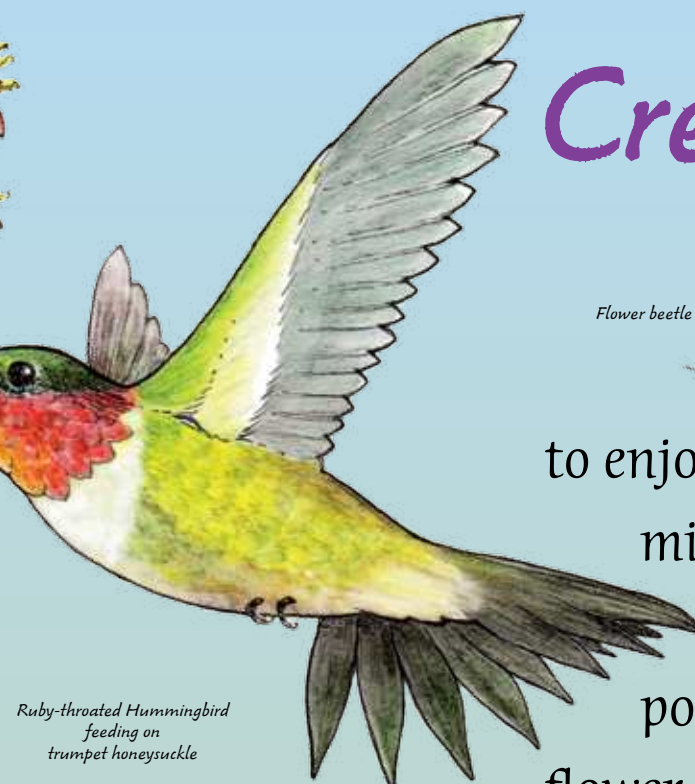
Orchard mason bees on great blue lobelia



Green sweat bee on blanketflower



Ruby-throated Hummingbird feeding on trumpet honeysuckle



August 11, 2013

Mr. Randy Rake
Chairperson
SEEDs for De Pere
441 Main Ave.
De Pere, WI 54115

Proposal: Center for Sustainability Learning Garden Sign

Arketype will design an outdoor garden sign for the Center for Sustainability Learning at the Kress Family Library. Arketype will develop up to two (2) concepts, and upon concept selection Arketype will provide up to two (2) rounds of revisions to bring layouts to final art. Copywriting, logos and photography (if needed) to be provided by SEEDs for De Pere. Printing estimated below.

Design/Production	\$690.00
Less 50% in-kind discount	(\$345.00)
Printing (United Sign)	\$479.00
Total Investment	\$824.00

Payment Schedule

Installment 1 (50%)	\$412.00	Invoiced upon proposal approval
Installment 2 (50%)	\$412.00	Invoiced upon project completion

Authorized Signature

Date

Charges listed above reflect estimated costs only. Client approval above authorizes Arketype to incur costs on Client's behalf consistent with the above estimated project costs, and Client agrees that it shall pay all such costs within 15 days of invoice by Arketype. Unless specifically noted above, shipping and tax are not included in this proposal and will be included in invoices at actual cost. Any patent and trademark/servicemark search and legal protection services are the responsibility of the Client. In the event of major project directional changes or revisions above and beyond what is listed in the scope of work, Arketype will present a revised proposal (change order) for Client approval before work commences. If the Client puts project on hold for 30 days or more or terminates the project, Arketype will invoice for all work performed to date.



August 11, 2013

Mr. Randy Rake
Chairperson
SEEDs for De Pere
441 Main Ave.
De Pere, WI 54115

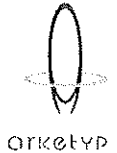
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ARKETYPE INC
612 STUART STREET
GREEN BAY WI 54301
920 437 3700
f 920 437 3701
ARKETYPEINC.COM

- EST. 2012 -

VOYAGER PARK NATIVE PLANT GARDEN

EAGLE SCOUT PROJECT BY GEORGE LEPAK OF BOY SCOUT TROOP 1040



THE GARDEN IN FRONT OF YOU WAS PLANTED TO INSPIRE AND TEACH visitors about the beauty and value of native plants throughout the seasons. In the past, this area had been a railroad yard, a city dump, and a turf grass desert devoid of wildlife. Transformed, this tract illustrates how native plants produce an attractive, low-maintenance community resource while providing a natural area bustling with the activities of butterflies, bees and birds.



NATIVE PLANTS DO NOT NEED FERTILIZERS. HERBICIDES. PESTICIDES. WATERING OR FREQUENT MOWING. Benefiting the environment and reducing maintenance costs. Landscaping with native wildflowers and grasses helps return the area to a healthy ecosystem. Diverse varieties of birds, butterflies and animals are attracted to the native plants, thus enhancing the biodiversity of the area. The beauty of native wildflowers and grasses creates a sense of place, both at home and work. The native plants also increase our connection to nature, help educate our neighbors, and provide a beautiful, peaceful place to relax.

HOW CAN YOU CONTINUE THIS WORK?

- GROW NATIVE PLANTS IN YOUR GARDEN
- PLANT A DIVERSITY OF FLOWERING SPECIES
- DON'T USE PESTICIDES OR HERBICIDES

SCAN TO WATCH THE TIME-LAPSE VIDEO!



"I'VE GERMINATED THE SEEDS TO MAKE THIS GARDEN. IT IS A DEMONSTRATION GARDEN TO SHOW THAT YOU DON'T NEED PERFECTLY MANICURED LAWNS. YOU CAN HAVE A NATIVE PLANT GARDEN THAT ATTRACTS BUTTERFLIES AND BIRDS AND IS GOOD FOR THE ENVIRONMENT. YOU CAN LIMIT THE USE OF A LAWN MOWER."

- GEORGE LEPAK, EAGLE SCOUT

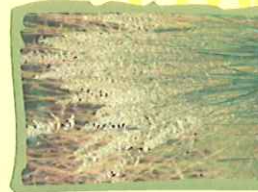
THIS NATIVE PLANT DEMONSTRATION GARDEN CONTAINS ABOUT 40 DIFFERENT PLANTS. SEE IF YOU CAN SPOT SOME OF OUR FAVORITES:



WILD SENNA (*Cassia helicarpa*)
Mid-summer yellow flowers amid dark green foliage, 4-6'



CULVER'S ROOT (*Veronica virginicum*)
Spikes of white flowers with beautiful green leaves, 3-6'



JUNE GRASS (*Koeleria macrantha*) 2-3'



WHEAT GRASS (*Sorghastrum nutans*) 5-7'



PRAIRIE DROPSPEED (*Sporobolus heterolepis*) Lush emerald green foliage changing to golden in the fall, 2-4'



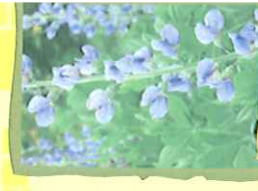
SWITCH GRASS (*Panicum virgatum*)
Creates a dense cover for wildlife habitat, 3-6'



RED MILKWEED (*Asclepias carnalis*)
Desired by monarch caterpillars and many butterflies, 3-5'



BUTTERFLY WEED (*Asclepias tuberosa*)
Attracts lots of butterflies and is a larval food for monarchs, 2-3'



BLUE FALSE INDIGO (*Baptisia australis*) Spring blooming blue-purple flower clusters, 3-5'

INSPIRED AND PLANTED THANKS TO: BOY SCOUT TROOP 1040, DE PERE GREENHOUSE-BILL WEDZWIEDZ, SEEDS FOR DE PERE CITY OF DE PERE, KRESS FAMILY LIBRARY, DE PERE HARDWARE, WILLEN'S LANDSCAPING, ROBERT E. LEE AND ASSOCIATES, INC., AND THE MANY HANDS AND HEARTS OF OUR VOLUNTEER GARDENERS.



Memorandum

To: City Council

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

Re: Donation from Seeds to place interpretive sign at Voyageur Park

Date: December 3, 2013

The Park Board is requesting the City Council to approve the donation of an interpretive sign for the Voyageur Park Native Plant Garden, valued at \$824.

I have included a copy of the proposed sign and a memo from Randal Rake describing the sign value.

Attachment: Memo.council.donation.Voyageur Park Sign (1636 : Recommendation from Board of Park Commissioners to approve donation

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

MEETING DATE: December 3, 2013

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #13-152, Authorizing Division of Public Health Contract Agreement (Consolidated Contracts).

ATTACHMENTS:

- Reso13-152 (DOCX)
- 2014 Consolidated Contract (PDF)
- 2014 DPH Contract Signature Pages (PDF)
- Memo.Consolidated_Contract_2014 (PDF)

RESOLUTION #13-152

AUTHORIZING DIVISION OF PUBLIC HEALTH CONTRACT AGREEMENT
(Consolidated Contracts)

WHEREAS, the City of De Pere is eligible for and has received funding from the State of Wisconsin Division of Public Health of the Department of Health Services, funding in an amount not to exceed \$18,711 in 2014 for the following programs:

- Childhood Lead Poisoning Prevention;
- Immunizations;
- Maternal and Child Health; and
- Prevention

WHEREAS, the Agreement setting forth the terms and conditions of receiving such funding is attached hereto and incorporated as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Division of Public Health Consolidated Contract Agreement #24151 (Exhibit A) together with subsequent renewals thereof provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

DHS Copy ☐Agency Copy ☐Grant Agreement#
(if applicable)

GRANT AGREEMENT WITH PREPAYMENTS
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
and
Grantee
for the
Division of Public Health Consolidated Contracts

1. PURPOSE

This Grant Agreement (Agreement) and Attachments describe the terms and conditions under which the parties will conduct activities and provide services meeting the needs of clients.

2. PARTIES

- A. The State of Wisconsin Department of Health Services (the "GRANTOR") is the state agency responsible for overseeing the coordination and integration of social service programs. The GRANTOR's principal business address is 1 West Wilson Street, Room 250, Madison, Wisconsin 53703.
- B. The GRANTEE is engaged in the business of providing care and services desired by the GRANTOR. The GRANTEE's name and principal business address is identified on the contract addenda.

3. AUTHORITY

Wis. Stat. § 46.036 authorizes the GRANTOR to award grants for needed services.

4. TERM OF AGREEMENT

This Agreement is entered into for the period January 1, 2014 through December 31, 2014.

5. SERVICES

- A. The GRANTEE agrees to provide services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period. If applicable, see Section 34, "Special Provisions," for details.
- B. A detailed description of the GRANTEE objectives and the documentation associated with those objectives is listed in the Attachments.

6. COST OF SERVICES

- A. The GRANTOR agrees to pay the GRANTEE according to the terms and conditions of this Agreement an amount not to exceed the allocation located on the 2014 Consolidated Contracts Funding Grid (<http://www.dhs.wisconsin.gov/Health/GAC/GAC2014/index.htm>). This amount is contingent upon receipt of sufficient funds by the GRANTOR.

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Exhibit A

Grant Agreement with Prepayments

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- B. The GRANTOR will not make payments for costs in excess of the Grant Agreement amounts or for costs incurred outside the Grant period. Further, the GRANTOR will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.
- C. If required, a detailed budget breakdown and explanation is included in an Attachment, which is attached to and incorporated in this Agreement by reference.
- D. If applicable, add funding control language: Funding for this contract may be subject to funding controls as described in the Contract Addendum.

7. **CONTACT INFORMATION**

- A. The contact information for the GRANTOR's Contract Administrator is located on the Consolidated Contracts Grid (<http://www.dhs.wisconsin.gov/Health/GAC/GAC2014/index.htm>).

If the primary Contract Administrator is unable to administer this Agreement, the GRANTOR will contact the GRANTEE and designate a new Contract Administrator.

- B. The contact information for GRANTEE's Contract Administrator is located on the contract addenda.

If the primary Contract Administrator is unable to administer this Agreement, the GRANTEE will contact the GRANTOR and designate a new Contract Administrator.

8. **PAYMENT FOR SERVICES**

- A. GRANTOR will assign a profile number to the GRANTEE.
- B. The GRANTOR, following execution of this Agreement, but not prior to the 1st day of the grant period, may pay to the GRANTEE one (1) month's estimated operating costs of the Agreement amount for each of the 1st three (3) months of this Agreement. If such prepayments are made, the prepayments shall be recovered from future payments due the GRANTEE under this Agreement.
- C. The GRANTEE shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference. *See, Allowable Cost Policy Manual* at: <http://www.dhs.wisconsin.gov/grants/administration/allowablecost/acpm.htm>.
- D. The GRANTEE shall submit expenditures on the form required by the Department to the following e-mail: <mailto:DHS600RCARS@dhs.wi.gov>.
- E. Payments to the GRANTEE will be made monthly based on expenditures submitted by the GRANTEE on the form required by the Department.
- F. Expense reports received timely (by the 15th of the month) will be reviewed and processed by the 20th day of the following month.
- G. The GRANTOR will mail legal notices to the GRANTEE at the address in Section 7.B., unless otherwise notified by the GRANTEE.

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Grant Agreement with Prepayments

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H. All payments will be made as electronic funds transfer (ETF) which include non-municipalities, non-profits, and UW Departments on the 1st of the month or the 1st banking day following the scheduled payment date, whichever is later. Other state agencies will receive payment by check on the 1st of the month or the first working day after the 1st. CARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following web site and should be reviewed and/or printed each month for each agency type for account reconciliation.
<http://apps.health.wisconsin.gov/cars/GetIndexServlet>.

I. Payments to the GRANTEE, including any prepayments, shall not exceed the total Agreement amount.

J. If the GRANTOR determines, after notice to GRANTEE and opportunity to respond, that payments were made that exceeded allowable costs, the GRANTEE shall refund the amount determined to be in excess within 30 days of invoicing or notification by the GRANTOR. The GRANTOR may, at its sole discretion, effectuate such refund by withholding money from future payments due the GRANTEE at any time during or after the Agreement period. The GRANTOR reserves the right to recover such excess funds by any other appropriate legal means.

9. REPORTING

A. The GRANTEE shall comply with the GRANTOR's program reporting requirements as specified in the applicable Attachment of this Agreement.

B. The required reports shall be forwarded to the GRANTOR's Contract Administrator according to the schedule established by the GRANTOR.

10. FEDERAL AND STATE RULES AND REGULATIONS

A. The GRANTEE agrees to meet State and Federal laws, rules, regulations, and program policies applicable to this Grant Agreement.

B. The GRANTEE will act solely in its independent capacity and not as an employee of the Department. The GRANTEE shall not be deemed or construed to be an employee of the Department for any purpose.

C. The GRANTEE agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

11. AFFIRMATIVE ACTION PLAN AND CIVIL RIGHTS COMPLIANCE

A. Affirmative Action Plan

- (1) As required by Wisconsin's Contract Compliance Law under Wis. Stat. § 16.765, every GRANTEE must agree to equal employment and affirmative action policies and practices in its employment programs as follows: In connection with the performance of work under this grant, the GRANTEE agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to,

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Grant Agreement with Prepayments

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the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities. The GRANTEE agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of the nondiscrimination clause.

- (2) The GRANTEE must submit an Affirmative Action Plan to the GRANTOR in accordance with the Contract Compliance Program in the Wisconsin Department of Administration instructions posted on the following website: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>.
- (3) An Affirmative Action Plan is required from a GRANTEE who receives a state Grant over \$50,000 AND who has a workforce of fifty (50) or more employees as of the award date, unless the GRANTEE is exempt by established criteria. The plan is due to the GRANTOR within fifteen (15) working days of the award date of the GRANTEE's Grant. The plan must have been prepared or revised not more than one year prior to the award date of the Grant. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal Grants over \$50,000, must submit Affirmative Action Plans in the same manner as other GRANTEES.
- (4) The GRANTEE must submit its Affirmative Action plan or request for exemption from filing an affirmative action plan in accordance to the Contract Compliance Program within fifteen (15) working days to:

DHS/DES/BSS
 AFFIRMATIVE ACTION COODINATOR
 1 W WILSON ST RM 655
 PO BOX 7850
 MADISON WI 53707-7850

or submit a PDF file to DHSStrategicSourcing@wisconsin.gov.

B. Civil Rights Compliance

- (1) For agreements for the provision of services to clients, the GRANTEE must comply with Civil Rights requirements. GRANTEES with an annual work force of less than twenty-five (25) employees, regardless of Grant amount, and GRANTEES with Grants of less than \$50,000 are not required to complete and maintain on file a Civil Rights Compliance Plan that covers the length of the Grant or the most recent published Civil Rights Compliance Requirements for the DHS. However, they must submit a Civil Rights Compliance Letter of Assurance to the Office of Affirmative Action and Civil Rights Compliance. GRANTEES with an annual work force of twenty-five (25) employees and Grant agreements of \$50,000 or more shall complete and keep on file a Civil Rights Compliance Plan compliant with the most recent DHS Civil Rights Compliance Requirements publication. All GRANTEES must submit a Civil Rights Compliance Letter of Assurance to the Office of Affirmative Action and Civil Rights Compliance and complete their Civil Rights Compliance Plan within fifteen (15) working days of the award date of the agreement or Grant. The most recent published Civil Rights Compliance Requirements are outline on the following website:
<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.

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Grant Agreement with Prepayments

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- (2) Civil Rights Compliance Letters of Assurances should be sent to:

DHS
OFFICE OF AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE
1 W WILSON ST RM 656
PO BOX 7850
MADISON WI 53707-7850

Telephone: (608) 266-9372 (Voice)

1-888-701-1251 (TTY)

FAX: (608) 267-2147 (Fax)

Email: David.Duran@wi.gov

- (3) The GRANTEE agrees that it will comply with all Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Health Service Act; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; the Omnibus Reconciliation Act of 1981; the American with Disabilities Act (ADA) of 1990; the Wisconsin Fair Employment Act and applicable amendments; and other Federal Civil Rights laws listed in the Civil Rights Compliance Plan.
- (4) No qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age (USDA-FNS program funding protects political belief or political affiliation when Food Stamp Act funding is received). This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the GRANTEE are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
- (5) No qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. Unless otherwise exempted under Executive Order 11246, as amended, and Section 503 of the Rehabilitation of 1973, or if the GRANTEE is considered to be a Federal GRANTOR, the GRANTEE assures that it will comply with these requirements. All employees of the GRANTEE are expected to support goals and programmatic activities relating to non-discrimination in employment.
- (6) The GRANTEE shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator when the GRANTEE is engaged in the provision of service delivery. The discrimination complaint process must be posted in conspicuous places available to applicants and recipients of services, and applicants for employment and employees. The complaint process will be according to the GRANTOR'S standards and the GRANTEE shall post the complaint process notice translated into the major primary languages of the Limited English Proficient participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The GRANTEE shall not request interpretation services from family members, friends and minors.

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Attachment: 2014 Consolidated Contract (1630 : Resolution #13-152, Authorizing Division of Public Health Grant Contract Agreement #24151)

Grant Agreement with Prepayments

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However, the participant may request a family member or friend to serve as interpreter. Under no circumstance will a minor be allowed to serve as interpreter.

- (7) The GRANTEE agrees to comply with the GRANTOR'S guidelines for ensuring Access and Equal Opportunity in Service Delivery and Employment by Recipients of Federal and State Funded Programs, Services and Activities issued by the State of Wisconsin, Department of Health Services, Department of Children and Families and Department of Workforce Development; which can be found on the following website:
<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.
- (8) Requirements herein stated apply to any sub-grants or grants. The GRANTEE has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where the GRANTOR has a direct Grant with another GRANTEE'S subcontractor, the GRANTOR will assume direct responsibility for monitoring and assuring compliance of the mutual subcontractors.
- (9) The GRANTOR will monitor the Civil Rights Compliance of the GRANTEE. The GRANTOR may conduct reviews to ensure that the GRANTEE is ensuring compliance by its subcontractors according to guidelines in the State of Wisconsin Department of Workforce Development, Department of Children and Families and Department of Health Services most recent Civil Rights Compliance Plan requirements. The GRANTEE agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by GRANTEE, as well as interviews with staff, clients, and applicants for services, subcontractors, GRANTEES, and referral agencies. The reviews will be conducted according to Department procedures. The GRANTOR will also conduct reviews to address immediate concerns of complainants.
- (10) Where the GRANTOR has a direct Grant with another GRANTEE's subcontractor, the GRANTEE need not monitor the subcontractor's compliance with the Civil Rights Compliance Plan.
- (11) The GRANTEE agrees to cooperate with the GRANTOR in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

C. The GRANTEE agrees to all of the following:

- (1) Hire staff with special translation or sign language skills, or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client.
- (2) Provide reasonable accommodations or language assistance to the client during the application process, in the receipt of services, and in the processing of complaints or appeals.
- (3) Train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics.

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- (4) Make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired.
- (5) Post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

12. **PRIVACY AND CONFIDENTIAL INFORMATION**

A. Definitions used in this section:

- (1) “Confidential Information” means all tangible and intangible information and materials accessed or disclosed in connection with this Grant Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; (iii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information designated as confidential in writing by the State.
- (2) “Individually Identifiable Health Information” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (3) “Personally Identifiable Information or PII” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

- B. The GRANTEE shall not use Confidential Information for any purpose other than the limited purposes set forth in this Grant, and all related and necessary actions taken in fulfillment of the obligations thereunder. The GRANTEE shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents (“Representatives”) who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Grant and who have been apprised of, and agree to maintain, the confidential nature of such information according to the terms of this Grant.

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- C. GRANTEE shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.
- D. GRANTEE shall ensure that all identifying marks of confidentiality contained on or included in any item of Confidential Information shall be reproduced by GRANTEE on any reproduction, modification, or translation of such Confidential Information. If requested by the State, GRANTEE shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.
- E. If requested by the Department, GRANTEE shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement.

13. SUBGRANTS

- A. The GRANTOR reserves the right of approval of any sub-grants and the GRANTEE shall report information relating to sub-grants to the GRANTOR. A change in a subcontractor or a change from direct service provision to a sub-grant may only be executed with the prior written approval of the GRANTOR. In addition, GRANTOR approval may be required regarding the terms and conditions of a sub-grant, and the subcontractors selected. Approval of a sub-grantee will be withheld if the GRANTOR reasonably believes that the intended sub-grantee will not be a responsible GRANTEE in terms of services provided and costs billed.
- B. The GRANTEE retains responsibility for fulfillment of all terms and conditions of this Grant Agreement when it enters into a sub-grant agreement and will be subject to enforcement of all the terms and conditions of this Grant Agreement.

14. GENERAL PROVISIONS

- A. Any payments of monies to the GRANTEE by the GRANTOR for services provided under this Grant Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The GRANTEE shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. The GRANTEE shall not engage the services of any person concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Grant Agreement without the written consent of the employer of such person or persons and of the GRANTOR.
- D. If a state public official (*see*, Wis. Stat. § 19.42), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10% interest is a party to this Grant Agreement; and, if this Grant Agreement involves payment of more than \$3,000 within a 12-month period, this Grant Agreement is void unless appropriate written disclosure is made according to Wis. Stat. § 19.45(6), before

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signing the Grant Agreement. Written disclosure, if required, must be made to the State of Wisconsin Government Accountability Board at:

WI GAB
212 E WASHINGTON AVE FL 3
MADISON WI 53703- 4232

Telephone: (608) 266-8005

Fax: (608) 267-0500

- E. If the GRANTEE or any sub-grantee is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Grant Agreement that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Wis. Stat., Chs. 180 and 181, relating to foreign corporations.
- F. The GRANTEE agrees that funds provided under this Grant Agreement shall be used to supplement or expand the GRANTEE'S efforts, not to replace or allow for the release of available local (GRANTEE) funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

- A. The GRANTEE'S accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by the GRANTOR as contained in Section 9 of this Agreement, and support expenditure reports submitted to the GRANTOR.
- B. The GRANTEE shall reconcile costs reported to the GRANTOR for reimbursement or as match to expenses recorded in the GRANTEE'S accounting or simplified bookkeeping system on an ongoing and periodic basis. The GRANTEE agrees to complete and document reconciliation at least quarterly, and to provide a copy to the GRANTOR upon request. The GRANTEE shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Grant Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual.

16. CHANGES IN ACCOUNTING PERIOD

- A. The GRANTEE shall notify the GRANTOR of any change in its accounting period and provide proof of Internal Revenue Service (the "IRS") approval for the change.
- B. Proof of IRS approval shall be considered verification that the GRANTEE has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the GRANTEE of reporting or audit requirements of this Grant Agreement. An audit meeting the requirements of this Grant Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

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17. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the GRANTEE for fire and extended coverage of any equipment funded under this Grant Agreement, which the GRANTOR retains ownership of, and which is in the care, custody, and control of the GRANTEE.
- B. The GRANTOR shall have all ownership rights in any computer hardware funded under this Grant Agreement or supplied by the GRANTOR and in any software or modifications thereof and associated documentation designed, developed, or installed as a result of this Grant Agreement. The GRANTEE is responsible for keeping all of GRANTOR's property reasonably secure from theft, damage or other loss.
- C. The GRANTEE agrees that if any materials are developed under this Grant Agreement, the GRANTOR shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Grant Agreement, shall be promptly and fully reported to the GRANTOR.

18. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by the GRANTOR, the GRANTEE shall submit an annual audit to the GRANTOR if the total amount of annual funding provided by the GRANTOR (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$25,000 or more. In determining the amount of annual funding provided by the GRANTOR, the GRANTEE shall consider both: (a) funds provided through direct Grants with the GRANTOR; and (b) funds from the GRANTOR passed through another agency which has one or more Grants with the GRANTEE.
- B. *Audit Requirements:* The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, Wis. Stat. § 46.036, *Government Auditing Standards*, issued by the U.S. Government Accountability Office; and the Department of Health Services Audit Guide (www.ssag.state.wi.us). The audit shall also comply with the requirements in OMB Circular A-133, titled: "Audits of States, Local Governments, and Non-Profit Organizations," if the agency meets the criteria for needing a federal single audit.
- C. *Reporting Package:* The Auditor shall send to the GRANTOR a reporting package which includes all of the following:
 - (1) Financial statements and other audit schedules and reports required for the type of audit applicable to the GRANTEE.
 - (2) The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
 - (3) Management responses/corrective action plan for each audit issue identified in the audit.

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- D. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the grantee/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- E. *Access to Auditor's Work Papers:* When contracting with an audit firm, the GRANTEE shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
- F. *Access to GRANTEE Records:* The GRANTEE shall permit appropriate representatives of the Department or GRANTOR, or both, to have access to the GRANTEE'S records and financial statements as necessary to review GRANTEE's compliance with the Federal and State requirements for the use of the funding.
- G. *Failure to Comply with the Audit Requirements:* If the GRANTEE fails to have an appropriate audit performed or fails to provide a complete audit report to the GRANTOR within the specified timeframes, the GRANTOR may do any of the following:
- (1) Conduct an audit or arrange for an independent audit of the GRANTEE and charge the cost of completing the audit to the GRANTEE;
 - (2) Charge the GRANTEE for all loss of Federal or State aid or for penalties assessed to the GRANTOR because the GRANTEE did not submit a complete audit report within the required timeframe; and/or
 - (3) Disallow the cost of audits that do not meet these standards.
- H. *Closeout Audits:*
- (1) A specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the GRANTEE ceases operations, or when the GRANTEE changes its accounting period (fiscal year). The purpose of the audit is to close out the short accounting period. The required closeout audit may be waived by the GRANTOR upon written request from the GRANTEE, except when the Agreement is terminated for cause. The required closeout audit may not be waived when an Agreement is terminated for cause.
 - (2) The GRANTEE shall ensure that its auditor contacts the GRANTOR prior to beginning the audit. The GRANTOR, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the GRANTEE and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the GRANTOR, is the responsibility of the GRANTEE.
 - (3) The GRANTOR may require a closeout audit that meets the audit requirements specified in paragraph B., above. In addition, the GRANTOR may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 Compliance

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Supplement and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.

- (4) All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

19. OTHER ASSURANCES

- A. The GRANTEE shall notify the GRANTOR in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Worker's Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the GRANTEE, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- B. The GRANTEE shall notify the GRANTOR, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of Five Hundred Dollars (\$500), or when total past due liabilities to any one or more vendors exceed One Thousand Dollars (\$1000), related to the operation of this Grant Agreement for which the GRANTOR has reimbursed or will reimburse the GRANTEE. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the GRANTEE to resolve the dispute.
- C. The GRANTOR may require written assurance at the time of entering into this Agreement that the GRANTEE has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the GRANTOR up to \$500,000.

20. RECORDS

- A. The GRANTEE shall maintain both written and electronic records as required by State and Federal law and as required by program policies. Records shall be maintained using accepted filing practices to allow for ready access.
- B. The GRANTEE and its subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of the GRANTOR'S records that the GRANTEE accesses to provide services under this Grant Agreement.
- C. The GRANTEE shall maintain and retain such records and financial statements for six (6) years from the closeout of the Grant in accordance with DHS retention period for Grant Management Records. In addition, records for periods which are under audit or subject to dispute or litigation MUST BE RETAINED until the audit/dispute/litigation, and any associated appeal periods have ended.

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- D. The use or disclosure by any individual, of any information, for any purpose not connected with the administration of the GRANTEE'S or the GRANTOR'S responsibilities under this Grant, is prohibited, except with the INFORMED, written consent of the eligible individual or the individual's legal guardian.
- E. The GRANTEE, upon the GRANTOR'S request, will transfer records under this Grant Agreement at no cost to the GRANTOR. The GRANTEE shall index and organize records to be transferred in the manner directed by the GRANTOR.

21. **AGREEMENT REVISIONS AND/OR TERMINATION**

- A. The GRANTEE agrees to re-negotiate with the GRANTOR the terms and conditions of this Grant Agreement or any part thereof in such circumstances as:
 - (1) Increased or decreased volume of services;
 - (2) Changes required by State and Federal law or regulations, or court action; or,
 - (3) Increase or reduction in the monies available affecting the substance of this Grant Agreement.
- B. Failure to agree to a re-negotiated Grant Agreement under these circumstances is cause for the GRANTOR to terminate this Grant Agreement.
- C. This Grant Agreement may be terminated for any reason by a 30-day written notice by either party.
- D. This Grant Agreement may be revised by mutual agreement. The revision will be effective only when the GRANTOR and GRANTEE attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties unless the revision is to add funds.
- E. The GRANTEE shall notify the GRANTOR whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the GRANTOR shall determine whether such inability may require revision or termination of this Agreement.
- F. If the GRANTOR terminates this Agreement before the expiration date for reason other than non-performance by the GRANTEE, then funds due to the GRANTEE for performance by the GRANTEE before termination shall remain due and owing and be promptly paid by GRANTOR to GRANTEE. Actual financial losses incurred by the GRANTOR due to the failure of GRANTEE to comply with this Agreement may be deducted by GRANTOR.
- G. The GRANTOR reserves the right to reduce the total amount of the Grant due to substantial under spending by the GRANTEE. All such Grant Agreement reductions will become effective upon thirty (30) days written notice to the GRANTEE and shall not relieve the GRANTEE of any programmatic requirements.

22. **NON-COMPLIANCE AND REMEDIAL MEASURES**

- A. Failure to comply with any part of this Grant Agreement may be considered cause for revision, suspension or termination of this Grant Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the GRANTEE under this Grant Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Grant

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Agreement and any other measure that suspends the GRANTEE'S participation in the Grant Agreement if the GRANTOR determines it is necessary to protect the interests of the state.

- B. The GRANTEE shall provide written notice to the GRANTOR of all instances of non-compliance with the terms of this Agreement by the GRANTEE or any of its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the GRANTEE became aware of the non-compliance. The written notice shall include information on the reason for and effect of the non-compliance. The GRANTEE shall provide the GRANTOR with a plan to correct the non-compliance.
- C. If GRANTOR determines that non-compliance with this Agreement has occurred, or continues to occur, it shall demand immediate correction of continuing non-compliance and seek remedial measures it deems necessary to protect the interests of the State up to an including termination of the Agreement or the imposing of additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
- D. If audits are not submitted when due, the GRANTOR may take action as provided in the Auditing Requirements section of this Agreement.
- E. If required statistical data, reports and other required information, other than audits, are not submitted when due, the GRANTOR may withhold all payments that otherwise would be paid the GRANTEE under this Grant Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between the GRANTOR and GRANTEE under this Agreement, including the GRANTOR'S finding of non-compliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review:* The GRANTOR'S and GRANTEE'S Contract Administrators will attempt to resolve the dispute. If a dispute is not resolved at this Step, then a written statement to this effect must be signed and dated by both Contract Administrators. The written statement must include all of the following:
 - (1) A brief statement of the issue;
 - (2) The steps that have been taken to resolve the dispute; and
 - (3) Any suggested resolution by either party.
- B. *Division Administrator's Review:* If the dispute cannot be resolved by the Contract Administrators, the GRANTEE may request a review by the Administrator of the Division in which the GRANTOR'S Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department. A request under this Step must be received by the Division Administrator (or Deputy Secretary) within 14 days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. *Secretary's Review:* If the dispute is unresolved at Step B, the GRANTEE may request a Final Review by the Secretary of the Department. A request under this Step must be received by the

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Office of the Secretary within 14 days after date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

- A. The due date of the final fiscal report shall be ninety (90) days after the Grant Agreement period ending date.
- B. Expenses incurred during the Grant Agreement period but reported later than ninety (90) days after the period ending date will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

25. INDEMNITY

To the extent authorized under State/Federal laws, the GRANTOR and GRANTEE agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

26. SURETY BOND

The GRANTOR may require the GRANTEE to have a surety bond. The surety bond shall be in force for the period of the Grant Agreement and shall be a reasonable amount to be determined by the GRANTOR. The amount of the bond shall be no less than the amounts of any pre-payments under this Grant Agreement.

27. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Grant Agreement is contingent upon authority granted under the laws of the state of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of the GRANTOR shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. The GRANTOR and GRANTEE understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

28. DEBARMENT OR SUSPENSION

The GRANTEE certifies that neither the GRANTEE organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., but not limited to, General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The GRANTEE further certifies that potential sub recipients, contractors, any of their principals are not debarred, suspended or proposed for debarment.

29. GOVERNING LAW

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This Agreement shall be governed by the laws of the state of Wisconsin.

30. **SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

31. **ASSIGNMENT**

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

32. **MULTIPLE ORIGINALS**

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

33. **CAPTIONS**

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

34. **SPECIAL PROVISIONS, IF APPLICABLE**

A. The following Special Provisions are required:

1. The Contract Period may vary by Profile ID. Please refer to the Contract Addendum for any Profile-specific Contract Periods that may apply.
2. Final Report Dates may be less than 90 days and are subject to change as described in the Contract Addendum.

B. Agency Providing Funding:

C. Funding Percentages: Federal: State: Other:

D. CFDA #:

E. Match Requirements: The following match language applies to grantees receiving funding under Profile IDs 159320 and 159332:

Local MCH/CYSHCN Match

Federal Maternal and Child Health regulations require the state to provide 75% match. Contracts must include match as indicated below:

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- Local organizations are required to provide local match in an amount not less than 75% of the requested grant funds. Tribal agencies, federally designated community health centers and migrant health centers are exempt from this requirement.
- Local match is the value of local agency efforts in furthering the objectives of the MCH Program. Such efforts may be in the form of program costs incurred and not borne by the grant, program income, or in-kind contributions. An organization may not claim as match any costs used to match any other federal grant, award, or contract. No federal dollars may be used for match of this grant except Title XIX and Title XX reimbursements received by the organization for services when such are used to further the objectives of the MCH Program.
- An organization may count as match any local expense which meets the qualifications outlined above and which contributes to the project. For example, the local share of staff costs pertinent to the project, and the value of supplies purchased with local funds and used in the project, may be used as match.
- An organization may also use as match any local share which meets the qualifications outlined above and which consists of effort on the organization's part to pursue the objectives of the MCH Program. For example, if an organization receives funds for a child health program, it may count as match not only the local effort which is directly pertinent to the child health program, but local effort devoted to any other relevant maternal and child health activity.

Contractees will comply with year-end program reporting requirements set by the State of Wisconsin MCH/CYSHCN Program including documentation of 75% local match (\$0.75 local contribution for every \$1.00 federal), including program income, and report through the CARS system on the DHS/DES F-80855 Expenditure Report form in the current net expense column using profile 193002. The original DHS/DES F-80855 form goes to CARS with a copy to the State MCH/CYSHCN Contract Administrator/Negotiator.

Reference: Public Health Service (PHS) Grants Policy Statement, U.S. DHHS, 4/1/94

35. This Grant Agreement becomes null and void if the time between the earlier dated signature and the latter dated signature of the GRANTEE and GRANTOR's Authorized Representatives on this Agreement, exceeds sixty (60) days inclusive of the two signature dates.

- THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. -

Scott Walker
Governor

Kitty Rhoades
Secretary



State of Wisconsin

Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
P O BOX 2659
MADISON WI 53701-2659

608-266-1251
FAX: 608-267-2832
TTY: 888-701-1253
dhs.wisconsin.gov

2014 DPH Consolidated Contract Addendum

This contract addendum is specific to DePere Department of Public Health whose principal business address is 335 South Broadway, DePere WI, 54115-2593. The contact for the GRANTEES Contract Administrator is:

Chrystal Woller
335 South Broadway
DePere WI, 54115-2593

Telephone: 920/ 339-4054
Fax: 920/ 339-2745
E-mail: cwoller@mail.de-pere.org

Section 6.D Funding Controls

Payments through June 30, 2014 are limited to 6/12th of the contract with the balance paid after July 1, 2014 based on reported costs up to the contract level. This applies only to the following Profile IDs:

Profile IDs Subject to 6/12 th Funding Controls			
Profile ID	Name	Profile ID	Name
103010	Regional Radon Information Centers	157720	Childhood Lead
151734	Oral Health Supplement	159320	MCH
151735	Oral Health Mouth Rinse	159321	Reproductive Health
152002	Reproductive Health SLOH	159327	Family Planning
152020	Family Health-Women's	181012	Tobacco Prevention & Control Program
157000	WWWP		

Payments through September 30, 2014 are limited to 9/12th of the contract with the balance paid after October 1, 2014 based on reported costs up to the contract level. This applies only to Profile ID 154710.

Section 34.A Special Provisions

1. Contract Period

The contract period for Profile 159220 is limited to January 1, 2014 through August 31, 2014. No expenses incurred after August 31, 2014 will be reimbursed. The contract period for all other Profile IDs is January 1, 2014 through December 31, 2014.

2. Final Report Dates

The due date of the final fiscal report for Profile 154710 shall be sixty (60) days after the Grant Agreement Period ending date. Expenses incurred during the Grant Agreement period on Profile 154710, but reported later than sixty (60) days after the period ending date, will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

Contract Agreement Addendum: Exhibit I

Program Quality Criteria

Generally high program quality criteria for the delivery of quality and cost-effective administration of health care programs have been, and will continue to be, required in each public health program to be operated under the terms of this contract.

This Exhibit contains only applicable quality criteria for this contract.

Contract Agreement Addendum: Exhibit I

Contract #: 24151

Agency: De Pere Department of Public Health

Contract Year: 2014

Program: Preventive Health and Health Services Block Grant
Program Quality Criteria

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
 - A) Involvement of key policymakers and the general public in the development of comprehensive public health plans.
 - B) Development and implementation of a plan to address issues related to access to high priority public health services for every member of the community.
 - C) Identification of the scientific basis (evidence base) for the intervention.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.
 - A) There are no separate sub-criterion to this Quality Criteria Category.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
 - A) There are no separate sub-criterion to this Quality Criteria Category.
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.
 - A) Provision of public information and education, and/or outreach activities focused on high-risk populations that increase awareness of disease risks, environmental health risks, and appropriate preventive activities.
 - B) Provision of public information and education and/or outreach activities should utilize strategies that have a scientific basis (best-practices) for delivery methods to assure maximum impact on the selected population.
 - C) All materials produced with PHHS Block Grant funds must include the following statement: "This publication was made possible by the PHHS Block Grant from the Centers for Disease Control and Prevention."
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.
 - A) There are no separate sub-criterion to this Quality Criteria Category.
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.
 - A) There are no separate sub-criterion to this Quality Criteria Category.
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.
 - A) Provision of written policy and program information about the current guidelines, standards, and recommendations for community and/or clinical preventive care.

Contract Agreement Addendum: Exhibit I

Contract #: 24151

Agency: De Pere Department of Public Health

Contract Year: 2014

- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided.
 - A) Program-specific data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.
 - A) There are no separate sub-criterion to this Quality Criteria Category.

Contract Agreement Addendum: Exhibit II

Program Objectives

(A) Contract Funds, Program/Objective Values, and Other Contract Details

(B) Objective Details

Contract Agreement Addendum: Exhibit II(A)

Contract #: 24151

Agency: De Pere Department of Public Health

Contract Year: 2014

Contract Source of Funds		
Source	Program	Amount
De Pere	Childhood Lead - Consolidated	\$1,962
De Pere	Immunization - Consolidated IAP	\$6,843
De Pere	Maternal Child Health - Consolidated	\$8,447
De Pere	Prevention - Consolidated	\$1,459
Contract Amount		\$18,711

Contract Match Requirements	
Program	Amount
Childhood Lead	\$0
Immunization	\$0
MCH	\$6,335
Prevention	\$0

Program Sub-Contracts		
Program	Sub-Contractee	Sub-Contract Amount
Childhood Lead	None Reported	\$0
Immunization	None Reported	\$0
MCH	None Reported	\$0
Prevention	None Reported	\$0

Attachment: 2014 Consolidated Contract (1630 : Resolution #13-152, Authorizing Division of Public Health Grant Contract Agreement #24151)

Contract Agreement Addendum: Exhibit II(A)

Contract #: 24151

Agency: De Pere Department of Public Health

Contract Year: 2014

Childhood Lead**Program Total Value \$1,962**

- | | | |
|---|---|---------|
| 1 | Throughout the 2014 contract period, residents from the jurisdiction of the De Pere Health Department will receive lead poisoning prevention and intervention services that are provided according to federal and state guidelines. | \$1,962 |
|---|---|---------|

Immunization**Program Total Value \$6,843**

- | | | |
|---|---|---------|
| 1 | By December 31, 2014, 79% children residing in the De Pere Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday. | \$6,843 |
|---|---|---------|

MCH**Program Total Value \$8,447**

- | | | |
|---|--|---------|
| 1 | By December 31, 2014, The Keeping Kids Alive Initiative will be implemented by the De Pere Health Department in collaboration with community partners. | \$8,447 |
|---|--|---------|

Prevention**Program Total Value \$1,459**

- | | | |
|---|---|---------|
| 1 | Template Objective 3 - Healthy Weight in Children and Adolescents | \$1,459 |
| | By August 31, 2014, De Pere Health Department will implement 1 evidence based strategy to promote healthy weight in children and adolescents. | |

Total of Contract Objective Values	\$18,711
Total of Contract Statement Of Work Values	\$0

Attachment: 2014 Consolidated Contract (1630 : Resolution #13-152, Authorizing Division of Public Health Grant Contract Agreement #24151)

Contract Agreement Addendum: Exhibit II(B)**Contract #:** 24151**Agency:** De Pere Department of Public Health**Contract Year:** 2014**Program:** Childhood Lead Consolidated**Objective #:** 1 of 1**Objective Value:** \$1,962**Objective: Primary Details****Objective Statement**

Throughout the 2014 contract period, residents from the jurisdiction of the De Pere Health Department will receive lead poisoning prevention and intervention services that are provided according to federal and state guidelines.

Deliverable Due Date: 01/31/2015**Contract Deliverable (Evidence)**

A report to document the extent to which assurance of each of the three follow-up components of this objective was provided, specifically: 1) the number of children with a capillary blood lead level greater than or equal to 5 micrograms per deciliter and the number who received a venous confirmation test; 2) the number of families with children with a venous blood lead level greater than or equal to 5 micrograms per deciliter and the number who received a home visit to provide information on lead poisoning prevention and treatment, and 3) the number of children with a venous blood lead level greater than or equal to 5 micrograms per deciliter and the number of environmental lead hazard investigations conducted on their primary residence and/or secondary properties, including accompanying work orders and property clearance. For evaluation purposes, those children whose families are non-responsive to outreach or moved from the jurisdiction before appropriate follow-up services could be provided can be removed from this cohort.

Programs Providing Funds for this Objective

Childhood Lead Consolidated: \$1,962

Agency Funds for this Objective:**Data Source for Measurement**

An agency-generated report.

Baseline for Measurement

As of 10/7/2013:

1) the number of children with a capillary blood lead level greater than or equal to 5 micrograms per deciliter=2 2) the number of families with children with a venous blood lead level greater than or equal to 5 micrograms per deciliter and the number who received a home visit to provide information on lead poisoning prevention and treatment=1 3) the number of children with a venous blood lead level greater than or equal to 5 micrograms per deciliter and the number of environmental lead hazard investigations conducted on their primary residence and/or secondary properties=1

Context

There is no designated value range for this objective; it is automatically accepted if the entire Childhood Lead Poisoning Prevention Program (CLPPP) allocation is \$6000 or less. If the allocation is greater than \$6000 and the agency wants to select this objective, negotiation for the value of this objective is required. This assurance objective is intended to assure that the local health department is providing a comprehensive childhood lead poisoning prevention program. For this objective, a home visit will be conducted for all children with one or more venous blood lead levels greater than or equal to 5 micrograms per deciliter. For this objective, an environmental lead hazard investigation will be conducted for all children with one or more venous blood lead levels greater than or equal to 5 micrograms per deciliter. This environmental lead hazard investigation includes a risk assessment of the property, issuance of work orders to address the identified lead hazards, and a clearance report indicating that the hazards have been controlled. The intent is to provide early environmental intervention in response to a lead poisoned child to prevent more severe lead poisoning. The environmental lead hazard investigation can include a child's primary residence and pertinent secondary properties. The procedure for the investigation is outlined in Chapter 9 of the WCLPPP Handbook for Local Health Departments (<http://www.dhs.wisconsin.gov/lead/doc/WCLPPPHandbook.pdf>, 2002), and is conducted at lower blood lead levels than required by state statute (Wis Stat 254). Also see new reference: ¿Low Level Lead Exposure Harms Children: A Renewed Call for Primary Prevention¿ (CDC Advisory Committee on Childhood Lead Poisoning Prevention, January 4, 2012, (http://www.cdc.gov/nceh/lead/ACCLPP/Final_Document_030712.pdf).

Context Continued**Input Activities****Objective: Risk Profile**

Contract Agreement Addendum: Exhibit II(B)**Contract #:** 24151**Agency:** De Pere Department of Public Health**Contract Year:** 2014**Program:** Childhood Lead Consolidated**Objective #:** 1 of 1**Objective Value:** \$1,962**Percent of Objective Accomplished**

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

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Conditions of Eligibility for an Incentive

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Contract Agreement Addendum: Exhibit II(B)

Contract #: 24151
Program: Immunization

Agency: De Pere Department of Public Health
Objective #: 1 of 1

Contract Year: 2014
Objective Value: \$6,843

Objective: Primary Details**Objective Statement**

By December 31, 2014, 79% children residing in the De Pere Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday.

Deliverable Due Date: 01/31/2015

Contract Deliverable (Evidence)

A Wisconsin Immunization Registry (WIR) generated population based standard benchmark report documenting the number of children in the De Pere Health Department jurisdiction who turned 24 months of age in 2014 contract year. Reports should be run with a 45 day buffer to ensure that all updated data has been received by the WIR. If the objective is not met, include a report of the accountability targets and the progress achieved including the activities and interventions conducted; include any barriers that may have been identified.

For your information the cohort of children for this objective is:

Date of Birth 01/01/2012- 12/31/2012

Criteria for the 2014 End of the Year Report:

The date of birth for End of Year Benchmark: 01/01/2012 to 12/31/2012

Evaluation date: 01/01/2015

Run date: 02/15/2015

Programs Providing Funds for this Objective

Immunization: \$6,843

Agency Funds for this Objective:**Data Source for Measurement**

Wisconsin Immunization Registry Records.

Baseline for Measurement

The 2012 end of year population based standard benchmark report will be used to determine the baseline for the 2014 population based objective. There is no percentage increase for 2014. Health departments need to meet or exceed the baseline percentage.

For the baseline the following parameters will be used to run the benchmark report:

Birthdate Range: 01/01/2010 thru 12/31/2010

Evaluation Date: 01/01/2013

Run Date: After: 02/15/2013

Baseline report: 79% reported covered at 24 mo of age

Context

Children will be assessed using the standard benchmark report for having 4 DTaP, 3 Polio, 1 MMR, 3 Hib 3 Hepatitis B, 1 varicella and 4 Pneumococcal Conjugate (PCV) vaccination by 24 months of age. Progress towards reaching 90% will be measured using a WIR Benchmark report. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction, you cannot remove them from your cohort.

Context Continued**Input Activities**

Contract Agreement Addendum: Exhibit II(B)

Contract #: 24151
Program: Immunization

Agency: De Pere Department of Public Health
Objective #: 1 of 1

Contract Year: 2014
Objective Value: \$6,843

The Wisconsin Immunization Program recommends the following activities to help ensure success of this objective:

- Contacting parents of infants without immunization histories
- Tracking
- Coordination of immunization services with other LHD programs
- Sharing information with area physicians
- Requesting that information is entered into the WIR.
- Reminder/recall

The Wisconsin Immunization Program requires a minimum of 3 attempts to personally contact a responsible party.

Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction you cannot remove them from your cohort.

Reminder/recall activity is not listed in a particular order and we suggest you use the method that is the most successful for your community:

- Letter
- Phone call
- Home visit
- Email
- Text message

Additional interventions/activities are in an addendum to the Immunization Program Boundary Statement. These are suggested interventions/activities that LHD's may want to consider in order to achieve this objective.

Objective: Risk Profile**Percent of Objective Accomplished**

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

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Conditions of Eligibility for an Incentive

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Contract Agreement Addendum: Exhibit II(B)**Contract #:** 24151**Agency:** De Pere Department of Public Health**Contract Year:** 2014**Program:** Maternal and Child Health Block Grant**Objective #:** 1 of 1**Objective Value:** \$8,447**Objective: Primary Details****Objective Statement**

By December 31, 2014, The Keeping Kids Alive Initiative will be implemented by the De Pere Health Department in collaboration with community partners.

Deliverable Due Date: 01/31/2015**Contract Deliverable (Evidence)**

Reporting forms are available at: <http://www.dhs.wisconsin.gov/health/mch/EarlyChildhoodSystems>]

1. A completed 2014 baseline assessment of agency core competencies by January 31, 2014, updated throughout the year and completed by marking "Final for Contract Year" by January 31, 2015.
2. Documentation of participation in the MCH/KKA Annual Conference.(Nov. 5 & 6, 2014 in Wisconsin Dells).
3. Documentation of participation in the webinar series: Data-driven Approach to Early Childhood System-building (4 sessions, 90 minutes each).
4. A completed Partnership Report for the Focus Area(s) that directly aligns with the objective.
5. A completed KKA Planning, Implementation, and Sustainability Report.

Programs Providing Funds for this Objective

Maternal and Child Health Block Grant: \$8,447

Agency Funds for this Objective:**Data Source for Measurement**

Reporting forms are available at: <http://www.dhs.wisconsin.gov/health/mch/EarlyChildhoodSystems>

1. SPHERE Report of the MCH Core Competencies.
2. MCH Conference Attendee List
3. Webinar Evaluation
4. SPHERE Partnership Report to include data from the following tab/screen: Partnership Tool. Data entry on this screen includes Partner Representation and Contribution of Partnership.
5. KKA Planning, Implementation, and Sustainability Report.
6. Data entered in the national data base.

Baseline for Measurement

Include the applicable items that were completed in 2013 for the Baseline for

Measurement:

The CDRT (Child Death Review Team) is established. The Health Department is a participating member of the review team. By the end of 2013, the team will have met 6 times. The KKA (Keeping Kids Alive) Assessment was conducted in 2013. In the current process, the Coroner's office selects the cases to be reviewed and has a trained intern entering the data into the Case Reporting System. Prevention recommendations and implementation activities are discussed now by a sub-committee and brought back to the larger group for discussion/approval. From there, recommendations will be brought to the appropriate community workgroups for implementation. Some barriers/weaknesses identified within the team include: inconsistent coordination of the team meetings/data entry. The team has been working with the KKA state contact to transition the team to transition the local health departments in taking a more active role with CDRT meetings (infrastructure) and in coordinating with the Medical Examiner's office. The medical examiner has been in office for more than 20 years. Currently, core membership is being assessed due to concerns regarding the ever increasing membership base of the CDRT. CDRT review training is scheduled for December 11th, 2013 to re-orientate members to CDRT. The training will be conducted by Children's Health Alliance.

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DPH Grants and Contracts

Contract Agreement Addendum: Exhibit II(B)**Contract #:** 24151**Agency:** De Pere Department of Public Health**Contract Year:** 2014**Program:** Maternal and Child Health Block Grant**Objective #:** 1 of 1**Objective Value:** \$8,447**Context**

Wisconsin Keeping Kids Alive Initiative Goal: To establish a sustainable, coordinated system to identify causes of all fetal, infant and child deaths, resulting in preventive strategies for community action. See <http://www.chawisconsin.org/kka.htm>

Note: preventive interventions will be implemented via the Healthiest Families Initiative.).

Local infant/child death review teams are part of public health surveillance and are critical to better understanding how and why a child died. We have statistics on how many children die and from what causes, <http://www.dhs.wisconsin.gov/health/injuryprevention>, but often know little about the circumstances leading up to the child's death. These multidisciplinary teams review and acknowledge all child deaths from a prevention standpoint.

In Wisconsin, the Division of Public Health (DPH) works with the Children's Health Alliance of Wisconsin (the Alliance) in an effort to assure all fetal, infant and child deaths have the opportunity to be reviewed with an emphasis on prevention. Current Child Death Review (CDR) teams are expected to follow the Wisconsin Model, known as Keeping Kids Alive in Wisconsin (outlined in the following manual: <http://www.chawisconsin.org/documents/CDRFinal10.13.08.pdf>). Counties will be expected to work with the Alliance and DPH to explore opportunities to review fetal and infant deaths (prior to 2015) to integrate the National Fetal and Infant Mortality Review (NFIMR) recommendations (www.nfimr.org) into their reviews.

The Fetal and Infant Mortality Review (FIMR) is an action-oriented community process that continually assesses, monitors, and works to improve service systems and community resources for women, infants, and families. Through the review of all fetal and infant deaths we can both better understand the maternal and infant health and social risk factors contributing to these deaths and identify potential protective factors. The FIMR process brings private health care providers, public health, and community service providers together with the intention of examining the current systems that support families during pregnancy, infancy, preconception and interconception.

Local Health Departments may choose this objective to:

1. Initiate a new CDR/FIMR Team in their community where one previously did not exist

(taking into consideration fetal deaths along with infant and child deaths)

2. Assess the fidelity of an existing CDR Team to the Keeping Kids Alive in Wisconsin

Model

3. Assess the ability of the community, with an existing CDR Team, to review fetal deaths
4. Implement and evaluate a plan to address issues brought forth from one of the above assessments

Communities choosing this objective are expected to follow the Keeping Kids Alive model. It is anticipated that most communities can develop and implement a new CDR/FIMR team following this model within two years. Additional time may be negotiated as deemed appropriate.

Contract Agreement Addendum: Exhibit II(B)

Contract #: 24151

Agency: De Pere Department of Public Health

Contract Year: 2014

Program: Maternal and Child Health Block Grant

Objective #: 1 of 1

Objective Value: \$8,447

Local public health departments will each participate in training and technical assistance, identification of new community partners and utilization of the Keeping Kids Alive Model.

The WI Healthiest Families Initiative will be utilized to assess the community's current prevention efforts and move review recommendations to action.

Context Continued

Required Primary Activities: Local public health departments will complete the following activities. Moving to the Wisconsin Healthiest Families objective for prevention activities may be undertaken at any time, as the community sees fit.

Improvement of a Current Team

1. Utilize the standardized tool created by the Alliance to complete an assessment of the current review teams, fidelity to the Keeping Kids Alive Model and ability to incorporate fetal death reviews into the current structure.
2. Implement and evaluate strategies to improve the death review team according to needs identified in the assessment.
3. Select the Wisconsin Healthiest Families objective to support review recommendations moving to action within your community.

Input Activities

1. Complete an initial agency assessment of MCH Core Competencies and enter in SPHERE by January 31, 2014; review at mid-year; and update in SPHERE by contract reporting deadline.
2. Participate in education to support the ongoing development of MCH Core Competencies.
3. Identify existing and new community partners, their contributions, and level of collaboration via the Partnership Tool in SPHERE.
4. Participate in training and technical assistance as well as the annual MCH Conference and the Keeping Kids Alive Summit.
5. Utilize the Keeping Kids Alive in Wisconsin model including entering data into the data collection system.
6. Participate in MCH Program evaluation efforts throughout the contract year.
7. Complete the webinar series: Data-driven Approach to Early Childhood System-building (4 sessions, 90 minutes each).
8. Implement and evaluate strategies to improve the death review team according to needs identified in the assessment.

Objective: Risk Profile

Percent of Objective Accomplished

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

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Contract Agreement Addendum: Exhibit II(B)**Contract #:** 24151**Agency:** De Pere Department of Public Health**Contract Year:** 2014**Program:** Maternal and Child Health Block Grant**Objective #:** 1 of 1**Objective Value:** \$8,447**Conditions of Eligibility for an Incentive**

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Attachment: 2014 Consolidated Contract (1630 : Resolution #13-152, Authorizing Division of Public Health Grant Contract Agreement #24151)

Contract Agreement Addendum: Exhibit II(B)**Contract #:** 24151**Agency:** De Pere Department of Public Health**Contract Year:** 2014**Program:** Preventive Health and Health Services**Objective #:** 1 of 1**Objective Value:** \$1,459

Block Grant

Objective: Primary Details**Objective Statement**

Template Objective 3 - Healthy Weight in Children and Adolescents

By August 31, 2014, De Pere Health Department will implement 1 evidence based strategy to promote healthy weight in children and adolescents.

Deliverable Due Date: 09/30/2014**Contract Deliverable (Evidence)**

A report entered into an electronic data collection tool that describes:

1. Description of strategies implemented and outcomes measured
2. Challenges or barriers to success
3. Actions to address challenges
4. Indicate and describe if Prevention funded activities were used to obtain additional funding, donations or in-kind contributions

Programs Providing Funds for this Objective

Preventive Health and Health Services Block Grant: \$1,459

Agency Funds for this Objective:**Data Source for Measurement**

Agency report to be entered into an electronic data collection tool to be provided by the WI Division of Public Health.

Baseline for Measurement

The health department has been an active member of the Live 54218 coalition since 2011. Since that time, the De Pere Health Department has assisted in the planning/implementation strategies of Farm to School and Walk/Bike to School Day promotion. As a separate initiative, Safe Routes to School has been supported also by the De Pere Health Department in collaboration with the City of De Pere Police Department.

Context

Live 54218 began as a challenge from the Green Bay Press-Gazette to its readers across Brown County - how could we think boldly about changing our community? The overwhelming response from the community was to address the growing childhood obesity epidemic. With the Green Bay Area Chamber of Commerce leading the charge, teams of community members and a broad cross-section of partners met throughout 2010 to review existing local and national programs and the evidence base to determine how to achieve our vision of making Brown County the community (including De Pere) where the healthiest kids in America are raised. De Pere Health Department has been actively involved in this initiative assisting the coalition in implementing many of the evidenced based strategies in our schools and community.

Context Continued**Input Activities**

CDC strongly encourages Preventive Health and Health Services Block Grant funds be used only on evidence based strategies, best practices or promising practices. Describe the strategies/practices to be used and identify the associated web links as available. Potential links to strategies for this objective include but are not limited to:

<http://whatworksforhealth.wisc.edu/>

<http://www.fruitsandveggiesmatter.gov/downloads/NationalActionGuide2009.pdf>

<http://www.healthypeople.gov/2020/topicsobjectives2020/ebc.aspx?topicId=29>

<http://www.dhs.wisconsin.gov/hw2020/evidence.htm>

<http://www.dhs.wisconsin.gov/physical-activity/>

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DPH Grants and Contracts

Contract Agreement Addendum: Exhibit II(B)**Contract #:** 24151**Agency:** De Pere Department of Public Health**Contract Year:** 2014**Program:** Preventive Health and Health Services**Objective #:** 1 of 1**Objective Value:** \$1,459

Block Grant

<http://www.healthypeople.gov/2020/topicsobjectives2020/obr.aspx?topicId=33>**Objective: Risk Profile****Percent of Objective Accomplished**

0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	95%	100%
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Corresponding Percentage Recoupment

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

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Conditions of Eligibility for an Incentive

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**State of Wisconsin**

Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
P O BOX 2659
MADISON WI 53701-2659608-266-1251
FAX: 608-267-2832
TTY: 888-701-1253
dhs.wisconsin.govScott Walker
GovernorKitty Rhoades
Secretary**2014 Contract Signature Pages**

This packet contains the following signature pages for your 2014 DPH Consolidated Contract:

- A. DPH BASE CONTRACT SIGNATURE PAGE
- B. CERTIFICATION REGARDING LOBBYING
- C. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Please review the 2014 DPH Base Contract posted online prior to filling out the form areas and completing the signature pages. **Two** signed originals of each of these pages must be returned to the following address:

Matt Marcum
Department of Health Services
1 W. Wilson St. RM 250
Madison, WI 53701

Scanned (e-mail to DHSGACMail@dhs.wisconsin.gov) or faxed (608-267-2832) versions of the signature pages will be accepted as temporary placeholders; however, they will not serve as a permanent substitute. Two original signed hardcopies must be mailed to the address above.

Please send any questions related to the DPH Consolidated Contract signature pages to Matthew.Marcum@dhs.wisconsin.gov.

A. DPH BASE CONTRACT SIGNATURE PAGE

Grant Agreement with Prepayments
Page 18 of 18

SIGNATORIES TO THIS AGREEMENT

GRANTEE's Authorized Representative

Date

Name

Title

Agency Name

Agency DUNS No.

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GRANTOR's Authorized Representative

Date

Sandra L. K. Breitborde, MA, MS

Administrator / Deputy Administrator, Division of Public Health

Department of Health Services

F-00765 (07/2013)

B. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

(Agency / Contractor Name)

(Title of Program)

C. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

12.02 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
 - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
 - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d) have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

(Agency / Contractor Name)

(Title of Program)

DE PERE HEALTH DEPARTMENT MEMORANDUM

TO: COMMON COUNCIL MEMBERS
MAYOR MICHAEL WALSH
LAWRENCE DELO, CITY ADMINISTRATOR

FROM: CHRYSTAL WOLLER, HEALTH OFFICER/DIRECTOR

SUBJECT: 2014 DIVISION OF PUBLIC HEALTH CONSOLIDATED CONTRACT

DATE: NOVEMBER 20, 2013

Attached you will find the grant contract for 2014 with the State of Wisconsin Division of Public Health. Contract agreement #24151 in the amount of \$18,711 is funding received from the state to support programming offered in the area of Childhood Lead, Immunization, Maternal Child Health and Prevention.

Detailed objectives for the above listed programs are included with the Contract Agreement Addendum. Please contact me with any questions.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 3, 2013

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #13-153, Authorizing Memorandum of Understanding for Local Preparedness Services among Brown County Health Department, City of De Pere Health Department and Oneida Community Health.

ATTACHMENTS:

- Reso13-153 (DOCX)
- MOU Local Preparedness DePere and Oneida 11-7-13 (PDF)
- Memo.MOU_PREPAREDNESS_2014 (PDF)

RESOLUTION #13-153

AUTHORIZING MEMORANDUM OF UNDERSTANDING FOR LOCAL PREPAREDNESS
SERVICES AMONG BROWN COUNTY HEALTH DEPARTMENT, CITY OF DE PERE
HEALTH DEPARTMENT AND ONEIDA COMMUNITY HEALTH

WHEREAS, the City of De Pere, Brown County and Oneida Nation Health Departments share a local grant funded public health preparedness coordinator and wish to document the funding mechanism for that coordinator; and;

WHEREAS, the Memorandum of Understanding setting forth the responsibilities of each agency is attached hereto and incorporated as Exhibit A; and

WHEREAS, this Memorandum has been reviewed by the Board of Health which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Memorandum of Understanding (Exhibit A) together with subsequent renewals thereof provided the terms and conditions are substantively similar.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of November, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-153 (1631 : Resolution #13-153, Approval of MOU Regarding Local Preparedness Coordinator Services)

**MEMORANDUM OF UNDERSTANDING
FOR LOCAL PREPAREDNESS COORDINATOR SERVICES
AMONG
BROWN COUNTY HEALTH DEPARTMENT,
DE PERE HEALTH DEPARTMENT AND ONEIDA COMMUNITY HEALTH**

This agreement is made and entered into on this 10th day of September, 2013 among the Brown County Health Department, with its offices located at 610 S. Broadway, Green Bay, Wisconsin, 54303, De Pere Health Department, with its offices located at 335 S. Broadway, DePere, Wisconsin 54115, and Oneida Community Health Center, with its offices located at 525 Airport Drive, Oneida, Wisconsin 54155, (collectively known as "Agencies").

The purpose of this agreement is to document the funding mechanism for sharing local grant-funded public health preparedness coordinator(s). The position(s) ensure(s) that local public health preparedness grant objectives are met and enhance(s) the preparedness capacity for communities served by the Brown County Health Department, De Pere Health Department, and Oneida Community Health Center.

Brown County Health Department Agrees to:

- Employ full-time, grant-funded coordinator(s) as determined by the three Agencies' Health Officers, whose purpose(s) is/are to develop / implement local public health preparedness programs for Brown County, the City of De Pere and Oneida tribal jurisdictions, with direction / input from the Health Officers of these jurisdictions.
- Provide supervision, office space and necessary equipment for the employee(s).
- Submit a monthly invoice to De Pere Health Department for 18% of the coordinator(s) related expenses and answering service expenses. This is based on the De Pere Health Department grant award percentage of the local preparedness allocation combined for the three Agencies.
- Submit a monthly invoice to Oneida Community Health Center for 16% of the coordinator(s) related expenses. This is based on the Oneida Community Health Center grant award percentage of the local preparedness allocation combined for the three Agencies.

Exhibit A

De Pere Health Department and Oneida Community Health Center Health Officers Agree to:

- Meet on a regular basis with the coordinator(s) to insure that the preparedness grant objectives for the jurisdictions served by the City of De Pere and Oneida Tribe are being addressed by the coordinator(s).
- Meet regularly with the Brown County Health Department Health Officer and the coordinator(s) to plan, collaborate and exchange information related to preparedness grant objectives.
- Upon receipt of the monthly invoice, pay the requested amount for salary, fringe benefits and related costs of the coordinator(s) and preparedness program in addition to any expenses incurred by the coordinator(s) for the sole benefit of the specific agency.
- Provide feedback to the staff supervisor (Brown County Health Department Director) regarding the staff performance on behalf of the De Pere Health Department and Oneida Community Health Center.

DISPUTE RESOLUTION:

- (a) Negotiation. If either party believes the other has failed to comply with the requirements of this Agreement, or if a dispute arises over the proper interpretation of any provisions of this Agreement, then either party may initiate negotiation by serving a written notice on the other identifying the specific provision or provisions of this Agreement in dispute and specifying in detail the factual basis for any alleged non-compliance and/or the interpretation of the provision of this Agreement. Within thirty (30) days of service of such notice, representatives designated by each party shall meet in an effort to resolve the dispute through negotiation.
- (b) Mediation. If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a dispute over the proper interpretation of any provision of this Agreement, the Parties may agree in writing to settle the dispute by non-binding mediation.
- (c) Arbitration. If a dispute is not resolved within ninety (90) days of service of notice as provided for in Subsection (a) above, either party may serve on the other a written demand for arbitration, and the dispute shall thereafter be resolved by arbitration which shall be conducted in conformance with the rules set forth below and such other rules as the Parties may in writing agree.
 - (i) Arbitration Panel. Each party shall appoint one arbitrator. The two party-appointed arbitrators shall then appoint a third arbitrator, and the three arbitrators shall constitute the panel.

- (ii) Cost of Arbitration. The cost of arbitration shall be borne equally by the Parties, with one-half (1/2) of the cost charged to the Tribe and one-half (1/2) of the cost charged to the County, and each shall bear its own expenses.
- (d) Limited Waiver of Immunity. The County and the Tribe specifically waive sovereign immunity and consent to suit in Brown County Circuit Court solely for the limited purposes of compelling arbitration in accordance with the provisions of this Agreement or enforcement of any arbitration award rendered pursuant to this Agreement.

INDEMNIFICATION:

Each party shall indemnify, defend and hold harmless the other (and the others' officers, managers, members, assigns, agents and employees) from and against all liabilities, injuries, damages, costs or expenses (including reasonable attorney's fees) payable or paid by the indemnified party to a third party as a result of a breach or alleged breach by the indemnifying party of its obligations under this Agreement or as a result of any negligence or claimed negligence of the indemnifying party.

NOTICES:

Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

Brown County Health Department
 Attn: Judy Friederichs, Director
 610 S. Broadway Street
 Green Bay, WI 54303
 (920) 448-6404
Friederichs_ja@co.brown.wi.us

De Pere Health Department
 Attn: Chrystal Woller, Health Officer
 335 S. Broadway
 De Pere, WI 54115
 (920) 339-4054
cwoller@mail.de-pere.org

Oneida Community Health Center
 Attn: Eric Krawczyk, Health Officer

525 Airport Drive
Oneida, WI 54155
(920) 869-4812
ekrawczy@oneidanation.org

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

AMENDMENTS:

This agreement is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this agreement.

SEVERABILITY:

The provisions of this agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the agreement.

CONSTRUCTION:

All parties have contributed to the drafting of this agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

SIGNATURE AUTHORITY:

The persons signing this agreement warrant that they have been authorized to enter into this agreement by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this agreement.

This agreement is effective upon the date of the last signature and shall remain in effect for five (5) years. Any party may terminate their participation in the agreement at any time for any reason by providing thirty (30) days advance written notice to all other parties.

This agreement may be renewed, amended or extended by written mutual agreement.

Chrystal Woller Date
De Pere Health Department Health Officer

Eric Krawczyk Date
Oneida Community Health Center Health Officer

Judy Friederichs Date
Brown County Health Department Health Officer

Troy Streckenbach Date
Brown County Executive

Most recent review: 11/13
Next review: 11/18

DE PERE HEALTH DEPARTMENT MEMORANDUM

TO: COMMON COUNCIL MEMBERS
MAYOR MICHAEL WALSH
LAWRENCE DELO, CITY ADMINISTRATOR

FROM: CHRYSTAL WOLLER, HEALTH OFFICER/DIRECTOR

SUBJECT: CONSIDERATION OF THE MOU REGARDING LOCAL
PREPAREDNESS COORDINATOR SERVICES

DATE: NOVEMBER 20, 2013

Attached you will find a copy of a revised Memorandum of Understanding from Brown County. The purpose of the agreement is to document the funding mechanism for sharing local grant-funded public health preparedness coordinator(s) between De Pere Health Department, Oneida Community Health Center and Brown County Health Department. The position assures that grant objectives are met and enhances the preparedness capacities for the communities served. Please contact me with any questions.

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

MEETING DATE: December 3, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-154, Authorizing Agreement Regarding the Sale and Option to Purchase Certain Property Adjacent to Commerce Drive Between the City of De Pere and BCD Holdings, LLC.

ATTACHMENTS:

- Reso13-154 (DOCX)
- BCD Sale, Option and Development Agreement- final 11-13-193-001-13 (DOCX)
- Exhibit A - BCD (PDF)

RESOLUTION #13-154

AUTHORIZING AGREEMENT REGARDING THE SALE AND OPTION TO
PURCHASE CERTAIN PROPERTY AJACENT TO COMMERCE DRIVE
BETWEEN THE CITY OF DE PERE AND BCD HOLDINGS, LLC

WHEREAS, BCD Holdings, LLC owns property located at 1891 Commerce Drive
(Parcel ED-344-102-4) within the City's East Industrial Park; and

WHEREAS, City owns an approximately 6.80 acre parcel of vacant land adjacent to and
southerly of such property; and

WHEREAS, BCD Holdings, LLC is interested in purchasing a 3.0 acre parcel from City
and obtaining an option to purchase an additional 3.80 acre parcel for business expansion
purposes; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District
No. 10 (TID #10) on August 13, 2012 (the "District") and adopted a Project Plan for the District
authorizing the expenditure of funds within the District (the "Project Plan"); and

WHEREAS, BCD Holdings, LLC's proposed business expansion is consistent with both
the Project Plan and the City's Comprehensive Plan and will be beneficial to the City; and

WHEREAS, BCD Holdings, LLC's ability to purchase and ready the property to
construct its business expansion facility is contingent upon City providing financial and other
assistance to BCD Holdings, LLC upon the terms set forth in the Agreement Regarding the Sale
and Option to Purchase Certain Property Adjacent to Commerce Drive Between the City of De
Pere and BCD Holdings, LLC, as is attached hereto and incorporated by reference as Exhibit 1;
and

WHEREAS, the City wishes to promote this Development; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement Regarding the Sale and Option to Purchase Certain Property Adjacent to Commerce Drive (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of December, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

AGREEMENT REGARDING THE SALE AND OPTION TO PURCHASE CERTAIN
PROPERTY ADJACENT TO COMMERCE DRIVE BETWEEN
THE CITY OF DE PERE AND BCD HOLDINGS, LLC

THIS AGREEMENT is entered into as of the _____ day of _____, 2013
between the City of De Pere, a Wisconsin municipal corporation ("City") and BCD Holdings,
LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, Developer owns property located at 1891 Commerce Drive (Parcel ED-344-
102-4) within the City's East Industrial Park; and

WHEREAS, City owns an approximately 6.80 acre parcel of vacant land adjacent to and
southerly of such property; and

WHEREAS, Developer is interested in purchasing a 3.0 acre parcel from City and
obtaining an option to purchase an additional 3.80 acre parcel for business expansion purposes;
and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District
No. 10 (TID #10) on August 13, 2012 (the "District") and adopted a Project Plan for the District
authorizing the expenditure of funds within the District (the "Project Plan"); and

WHEREAS, Developer's proposed business expansion is consistent with both the Project
Plan and the City's Comprehensive Plan and will be beneficial to the City; and

WHEREAS, the Developer's ability to purchase and ready the property to construct its
business expansion facility is contingent upon City providing financial and other assistance to
Developer upon the terms set forth in this Agreement; and

WHEREAS, the City wishes to promote this Development, finding it in the public
interest to provide the incentives contained herein to Developer.

AGREEMENTS

In consideration of the Recitals and the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I SALE OF FEE PARCEL

Developer agrees to purchase, and City agrees to sell, the approximate 3.0 acre parcel of real estate legally described as:

Lot 1, Volume 59 Certified Survey Maps, page 32, Brown County Map No. 8384, in the City of De Pere, East side of Fox River, Brown County, Wisconsin.

as shown on the Certified Survey Map attached as Exhibit A and identified thereon as the “Fee Parcel.”

A. Purchase Price. The purchase price for the Fee Parcel shall be twenty-five thousand dollars (\$25,000) per acre, for a total purchase price of seventy-five thousand dollars (\$75,000).

B. Municipal Improvements and Utilities. City shall construct and pay for the extension of Commerce Drive as shown on Exhibit A, including concrete roadway, curb, gutter and the extension of public water, sanitary sewer and storm sewer facilities in connection therewith in accordance with City’s standard construction specifications. It is estimated that extending these Commerce Drive improvements to the benefit of the Fee Parcel will cost approximately \$161,400 and that, if City were to assess Developer for its share of those improvements on a per foot basis, Developer’s share of these costs would be approximately \$80,700. However, City agrees to assume these costs as part of a Developer’s incentive under TID #10 and shall not assess Developer for those costs. It is understood between the parties

however that if Developer needs to extend any of the public infrastructure improvements from their accessible points on Commerce Drive onto the Fee Parcel, those costs shall be Developer's sole responsibility.

C. Earnest Money. City acknowledges the receipt of earnest money from Developer in the amount of \$1,000. Such earnest money shall be credited against the purchase price upon closing on the Fee Parcel property. Should the Developer fail to close on the purchase of the property for any reason not attributable to the non-occurrence of a condition precedent to closing as set forth in in Article I.C below or other action of the City, the earnest money shall be forfeited to the City as its sole remedy.

D. Closing Procedure. Closing shall take place on or before _____, 2013 at De Pere City Hall unless the parties otherwise agree in writing. The following shall 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:

1. Evidence of Title/Title Defects. City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least seven (7) days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall cause, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

2. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers of real property in the State of Wisconsin, including the cost of the title insurance as provided herein.
3. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:
 - (a) Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.
 - (b) Easements of record provided the same do not restrict or interfere with the intended use of the property.
 - (c) Obligations contained in this Agreement.
4. Access Prior to Closing. City shall permit Developer access to the Fee Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any 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 paragraph is intended to include all costs of defense, including reasonable attorney fees.

ARTICLE II OPTION TO PURCHASE

A. In consideration of and contingent upon, the yearly payment of \$1,900 (\$500 per acre) ("Option Fee"), commencing the date of this Agreement and on the anniversary thereof or the following three (3) years, City grants Developer a forty-eight (48) month option to purchase the approximate 3.80 acre parcel shown as Lot 2 on Exhibit A and identified thereon as the "Option Parcel". Payment of the initial Option Fee shall be made at the closing of the Fee Parcel.

B. Option Period. During the forty-eight (48) 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. The forty-eight (48) month Option shall expire on _____.
(insert date)
Failure of Developer to exercise its option in accordance with Article II.D below, on or before said date shall result in the option expiring.

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

E. 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, not including construction or earth moving activities, as may be deemed reasonable by Developer. 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. This hold harmless provision is intended to include all costs of defense, including reasonable attorney fees.

F. Purchase Price. The purchase price for the Option Parcel shall be \$25,000 per acre plus any fraction thereof for an estimated purchase price of \$95,000 (3.8 acres x \$25,000/acre), less all Option Fees paid on or attributable to the Option Parcel. The purchase price for the Option Parcel is not intended and does not include the cost of extending the Commerce Drive improvements to the Option Parcel unless otherwise agreed in writing between the parties.

G. Survival. The warranties, representations, covenants and agreements of and made by City covering Evidence of Title (Article I.D.1), Closing Costs (Article I.D.2), Conveyance of Title (Article I.D.3), Access Prior to Closing (Article I.D.5), and Environmental Warranties and Indemnities (Article III), are likewise made with respect to the Option Parcel. Further, the obligations found in Continuing Obligations (Articles V.A, B and C) shall likewise apply to the Option Parcel.

ARTICLE III ENVIRONMENTAL WARRANTIES AND INDEMNITIES

City has made a good faith inquiry into the environmental condition of the Fee and Option Parcels, including the procurement of a Phase I Environmental Assessment which assessment has been forwarded to Developer for review. City makes the following representations based on City's present knowledge after such reasonable inquiry as to the condition of the property.

A. Pending Environmental Law Litigation. City has not violated, is not violating, and has not been threatened with or received notice or charge 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 thereof. The City has no reason to believe that any asbestos, urea-formaldehyde, or polychlorinated biphenyl is present at or under the Fee and Option Parcel.

B. Disposal of Substances. City has not disposed of any substances in any manner on the Fee or Option Parcels which may form the basis for any present or future claim based upon current environmental laws of any demand or action seeking 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 Fee and/or Option Parcels. City has not used the Fee or 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 Fee and Option Parcel nor does City have any reason to believe that any third party has so used the Fee and 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 Fee or Option Parcel by City or its agents or employees. City does not believe that any such tanks existed on or under the Fee or Option Parcel at any time in the past. At no time during City’s ownership or use of the Fee and Option Parcel have “hazardous substances” (as defined under CERCLA) or “hazardous waste” (as defined under RCRA), or “petroleum based substances” (as defined in 40 CFR, Section 280.12) been spilled, leaked, discarded, or otherwise deposited on any of the Fee and Option Parcel. City has no reason to believe that such spill, leak, discharge, or deposit occurred prior to City’s ownership or use of the Fee and 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. Extent of Representations. Other than the matters disclosed in the Phase I Environmental Assessment and the representations of this section, City makes no representations in regard to the environmental condition of the Fee and Option Parcels.

ARTICLE IV DEVELOPER OBLIGATIONS

A. Site Plan. Developer has submitted to City a site plan (“the Site Plan”) of Developer’s contemplated improvements, 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 subject for City’s review.

Developer shall construct all improvements in substantial compliance with the Site Plan and any reasonable conditions imposed thereon at the discretion of the City on the Site Plan.

B. Developer to Substantially Improve. Developer agrees to proceed with and diligently take all steps necessary to and proceed with the development of the Property and construction of the Building, including the following:

1. Obtaining state approved construction plans for the Building and commencing construction thereon as soon as possible in accordance with City regulations;
2. Follow the design, site and landscape plan as approved by the Plan Commission; and
3. Complete construction of the Building and obtain an occupancy permit therefore on or before January 1, 2015.

C. Failure to Substantially Improve. The following shall apply should Developer fail to comply with Article IV.B:

1. City may, by certified mail, inform Developer of City's determination that Developer has failed to comply with Article IV.B. If after sixty (60) days of mailing of such notice, Developer has still not substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property less any real property taxes due or liens or judgments of record. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon.
2. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

3. Repurchase Closing. Closing for repurchase as contemplated in Article IV.C.1 above, shall occur not less than sixty (60) days from the date of termination of the notice referred to in Article IV.C.1, above, 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.

D. Value of Developer Improvements. The 2013 assessed value of ED-344-102-4 is \$1,802,100. Developer warrants and guarantees that the value of the new improvements together with the value of the existing structure and the Property (collectively “the Facility”), as of January 1, 2015 will be \$2,802,100 (“the Guaranteed Value”). This guarantee and warrantee of value shall cease upon termination of the District.

E. Property Valuation. The Facility shall be assessed by the State of Wisconsin Department of Revenue in accordance with the real estate valuation requirements for similar industrial properties under Wis. Stats. §70.995.

F. Project Grant. In addition to the Municipal Improvements and Utilities identified in Article I.B above, the City shall make a grant (“Project Grant”) in the amount of \$200,000 to Developer to defray the costs of the development, thereby allowing Developer to proceed with this business expansion. This Project Grant is based upon the \$2,802,100 Guaranteed Value of the Facility as of January 1, 2015. The Project Grant shall be payable to Developer as follows:

1. \$100,000 payable not more than 15 calendar days after approval of the footings and foundation construction by the Building Inspector.
2. \$100,000 payable not more than 15 calendar days following the issuance of a certificate of occupancy for the improvements.

G. Payment in Lieu of Tax. Developer, for itself and its successors and assigns, agrees that, should the assessed value be less than the Guaranteed Value of \$2,802,100, it will make a payment in lieu of tax to City (the “Deficit Payment”) equal to the difference in taxes to be collected due to the shortfall in the assessed value. Such Deficit Payment shall be determined as follows:

1. The amount of the Deficit Payment shall be determined by subtracting the assessed value from \$2,802,100. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the east side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.
2. If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.
3. The Deficit Payment obligation shall expire upon the termination of the District.

ARTICLE V CONTINUING OBLIGATIONS

A. Developer, for itself and its successor and assigns, agrees to and obligates itself to repay the Project Grant it receives from City should it fail to complete construction of the Development in accordance with the approved site plan on or before January 1, 2015, unless otherwise agreed by the parties in writing. Upon repayment in full of such Project Grant, plus interest at the statutory rate from the date the Project Grant was made to the date repaid, the obligations found in this section shall become null and void.

B. Developer hereby agrees that it shall not, without the prior written consent of the City, sell or lease any portion of the Facility to an entity whereby such sale or lease would cause such portion of the same to become exempt from real estate taxation. This obligation, as well as

the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees that it will place a restriction in any deed or bill of sale conveying the Facility during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause same or any portion thereof to become tax exempt. Should the Facility nevertheless become tax exempt during the existence of TID #10, Developer, for itself and its successors and assigns, hereby agrees to make the Deficit Payment as set forth in Article IV.G above.

C. Should the Facility become tax exempt following the closure of TID #10, Developer, for itself and its successors and assigns, agrees that an annual payment in lieu of tax shall be made by the then owner of the Facility. Such payment in lieu of taxes shall be determined for any given year that the Facility are exempt from taxation by multiplying the value of the facility determined under Chapter 70, Wisconsin Statutes as if the property were subject to tax of January 1 of such year by the mil-rate for the east side of the City, using the following formula:

Calculation and Payment After Tax Incremental District #10 Closed.

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

Subject property valuation X City tax rate (east side) / \$1000 assessed value

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

- (c) Failure of property owner to make its payment in lieu of tax to the City Clerk-Treasurer on or before November 15th of the year so calculated shall result in the amount due being placed upon the property as a special charge under Wis. Stats. §66.0627.

**ARTICLE VI
GENERAL**

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

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

If to Developer: Paul Piikkila
BCD Holdings, LLC
1891 Commerce Drive
De Pere, WI 54115

BCD Holdings, LLC Agreement
Page 13 of 17

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

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

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

E. This Agreement, or a memorandum hereof, shall be recorded by the City in the Office of the Register of Deeds for Brown County.

ARTICLE VII DEFAULTS AND REMEDIES

A. 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.

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

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

unavailable materials or breach of contracts by contractors or subcontractors, the parties agree to grant a sufficient extension to permit such procurement.

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

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

ARTICLE VIII MISCELLANEOUS

A. Obligations to Run with the Land. The obligations contained in Articles IV and V herein shall run with the land and are binding on all subsequent owners of the Fee Parcel and/or Option Parcel as applicable.

B. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Articles 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 Article, 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.

BCD HOLDINGS, LLC
By:

State of Wisconsin)
 : SS
Brown County)

Howard Bedford, Managing Member

This instrument was acknowledged before me
on the _____ day of _____, 2013,
by Howard Bedford as Managing Member of
BCD Holdings, LLC.

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

CITY OF DE PERE
BY:

State of Wisconsin)
 : SS
Brown County)

Michael J. Walsh, Mayor

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

Shana L. Defnet, Clerk-Treasurer

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

Drafted by Judith Schmidt-Lehman

H:\dupont\Agreements\2013\BCD Sale, Option and Development Agreement- final 11-13-193-001-13.docx



Sheet One of Three
Project No.: D-12212
Drawing No.: L-8228

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 3, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Review options for former bridge approach site.

ATTACHMENTS:

- Bridge approach WisDOT property acquisition CC update (PDF)
- Bridge approach DOT row map (PDF)

CITY OF DE PERE

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



December 3, 2013

To: Mayor and Members of the Common Council

From: Judy Schmidt-Lehman, City Attorney
Ken Pabich, Planning Director

Re: Update on WisDOT Property (northerly ½ of former Bridge Approach)

On April 19th and August 6th, staff provided an update of the work on the WisDOT property known as the former bridge approach property. A map of the area is attached.

At the August meeting, the City was working with WisDOT to obtain final answers to the following Council identified concerns:

1. **Possible Archeological Disclosure:**

Task completed. The property has been cleared by the State Historical Society from any archeological disclosure that would need to be included on the property as an easement. Given this information and the lack of any substantial changes with the original appraisal, WisDOT has stated the existing appraisal is valid.

2. **Procedure manual** (or section) which defines the different types of uses that could be considered for the site. (ie transportation use and public use).

Task completed. See attached.

3. **Procedure manual** (or section) which defines the process if part of the site or entire site converted from a public use to a private use.

Task completed. The WisDOT response is that if the property is not used for a public purpose anymore, the WisDOT would have the City get an appraisal and negotiate a deal at that time.

4. **WisDOT attendance at Council meeting:**

The City is requesting that a WisDOT representative attend a Council meeting that can answer questions related to the sale and specifically be able to answer questions on transportation and public use.

Attachment: Bridge approach WisDOT property acquisition CC update (1634 : Review options for former bridge approach site.)

Request completed. WisDOT did not want to attend the meeting since the information has been provided to the City.

Now that the City has the necessary information from WisDOT, the Council can determine how it wishes to move forward in acquiring the state owned bridge approach property. Those options are:

1. Acquiring the property for transportation use;
2. Acquiring the property for Public Use
3. Allowing property to be sold by private bid/auction

Those options are more fully explained below.

Acquiring the property for transportation use

WisDOT may transfer this property to the City for less than the appraised value (no cost) if the city has public transportation use for the property. As the attachment makes clear, the transportation use must directly support multi-modal means of transportation or its infrastructure. Trails are usually not considered transportation related.

If the Council is interested in purchasing the property for transportation purposes, it would need to provide WisDOT with a plan identifying the proposed transportation use. The City would also need to agree to a *permanent* restriction on the property limiting the future use of the property for the purpose identified.

Acquiring the property for public use

WisDOT may transfer this property to the City for the appraised value (\$79,000) without seeking private bids if the City wishes to acquire the property for public use. The procedure for acquiring the property this way is:

1. The city must provide WisDOT with a plan identifying the proposed public use and the acreage involved in the public use;
2. WisDOT must determine that the public use would benefit a cross-section of the population; and
3. The city's purchase is not "... for the generation of profit either through the sale price or its long-term intended public use."

If the Council is interested in purchasing the property outright from WisDOT for \$79,000, it would need to provide WisDOT with a plan identifying the proposed public use and they await WisDOT's determination of cross-population benefit and no profit motive. The statute is silent on whether this transfer includes a restriction on public use; however WisDOT has indicated it would.

Allowing property to be sold by private bid/auction

If the Council decides it does not wish to commit to any prospective use of the WisDOT property, it should decline the WisDOT offer to sell the property to the city. WisDOT would then sell the property on a competitive basis, either by private sealed bid or by public auction. The winning bidder would take title to the property without either a transportation or public use restriction.

This item is on for discussion at the December 3, 2013 meeting to determine the direction the Council wishes to take with this property. A Resolution setting forth that decision will then be drafted by staff and presented at the December 17, 2013 Council meeting for final action.

If you have any questions, please feel free to contact Judy or Ken at your convenience.

Question #2: Public Use Documentation

Public Use: (WisDOT definition)

Departmental policy defines private sale for public use as one in which 1) the land is being conveyed to a public entity, not for profit; 2) it benefits a significant group of people (a cross section of the population, not benefiting a specific special interest group); 3) it is not to be purchased for profit by another entity (public or private), with profit not to be generated either through the sale price or its long term intended public use; 4) the land is conveyed contingent upon the public use identified and ownership remains in the name of the public entity to preserve all of the above conditions.

Almost always, the state's justification for finding mutual benefits is due to creating a public benefit to the state of Wisconsin, such as making the land available for public use, providing the public entity can document said use. A benefit in some form can be gained for the general public by privately selling to another agency. Although it may not be completely in the form of cash, the mutual benefits must be enumerated to show an equal benefit to both agencies.

If the public use designated is not transportation related, the lands shall be sold at fair market value to the governmental agency or municipality requesting the parcel which demonstrates the ability to use them to their greatest potential. Such agencies shall be offered first right to purchase these lands for fair market value, per s. 84.09(5), Wis. Stats.

Real Estate Program Manual Chapter Six: Property Management / 6.5

6.5.9.2.2 Private Sale for Transportation-Related Use

WisDOT recognizes there are situations when surplus lands are located in areas where they may be of primary interest to other governmental agencies or municipalities for transportation-related uses. For purposes of this sub-section, transportation and its related uses are those that directly support multi-modal means of transportation and their infrastructure, such as:

- Airport facilities.
- Bus stations.
- Light rail facilities.
- Local streets and highways.
- Park and ride lots.

Trails are generally considered recreational or park-related (non-transportation) unless it can be shown that they will be used for commuting or to decrease bike traffic and improve traffic safety on an existing highway. If, under its right of first refusal, a county, municipality or local school district expresses an interest in acquiring a general marketable parcel for a transportation-related use, WisDOT may offer it at less than appraised value if the requesting public body can provide a plan clearly identifying its proposed transportation-related use. Requests will be processed in the same manner as those for non-transportation related public uses, define above. The requirement of an appraisal will be at the discretion of DTSD/BTS-RE management. However, final sale approval authority is based on the parcel's appraised or estimated value. The instrument transferring ownership must include standard restrictive clauses, including provisions limiting use of the property to the transportation use identified.

Statutes on Public Use Sale 84.09

1. Subject to any prior action under s. [13.48 \(14\) \(am\)](#) or [16.848 \(1\)](#), prior to conducting a public sale on a generally marketable surplus land parcel under par. (b), the department shall contact the county, municipality, and the local school district where the land parcel is located and the department of natural resources to solicit interest in acquiring the parcel for public use. Upon notification from the department, the county, municipality, local school district, and department of natural resources must respond to the department, stating their interest in the land for public use, within 60 days. Failure to respond within 60 days constitutes noninterest in the land parcel.

2. Except as provided in subd. [2m.](#) and subject to any prior action under s. [13.48 \(14\) \(am\)](#) or [16.848 \(1\)](#), if a county, a municipality, a local school district, or the department of natural resources expresses interest in acquiring the land for public use, the department shall offer the county, municipality, local school district, or department of natural resources the property at its appraised value if all of the following are true:

a. The county, municipality, local school district, or department of natural resources provides a plan to the department identifying the proposed public use for the land parcel and the acreage involved in the public use.

b. The public use would benefit a cross-section of the population.

c. The land parcel will not be purchased for the generation of profit either through the sale price or its long-term intended public use.

2m. If a county, municipality, or a local school district expresses interest in acquiring the land for public use related to transportation or infrastructure, the department may, subject to any prior action under s. [13.48 \(14\) \(am\)](#) or [16.848 \(1\)](#), offer the county, municipality, or the local school district the property, for less than the appraised value of the property, if all of the following are true:

a. The county, municipality, or local school district provides a plan to the department identifying the proposed use of the property for transportation or infrastructure purposes.

b. The county, municipality, or local school district agrees to a permanent restriction on the use of the land for the purpose identified.

3. If the conditions of subd. [2.](#) are met, the department shall transfer ownership of the land parcel to the county, municipality, local school district, or department of natural resources upon receipt of the appraised value of the land parcel. If the conditions of subd. [2m.](#) are met, the department shall transfer ownership of the land parcel to the county, municipality, or local school district upon receipt of the agreed purchase price of the land parcel. Ownership of the land parcel shall be transferred contingent upon the public use identified under subd. [2.](#), and shall remain in the ownership of the public entity preserving the public use.

Legend

- Parcels
- Approximation of Lots 6 and 7.



Attachment: Bridge approach DOT row map (1634 : Review options for former bridge approach site.)

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

MEETING DATE: December 3, 2013
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 12-3-13 VOUCHERS (PDF)

11/26/2013 12:10 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04176 DEC 2013 COUNCIL - 1 12-3-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1280	AAA SANITATION INC							
	I-605277	AAA SANITATION INC	R	12/03/2013		58.71CR	069895	
	I-605278	AAA SANITATION INC	R	12/03/2013		8.39CR	069895	67.10
6426	ACL							
	I-201310-0	ACL	R	12/03/2013		147.40CR	069896	147.40
6258	AERTS, STEPHANIE							
	I-201311252785	AERTS, STEPHANIE	R	12/03/2013		14.00CR	069897	14.00
0302	AIRGAS USA LLC							
	I-9913997429	AIRGAS USA LLC	R	12/03/2013		126.33CR	069898	
	I-9913997430	AIRGAS USA LLC	R	12/03/2013		159.48CR	069898	
	I-9913997431	AIRGAS USA LLC	R	12/03/2013		407.36CR	069898	693.17
0438	ALLIED EQUIPMENT INC							
	I-I22551	ALLIED EQUIPMENT INC	R	12/03/2013		360.69CR	069899	360.69
6841	ARGONICS							
	I-218166	ARGONICS	R	12/03/2013		103.82CR	069900	103.82
5604	AURORA BAYCARE MED CTR LLC							
	I-KK136	AURORA BAYCARE MED CTR LLC	R	12/03/2013		9.46CR	069901	9.46
0020	BADGERLAND PRINTING INC							
	I-22711	BADGERLAND PRINTING INC	R	12/03/2013		37.95CR	069902	
	I-22717	BADGERLAND PRINTING INC	R	12/03/2013		93.60CR	069902	131.55
0309	BAHCALL RUBBER COMPANY INC							
	I-635471-001	BAHCALL RUBBER COMPANY INC	R	12/03/2013		1,134.24CR	069903	1,134.24
0023	BATTERIES PLUS LLC							
	C-501-410094	BATTERIES PLUS LLC	R	12/03/2013		41.28	069904	
	I-501-235191-01	BATTERIES PLUS LLC	R	12/03/2013		44.64CR	069904	
	I-501-235283-01	BATTERIES PLUS LLC	R	12/03/2013		74.00CR	069904	
	I-501-411860	BATTERIES PLUS LLC	R	12/03/2013		399.00CR	069904	
	I-501-411937	BATTERIES PLUS LLC	R	12/03/2013		84.50CR	069904	560.86
0027	BAY TOWEL INC							
	I-1718697	BAY TOWEL INC	R	12/03/2013		122.83CR	069905	
	I-1720058	BAY TOWEL INC	R	12/03/2013		36.40CR	069905	
	I-1720059	BAY TOWEL INC	R	12/03/2013		50.42CR	069905	
	I-1723272	BAY TOWEL INC	R	12/03/2013		36.40CR	069905	
	I-1723274	BAY TOWEL INC	R	12/03/2013		20.91CR	069905	
	I-172373	BAY TOWEL INC	R	12/03/2013		56.53CR	069905	
	I-1725153	BAY TOWEL INC	R	12/03/2013		80.90CR	069905	404.39

Attachment: 12-3-13 VOUCHERS (1633 : Voucher Approval.)

11/26/2013 12:10 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 04176 DEC 2013 COUNCIL - 1 12-3-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0025	BAYCOM INC							
	I-81979	BAYCOM INC	R	12/03/2013		92.00CR	069906	92.00
0649	BRAUER SUPPLY & EQUIPMENT							
	I-20131111	BRAUER SUPPLY & EQUIPMENT	R	12/03/2013		41.93CR	069907	41.93
6751	BRIDGEPORT MFG. INC.							
	I-27369-00	BRIDGEPORT MFG. INC.	R	12/03/2013		353.92CR	069908	
	I-27977-00	BRIDGEPORT MFG. INC.	R	12/03/2013		235.97CR	069908	
	I-27997-00	BRIDGEPORT MFG. INC.	R	12/03/2013		2,100.85CR	069908	2,690.74
0790	BROWN COUNTY CLERK							
	I-201311252786	BROWN COUNTY CLERK	R	12/03/2013		2,613.50CR	069909	2,613.50
0888	BROWN COUNTY HEALTH DEPT							
	I-2013-062	BROWN COUNTY HEALTH DEPT	R	12/03/2013		1,815.12CR	069910	1,815.12
2944	BROWN COUNTY JAIL							
	I-201311252787	BROWN COUNTY JAIL	R	12/03/2013		320.00CR	069911	320.00
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-5133122	BRUCE MUNICIPAL EQUIPMENT INC	R	12/03/2013		552.93CR	069912	552.93
6724	CARAHSOFT TECHNOLOGY CORP							
	I-IN150803	CARAHSOFT TECHNOLOGY CORP	R	12/03/2013		950.00CR	069913	950.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-176742	CARQUEST AUTO PARTS LLC	R	12/03/2013		45.70CR	069914	45.70
0536	CDW GOVERNMENT INC							
	I-GX73068	CDW GOVERNMENT INC	R	12/03/2013		569.01CR	069915	569.01
2708	CLEANING SOLUTION SERVICES INC							
	I-05-8527	CLEANING SOLUTION SERVICES INC	R	12/03/2013		1,261.85CR	069916	1,261.85
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-1013DEPER	CONSOLIDATED UTILITY SERVICES	R	12/03/2013		354.00CR	069917	354.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-201311252788	COUNTRY VISIONS COOPERATIVE	R	12/03/2013		10.53CR	069918	
	I-201311252789	COUNTRY VISIONS COOPERATIVE	R	12/03/2013		4.58CR	069918	
	I-201311252790	COUNTRY VISIONS COOPERATIVE	R	12/03/2013		4.58CR	069918	19.69

Attachment: 12-3-13 VOUCHERS (1633 : Voucher Approval.)

11/26/2013 12:10 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 04176 DEC 2013 COUNCIL - 1 12-3-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0063	DAANEN & JANSSEN INC							
	I-134956	DAANEN & JANSSEN INC	R	12/03/2013		700.00CR	069919	700.00
2077	DE PERE EXHAUST							
	I-32137	DE PERE EXHAUST	R	12/03/2013		136.07CR	069920	136.07
0075	DIGGERS HOTLINE INC							
	I-131 0 36402	DIGGERS HOTLINE INC	R	12/03/2013		40.02CR	069921	40.02
6858	DRP REPAIR LLC							
	I-2458	DRP REPAIR LLC	R	12/03/2013		503.88CR	069922	503.88
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1600993	EMERGENCY MEDICAL PRODUCTS INC	R	12/03/2013		698.20CR	069923	698.20
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201311252791	EMS MEDICAL BILLING ASSOC LLC	R	12/03/2013		1,392.20CR	069924	1,392.20
0091	FASTENAL COMPANY							
	I-WIGRE282244	FASTENAL COMPANY	R	12/03/2013		19.19CR	069925	19.19
2839	FAULKS BROS CONSTRUCTION INC							
	I-199412	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		680.98CR	069926	
	I-199413	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		673.84CR	069926	
	I-199414	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		654.80CR	069926	
	I-199415	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		662.24CR	069926	
	I-199416	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		693.18CR	069926	
	I-199417	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		662.24CR	069926	
	I-199418	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		661.64CR	069926	
	I-199419	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		669.38CR	069926	
	I-199420	FAULKS BROS CONSTRUCTION	R	12/03/2013		667.59CR	069926	
	I-199421	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		663.13CR	069926	
	I-199422	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		672.05CR	069926	
	I-199423	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		687.82CR	069926	
	I-199424	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		690.20CR	069926	
	I-199425	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		672.65CR	069926	
	I-199426	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		696.45CR	069926	
	I-199427	FAULKS BROS CONSTRUCTION INC	R	12/03/2013		663.43CR	069926	10,771.62
VOID	VOID CHECK		V	12/03/2013			069927	**VOID**
0092	FEAKER & SONS CO INC							
	I-13-12 (1)	FEAKER & SONS CO INC	R	12/03/2013		117,520.99CR	069928	117,520.99

Attachment: 12-3-13 VOUCHERS (1633 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2196001-00	FIRST SUPPLY GREEN BAY LLC	R	12/03/2013		16.20CR	069929	
	I-2197878-00	FIRST SUPPLY GREEN BAY LLC	R	12/03/2013		108.40CR	069929	
	I-2207823-00	FIRST SUPPLY GREEN BAY LLC	R	12/03/2013		68.90CR	069929	193.50
0835	FOSTER COACH SALES INC							
	I-7266	FOSTER COACH SALES INC	R	12/03/2013		68.70CR	069930	68.70
1383	ED GERSEK INC							
	I-13-22 (1)	ED GERSEK INC	R	12/03/2013		135,482.92CR	069931	135,482.92
3521	HD SUPPLY WATERWORKS LTD							
	I-B731649	HD SUPPLY WATERWORKS LTD	R	12/03/2013		27,680.00CR	069932	27,680.00
0912	HEID MUSIC CO							
	I-1132693	HEID MUSIC CO	R	12/03/2013		48.00CR	069933	48.00
6589	HSBS EWD							
	I-30020005	HSBS EWD	R	12/03/2013		46.50CR	069934	46.50
5484	HYDRO DESIGNS INC							
	I-30687-IN	HYDRO DESIGNS INC	R	12/03/2013		1,819.00CR	069935	1,819.00
3468	ID-ACCESS							
	I-961	ID-ACCESS	R	12/03/2013		60.00CR	069936	60.00
1399	INDOFF INC							
	I-2361498	INDOFF INC	R	12/03/2013		24.98CR	069937	
	I-2366011	INDOFF INC	R	12/03/2013		324.32CR	069937	
	I-2368171	INDOFF INC	R	12/03/2013		8.42CR	069937	
	I-2368269	INDOFF INC	R	12/03/2013		75.46CR	069937	
	I-2369126	INDOFF INC	R	12/03/2013		300.88CR	069937	
	I-2371181	INDOFF INC	R	12/03/2013		116.55CR	069937	
	I-2374046	INDOFF INC	R	12/03/2013		127.46CR	069937	
	I-2374047	INDOFF INC	R	12/03/2013		78.14CR	069937	1,056.21
5801	INDUSTRIAL CONTROLS DIST LLC							
	I-6269368	INDUSTRIAL CONTROLS DIST LLC	R	12/03/2013		99.16CR	069938	99.16
1276	JX ENTERPRISES INC							
	C-D-233100060	JX ENTERPRISES INC	R	12/03/2013		85.00	069939	
	C-D-233160093	JX ENTERPRISES INC	R	12/03/2013		154.93	069939	
	I-D-233080058	JX ENTERPRISES INC	R	12/03/2013		179.58CR	069939	
	I-D-233090064	JX ENTERPRISES INC	R	12/03/2013		189.33CR	069939	
	I-D-233090075	JX ENTERPRISES INC	R	12/03/2013		130.00CR	069939	
	I-D-233100073	JX ENTERPRISES INC	R	12/03/2013		46.42CR	069939	
	I-D-233150013	JX ENTERPRISES INC	R	12/03/2013		48.24CR	069939	
	I-D-233160117	JX ENTERPRISES INC	R	12/03/2013		156.13CR	069939	
	I-D-233170040	JX ENTERPRISES INC	R	12/03/2013		5.20CR	069939	
	I-D-233240050	JX ENTERPRISES INC	R	12/03/2013		48.35CR	069939	
	I-D-233240131	JX ENTERPRISES INC	R	12/03/2013		50.47CR	069939	
	I-D-233250072	JX ENTERPRISES INC	R	12/03/2013		5.49CR	069939	619.28

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VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0156	LAWSON PRODUCTS INC							
	I-9302040723	LAWSON PRODUCTS INC	R	12/03/2013		333.83CR	069940	
	I-9302049177	LAWSON PRODUCTS INC	R	12/03/2013		54.44CR	069940	388.27
1	LEALIOU, RONALD							
	I-201311262792	RETAL CANCEL	R	12/03/2013		65.00CR	069941	65.00
3632	LIBERTY MUTUAL INS CO							
	I-11405165	LIBERTY MUTUAL INS CO	R	12/03/2013		51,227.35CR	069942	51,227.35
1578	LYNN PEAHEY COMPANY							
	I-281922	LYNN PEAHEY COMPANY	R	12/03/2013		57.75CR	069943	57.75
4254	MEACHAM NURSERY							
	I-IV13-3178	MEACHAM NURSERY	R	12/03/2013		3,123.00CR	069944	3,123.00
0173	MENARDS INC							
	I-29757	MENARDS INC	R	12/03/2013		19.98CR	069945	
	I-30560	MENARDS INC	R	12/03/2013		541.60CR	069945	
	I-30750	MENARDS INC	R	12/03/2013		39.47CR	069945	
	I-30825	MENARDS INC	R	12/03/2013		54.95CR	069945	
	I-30867	MENARDS INC	R	12/03/2013		60.32CR	069945	716.32
5818	MIDWEST WORKWEAR							
	I-45687	MIDWEST WORKWEAR	R	12/03/2013		79.96CR	069946	79.96
3143	ELLEN MOORE							
	I-201311262793	ELLEN MOORE	R	12/03/2013		331.27CR	069947	331.27
4679	NEWSC							
	I-931	NEWSC	R	12/03/2013		2,000.00CR	069948	2,000.00
0531	NORTHEAST AUTO PARTS INC							
	C-284579	NORTHEAST AUTO PARTS INC	R	12/03/2013		120.00	069949	
	I-284359	NORTHEAST AUTO PARTS INC	R	12/03/2013		11.70CR	069949	
	I-284370	NORTHEAST AUTO PARTS INC	R	12/03/2013		86.95CR	069949	
	I-284397	NORTHEAST AUTO PARTS INC	R	12/03/2013		39.90CR	069949	
	I-284402	NORTHEAST AUTO PARTS INC	R	12/03/2013		15.24CR	069949	
	I-284562	NORTHEAST AUTO PARTS INC	R	12/03/2013		48.48CR	069949	
	I-284900	NORTHEAST AUTO PARTS INC	R	12/03/2013		65.56CR	069949	147.83
3250	NORTHERN LAKE SERVICE							
	I-245300	NORTHERN LAKE SERVICE	R	12/03/2013		560.00CR	069950	560.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1160	OFFICEMAX INC							
	I-627993	OFFICEMAX INC	R	12/03/2013		298.60CR	069951	298.60
0499	PACK AND SHIP LLC							
	I-201311262794	PACK AND SHIP LLC	R	12/03/2013		17.49CR	069952	
	I-201311262795	PACK AND SHIP LLC	R	12/03/2013		25.55CR	069952	43.04
0197	PACKER CITY INTERNATIONAL INC							
	C-1-231540191	PACKER CITY INTERNATIONAL INC	R	12/03/2013		1,434.81	069953	
	C-1-232410032	PACKER CITY INTERNATIONAL INC	R	12/03/2013		22.50	069953	
	I-1-231540045	PACKER CITY INTERNATIONAL INC	R	12/03/2013		101.25CR	069953	
	I-1-231550066	PACKER CITY INTERNATIONAL INC	R	12/03/2013		24.72CR	069953	
	I-1-231760077	PACKER CITY INTERNATIONAL INC	R	12/03/2013		501.62CR	069953	
	I-1-232400101	PACKER CITY INTERNATIONAL INC	R	12/03/2013		4.17CR	069953	
	I-1-232410029	PACKER CITY INTERNATIONAL INC	R	12/03/2013		158.40CR	069953	
	I-1-232560049	PACKER CITY INTERNATIONAL INC	R	12/03/2013		263.12CR	069953	
	I-1-232800039	PACKER CITY INTERNATIONAL INC	R	12/03/2013		220.79CR	069953	
	I-1-233110129	PACKER CITY INTERNATIONAL INC	R	12/03/2013		296.53CR	069953	113.29
0208	POMP'S TIRE SERVICE INC							
	I-1010013848	POMP'S TIRE SERVICE INC	R	12/03/2013		1,367.96CR	069954	
	I-1010013849	POMP'S TIRE SERVICE INC	R	12/03/2013		840.46CR	069954	
	I-90011472	POMP'S TIRE SERVICE INC	R	12/03/2013		426.35CR	069954	
	I-90011574	POMP'S TIRE SERVICE INC	R	12/03/2013		379.10CR	069954	
	I-90011611	POMP'S TIRE SERVICE INC	R	12/03/2013		29.95CR	069954	
	I-90011873	POMP'S TIRE SERVICE INC	R	12/03/2013		651.76CR	069954	3,695.58
1701	PRAXAIR DISTRIBUTION INC							
	I-47703938	PRAXAIR DISTRIBUTION INC	R	12/03/2013		80.00CR	069955	
	I-47740811	PRAXAIR DISTRIBUTION INC	R	12/03/2013		4.26CR	069955	84.26
0395	PRO ONE JANITORIAL INC							
	I-85780	PRO ONE JANITORIAL INC	R	12/03/2013		992.18CR	069956	
	I-86495	PRO ONE JANITORIAL INC	R	12/03/2013		992.18CR	069956	1,984.36
6429	PSS WORLD MEDICAL INC							
	I-93129628	PSS WORLD MEDICAL INC	R	12/03/2013		171.99CR	069957	171.99
0227	REINDERS INC							
	I-1464590-00	REINDERS INC	R	12/03/2013		1,103.82CR	069958	
	I-1464590-01	REINDERS INC	R	12/03/2013		251.84CR	069958	1,355.66

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VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
6498	REVOLUTION DANCEWEAR							
	I-SI-1111155	REVOLUTION DANCEWEAR	R	12/03/2013		2,982.79CR	069959	2,982.79
5632	RW MANAGEMENT GROUP INC							
	I-1113-631	RW MANAGEMENT GROUP INC	R	12/03/2013		9,000.00CR	069960	9,000.00
0235	SAINT VINCENT HOSPITAL							
	I-36367	SAINT VINCENT HOSPITAL	R	12/03/2013		20.56CR	069961	20.56
6141	SHARPER EDGE LANDSCAPING LLC							
	I-31979	SHARPER EDGE LANDSCAPING LLC	R	12/03/2013		90.00CR	069962	90.00
0255	STELLPFLUG LAW SC							
	I-406-03M (1)	STELLPFLUG LAW SC	R	12/03/2013		1,150.00CR	069963	1,150.00
6041	SURVEYMONKEY.COM LLC							
	I-20000	SURVEYMONKEY.COM LLC	R	12/03/2013		200.00CR	069964	200.00
1903	TECHNOLOGY ARCHITECTS INC							
	I-D20130444	TECHNOLOGY ARCHITECTS INC	R	12/03/2013		497.03CR	069965	497.03
4842	THOMSON REUTERS							
	I-828419378	THOMSON REUTERS	R	12/03/2013		379.68CR	069966	379.68
0417	TWEET GAROT MECHANICAL INC							
	I-185512	TWEET GAROT MECHANICAL INC	R	12/03/2013		409.00CR	069967	409.00
0272	UNIFORM SHOPPE INC							
	I-225396	UNIFORM SHOPPE INC	R	12/03/2013		58.95CR	069968	
	I-225554	UNIFORM SHOPPE INC	R	12/03/2013		363.75CR	069968	
	I-225680	UNIFORM SHOPPE INC	R	12/03/2013		68.90CR	069968	
	I-225956	UNIFORM SHOPPE INC	R	12/03/2013		328.70CR	069968	
	I-226128	UNIFORM SHOPPE INC	R	12/03/2013		8.95CR	069968	
	I-226129	UNIFORM SHOPPE INC	R	12/03/2013		103.90CR	069968	
	I-226130	UNIFORM SHOPPE INC	R	12/03/2013		48.90CR	069968	982.05
0274	VALLEY POPCORN CO INC.							
	I-142221	VALLEY POPCORN CO INC.	R	12/03/2013		539.68CR	069969	539.68
5892	VONBRIESEN & ROPER SC							
	I-8911	VONBRIESEN & ROPER SC	R	12/03/2013		7,869.00CR	069970	7,869.00

Attachment: 12-3-13 VOUCHERS (1633 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5539	VORPAHL FIRE & SAFETY CORP							
	I-215125241	VORPAHL FIRE & SAFETY CORP	R	12/03/2013		70.52CR	069971	70.52
6093	WALT'S PETROLEUM SERVICE INC							
	C-61972	WALT'S PETROLEUM SERVICE INC	R	12/03/2013		816.00	069972	
	I-61771	WALT'S PETROLEUM SERVICE INC	R	12/03/2013		1,625.76CR	069972	809.76
0282	WESCO DISTRIBUTION INC							
	I-488741	WESCO DISTRIBUTION INC	R	12/03/2013		65.35CR	069973	
	I-503129	WESCO DISTRIBUTION INC	R	12/03/2013		46.88CR	069973	112.23
0751	KURT WEYERS							
	I-201311262796	KURT WEYERS	R	12/03/2013		4,034.84CR	069974	4,034.84
6657	WHYTE HIRSCHBOECK S. C.							
	I-542703	WHYTE HIRSCHBOECK S. C.	R	12/03/2013		383.84CR	069975	383.84
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201311262797	WI DEPT OF JUSTICE TIME MADI	R	12/03/2013		84.00CR	069976	84.00
1181	WI PARK AND RECREATION ASSOC							
	I-230-14	WI PARK AND RECREATION ASSOC	R	12/03/2013		125.00CR	069977	
	I-231-14	WI PARK AND RECREATION ASSOC	R	12/03/2013		125.00CR	069977	
	I-232-14	WI PARK AND RECREATION ASSOC	R	12/03/2013		125.00CR	069977	375.00
6860	WITMER PUBLIC SAFETY GROUP							
	I-1508067	WITMER PUBLIC SAFETY GROUP	R	12/03/2013		259.00CR	069978	
	I-1508067.001	WITMER PUBLIC SAFETY GROUP	R	12/03/2013		462.00CR	069978	
	I-1508067.002	WITMER PUBLIC SAFETY GROUP	R	12/03/2013		574.00CR	069978	1,295.00
6811	CHRYSTAL WOLLER							
	I-201311262798	CHRYSTAL WOLLER	R	12/03/2013		87.45CR	069979	87.45
1836	DIANE YASHINSKY							
	I-201311262799	DIANE YASHINSKY	R	12/03/2013		116.39CR	069980	116.39

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	85	0.00	411,840.94	411,840.94
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	86	0.00	411,840.94	411,840.94

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 12-3-13 VOUCHERS (1633 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	12/2013	108,792.82CR
201	12/2013	14,505.07CR
208	12/2013	394.02CR
209	12/2013	569.01CR
405	12/2013	263,775.53CR
601	12/2013	18,496.52CR
650	12/2013	5,307.97CR
=====		
ALL		411,840.94CR

Attachment: 12-3-13 VOUCHERS (1633 : Voucher Approval.)

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

MEETING DATE: December 3, 2013
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications

ATTACHMENTS:

- 12-03-13 Operator License List (PDF)

CITY OF DE PERE - DECEMBER 3, 2013

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
PREVIOUSLY TABLED OPERATOR LICENSE APPLICATIONS					
1	TREPANIER, KRISTIN N.	1187 OREGAN ST.	GREEN BAY	WI	54303
OPERATOR LICENSE APPLICATIONS FOR THE 2012-2014 LICENSING PERIOD					
1	BERO, MISTY M.	1410 S. NORWOOD AVE.	GREEN BAY	WI	54304
2	KREBSBACH, EMILY M.	892 WAVERLY PL.	GREEN BAY	WI	54304
3	LIBASSI, SAVANNAH	2682 ALLOUEZ AVE.	GREEN BAY	WI	54311
4	STROOBANTS, JULIE A.	1326 CHICAGO ST.	GREEN BAY	WI	54301
5	YOUNG, LONDON S.	3079 CORNELIUS CT.	GREEN BAY	WI	54311