



Common Council

335 South Broadway

Regular Meeting

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

Agenda

Tuesday, January 20, 2015

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **January 20, 2015** 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 January 6, 2015 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the License Committee for Change of Agent submitted by DJ Convenience, LLC.
6. Recommendation from the Finance/Personnel Committee to approve funding for emergency repair to heating unit for MSC Water Room.
7. Ordinance #15-03 (Formerly Ordinance #14-18), Rezoning Certain Property (Parcels WD-52, WD-59 and Part of WD-60) (Tabled at 12-16-14 Council meeting) (second reading).
8. Ordinance #15-04, Amending §146-8 De Pere Municipal Code Regarding Lot Line Noise Regulation (second reading).
9. Ordinance #15-05, Amending §106-6 De Pere Municipal Code Regarding Special Variance Permit for Noise Ordinance Exceedance (second reading).
10. Ordinance #15-06, Annexing Territory to the City of De Pere, Wisconsin (Parcel D-69-2).
11. Ordinance #15-07, Amending Aldermanic District and Ward Designations Resulting from Territory Added to City.
12. Resolution #15-06, Authorizing Auditing Services Agreement Between the City of De Pere and Schenck S.C.
13. Resolution #15-07, Authorizing Design Services Agreement Between the City of De Pere and Jones Sign Co., Inc. (City Sign Design - Highway 41).
14. Resolution #15-08, Authorizing Agreement for Planning Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Area Development Plan).
15. Resolution #15-09, Authorizing Event Proposal of Willems Marketing & Events, Inc. for Summer Music Series Event.

16. Resolution #15-10, Authorizing Agreement for Professional Services Between the City of De Pere and Building Automation Technologies, Inc. (HVAC Digital Control System - City Hall).
17. Resolution #15-11, Authorizing Agreement Between the Board of Regents of the University of Wisconsin System on Behalf of the University of Wisconsin Oshkosh and the City of De Pere Health Department for the Conduct of a Clinical Education.
18. Resolution #15-12, Authorizing, Amendment, Assignment, and Consent to Assignment of Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Roth Road).
19. Resolution #15-13, Authorizing Promissory Note with Trailside Development II, LLC and Keith Garot.
20. Resolution #15-14, Authorizing Facade Improvement Grant to Beilke, LLC (125 South Broadway Street).
21. Resolution #15-15, Regarding Continuation of Police Department Drug Disposal Program and Authorizing Solicitation of Donations for Funding of the Same.
22. Resolution #15-16, Accepting Park Property Donation from the Unified School District of De Pere.
23. Voucher Approval.
24. Operator License Applications.
25. Future agenda items.
26. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons

Mayor

City Administrator

Department Heads

TV, Newspaper & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

DANIEL C. VANDEYACHT, DJ CONVENIENCE

Konecny, Schenck

Vanden Avond, Willems Marketing

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: January 20, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the January 6, 2015 Common Council Meeting.

ATTACHMENTS:

- 1-06-2015 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, January 6, 2015

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on January 6, 2015 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag. At this time, the Mayor announced Boy Scouts Nick Demoulin and Jake Dorsch and asked them to lead the Pledge of Allegiance.
3. Approval of the Minutes of the December 16, 2014 Common Council Meeting.

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

4. Public comment upon matters not on the agenda or other announcements. At this time, Chrystal Woller, the City Health Department Director, came forward to introduce our new City Sanitarian Dale Schmidt.
5. Recommendation from the Board of Park Commissioners to consider the Old Bridge Approach location to become part of the De Pere Park System.

Aldersperson Crevier moved, seconded by Aldersperson Raasch to open the meeting. Upon vote, motion carried unanimously. Jennifer Johnson came forward and spoke in support of the recommendation. Ruth Ann Reynen came forward and spoke in support of the recommendation. Aldersperson Crevier moved, seconded by Aldersperson Raasch to close the meeting. Upon vote, motion carried unanimously.

Discussion followed regarding the designation of the location to the park system. City Attorney Judy Schmidt-Lehman explained that a resolution will come forward at the next Council meeting to designate the property as part of the De Pere Park System.

Attachment: 1-06-2015 Common Council Minutes (3036 : Approval of the Minutes of the January 6, 2015 Common Council Meeting.)

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

6. Recommendation from the Board of Park Commissioners to accept a \$260 donation from De Pere Area Men's Club to Recreation Scholarship Program.

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

7. Recommendation from the License Committee to Approve an Application for Change of Agent for the Landing Bar & Grill, LLC.

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

8. Recommendation from the Plan Commission to approve the CSM Application for a single lot and single outlot CSM in the City of De Pere on Heritage Road. Applicant: City of De Pere.

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

- A. Resolution #15-02, Authorizing Transfer of Property to Flex, LLC.

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

9. Ordinance #15-01 (Formerly Ordinance #14-19), Repealing and Recreating Chapter 106 De Pere Municipal Code Regarding Licenses and Permits and Related Ordinance Revisions (Second Reading).

RESULT:	ADOPTED [6 TO 1]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Crevier, Donovan, Lueck, Raasch, Rafferty
NAYS:	Jim Kneiszel
EXCUSED:	James Boyd

10. Ordinance #15-02, Amending §106-6(a)(2)B De Pere Municipal Code Regarding Sidewalk Cafe Permits.

The Council discussed the ordinance with Health Director Chrystal Woller. She explained that the ordinance prohibits smoking in outdoor cafes unless the business owner establishes a part of the outdoor cafe as a smoking area. Discussion followed.

RESULT:	DEFEATED [3 TO 4]
MOVER:	Jim Kneiszel, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Michael Donovan, Jim Kneiszel, Larry Lueck
NAYS:	Kevin Bauer, Scott Crevier, Dean Raasch, Lisa Rafferty
EXCUSED:	James Boyd

11. Ordinance #15-03 (Formerly Ordinance #14-18), Rezoning Certain Property (Parcels WD-52, WD-59 and Part of WD-60) (Tabled at 12-16-14 Council meeting).

Alderperson Donovan moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously. Bryan Vander Bloomen addressed the Council and asked if the City would be willing to work with him on addressing the noise from bands. Discussion followed. Kevin McDonell, Vice President of CommonWealth, discussed the building plans with the Council. Alderperson Raasch moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously. Discussion followed. Upon vote on the ordinance, motion carried 6-1 with Alderperson Bauer voting nay. A second reading of the ordinance is required.

RESULT:	SECOND READING REQUIRED [6 TO 1]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty
NAYS:	Kevin Bauer
EXCUSED:	James Boyd

12. Ordinance #15-04, Amending §146-8 De Pere Municipal Code Regarding Lot Line Noise Regulation. (The Mayor moved items 12, 13, and 14 before item 11 on the agenda.)

City Sanitarian Dale Schmit addressed questions from the Council regarding outdoor noise and decibel levels. Discussion followed. Upon vote on the ordinance, motion carried 6-1 with Alderperson Bauer voting nay. A second reading of the ordinance is required.

RESULT: SECOND READING REQUIRED [6 TO 1]
MOVER: Larry Lueck, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty
NAYS: Kevin Bauer
EXCUSED: James Boyd

13. Ordinance #15-05, Amending §106-6 De Pere Municipal Code Regarding Special Variance Permit for Noise Ordinance Exceedance.

Upon vote on the ordinance, motion carried 5-2 with Alderpersons Bauer and Raasch voting nay. A second reading of the ordinance is required.

RESULT: SECOND READING REQUIRED [5 TO 2]
MOVER: Dean Raasch, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Crevier, Donovan, Kneiszel, Lueck, Rafferty
NAYS: Kevin Bauer, Dean Raasch
EXCUSED: James Boyd

14. Resolution #15-01, Setting Fee for Special Variance Permit for Noise Ordinance Exceedance.

RESULT: ADOPTED [6 TO 1]
MOVER: Larry Lueck, Alderperson
SECONDER: Jim Kneiszel, Alderperson
AYES: Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty
NAYS: Kevin Bauer
EXCUSED: James Boyd

15. Resolution #15-03, Authorizing Mutual Release Agreement Between the City of De Pere and the West De Pere School District (Southwest Park Six Acre Parcel).

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

16. Resolution #15-04, Authorizing Agreement for Consultant Services Between the City of De Pere and Ayres Associates Inc (Dog Park Wetland Permit).

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

17. Resolution #15-05, Authorizing Street Name Change (Renkins Court to Renkens Court).

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

18. Voucher Approval.

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

19. Operator License Applications.

CITY OF DE PERE - JANUARY 6, 2015					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	ARTERBURN, KATIE E.	4220 OAKDALE	SUAMICO	WI	54313
2	JACOBSON, DOUGLAS L.	1358 LAWE ST.	GREEN BAY	WI	54302
3	LARSON, BRIANNA C.	1427 RUSK ST.	DE PERE	WI	54115
4	PUES, SAMANTHA J.	W7051 WILLOW RD.	SHIOCTON	WI	54170
Referred Back to License Committee by Common Council					
1	WETTEMANN, COURTNEY	1171 GRANT ST.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	BAETEN, AMY J.	862 SUBURBAN DR.	DE PERE	WI	54115
2	BENZ, BROOKE E.	330 14TH AVE.	GREEN BAY	WI	54303
3	DONHAM, BOBBI JO	1626 WINDSOR DR., APT. 3	GREEN BAY	WI	54302
4	FALKNER, JACKLYN M.	1371 PONDERESA AVE.	GREEN BAY	WI	54313
5	GAUTHIER, EMILY K.	2245 SWANSTONE CIR.	DE PERE	WI	54115
6	JACKSON, JILLAIN N.	810 4TH ST.	DE PERE	WI	54115
7	LEE, ANNTONIA R.	1945 TERRY LN.	DE PERE	WI	54115
8	LICHTTENEGGER, DEREK A.	2074 EAST VISTA CIR.	DE PERE	WI	54115
9	LIBERTY, WILLIAM F.	642 1/2 GRANT ST.	DE PERE	WI	54115
10	MALY, SANDRA L.	5412 CHURCH ST.	NEW FRANKEN	WI	54229
11	MICHELL, VICTORIA L.	2761 HUMBOLDT RD.	GREEN BAY	WI	54311
12	REINCE, CLARISSA M.	2681 HUMBOLDT RD.	GREEN BAY	WI	54311
13	SHAW, CHRISTIE L.	233 N. BROADWAY ST.	DE PERE	WI	54115

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

Alderperson Bauer moved, seconded by Alderperson Raasch to approve Operator License Application for Courtney Wettemann. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Raasch to table Operator License Applications #1, 3, and 4 and to approve Operator License Applications #2 and 5-13. Upon vote, motion carried unanimously.

20. Future agenda items. None.

21. Adjournment. Alderperson Crevier moved, seconded by Alderperson Rafferty to close the meeting at 9:12 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

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

MEETING DATE: January 20, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee for Change of Agent
submitted by DJ Convenience, LLC.

ATTACHMENTS:

- 01-20-15 DJ Convenience Application (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 14 ;
ending June 30 20 15TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } Del Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

Daniel C. Vandeyacht DJ Convenience, 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>Daniel C. Vandeyacht</u>	<u>N1836 Dale St</u>	<u>Krakauna WI 54130</u>
Vice President/Member	<u>Elizabeth A. Vandeyacht</u>	<u>VP 1463 Sunset Beach Rd</u>	<u>Suamico WI 53173</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Daniel C. Vandeyacht</u>		
Directors/Managers			

3. Trade Name
- DJ Convenience
- Business Phone Number
- 920 338 8886

4. Address of Premises
- 1605 Fort Howard Ave Suite A
- 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 WI and date 07/01/2000 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.) Convenience Store, Cooler, Display area, Gas Station
10. Legal description (omit if street address is given above): Beer Cave & Storage area
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? DJ Convenience
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 2nd day of January, 20 15

(Clerk/Notary Public)

My commission expires May 31, 2015

Daniel C. Vandeyacht
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Elizabeth A. Vandeyacht
(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>1-2-15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk + Deputy Clerk
Date license granted	Date license issued	License number issued	

Class A Beer License for 2 Stores in Kaakana, WI

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Finance/Personnel Committee to approve funding for emergency repair to heating unit for MSC Water Room.

During our preventative maintenance of our HVAC, the air handling unit in the Water Room of the MSC was locked out due to its condition. The unit is approximately 33 years old, and was recommended from our contractor to replace versus repairing. Due to its age, the unit has several parts that were no longer made. We were able to obtain three quotes, however needed to move forward with the purchase (prior to Finance Approval) due to the need for heating the building space with the winter temperatures.

We were able to receive three bids with the low bid coming from Robinson Heating and Cooling for \$7661.

ATTACHMENTS:

- 20141217074017794 (PDF)

1740 Eisenhower Drive
P.O. Box 5905
De Pere, WI 54115-5905
920 490 3394 [main]
920 617 3309 [fax]
www.robinsonheatingcooling.com



PRICE QUOTATION

QUOTE#14-12-10JG-1

December 10, 2014

FOR: City of De Pere

ATTN: Marty Kosobucki

JOB: Garage MUA

SCOPE OF WORK: Replace MUA with New Unit

We are pleased to quote on the following Equipment.

Base Bid:

YOUR COST (TAX INCLUDED) :\$7,661.00

1. Remove Existing Reznor MUA Duct Heater and Fan and dispose of units off-site.
2. Furnish and install (1) Gas Indirect Fired MUA Heater.
3. Furnish and install (1) Necessary Gas Connection, (1) New Regulator, and (1) New Shut off Valve.
4. Furnish and install Necessary Duct Modifications for the new heater.
5. Furnish and install New Vent (roofing by others and not included in this price quote)
6. Tie into existing controls, any new control work is not covered in this proposal at this time.

Options:

1. None at this time

NOTES:

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

MEETING DATE: January 20, 2015

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Ordinance #15-03 (Formerly Ordinance #14-18), Rezoning Certain Property (Parcels WD-52, WD-59 and Part of WD-60) (Tabled at 12-16-14 Council meeting) (second reading).

ATTACHMENTS:

- Ord15-03 (DOCX)
- Ord15-03 - Addendum A (PDF)
- PC_Staff_Memo_Commonwealth (PDF)
- CommonWealth_Rezone (PDF)

ORDINANCE #15-03
(Formerly Ordinance #14-18)

REZONING CERTAIN PROPERTY
(Parcels WD-52, WD-59 and Part of WD-60)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 16th day of December, 2014 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property, located at 1703 Ft. Howard Ave.:

Parcel WD-52

Assessor's Plat of West De Pere, that part of Lot 94 lying East of railroad right-of way, now in the City of De Pere, west side of Fox River.

Parcel WD-59

Assessor's Plat of West De Pere, Parcel E of the subdivision of Lot 97, except the southerly 397 ft. West of W.P.S right-of-way and except the W.P.S. right-of way-and except the property described in 615 Records 20, now in the City of De Pere, west side of Fox River.

Parcel WD-60 (part of)

Assessor's Plat of West De Pere, the southerly 397 feet westerly of the W.P.S. right-of-way of parcel E of the subdivision of lot 97, except 660 Records 464, Brown County Register of Deeds and except Lot 1, 10 Certified Survey Maps Page 133 in J4900-39, excluding the South West corner of WD-60 with dimensions of 100 feet by 208.7 feet as identified in the attached Addendum A.

Ordinance #15-03

Page 2 of 2

be and the same are, subject to the contingencies set forth in Section 2 below, hereby rezoned from the present zoning classification of I-3, General Industrial District to I-3, General Industrial District with a Planned Development District (PDD) Overlay, as set forth in and regulated by the provisions of §14-59 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. Such rezoning is specifically contingent on and shall only become effective upon the recording of a Certified Survey Map detaching the South West corner of WD-60 with dimensions of 100 feet by 208.7 feet from Parcel WD-60 and attaching the same to Parcel WD-65.

Section 3. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 4. That all other ordinances in conflict herewith are hereby repealed.

Section 5. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

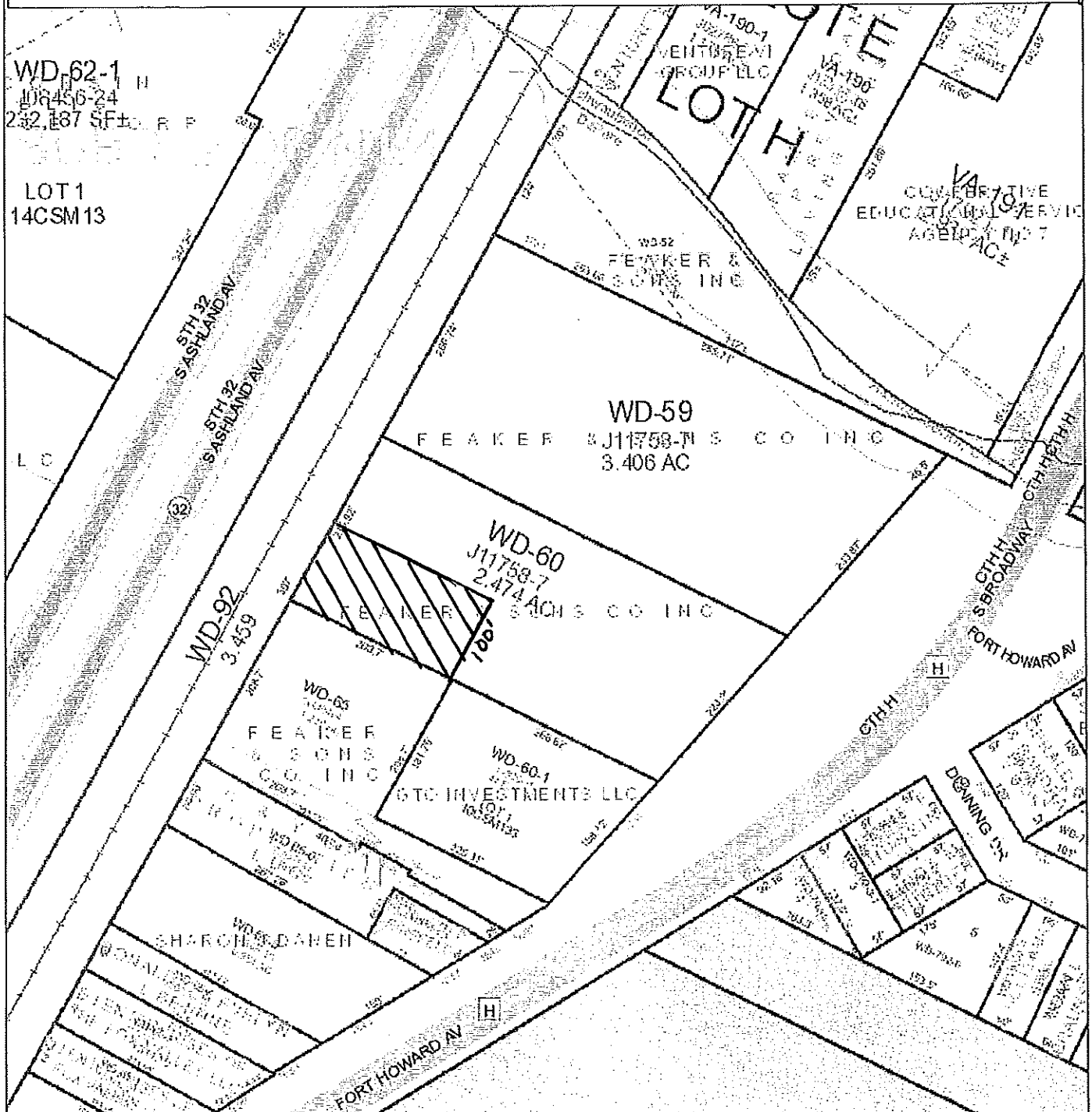
Ayes:_____

Nays:_____

Attachment: Ord15-03 (3010 : Ordinance #15-03 (Formerly Ord #14-18), Rezoning Certain Property)

<Title>

Addendum "A"



Map provided by the Brown County Planning & Land Services Department - Land Information Office (LIO)

A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

10/16/2014
Scale 1:1800

Item #5: Review the Rezoning Application to rezone WD-52, WD-59 and part of WD-60 from General Industrial (I-3) to Residence District with a Planned Development District Overlay (R-3 PDD). Applicant: Commonwealth Development.*

Description: The current parcel is undeveloped and is used by the current owner for outdoor storage. The proposed project is to redevelop the site with a multi-family complex which would cover parcels WD-52, WD-59 and part of WD-60. A CSM would be completed as part of the Precise Development Plan.

Location: 1703 Fort Howard Ave.

Zoning

Existing Zoning: The I-3 General Industrial District is designed to accommodate those heavy industrial activities which, by their character, should be relatively remote from residential and business development.

Proposed Zoning: The purpose of the Planned Development District is to promote the maximum benefit from coordinated area site planning, diversified location of structures, mixed compatible uses, provide for a safe and efficient system of pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and ensure adequate planning.

Adjacent Zoning: Office to the north (Ashwaubenon), B-2 to the south, I-3 to the west (across Ashland Ave), R-1 and R-2 to the east.

Land Use

Current use: Vacant.

Use of Adjacent Property: Uses are consistent with the zoning.

Suitability to Existing Zoning: There is a general mix of zoning in the area. A high I-3 use would be considered incompatible from the staff perspective.

Suitability to Proposed Zoning: The requested use would be compatible with the residential uses to the east. The rail and river provides a buffer from uses to the west and north. Existing commercial to the south is in transition.

Effects of Proposed Rezoning

Densities:	Change	Utilities:	Change	Police and Fire:	Change
Traffic:	Increase	Pedestrian:	Increase	Parking:	Provided on site
Highway Access:	NA	Garbage:	Increase	Property Value:	Increase
Pollution:	No change	Schools:	Increase		

General Development Plan Review

The project would combine several parcels and develop a 62 unit apartment complex. The density would be 4,335 sq ft per unit which is above our minimum which is 3,500 sq ft per unit. (Please see the attached project summary).

Public Works

Sanitary Sewer

1. The City of De Pere has an 8" diameter sanitary sewer along the east side of Fort Howard Avenue that is approximately 9 feet deep. The Green Bay Metropolitan Sewerage District interceptor sewer traverses along the south side of Ashwaubenon Creek through WD-52 and WD-59. This is a large diameter pipe (48") with depth in excess of 30 feet.

Water Main

2. An 8" diameter water main is located on the east side of Fort Howard Avenue. Calculations would need to be done to determine if this pipe could supply the demand and meet fire flow requirements for this development. A loop may be needed.

Storm Water Management

1. This site would need to comply with City of De Pere and WDNR NR151 regulations for storm water management.

Traffic/Vehicle Access:

1. None

Other:

1. All utility connections to be made within the street right of way will require a street excavation permit.
2. Curb cut permits are required for new driveways.

Forestry & Parks

Required Actions:

1. Landscape plan would be part of the Precise Implementation Plan.

Fire

Required Actions:

1. Fire will want to review building drawings for fire safety.
2. Driveways need to support access for emergency vehicles. The turning radius on the general plan does not seem to support emergency vehicles.

Planning & Building Inspection

Required Actions:

1. For the Precise Implementation Plan, staff would recommend that additional screening (fence / berm) be provided along the south property line.
2. The Plan Commission should provide some initial guidance on the expectation of the materials used for the elevations. Please note, Commonwealth will provide a summary at the meeting of what will be proposed for elevations.

Recommendation:

Based on staff review, we would recommend that the rezoning be approved and that the General Development Plan and rezoning request be forwarded to Council for the required public hearing.

	CITY OF DE PERE APPLICATION FOR REZONING	Fee: \$ 260.00
		Receipt #: _____
		Date: 11/5/2014

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Commonwealth Development Corp.	Authorized Representative Louie A. Lange III	Title President	
Mailing Address 54 E. First Street	City Fond du Lac	State WI	ZIP Code 54935
Email Address k.mcdonell@commonwealthco.net	Phone Number (incl. area code) 920-922-8170	Fax Number (incl. area code) 920-922-8171	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) Feaker & Sons Co Inc	Contact Person Dan Feaker	Title Owner	
Mailing Address 1669 Fort Howard Ave	City De Pere	State WI	ZIP Code 54115
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 1703 Fort Howard Ave, De Pere, WI 54115	Parcel Number(s): WD-52, WD-59, & Part of WD-60
--	--

SECTION 4: Proposed Rezoning Use

Existing Zoning:	I-3		
Proposed Zoning:	PDD		
Adjacent Zoning: North N/A	Adjacent Zoning: South B-2	Adjacent Zoning: West Hwy 41 Dist-B & I-3	Adjacent Zoning: East R-2 & R-1
Present Use of Parcel	Construction Equipment Storage		
Proposed Use of Parcel	Multifamily Housing		

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) Kevin McDonnell	Title VP of Development	Phone Number (920) 922-8170
Signature of Applicant 		Date Signed 11/13/14

Attached additional sheets if necessary.



November 12, 2014

City of De Pere
Attention; Ken Pabich
335 S. Broadway
De Pere, WI 54115

Dear Mr. Pabich,

Commonwealth is requesting to rezone a 6.17 acre parcel that consists of parcel #'s WD-52, WD-59, and approximately 2 acres of WD-60. The request is to rezone the property from an I-3 District to a Planned Development District. We have the parcel under contract and are proposing to develop 62 apartment units for families in De Pere. In addition to the apartment units our proposal includes a management office, fitness center, and community space for the tenants to enjoy. The proposal includes a 3-story midrise building with at-grade parking on the first floor, and three additional townhouse style buildings. An additional garage building will ensure each unit has a designated private garage. The 2-story townhouses will have individual entrances with attached garages for each unit.

We believe our project is a very appropriate use for the parcels that have been under-utilized for many years. Allowing for multifamily on the site will provide for a smooth transition from the single-family homes to the commercial uses that are adjacent to the property, while providing scenic views of the Ashwaubenon Creek for our tenants. Positioning the townhouse buildings surrounding the 3-story midrise will provide a smooth transition, which will enhance the look and feel of the corridor running along Fort Howard Avenue, while providing the type of high-quality apartments the community demands.

Steps away from the Ashwaubomay Memorial River Park, the Brown County Fair Grounds and the Ashwaubenon Creek, tenants will have a number of recreational activities at their doorstep. In addition, the property is located within minutes of the vibrant downtown and many of the largest employers in the area. Providing a housing option at this location will create a beneficial link between the nearby jobs and commercial uses, while also providing tenants access to many of the great amenities that the area has to offer. We are excited for the opportunity to work with the City of De Pere and look forward to having an opportunity to present our proposal in further detail.

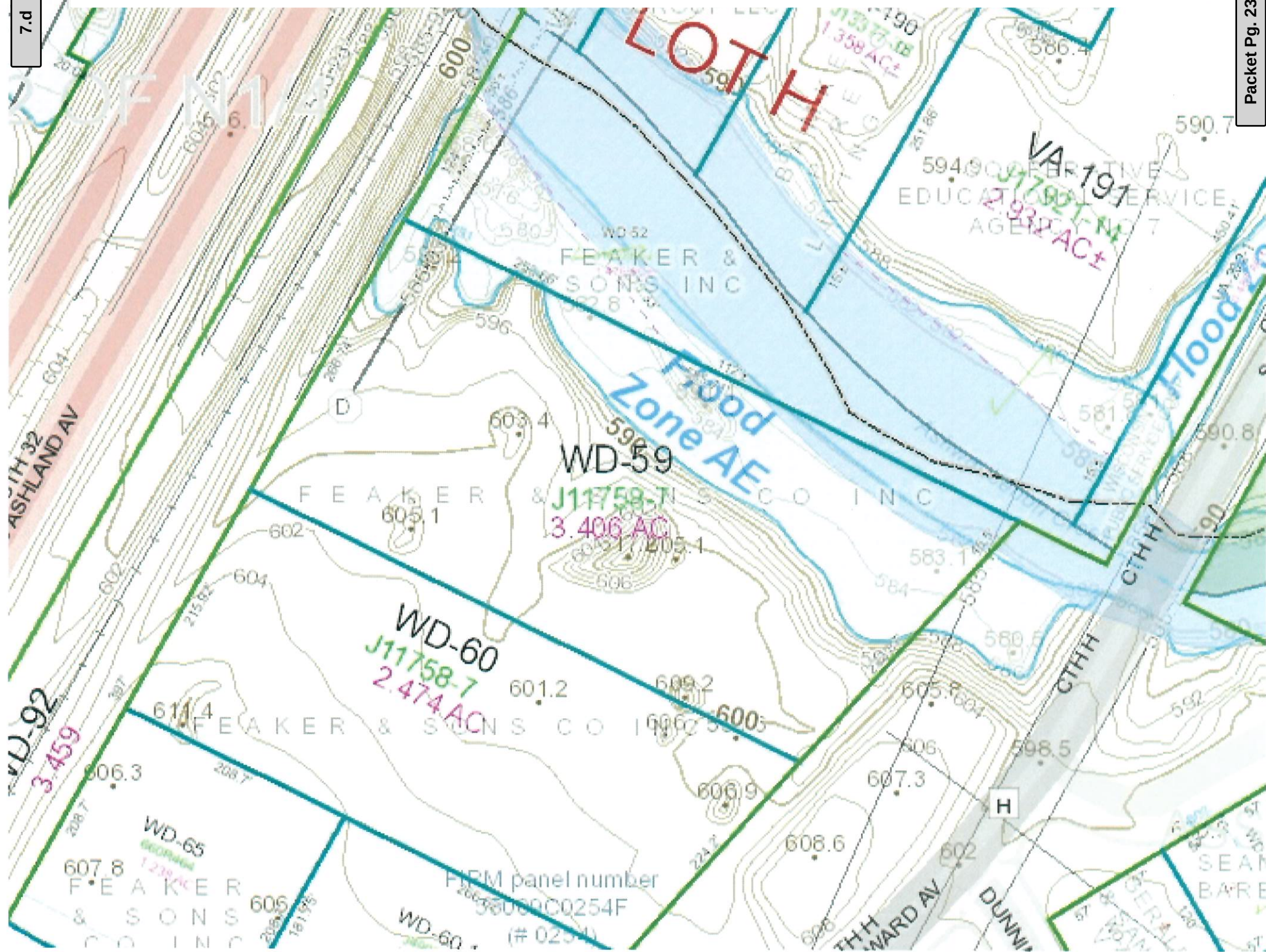
Sincerely,

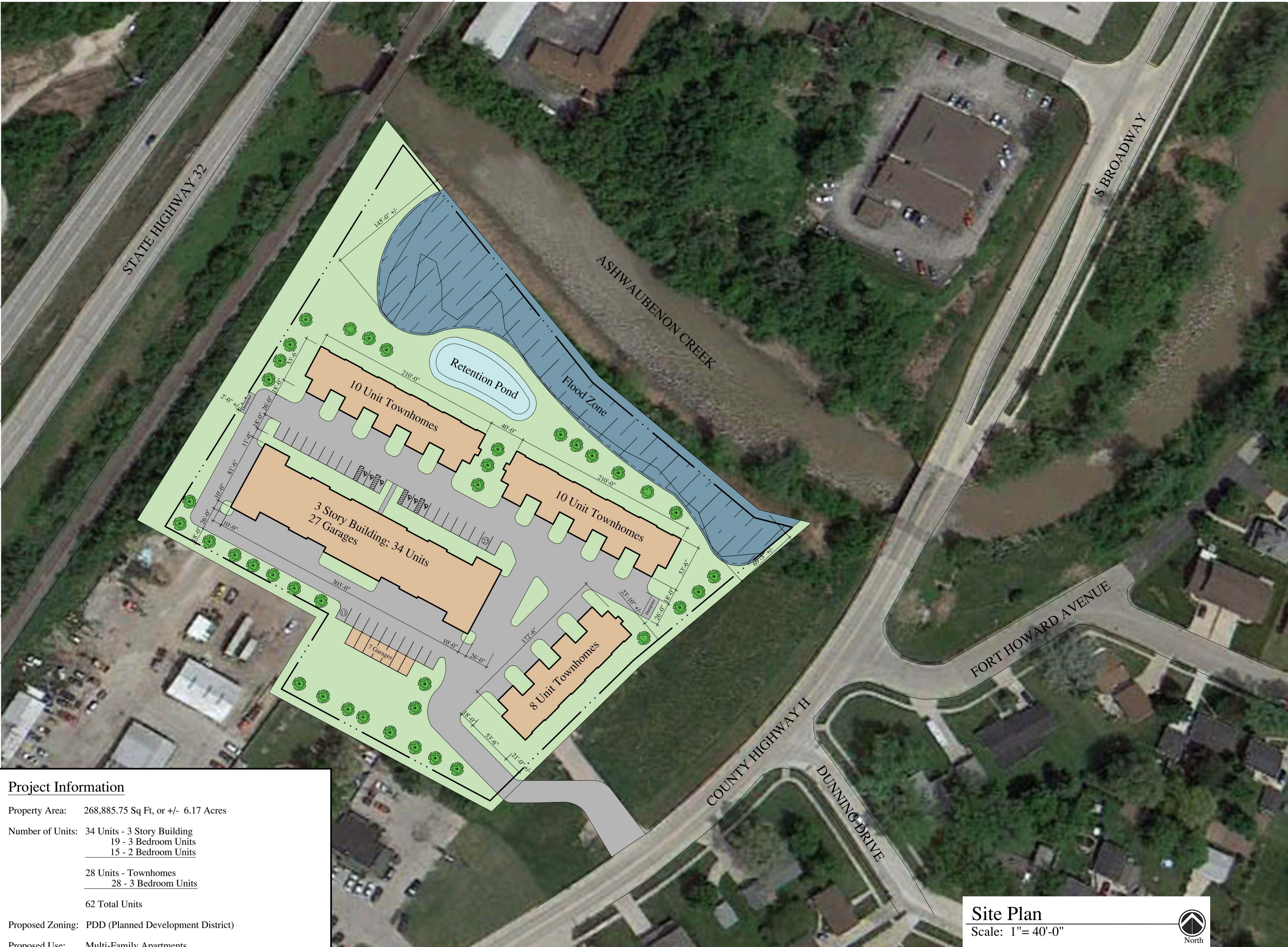
Kevin C. McDonell
Vice President of Development

54 East First Street · Fond du Lac, WI 54935 · (920) 922-8170 · Fax: (920) 922-8171

www.commonwealthco.net

Attachment: Commonwealth_Rezone (3010 : Ordinance #15-03 (Formerly Ord #14-18), Rezoning Certain Property)





Project Information

Property Area: 268,885.75 Sq Ft, or +/- 6.17 Acres

Number of Units: 34 Units - 3 Story Building
19 - 3 Bedroom Units
15 - 2 Bedroom Units

28 Units - Townhomes
28 - 3 Bedroom Units

62 Total Units

Proposed Zoning: PDD (Planned Development District)

Proposed Use: Multi-Family Apartments

Parking Provided: 62 Surface Stalls (6 HC/ADA Accessible)
62 Total Garages
124 Total Stalls Provided

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

MEETING DATE: January 20, 2015

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Ordinance #15-04, Amending §146-8 De Pere Municipal Code
Regarding Lot Line Noise Regulation (second reading).

ATTACHMENTS:

- Ord15-04 (DOCX)
- Current Ordinance §146-8(a) (PDF)
- Noise Regulations Memo (PDF)

ORDINANCE #15-04

AMENDING §146-8, DE PERE MUNICIPAL CODE
REGARDING LOT LINE NOISE REGULATION

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

Section 1: §146-8(a), is hereby repealed and recreated as follows:

(a) The following noise limitations are established for any premises, measured at the lot line:

- (1) Maximum Levels Within Zones. No person shall operate or cause to be operated on private or public property any source of sound in such a manner as to create a sound level which exceeds the limits set for the zone categories in Tables I and II.

TABLE I

Maximum Permissible Sound Pressure – 7:00 AM – 10:00 PM

	<i>Residential</i>	<i>Commercial</i>	<i>Industrial</i>
A-scale Level	57 dB(A)	63 dB(A)	72 dB(A)
(Levels in Decibels re .0002 Microbars)			

TABLE II

Maximum Permissible Sound Pressure – 10:00 PM – 7:00 AM

	<i>Residential</i>	<i>Commercial</i>	<i>Industrial</i>
A-scale Level	52 dB(A)	58 dB(A)	67 dB(A)
(Levels in Decibels re .0002 Microbars)			

- (2) Maximum Levels Between Zones. No person shall operate or cause to be operated on private or public property any source of sound from an industrial zone into a residential zone or commercial zone, or from a commercial zone into a residential zone which exceeds the limits set for the zone categories in Tables III and IV.

TABLE III

Maximum Permissible Sound Pressure – 7:00 AM – 10:00 PM

	<i>Industrial into Commercial</i>	<i>Industrial into Residential</i>	<i>Commercial into Residential</i>
A-scale Level	66 dB(A)	64 dB(A)	61 dB(A)
(Levels in Decibels re .0002 Microbars)			

TABLE IV

Maximum Permissible Sound Pressure – 10:00 PM – 7:00 AM

	<i>Industrial into Commercial</i>	<i>Industrial into Residential</i>	<i>Commercial into Residential</i>
A-scale Level	61 dB(A)	60 dB(A)	55 dB(A)
(Levels in Decibels re .0002 Microbars)			

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

NOISE ORDINANCE

§ 146-8

Sec. 146-8. Lot line noise regulation.

(a) The following noise limitations are established for any premises, measured at the lot-line:

<i>Noise Limits - A-scale</i>			
Residential Into Residential	Commercial Into Commercial	Industrial Into Commercial	Industrial and Commercial Into Residential
55 dB(A)	62 dB(A)	64 dB(A)	58 dB(A)

(b) *Definitions of zone categories.* The following zones are included in the zone categories:

- (1) *Residential:* R-1, R-2, R-3 and R-4 zoning classifications;
- (2) *Commercial:* B-1, B-2, B-3, Highway 41 Business Corridor Districts A and B, and C-EO Districts zoning classifications;
- (3) *Industrial:* I-1, I-2, I-3, I-B-1 and I-B-2 zoning classifications.

Regulation will be according to the underlying zones. Conservancy zones that are not publicly owned shall be regulated according to the adjacent zone. If the neighboring zones are different, they shall be extended to the center of the conservancy for the purposes of this article.

(c) *Measurements.* The measurement shall be made at or beyond the property line of the property on which such noise is generated or at or within the property line of the property on which such noise is perceived, as appropriate. Measurement shall be done at a minimum height of four feet above the ground. The measurement of sound shall be made either with a sound level meter that meets or exceeds the ANSI requirements of the American Standard Specification for sound level meters, Type I or Type II (ANSI S1.4 - 1971) or with an octave band analyzer that meets or exceeds the requirements of (ANSI S1.6 - 1960) or any subsequent nationally adopted standards superseding the above standards. In both cases, the instruments should be maintained in calibration and good working order. When a sound level meter is used, it shall be set to the A-weighted scale and in the FAST response mode. A windscreen shall be mounted on the microphone and the noise limitations shall be the A-scale levels set forth above. An octave band analyzer may be employed when there is a concentration of sound energy within a limited number of bands, but its use shall not be restricted to such situations.

(d) *Residential air conditioners.* Noise emitted by residential air conditioners shall be judged by the criteria set forth above.

(e) *Ambient noise is a factor.* The subject noise must exceed the ambient noise by five dB or more, in any octave band, to be declared excessive.

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Common Council
 From: Judith Schmidt-Lehman, City Attorney *Judy*
 RE: Request for alternatives regarding outdoor entertainment use of 1731 Ft. Howard Ave (Replay Sports Bar and Grill – “Replay”)
 Date: January 2, 2015

This memo is in response to the Council’s request for alternatives regarding outdoor entertainment use of 1731 Ft. Howard Avenue by the Replay tavern. This request arose in conjunction with the Replay owner’s objection to a pending rezoning of property adjacent to the north of 1731 Ft. Howard from I-3 Industrial to R-3 with a PDD overlay. The owner’s objection to the proposed rezoning was predicated upon noise ordinance implications of use of the Replay property for outdoor music entertainment events adjacent to a residential zone. While this was the context of the Council request for alternatives, it is important to note that this issue is larger than the immediate rezoning request.

The Replay property (zoned B-2 Business) currently is adjacent to residentially zoned property across Ft. Howard Avenue. Therefore, irrespective of the outcome of the pending rezoning of the parcel to the north of the Replay property, the noise ordinance implications of outdoor music at the Replay property must be addressed. Additionally, revisions to the noise ordinance cannot be made specific to a single property. Therefore, whatever ordinance changes may be made will impact similarly situated and other property within the City.

GENERAL NOISE ORDINANCE INFORMATION

The City’s noise ordinance uniformly uses zoning classifications to establish noise limitations within and outside those zoning districts. Noise ordinances traditionally use zoning classifications rather than specific business operations as the basis for noise regulations due to fluctuations in specific business use of a property. While zoning classifications may also change over time, zoning classifications are more stable and generic in the long run. Changes to the noise ordinance therefore apply to the zoning classification involved rather than any individual business or specific business activity.

Below is a chart of the various decibel limits in De Pere for noise traveling from one zoning classification into another:

Noise Limits – A-scale

<i>Residential Into Residential</i>	<i>Commercial Into Commercial</i>	<i>Industrial Into Commercial</i>	<i>Industrial and Commercial Into Residential</i>
55	62	64	58

While not all municipal noise regulations include specific decibel regulations, they are typical. Additionally, the decibel limits for individual municipalities are not always identical, but are relatively similar in range. Below is a chart showing the A-scale decibel level limits found in other local noise ordinances.

Other Noise Limits – A-scale

Green Bay	<u>In Residential</u> AM* 57 PM* 52	<u>In Commercial</u> AM 63 PM 58	<u>Industrial to Commercial</u> AM 66 PM 61	<u>Industrial to Residential</u> AM 64 PM 60	<u>Commercial to Residential</u> AM 61 PM 55
Milwaukee	<u>In Residential</u> AM 55 PM 45 <u>PDD</u> AM 65 PM 55				
Sun Prairie	<u>In Residential</u> AM 60 PM 50	<u>In Commercial</u> AM 70 PM 70	<u>In Industrial</u> AM 75 PM 75		
Madison	<u>In Residential</u> 65	<u>In Commercial</u> 65-70	<u>In Other</u> 65-70		
Appleton	<u>In Residential</u> AM 57 PM 52	<u>In Commercial</u> AM 63 PM 58	<u>Industrial to Commercial</u> AM 66 PM 61	<u>Industrial to Residential</u> AM 64 PM 60	<u>Commercial to Residential</u> AM 61 PM 55
Oshkosh	<u>In Residential</u> 55	<u>In Commercial</u> 62			

* AM denotes 7:00 AM – 10:00 PM

* PM denotes 10:00 PM – 7:00 AM

Many municipal noise ordinances have a variance process in their noise ordinance to allow for occasional exceedances of the noise limits. In 2010, De Pere removed its noise variance process and put in place the current provision which excepts activities for which a permit has been issued from the general noise ordinance, because the permit details the noise requirements for the activity. Noise exceedances allowed by permit are generally considered unusual or uncommon occurrences for which a temporary deviation from the general noise requirements are allowed. Using permits to routinely except activities from the noise ordinance cannot legally be used to allow usual and customary violations of the noise ordinance.

OPPORTUNITIES FOR IMPROVING NOISE REGULATIONS

There is an array of alternatives the Council can consider in resolving the conflicting issues posed. These range from maintaining the status quo (and seeing whether any noise ordinance conflicts really present themselves) to consideration of whole scale revisions to the City's zoning and/or noise ordinances.

In reviewing the City's current ordinances with and among city staff, we believe that a two-pronged approach involving two minor ordinance revisions will provide, in the near term, the business property owners an enlarged opportunity to provide outdoor entertainment that will comply with city requirements. In the longer term however, there may be a need to look at a more comprehensive update to the zoning code to include entertainment district classifications for which separate noise limits might apply or otherwise address how to allow increased outdoor entertainment opportunities while at the same time maintaining the health, safety and welfare of residential areas.

First, it is recommended that the decibel limits in the City's noise ordinance be revised to reflect the same decibel limits and hour regulations as found in Green Bay and Appleton ordinances. Adopting the Green Bay/Appleton model would involve establishing different "day" and "night" limits together with revising decibel limits, both up and down, in each category. Both the Health Director and Sanitarian are comfortable that the upward move in decibel levels to the levels found in the Green Bay and Appleton ordinances should provide commercial and industrial property owners, including the Replay, the ability to better conform with noise limitations into residential properties without adversely affecting the health and welfare of the residential users. Additionally, Sanitarian Dale Schmit can and will be able to provide property owners with information on how to lessen the impact of noise leaving their property by positioning of equipment and sound amplification away from the property line to take advantage of noise dissipation as it travels. The attached proposed Ordinance 15-04 will accomplish this change.

Second, it is recommended that Chapter 106 (Licenses and Permits) be amended to include a Noise Variance Permit to be issued by the Health Director to cover noise exceedance in conjunction with outdoor entertainment incidental to primary business activities. The attached Ordinance 15-05 would accomplish this change.

If you have any questions or concerns regarding this issue, please let me know.

JSL:jld

c: Lawrence Delo, City Administrator
Ken Pabich, Planning & Economic Development Director
Chrystal Woller, Health Director
Dale Schmit, Sanitarian

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

MEETING DATE: January 20, 2015

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Ordinance #15-05, Amending §106-6 De Pere Municipal Code
Regarding Special Variance Permit for Noise Ordinance Exceedance
(second reading).

ATTACHMENTS:

- Ord15-05 (DOCX)

ORDINANCE #15-05

AMENDING §106-6 DE PERE MUNICIPAL CODE REGARDING
SPECIAL VARIANCE PERMIT FOR NOISE ORDINANCE EXCEEDANCE

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN
AS FOLLOWS:

SECTION 1: §106-6(c), is hereby created to read as follows:

*(c) Special Variance Permit for Noise Ordinance Exceedance in Conjunction with
Outdoor Entertainment Incidental to Primary Business Activity.*

- (1) Permission to exceed noise ordinance limitations found in §146-8(a) of this Code in conjunction with outdoor entertainment incidental to the primary business activity on premises which is not covered by any other permit issued by any City department shall be allowed only by permit issued by the Health Director as provided in this section.
 - A. Application shall be made in writing to the Health Director. Such application shall include the following information:
 - i. Name, address and contact information of requestor;
 - ii. Date and location of the outdoor entertainment event;
 - iii. The time of date the entertainment is expected to begin and end;
 - iv. A description of the proposed entertainment, including name of performing group and explanation regarding requestors belief that the performance will exceed the noise limits set forth in §146-8(a) of this Code;
 - v. Reason permit is being requested, including steps to minimize noise; and
 - vi. Such fee as is determined by resolution of the Common Council shall accompany the application.
 - B. No permit may be issued if any conditions of a similar permit issued for the premises in the previous twelve (12) months were violated or not met.
 - C. No permit will be granted to allow noise ordinance exceedances to continue past 11:00 PM.
 - D. Permits will be issued under this section only for occasional, periodic or sporadic public entertainment noise exceedances. No more than four (4) specific events may be requested in a single permit application.
 - E. The permit requestor shall notify all immediately adjacent property owners of any permit being granted under this section prior to the event.

F. All permits issued shall be conditioned upon the following:

- i. If sound amplification is to be used, it shall be positioned so as to face away from residential properties; and
- ii. Any amplified sound shall be maintained at a reasonable level and shall not interfere with other's enjoyment of the neighborhood.

G. Appeal of a permit denial shall be as provided in §106-6(d) below except that the appeal shall be to the Board of Health.

SECTION 2 : All subsequent sections of §106-6 shall be renumbered accordingly.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

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

MEETING DATE: January 20, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #15-06, Annexing Territory to the City of De Pere, Wisconsin (Parcel D-69-2).

ATTACHMENTS:

- Ord15-06 (DOCX)
- 59_CSM_61 (PDF)

ORDINANCE #15-06

ANNEXING TERRITORY TO THE CITY OF DE PERE, WISCONSIN
(Parcel D-69-2)

WHEREAS, the City of De Pere purchased Parcel D-69-2, located in the Town of Ledgeview on April 2, 2014, such deed being recorded at the Brown County Register of Deeds office on April 11, 2014 as Document No. 2663676; and

WHEREAS, Wis. Stats. §66.0223 authorizes and provides procedures for annexation of City owned property into the City; and

WHEREAS, the Common Council has determined that such property should be annexed into the City.

BASED ON THE FOREGOING: THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN AS FOLLOWS:

SECTION 1. Territory Annexed. In accordance with Wis. Stats. §66.0223, the territory described below and in the attached Certified Survey Map incorporated by reference as Exhibit A, in the Town of Ledgeview, Brown County, Wisconsin is annexed to the City of De Pere, Brown County, Wisconsin:

Lot 3 of Volume 59 Certified Survey Maps, page 61, Brown County Map No. 8392, being part of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 23 North, Range 20 East, Town of Ledgeview, Brown County, Wisconsin.

SECTION 2. Effect of Annexation. The territory described in SECTION 1 shall be a part of the City of De Pere for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of De Pere.

SECTION 3. Temporary Zoning Classification. (a) The territory annexed to the City of De Pere by this ordinance is temporarily zoned I-1, Industrial Park.

(b) The Plan Commission is directed to prepare an amendment to the zoning ordinance setting forth a permanent zoning classification for the annexed area and to submit its recommendations to the Common Council.

SECTION 4. Population. The population of the territory annexed is zero (0).

SECTION 5. Ward Designation. The territory described in SECTION 1 is hereby made part of Ward 18 of the City, and subject to all the rules and regulations governing the same.

SECTION 6. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 7. Effective Date. This ordinance shall take effect as provided by law.

Adopted by the Common Council of the City of De Pere, this 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

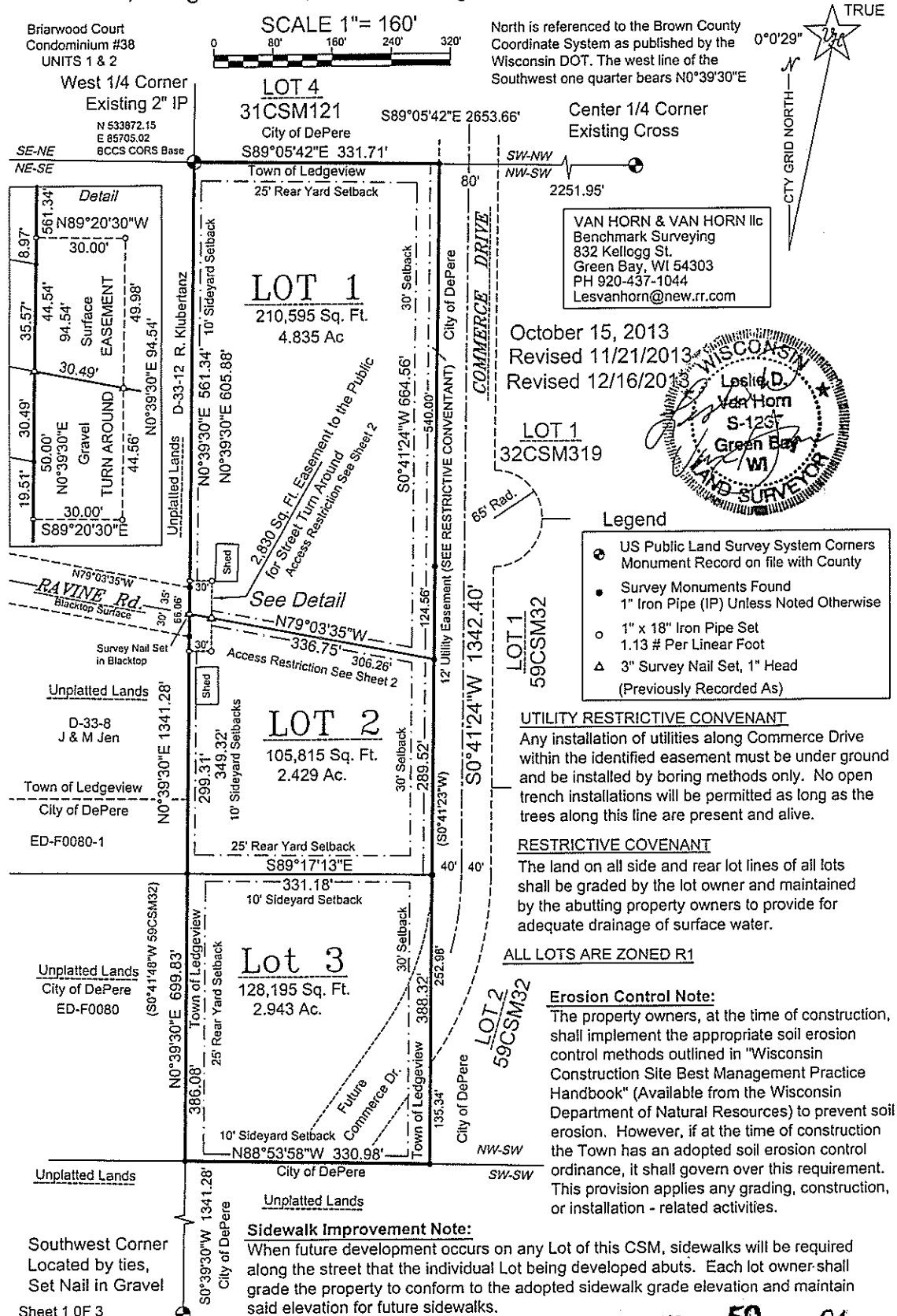
Effective Date: _____

2654678

8392

CERTIFIED SURVEY MAP

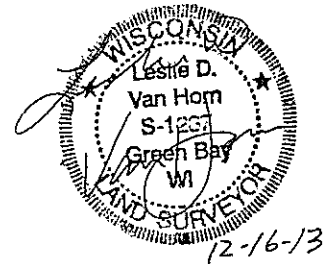
Part of the Northwest 1/4 of the Southwest 1/4, Section 34, Township 23 North, Range 20 East, Town of Ledgeview, Brown County, Wisconsin



Attachment:59_CSM_61 (2019 : Ordinance #15-06, Annexing Territory to the City of De Pere)

Surveyors Certificate

I, Leslie D. Van Horn, Professional Land Surveyor #1237, do hereby certify that I have surveyed, divided and mapped part of the Northwest 1/4 of the Southwest 1/4, Section 34, Township 23 North, Range 20 East, Town of Ledgeview, Brown County, Wisconsin bounded and described as follows: Beginning at the West 1/4 corner of Section 34; thence S89°05'42"E 331.71 feet along the north line of the Southwest 1/4 to the east line of the lands described in Jacket 13935 Image 40, also being the east line of Commerce Drive; thence S0°41'24"W 1342.40 feet to an existing 1 inch iron pipe at the southeast corner of the lands described in Jacket 13935 Image 40, also being the west line of Commerce Drive and the extension thereof; thence N88°53'58"W 330.98 to an existing 1 inch iron pipe at the southwest corner of the lands described in Jacket 13935 Image 40, also being the southwest corner of the Northwest 1/4 of the Southwest 1/4; thence N0°39'30"E 1341.28 feet along the west line of the Northwest 1/4 of the Southwest 1/4 to the Point of Beginning, containing 444,600 square feet, or 10.207 acres more or less, subject to any easements and restrictions of record.



I do further certify that I have made such survey by the direction of the owners as listed hereon; that this plat is a correct representation of all the exterior boundaries of the land surveyed and the division thereof; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, the Subdivision Ordinances for Brown County and the Town of Ledgeview in surveying, dividing and mapping the same.

Owners Certificate

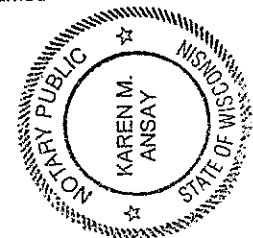
As owners, we hereby certify that we have caused the lands described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. We also certify that this map is required by ss236.10 or ss236.12 to be submitted to the Town of Ledgeview, the City of De Pere and Brown County for approval or objection.

Cleo J. Klubertanz 12/19/13 Ronald C. Klubertanz 12-19-2013
Cleo J. Klubertanz Dated Ronald C. Klubertanz Dated

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

Personally came before me this 19 day of December 2013, the above named owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Karen M. Ansay 12/19/2013 06/10/2017
Notary Public Dated My Commission Expires



Town of Ledgeview

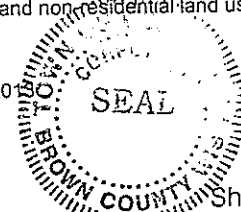
By action of the Town of Ledgeview:

1) We agree that the property owner will not be assessed for the construction of the turnaround at the end of Ravine Road in exchange for the easement of the public right-of-way.

2) Access to Ravine Road shall be limited to two (2) single-family residences, and non-residential land uses or operations shall be prohibited to access Ravine Road.

Approved by the Town of Ledgeview this 18th day of December 2013

Samuel Klubertanz

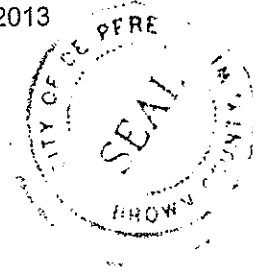


Sheet 2 of 3

2654678

City of De PereApproved by the City of De Pere this 18th day of December, 2013Shana Defnet

Shana Defnet, City Clerk

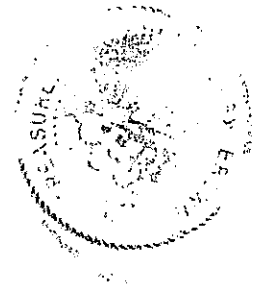
Brown County Treasurer

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

Kerry M. Blaney

Kerry M. Blaney

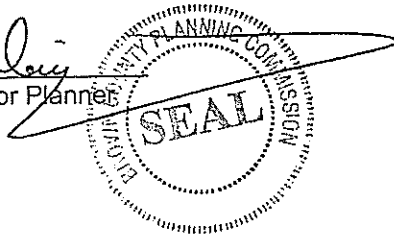
Dated

Brown County Planning Commission

Approved by the Brown County Planning Commission

this 20th day of DEC, 2013Peter Schleinz

Peter Schleinz, Senior Planner

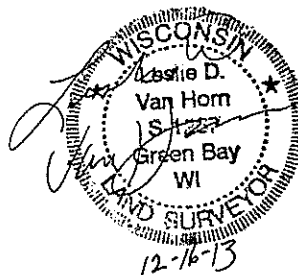
Register of Deeds

REGISTER'S OFFICE

Brown Co., Wis

Received for record the 20th dayof December, A.D. 2013at 11:25 o'clock A.M. and recorded inVol 59 of CSM's on page 41Debra A. Dore, Deputy

Register of deeds



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #15-07, Amending Aldermanic District and Ward Designations Resulting from Territory Added to City.

When annexing properties into the City, state statute requires that a ward be designated for the property. If a new ward must be created, this new ward also needs to be assigned to the proper aldermanic district.

In conjunction with the annexation of the Klubertanz property, Chapter 2 of the municipal code regarding wards and districts was reviewed and found to be pretty out of date. The reasons for that are two-fold: (1) prior annexations had not done a good job of properly classifying wards or updating district ward information and (2) the municipal code service kept outdated ward language in the code when it had been replaced by resolution (made necessary by delays in the state and count redistricting process) in connection with the 2010 census updates.

Therefore, you will see in the attachment marked “current ordinance” confusing ward designations. These should be disregarded. The revised ordinance will put the ward designations back into the code (for ease of reference for residents) and properly updates the ward designations for each district. The ward and district maps have likewise been properly updated.

If you have any questions or concerns regarding this, please call me at 339-4042.

ATTACHMENTS:

- Ord15-07 (DOCX)
- Exhibit 1 - District Map 2015 (PDF)
- Exhibit 2 - Ward Map 2015 (PDF)
- Exhibit 2 - Ward Boundary Descriptions (DOCX)
- Chapter 2 - Current Ordinance (DOCX)

ORDINANCE #15-07
AMENDING ALDERMANIC DISTRICT AND WARD
DESIGNATIONS RESULTING FROM TERRITORY ADDED TO CITY

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

SECTION 1: §2-1. – Aldermanic districts, is hereby amended by adding Ward 18 to the second aldermanic district and adding wards 16 and 17 to the third aldermanic district.

SECTION 2: §2-2. – Wards, is repealed and recreated to read as follows:

- (a) *Wards created.* There are hereby created 18 wards within the city. The territory comprising the various wards is identified in the map set forth by reference in section 2-5.
- (b) *Location of polls.* The following locations are designated as the polling places for the voters of the various wards:
 - (1) Wards 1, 2, 3, 4 and 5: First United Presbyterian Church, 605 N. Webster Avenue (first aldermanic district).
 - (2) Wards 6, 7, 8, 9 and 18: Notre Dame of De Pere Middle School, 220 S. Michigan Street (second aldermanic district).
 - (3) Wards 10, 11, 12, 16 and 17: Community Center, 600 Grant Street (third aldermanic district).
 - (4) Wards 13, 14 and 15: St. Mark Evangelical Lutheran Church, 2066 Lawrence Drive (fourth aldermanic district).

SECTION 3: §2-3, Elections, is hereby amended by deleting the word “four” and replacing it with “three” in paragraph (b) and by deleting, in its entirety, paragraph (c).

SECTION 4: §2-4. - Aldermanic district map, is hereby repealed and recreated as follows:

The map referenced in section 2-1 and attached to Ordinance 15-07 as Exhibit 1, on file in the clerk-treasurer's office, is hereby adopted and incorporated into this chapter for purposes of delineating aldermanic district boundaries in the city.

SECTION 5: § 2-5. - **Ward map**, is hereby repealed and recreated as follows:

The map referenced in section 2-2(a) and attached to Ordinance 15- 07 as Exhibit 2, on file in the clerk-treasurer's office, is hereby adopted and incorporated into this chapter for the purposes of delineating the various wards in the city.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: This ordinance shall be effective on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere, this 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

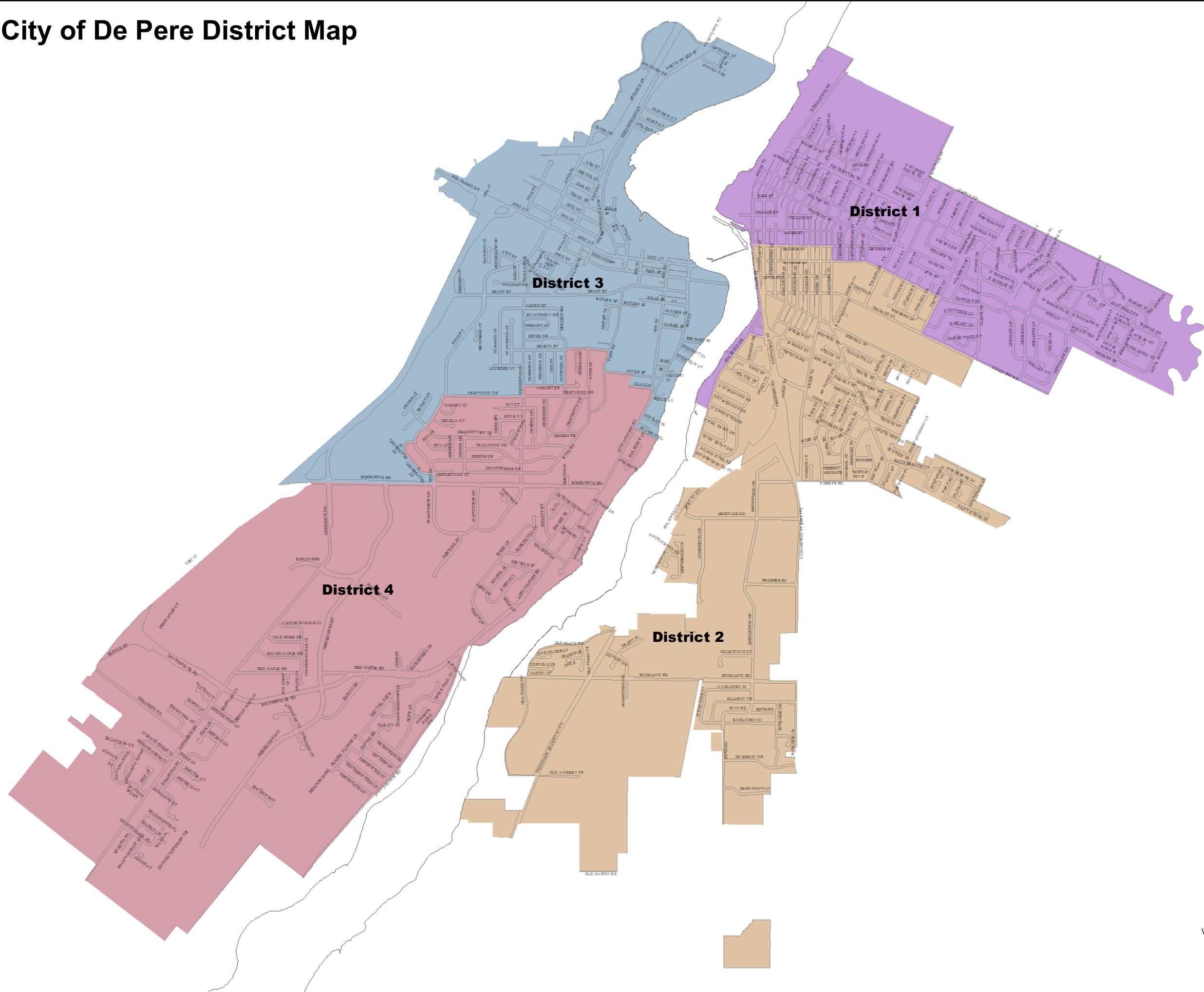
Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

Exhibit 1: City of De Pere District Map

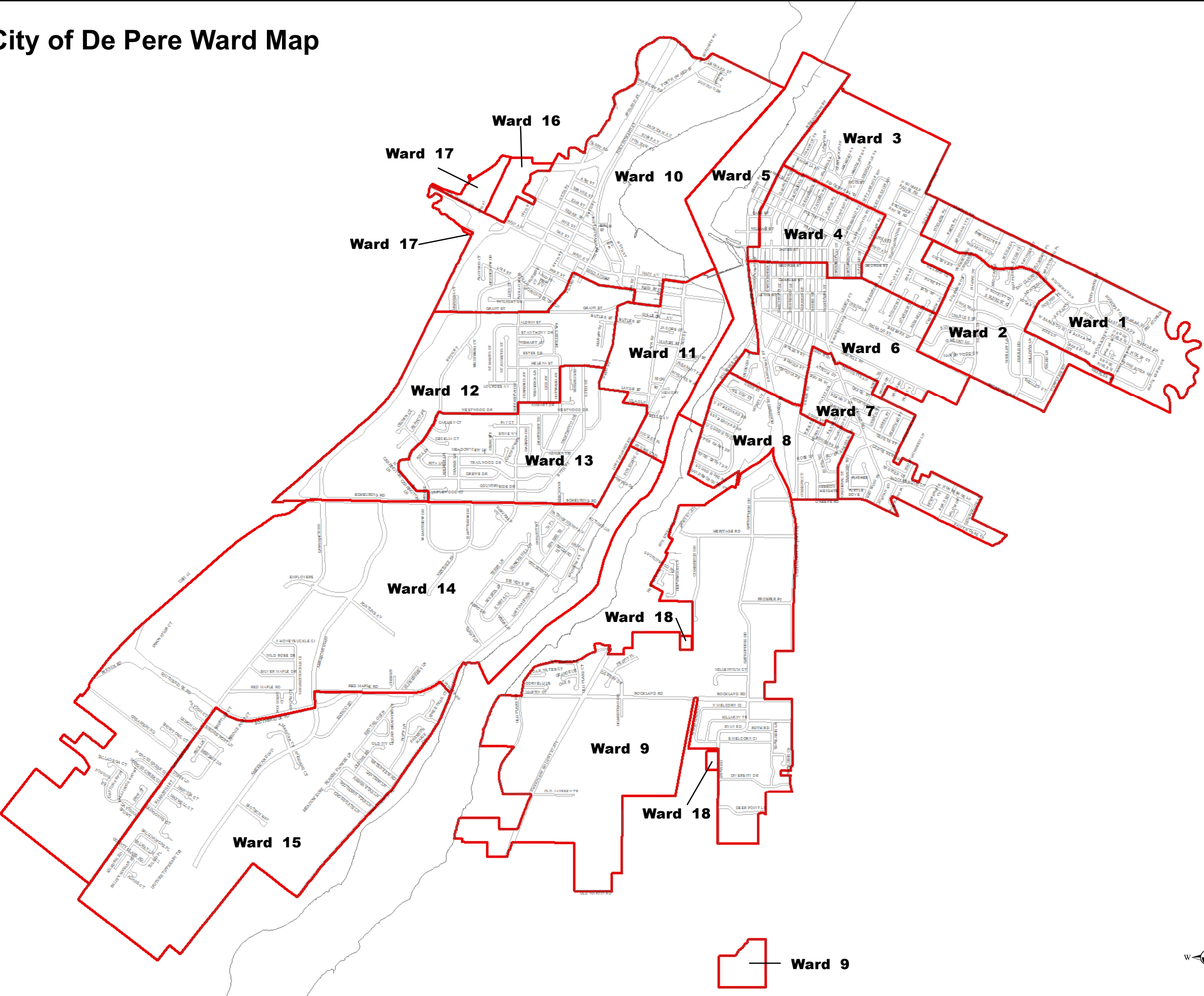


Legend

- District 1
- District 2
- District 3
- District 4

Packet Pg. 44

Exhibit 2: City of De Pere Ward Map



Legend



 Wards

 Ward 9

Ward Boundary Descriptions

- Ward 1: From the point of beginning at the intersection of Lebrun Road and North Clay Street, go south on North Clay Street, east on Ridgeway Drive, and south on Brule Road, east on Charles Street, south on East River Drive. Follow the City of De Pere boundary east to the East River. Go north along the centerline of the East River, west on Lebrun Road to the point of beginning at the intersection of Lebrun Road and North Clay Street.
- Ward 2: From the point of beginning at the intersection of Ridgeway Drive and Voelker Street, go south on Voelker Street, East on Willard Terrace, south on Crestview Lane, east on Chicago Street. Continue north along the City of De Pere boundary, east on the City of De Pere boundary, north on East River Drive, west on Charles Street, north on Brule Road, west on Ridgeway Drive to the point of beginning at the intersection of Ridgeway Drive and Voelker Street.
- Ward 3: From the point of beginning at the intersection of Lebrun Road and Webster Avenue, go east on Lebrun Road, south on North Clay Street, east on Ridgeway Drive, south on Voelker Street, east on Willard Terrace, south on Crestview Lane, west on Charles Street, north on South Adams Street. Continue north on North Adams Street, west on Ridgeway Boulevard, north on Broadway Street, east on the City of De Pere boundary, south on Webster Avenue to the point of beginning at the intersection of Lebrun Road and Webster Avenue.
- Ward 4: From the point of beginning at the intersection of Ridgeway Boulevard and North Broadway Street, go south on North Broadway Street, west on James Street, south on Front Street, east on George Street, south on South Ontario Street, east on Charles Street, north on South Adams Street. Continue north on North Adams street, west on Ridgeway Boulevard to the point of beginning at the intersection of Ridgeway Boulevard and North Broadway Street.
- Ward 5: From the point of beginning at the intersection of North Broadway Street and James Street, go north on North Broadway Street, continue west along the northerly City of De Pere boundary, south along the centerline of the Fox River to the City of De Pere boundary lying in the center of the Fox River, being south of North Good Hope Road extended. Go east to Fox River Drive. Go north on Fox River Drive, east on Bomier Street, north along the Fox River Trail, east on James Street to the point of beginning at the intersection of North Broadway Street and James Street.

- Ward 6: From the point of beginning at the intersection of George Street and South Ontario Street, go south on South Ontario Street, east on Charles Street, south on Crestview Lane, east on Chicago Street, south along the City of De Pere boundary, west on the City of De Pere boundary near Merrill Street extended, south on Lone Oak Road, west on the City of De Pere boundary. Continue south along the City of De Pere boundary, west on Grace Street, north on Knoll Terrace, west on Quinnette Lane, north on Jordan Road, west on Mansion Street, south on South Erie Street, west on Cook Street, north on Fox River Drive, east on Bomier Street, north along the Fox River Trail, east on George Street Extended to the point of beginning at the intersection of George Street and South Ontario Street.
- Ward 7: From the point of beginning at the intersection of South Erie Street and Mansion Street, go south on South Erie Street, east on Cook Street, north on Robin Street, east on Cook Street, south on Cardinal Street, east on O’Keefe Road, continuing on O’Keefe Road extended to the City of De Pere boundary. Follow the City of De Pere boundary to Grace Street. Go west on Grace Street, north on Knoll Terrace, west on Quinnette Lane, north on Jordan Road, west on Mansion Street to the point of beginning at the intersection of South Erie Street and Mansion Street.
- Ward 8: From the point of beginning at the intersection of Fox River Drive and Cook Street, go east on Cook Street, south on South Erie Street, continue east on Cook Street, north on Robin Street, east on Cook Street, south on Cardinal Street, west on O’Keefe Road, north on the southbound lane of South Broadway, south on the northbound lane of Highway 57/32, south along the Fox River Trail, west to the City of De Pere boundary. Follow the City of De Pere boundary northerly to Fox River Drive. Go north on Fox River Drive to the point of beginning at the intersection of Fox River Drive and Cook Street.
- Ward 9: From the point of beginning at the intersection of O’Keefe Road and South Broadway Street, go north on the southbound lane of South Broadway, south on the northbound lane of Highway 57/32, south along the Fox River Trail, west to the City of De Pere boundary. Follow the City of De Pere boundary southerly to the point of beginning at the intersection of O’Keefe Road and South Broadway Street, together with such area annexed into the City of De Pere from the Town of Ledgeview, pursuant to Ordinance 12-21.
- Ward 10: From the point of beginning at the intersection of Grant Street and Allard Street, go north on Allard Street, east on Reid Street, south on 5th Street, east on Grant Street, north on 4th street, east on Main Avenue to the centerline of the Fox River. Continue north along the centerline of the Fox River to the City of De Pere boundary. Go westerly following the City’s municipal boundary to Grant Street extended. Go east

on Grant Street to the point of beginning at the intersection of Grant Street and Allard Street.

- Ward 11: From the point of beginning at the intersection of 4th Street and Main Avenue, go east on Main Avenue to the centerline of the Fox River, go south along the centerline of the Fox River, go west on Prospect Place extended, north on Lost Dauphin Road, north on 4th Street, west on Lilac Lane, north along the centerline of the railroad track, west on Lande Street, north on South 6th Street. Continue east on Grant Street, north on 4th Street to the point of beginning at the intersection of 4th Street and Main Avenue.
- Ward 12: From the point of beginning at the intersection of Allard Street and Reid Street, go east on Reid Street, south on 5th Street, west on Grant Street, south on South 6th Street, west on Helena Street, south on Outward Avenue, west on Amhart Drive, south on Suburban Drive, west on Westwood Drive. Continue south on South 9th Street, west on North Carrington Lane, south on South 9th Street, west on Scheuring Road to the City of De Pere boundary. Follow the City of De Pere boundary northerly to Grant Street extended, go east on Grant Street, north on Allard Street to the point of beginning at the intersection of Allard Street and Reid Street.
- Ward 13: From the point of beginning at the intersection of Helena Street and Outward Avenue, go east on Helena Street, south on South 6th Street, east on Lande Street, south along the centerline of the railroad track, east on Lilac Lane, south on 4th Street, south on Lost Dauphin Road, west on Scheuring Road, north on South 9th Street, West on South Carrington Lane, north on South 9th Street, east on Westwood Drive, north on Suburban Drive, east on Amhart Drive, north on Outward Avenue to the point of beginning at the intersection of Helena Street and Outward Avenue.
- Ward 14: From the point of beginning at the intersection of Prospect Place and Lost Dauphin Road, go east on Prospect Place to the centerline of the Fox River, continue southerly along the centerline of the Fox River following the City of De Pere boundary to Autohoe Road. Go northwest on Autohoe Road, west on Red Maple Road, south on American Boulevard, west on Southbridge Road, south on Lawrence Drive to the southerly City of De Pere boundary. Continue westerly along the City of De Pere boundary to Scheuring Road. Go east on Scheuring Road, north on Lost Dauphin Road to the point of beginning at the intersection of Prospect Place and Lost Dauphin Road.
- Ward 15: From the point of beginning at the intersection of Southbridge Road and Lawrence Drive, go south on Lawrence Drive to the City of De Pere boundary. Follow the City of De Pere boundary to Autohoe Road. Go northwest on Autohoe Road, west on Red

Maple Road, south on American Boulevard, west on Southbridge Road to the point of beginning at the intersection of Southbridge Road and Lawrence Drive.

- Ward 16: Such property easterly of Highway 41 annexed into the City of De Pere from the Village of Ashwaubenon pursuant to Ordinance 11-15.
- Ward 17: Such property westerly of Highway 41 annexed into the City of De Pere from the Village of Ashawubenon pursuant to Ordinance 11-15, together with such property annexed into the City of De Pere from the Town of Lawrence pursuant to Ordinance 12-05.
- Ward 18: Such property annexed into the City of De Pere from the Town of Rockland pursuant to Ordinance 12-25, together with such property annexed into the City of De Pere from the Town of Ledgeview pursuant to Ordinance 15-06.

CURRENT ORDINANCE

Chapter 2 - ALDERMANIC DISTRICTS AND ELECTIONS

FOOTNOTE(S):

--- (1) ---

Editor's note— Ord. No. 01-09, § 1, adopted July 17, 2001, repealed the former Ch. 2, §§ 2-1—2-5, and enacted a new Ch. 2 as set out herein. The former Ch. 2 pertained to councilmember districts and elections and derived from Code 1974, §§ 2.01—2.05 and Ord. No. 99-32, § 1, adopted Dec. 21, 1999.

Cross reference— City administration, ch. 10. [\(Back\)](#)

Sec. 2-1. - Aldermanic districts.

There are hereby created four aldermanic districts from which the members of the common council shall be elected in accordance with the provisions of chapter 10. The boundaries of the aldermanic districts shall be as illustrated on the map attached hereto and as set forth by reference in section 2-4. The boundaries of each aldermanic district shall be the centerline of the streets or other rights-of-way shown on said map. Each aldermanic district shall be comprised of the following described wards:

- (1) The first aldermanic district shall comprise all that territory encompassing wards 1, 2, 3, 4 and 5.
- (2) The second aldermanic district shall comprise all that territory encompassing wards 6, 7, 8, and 9
- (3) The third aldermanic district shall comprise all that territory encompassing wards 10, 11 and 12
- (4) The fourth aldermanic district shall comprise all that territory encompassing wards 13, 14 and 15

(Ord. No. 11-19, § 1, 12-20-2013)

Editor's note—

Ord. No. 11-19, § 1, adopted Dec. 20, 2013, repealed the former § 2-1, and enacted a new section as set out herein. The former § 2-1 pertained to the same subject matter and derived from Ord. No. 01-09, § 1, adopted July 17, 2001; Ord. No. 04-02, § 1, adopted Feb. 4, 2004; and Ord. No. 07-28, § 1, adopted Nov. 6, 2007.

Sec. 2-2. - Wards.

- (a) *Wards created.* There are hereby created 15 wards within the city. The territory comprising the various wards is identified in the map set forth by reference in section 2-5. The boundaries of each ward are drawn in accordance with the conventions of Wis. Stats. § 4.003.
- (b) *Location of polls.* The following locations are designated as the polling places for the voters of the various wards:
 - (1) Wards 1, 2, and 3: First United Presbyterian Church, 605 N. Webster Avenue (first aldermanic district).
 - (2) Wards 4, 5, 6, 7, 15, 16, and 17: Notre Dame of De Pere Middle School, 220 S. Michigan Street (second aldermanic district).
 - (3) Wards 11, 12, 13, and 14: St. Mark Evangelical Lutheran Church, 2066 Lawrence Drive (third aldermanic district).
 - (4) Wards 8, 9, and 10: Community Center, 600 Grant Street (fourth aldermanic district).

(Ord. No. 01-09, § 1, 7-17-2001; Ord. No. 04-02, §§ 2, 3, 2-4-2004; Ord. No. 05-45, § 1, 12-6-2005; Ord. No. 07-28, § 1, 11-6-2007)

Sec. 2-3. - Elections.

- (a) *Hours for voting.* The polls at each election in the city shall be open for voting from 7:00 a.m. to 8:00 p.m.
- (b) *Primary election.* Whenever four or more candidates file nomination papers for any city elected office, including aldermen, a primary election shall be held for the nomination of candidates for such city offices.
- (c) *Municipal board of absentee canvassers for fall elections.*
 - (1) *Creation.* Pursuant to Wis. Stats. §§ 7.52 and 7.53(2m), there is created a municipal board of absentee canvassers.
 - (2) *Composition.* The municipal board of absentee canvassers ("board") shall be composed of the municipal clerk-treasurer, or a qualified elector of the city designated by the clerk-treasurer, and two other qualified electors of the city appointed by the clerk-treasurer for a term of two years commencing on January 1 of each odd-number year. The initial appointments hereunder shall commence the effective date of this subsection (c) and terminate on January 1, 2009 unless reappointed by the clerk-treasurer. The clerk-treasurer may appoint additional inspectors under Wis. Stats. § 7.30(2)(a) to assist the board in canvassing absentee ballots under this section.
 - (3) *Canvassing of absentee ballots.* In lieu of canvassing absentee ballots at polling places under Wis. Stats. § 6.88, the board shall canvass all absentee ballots for all fall elections held in the city.
 - (4) *Counting of absentee ballots.* At every fall election held in the city, the board shall, any time after the opening of the polls and before 8:00 p.m. on election day, publicly convene to count the absentee ballots for the city. The clerk-treasurer shall give at least 48 hours' notice of any meeting under this section.
 - (5) *Posting.* The clerk-treasurer no later than the closing hour of the polls, shall post at his or her office and on the internet at a site announced by the clerk-treasurer before the polls open, and shall make available to any person upon request, a statement of the number of absentee ballots that the clerk-treasurer has mailed or transmitted to electors and that have been returned by the closing hour on election day.

(Ord. No. 01-09, § 1, 7-17-2001; Ord. No. 08-16, § 1, 6-17-2008)

Sec. 2-4. - Aldermanic district map.

The map referenced in section 2-1 and attached to this ordinance (Ordinance 11-19), on file in the clerk-treasurer's office, is hereby adopted and incorporated into this chapter for purposes of delineating aldermanic district boundaries in the city.

(Ord. No. 11-19, § 2, 12-20-2013)

Editor's note—

Ord. No. 11-19, § 2, adopted Dec. 20, 2013, repealed the former § 2-4, and enacted a new section as set out herein. The former § 2-4 pertained to similar subject matter and derived from Ord. No. 01-09, § 1, adopted July 17, 2001.

Sec. 2-5. - Ward map.

The map attached to Ord. No. 01-09, on file in the clerk-treasurer's office, is hereby adopted and incorporated into this chapter for the purposes of delineating the various wards in the city.

(Ord. No. 01-09, § 1, 7-17-2001)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #15-06, Authorizing Auditing Services Agreement
Between the City of De Pere and Schenck S.C.

ATTACHMENTS:

- Memo from Finance Dept. (DOC)
- Reso15-06 (DOCX)
- Schenck (audit services) 1-15-115-002-05 (DOCX)
- Exhibit A - Schenck (PDF)
- Exhibit B - Schenck (PDF)
- Exhibit C - Schenck (PDF)

To: Honorable Mayor and Members of the Finance Committee
 From: Joe Zegers, Finance Director
 Shana Defnet, City Clerk-Treasurer
 Date: January 15, 2015
 Subject: Recommendation for 2015-2019 Auditing Services

We have attached our recent request for proposal for auditing services for 2014 to 2018 which was sent to Baker Tilly of Madison, CliftonLarsonAllen of Milwaukee, and HawkinsAsh, KerberRose & Schenck all from the Green Bay area in December 2014. CliftonLarsonAllen chose not to bid since they didn't feel they would be competitive based on reviewing our current audit costs while Baker Tilly also declined to bid.

The proposals were evaluated based on four factors with following point factors:

Completeness of the RFP	20
Firm Experience in Auditing Local Government Units	30
Qualifications of Staff Members	30
Cost	20
Total	100

The firms' scores for these four factors were as follows:

	HawkinsAsh	KerberRose	Schenck
Completeness	10	15	20
Firm Experience	25	25	30
Staff Members Qualifications	20	25	30
Costs	10	20	15
Total	65	85	95

The firms' proposed fees for 2014-2018 were as follows:

	HawkinsAsh	KerberRose	Schenck
2014	\$26,600	\$25,500	\$28,100
2015	\$27,100	\$26,300	\$28,600
2016	\$27,600	\$27,200	\$29,300
2017	\$28,100	\$27,800	\$29,800
2018	\$28,600	\$28,800	\$30,400

We believe that Schenck scored first for completeness due to among other things their detailed audit plan and specific departmental audit procedures included in the RFP. Their firm experience also appears greater than the others due to their extensive client profile of more than 300 government clients including 35 Wisconsin cities as well as a larger combined staff and experience to draw upon to service the City of De Pere. We believe Schenck's qualifications of staff members are superior to the others due to the increased number of both years and experience with cities the size of De Pere. KerberRose costs for the audit is roughly \$2,000/year less than the others and thereby scores first in this category.

We have attached the proposed fees from Hawkins Ash, KerberRose and Schenck. The proposals range from a total of \$25,500 to \$28,100 per year starting for 2014 and increasing slightly for 2015 to 2018. For comparison purposes our 2013 audit bid from Schenck was \$27,600. The RFP required the fee to include the single audit as well as assistance in the preparation of the government-wide GASB financial statements, an annual department review and the calculation of net unreimbursed costs for the six TID districts as was requested in the RFP.

As a result of a review of the RFP's and the corresponding scoring as indicated above, we recommend the City accept the bid of Schenck for 2014-2018 auditing services due to their increased experience and ability to service the City's needs. We believe these factors outweigh the additional costs of slightly over \$2,000 per year from the lowest bid of KerberRose. The additional costs would be offset in two ways by savings in staff time and fees in setting up the City's capital asset information and in completing required statutory TIF audits in 2015. First, we will save time since we will be able to electronically transfer our pre-2014 capital asset information that Schenck previously maintained into our capital asset software. This will save hours of input time and help us comply with the need to maintain our capital asset information internally as was noted in prior management letter comments. Secondly, we will also save staff time in preparing for TIF statutory audits and fees due to Schenck's familiarity with our historical TIF activity. Schenck also provides the City with quick turnaround time on accounting and payroll questions that come up throughout the course of the year at no additional cost as well as inexpensive training opportunities for payroll seminars. Feel free to call or email us should you have any questions.

RESOLUTION #15-06

AUTHORIZING AGREEMENT FOR AUDITING SERVICES BETWEEN
THE CITY OF DE PERE AND SCHENCK S.C.

WHEREAS, the City wishes to retain the services of a certified public accounting firm to audit the City's financial records on a yearly basis for the years ending December 31, 2014 through 2018, inclusive;

WHEREAS, Schenck S.C. has available and offers to provide personnel necessary to accomplish the required audit services within the required time frames; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Auditing Services Between the City of De Pere and Schenck S.C. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-06 (3034 : Resolution #15-06, Authorizing Audit Services Agreement with Schenck)

**AGREEMENT FOR AUDITING SERVICES BETWEEN
THE CITY OF DE PERE AND SCHENCK S.C.**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2015, by and between the City of De Pere, a Wisconsin Municipal Corporation ("City"), and Schenck S.C., a Wisconsin Service Corporation ("Consultant"):

WITNESSETH

WHEREAS, the City wishes to retain the services of a certified public accounting firm to audit the City's financial records on a yearly basis for the years ending December 31, 2014 through 2018, inclusive;

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

NOW THEREFORE, upon the mutual covenants and promises contained herein, City and Consultant agree as follows:

I. DESCRIPTION OF SERVICES

The services are as described in the City Request for Proposals – Auditing Services dated December 2014 (Exhibit A) and Consultants Proposal thereto dated January 6, 2015 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items as described in Exhibit A.

III. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

IV. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

V. CONFIDENTIALITY OF INFORMATION

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

VI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in the yearly completion of the services and that Consultant's work hereunder should be completed as per schedule shown in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VII. COMPENSATION

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The City agrees to pay, and the Consultant agrees to accept, compensation as identified in the Cost Proposal dated January 6, 2015 (Exhibit C), attached hereto and incorporated herein by reference. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

VIII. RESPONSIBILITY OF CONSULTANT

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

IX. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

X. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

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4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XI. ALLOCATION OF RISKS

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

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

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

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

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

XIV. INTEGRATION

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

XV. JURISDICTION

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

XVI. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVII. TERMINATION OF WORK

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

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for

filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XVIII. MEDIATION

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

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

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

XIX. NOTICES

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

If to City:

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

If to Consultant:

Schenck S.C.
Attn: Mike Konecny
2200 Riverside Drive
Green Bay, WI 54301

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

SCHENCK S.C.

By:

Print Name:
Title:

Print Name:
Title:

CITY OF DE PERE

By:

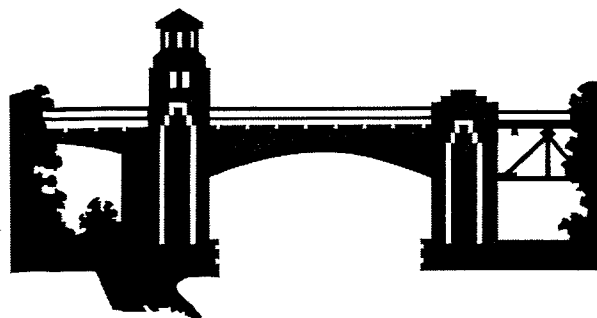
Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

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Auditing Services Agreement
Schenck S.C.
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City of De Pere, Wisconsin



Request For Proposal Auditing Services

December 2014

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A. PURPOSE OF REQUEST

The City of De Pere, Wisconsin (City) is requesting proposals for the purpose of retaining a certified public accounting firm (Firm) to audit the City's financial records. All detailed information needs are outlined in subsequent sections of this request for proposal (RFP). The term of the contract with the successful Firm shall commence no later than January 20, 2016 and shall be for the audit of the City's financial records for five successive fiscal years beginning with the year ending December 31, 2014.

Any inquiries/clarifications concerning the request for proposal should be directed in writing to the City Finance Director, Joseph G. Zegers via e-mail at jzegers@mail.de-pere.org and should be received no later than the date specified in the time schedule. No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for proposal at this time.

The City prohibits communication initiated by the respondent to any City official, representative for another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

This RFP seeks professional services, and statutory bidding laws do not apply.

B. TIME SCHEDULE

The City intends to use the following timetable for evaluation and selection of an auditing firm:

Week of December 19, 2014	Send out request for proposal (RFP).
January 6, 2015	Deadline for receipt of responses by the City. <u>No responses will be accepted after this date.</u>
January 13, 2015	Finance Committee Recommendation.
January 20, 2015	Council award of contract with Auditing Firm.

C. INSTRUCTIONS TO AUDITING FIRMS

1. All responses must be addressed to, and mailed or delivered to:

City of De Pere
Finance Department
ATTN: Joe Zegers
(920) 339-4041
335 S. Broadway
De Pere, Wisconsin 54115

2. Questions should be addressed to the Finance Department as shown above, by fax to (920) 330-9491, or via email to jzegers@mail.de-pere.org.

3. All proposals must be in writing, must be in a sealed envelope and clearly marked in the lower left corner: "Auditing Services Proposals." **All proposals must be received by 3:00 PM on January 6, 2015. Proposals received after that date and time will be rejected.** Proposals will not be opened publicly.
4. Fifteen (15) copies of each technical proposal must be provided. In addition, fifteen (15) copies of the cost proposal must be provided in a separate envelope from the technical proposal.
5. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City of De Pere to do so. The City may require the Firms selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as may result from negotiations.
6. No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the contract.
7. Amendment of proposals may be done as follows:
 - a. **By City:** Proposals may be amended by the City in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be mailed to prospective vendors **and must be signed and returned by the vendor as specified in the amendment.**
 - b. **By Firm:** Proposals may only be amended after receipt by the City by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the City.
8. Proposals may be withdrawn only in total, and only by a written request to the City prior to the time and date scheduled for opening of proposals.

D. DESCRIPTION OF ENTITY AND RECORDS TO BE AUDITED

The City of De Pere is located in Brown County, and is part of the Green Bay metropolitan area. Incorporated in 1890, the City of De Pere covers approximately 13 square miles and has a population of 24,180 (per state Department of Administration). The City operates under the Mayor-Council-Administrator form of government. The eight alderpersons represent four districts, serving two-year staggered terms, with one alderperson per district elected every year years. The Mayor is elected to serve a two-year term and serves as the City's chief executive and officer. The Administrator is appointed by the Common Council and serves as the City's chief administrative officer. De Pere provides a full range of services typical of municipal governments, including police, fire and emergency medical protection; public works activities such as highway and street maintenance, refuse and recycling collection, water, storm and wastewater utilities; health department; parks and recreation activities; community development

activities including planning and zoning enforcement, economic development, and construction inspection; and general and financial administration. As of the most recent debt issue in October, 2014, the City continues to maintain an AA+ rating from Fitch Ratings and an Aa2 rating from Moody's Investor's Service, Inc.

The City government includes 11 departments. The City employs 158 full time equivalent (excluding part-time and seasonal) employees. Primary responsibility for preparation of the Comprehensive Annual Financial Report rests with the City Finance Department. The City's fiscal year ends on December 31.

The City's 2015 adopted budget of approximately \$54 million includes approximately \$14 million for capital improvements. The remaining \$40 million funds a wide range of municipal services. A summary of the various funds used by the City is included in the prior years' Comprehensive Annual Financial Reports, management letters and 2015 Executive Budget. Visit the homepage of the City's Website, www.de-pere.org for these reports. The city's 2013 total payroll was \$10,051,604. Other payroll and retirement information is included in the City's financial statements.

The City has utilized Invision / Incode as its primary administrative software since 2005. The City currently uses the following modules: General Ledger, Time Entry, Accounts Payable, Accounts Receivable, Cash Collections, and Human Resources/Payroll. The City's water and sewer utility billings use Casselle Accounts Receivable Software.

E. BASIS OF ACCOUNTING

The City follows generally accepted accounting principles as applicable to governmental units in the preparation of its financial statements. The accrual basis of accounting is used for all governmental funds as well as for all proprietary funds.

Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

F. SCOPE OF AUDIT

The audit shall cover the entire financial operation of the City, and must be performed in accordance with generally accepted auditing standards as contained in the U.S. General Accounting Office Governmental Auditing Standards and the American Institute of Certified Public Accountants Industry Audit Guide, Audits of State and Local Government Units, and Government Accounting Standards Board.

The City will provide the audit firm with complete trial balances of all City funds. The City will also provide information for all government-wide adjustments necessary to complete the government-wide financial statements. The financial statements, including the notes to the financial statements, will be drafted by the audit firm. The City will review the completed financial statements and assume responsibility for the completion and accuracy of the information. An opinion will be expressed based on the examination of all individual funds and fund types.

The City currently has six TIF Districts. The annual audit should include a test of transactions, including a calculation of net unreimbursed costs, of each of the Districts. Any statutorily required TIF District compliance audits are not included in the proposal and will be contracted at a subsequent time when required.

G. REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. If applicable, a report on compliance and internal control over financial reporting based on an audit of the financial statements will also be issued.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts.

Reporting to the Common Council. Auditors shall assure themselves that the Common Council is informed of each of the following:

- 1) The auditor's responsibility under generally accepted auditing standard
- 2) Significant accounting policies
- 3) Management judgments and accounting estimates
- 4) Significant audit adjustments
- 5) Other information in documents containing audited financial statements
- 6) Disagreements with management
- 7) Management consultation with other accountants
- 8) Major issues discussed with management prior to retention
- 9) Difficulties encountered in performing the audit

In addition, the Firm will:

- 1) Attend Finance Committee and Common Council meetings to present the annual report to the council.

2) Perform a focused review of internal control or accounting procedures in certain City departments, selected annually at the discretion of the City, with a maximum of 16 hours of staff time allocated by the Firm annually. An applicable letter report to management regarding the results of such procedures is to be submitted to the City. Should the City choose not to have the Firm perform such procedures, the audit fee for the applicable year will be adjusted accordingly.

3) The work completion schedule includes the following deadlines for the fiscal year audited:

Preliminary fieldwork	December – January 2015
Final fieldwork	March – April 2015
Draft reports completed	Mid May

4) Provide the following number of copies of reports:

Opinion Letter for CAFR (if needed)	25
Annual Financial Report	25
Management Letter	25
Letter report regarding focused procedures	15

H. ASSISTANCE AVAILABLE TO SELECTED FIRM

The City has been audited by Schenck, Certified Public Accountants. Previous audit workpapers prepared by Schenck will be made available for inspection after the selection of an audit firm has been completed.

The primary contacts for the audit will be the Finance Director and City Clerk/Treasurer. Other Finance Department Staff and other City staff will be available to provide information and explanations as required. The organizational chart for the City is on the last page of this RFP.

The City will provide adequate office space, office furniture, photocopying, telephone and fax service at no cost to the auditor.

I. TERMS AND CONDITIONS

Insurance

All proposals must include either a description of the Firm's insurance or a certificate of insurance outlining the Firm's insurance policies which evidence compliance with the requirements contained herein. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such insurance shall be primary. Prior to execution of the written contract, the successful Firm shall furnish the City with a Certificate of Insurance listing the City as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement.

Failure to submit an insurance certificate, as required, can make the contract voidable at the City's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by City of De Pere.

Applicable Law

Any law suits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin, and the City and successful Firm shall submit to the jurisdiction of the Circuit Court for such lawsuits.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm without the written consent of the City.

Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The Firm agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Firm, its employees, agents or subcontractors.

Contract Period

The term of this contract shall commence no later than January 16, 2015. The contract will be for five (5) years.

Termination of Contract for Cause

If through any cause, the Firm shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Firm specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this contract shall, at the option of the City, become the property of the City of De Pere (including electronic files and data).

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Firm, and the City may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due to the City from the Firm is determined.

Auditor Access

All parties contracting with the City shall, upon request, provide access to and furnish the city auditors with requested information, records and reports regarding powers, duties, activities, organization, property, financial transactions, methods of operation, or any and all other records, reports or information in their custody. In addition, they shall provide access for the auditors to inspect all property, equipment and facilities within their custody.

Working Papers

Audit working papers must be retained for at least seven years from the final year of the audit engagement, and be made available for examination by authorized representatives of the cognizant federal or state audit agencies, General Accounting Office, the City, successor auditors (if appointed), and/or any other parties authorized by the City of De Pere.

J. TECHNICAL PROPOSAL REQUIREMENTS AND PROPOSAL FORMAT

In order for the committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals **must** be submitted according to this format. Each proposal should be bound, include a table of contents and be separated by section and tabbed with the proposal heading. **NOTE: There are to be no costs/fees included in the technical proposal.**

Your proposal should provide a straightforward, concise description of the proposed delivery of services and your ability to achieve the same in the format provided. Emphasis should be on completeness and clarity. Unnecessarily elaborate brochures, artwork or other presentations beyond that sufficient to present a complete and effective proposal **is not desired**.

Title Page

The proposal should identify the subject, the name of the Firm, address, telephone number, fax number, e-mail address, name and title of the contact person, and date of submission. The response should confirm that the proposal is effective for ninety (90) days from the date submitted.

Table of Contents

The table of contents of the proposal should include a clear and complete identification of the material submitted by section and page number.

Letter of Transmittal

The letter of transmittal should summarize the following information:

1. A brief understanding of the services to be performed.
2. A positive commitment to perform the services as specified.
3. The name(s) of the person(s) authorized to represent the Firm; their title, address, telephone number, fax number and e-mail address if different from the individual who signs the transmittal letter.

Certification of License to Practice in Wisconsin

Firm must affirm that they are licensed to practice as Certified Public Accountants in the State of Wisconsin. Firm must also affirm that they do not have a history of substandard work.

Certification of Independence

Firm must certify that the firm, partners and all staff members assigned to the engagement are free from impairments to independence with respect to the City of De Pere, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. Firm must commit to maintaining an independent attitude and appearance through the full term of the engagement.

A. Profile of the Firm

This section should include information on:

1. The type of organization and size of the Firm.
2. The location of the office from which the work is to be performed, and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.
3. The length of time the Firm has been in existence, as well as the length of time the Firm has been performing audits of local governments.

B. Firm's Qualifications

This section should include the following:

1. Resumes of all key staff members to be assigned to the engagement. The resumes should include experience and educational information relative to the work proposed. In addition, list detailed time commitments of all key staff members. The Firm shall not replace any key staff member without approval of the City, whose approval will not be reasonably withheld. The resumes may be included as an appendix.
2. Description of the Firm's recent experience with local government audits of local government clients similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.
3. Information regarding the Firm's participation in or with the Government Finance Officers Association, Governmental Accounting Standards Board, American Institute of Certified Public Accountants, Wisconsin Institute of Certified Public Accountants, government accounting forums, government cognizant agencies and other organizations.
4. A description of the Firm's quality control procedures and audit review process.
5. Any other information relevant to the Firm's qualifications for the proposed engagement. This could include library or research facilities, specialized technical expertise, EDP resources, etc.
6. The Firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years. In addition, the Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations

C. Firm's Approach to the Examination

1. An outline of the work plan for the audit, including the following:
 - a. A description of the basic audit program.
 - b. Use of statistical sampling.
 - c. Use of EDP audit or other technical specialists.
 - d. Organization of audit team and approximate percentage of time spent on audit.
 - e. Sample management letter.
 - f. Typical assistance expected from government's staff.

- g. Tentative schedule for completing audit within the time required.
2. An outline of the estimated hours for each segment of the engagement, in the following format:

	2014	2015	2016	2017	2018
	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>
Segment					
Partner					
Manager					
Supervisor					
Senior					
Staff					

K. COST PROPOSAL

The cost portion must be provided as a separate document from the technical proposal. It will be scored separately and not opened nor considered by the reviewers until the technical evaluation is completed. Do not make references to costs anywhere else in the proposal.

The cost proposal should include a "not to exceed" fee for each year, inclusive of all costs. This will be the cost to be used in determining point scores for cost evaluation purposes. Any special projects outside the scope of this request would be negotiated separately.

A schedule of rates for each staff category should be provided by year in the following format:

	2005	2006	2007	2008	2009
	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>	<u>Hrs.</u>
Category					
Partner					
Manager					
Supervisor					
Senior					
Staff					

L. EVALUATION OF PROPOSALS

The following factors will be considered in evaluating the proposals:

- | | | |
|----|--|--------------------|
| 1. | The completeness of the proposal, including scope, approach and detailed work plan. | 0-20 points |
| 2. | Firm experience in auditing local governmental units, OMB Circular A-133 audits, GASB 34, etc. Governmental references will also be considered here. | 0-30 points |
| 3. | Qualifications of staff members that would be assigned to the audit. Education, position in the firm, years and type of experience as shown on the resumes will be considered. | 0-30 points |
| 4. | Not to exceed costs. | <u>0-20 points</u> |
| | Maximum total points | 100 points |

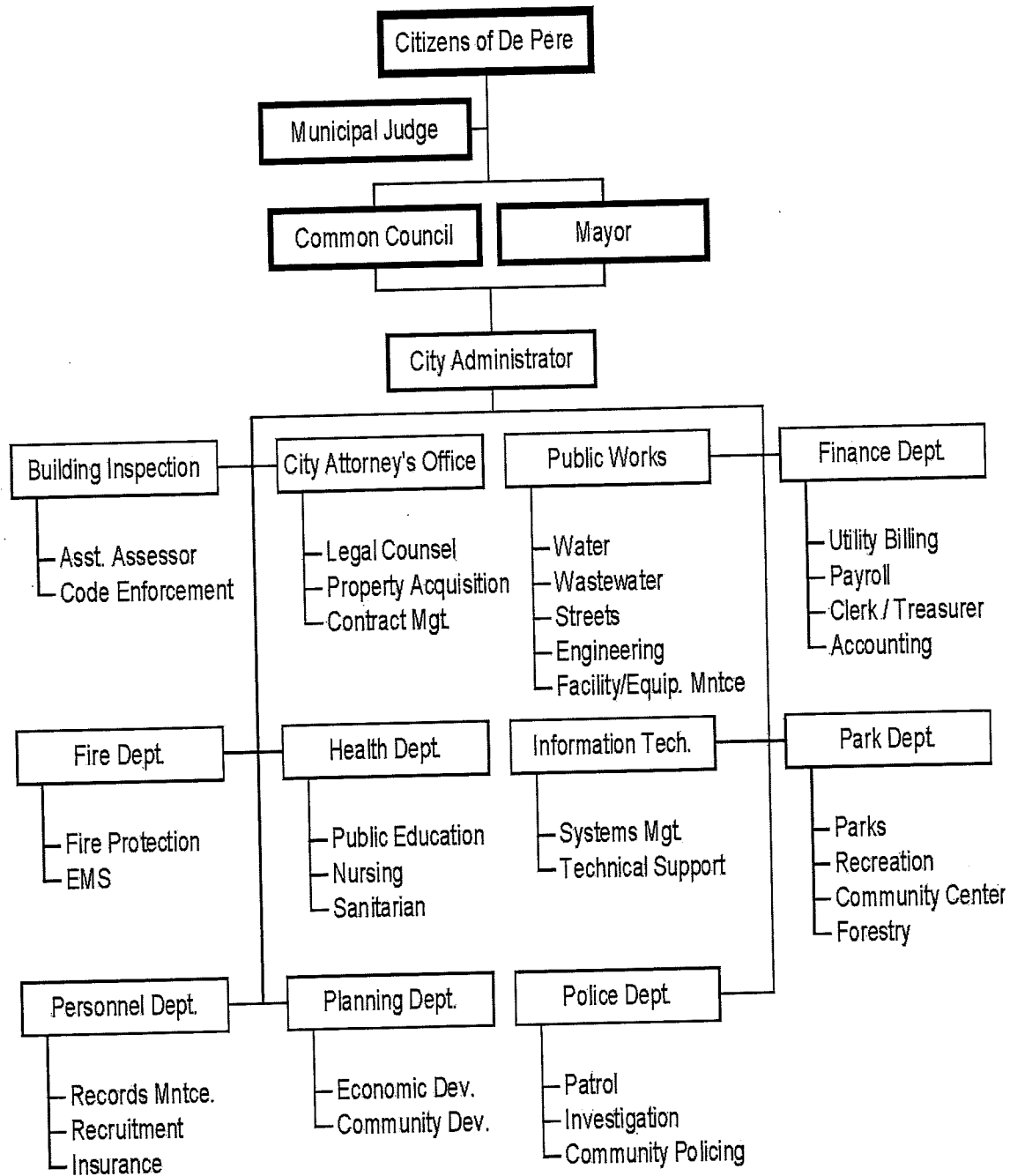
M. PROFESSIONAL SERVICES CONTRACT

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the Firm's technical and price proposals, and any other written offers/clarifications made by the Firm and accepted by the City, will be incorporated into a contract between the City and the Firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Common Council, execution of the contract by the proper City officials, and delivery of the fully-executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful Firm. The contract may be amended only by written agreement between the Firm and the City of De Pere.

City of De Pere Organization Chart



TECHNICAL REQUIREMENTS

Financial Statement Audit Services for

City of De Pere



January 6, 2015

Schenck SC

**For more information,
please contact:**

Mike Konecny, CPA
Shareholder
920-455-4112
920-617-2510 (fax)
mike.konecny@schencksc.com

Tom Karman, CPA
Shareholder
920-455-4111
920-617-2512 (fax)
tom.karman@schencksc.com

2200 Riverside Drive
Green Bay, WI 54301-1908
920-436-7800
schencksc.com



Schenck
SC
CPAs AND SO MUCH MORE.

Exhibit B



Schenck
SC
CPAs AND SO MUCH MORE.

January 6, 2015

Joe Zegers, Finance Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

Dear Joe:

Thank you for inviting Schenck to submit this proposal to provide audit services for the City of De Pere. We are committed to providing you with high quality, timely and personalized service. In addition, our significant experience serving government organizations throughout Wisconsin allows us to perform our services efficiently and add value.

Our proposal represents a firm and irrevocable offer to perform the audit of City of De Pere for the fiscal years ending December 31, 2014, 2015, 2016, 2017 and 2018. Our proposal represents a firm and irrevocable offer for ninety (90) days. We will meet your timing requirements for your audit as described in your RFP.

Our professionals will invest the time to fully understand your city and your goals in order to improve your financial strength and efficiency. Benefits to working with Schenck include:

- Deep experience in the government sector: with more than 300 governmental clients including 35 Wisconsin cities, we understand your government's accounting and financial needs
- Experienced auditors who focus solely on serving government entities, and who can help you maintain GASB compliant data
- A constructive management letter providing insightful suggestions for improvements and efficiencies in your procedures
- An annual review of your city's procedures and controls, as part of our audit

We appreciate this opportunity, and look forward to continuing our long-term relationship with the City of De Pere. Please contact either of us if we can provide further information on our firm or our proposal.

Sincerely,

Mike Konecny, CPA
Shareholder

Tom Karman, CPA
Shareholder

2200 Riverside Drive
Green Bay, WI 54301-1908
920-436-7800



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Service that exceeds your expectations

The Schenck Way

More than 80 years in business have taught us that clients want three key things from their CPA firm: regular communication, proactive ideas and solutions, and clear and accurate billing. To make sure we're meeting your expectations in each of these areas, we developed a set of client service standards that are followed by every employee in each of our offices. We call this philosophy of client service "The Schenck Way."

As our valued client, what does that mean for you?

- **Accessibility.** You'll always know how you can reach your account team—if we're not readily available for some reason, our voicemail greetings and email responses will let you know who can help in the meantime.
- **Timely service.** Expect financial statements and other reports and filings prepared in a timely manner to comfortably meet your deadlines. No last minute fire drills.
- **Face time.** Technology makes communication easier and faster than ever before. But we believe it's important to also meet with you in person on a regular basis, to discuss your goals and your direction, to provide our input as your advisor, and to get your feedback on how we're doing and how we can help.
- **Proactive advice.** We translate the insight we gain through serving you into ideas and opportunities to strengthen your organization. Because you'll work closely with the senior leaders of your service team, you can expect practical and constructive ideas throughout the year to help you achieve your goals.



- **Timely alerts and updates.** Like all government organizations, City of De Pere is affected by new accounting, reporting, and other business developments on a regular basis. We help you stay one step ahead through our Audit Central alerts, other email communications and regular educational events.
- **Clear and accurate invoices.** Our "no surprise" billing policy means just that—no charges for unexpected "out of scope" work.

As a key advisor to your government, we take these responsibilities seriously and work hard to exceed your expectations.

RFP responses

Insurance

All proposals must include either a description of the Firm's insurance or a certificate of insurance outlining the Firm's insurance policies which evidence compliance with the requirements contained herein. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City.

Schenck SC confirms that it maintains insurance coverage in excess of the minimum requirement. If requested, the firm will furnish the City with an appropriate Certificate of Insurance.

Certification of License to Practice in Wisconsin

Firm must affirm that they are licensed to practice as Certified Public Accountants in the State of Wisconsin. Firm must also affirm that they do not have a history of substandard work.

Personnel assigned to your engagement in any supervisory capacity will be licensed Certified Public Accountants of the State of Wisconsin. Schenck SC is licensed to practice in Wisconsin and Michigan.

Certification of Independence

Firm must certify that the firm, partners and all staff members assigned to the engagement are free from impairments to independence with respect to the City of De Pere, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. Firm must commit to maintaining an independent attitude and appearance through the full term of the engagement.

In accordance with government auditing standards, Schenck is independent of City of De Pere. Schenck has no existing relationships that would jeopardize our independence or our ability to meet your professional accounting services needs.

Profile of the Firm

This section includes information on:

- 1. The type of organization and size of the Firm.**
- 2. The location of the office from which the work is to be performed, and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.**
- 3. The length of time the Firm has been in existence, as well as the length of time the Firm has been performing audits of local governments.**

At Schenck, we focus on providing high quality service to our clients, who rely on us as their advisor of choice for accounting, audit, tax and consulting solutions. Our understanding of the demands our clients face, combined with a sincere concern for their success and continued growth, has driven our success over the past 80-plus years. Today, more than 500 Schenck employees serve clients throughout the Midwest from eight Wisconsin office locations.

Schenck's Government industry team has been serving government clients since 1930 and presently audits hundreds of public organizations, including counties, municipalities, school districts, utilities and other governmental units. This team of six shareholders and more than 40 employees focuses almost exclusively on providing services to governmental and not-for-profit clients. Our government audit team is located in four Schenck offices. Your audit would be completed by our government team from our Green Bay office which consists of four shareholders, six managers, two supervisors, ten seniors and thirteen other professional staff.

At Schenck, our goal is to be not just your audit firm, but your financial advisor of choice to help you take advantage of new opportunities and address your challenges.

As government specialists, we not only perform the required audit procedures, but we are always on alert for situations where your operations could be more efficient or internal controls could be strengthened. Some of our clients have experienced revenue increases or cost savings in excess of their annual audit fee by implementing the recommendations in our management letter.

We bring the right resources to serve you:

- Professionals who specialize in serving government organizations, who can help you enhance your efficiency and effectiveness
- New ideas and trusted business advice from the leaders of your engagement team
- Additional specialists to help you save money and enhance profitability
- Knowledgeable staff who are current on laws, regulations and reporting requirements

Your engagement team leaders, Mike Konecny and Tom Karman, understand the environment government entities are facing today, and are committed to your success.

CPAs and so much more

Our Government industry team members stay current on the trends and changes affecting our clients by sharing expertise and attending industry-specific events and training. You can expect proactive solutions and advice that helps you save money and strengthen your organization financially.

Our expertise serving government clients also includes:

- Internal control reviews
- Information technology consulting and system implementations
- Industry benchmarking
- Human resources consulting
- Payroll preparation and filing of quarterly payroll tax returns
- Documentation of accounting policies and procedures

Plus, we provide clients with frequent training and educational opportunities, including our webinar series on topics such as the GAO's revisions to Government Auditing Standards and preventing workplace fraud.



Schenck is a member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center, which helps us achieve the highest standards in performing quality governmental audits.

Firm's Qualifications

This section should include the following:

- Resumes of all key staff members to be assigned to the engagement. The resumes should include experience and educational information relative to the work proposed. In addition, list detailed time commitments of all key staff members. The Firm shall not replace any key staff member without approval of the City, whose approval will not be reasonably withheld. The resumes may be included as an appendix.**

We've assembled a team of experienced professionals to meet the needs of City of De Pere. The following individuals, all of whom are licensed to practice as CPAs in Wisconsin, will supervise all services provided to your organization. Detailed biographies of each have been provided in Appendix A.

Team member	Title	Role	Contact information
Mike Konecny	Shareholder	Lead all audit services to City of De Pere for the 2014 audit	920-455-4112 mike.konecny@schencksc.com
Tom Karman	Shareholder	Assist in completion of the 2014 audit and lead all audit services for audits in subsequent years	920-455-4111 tom.karman@schencksc.com
Scott Sternhagen	Manager	Lead planning, fieldwork and financial statement preparation	920-455-4132 scott.sternhagen@schencksc.com
Sue Pable	Manager	Technical review and GASB statement coordinator	920-455-4305 sue.pable@schencksc.com

During the 2014 audit we will begin to transition the audit shareholder role to Tom Karman. Mike Konecny will be retiring in 2016 and will be available to assist Tom in the transition.

Continuing professional education

A few of the training seminars attended by members of our government team include:

- National Government Finance Officers Association Annual Conference
- National Governmental Accounting & Auditing Update
- WICPA/WGFOA Quarterly Conferences
- WICPA Local Government Accounting Conference
- Single Audit Requirements
- Yellow Book Government Auditing
- Various in-house seminars and meetings

Schenck or our professionals are members of the following professional organizations:

- Wisconsin Government Finance Officers Association
- National Government Finance Officers Association
- American Institute of Certified Public Accountants
- Wisconsin Institute of Certified Public Accountants
- WICPA Local Government Accounting Committee
- Ad Hoc Committee to State of Wisconsin - Single Audit Guidelines
- WICPA Department of Public Instruction Committee

A consistent engagement team

Our Schenck team will remain consistent from year to year, providing you several benefits:

- Efficient service, reducing your time investment and keeping your costs down
- A team at Schenck to reach out to with questions throughout the year
- Proactive and practical advice to strengthen your government from professionals who understand your organization

2. Description of the Firm's recent experience with local government audits of local government clients similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.

One of the best ways to learn about the quality of service we provide is to talk to some of our other clients. Listed below are a few client references. We encourage you to check with these clients to learn firsthand about the services and solutions we provide.

Name, title & contact information	Organization	Engagement partner	Scope of work	Dates served	Total hours
Karen Simons, Clerk-Treasurer 920-468-5225	Village of Bellevue	Mike Konecny	Audit	2001 to present	220
Steve Corbeille, Finance Director/Treasurer 920-686-6960	City of Manitowoc	Tom Karman	Audit	1980 to present	350
Hal Wortman, Director of Admin 920-322-3405	City of Fond du Lac	Tom Karman	Audit	2003 to present	400

A complete list of our county, city, village and town clients is included in Appendix C.

3. Information regarding the Firm's participation in or with the Government Finance Officers Association, Governmental Accounting Standards Board, American Institute of Certified Public Accountants, Wisconsin Institute of Certified Public Accountants, government accounting forums, government cognizant agencies and other organizations.

Schenck government personnel are extensively involved in the national and state Government Finance Officers Associations. Tom Karman has been an officer in the state organization and he, along with other Schenck shareholders and managers have been frequent speakers at quarterly meetings. Many of our staff routinely attend both the GFOA national conference, as well as, quarterly state meetings. Also, all of our professional staff annually complete continuing education in excess of the requirements of government auditing standards and include various seminars sponsored by the AICPA and WICPA.

4. A description of the Firm's quality control procedures and audit review process.

All Schenck attestation services, including all governmental audits, are completed under the guidelines set forth in the firm's quality control document. Adherence to the guidelines is monitored by the firm's Director of Quality Control and includes independent reviews of work papers and final reports before issuance of any financial statements. Annual internal inspections are also completed whereby additional reviews are completed of a sample of each type of attestation work.

In addition, the firm has a peer review completed every three years as required by government auditing standards. Our peer report, representing an unmodified opinion is in Appendix B.

5. Any other information relevant to the Firm's qualifications for the proposed engagement. This could include library or research facilities, specialized technical expertise, EDP resources, etc.

Schenck is able to provide other requested services to our municipal clients from our various consulting teams. Our consulting teams available for expanded municipal engagements include the following: Human Resources, Process Improvement and Risk Management. Services completed by our Risk Management consultants include an in-depth analysis of automation and computer controls. Many of our clients have made changes to their organizations because of recommendations included in special studies and consulting engagements. In their opinion, the implementation of the recommendations has resulted in more effective and efficient delivery of services.

6. The Firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years. In addition, the Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations

Federal and state agencies have routinely performed desk reviews or field reviews of our audits, and have noted no problems. Schenck has assisted the State of Wisconsin in reviewing draft copies of audit programs for the State, and presented at conferences on single audit issues. Our firm has never been subject to disciplinary action by any federal or state agency.

Firm's Approach to the Examination

An outline of the work plan for the audit, including the following:

- 1. A description of the basic audit program.**
- 2. Use of statistical sampling.**
- 3. Use of EDP audit or other technical specialists.**
- 4. Organization of audit team and approximate percentage of time spent on audit.**
- 5. Sample management letter.**
- 6. Typical assistance expected from government's staff.**
- 7. Tentative schedule for completing audit within the time required.**

Scope of engagement

The purpose of our engagement will be as follows:

1. We will express an opinion on the fair presentation of the City of De Pere, Wisconsin's basic financial statements in conformity with accounting principles generally accepted in the United States of America for years ending December 31, 2014, 2015, 2016, 2017 and 2018. As part of our audit, we will also perform audit procedures and express an opinion on the City's non-major governmental, enterprise and internal service funds presented as supplemental information in the City of De Pere, Wisconsin's Annual Financial Report (full-scope audit). In addition, we will perform limited procedures on the City's required supplementary information (Management Discussion and Analysis (MD&A) and budgetary comparisons of the City's general).

Our audit quote includes helping the City to implement any new accounting standards which may arise during the term of our contract. As indicated in our qualifications section, Sue Pable, manager within the government & not-for-profit group, is available for consultation throughout the year and available to all our clients to assist them in implementing new GASB standards. Because of the size of our practice, we are able to dedicate a manager to quality control and client assistance.

2. We will also issue a management letter to the City which will include an independent auditors' report on internal control and compliance as required by government auditing standards generally accepted in the United States of America. This report will disclose any significant deficiencies or material weaknesses in the City's overall internal control structure that we observe during our audit. Since our staff work exclusively with government entities, we have developed internal control checklists which we will be reviewed with City personnel throughout the audit. We will also include financial analysis of various City funds and any other suggestions for improvements to City policies or procedures, including our responsibilities as auditors, in your management letter.

As part of our engagement, we will also be testing your compliance with the laws of the State of Wisconsin and applicable federal regulations. Because we have extensive experience auditing Wisconsin municipalities, we have developed a listing of applicable laws and regulations that we annually test the City's compliance.

3. If the City expends at least \$500,000 in federal awards in any year under contract, we will complete the City's single audit report. The purpose of a single audit is to express an opinion on the City's compliance with requirements applicable to each of the City's major federal and state programs and internal control over compliance in accordance with *U.S. Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations* and the *State Single Audit Guidelines* issued by the Wisconsin Department of Administration.

Our audit engagements will be performed in accordance with auditing standards generally accepted in the United States of America as promulgated by the American Institute of Certified Public Accountants (AICPA) and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

An engagement made in accordance with the above standards, is subject to certain limitations and the inherent risk that errors or irregularities, if they exist, will not be detected. However, if, during the course of our engagement, we become aware of such errors or irregularities, we will bring them to your attention. Should you then wish us to expand our normal auditing procedures, we will be pleased to work with you on developing a separate engagement for that purpose. No extended services will be performed unless they are authorized in an amendment to the original audit contract.

Audit philosophy

While each Wisconsin governmental entity has many similar characteristics, we believe extensive communication with our clients during the audit and throughout the year is essential to fully understand the unique characteristics and the specific circumstances of your engagement. We use this understanding to effectively plan your engagement by tailoring our audit programs to effectively and efficiently complete your audit.

Our policies toward staffing engagements require a "hands on" approach, which requires a higher percentage of shareholder and manager hours on audit fieldwork compared to most other CPA firms. Both Mike Konecny and

Tom Karman will be involved and oversee all aspects of the audit engagement, including field work. We believe this practice provides for higher quality auditing services.

Both Mike Konecny and Tom Karman are available throughout the year to meet with City personnel to address any issues or concerns. Mike Konecny and Tom Karman will also update you on the status of the engagement, areas of concern that have arisen and any other issues that have come to our attention throughout the audit. Communication with members of the engagement team and representatives of the City of De Pere is an integral part of performing an audit at the level of services you desire.

Segmentation of audit engagement

Because many issues facing the City effect both governmental and proprietary fund operations, we will staff the City's audit utilizing a one-team audit approach. In our opinion, this increases audit efficiency by allowing us to combine certain audit procedures over all City funds, reducing interruptions of your staff.

Since staff assigned to the City's engagement team work primarily on governmental audits, all supervisory staff have extensive experience with issues affecting both governmental and proprietary fund operations. By utilizing a one-team audit approach, City personnel can contact either Mike Konecny or Tom Karman with any issue throughout the year.

Level of staff and number of anticipated hours

Our audit will be conducted in three phases. Hours by staffing level for each phase is summarized in the following table:

	Estimated Annual Hours for Years 2014 to 2018			
	Preliminary	Interim	Final	Total
On-site audit fieldwork team:				
Shareholders	8	16	24	48
Manager	8	24	40	72
Senior Accountants	4	24	24	52
Staff Accountants		24	24	48
Quality control manager			4	4
Administrative			16	16
Total	20	88	132	240

Sample size and sampling techniques

Sample sizes vary by type of test and expected variations and generally range from 25 - 60 items per test, based on nationally recognized sampling guidance. We will utilize both statistical and non-statistical sampling techniques throughout the audit based on our expectation of results and the purpose of the procedure.

In many instances, we like to use judgmental sampling procedures, which allow us to use our experience in auditing governments to choose a specific type of sample that we feel best tests the specific transactions we are reviewing. We believe the audit procedures we perform give us better results in our testing of various general and departmental transactions.

Extent of use of information technology in the engagement

Schenck SC utilizes technology to improve audit efficiency, as summarized below:

- All audit files are totally paperless. Information provided by City personnel in either a Word, Excel, or PDF format is easily downloaded directly into our audit file. This makes it very efficient to e-mail requested documents to us to avoid postage and reprinting. It also allows us to easily communicate information between audit team personnel located in different offices. Finally, we are able to easily retrieve data from your audit file and answer any questions you may have even when we are not physically located in our offices.
- An integrated trial balance database, with grouping lists based on financial statement categories and funds, is used to generate financial statements and lead schedules for preparation or review purposes.
- We also use IDEA® - Data Analysis Software to enhance our auditing and analytical capabilities, detect fraud and meet documentation standards. IDEA® - Data Analysis Software allows you to quickly import, join, analyze, sample and extract data from almost any source, including reports printed to a file.
- Audit standards also require us to customize audit programs based on control and environmental risks. We utilize PPC Smart Practice Aids® to generate audit programs and have developed customized audit procedures specific to Wisconsin municipalities to incorporate into PPC Smart Practice Aids®. After completing preliminary and interim audit procedures to understand the unique characteristics of your engagement and internal controls, we will generate customized audit programs to efficiently and effectively complete your audit, concentrating audit procedures on riskier or more difficult to audit areas.

Analytical procedures

Analytical procedures are an integral part of our audit process. As required by auditing standards, we use analytical procedures in both audit planning and final financial statement review. In addition, we use analytical procedures throughout the audit as substantive tests, where appropriate, based on our risk assessment and designed audit programs. The following are typical areas where we use analytical procedures:

- Comparison of current year actual results with prior year actual and current year budget balances to identify unusual or unexpected fluctuations based on our audit expectations. Preliminary analytical procedures have an integral part of the planning and audit program generation process.
- Obtain non-financial data and compare the relationship of non-financial data with actual results. For example, we will utilize water consumption data and pumping statistics, including quantities of purchased water, to evaluate water and sewer sales. We may analyze number of building permits issued to evaluate permit revenue.

Procedures to gain understanding of the City's internal control structure

While financial system processing controls are extremely important in a computerized accounting environment, they represent only a portion of the total system of accounting controls. Our review of the City's internal accounting controls is not only designed to help plan our audit procedures, but also to identify ways for the City to improve its accounting systems.

Our approach to gaining an understanding of your internal control structure will consist of the following:

Documentation of the City's internal control structure. During our preliminary audit phase, we will obtain available documentation (policies and procedures, organizational chart, 2014 minutes, 2014 and 2015 approved budgets, financial management policies, etc.) to identify systems where we will need to understand the City's internal control policies and procedures to properly plan the audit.

Because of our extensive experience in performing governmental audits, we have developed internal control questionnaires that our staff will review with applicable staff of the City. We would communicate to you prior to our interim phase the individuals and records needed to complete our documentation of internal controls, including estimated time frames. We try to be always cognizant that your staff's daily responsibilities continue throughout our audit and therefore minimize disruptions.

We plan to select a sample of payroll and cash disbursement transactions to determine that expenditures are properly authorized, supported and classified. As part of our disbursement testing process we also incorporate testing of credit card and electronic banking transactions. We would also select a sample of accounts receivable, utility billing and cash receipt transactions to verify City procedures. Finally, we will review budget amendments and ensure approved amendments are appropriately posted to the City's general ledger. These transactions will also be used to test the City's computer system.

Finally, as noted in the detailed audit plan section of this proposal, we would include certain procedures at City department levels. While the City may have centralized certain receipt functions, we find supporting documentation for many transactions of the City originate in departments. We therefore believe it is essential to periodically test procedures in City departments for the following reasons:

- 1) Based upon our experience with city governments, we may be able to suggest improvements in the financial operations of your departments.
- 2) An annual review by outside auditors tends to decrease the potential for cash mismanagement or misappropriation in departments.

We have developed audit programs for city departments that allow us to concentrate our audit testing on issues specific to each department. This allows us to test departmental operations effectively and efficiently.

The overall objective of testing department operations will be to obtain and document an understanding of the internal control structure of the department by testing of an appropriate number of transactions through the accounting system. Any weaknesses or suggestions for improvement noted during this review will be communicated to appropriate City personnel with our recommendations for improving present procedures.

Our review of your internal control systems and procedures will allow us to evaluate the control strengths and weaknesses in each of the City's functional areas and to concentrate our tests where the controls are the weakest, thereby preventing unnecessary and excessive detail testing.

Compliance with applicable laws and regulations

Because of our experience with Wisconsin municipalities, we have identified over twenty specific Wisconsin statute and administrative code references that we test for compliance during our audit. The statutes include items such as payroll, sales tax, Wisconsin retirement, budgeting, property tax levy and collection, public contracts, related party transactions, fees and fines, and others and are tested annually.

Single Audit samples

The sample sizes we choose for testing specific audit testing and grant compliance in accordance with the requirements of the federal and state single audit are based upon our firm's "in-house" individualized sampling plan. Sample sizes are consistent with guidance provided in a nationally recognized provider of audit programs to CPA firms. The firm's sample sizes have been included in the Single Audits of our governmental clients that have been reviewed by the federal and state agencies and have been deemed to be appropriate.

Each member of the audit team uses a laptop computer with audit programs, OMB A-133 compliance supplement, the *State Single Audit Guidelines* and other information readily available to efficiently complete the engagement.

Detailed audit plan

Preliminary phase

Because of our experience and knowledge auditing Wisconsin municipalities, the transition to new auditors should not be a difficult or time consuming process. We will accomplish the transition during the pre-audit meeting and preliminary fieldwork. Our pre-audit meeting will be a get-acquainted meeting to set the audit schedule, discuss problem areas you want special attention given during the audit and answer any questions on procedures, etc. Prior to our preliminary phase, we would request copies of relevant documents, manuals, debt agreements, leases, contracts, etc. that we will need in our permanent files and also secure the necessary audit workpapers from the previous auditor.

The preliminary phase of the audit involves understanding your unique characteristics and the specific circumstances of your engagement sufficiently to plan your engagement and tailor our audit programs to effectively and efficiently complete the audit. Procedures during the preliminary phase consist of the following:

1. Interview management employees for their input as to problem areas during the year and for any areas that may pose difficulties in auditing the City. Statement of Auditing Standard No. 99 also requires us to communicate with other employees within the City throughout the audit.
2. Obtain an understanding of the City's internal and administrative control systems sufficient to plan the engagement.
3. Review the Council and Finance minutes to obtain an understanding of current issues affecting the City. We also look for indications that additional revenues will be received by the City, such as land or equipment sales or new grant programs, or areas where increased or additional fees are authorized. We then use this information as part of our audit testing in an effort to determine that the City is receiving the revenue it is entitled to.
4. Determine such items as risk factors and materiality limits. After gaining an understanding of the system and testing the same, we are in a position to determine and document the various risk factors and materiality limits, which will guide the remainder of the work.
5. Perform a risk assessment, if required, based on guidance contained in OMB Circular A-133 and the *State Single Audit Guidelines* to determine the City's major federal and state financial assistance programs. Because of our extensive knowledge and experience with many of the programs administered by the City, we are able to efficiently assess risk for each federal and state financial assistance program. Inquiries will be made with City personnel regarding any potential concerns they may have with any federal or state program as part of this assessment. The results of our assessment will be communicated to the respective City personnel.
6. Perform a preliminary analytical review of revenue and expenditure accounts using the City's approved budget and comparing significant balances to the interim financial statements for unusual differences. We would also compare current year actual totals with prior years and investigate unusual changes.

Our objective during the preliminary phase is an overview of the City's internal control policies and procedures and is generally completed in our audit to plan preliminary fieldwork. As indicated previously, we would anticipate spending a day on site during the initial year audit to review the City's organizational chart, budget documents and financial operations manuals and procedures.

We then will tailor our audit procedures to your specific needs and develop detailed time budgets and tentative staffing schedules. We will review these plans with you and agree upon specific dates when our interim and final phases of the engagement will be performed paying careful attention to your reporting deadlines.

A detailed audit plan will be developed based on the results of our preliminary audit fieldwork. This audit plan, including a list of all client prepared work papers, will be discussed with appropriate City personnel. This document has been found to assist clients in planning their schedules as we realize they must still attend to their day-to-day responsibilities during our audit. Our audit plan will be communicated prior to December 1 each year.

Interim phase

A portion of our audit will be completed at an interim period. The interim phase would normally include the performance of detailed tests and analytical procedures, as well as, devoting substantial attention on problem areas identified during our review and evaluation of internal controls and assessment of audit risks.

Most of our interim work will be performed at a time when your staff is least burdened. This allows us to balance our workload while disrupting the routine of your personnel as little as possible.

Our interim work will concentrate on performing procedures to further understand and document the City's internal control structure, including testing certain transactions at the City's departments and proprietary fund operations. Examples of audit procedures performed at City departments follows:

City Clerk

We will analytically review recorded revenues based on statistical data like number of licenses and permits issued, etc. We will also take a sample of license approvals in minutes to actual receipt, or verify the City's system for tracking payments.

Community Development

Review the department's role in managing the City's revolving loan fund program. Obtain repayment schedules and documentation supporting monitoring efforts of the department.

Fire Department

Review the department's procedures over monitoring ambulance and other billings issued by the department. As part of our review, we would evaluate the relationship with the billing company overseeing ambulance billings for the City.

Building Services/Inspection

As part of our audit, we would recalculate fees assessed based on the department's fee schedule and analytically review recorded revenues based on statistical data like number of permits issued, etc.

Parks Department

We would review procedures over fees, including an analytical review of the municipal pool operations. An analytical review of recorded revenues based on approved budget and prior year amounts would also be performed.

Police Department

We would review procedures over the accountability of parking tickets and traffic citations, including the City's procedures over collection and monitoring of outstanding parking tickets. We will also analytically review recorded revenues based on approved budget, number of citations issued, etc. for determining reasonableness.

Wastewater Utility

As part of our audit, we would select customer billings for agreement to utility approved rates. In addition, we would analyze revenues and expenses based on budget and prior year activity to determine areas where additional audit attention may be warranted. We will review the system for accumulating costs of utility construction work orders and recording completed assets.

Water Utility

As part of our audit, we would select customer billings for agreement to utility approved rates. In addition, we would analyze revenues and expenses based on budget and prior year activity to determine areas where additional audit attention may be warranted.

Other procedures generally performed at Interim

In addition to internal control testing, we also like to accomplish certain tasks which can be easily updated at final as follows:

- a) The tax roll and municipal treasurer's settlement for the current year will be reconciled to amounts recorded in the general ledger to determine that all amounts have been properly recorded.
- b) Balance sheet accounts will also be analytically reviewed to determine that recorded amounts are reasonable.
- c) Debt Service Fund Testing - All payments made on City debt will be compared to the appropriate debt repayment schedules. Amount recorded for other long-term obligations will be reviewed for reasonableness. The debt margin representing the amount of additional debt the City could incur under Wisconsin Statutes will also be calculated for inclusion in the basic financial statements.
- d) Capital Projects Testing - Significant transactions in the capital projects funds will be reviewed to determine that all recorded amounts are reasonable, properly classified, and properly capitalized if considered a capital asset. As part of this testing, we will review bidding procedures on public works projects.

Final Phase

Generally, our audits are designed to verify all material balance sheet accounts, as identified during our planning procedures. A brief description of our audit procedures for each significant audit area based on our review of your prior year financial statements follows.

A. Cash and Investments

- Confirm year end account balances and collateral held by the City's agent in the City's name.
- Obtain bank reconciliations and substantiate reconciling items.
- Test reasonableness of the City's investment earnings and proper valuation of investments based on accordance with GASB Statement No. 31.
- Analyze accrued interest receivable to supporting documentation.
- Review City investments for conformity with the City policy and Wisconsin Statutes.
- Verify cash restrictions to bond resolutions or other supporting documents.
- Review City petty cash procedures.

B. Property Taxes Receivable

- Review property tax settlements to the City's tax system and bank deposits verifying the adequate settlement payments to other municipalities and the final reimbursement received from the County.
- Review allocation of property tax levy by fund to the approved budget.
- Obtain detail of delinquent personnel property taxes and agree with the general ledger.

C. Federal and State Grant Receivables/Revenues

- Obtain year end claim forms and agree recorded revenues/expenditures or deferred revenue to the City's general ledger. Cash payments made by the State of Wisconsin will be verified to state payments registers obtained directly from the State.
- Review subsequent year receipts.

D. Other Accounts Receivable/Revenues of Governmental and Enterprise Funds

- During our testing of City policies and procedures, we will review City billings for contract services and other services provided. Based on our risk assessment, we will either rely on confirmations and/or subsequent receipts.
- Review reasonableness of the recorded allowance for uncollectible accounts.
- Revenues will be analytically compared to prior year actual and current year budget. Significant account variations will be reviewed.
- Revenues of business-type activities will be analytically reviewed to the related cost of providing the services.
- Analytical review of recorded revenues will be performed to available statistical information.
- Review the reasonableness of any deferred revenues.
- Review the City's procedures for preparing special assessment billings and monitor subsequent collections.
- Obtain detail of loan receivable transactions and test for reasonableness of recorded balances. New loans financed with intergovernmental grants will be tested in accordance with the grant requirements.

E. Interfund Balances

- Review interfund receivables and payables for agreement. Determine the reason for each receivable/payable for footnote disclosure.
- Analyze any long-term advances between City funds. Determine if repayment schedules exist and evaluate disclosure of fund balance reserves for non-current portions.

F. Inventories

- Observe physical inventories, if considered necessary based on our audit planning.
- Review pricing quantities and extensions of final inventories.

G. Prepaid Items

- Obtain year end detail and compare reasonableness to the prior year.
- Review December disbursements for unrecorded prepaid expenditures.
- Review the City's insurance coverage.

H. Capital Assets

- Obtain schedules of capital assets including additions, retirements and accumulated depreciation.
- Test additions and deletions based on testing of capital projects funds, statistical information from utilities, etc. Review project files, including developer contributions, for proper accounting and classification for the financial statements and PSC report.
- Review bidding procedures for compliance to the Wisconsin statutes.
- Analyze work order processing for capital assets.

I. Accounts Payable and Other Liabilities/Expenditures or Expenses of Governmental and Proprietary Funds

- Review accounts payable as of December 31 and determine proper cutoffs and review for unrecorded liabilities.
- Determine the appropriateness of other liability accounts including accrued payroll and related withholdings.
- Verify vested compensated absences and other postretirement benefits.
- Expenditures/expenses will be compared to prior year actual and current year budget. Significant account variations will be reviewed.

J. General Obligation Debt, Revenue Bonds and Other Long-term Liabilities

- Verify balances owed, information on new issues including verification of bond proceeds to bank deposits, and agree scheduled repayments to the general ledger.
- Test the City's compliance with debt limitations per the Wisconsin Statutes.
- Recalculate accrued interest, bond discounts, and other debt related accounts.
- Review arbitrage calculations, if applicable.
- Review the City's compliance with revenue debt covenants.
- Review the City's methodology for determined other long-term liabilities.

K. Fund Equity/Net Assets

- Verify the appropriateness of designations and reservations of fund equity.
- Analyze classification of net assets for government-wide financial statements.

L. Budget

- Review the City's procedures for adopting and amending their budget.
- Review budget amendments for proper approval.

M. Tax Incremental Districts

- Review TID debt payments for agreement with annual debt schedules.
- Review advances to (from) TIDs for reasonableness and agreement with ending balances.
- Calculate the net unreimbursed costs of each TID.

N. GASB 34 Statements

- GASB 34 entries to convert the City's current financial statements to the statement of net assets and statement of activities will be determined throughout the audit. We will accumulate the adjustments and post to an excel database.

O. Representations

- Obtain a letter from the City's legal counsel regarding any pending or potential legal issues the City may be involved in.
- Discuss with management whether, to the best of their knowledge, the City has complied with all applicable laws and regulations and there were no fraudulent activities that occurred during the year. Also, discuss whether there were any unusual transactions after the balance sheet date which should be disclosed in the basic financial statements.

Please understand that the above procedures are only a summary of our audit approach. Additional audit procedures may be considered necessary after our review of your internal control policies and procedures. Because of our experience with audits of municipalities, our audit approach should be considered as sufficient as that of any other accounting firm proposing on this audit. If you need further information, we would be happy to discuss our procedures in more detail with the City's personnel.

Providing added value

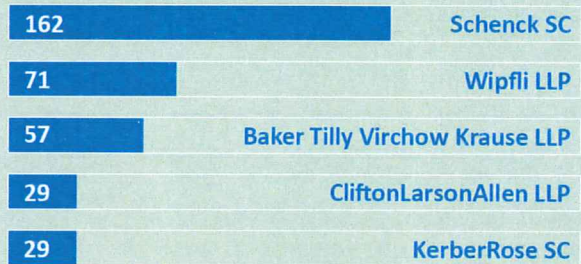
Our approach to the City of De Pere audit

We understand you want more from your audit investment than simply a report on your financial results. You want your CPA to identify new ideas and opportunities.

At Schenck, we provide you that added value. What sets our audit services apart?

- **Shareholders and managers actively involved in your engagement.** Mike Konecny and Tom Karman, who will lead our audit services to City of De Pere, will participate in audit planning and will be readily available to you throughout the audit. Mike Konecny and Tom Karman will be on-site during portions of your fieldwork. This limits return visits and follow-up questions after year-end fieldwork is completed.
- **Experienced auditors.** Our team exclusively serves local governments.
- **Regular communication.** We set expectations for the timing and deliverables of each phase of your audit up front and provide regular status updates throughout. You will always know where we are in the process, and what we need from you and when.
- **A quality audit designed around your unique risks.** Schenck serves more than 300 government clients, including 35 Wisconsin cities. Based on this experience and our planning conversations with you, we will develop a customized audit approach for City of De Pere that addresses your unique business and control risks.

Number of CPAs in Northeast Wisconsin



Source: *The Business News*, February 2014. Data reflects information for Brown, Calumet, Door, Fond du Lac, Kewaunee, Manitowish, Marinette, Oconto, Outagamie, Shawano, Sheboygan & Winnebago counties.

- **A consistent engagement team.** With turnover rates below industry averages, we strive to maintain the same audit team on your account each year. This facilitates planning and fieldwork for a smoother audit process.
- **An efficient audit process.** Whenever possible, we collect data electronically for greater accuracy and to minimize your staff's time. Our workpapers are paperless and stored in a digital format, and we've developed proprietary templates to flow data efficiently from fieldwork through financial statement and tax return preparation. We seek out and incorporate the latest technology to enhance the efficiency, security and accuracy of our audits.

Ensuring timely service**Work plan & timeline**

Based on our conversations with you, following is an outline of the timing of our work. In our initial planning meeting with you, we will discuss this timeline in greater detail and make adjustments as appropriate to meet your schedule.

By November 15
Initial planning meeting with City of De Pere to finalize schedule
December 1
Provide detailed list of items to be prepared for interim by City of De Pere
December-January
Preliminary audit work • information gathering • evaluation of internal controls • risk assessment • meeting with management to discuss results
February 15
Provide detailed list of items to be prepared by City of De Pere
April
Audit fieldwork • conduct audit procedures • closing meeting to discuss findings
Mid May
Draft of financial statements and recommendations for City of De Pere
June 1
Final financial statements and management letter
June Meetings
Audit results communicated to Finance Committee and Common Council

About Schenck



At Schenck, we focus on providing high quality service to our clients, who rely on us as their advisor of choice for accounting, tax and consulting solutions. Our understanding of the demands our clients face, combined with a sincere concern for their success and continued growth, has driven our success over the **past 80-plus years**.

Today, we meet the business and financial needs of our clients in:

- Accounting and auditing
- Business optimization
 - Operations
 - Technology
 - Human resources
- Cost segregation services
- Employee benefit plan audits
- Estate and trust planning
- Human resources consulting
- International business
- Investment management
- Medical billing
- Mergers and acquisitions
- Ownership transition planning
- Payroll services
- Retirement plan administration
- Risk services: accounts payable testing, fraud prevention, internal controls reviews
- Tax planning and compliance
- Technology solutions: software selection, business process flow, installation, implementation, training and ongoing support
- Valuations and litigation support

Resources across the world

Because of today's global approach to business, Schenck is an independent firm associated with AGN International, Ltd., one of the largest accounting and business services associations in the world. AGN affiliates are located in 92 countries and more than 100 U.S. cities. Together with these trusted firms, we're able to provide you professional services worldwide.

Providing added value and keeping you informed

The world of business is constantly changing. To keep you updated on important business issues that may impact you, Schenck regularly publishes newsletters and other email alerts to help you find savings, stay in compliance,

or take advantage of new opportunities.

You're also invited to join us for our business improvement workshops and webinars, held regularly on topics that impact you—like health care reform, payroll updates and changes to government auditing standards.



Our commitment to our culture and our employees

At Schenck, we take pride in our work and strive to create a healthy culture throughout our firm. Our employees have the opportunity to be challenged, to develop their strengths, and to make an impact both at work and in our communities.

As a result, Vault, a publisher of career guides and employer rankings, has named Schenck **one of the top 25 CPA firms in the nation to work for**. Rankings are based on confidential surveys of employees and focus on firm culture, work/life balance, compensation, business outlook, firm prestige and overall job satisfaction.

In addition, Schenck is proud to have been ranked by our employees as a Top Milwaukee Workplace in the Milwaukee Business Journal's annual survey.

Appendix A

Account team biographies

Shareholder

Mike Konecny, CPA



Areas of specialization

Government accounting, auditing and consulting

Not-for-profit auditing and consulting

Tax incremental district consulting

Government and not-for-profit industry team leader

mike.konecny@schencksc.com
800-676-0829

Experience

Mike is currently the managing shareholder of services provided to Schenck's government and not-for-profit clients, presently totaling over 300. He supervises staff personnel who work exclusively in this area and is responsible for quality control on all government and not-for-profit engagements completed by Schenck. With over 30 years of experience, he has managed auditing and consulting engagements on numerous government clients, including county, city, village, school districts, and special districts. Mike also has extensive experience with many not-for-profit clients, ranging from small community organizations to regional and statewide organizations.

Specific consulting engagements include:

- **Door, Washington, Marinette, Calumet Counties.**

Mike reviewed in detail the administrative and financial recordkeeping functions of specific county department offices and presented many recommendations to increase office efficiency and internal controls. The departments reviewed include: Clerk of Courts, Human Services, Nursing Homes, Highway, and Solid Waste.

- **Wisconsin Supreme Court—Circuit Court Automation Project.** Mike served as the primary financial consultant in the design phase of the development of financial applications and provided additional assistance in other phases of project.
- **Utility Rate Studies and Analyses.** Mike has completed numerous water and sewer rate studies and analyses for Wisconsin municipal utilities, including testifying in contested rate cases before the Public Service Commission of Wisconsin.

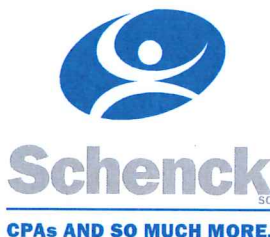
Prior to joining Schenck, Mike was a partner in the firms of Konecny & Sabel and Jonet & Fountain. He is a previous Staff Auditor with the Bureau of Municipal Audit - Wisconsin Department of Revenue.

Education

University of Wisconsin—Madison, BBA, Accounting

Professional memberships

Wisconsin Institute of Certified Public Accountants
American Institute of Certified Public Accountants
Government Finance Officers Association



schencksc.com

Shareholder**Tom Karman, CPA****Areas of specialization**

Local governments

Municipal utilities

Tax increment districts

Not-for-profit organizations

tom.karman@schencksc.com**800-676-0829****Experience**

Tom has over 30 years of experience working exclusively in the areas of accounting and auditing for governments and not-for-profit organizations. In addition to providing auditing and financial reporting services, Tom keeps clients up to date on new accounting standards, and assists clients with the implementation of new standards when necessary.

Tom's approach to client service often has him on-site at client locations working directly with the audit team and the client's staff. This allows his clients the opportunity to directly discuss any accounting, auditing or operational issues which may arise.

Accomplishments

- Assisted local governments in preparing financial reports which met the criteria of the Government Finance Officers Association Certificate of Achievement program
- Assisted municipal water and electric utilities in the development of rate studies and their subsequent filing with the Wisconsin Public Service Commission

Education

University of Wisconsin-Whitewater, BBA, Accounting

Professional memberships

Wisconsin Government Finance Officers Association,
Associate Member

Wisconsin Institute of Certified Public Accountants

American Institute of Certified Public Accountants



Schenck
SC

CPAs AND SO MUCH MORE.

schencksc.com

Manager**Scott Sternhagen, CPA****Areas of specialization**

Government accounting

Government auditing

scott.sternhagen@schencksc.com
800-676-0829

Experience

Scott joined Schenck in 2006 and is responsible for performing the field work of audits for Wisconsin municipalities and school districts. He has experience preparing the financial statements, Public Service Commission Reports, State Financial Report Forms, and the Schedule of Federal and State Awards for municipalities and school districts. Clients he has worked with include:

Counties:

Brown
Florence
Forest
Langlade
Marinette
Menominee

Cities, villages and towns:

City of Algoma
City of Brillion
City of De Pere
City of Green Bay
City of Niagara
Village of Bellevue
Village of Denmark
Village of Saukville
Village of Suamico

School districts:

Fox Valley Technical College
Moraine Park Technical College
Goodman-Armstrong Creek School District
School District of Florence
School District of Niagara

Utilities:

Green Bay Utilities
Algoma Utilities
Fish Creek Sanitary District

Education

Northern Michigan University, BA, Accounting
and Computer Information Systems
Certified Public Accountant, Wisconsin and Michigan

Professional memberships

Wisconsin Institute of Certified Public Accountants
Government Finance Officers Association
Wisconsin Government Finance Officers Association



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Manager**Susan Pable, CPA****Areas of specialization**

Government accounting

Quality control

susan.pable@schencksc.com
800-676-0829

Experience

Sue is responsible for the technical review of audited financial statements of the firm's governmental clients and the implementation of new accounting pronouncements. She has assisted clients with the implementation of new capital asset reporting systems, internal control evaluations, and new financial reporting requirements.

Sue has over twenty years experience in governmental accounting and auditing, and has held the positions of Internal Auditor, Assistant Finance Director and Acting Finance Director with various Wisconsin governmental organizations.

Education

University of Wisconsin-Oshkosh, BBA, Accounting

Professional memberships

Wisconsin Institute of Certified Public Accountants

Community involvement

Girl Scouts of America, Council Delegate,
School Coordinator and former troop leader
Ours Through Adoption of Northeast Wisconsin,
member and past Treasurer
Friends of the Brown County Library, Treasurer



CPAs AND SO MUCH MORE.

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Appendix B

Peer review report



Rehmann Robson

570 Seminole Rd., Suite 200

Muskegon, MI 49444

Ph: 231.739.9441

Fx: 231.733.0031

www.rehmann.com

SYSTEM REVIEW REPORT

September 6, 2013

Shareholders

Schenck SC

and the

National Peer Review Committee of the American Institute of CPAs Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of **Schenck SC** (the "Firm") applicable to non-SEC issuers in effect for the year ended April 30, 2013. Our peer review was conducted in accordance with the *Standards for Performing and Reporting on Peer Reviews* ("Standards") established by the Peer Review Board of the American Institute of Certified Public Accounts. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the Standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and examinations of service organizations (Service Organizations Control (SOC) 1 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of **Schenck SC** applicable to non-SEC issuers in effect for the year ended April 30, 2013, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Schenck SC** has received a peer review rating of *pass*.

Appendix C

Client listing

Schenck Government Clients
(Excluding Sanitary Districts and School Districts)

Counties			Cities		
Adams	Kewaunee	Ozaukee	Algoma	Kiel	Oshkosh
Brown	Langlade	Portage	Antigo	Lake Geneva	Peshtigo
Calumet	Lincoln	Shawano	Brillion	Manitowoc	Plymouth
Clark	Manitowoc	Sheboygan	Chilton	Marinette	Ripon
Door	Marinette	Taylor	Clintonville	Marshfield	Sheboygan
Florence	Menominee	Vilas	Crandon	Medford	Sturgeon Bay
Fond du Lac	Monroe	Washington	De Pere	Menasha	Thorp
Forest	Oconto	Waupaca	Elkhorn	Merrill	Tomahawk
Green Lake	Oneida	Waushara	Fond du Lac	Monona	Two Rivers
Kenosha	Outagamie	Winnebago	Green Bay	Nekoosa	Wausau
			Iron Mountain	Niagara	West Allis
			Kaukauna	Oconomowoc	Wisconsin Rapids
Villages			Towns		
Brown County	Kenosha County	Portage County	Adams County	Kewaunee County	Outagamie County
Allouez	Twin Lakes	Almond	Rome	Carlton	Buchanan
Ashwaubenon		Amherst			Dale
Bellevue	Kewaunee County	Junction City	Brown County	Lincoln County	Grand Chute
Denmark	Casco	Plover	Holland	King	Greenville
Hobart	Luxemburg		Lawrence		Oneida
Pulaski		Racine County	Ledgeview	Manitowoc County	Seymour
Suamico	Langlade County	Mount Pleasant	New Denmark	Cooperstown	
Wrightstown	White Lake		Pittsfield	Gibson	Portage County
		Shawano County	Scott	Mishicot	Grant
Calumet County	Manitowoc County	Birnamwood	Wrightstown	Rockland	Plover
Harrison	Kellnersville	Bonduel		Two Creeks	
Hilbert	Maribel		Calumet County	Two Rivers	Shawano County
Stockbridge	Mishicot	Sheboygan County	Harrison		Wescott
Sherwood	St. Nazianz	Adell		Marathon County	
		Howards Grove	Door County	McMillan	Sheboygan County
Clark County	Marathon County	Oostburg	Baileys Harbor	Rib Mountain	Sheboygan
Curtiss	Kronenwetter		Egg Harbor		Wilson
Granton	Marathon City	Taylor County	Gibraltar	Marinette County	
		Stetsonville	Liberty Grove	Stephenson	Vilas County
Columbia County	Marinette County		Sevastopol		Plum Lake
Arlington	Coleman	Waukesha County		Menominee County	Boulder Junction
		Sussex	Florence County	Menominee	
Dane County	Oconto County	Waushara County	Aurora		Waupaca County
Waunakee	Suring	Plainfield	Fence	Oconto County	Farmington
		Wild Rose	Forest County	Doty	
Door County	Outagamie County		Blackwell	Little Suamico	Winnebago County
Egg Harbor	Black Creek	Winnebago County	Lincoln	Mountain	Clayton
Ephraim	Nichols	Winneconne	Hiles	Morgan	Neenah
Sister Bay					
	Ozaukee County	Wood County	Kenosha County		Wood County
Green County	Saukville	Biron	Salem		Grand Rapids
New Glarus		Port Edwards			

COST PROPOSAL

Financial Statement Audit Services for

City of De Pere

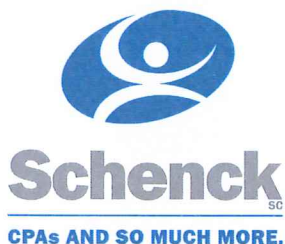
January 6, 2015

Schenck SC**For more information,
please contact:**

Mike Konecny, CPA
Shareholder
920-455-4112
mike.konecny@schencksc.com

Tom Karman, CPA
Shareholder
920-455-4111
tom.karman@schencksc.com

2200 Riverside Drive
Green Bay, WI 54301-1908
920-436-7800



Proposed fees

Name of firm

Schenck SC

Total all-inclusive maximum price for the engagement

As detailed on the following pages, our all-inclusive maximum price for your engagement for the years ending December 31 will be as follows:

Services	2014	2015	2016	2017	2018
Audit of Basic Financial Statements; including assistance with preparation of government-wide GASB 34 conversion	\$22,500	\$23,000	\$23,500	\$24,000	\$24,500
Compilation of financial status of each TID for annual report; including calculation of net reimbursed costs (\$600 per District)	3,600	3,600	3,600	3,600	3,600
Departmental review (if requested)	2,000	2,000	2,200	2,200	2,300

Timely and quality service

Our proposed fees include routine correspondence and discussions between City of De Pere and Schenck. We strongly encourage effective communication between us and therefore will not bill you for routine conversations concerning financial and related matters.

Our fees are dependent on the following:

- Your office personnel will assist us by providing appropriate documents and records necessary to complete our services.
- Your operations do not change significantly.
- There are no significant changes in auditing, accounting or reporting requirements.

If changes occur to any of the above, we would discuss a revised fee proposal with you prior to commencing any work.

Upon your acceptance of our proposal, we will prepare a formal engagement letter as required by professional standards.

Hourly rates

Our standard hourly rates for each year are listed below:

Hourly Rates for Additional Services	2014	2015	2016	2017	2018
Partner	\$200	\$224	\$228	\$233	\$238
Manager	\$160	\$163	\$166	\$169	\$172
Supervisor	\$130	\$133	\$136	\$139	\$142
Senior	\$110	\$112	\$114	\$116	\$118
Staff	\$100	\$102	\$104	\$106	\$108

Because of our long-term relationship with the City we have discounted our rates by approximately 20% to arrive at our quoted fees.

Out-of-pocket expenses

Out-of-pocket costs have been included in the fees listed above.

Manner of payment

Interim billings will be made based on the hours of work completed and the total not-to-exceed fee. Interim billings will cover at least one calendar month. Financial payment will be due upon delivery of Kenosha Joint Services' final review reports.

Authorized signature

Mike Konecny, CPA, is entitled to submit this proposal on behalf of Schenck, and sign a contract with City of De Pere. Our firm, if selected, agrees to perform the services as identified in your Request for Proposal, and to sign a contract stating the same.



Mike Konecny, CPA
Shareholder

1/6/15

Date

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #15-07, Authorizing Design Services Agreement Between the City of De Pere and Jones Sign Co., Inc. (City Sign Design - Highway 41).

ATTACHMENTS:

- Reso15-07 (DOCX)
- Jones (sign design) 1-15 (DOCX)
- Exhibit A - Jones (PDF)
- Exhibit B - Jones (PDF)
- Jan2015_Finance_Sign (PDF)

RESOLUTION #15-07

AUTHORIZING AGREEMENT FOR DESIGN SERVICES BETWEEN THE
CITY OF DE PERE AND JONES SIGN CO., INC.
(City Sign Design – Hwy 41)

WHEREAS, the City requires design services for the creation of a new City sign design;
and

WHEREAS, Jones Sign Co., Inc. has available and offers to provide personnel and
equipment necessary to accomplish such work within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the
Agreement for Design Services Between the City of De Pere and Jones Sign Co.,
Inc. (City Sign Design – Hwy 41) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-07 (3027 : Resolution #15-07, Authorizing Design Services Agreement with Jones Sign - City sign off HWY 41)

**AGREEMENT FOR DESIGN SERVICES BETWEEN THE
CITY OF DE PERE AND JONES SIGN CO., INC.
(City Sign Design – Hwy 41)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the City of De Pere, Wisconsin, (“City”), and Jones Sign Co., Inc., a Wisconsin corporation (“Consultant”).

WITNESSETH

WHEREAS, the City requires design services for the creation of a new City sign design; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project involves design services as set forth in the City’s Request for Qualifications (Exhibit A) and the Consultant’s Proposal thereto dated December 18, 2014 (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF DESIGN SERVICES

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

III. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

IV. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

V. CONFIDENTIALITY OF INFORMATION

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

VI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed as per schedule shown in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made

VIII. RESPONSIBILITY OF CONSULTANT

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

IX. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

X. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

Design Services Agreement
Jones Sign Co., Inc.
Page 3 of 7

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XI. ALLOCATION OF RISKS

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

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

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

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

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

XIV. INTEGRATION

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

XV. JURISDICTION

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

XVI. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XVIII. MEDIATION

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

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

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

XIX. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: Director of Planning
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Jones Sign Co., Inc.
 Attention: Scott Bertrand
 1711 Scheuring Road
 De Pere, WI 54115

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

JONES SIGN CO., INC.

By:

 Print Name:
 Title:

 Print Name:
 Title:

CITY OF DE PERE

By:

 Michael J. Walsh, Mayor

 Shana L. Defnet, Clerk-Treasurer

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A Request for Qualifications New City Sign Design – HWY 41 – De Pere

De Pere, Wisconsin

Project: New City Sign Design – De Pere (Design Only)

Client: City of De Pere

Location: Approximately 1 mile south of Scheuring Road off HWY 41

Organization: City of De Pere

Contact Person:

Name	Ken Pabich
Title	Director of Economic Development & Planning
Address	335 S. Broadway De Pere, WI 54115
Email:	kpabich@mail.de-pere.org
Phone:	(920) 339-4043
Fax:	(920) 339-4049

Timeline: The proposal, in the form described in Attachment II, shall be received at the above address by **December 18, 2014**. The selected firm will present the City with 2 hard copies of the final proposal as well as one electronic copy in Adobe Acrobat format.

Fax or e-mail submissions **will not** be accepted.

Request for Proposals issued	November 20, 2014
Proposal Due	December 18, 2014, 4pm CDT
Firm Interviews	January 5, 2015 (week of)
Project Awarded	February 3, 2015 (contract)
 Draft Design	 March 2, 2015
Final Design	March 20, 2015

Site Visit: Firms are free to visit the site as needed for development of the proposal.

I. Project Description

The existing City sign is old and does not meet the image of the City (See Figure 1). The City wants to develop a new sign that serves as the gateway to the community. The project is to design a sign that would then go out for bid for construction. (Please note: the sign design would be owned by the City of De Pere when completed).



Figure 1. Picture of Existing Sign

II. Scope of Work to be Performed

For the project, the selected company would work with City staff to develop the sign design concept. The final concept would be presented to the Common Council for approval. Please note that at this time, the City does not have a new logo so it is anticipated that the design would need to allocate future space for the logo to be added.

III. Compensation

Funds for this project are provided by the City of De Pere. The payment schedule can be negotiated with the selected contractor; however it is expected that the payments would be tied into key milestones which are 40% at draft design and 60% on final delivery.

IV. Proposal Selection Process and Criteria

A. Proposal Reviewers

The City of De Pere will have a selection committee that shall evaluate submitted proposals and make the final selection.

B. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. The following represent the principal selection criteria to be considered:

1. Mandatory Elements
 - a. The firm has no conflict of interest with the City.
 - b. The firm adheres to the instructions in this request.
 - c. The firm submits copies of its licenses and appropriate insurance.

2. Technical Qualifications
 - a. Demonstration of experience and qualifications of staff that will work on the project.
 - b. Demonstration of past experience and performance on comparable projects.
 - c. Practicality of proposed methods and approach to accomplish the goals.
3. Proposed scope of work and schedule of compensation.

C. Oral Presentations

The City of De Pere may, at its discretion, request any one or all firms to make a presentation in person. Such presentations will provide an opportunity to answer questions about the proposal. Not all firms may be asked to make a proposal. No reimbursement for such presentations will be provided.

D. Final Selection

The City of De Pere will select a firm based upon the above criteria. It is anticipated that a firm will be selected in January. Following notification of the firm selected, it is expected that a contract will be executed between both parties within 30 days.

E. Right to Reject Proposals

By responding to the RFQ an individual respondent accepts the process outlined in this RFQ and fully acknowledges that the final determination of the City of De Pere is binding and without appeal.

The City reserves the right to reject any and all proposals, without prejudice and/or waive any irregularities if deemed in the best interest of the City.

The City of De Pere reserves the right to accept the proposal considered most advantageous. All respondents accept this process when submitting a proposal.

V. Attached Documentation or Resources Available

The following resources have been provided or are available to help assist interested parties understand the scope of the project:

Attachment I: Map of Sign Location

Attachment II: Proposal Format

Attachment III: Summary of Deliverables

Attachment IV: Samples of Potential Types of Signage

Attachment I

I. Location of Existing Sign off HWY 41, south of Scheuring Road.



Attachment II

Proposal Format**Responding Sign Companies will provide:**

- An introduction outlining their interest in and general approach to the project and containing an overview of their firm.
- A summary of their relevant experience, with a brief description of each project experience and the individuals involved in that work.
- References for specific projects listed above complete with references for each project cited.
- The credentials and roles of all members of their team to perform the work requested both in-house and sub-consultants and including additional references for projects cited there.
- A detailed description of their approach to the work, including a proposed timeline, and brief descriptions of specific deliverables.
- A lump sum cost proposal for the work identified.
- Any concerns, qualifications, or conditions placed on the proposal.

Attachment III**Summary of Deliverables**

The deliverable shall be a full set of plan documents that can be used to bid out the sign for construction. It should include site preparation, sign construction and installation. The sign design shall be owned by the City of De Pere upon completion of the final design.

Attachment IV

Samples of Signs representing Quality Desired





CITY OF DE PERE NEW CITY SIGN DESIGN

December 18, 2014

CONTACT

SCOTT BERTRAND
Signage Consultant

920.737.2354
sbertrand@jonessign.com
www.jonessign.com

1711 Scheuring Road, De Pere, WI 54115 | P: 800.536.7446 | F: 920.983.9141

Official Sign Company of the Green Bay Packers 

Exhibit B

Packet Pg. 128

Attachment: Exhibit B - Jones (3027 : Resolution #15-07, Authorizing Design Services Agreement with Jones Sign - City sign off HWY 41)

PROPOSAL FOR

SIGN SPECIFICATION & DESIGN AGREEMENT

OWNER: City of Depere
Ken Pabich
333 S. Broadway
De Pere, WI 54115

DESIGNER: Stratident
1711 Scheuring Road

PROJECT: Updated City Sign Design
Highway 41

Proposed scope of services for overall environmental graphic design:

1. Analysis Design Service: (3 @ \$90.00) \$270.00
 - Designer and Consultant to travel, for in person client meeting to discuss intent, study local environment, photograph and document local examples.
 - Understand and complement local environment and architectural design intent
 - Determine environmental graphics theming by presenting architectural element studies and conceptual drawings
 - Create the framework on which to design all signage and directional information systems
2. Programming: (1 hrs @ \$90.00) \$90.00
 - Review site lines and vision triangles
 - Develop a sign and placement map
3. Design Development: (20 hrs @ \$90.00) \$1,800.00
 - Create concept artwork and layouts of all sign types, wayfinding elements, and amenities.
 - Includes conceptual designs and visual theme for the overall project including pylons, monuments, primary and secondary identification signs, directional signage, way-finding signage, electronic displays and lifestyle center amenities such as gazebos, overhangs, sculptures, towers, decorative light posts, water fountains, fireplace, sconces, awnings, decorative clocks, archways.
 - Provide electronic artwork files of all design drawings
5. Conversion of Concepts to Working Drawings: (12 hrs @ \$90.00) \$1,080.00
 - Transform conceptual designs into fully specified 100% design intent drawings
 - Work with Owner to determine best possible materials and specifications to fit design intent, budget constraints and desired visual effect.
 - Design sign structures and lighting elements to keep maintenance and operating costs low
 - Includes:
 - Detailed specifications for all sign types and amenities
 - Conference calls with Jones design and fabrication teams
 - Illumination and Lighting Feature design and specification
 - Material and color samples for review
 - Value engineered alternate materials and methods specification supplied for consideration
 - Owner to receive electronic files and hard copies of all drawings

Total Design Fee: \$3,240.00

NOTES:

- Expenses will be invoiced at cost plus 5% administrative fee.
- The above includes one site visit and one presentation meeting, as indicated.
- Owner to arrange for owner's architect to supply architectural specifications, building drawings and any other pertinent information.
- Structural Engineering is not included and would be a reimbursable expense if desired.
- Costs associated with use of proprietary or copyrighted artwork or photography is not included and would be a reimbursable expense if desired.
- Additional consultation available at the hourly rates listed.
- Design is a creative process and we may, in some cases, exceed quoted hours to complete the proposed scope. Hours are estimated to the best of our ability, additional hours required to complete this agreement that are over and above the estimate hours are considered a binding part of the contract and will be billed and paid by owner.
- Any services beyond the scope of services and specification will be billed at the standard hourly rates and paid by the Owner.
- Revisions or Changes
 - Revisions include changes to previously approved work, changes in the extent of work or project parameters, changes in the complexity of any elements of the project, activities performed out of sequence, changes necessitated by strikes, code revisions, schedule changes, client personnel changes, field changes, structural electrical conflicts or other causes not within the designer's control.
 - Any revisions or changes beyond the scope of services and specification will be billed at the standard hourly rates and paid by the Owner.

TERMS AND CONDITIONS

Arbitration	Project disputes arising out of this agreement shall be submitted to binding arbitration in the state of construction in accordance with the rules of the American Arbitration Association. The prevailing party shall be entitled to all arbitration and court costs and reasonable attorney's fees.
Assignment	Neither the Owner nor the designer may assign or transfer their interest in this agreement without the written consent of the other party. The designer has the authority to subcontract work without the Owner's consent.
Engineering	The designer shall design all items required for this project including specifications for materials and construction details. However, it is understood by the Owner that the designer is not a licensed engineer or architect, and that responsibility for the interpretation of design drawings and design and engineering of all work performed under this agreement to yield an effective and safe product is the responsibility of the Owner and its architect, engineer, construction contractor or fabricator. Owner assumes responsibility for errors and omissions of owner's architect, engineer construction contractor or fabricator.
Copyright	Owner warrants ownership of all intellectual property directed by owner to be included in the design and shall indemnify, defend, and hold the designer harmless from and against any claim, suit, damages, and expense, including attorneys' fees arising from any claim by any party in this regard.
Entire Agreement	This Agreement constitutes the entire Agreement between the parties and supersedes any prior or concurrent agreements, understandings, arrangements and negotiations. No amendment or modification of this agreement shall be valid or enforceable unless in writing and signed by the parties affected.
Liability	Liability of the designer shall be limited to the total design fee for the project.
Ownership	Upon payment of all fees and expenses, the designer transfers ownership of the final logo, typography and conceptual designs developed to the Owner.
Sales Tax	The Owner shall pay any sales, use or other taxes that may be applicable to the services provided under this agreement, including any tax that may be assessed on a subsequent audit of the designer's tax returns.
Severability	All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.
Termination	Either party may terminate this agreement after giving 10 days written notice. In event of the termination of this agreement, the designer shall be paid in full for all services performed up to the termination date, based on standard hourly rates, along with associated reimbursable expenses. This proposal shall remain valid for 30 days and will become a binding agreement when signed below by the Owner and design firm.
Terms	50% payment is required with this executed agreement. The remaining balance due upon presentation.

ACCEPTANCE OF PROPOSAL:

[OWNER]

JONES SIGN COMPANY

By: _____

By: _____

Title: _____ Date: _____

Title: _____ Date: _____





THE JONES SIGN TEAM

SALES

Scott Bertrand

Signage Consultant

Years of Experience: 18

Mr. Bertrand has served as an Account Executive in the Sign and Graphics industry for over 18 years. He has managed sign and graphics projects throughout the United States and Canada.

Working with architects, construction management partners, developers, design firms, general Contractors, and end users, he has a proven ability for coordinating all projects and entities to achieve outstanding results.

Scott has a successful track record of coordinating and executing projects incorporating all trades necessary for a high level of satisfaction for his clients, while maintaining set budgets, timelines, and productive working relationships with all partners included in the project.

Some of Scott's more notable accomplishments include:

- Green Bay Packers-Lambeau Field Renovation: Production and installation of: Interior and exterior signage, way-finding signage, and Environmental Art Programs.
- Schneider National-Multiple Locations: Production and installation of: Exterior and interior signage, way-finding signage, and vehicle graphics.
- University of Wisconsin, Madison-Multiple Projects: Camp Randall Stadium: Football offices Environmental Art Program, interior signage, way-finding signage. Kohl Center: Hockey and Football offices, Environmental Art Programs. Porter Boat House: Exterior and interior signage, Environment Art Program.
- Miller Park, Milwaukee, Wisconsin: Miller Brewing-TGI Fridays Environmental Art Program.

PROJECT MANAGEMENT

Sara Ledvina

Director of Sales and Project Management

Years of Experience: 10

As Director of Project Management, Ms. Ledvina oversees the project management team by providing support and direction for effective communication. She oversees all phases of the project from the start, making sure the fabrication and installation processes are on schedule. She collaborates with all internal departments ensuring seamless project flow and that all project milestones are met. Sara is committed to each and every project making certain that the client is kept up-to-date and is satisfied with the outcome. Sara will ensure the project is a success.

Sara has been responsible for over \$45 million worth of major projects in the past 6 years. Some of her projects include: interior and exterior wayfinding signage at Westfield Old Orchard in Skokie, IL; Westfield Garden State Plaza; Paramus, NJ; and Camana Bay, Grand Cayman Islands.

Natasha Wishart

Director of Project Management – National Accounts

Years of Experience: 6

JONES SIGN

"Jones made signs before he could talk."

THE JONES SIGN TEAM

Ms. Wishart oversees many day to day activities at Jones Sign such as internal flow of accounts, flawless communication, training and developing, as well as ensuring our clients receive the ultimate customer service level they deserve. She graduated from college with a Business Administration Degree and 2D Design. Donna has a background in multi-million dollar commercial property management, banking and finance management, and is well versed in the world of artistic expression. She is a visionary leader with a commitment to excellence on all her accounts. Natasha currently utilizes her project management skills on the AutoZone account and lululemon athletica account for Jones Sign.

Drew Willman

Project Manager – National Accounts

Years of Experience: 5

Mr. Willmann began has hands on experience in signage with Jones Sign beginning in final assembly and custom crate building, then stock and inventory management, international shipping coordination, CAD design, project coordinator, to project manager. With this comprehensive experience, Drew's ability to quickly and accurately foresee and communicate a project's needs is second-nature, all the while finding more efficient methods to complete the process. For his accounts, Rite Aid and Cracker Barrel Old Country Store, that process begins with the developmental and research stages, continuing all the way through to final fabrication and installation. Other sign programs Drew has worked on include Dollar Tree and Auntie Anne's.

OPERATIONS

Bob Lepak

Operations Manager

Years of Experience: 23

Mr. Lepak has managed and installed signs for major projects across the nation. Mr. Lepak's years of experience in the field is very valuable to production, installation crews, and our customers to ensure a safe, quality, and timely install. He oversees the production facility and coordinates all fabrication, installation, and shop work flow while ensuring adherence to safety, quality standards, scheduling, and shop drawing detail.

Mr. Lepak has implemented a team concept into fabrication which promotes fabricator ideas and efficiencies resulting in shorter lead times, quality products, and an impressive work flow. He continues to promote lean manufacturing and continuous improvement. Mr. Lepak also takes great pride in the Jones Sign manufacturing facility, as it is one of the cleanest and most organized manufacturing facilities in the country.

Neil Oelklaus

Manufacturing Engineer/Senior Estimator

Years of Experience: 17

THE JONES SIGN TEAM

Mr. Oelklaus is a core member of the Jones Sign team due to his experience in design, estimating, project management, and purchasing for wayfinding and signage firms. He ensures that all work orders submitted meet or exceed all design specifications and branding requirements. Neil has experience in quoting complex projects which incorporate glass, large canopies, millwork, and a variety of specialty fabrication items. His responsibilities include keeping up with product knowledge, fabrication methods, methods of mounting glass to signs, and researching new products. Mr. Oelklaus has an Associate's Degree in Architecture from Madison Area Technical College.

Recent projects include: Parkview Regional Medical Center, Isle Casino of Cape Girardeau, Camp Randal Stadium, Lambeau Field, and Pilot Stations. A sample listing of clients worked with: EMJ Corporation, Turner Construction, Whiting-Turner Contractors, FMG, Ambrosini Designs, and DMA Associates.

Tonya Klug

Purchasing

Years of Experience: 18

Ms. Klug oversees the purchasing functions at Jones Sign, consisting of but not limited to, raw material negotiations, inventory planning, inventory accuracy, and ensuring conformance of delivered raw materials. She consistently searches for new developments of products to the industry in order to offer clients the latest innovations.

In purchasing, Tonya is involved at the start of each program ensuring supply demand is met in order for production to begin on schedule. She identifies custom materials and initiates communication with suppliers. By working closely with all departments, Tonya keeps communication open concerning material arrival dates and non-conforming material, as open communication is crucial to keeping the customer aware of progress on their projects.

Josh Sahotsky

Electronics and Programming

Years of Experience: 8

Mr. Sahotsky oversees set-up and programming of all LED and LCD displays. He manages handling and integration of electronic displays into signage systems during fabrication, and on-site start-up and programming of electronic displays. He is the Lead Technician for all electronic equipment at Jones Sign.

Mr. Sahotsky has a diverse background in electronics and programming. He has experience in LED/LCD message center service and tech support, as well as connectivity and content management. He also possesses an extensive background in networking as well as hardware and software integration. For some of our clients he has worked with the corporate IT/Technical departments. A few examples are Flying J and The Guthrie; he worked to integrate their EMC's into their marketing plan.



THE JONES SIGN TEAM

MANAGEMENT

Todd Patrickus

Executive Vice President

Years of Experience: 18

Mr. Patrickus' years of experience spans all aspects of sign manufacturing, materials technology, field installation, and service. As Executive Vice President of Jones Sign, he provides executive level management to a diverse team of sign industry professionals. In addition, he also provides oversight and leadership for project management, cost estimating, and contract administration. Mr. Patrickus will have direct authority for all Jones Sign activities on your project.

John Mortensen

President

Years of Experience: 40

Mr. Mortensen is the President and Owner of one of the Nation's largest custom sign manufacturing firms with over 40 years of specialized knowledge and skill in visual communications. He purchased Jones Sign Co, Inc. in 1982; a company which has been in business since 1910. Since acquisition, through the leadership of Mr. Mortensen, Jones Sign has grown from 8 employees and 3,000 square feet of manufacturing space to over 300 employees and 278,000 square feet of manufacturing space, and offices from coast to coast. Mr. Mortensen is involved in daily company operations and has specialized knowledge in structural engineering, industrial engineering, and finance.

Professional affiliations: International Sign Association, American Society of Civil Engineers, United States Sign Council

Date of Birth: February 26, 1957

Place of Birth: Green Bay, WI

Education: Michigan State University and University of Wisconsin-Green Bay

SERVICE AND PERMITTING

Evie Saharsky

Director of Services & Permitting

Years of experience: 9

Evie oversees the Service & Permitting Departments at Jones Sign. Within the Service Department, she provides team support, engages her team in ongoing learning opportunities, and organizes and streamlines communication between the Service Department and other departments at Jones. She is responsible for ensuring the excellent customer services that her team provides, and with developing relationships with our network of sign service technicians across the country. With the Permitting Department, she provides support for our Code and Permitting Coordinator and encourages ongoing education for code work within the sign industry, working with external resources such as the International Sign Association.

Evie is a 2007 graduate of University of WI - Milwaukee with Bachelor's degrees in Psychology and Philosophy, works as a freelance writer and has extensive experience in customer service and in grant writing and research administration, all of which contribute to her ability to research problems and provide solutions.

THE JONES SIGN TEAM

Mike Alf

Install Manager

Years of Experience: 12

As a Service Project Manager, Mr. Alf manages, schedules, and coordinates projects from start to finish including inventory management, customer relations, and permit coordination with state and local municipalities. He provides essential support to the service project management team ensuring seamless communication. Mr. Alf also has extensive experience in sales, advertising, and account management. He is knowledgeable in blueprint reading, jobsite layout, trouble shooting and customer relations. Mike has a Degree in Marketing with a Minor in Business Administration.

DESIGN

Jim Pogorzelski

Design Manager / Graphic Designer

Years of Experience: 27

Mr. Pogorzelski expansive experience includes exhibit building, designing, and art directing. He has worked in both small and large markets on projects of all sizes. His experience in sign concentrated environmental design is vast and includes: corporate identity, architectural elements, rebranding, POP, logo development and outdoor advertising. Having worked in all facets of production, he brings a 360 degree perspective to design. Jim helps maintain brand integrity for Charming Shoppes, Red Robin, and lululemon athletica. Jim is a 1984 graduate of the Milwaukee Institute of Art & Design.

Rhoda Schley

Graphic Designer

Years of Experience: 21

Ms. Schley career as a graphic designer is marked by her enthusiasm and creativity. Rhoda has been a leader in sign design as an Art Director and an inspiration to those she mentors. With an extensive background in visual merchandising, retail and commercial design, Rhoda's leadership and direction make her a valuable member of the Jones Sign team.

Rhoda also lectures on the various manufacturing methods used in the signage industry and offers great insight to the design possibilities this base of knowledge affords. Rhoda consistently brings a global view to the intricacies of interior and exterior way finding projects by keeping the concepts of customer experience and branding at the basis of thoughtful design. Rhoda holds a BFA from the University of Wisconsin – Stevens Point where she received awards from WSA and NESAs for sign design.

Debbie Loehr

Graphic Designer / Graphic Programmer

Years of Experience: 24

Ms. Loehr owned and operated a sign business in a neighboring city for 10 years prior to coming to Jones Sign. Her knowledge extends into many areas of the sign industry including but not limited to: management, accounting, sales, graphic design layouts, production and installation. Debbie has expanded her experience with major projects in: sign location plans, pylon, monument, way finding, Braille and all interior signage. She has knowledge in sign industry / design specific software including: CorelDraw X5, Adobe Illustrator and FlexiSigns.

JONES SIGN*"Jones made signs before he could talk."*

THE JONES SIGN TEAM

Jenee Sotka

Graphic Designer

Years of Experience: 5

Ms. Sotka's broad range of creativity expands from logo design, corporate identity, environmental sign and wayfinding design to creative billboard advertising. Jenee has experience working with a variety of creative software including; CorelDraw X4, Adobe Photoshop CS3, Adobe Illustrator CS3, Adobe InDesign CS3, and Quark Xpress. She has incorporated her knowledge into many conceptual and construction drawings. Jenee helps maintain brand integrity for the following clients: AutoZone, Dollar, and Rite Aid.

WAUKESHA COUNTY DEPARTMENT OF PARKS & LAND USE EXTERIOR SIGN PACKAGE

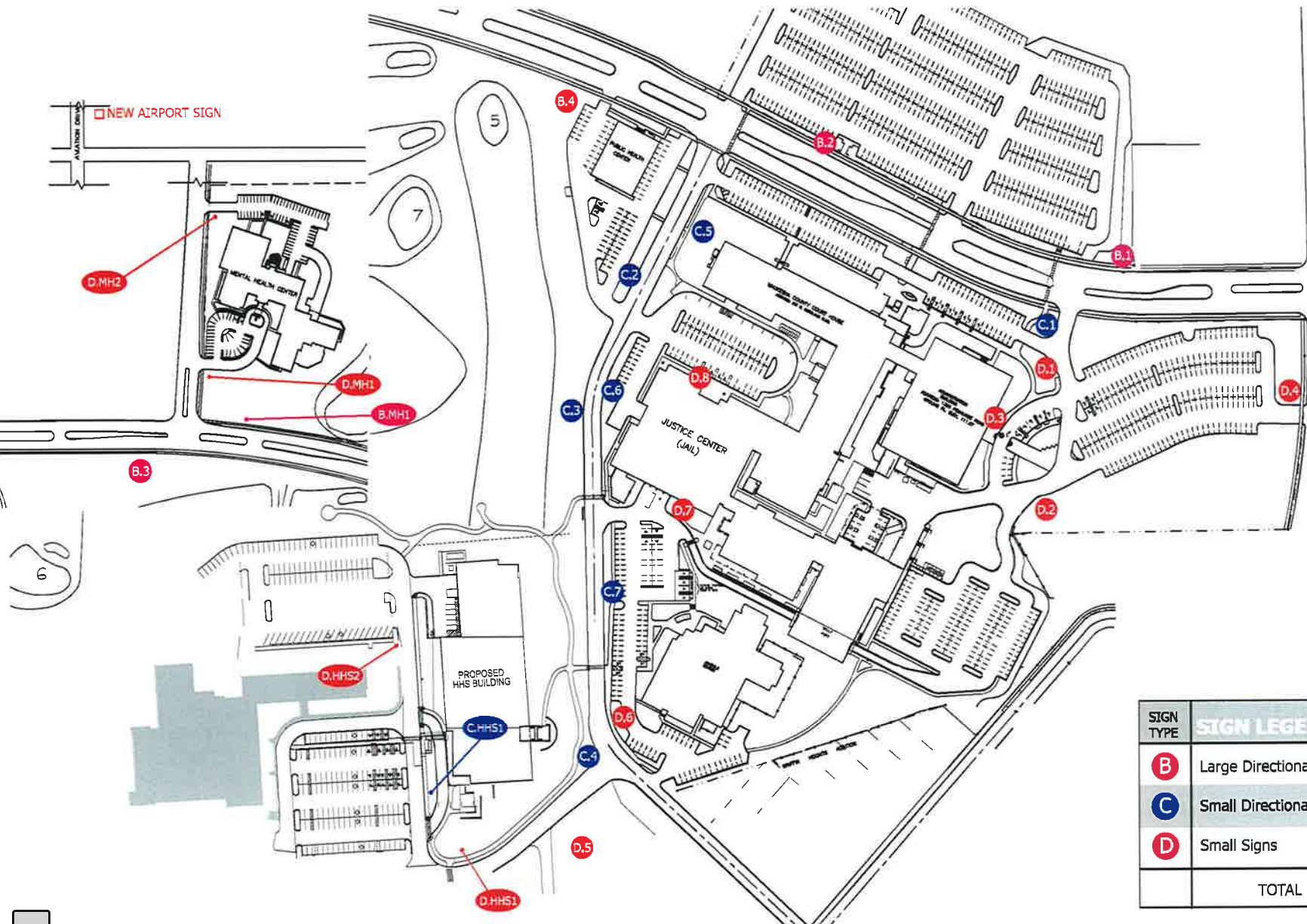
JANUARY 2012 (REVISED 04.24.13)

[stratident]

Strategic Identity
design / consulting

920.604.0999

www.stratident.com



SIGN TYPE	SIGN LEGEND	QTY
B	Large Directional	5
C	Small Directionals	8
D	Small Signs	13
TOTAL QTY:		26

SIGN LOCATIONS ARE APPROXIMATE ONLY - FINAL SIGN LOCATIONS TO BE CONFIRMED ON SITE WITH SENIOR LANDSCAPE ARCHITECT

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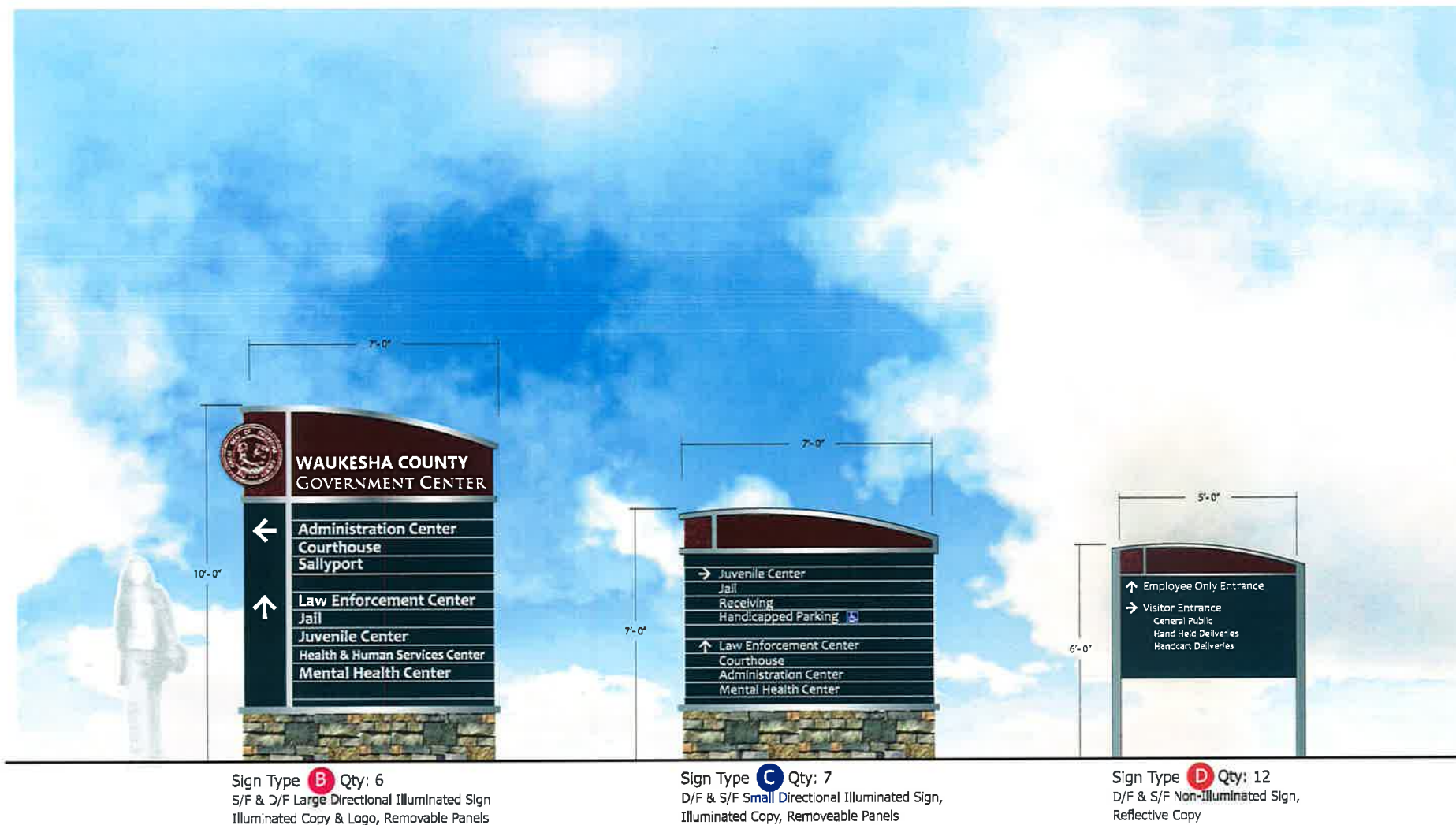
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design/consulting
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www.stratid.com

Project
Waukesha County
Department of Parks & Land Use
515 W. Moredam Blvd.
Waukesha, WI 53188

Project No.
85952
Designer
Sarah Koepsel
Date
01.02.2012
Date Revised
01.26.12 sk layouts
02.02.12 sk options
02.07.12 sk package
02.21.12 sk site/copy
04.02.13 rs copy chg
04.04.13 rs copy chg
04.23.13 rs D-2 chg

Sheet No. / Title

P:1



Design Concepts **1**
Scale: 3/8" = 1'-0"

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Design & Consulting

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Project

Waukesha County
Department of Parks & Land Use
515 W. Moreland Blvd.
Waukesha, WI 53188

Project No.
85952

Designer
Sarah Koopzel

Date
01.02.2012

Date Revised

01.26.12 sk layouts

02.02.12 sk options

02.07.12 sk package

02.21.12 sk site/copy

04.02.13 rs copy chg

04.04.13 rs copy chg

Sheet No. / Title
P:2

13.d



Side A



Side View (A)



Side View (B)



Side B

Scale: 1/2" = 1'-0"

- Sign Type B Qty: 5**
 D/F & S/F Large Directional Illuminated Sign
 1} Circular Logo: LED Illuminated Cloud Sign, Vinyl Graphics 1st Surface
 2} Copy: 1" Routed/Push-Thru (Waukesha County & Government Center)
 3} Faces: .125 Aluminum, Painted Colors (TBD), Granite/Stone
 4} Removable Panels Painted, Routed White Acrylic Copy,
 5} Removable Panel w/Routed White Acrylic Arrows
 6} Accents: Aluminum Painted Brushed Aluminum
 7} Masonry Base (Halquist Stone-Cambridge)

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 920.804.0999
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Project
 Waukesha County
 Department of Parks & Land Use
 515 W. Maryland Blvd.
 Waukesha, WI 53188

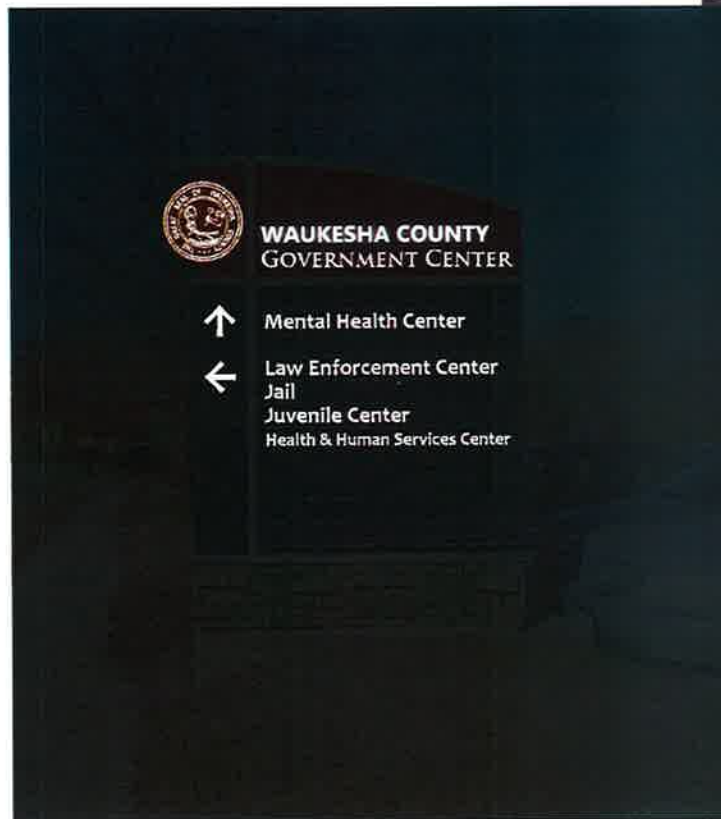
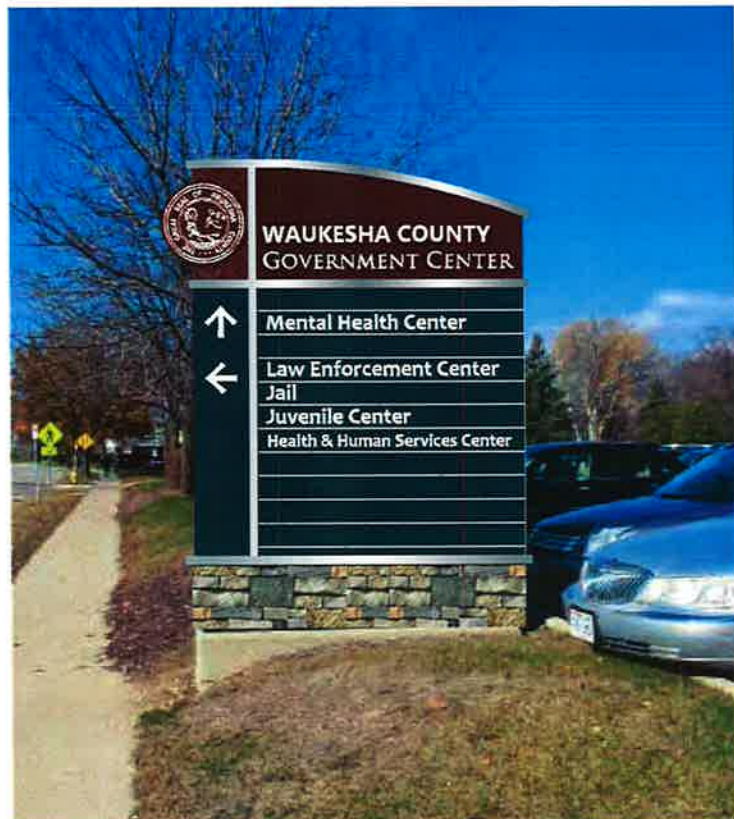
Project No.
85952

Designer
 [Redacted]

Date
 01.02.2012

Date Revised
 01.26.12 sk layouts
 02.02.12 sk options
 02.07.12 sk package
 02.21.12 sk site/copy
 04.02.13 rs copy/cpg
 04.04.13 rs copy/cpg

Sheet No. / Title
P:3

Sign Type **B**

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B.1 Side A (S/F)
Re-Use Existing Base



B.2 Side A (S/F)
Re-Use Existing Base



B.3 Side A (S/F) VERIFY
Re-Use Existing Base



B.4 Side A (S/F)
Re-Use Existing Base



B.MH1 Side A
Re-Use Existing Base

Sign Type **B**
Scale: 3/8" = 1'-0"

FONT: Candara Regular

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Project

Waukesha County
Department of Parks & Land Use
515 W. Moreland Blvd.
Waukesha, WI 53188

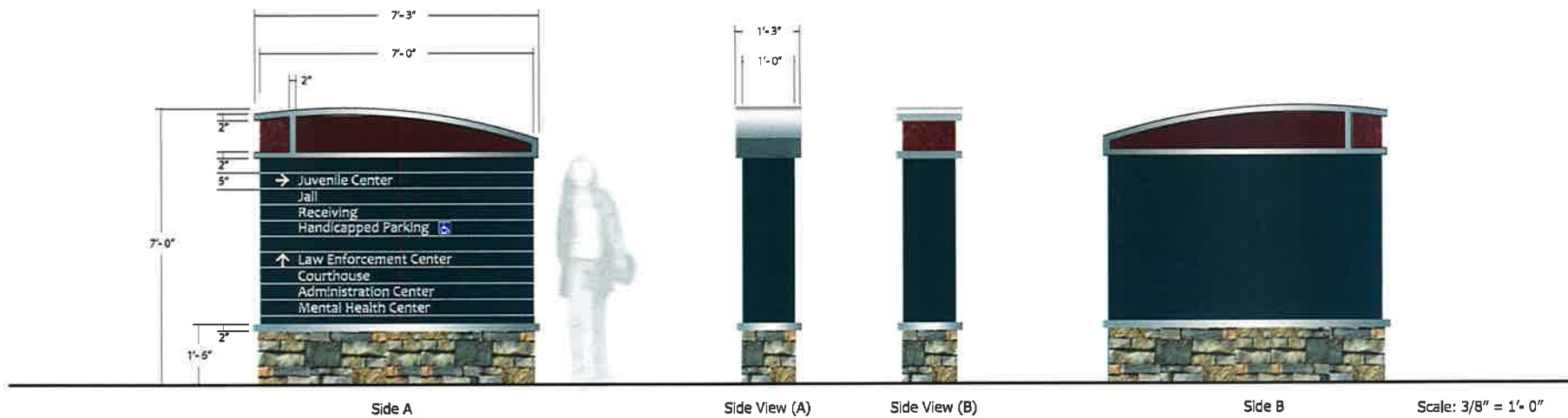
Project No.
85952

Designer
Sarah Koepsel

Date
01.02.2012

Date Revised
01.26.12 sk layouts
02.02.12 sk options
02.07.12 sk package
02.21.12 sk site/copy
04.02.13 rs copy chg
04.04.13 rs copy chg
04.23.13 rs ex. base

Sheet No. / Title
P:5



Sign Type **C** Qty: 8
 D/F & S/F Directional Illuminated Sign
 1} Faces: .125 Aluminum, Painted Colors (TBD), Granite/Stone
 2} Removable Panels Painted, Routed White Acrylic Copy & Arrows
 3} Accents: Aluminum Painted Brushed Aluminum
 4} Masonry Base (Halquist Stone-Cambridge)

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 Design/Consulting
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 www.stratident.com

Project
 Waukesha County
 Department of Parks & Land Use
 515 W. Moreland Blvd.
 Waukesha, WI 53188

Project No.
85952

Designer:
 Sarah Koopstel

Date
 01.02.2012

Date Revised
 01.26.12 sk layouts
 02.02.12 sk options
 02.07.12 sk package
 02.21.12 sk site/copy
 04.02.13 rs copy chg
 04.04.13 rs copy chg

Sheet No. / Title
P:7

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Sign Type 

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C.1 Side A (D/F)
Re-Use Existing Base



C.1 Side B
Re-Use Existing Base



C.2 Side A (S/F)
Re-Use Existing Base



C.3 Side A (S/F)
Re-Use Existing Base



C.4 Side A (S/F)



C.5 Side A (S/F)
Re-Use Existing Base



C.6 Side A (S/F)
Re-Use Existing Base



C.7 Side A (S/F)
Re-Use Existing Base



C.HHS1 Side A (D/F)



C.HHS1 Side B

Sign Type **C**
Scale: 3/8" = 1'-0"

FONT: Candara Regular

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Project
Waukesha County
Department of Parks & Land Use
515 W. Moreland Blvd.
Waukesha, WI 53188

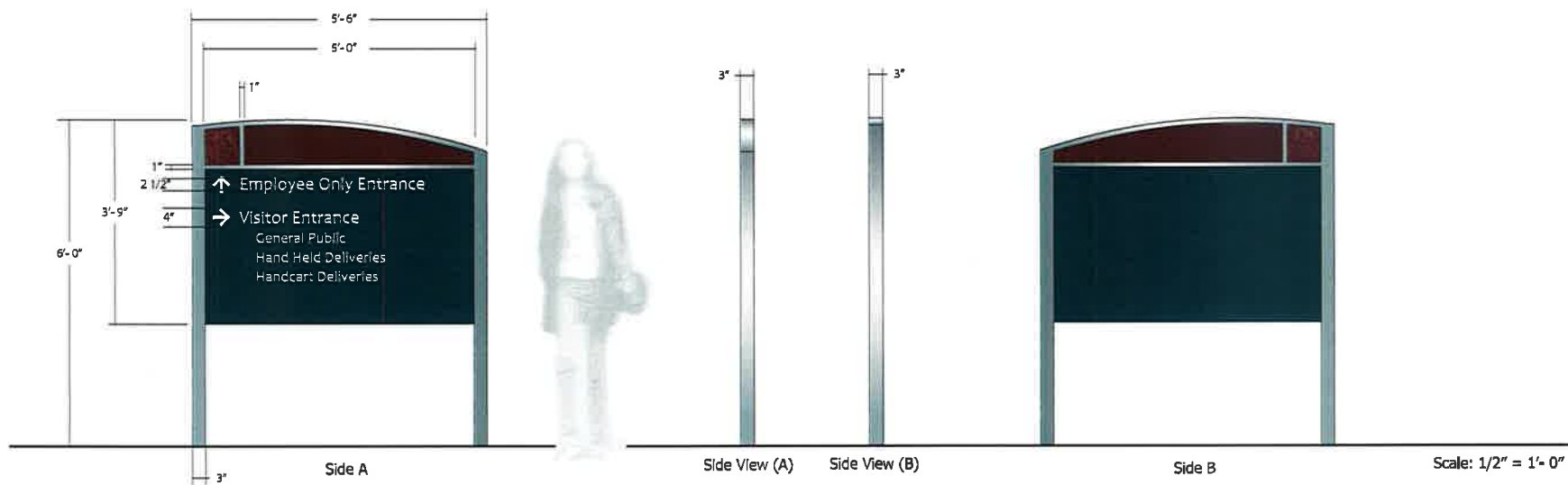
Project No.
85952

Designer
[Signature]

Date
01.02.2012

Date Revised
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02.02.12 sk options
02.07.12 sk package
02.21.12 sk site/copy
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04.04.13 rs copy/cng
04.23.13 rs copy/cng

Sheet No. / Title
P:9



Sign Type **D** Qty: 13
 D/F Directional Illuminated Sign
 1} Faces: .125 Aluminum, Painted Colors (TBD), Granite/Stone
 2} Reflective Copy & Arrows
 3} Accents: Aluminum Painted Brushed Aluminum
 4} Posts Painted Brushed Aluminum

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Project
 Waukesha County
 Department of Parks & Land Use
 515 W. Moreland Blvd.
 Waukesha, WI 53188

Project No.
85952

Designer
 Sarah Koepsel

Date
 01.02.2012

Date Revised
 01.25.12 sk layouts
 02.02.12 sk options
 02.07.12 sk package
 02.21.12 sk site/copy
 04.02.13 rs copy/chg
 04.04.13 rs copy/chg

Sheet No. / Title
P:11



Day View (Approx. Size & Location)
NTS



Existing Sign
(Existing foundation to be removed at the time of sign removal)
NTS

Sign Type **D**

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Project

Waukesha County
Department of Parks & Land Use
515 W. Moreland Blvd.
Waukesha, WI 53188

Project No.
85952

Designer
Sarah Koopst

Date
01.02.2012

Date Revised
01.26.12 sk layouts
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Sheet No. / Title
P:12

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Project
 Waukesha County
 Department of Parks & Land Use
 515 W. Moreland Blvd.
 Waukesha, WI 53188

Project No.
85952

Designer
 Sarah Koepsel

Date
 01.02.2012

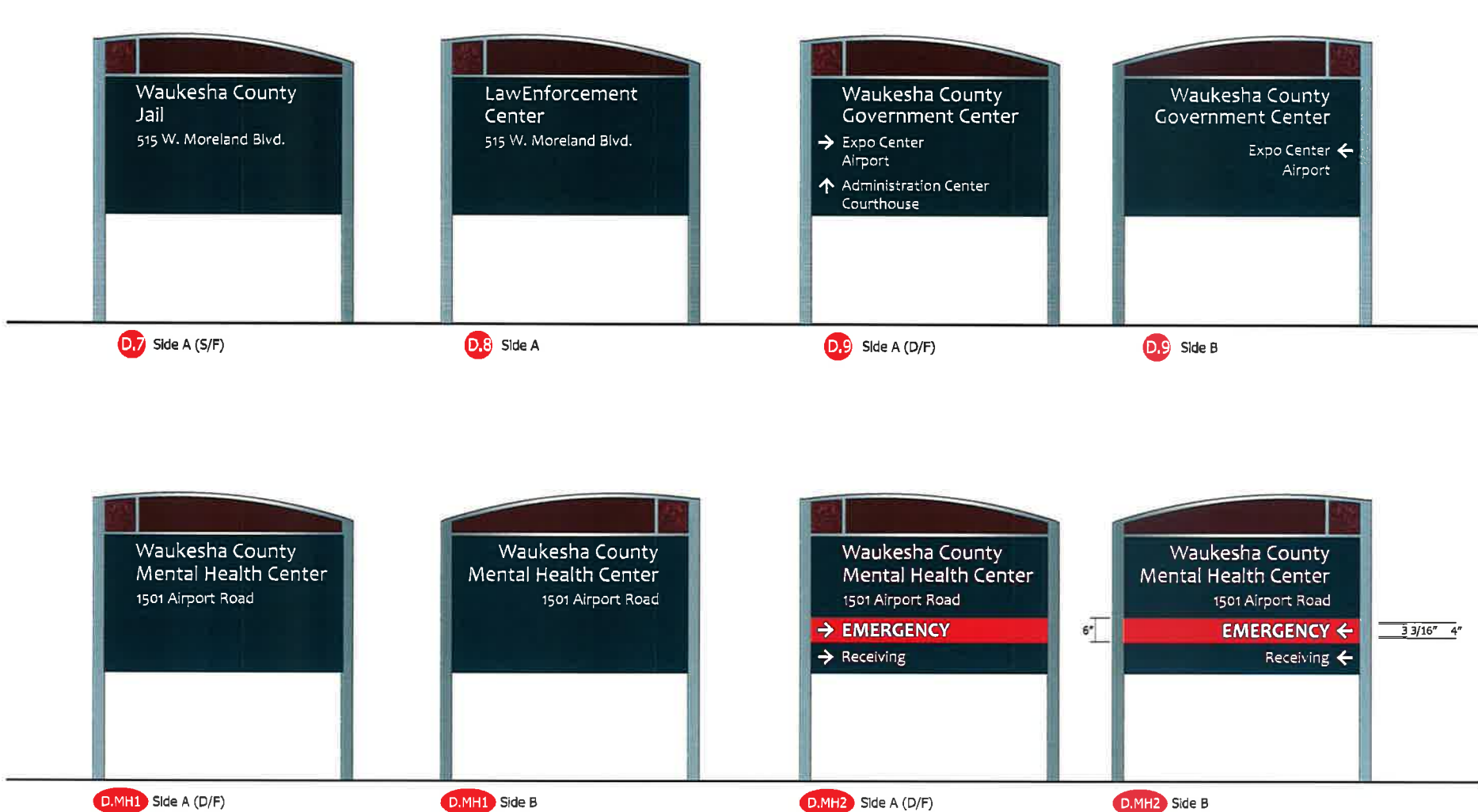
Date Revised
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 02.02.12 sk options
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 04.02.13 rs copy/chg
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Sheet No. / Title
P:13

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Sign Type **D**
 Scale: 1/2" = 1'-0"
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design / consulting
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www.stratident.com

Project
Waukesha County
Department of Parks & Land Use
515 W. Moreland Blvd.
Waukesha, WI 53188

Project No.
85952

Designer
Sarah Koepsel

Date
01.02.2012

Date Revised
01.26.12 sk layout
02.02.12 sk options
02.07.12 sk package
02.21.12 sk site/copy
04.02.13 rs copy/eng
04.04.13 rs copy/eng

Sheet No. / Title
P:14

FONT: Candara Regular

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Sign Type **D**
Scale: 1/2" = 1'-0"

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D.HHS1 Side A



D.HHS2 Side A

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Project

Waukesha County
 Department of Parks & Land Use
 515 W. Mordant Blvd.
 Waukesha, WI 53188

Project No.
85952

Designer
 Sarah Kocourek

Date
 01.02.2012

Date Revised
 01.28.12 sk layouts
 02.02.12 sk options
 02.07.12 sk package
 02.21.12 sk site/copy
 04.02.13 rs copy chg
 04.04.13 rs copy chg

Sheet No. / Title
P:15

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Sign Type **D**
 Scale: 1/2" = 1'-0"



WAUKESHA COUNTY GOVERNMENT CENTER



Mental Health Center



Law Enforcement Center
Jail

Juvenile Center

Health & Human Services Center



WAUKESHA COUNTY
GOVERNMENT CENTER



Mental Health Center



Health & Human Services Center
514 Riverview Ave.



Health & Human Services Center
514 Riverview Ave.



→ Health & Human Services Center
514 Riverview Ave.

Additional Parking 



Sign Contractor License

City of De

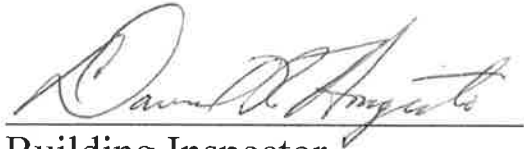
13.d

335 S. Broadway
De Pere, WI 54115

License No. S15-07

The holder of this license has complied with Section 98.4 of the City of De Pere Sign Ordinance and therefore is granted the classification of Sign Contractor. This license is valid until April 30, 2015.

Contractor: Jones Sign Co. Inc.

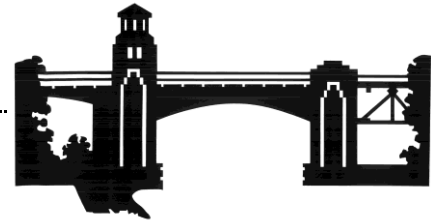

Building Inspector

Dated this 15th day of May, 2014.

Attachment: Exhibit B - Jones (3027 : Resolution #15-07, Authorizing Design Services Agreement with Jones Sign - City sign off HWY 41)

CITY OF DE PERE

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



January 13, 2015

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: New City of De Pere Sign (off HWY 41)

The existing City sign that is off of HWY41 is in disrepair. The City has budgeted for a new sign from TID #8. Before a new sign is constructed, the City needs to work with a company to develop a design. Staff put out a request for qualifications (RFQ) for designing a new sign (see attached). The sign design would be owned by the City and it would be used to obtain bids for the construction and installation of the new sign.

Staff sent out the RFQ to 8 companies and received three quotes as follows:

Consultant	Fee
Orde Sign	\$750
Creative Sign	\$1,800
Jones Sign	\$3,240

A review team evaluated the proposals to see how the City can ensure that we can obtain the best design for the site. While cost was a factor considered, the team looked at the information provided on how the firm was going to work with the City to develop the sign. Based on these criteria, the team selected Jones Sign to recommend to the Finance Committee and City Council.

Recommendation:

Staff would recommend that Jones Sign is selected for the design of the new City sign off HWY 41.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #15-08, Authorizing Agreement for Planning Services
Between the City of De Pere and Robert E. Lee & Associates, Inc.
(Area Development Plan).

ATTACHMENTS:

- Reso15-08 (DOCX)
- REL (area dev plan) 1-15-156-001-15 (DOCX)
- Exhibit A - REL (PDF)
- Exhibit B - REL (PDF)
- Jan2015_Finance_ADP (PDF)

RESOLUTION #15-08

AUTHORIZING AGREEMENT FOR PLANNING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(Area Development Plan)

WHEREAS, the City requires planning services for the creation of an Area Development Plan; and

WHEREAS, Robert E. Lee & Associates, Inc. has available and offers to provide personnel and equipment necessary to accomplish such work within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consultant Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Area Development Plan) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-08 (3026 : Resolution #15-08, Authorizing Agreement for Planning Services with REL)

**AGREEMENT FOR PLANNING SERVICES BETWEEN THE CITY OF DE PERE
AND ROBERT E. LEE & ASSOCIATES, INC.
(Area Development Plan)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the City of De Pere, Wisconsin, (“City”), and Robert E. Lee & Associates, Inc., a Wisconsin corporation (“Consultant”).

WITNESSETH

WHEREAS, the City requires planning services for the creation of an Area Development Plan; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project involves planning services for the Area Development Plan as set forth in the City’s Request for Qualifications (Exhibit A) and the Consultant’s Proposal thereto dated December 18, 2014 (Exhibit B), both of which are attached hereto and incorporated herein by reference. If a conflict exists between Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF PLANNING SERVICES

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

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed as per schedule shown in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their

response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.

Planning Services Agreement
Robert E. Lee & Associates
Page 3 of 7

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: Director of Planning
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Robert E. Lee & Associates, Inc.
 Attention: Jared G. Schmidt
 1250 Centennial Centre Boulevard
 Hobart, WI 54155

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

ROBERT E. LEE & ASSOCIATES, INC.
 By:

CITY OF DE PERE
 By:

 Print Name:
 Title:

 Michael J. Walsh, Mayor

 Print Name:
 Title:

 Shana L. Defnet, Clerk-Treasurer

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A Request for Qualifications Area Development Plan – De Pere

De Pere, Wisconsin

Project: Area Development Plan – De Pere

Client: City of De Pere

Location: East side of De Pere – South of Rockland Road

Organization: City of De Pere

Contact Person:

Name	Ken Pabich
Title	Director of Economic Development & Planning
Address	335 S. Broadway De Pere, WI 54115
Email:	kpabich@mail.de-pere.org
Phone:	(920) 339-4043
Fax:	(920) 339-4049

Timeline: The proposal, in the form described in Attachment I, shall be received at the above address by **December 18, 2014**. The selected firm will present the City with 8 hard copies of the final proposal as well as one electronic copy in MS Word and one in Adobe Acrobat format.

Fax or e-mail submissions **will not** be accepted.

Request for Proposals issued	November 25, 2014
Proposal Due	December 18, 2014, 4pm CDT
Firm Interviews	January 5, 2015 (week of)
Project Awarded	February 3, 2015 (contract)
 Draft Report for Review	 May 1, 2015
Final Report Completed	May 29, 2015

Site Visit: Firms are free to visit the site as needed for development of the proposal.

Attachment: Exhibit A - REL (3026 : Resolution #15-08, Authorizing Agreement for Planning Services with REL)

I. Project Description

The future growth area for the City of De Pere is in an area south of Rockland Road and is defined in the City Comprehensive Plan (www.de-pere.org). Much of this growth will be impacted by the identification of the Brown County southern bypass. To plan for the orderly development of the area, the City wants to develop an area development plan.

II. Scope of Work to be Performed

The area development plan is to be developed for the area defined (see attachment A) and is to include the following:

1. Identification of physical development limitations
 - a. ESAs from Brown County
 - b. Wetlands from WI DNR
 - c. Soils: identification of hydric soils which may limit development
 - d. Floodplain from Brown County
 - e. Slopes/Elevation from Brown County
2. Development of a proposed transportation network. The ADP should provide road networks to the arterial and collector level with conceptual layouts for minor roads. The ADP should also account for pedestrian and bike utilization/interconnectivity of facilities along with potential trail systems. The Fox River Trail extends through the corridor. Connecting City facilities to the Trail is important.
3. Identification of primary utility services as listed below. These facilities will be provided on arterial and collector streets, not the local streets:
 - a. Sewer: The ADP will identify the future sanitary sewer facilities along the collectors and arterials along with extensions to get to those facilities. Preliminary sanitary sewer flows, sewer sizes, inverts, and slopes will be provided by the consultant. The design will be based on existing contours. The City will provide input on the downstream sewer capacities.
 - b. Water: The ADP will show proposed water main facilities and sizes. The City had a detailed water study completed in 2011. This report will be used as the basis for water main sizing and locations. The consultant will not need to recreate this study nor do extensive modeling. It is important that the ADP completed as part of this project show all facilities including water main.
 - c. Storm Water: The ADP will identify regional storm water treatment facilities along with preliminary sizing of the surface area. The surface area will be based on WI DNR Best Management Practices, land use, and the size of the drainage basin. Provide locations of storm water transportation facilities (storm sewer and swales) on the map. Sizing is not required for these facilities.
4. Development: The City Comprehensive Plan identifies future land uses in the growth area; however, more detail is needed to help determine overall development densities within the primary zoning classes. Provide additional detail on recommended land use. It is important to provide transition between land uses such as commercial to residential. This should be taken into account in the plan.
5. Community Assets: The ADP should identify primary areas for community facilities such as parks, trails, etc. and connection to existing facilities such as the Fox River Trail.

III. Meetings/Design Procedure

The project will involve several meetings. The list of meetings along with the general purpose is as follows:

1. **Kickoff Meeting.** The purpose for this meeting will be to share information and data on the project before work actually begins. General concepts, site constraints and specific issues known to the City will be discussed at this meeting.
2. **Design Meeting 1 – Preliminary Design Review.** This meeting will be held after the information on the existing site conditions has been completed. Goals of this meeting will be to review the map, discuss more detailed land use and densities, and have a brainstorming session on potential road layouts. Additionally, we will discuss preferred lot sizes based on land use. This information will be used to determine street location.
3. **Design Meeting 2 – Preliminary Street Layout and Land Use Review.** At this meeting, the consultant will provide recommended land use, preliminary arterial and collector road layouts, and interceptor sanitary sewer locations. Because of the large area, there may be several different road layouts. The consultant will prepare up to three different alternative road layouts. Goals of the meeting will be to review the information and layouts. The group will review the layouts and combine various areas to finalize one layout. Potential recreation facility locations and trails will be identified at this meeting.
4. **Design Meeting 3 – Street Layout and Land Use Review.** At this meeting, the consultant will provide the recommended street layout, land use, park and recreational facilities and potential storm water management facilities. Additionally, a conceptual layout of local streets will be completed.
5. **Plan Commission Meeting** – Once the final layout is completed, the consultant will attend the Plan Commission to review the ADP.
6. **Design Meeting 4 – Final Utility Layout.** The consultant will prepare the utility layouts for arterial and collector streets after the ADP is approved by the Plan Commission. Utility layouts will not be required for local streets. This is anticipated to be the last meeting.

IV. Compensation

Funds for this project are provided by the City of De Pere. The payment schedule can be negotiated with the selected contractor; however it is expected that the payments would be tied into key milestones.

IV. Proposal Selection Process and Criteria

A. Proposal Reviewers

The City of De Pere will have a selection committee that shall evaluate submitted proposals and make the final selection.

B. Evaluation Criteria

Proposals (electronic or hard copy) will be evaluated using three sets of criteria and firms meeting the mandatory criteria will have their proposals evaluated and scored for the technical qualifications and price. The following represent the principal selection criteria to be considered:

1. Mandatory Elements
 - a. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
 - b. The firm adheres to the instructions in this request.

- c. The firm submits copies of its licenses and appropriate insurance once awarded the contract.
- 2. Technical Qualifications (Required with Proposal)
 - a. Demonstration of appropriate experience and qualifications of all staff, firms, and subcontractors contributing to the project.
 - b. Demonstration of sufficient past experience and performance on comparable projects. Provide a list of at least three similar projects along with contacts/references for these projects.
 - c. Provide a maximum of two pages identifying the practicality of proposed methods and approach to accomplish the goals.
- 3. Proposed scope of work and schedule of compensation.

C. Oral Presentations

The City of De Pere may, at its discretion, request any one or all firms to make a presentation in person. Such presentations will provide an opportunity to answer questions about the proposal. Not all firms may be asked to make a presentation. No reimbursement for such presentations will be provided.

D. Final Selection

The City of De Pere will select a firm based upon the above criteria. It is anticipated that a firm will be selected in January. Following notification of the firm selected, it is expected that a contract will be executed between both parties within 30 days.

E. Right to Reject Proposals

By responding to the RFQ an individual respondent accepts the process outlined in this RFQ and fully acknowledges that the final determination of the City of De Pere is binding and without appeal.

The City reserves the right to reject any and all proposals, without prejudice and/or waive any irregularities if deemed in the best interest of the City.

The City of De Pere reserves the right to accept the proposal considered most advantageous. All respondents accept this process when submitting a proposal.

V. Attached Documentation or Resources Available

The following resources have been provided or are available to help assist interested parties understand the scope of the project:

Additional resources:

City of De Pere Website:	City Comprehensive Plan (Community Development/Planning).
Brown County Website:	County Comprehensive Plan.
NEW Water:	NEW Water will be able to provide the existing capacity that extends to this area.
City of De Pere:	The City Engineering Department will work with the contractor on the identification of existing utilities.

Attachment I: Map of Project Area

Map of the project area.

Attachment II: Proposal Format

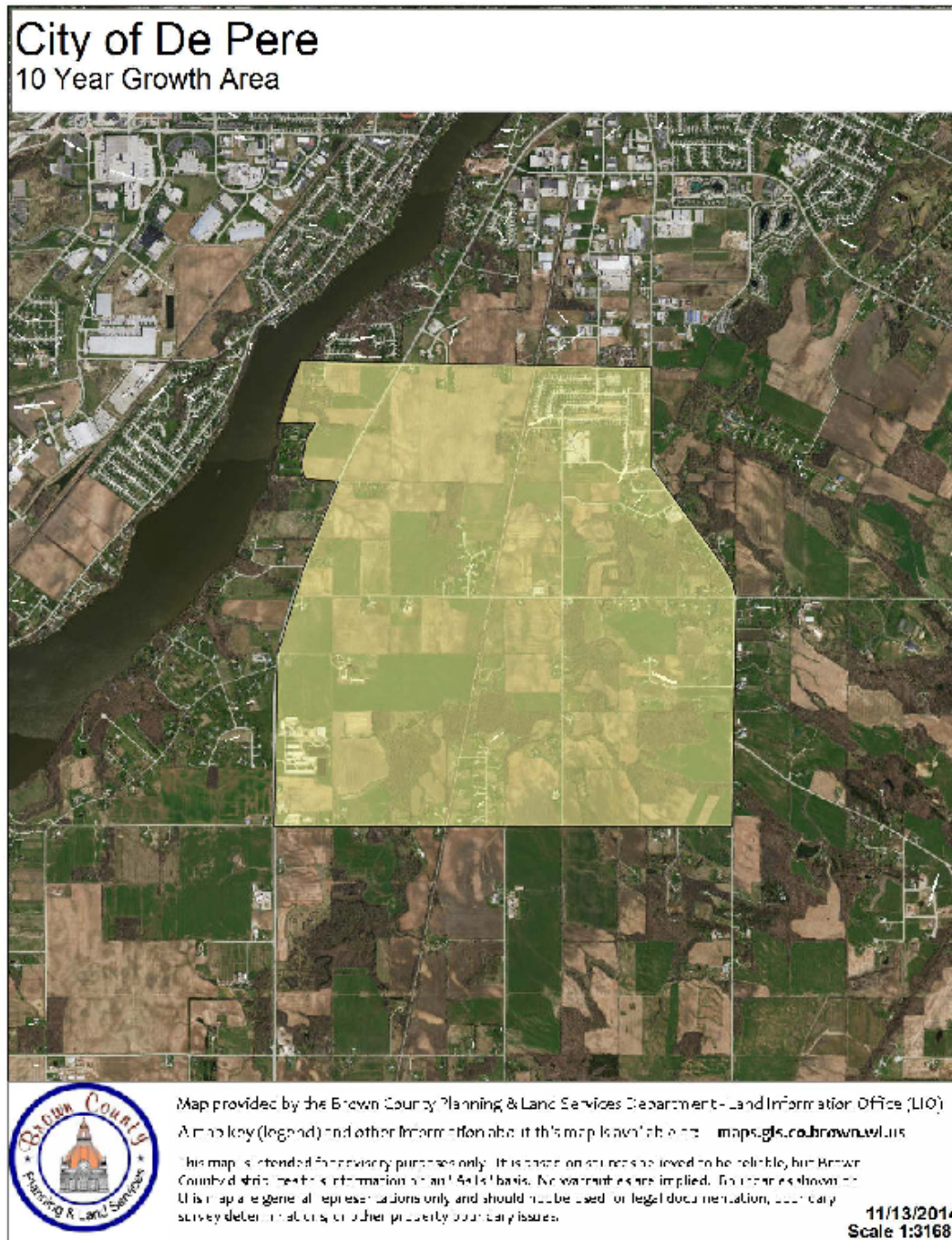
Explains the project requirements for firms submitting proposals.

Attachment III: Summary of Deliverables

Summary of expected deliverables for the project.

Attachment IV: Items to be provided by the City**Attachment V: Fee Schedule**

Attachment I



Attachment II

Proposal Format**Responding Engineering/Architectural Firms will provide:**

- An introduction outlining their interest in and general approach to the project and containing an overview of their firm.
- A summary of their relevant experience, with a brief description of each project experience and the individuals involved in that work.
- References for specific projects listed above complete with references for each project cited.
- The credentials and roles of all members of their team to perform the work requested both in-house and sub-consultants and including additional references for projects cited there.
- A detailed description of their approach to the work, including a proposed timeline, and brief descriptions of specific deliverables.
- A lump sum cost proposal for the work identified, along with hourly rates for assigned personnel and consultants for additional work should that later be requested (costs should be identified for the scope of work requested, along with reimbursable expenses for the trips identified in the Scope checklist related thereto).
- Detailed Cost Breakdown by primary objective:
 - Physical Limitations
 - Transportation Network
 - Utilities
 - Development
 - Community Assets
- Any concerns, qualifications, or conditions placed on the proposal.
- A sample of or excerpts from a similar work product, along with any other relevant project or promotional materials.

Attachment III**Summary of Deliverables**

The City is not interested in the development of a lengthy document. The City wants to focus on the ADP and only the information necessary to support the plan.

Below is a list of the expected deliverables:

- 1. ADP in AutoCADD or ESRI Shape files.**
- 2. Description of or documentation for the primary objectives supporting the ADP:**
 - a. Physical Limitations
 - b. Transportation Network
 - c. Utilities
 - d. Development
 - e. Community Assets

Attachment IV**Items Provided By City**

The City will provide the following items:

1. GIS data for the site (parcels and other planimetric data including aerals and contours).
2. Engineering data for the site including sanitary sewer, water main, and storm sewer in the vicinity. Additionally, the City will provide capacities in downstream sanitary sewers.
3. The City can provide the necessary meeting space for the project.

Attachment V

Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Fee Breakdown:

Meetings (Six) – _____

Gather Preliminary Information – _____

Provide Two Conceptual Development / Street Layout – _____

Recommended Street Layout and Land Use: _____

Recommended Sanitary Sewer Layout and Design: _____

Recommended Water Main Layout Based on Report: _____

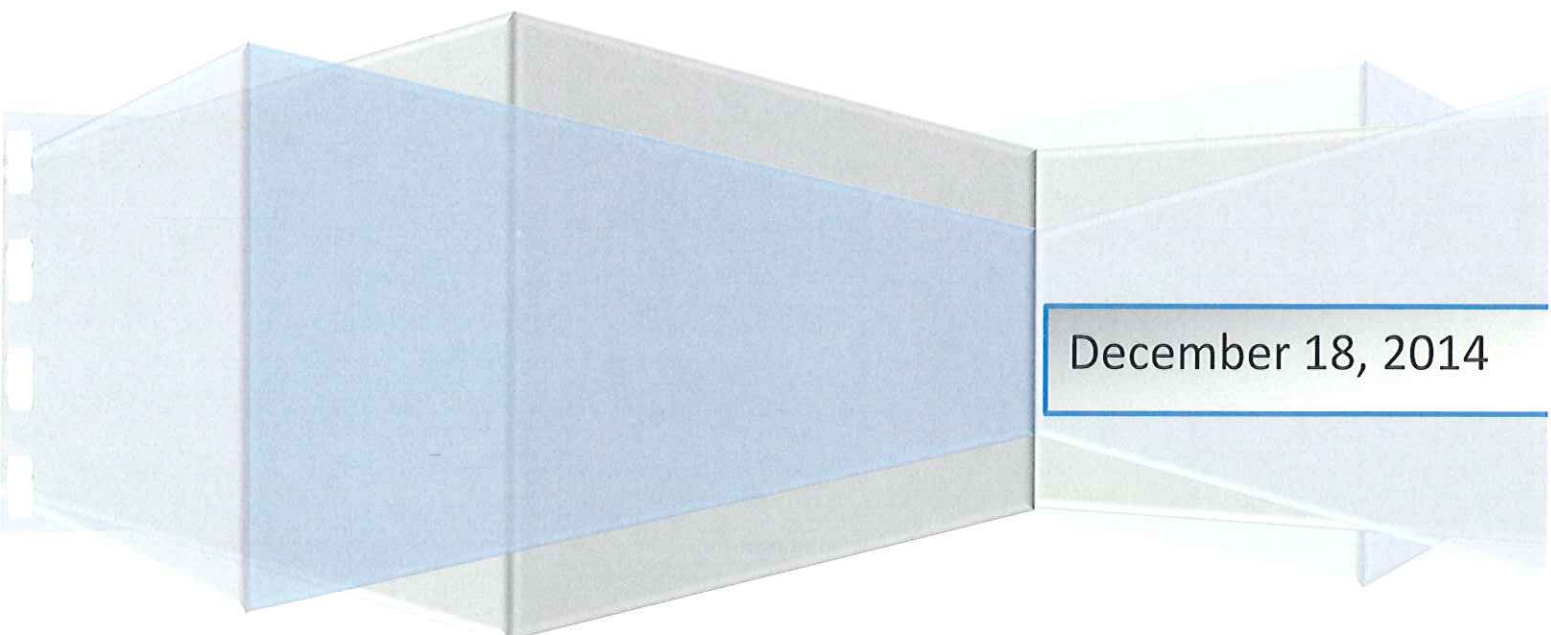
Recommended Storm Sewer/Storm Water: _____

Recommended Recreational Facilities: _____

City of De Pere

Area Development Plan – South of Rockland Road

Request for Qualifications



December 18, 2014



Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services

Exhibit B

**Robert E. Lee & Associates, Inc.**

Engineering, Surveying, Environmental Services

December 18, 2014

Green Bay Office
4664 Golden Pond Park Ct.
Hobart, WI 54155
920-662-9641
FAX 920-662-9141
E Mail rel@releeinc.com

Mr. Ken Pabich, Director of Economic Development & Planning
CITY OF DE PERE
335 South Broadway
De Pere, WI 54115

RE: Request for Qualifications, Professional Services
Area Development Plan South of Rockland Road
De Pere, Brown County, WI

Dear Mr. Pabich:

Thank you for the opportunity for Robert E. Lee & Associates, Inc., (REL) to provide this summary of qualifications to prepare an Area Development Plan (ADP) for the City of De Pere's future growth area, south of Rockland Road. REL is uniquely positioned to assist in the development of this ADP, because of its vast knowledge of the City of De Pere, from staff living in and around the City, as well as our long history of working and collaborating with the City of De Pere on past projects.

REL has a strong reputation and knowledge base in the region. Being located in Brown County, and conducting a significant amount of work in the area, REL professionals have a firm grasp of development patterns, property demands, and growth trends in the area. This allows REL staff to properly place proposed land uses, allocate adequate space per land use, and develop a comprehensive analysis for the sanitary, water, and storm water distribution and collection systems.

With our main focus in land development and municipal engineering, we have a firm understanding of the City's needs for this project. This understanding will allow for a thoughtful, yet efficient ADP development. REL will work seamlessly with De Pere staff, as well as integrate input from other outside sources such as the Wisconsin Department of Natural Resources, Brown County Planning, and NEW Water, as needed. Our comfort level with City staff and outside resources allow fluid, open communication of critical aspects of the plan, to ensure the plan developed is not only functional, but constructible.

REL surveyors and engineers will team together to best identify any physical limitations of the project area, then develop a comprehensive transportation network, along with identifying the primary utilities including sanitary sewer, water main, and regional storm water management facilities. The ADP will incorporate multi-modal design concepts, and help identify properly sized open spaces to be allocated throughout the project area, with additional attention given to the Fox River Trail bisecting the growth site.

December 18, 2014

Mr. Ken Pabich, Director of Economic Development & Planning

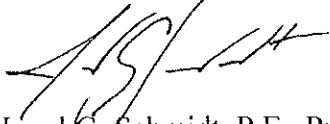
CITY OF DE PERE

Page 2

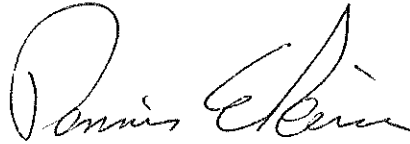
We feel that our vast experience over all applicable disciplines makes REL a great candidate to assist the City of De Pere with the preparation of this ADP for the area South of Rockland Road. If you have any questions or would like to further discuss REL's capabilities, please do not hesitate to contact our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Jared G. Schmidt, P.E., Principal
Civil / Municipal Engineering Manager



Dennis E. Reim, R.L.S., V.P.
Director of Technical Services

JGS/DER/JME

ENC.

*City of De Pere**Area Development Plan – South of Rockland Road*

Robert E. Lee & Associates, Inc., established in 1956, provides a wide range of Surveying, Engineering, and Environmental Services throughout Wisconsin and Upper Michigan. REL's major focus is providing municipal engineering and planning services for Towns, Villages, and Cities. REL's commitment to serving the public sector will create a natural cohesiveness between the City of De Pere and REL staff to create an integrated design team. Though REL will develop the detailed documents that make up the Area Development Plan, close coordination and communication with City staff and stakeholders will be critical to create a clear vision for the area south of Rockland Road.



REL's experience working with the City, and assisting other municipalities in their planning and development needs leads REL to believe it is best suited to assist the City with the creation of the requested Area Development Plan (ADP). Our overall approach is to listen to the needs of the stakeholders, then create a comprehensive, thoughtful set of development plan options. From those options, REL will utilize its experience to set-up road patterns that are desirable for various land uses and will provide a cost-effective and efficient network for public utilities. By simplifying a complex ADP, the likelihood of developing a plan that can actually be implemented greatly increases, thus adding significant value to the City of De Pere.

SUMMARY OF RELEVANT EXPERIENCE

Since REL's inception, nearly 60 years ago, our planners, engineers, and surveyors have been laying out and developing land throughout Northeast Wisconsin. This longevity of experience has allowed us to better understand development trends and patterns, ensuring future development will keep up with the changing needs of society, and specifically the City of De Pere. By best identifying appropriate land uses and lot sizes, and incorporating open spaces and multi-modal transportation, the proposed ADP will allow for desired and expedited growth. The area south of Rockland Road is a natural expansion area for the City of De Pere, with the pending south bridge connection, ability for light industrial and general business expansion, and placement of mixed-use residential development near Susie C. Altmayer School and the Rolling Hills adjacent to CTH PP.

Attached, and made part of this statement of qualifications and proposal, is a small sampling of REL's experience working with various municipalities to develop ADPs to the depth and complexity of what the City of De Pere is requesting within this project's scope of work. REL represents numerous municipalities as their municipal engineer. Our responsibility as municipal engineer, in many cases, means REL staff helps act as administrator, zoning expert, planner, and designer of municipal services (roadways, sanitary sewer, water main, and storm water management). By being directly connected to all facets of development, for such a variety of towns, villages, and cities, helps provide a diversity of experiences handling unique development challenges and working with all terrains, soil types, and development types.

City of De Pere
Area Development Plan – South of Rockland Road

In addition to development of general land use, and street patterns, REL designers have planned and were responsible for the detailed design of the following regional facilities:

Sanitary Sewer System – REL most recently completed system capacity and expansion studies for NEW Water (Dutchman Creek and Scott-Bayshore Interceptor) and City of Kiel (main truck system expansion). Incorporated into the analysis were flow considerations (current, growth, and ultimate flows) pipe sizing analysis, material consideration, and route consideration. Modeling was completed using XPSWMM, representing a fluid modeling system, which could be utilized by the City going forward to be updated with actual development patterns. As part of each of these studies, a regional approach was used to identify short, mid, and long-term growth patterns, and to take into consideration allowable flow allocations that can be accommodated by downstream pipes, and any restrictions other infrastructure may create for the system.



REL has assisted the Village of Hobart in expanding their sewer service area, and sewer system into their new development locations made up of TIF No. 1 and No. 2. This included completing both minor and major sewer service amendments, and coordination of capacity to NEW Water. This coordination took into account multiple growth scenarios for a planned, but unknown development pattern, similar to what is being requested here by the City.

Water System Analysis – REL has experience working with water treatment, booster stations, and distribution systems, etc. Analysis includes system modeling to help provide adequate pipe sizing and accommodation for adequate system pressure to a large development area.

Currently, REL is working with the Village of Wrightstown and Green Bay Water Utility to design and construct a water distribution line from the systems current location in the Village of Ashwaubenon to the Village of Wrightstown, a distance of 11.7 miles. Additional system studies have been completed or are ongoing for the Village of Hobart, Village of Sister Bay, and Village of Luxemburg.

Storm Water Management – Storm water management, specifically accommodating storm water regulations enacted through NR151 and NR216, is an increasingly critical item to accommodate during any master planning effort. Without a thoughtful, accommodating storm water plan, the best intended ADP will fail. Storm water, when properly laid out, can become a development amenity, and create added developable land. A well-planned regional design can maximize developable land, minimize pipe sizing, and maximize potential tax base, while reducing initial development costs.

REL has been responsible for hundreds of storm water plans. These designs vary from small single-user sites to large regional development plans. REL designed De Pere's regional storm water management plan for the west industrial park, designed the regional storm water pond for the City of Green Bay's east business park, and is responsible for planning of the 600-acre Centennial Centre at Hobart development. Each of these regional facilities incorporated multiple, in some cases, interconnected series of detention ponds, infiltration basins, and storm sewer systems.

REL welcomes added discussion of our vast experience beyond the project examples identified within this proposal.

City of De Pere
Area Development Plan – South of Rockland Road

REFERENCES

Mr. Andrew Vickers, Village Administrator

Village of Hobart (920) 869-3804
Projects Completed – Area development planning, utility planning/modeling/design, regional storm water management design, and implementation.

Ms. Kathy Jandrin, Village Clerk

Village of Luxemburg (920) 845-2722
Projects Completed – Area development plan, Village Engineer responsible for planning/design of roads, utilities, storm water management.



Mr. Brian Vanderloop, Field Services Manager

NEW Water (920) 438-1151
Projects Completed – Dutchman Creek and Scott-Bayshore interceptor sewer system analysis.

Mr. Dennis Dederling, City Administrator

City of Kiel (920) 894-2909
Projects Completed – City engineer responsible for sanitary sewer study, engineering design of road and utilities, regional and local storm water management.

Mr. Reed Woodward, Village President

Village of Pulaski (920) 882-5182
Projects Completed – As acting Village Engineer, REL provides assistance in all engineering-related practices including road and utility design, and is currently assisting in developing a regional plan for a newly annexed section of the Village.

Mr. Matt Heckenlaible, P.E. City Engineer

City of Green Bay (920) 448-3112
Projects Completed – Multiple regional storm water features, including East Green Bay Business Park, The Woods Golf Course, Huron Road Ponds, McAuliffe Park wetland pond, etc.

City of De Pere

Projects Completed – Nicolet Square ALTA survey and 30% storm water management plan, engineered drawings. West Industrial Park, comprehensive regional storm water management plan. Hemlock Creek structure replacements and pedestrian crossing.

PROJECT TEAM

Firm Vice President, Dennis Reim R.L.S., and firm Principal, Jared Schmidt, P.E., will lead Robert E. Lee & Associates development team. Dennis along with REL road network planners will be responsible for the development of the conceptual development and street layouts. Jared along with REL staff engineers will be responsible for the comprehensive analysis of the sanitary, water, and storm systems.

City of De Pere
Area Development Plan – South of Rockland Road

Dennis Reim, R.L.S., has been responsible for an endless amount of development plans and has platted thousands of lots throughout Brown County. Troy Hewitt, R.L.S., will provide additional support and layout. Troy has 14 years of land development experience, and his technical skills will be utilized to help incorporate the various base mapping components into the design. Incorporation will include the identification and input of all physical limitations that may compromise the development area. These items may include, but are not limited to wetlands, steep slopes, floodplain, and environmental sensitive areas.



Phil Ohlinger, GIS Manager, will provide Dennis and Troy support through the assistance of generating base maps and importing all available base mapping into the ADP. Phil's knowledge of GIS, will allow all created map deliverables to be provided in AutoCAD, as well as GIS compatible format.

Jared Schmidt, P.E., Principal and Civil/Municipal Engineering Manager, will oversee technical engineering plan development. Jared's strengths are communicating, project management and facilitation, and breaking down complex scenarios in thorough concise and thoughtful presentation. Jared will help oversee and coordinate the design team of Lee Novak, P.E., Aaron Breitenfeldt, P.E., and Josh Steffek, E.I.T. in the design development of the Sanitary Sewer System, Storm Water Management plan development, and water system sizing.

Each of the listed design engineers are leaders in their respected disciplines, and complete their analysis efficiently, and effectively utilizing the most up-to-date and current modeling systems and software.

A complete set of resumes can be provided upon request by the City of De Pere. REL proposes to complete all work with existing staff located in our Green Bay area office.

PROJECT APPROACH

When developing a comprehensive Area Development Plan (ADP), REL's approach is to first listen to the needs and desires of a community. In addition to considering items discovered at the City initial kick-off meeting, REL will incorporate other "big picture" items, including the "small, but critical" details. The small details can be the deciding factor between a pretty picture and an executable ADP. By accessing the most current base mapping available by the City, County, and WDNR, REL will also incorporate other GIS mapping to combine each layer into an interactive map, which will allow for a comprehensive plan development. By creating a single location for all physical limitations, REL planners and designers can best layout the road networks and associated physical utilities.

During the design development of the ADP, REL intends to work as a direct extension of the City of De Pere and their assigned staff. Having familiarity working with City planning and engineering staff, most recently for the Nicolet Square planning project, REL's team has a good understanding of the high expectations that the City has of their consulting partners. With thorough planning and the assembly of a terrific design team listed previously, REL will meet and exceed those expectations.

City of De Pere
Area Development Plan – South of Rockland Road

Our approach to creating a thoughtful plan is to breakdown the plan utilizing three major design components/considerations. These components include Transportation Planning, Utility layout, and Cost Benefit analysis. Each of these components are further described below, and divided into sub categories.



Transportation Planning – Transportation, in conjunction with land use planning, may be the most important visual and physical improvement to the landscape, and the driving factor for the development plan. Land use guidelines set forth by the comprehensive plan will be utilized and modified, as appropriate. Based on the various land uses, the road network will be identified based on current trends for lot size and dimensions of each land use. Identification between local, collector, and arterial streets will be identified based on anticipated traffic generation from each development area. Depending on the desires of the City, REL can strategically place signature roadways to help create a unique sense of place.

Incorporated into the transportation-planning component of the ADP, REL will help identify locations for other community assets. These will include various open spaces, ranging from pocket parks, linear parks, trail heads, or larger regional parks. Park spacing, size, and location will be dictated by population center, and access to the segment of the Fox River Trail that bisects the project area.

Utility Layout – Utility layout will be analyzed at multiple times throughout the plan development process. Initial layout and conceptual routes will be completed, to allow proper sanitary sewer service and allocation of areas for storm water management features. These are two critical components of public utility features.

By identifying the appropriate reach of a sanitary sewer system, will ensure that the maximum amount of land can be serviced by gravity feed, and can help identify future needs for possible easements that may be required to best service the area. Pre-planning for a sanitary system can allow the City to plan land or easement acquisition during the development process, not after.

Careful breakdown and analysis of drainage basins, will allow REL designers to properly space storm water features, reducing the need for long oversized storm sewer pipes. Location is also critical to ensure proper consideration for soil type, as well as other limiting features, such as wetland and floodplains.

The initial layout of the sanitary and storm systems will aid in Transportation planning, but will also allow for a more comprehensive analysis for the City, as a final deliverable of sizing and location of utilities. The water system analysis will accompany the design development, but consideration is more critical at final analysis to identify proper sizing, as well as pressure analysis. As water main is not a gravity fed system, there is added flexibility in the design parameters, including consideration of future system improvements such as water towers, booster stations, or pressure-reducing systems.

Cost-Benefit Analysis – Through the development of physical improvements including road network, utilities, and community assets, REL designers will continually incorporate the cost of development component into their analysis. Construction and long-term maintenance costs can ultimately be controlled by a comprehensive layout and design.

City of De Pere
Area Development Plan – South of Rockland Road

REL's knowledge of planning, design, and construction provides a wealth of experience to rely on through the plan development process. We understand that sound placement and routing of sanitary systems can save money by reduced depth of construction, as well as proper pipe sizing. This design must consider anticipated rate and location of development. At times, the ability to open up additional developable land may trump practical design concepts. Also, by placing storm features in appropriate locations and considering slopes and soil conditions, storm sewer pipe sizing can be reduced. Smaller piping leads to lower installation costs, reduction in ongoing maintenance costs, as well as lower long-term replacement costs.

Through thoughtful planning, and proper design, REL's approach is to work closely with the City and associated stakeholders to develop the most thorough and conscientious area development plan for the area south of Rockland Road.

SCOPE OF WORK – SCHEDULE AND COMPENSATION

REL proposes to complete the desired scope of work for a lump sum of \$24,900, as further identified on the attached Fee Schedule. In addition to the lump sum effort, a summary of REL's standard billing rates has been attached in the event the City of De Pere elects to modify the scope of the project, which may require time-and-expense billing.

REL has no known conflicts of interest, and places no qualifications or conditions on the proposal that may encumber our ability to complete this project on behalf of the City of De Pere. It is our intention to complete the project based on the schedule presented within the Request for Qualifications, unless mutually altered by the City and REL. Assuming a project award of February 3, 2015, and project completion of May 29, 2015, the following are schedule milestones for the project.

- ◆ February 3 - Project Award
- ◆ February 5 - Kickoff Meeting
- ◆ February 23 - Preliminary Design Review Meeting
- ◆ March 10 - Preliminary Site Layout and Land Use Review
- ◆ March 31 - Street Layout and Land Use Review, Storm Water Plan
- ◆ April - Plan Commission Meeting
- ◆ April 20 - Design Meeting, Utility layout
- ◆ May 1 - Draft Report Complete
- ◆ May 29 - Final Report Completed

Though not requested, REL would be happy to present the final plan to the City Council, as desired by the City. This meeting is included within our summary fee, and could be completed in June.

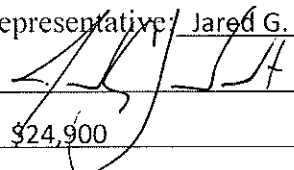
Robert E. Lee & Associates would like to thank the City of De Pere for the opportunity to provide this proposal for assisting the City in creation of an Area Development Plan for the land south of Rockland Road. We welcome the opportunity to further discuss our qualifications, project experience, and project approach with the City to aid in your selection process.

ATTACHMENTS

- ◆ Project Examples
- ◆ Fee Summary, REL 2015 Billing Rates

Attachment V

Fee Schedule

Company Name: Robert E. Lee & Associates, Inc.Company Address: 1250 Centennial Centre BoulevardCompany Address: Hobart, WI 54155Company Representative: Jared G. Schmidt, P.E., PrincipalSignature: Fee (Total): \$24,900

Fee Breakdown:

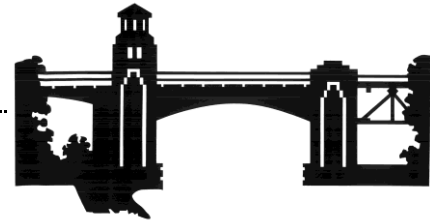
Meeting (Six) - \$3,600Gather Preliminary Information - \$1,500Provide Two Conceptual Development / Street Layout - \$5,000Recommended Street Layout and Land Use: \$2,500Recommended Sanitary Sewer Layout and Design: \$3,600Recommended Water Main Layout Based on Report: \$3,400Recommended Storm Sewer/Storm Water: \$3,600Recommended Recreational Facilities: \$1,700

**ROBERT E. LEE & ASSOCIATES, INC.
2015 LABOR RATES**

<u>Staff Type</u>	<u>Billing Schedule</u>
CAD TECHNICIAN I	64.00
CAD TECHNICIAN II	73.00
CLERICAL I	45.00
CLERICAL II	53.00
CLERICAL MANAGER	74.00
ENGINEER I	86.00
ENGINEER II	95.00
ENGINEER III	114.00
ENGINEER IV	126.00
ENGINEERING TECHNICIAN I	69.00
ENGINEERING TECHNICIAN II	80.00
ENGINEERING TECHNICIAN III	102.00
GIS MANAGER	57.00
LAND USE PLANNER I	75.00
LAND USE PLANNER II	101.00
NATURAL RESOURCES SCIENTIST I	58.00
NES DIVISION MANAGER	102.00
SURVEYOR I	58.00
SURVEYOR II	68.00
SURVEYOR III	79.00
TECHNICAL SERVICES DIRECTOR	134.00

CITY OF DE PERE

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



January 13, 2015

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Area Development Plan

An Area Development Plan (ADP) is a tool that is used to develop a plan that is detailed enough to ensure growth can occur in an effective and efficient manner. It is also used to provide more detail on how an area is going to be developed beyond general zoning classifications.

The City Comprehensive Plan defines a future growth area that extends to the south on the east side of the City. We need to properly plan for this future growth by planning the primary land uses, utilities (sanitary / water / storm water), transportation network and natural / recreational areas. To accomplish this work, staff developed a request for proposals (RFQ) to develop an Area Development Plan for the future 10 year growth area as defined in the City Comprehensive Plan (see attached RFQ).

Staff sent out the RFQ to 8 companies and received 6 quotes as follows:

Consultant	Fee
Ayres	\$56,567
Cedar Corp	\$52,900
GRAEF	\$77,500
MachIV	\$29,740
Mau & Associates	\$65,000
Robert E Lee & Associates	\$24,900

A review team evaluated the proposals to see how the City can ensure that all of the requirements of the ADP would be addressed. While cost was a factor considered, the team looked at the information provided on how the firm was going to work with the City to develop the ADP. Based on these criteria, the team selected Robert E Lee & Associates to recommend to the Finance Committee and City Council.

Recommendation:

Staff would recommend that Robert E Lee & Associates is selected for the Area Development Plan.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-09, Authorizing Event Proposal of Willems Marketing & Events, Inc. for Summer Music Series Event.

ATTACHMENTS:

- Reso15-09 (DOCX)
- Willems Marketing (summer music series) 1-15 (DOCX)

RESOLUTION #15-09

AUTHORIZING EVENT PROPOSAL OF
WILLEMS MARKETING & EVENTS, INC. FOR SUMMER MUSIC SERIES EVENT

WHEREAS, the year 2015 marks 125 years of the cities of De Pere and West De Pere becoming one City; and

WHEREAS, the 125th Anniversary of this event is something to celebrate, not only among De Pere residents, but with bringing others into De Pere to discover its rich history, natural environmental beauty, vibrant downtown and cultural attractions; and

WHEREAS, Willems Marketing & Events, Inc. has proposed developing a summer music series to compliment the Definitely De Pere summer Art Walk program, as shown in the Event Proposal, attached and incorporated as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Administrator is hereby authorized and directed to execute the January 13, 2015 Event Proposal (Exhibit A) for the summer music series event.

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 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Willems Marketing & Events, Inc.
120 N. Morrison Street Appleton, WI 54911

Event Proposal & Cost Estimate
 Prepared for the City De Pere

January 13, 2015

Mr. Larry Delo
 City Administrator
 335 S. Broadway
 De Pere WI 54115

Overview

The City of De Pere will engage Willems Marketing & Events to facilitate events related to the City's 125th anniversary celebration to be held during the summer of 2015.

Concept & Event Creation

Develop the theme for the summer celebration based on the 125th anniversary of De Pere as a city in the State of Wisconsin. The celebration will work in conjunction with Definitely De Pere's "Art Walk", scheduling six Friday Night music sessions at six varying venues (three East Side/three West Side) and will feature original Americana musicians from the region, state and national touring acts. The summer celebration will open with Celebrate De Pere and the proposed music kick-off concert and sessions scheduled for June 5th. Music will alternate with Art Walk every other week on June 5th and 19th, July 10th and 24th and August 7th and 21st. The weekly music events will consist of at least two-sets at each venue. The proposed closing concert/event, if any, will occur on a date to be determined.

- Willems Marketing & Events will develop theme and concept and develop promotional materials for a sponsorship program for the currently exiting gap between city budgeted funding of \$35,000 and the projected costs outlined in this agreement.
- Write the "125 De Pere (A Music & Arts Celebration)" story. To be used to announce festival on city website, establish consistent talking points for event leaders, and be the basis for press releases and media relations
- Collaborate on content and design of a Brochure/Program/Schedule promoting the music and arts celebration (Printing not included)*
- De Pere will be granted a license to use any logo or theme concept developed provided the same would be used solely for city promotional or branding purposes.
- Project Management

Willems Marketing & Events Projected Fee

\$7,000*

Media Partnerships, Promotion, Public Relations & Online/Social Media

Develop a local and regional strategy to engage local newspaper, radio and television outlets to promote the celebration in its entirety.

- Coordinate Publicity: Writing and pitching approved press releases to local media (television, radio, newspapers and print publications)
- Coordinate Media Partner Promotions (Green Bay Press Gazette, Midwest Communications, The Avenue Radio, as targets)
- Develop Online/Social Media presence and promotional strategy
- These marketing activities will be front heavy for event promotion prior to the start of the event and, to a lesser extent, ongoing through the event period , including weekly talent promotions.
- Project Management

Willems Marketing & Events Projected Fee	\$9,000
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Venue Scheduling and Equipment

Develop the schedule to have six venues (3 East/3 West) for the six Fridays identified above.

- Review venues for equipment and production requirements.
- Secure equipment necessary to provide quality, consistent sound to the venues
- Rotation of equipment during the session, if needed
- Provide sound engineers as required by each individual venue
- Project Management-**No Charge**

Projected Third Party Costs	\$6,000
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Scheduling and Contracting of Artists

- Review and analyze venues and venue owners for preferred genres that fit
- Contract with artists to provide live performances during the sixth sessions
- Pay Artists Fees
- Provide scheduling for each approved venues
- Assist in directing volunteer representatives at the venues
- Project Management

Willems Marketing & Events Projected Fee	\$8,700	
Artist Fees	\$10,800	
Total		<u>\$19,500</u>
 Total for Friday Night Events		 \$41,500

Opening Event-Contingent on Sponsorship Sale (June 5, 2015, 7:30 p.m.)

- Talent Fee (Opener and Headliner) Venue Fee/Production/Sound Engineer **\$7,500**
- Project Management **\$1,000**
- **This event will occur only if sponsorship(s) obtained. If sponsorships obtained, this headlining concert will precede the scheduled two-set event.**

\$8,500

Closing Event-Contingent on Sponsorship Sale (Aug 26, 27, 28 or TBD)

- Talent Fee (Three Acts) Outdoor Stage/Production/Sound Engineer **\$7,500**
- Project Management **\$1,000**
- **This event will occur only if sponsorship(s) obtained.**

\$8,500

Total Concept & Event Creation \$58,500

Options & Considerations

- The opening and closing events are optional and were added after the “committee” meeting that was held in December. The opening act would be held on the opening Friday night, June 5th, and potentially be held at Dudley Birder Hall or on St. Norbert campus. (The scheduled six sessions would begin following the opening event.) This could also be a ticketed event providing revenue for the project.
- Likewise, the closing event (held outdoors at Nicolet Square/Humana lot) could source revenue through beer, food and other vendor related activities.
- A high end collateral piece (Brochure/Program/Schedule), effective media partnerships, promotion and public relations should lead to significant sponsor participation which is a critical element to cost reduction for the overall event.
- Upon executed agreement, a specific “task and timeline” document will be delivered and agreed upon.

Agreement

Terms

Payment schedule: \$5,000 due at execution of agreement. Willems Marketing & Events will bill twice monthly showing the \$5,000 initial payment as an opening credit. Hourly rates will be billed at Willems Marketing & Events Community Rate (see below) for Concept & Event Creation and Media Partnership and Promotion work performed. Payment for performance talent shall be invoiced to City for each artist with payment per talent paid by City at least 7 days prior to the scheduled event.

Larry Delo, City Administrator
City of De Pere

David Willems, President/CEO
Willems Marketing & Events, Inc.

Willems Marketing Rates:

High-Level: \$130/hour (new creative design, strategic planning, focus group research, media planning, etc.)

Mid-Level: \$110/hour (using existing design, project management, exploration research, media placements)

Base-Level: \$70/hour (clerical, organization, media and PR tracking)

Community Rate: \$100/hour (for non-profit organizations)

Upon written approval of this estimate, Willems Marketing is prepared to begin project work immediately. This estimate does not include costs for any third party expenses including print production, ad placement, service fees of media outlets (i.e.: eblast program monthly fee) or photography expenses.

The maximum estimate is a cap for these services and if the actual cost is less than the estimate, you will only be invoiced for the actual dollar amount of work completed.

**THANK YOU for the opportunity to provide this cost estimate to you.
We look forward to working with you through this design process.**

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #15-10, Authorizing Agreement for Professional Services Between the City of De Pere and Building Automation Technologies, Inc. (HVAC Digital Control System - City Hall).

Staff is requesting the approval of a bid from B.A.T.I. to install a digital control system for the HVAC at City Hall. The amount for this project was approved in the 2015 Budget at the amount of \$65,000.

The current control system is over 10 years old and is considered to be outdated. The control system was installed by Honeywell as part of their Energy Cost Avoidance Agreement they had with the City for a 10 year period. In addition, the control system limits our ability to program and regulate HVAC throughout City Hall because of presets in the control system.

We are not able to obtain other bids due to the proprietary nature of the software/control system. The City currently has B.A.T.I for controlling the HVAC at the Community Center and Police Stations.

ATTACHMENTS:

- Reso15-10 (DOCX)
- BATI (HVAC control system) 1-15 (DOCX)
- Exhibit A - BATI (DOCX)

RESOLUTION #15-10

AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF DE PERE AND BUILDING AUTOMATION TECHNOLOGIES, INC.
(HVAC Digital Control System – City Hall)

WHEREAS, the City is in need of installation services for an updated digital control system for the HVAC at City Hall; and

WHEREAS, Building Automation Technologies, Inc. has available and offers to provide personnel and equipment necessary to accomplish the installation within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Professional Services Between the City of De Pere and Building Automation Technologies, Inc. (HVAC Digital Control System – City Hall) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-10 (3048 : Resolution #15-10, Authorizing Agreement w/ B.A.T.I for installation of digital control system)

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF DE PERE AND BUILDING AUTOMATION TECHNOLOGIES, INC.
(HVAC Digital Control System – City Hall)**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, (“City”), and Building Automation Technologies Inc., a Wisconsin corporation (“Contractor”).

WITNESSETH

WHEREAS, the City is in need of installation services for an updated digital control system for the HVAC at City Hall; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish the installation within the required time.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the Contractor’s Proposal dated December 23, 2014 (Exhibit A), attached hereto and incorporated by reference. If a conflict exists between Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

III. OWNERSHIP AND FORM OF DOCUMENTS

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

drawings specifications and other documents, in which case the ownership and all rights shall revert to the Contractor.

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

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

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

IV. CONFIDENTIALITY OF INFORMATION

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

V. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Contractor's work hereunder should be completed as per schedule shown in Exhibit A. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay their response time, Contractor shall so inform the City as soon as the delay in response time is known.

VI. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Exhibit A. Payment to the Contractor is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

VII. RESPONSIBILITY OF CONTRACTOR

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

VIII. NON-DISCRIMINATION

The Contractor agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

IX. INSURANCE

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

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

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

X. ALLOCATION OF RISKS

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

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

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

XI. SUBCONTRACTS

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

XII. ASSIGNMENT

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

XIII. INTEGRATION

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

XIV. JURISDICTION

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

XV. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Contractor may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVI. TERMINATION OF WORK

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

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

The Contractor shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XVII. MEDIATION

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

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

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

XVIII. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: Director of Parks
335 South Broadway Street
De Pere, WI 54115

If to Contractor:

Building Automation Technologies, Inc.
Attention: Cliff Nitz
PO Box 609
Green Lake, WI 54941

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

**BUILDING AUTOMATION
TECHNOLOGIES, INC.**

By:

Print Name:

Title:

Print Name:

Title:

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

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***** FAX MESSAGE *****

FOR: MARTY KOSOBUCKI

OF: CITY OF DEPERE

FROM: CLIFF NITZ

DATE: 12 / 23 / 14

RE: CONTROLS QUOTE FOR CITY HALL

The scope of work specifically includes providing DDC control for the equipment listed below. If we missed any mechanical equipment in our survey, we will include the control of that equipment at no additional cost:

- (2) Boilers B-3,4
 - (4) Pumps P-5,6,7,8
 - (1) Existing basement AHU
 - (11) Zone booster coils
 - (1) Existing RTU-1
 - (14) Vav zones
 - (3) Electric unit heater EUH-1,2,3
 - (3) Gas unit heater GUH-1,2 and 1 labeled as existing
 - (5) Power roof ventilator PRV-,3,4,5,6,7
 - (6) Cabinet unit heater CUH-5,6,7,8,9 and 1 labeled as existing
 - (6) Convactor CONV-3,4,5,6 and 2 labeled as existing
 - (2) Fan-coil unit both labeled as existing
 - (2) Radiant ceiling panel RP-1,2
 - (3) Exhaust fans EC-EF and 2 labeled as existing
- Reference to equipment labeled as existing is based on the plans for the year 2000 remodel.

We would provide a graphical based control system identical to what you have at the Public Works and Police. It would actually be an extension of that system. Our quotation includes the replacement of all control valves for the equipment listed including the pipe fitter labor to remove and replace the valves.

Notes:

- 1) We can start this work within 2 weeks of order to proceed and completion time is estimated to be 120 days or less.
- 2) We believe we can complete this project during regular working hours with a minimum of disruption to the occupants and little or no suspension of heating or cooling.
- 3) We will send progress invoices monthly during the project. The amounts would be for completion percentages determined by your inspection.
- 4) Our usual payment terms are net 30.
- 5) The entire installation is warranted for 1 year from date of completion.
- 6) Components manufactured by KMC carry a 5 year parts only warranty.

The cost to replace this control system is \$64,000.

Don't hesitate to call me at 920-450-4481 if you have any questions.

Exhibit A

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #15-11, Authorizing Agreement Between the Board of Regents of the University of Wisconsin System on Behalf of the University of Wisconsin Oshkosh and the City of De Pere Health Department for the Conduct of a Clinical Education.

Attached you will find a copy of a student placement and program agreement renewal with the University of Wisconsin-Oshkosh for the purposes of providing community health training for nursing students. The Health Department has been accepting students from area colleges for many years. This continued partnership allows for the sustained learning experiences of students to ensure an adequate supply of nurses in our community and the surrounding area.

ATTACHMENTS:

- Reso15-11 (DOCX)
- City of DePere Health Department Standard CON Clinical Affiliation Agreement_01 05 15 (PDF)
- City of De Pere PROGRAM MEMORANDUM approved for Dean signature Authority 01 02 14 (PDF)

RESOLUTION #15-11

AUTHORIZING AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
ON BEHALF OF THE UNIVERSITY OF WISCONSIN OSHKOSH
AND CITY OF DE PERE HEALTH DEPARTMENT
FOR THE CONDUCT OF A CLINICAL EDUCATION

WHEREAS, University of Wisconsin – Oshkosh and City have been parties to a clinical student placement agreement since 2007, which is in need of renewal.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the attached Agreement Between the Board of Regents of the University of Wisconsin System on Behalf of the University of Wisconsin Oshkosh and City of De Pere Health Department for the Conduct of a Clinical Education, together with subsequent renewals thereof provided the same is upon substantively same or similar terms and conditions.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

**AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
ON BEHALF OF THE UNIVERSITY OF WISCONSIN OSHKOSH
AND
CITY OF DE PERE HEALTH DEPARTMENT
FOR THE CONDUCT OF A CLINICAL EDUCATION**

This agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin Oshkosh, College of Nursing (hereinafter referred to as "University") and CITY OF DE PERE HEALTH DEPARTMENT, De Pere, Wisconsin (hereinafter referred to as "Facility").

In consideration of the mutual benefits to the respective parties, any and all departments of the University wishing to enter into a field placement with the Facility, and the Facility agree to the terms set forth below.

THE UNIVERSITY AGREES:

1. That each school or college of the University wishing to participate in a clinical education or field placement program with the Facility will provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to send representatives to review the University's program; the number of students to be assigned, the qualifications of those students and the schedule of those students; and/or any other matters pertaining to the specific program proposed by the department.
2. To recognize within the extent and limitations of Secs. 895.46(1) and 893.82, Wis. Stats., that the State will pay judgments for damages and costs against its officers, employees and agents arising out of their activities while within the scope of their assigned responsibility in the program at the Facility.

The comprehensive general liability insurance per State of Wisconsin statute(s) does indeed indemnify University employees, officers, and agents (students in training required for a credit program and/or for graduation) against liability for damages arising out of their activity while acting within the scope of the respective employment or agency, and additionally, the College of Nursing does provide professional liability insurance for each student assigned to a Facility, guaranteeing coverage up to \$1,000,000 per occurrence/\$5,000,000 per aggregate, covering all acts and activities undertaken pursuant to this Agreement as a condition of participation in this clinical education. University will provide certificate evidence of such insurance to Facility prior to the commencement of clinical education upon request.
4. To provide the Facility with a listing of students who will be participating under the program and to update that listing periodically.

THE FACILITY AGREES:

1. To review any Program Memorandum concerning a clinical education program, which is submitted by a school or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal.
2. To satisfy the provisions contained in 45 CFR 46, existing for the protection of human subjects (*to the extent that such regulations are applicable*) to the respective program involved..
3. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate field work coordinator of a particular University school or college.

THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:

1. That there shall be no discrimination against students on the basis of the students' race, color, creed, religion, sex, national origin, disability, ancestry, age, sexual orientation, pregnancy, marital status or parental status.
2. That the State will indemnify University employees, officers, and agents (students in training required for a credit program and/or for graduation) against liability for damages arising out of their activity while acting within the scope of the respective employment or agency, pursuant to secs. 895.46(1) and 893.82, Stats.
3. That the Facility will indemnify its employees, officers and agents against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to sec. 895.46, Stats.
4. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.
6. For purposes of compliance with the Health Insurance Portability and Accountability Act and associated privacy regulations (HIPAA), students shall be considered part of Facility's "work force" as that term is defined in HIPAA to include trainees and students. Students are not considered work force or employees of Clinical Agency for other purposes, including but not limited to, tax or employment law. Clinical Agency shall provide the necessary training specific to HIPAA. University agrees to advise all students of the importance of complying with all relevant state and federal confidentiality laws, including HIPAA, and with Facility's policies and procedures relating to HIPAA.
7. See Affiliation Agreement Addendum attached for Caregiver Background Checks.

TERM OF AGREEMENT:

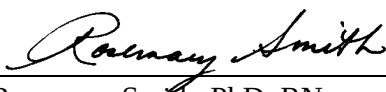
This agreement shall be for a term of three years, commencing January 5, 2015. The contract will automatically renew annually unless canceled six months prior to end of current agreement.

Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than three years. They may be renewed upon mutual agreement. Such Program Memoranda do not require the further approval of either party provided they contain provisions relating solely to program arrangements and content.

All such Program Memoranda must be approved by the respective school or college within the University. Such Memoranda shall be effective for a period of three years.

All fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM:



Rosemary Smith, PhD, RN
Dean of the College of Nursing
UW Oshkosh

01/05/2015

Date

FOR THE FACILITY:
CITY OF DE PERE HEALTH DEPARTMENT

Signature of Authorized Official

Date

Name and Title (type or print)

Date

**AFFILIATION AGREEMENT ADDENDUM
FOR CAREGIVER BACKGROUND CHECKS
ON UNIVERSITY OF WISCONSIN STUDENTS**

University shall conduct a caregiver background check in accordance with the Caregiver Background Check statutes (Wis. Stats. §48.685 and §50.065) and regulations (Wis. Admin. Code Ch. HFS 12) for University students who have or are expected to have regular, direct contact with Facility's clients. University shall maintain completed Background Information Disclosure (BID) forms for those students, as well as the information that results from caregiver background checks. University will retain the BID form and caregiver background check results for inspection by the Department of Health and Family Services.

University agrees to notify Facility of any information contained on a BID form and/or caregiver background check results about a student that could bar, as that phrase is defined by the relevant regulations, that student from regular, direct contact, as that phrase is defined by the relevant regulations, with Facility's clients.

Facility shall make the final determination whether a student may have regular, direct contact with Facility's clients. Nevertheless, Facility shall consult with the appropriate University official before barring any such student from regular, direct contact with Facility's clients. If Facility determines a student may not have regular, direct contact with Facility's clients, University agrees not to permit that student to begin participation, or to continue participation that was properly allowed pending the results of the caregiver background check for up to 60 days, in the program created by this Agreement.

University agrees to inform Facility of allegations of caregiver misconduct as defined in Wis. Admin. Code Ch. HFS 13 that come to University's attention.

**UNIVERSITY OF WISCONSIN OSHKOSH
COLLEGE OF NURSING**

PROGRAM MEMORANDUM

- A. The University of Wisconsin Oshkosh College of Nursing hereinafter referred to as "The College."
- B. CITY OF DE PERE HEALTH DEPARTMENT, De Pere, WI, hereinafter referred to as "The Agency."

WITNESSETH:

WHEREAS, The College must provide instruction in clinical areas of nursing for all students in order to achieve its objectives, and

WHEREAS, The Agency is willing to make its facilities available to The College for this instruction.

NOW, THEREFORE,

1. The College agrees to/that:
 - a. Assign the student to The Agency for the purpose of obtaining clinical experience in nursing as needed in agreement with both parties for the summer session and the fall and spring semesters.
 - b. Notify The Agency of the number of students which it expects to assign for Instruction by May 1 for the summer session, August 1 for the fall semester, and December 1 for the spring semester.
 - c. Assign students who have completed their pre-nursing program.
 - d. On contract with The University the instructors shall:
 - (1) Work in cooperation with The Agency's personnel in planning clinical experiences which are in conformity with The College's policies governing clinical experience.
 - (2) Accept the fact that the official channels of communication between The College and The Agency in the daily working relationships will be between the responsible faculty member and The Agency's Director of Nursing Services or designee. In matters of major policy, the official channel shall be between The College's Dean and The Agency's Director of Nursing Services.
 - (3) Be responsible for all The College's records, including copies which The Agency may wish to include in its files.
 - e. Assure that criminal background checks and background information disclosure forms are completed on all students at the time of admission into the clinical major of The College.
 - f. Maintain required files on all students in clinical experiences, including but not limited to, health information/immunization status, CPR certification and criminal background checks and background information disclosure forms. The College will provide The Agency with a statement verifying that all required documents are on file. The Agency may request copies of the actual documents and/or may review these documents in The College as necessary.
 - g. For purposes of compliance with the Health Insurance Portability and Accountability Act and associated privacy regulations (HIPAA), students shall be considered part of The Agency's "work force" as that term is defined in HIPAA to include trainees and students. Students are not considered work force or employees of The Agency for other purposes, including but not limited to, tax or employment law. The Agency shall provide the necessary training specific to HIPAA. University agrees to advise all students of the importance of complying with all relevant state and federal confidentiality laws, including HIPAA, and with The Agency's policies and procedure relating to HIPAA.

UNIVERSITY OF WISCONSIN OSHKOSH
COLLEGE OF NURSING
PROGRAM MEMORANDUM

2. The Agency agrees to:
 - a. Permit Agency personnel to participate in the program as follows:
 - (1) Joint conferences.
 - (2) Planned discussions with students as arranged by instructor and staff.
 - (3) Allowance of time for Head Nurse to plan jointly with the instructors for clinical assignments for students.
 - b. Provide space for faculty/students conferences and space for minor apparel items.
3. Student Responsibilities:
 - a. The student is expected to meet the requirements of the clinical experience as established by the faculty member and The College and observe The Agency's policy and regulations.
 - b. The student will wear the regulation uniform of The College and comply with The Agency's dress code.
 - c. The Agency has ultimate responsibility for the care of its clients.

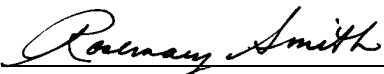
GENERAL PROVISIONS

This agreement shall continue in force between the parties for a period of three years between January 5, 2015 to January 4, 2018, unless six months prior to the end of the year one of the parties hereto shall be given written notice of revision or termination whereupon this agreement shall be revised or terminated.

IN WITNESS WHEREOF, The College has executed this agreement which, when executed by the participating Agency, shall bind all parties to the terms thereof.

APPROVED FOR
UNIVERSITY OF WISCONSIN OSHKOSH

APPROVED FOR
CITY OF DE PERE HEALTH DEPARTMENT

By <u></u>	<u>01/05/2015</u>	By _____	_____
Rosemary Smith, PhD, RN	Date		Date
Dean		Signer : _____	
College of Nursing		(Please print)	
		Title : _____	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-12, Authorizing, Amendment, Assignment, and Consent to Assignment of Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Roth Road).

ATTACHMENTS:

- Reso15-12 (DOCX)
- Trailside Special Assess Amendment 1-15-166-002-09 (DOCX)
- Exhibit 1 - Trailside (PDF)

RESOLUTION #15-12

AUTHORIZING AMENDMENT, ASSIGNMENT, AND CONSENT TO ASSIGNMENT OF
AGREEMENT WAIVING NOTICE AND AGREEING TO SPECIAL ASSESSMENTS
FOR PUBLIC IMPROVEMENTS
(Roth Road)

WHEREAS, the City of De Pere, a municipal corporation (“City”), Trailside Development II, LLC, a Wisconsin Limited Liability Corporation (“Trailside”), and Keith Garot, an individual (“Garot”) are parties to an Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Roth Road) (“the Agreement”); and

WHEREAS, among other things, the Agreement obligates Trailside to reimburse City for the costs of public improvements assessed under the Agreement upon Trailside’s transfer of any lot subject to the Agreement; and

WHEREAS, the parties wish to allow the transfer of lots subject to the Agreement from Trailside to Coach Builders, LLC, a Wisconsin Limited Liability Corporation of which Keith Garot is the principal member, without such transfer triggering the repayment obligations of the Agreement; and

WHEREAS, Trailside wishes to assign and Coach Builders, LLC, wishes to accept assignment from Trailside, of all of Trailside’s obligations, benefits and conditions contained in the Agreement; and

WHEREAS, City wishes to consent to such assignment subject to the terms and conditions found in the attached Amendment, Assignment, and Consent to Assignment of Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Roth Road).

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

Resolution #15-12

Page 2 of 2

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Amendment, Assignment, and Consent to Assignment of Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Roth Road) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-12 (3030 : Resolution #15-12, Amending Agreement Waiving Notice and Agreeing to Special Assessments)

AMENDMENT, ASSIGNMENT, AND CONSENT TO ASSIGNMENT OF
AGREEMENT WAIVING NOTICE AND AGREEING TO SPECIAL ASSESSMENTS
FOR PUBLIC IMPROVEMENTS
(Roth Road)

WHEREAS, the City of De Pere, a municipal corporation (“City”), Trailside Development II, LLC, a Wisconsin Limited Liability Corporation (“Trailside”), and Keith Garot, an individual (“Garot”) are parties to an Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Roth Road) (“the Agreement”), dated September 13, 2013, a copy of which is attached hereto and incorporated as Exhibit 1; and

WHEREAS, among other things, the Agreement obligates Trailside to reimburse City for the costs of public improvements assessed under the Agreement upon Trailside’s transfer of any lot subject to the Agreement; and

WHEREAS, the parties wish to allow the transfer of lots subject to the Agreement from Trailside to Coach Builders, LLC, a Wisconsin Limited Liability Corporation of which Keith Garot is the principal member, without such transfer triggering the repayment obligations of the Agreement; and

WHEREAS, Trailside wishes to assign and Coach Builders, LLC, wishes to accept assignment from Trailside, of all of Trailside’s obligations, benefits and conditions contained in the Agreement; and

WHEREAS, City wishes to consent to such assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein and made a part hereof by reference.
2. Paragraph 6.B. of the Agreement is hereby amended by excepting from the requirements of that paragraph the October 4, 2013 transfer from Trailside Development II, LLC of all the properties subject to the Agreement to Coach Builders, LLC. This exception does not apply to any transfer of property from Coach Builders, LLC to any other entity.
3. Trailside Development II, LLC does hereby assign and convey to Coach Builders, LLC the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (Roth Road), dated September 13, 2013, including all rights, benefits, obligations, conditions and requirements contained therein.
4. This assignment does not affect the personal guarantee of Keith Garot, the continued force, effect and validity of which Keith Garot specifically acknowledges and pledges.

5. Coach Builders, LLC does hereby accept this assignment and further accepts and agrees to be bound by all of the terms and conditions of this Agreement and of Exhibit 1.
6. The City does hereby consent to the foregoing assignment and assumption by Coach Builders, LLC of the rights, benefits, obligations, conditions and requirements contained in Exhibit 1.

[Signatures on following page]

Dated in De Pere, Wisconsin, this _____ day of _____, 2015.

CITY OF DE PERE

TRAILSIDE DEVELOPMENT II, LLC

Michael J. Walsh, Mayor

Keith E. Garot, Member

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day
of _____, 2015, the above named
Michael J. Walsh and Shana L. Defnet,
known as the persons who executed the
foregoing instrument and acknowledge
the same.

Personally came before me this _____ day
of _____, 2015, the above named
Keith E. Garot, known as the person who
executed the foregoing instrument and
acknowledge the same.

Notary Public:
My Commission Expires: _____

Notary Public:
My Commission Expires: _____

COACH BUILDERS, LLC

KEITH E. GAROT

Keith E. Garot, Member

Keith E. Garot, Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this _____ day
of _____, 2015, the above named
Keith E. Garot, known as the person who
executed the foregoing instrument and
acknowledge the same.

Personally came before me this _____ day
of _____, 2015, the above named
Keith E. Garot, known as the person who
executed the foregoing instrument and
acknowledge the same.

Notary Public:
My Commission Expires: _____

Notary Public:
My Commission Expires: _____

Drafted by: Judith Schmidt-Lehman

H:\jdupont\Agreements\2015\Trailside Special Assess Amendment 1-15-166-002-09.docx

DOCUMENT NO.

**AGREEMENT WAIVING NOTICE AND
AGREEING TO SPECIAL ASSESSMENTS
FOR PUBLIC IMPROVEMENTS
(Roth Road)**

THIS AGREEMENT, made and entered into this 13th
day of September, 2013, by and between the City of
De Pere, a Wisconsin municipal corporation ("City"), Trailside
Development II, LLC ("Developer"), owning property along
platted Roth Road in the City of De Pere, and Keith Garot, adult
individual and principal member of Trailside Development, LLC.

8 0 1 8 5 6 4 2

Tx:40129318

2645391CATHY WILLIQUETTE LINDSAY
BROWN COUNTY RECORDER

GREEN BAY, WI

RECORDED ON

09/20/2013 3:57 PM

REC FEE: 30.00

EXEMPT #

PAGES: 11

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

City of De Pere

Attn: Judith Schmidt-Lehman

335 South Broadway Street

De Pere, WI 54115

ED-2747 through ED-2751 inclusive
and ED-2763 through ED-2768
inclusive

PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, Developer has subdivided property it owns in the City of De Pere known as
the Plat of Trailside Estates and wishes to further subdivide several lots or part of lots within such
plat for residential purposes; and

WHEREAS, Developer wishes to have City construct public improvements consisting of
public street, water, sanitary sewer, storm sewer, curb and gutter and incidental or accessory
improvements where necessary, to serve such property legally described as:

Lots 125 through 129 and Lots 141 through 146, Plat of Trailside Estates
and shown on the map attached as Exhibit A, incorporated herein.

WHEREAS, pursuant to §13-7 De Pere Municipal Code, Developer has requested that the
City construct such improvements and specially assess the benefiting parcels for the costs thereof;
and

WHEREAS, under §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements to be paid by special assessment when the property owner does not file a letter of credit for payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, due to economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate has fostered a market for those who seek to purchase mid priced homes, providing the opportunity for residential development within the City; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interests of the City of De Pere to approve such public improvement construction along the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, based on the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Developer shall provide documents acceptable to City evidencing at least one-third of all platted lots being subject to accepted offers to purchase
2. After receipt of documentation evidencing the requisite lots being subject to accepted offers to purchase, City's engineering department shall, pursuant to the public bid requirements of Wis. Stats. §62.15, obtain competitive bids for the construction of the public improvements provided for in this Agreement. The plans and specifications for such improvements shall be provided to Developer for comment by City prior to commencing the competitive bid process.

3. Developer, on its own and on behalf of any and all successors and assigns, requests the installation of the public improvements specifically provided for in this Agreement.

4. Developer, on its own behalf and on behalf of any and all successors and assigns, freely and voluntarily waives any right it may have under state or local laws to notice of such street, sanitary sewer, water, stormwater and curb and gutter improvement construction affecting the property legally described in this Agreement (to be more specifically referenced after platting has occurred), such property hereinafter be referred to as "the benefited properties".

5. Payment for the requested public improvements shall be made as provided in this Agreement. It is understood and agreed that, as of the date of the signing of this Agreement, the estimated cost of Phases I and II of the public improvements is \$262,080.00, as more specifically set forth in the Exhibit B attached and incorporated by reference. However, the parties understand and acknowledge that the actual total cost of the improvements may be more than such estimate and that this Agreement allows for the assessment of the actual total costs of the construction project, including engineering, legal and administrative fees, of the improvements upon the properties defined herein.

6. The assessments hereby levied for such improvements shall be paid as follows:

- A. Payment of the individual parcel assessments shall be deferred up to three (3) years from the completion of the public improvements, together with interest at the rate of 6.25% on the unpaid assessment balance at the time the deferral period ends as provided below. Interest shall commence accruing at such time the Phase I improvements are complete as identified on the Notice of Phase I Completion sent to Developer. Phase I improvements include city utilities, stormwater management and crushed aggregate base course material.
- B. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred prior to final completion of the project and prior to a final determination of the total assessment costs shall have the assessment amount determined by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibit B)}}{\# \text{ of lots}} \right) \times (1 + \text{Interest})$$

- C. Upon the expiration of three (3) years from the date of completion of the Phase I public improvements.
- D. Each principal member of Developer shall also execute a personal guarantee of specific transaction guaranteeing repayment of not less than one-third of the total public improvement costs to the City in each year of the deferral. Such guarantee is attached hereto as Exhibit C.

7. The full final cost of the public improvements shall be determined at the completion of Phases I and II of the project and prorated per parcel. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel(s) and/or the guarantee found in Paragraph 8.D, the overage collected shall be determined and paid to Developer, and the assessment per lot not transferred at the time of such pro-ration shall have its final assessment adjusted to conform to the final assessment pro-ration. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels and/or the guarantee found in Paragraph 8.D, the shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee of each principal member of Developer.

8. The method of determining the assessment rate (total cost/# parcels) is reasonable.

9. The subject property will receive special benefit as a result of public improvements constructed under this Agreement.

10. Developer waives any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this agreement, it being the desire of Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the

reconstruction activity.

11. The City shall act in reliance upon the representations of Developer in this agreement and shall commence as soon as it is reasonably possible the improvements contemplated by this agreement.

12. This Agreement shall be recorded in the office of the Brown County Register of Deeds.

[Signatures on following page]

Dated in De Pere, Wisconsin, this 13th day of September, 2013.

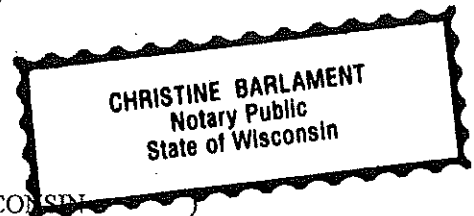
CITY OF DE PERE

TRAILSIDE DEVELOPMENT II, LLC

Michael J. Walsh
Michael J. Walsh, Mayor

Keith E. Garot
Keith E. Garot, Member

Shana L. Defnet
Shana L. Defnet, Clerk-Treasurer

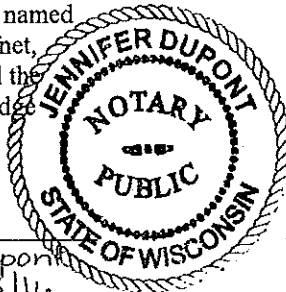


STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 13th day
of September, 2013, the above named
Michael J. Walsh and Shana L. Defnet,
known as the persons who executed the
foregoing instrument and acknowledged
the same.

Personally came before me this 30th day
of August, 2013, the above named
Keith E. Garot, known as the person who
executed the foregoing instrument and
acknowledge the same.



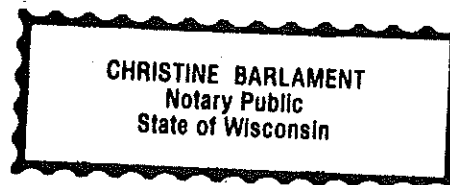
Jennifer Dupont
Notary Public: Jennifer Dupont
My Commission Expires: 5/15/16

Christine Barlament
Notary Public: Christine Barlament
My Commission Expires: 5-29-16

Keith E. Garot Individual

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 30th day
of August, 2013, the above named
Keith E. Garot, known as the person who
executed the foregoing instrument and
acknowledge the same.

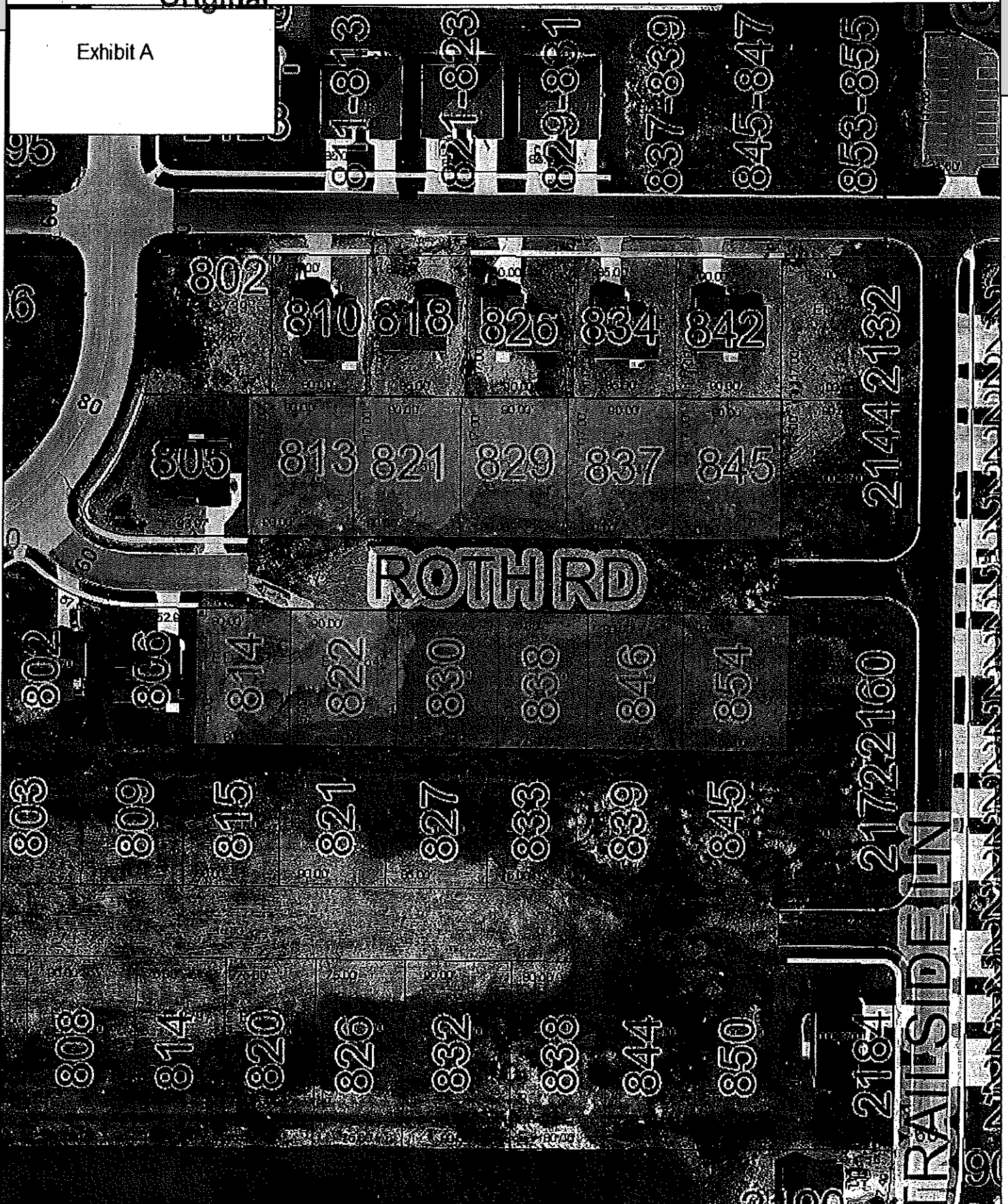


Christine Barlament
Notary Public: Christine Barlament
My Commission Expires: 5-29-16

Drafted by: Judith Schmidt-Lehman

Original

Exhibit A



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



City of De Pere
2013 - Roth Road Extension
July 17, 2013

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
SANITARY SEWER					
SS-01	Provide 8" PVC Sanitary Sewer	LF	420	\$34.00	\$14,280.00
SS-02	Provide 4" PVC Sanitary Lateral	LF	340	\$24.00	\$8,160.00
SS-03	Provide 8"x4" Wye	EA	11	\$100.00	\$1,100.00
SS-04	Provide 4' Diameter Sanitary Manhole	VF	10	\$225.00	\$2,250.00
SS-05	Remove Plug and Connect to Existing	LS	1	\$500.00	\$500.00
STORM SEWER					
ST-01	Provide 15" PVC Storm Sewer	LF	70	\$35.00	\$2,450.00
ST-06	Provide 12" PVC Storm Sewer and Inlet Lead	LF	435	\$30.00	\$13,050.00
ST-07	Provide 6" PVC Storm Sewer Lateral	LF	310	\$22.00	\$6,820.00
ST-07	Provide 15"x6" Storm Tee	EA	2	\$100.00	\$200.00
ST-07	Provide 12"x6" Storm Tee	EA	9	\$80.00	\$720.00
ST-09	Provide 4' Diameter Storm Manhole	VF	10	\$300.00	\$3,000.00
ST-13	Provide Type B Inlet	EA	4	\$1,700.00	\$6,800.00
WATER MAIN					
W-02	Provide 8" PVC Water Main	LF	460	\$30.00	\$13,800.00
W-03	Provide 6" PVC Water Main (Hydrant Lead)	LF	6	\$35.00	\$210.00
W-03	Provide 1" HDPE Water Service	LF	350	\$40.00	\$14,000.00
W-03	Provide 1" Corporation, Curb Stop and Box	EA	11	\$350.00	\$3,850.00
W-04	Provide Hydrant Assembly w/Salvaged Hydrant	EA	1	\$850.00	\$850.00
W-05	Salvage Hydrant	EA	1	\$200.00	\$200.00
W-08	Provide Connection to Existing Water Main	EA	2	\$500.00	\$1,000.00
STREET AND DRAINAGE					
SD-01	Unclassified Excavation	CY	900	\$9.00	\$8,100.00
SD-02	Provide Fill Material	CY	1000	\$9.00	\$9,000.00
SD-03	Ditch Grading Side and Back Lot Line	LF	950	\$4.00	\$3,800.00
SD-05	Provide Landscaping - Topsoil, Seed, and Mulch	SY	670	\$5.00	\$3,350.00
	Provide Landscaping - Fill areas	SY	10350	\$4.00	\$41,400.00
SD-06	Provide 15" Depth Crushed Aggregate Base Course	SY	1700	\$8.50	\$14,450.00
SD-07	Provide 4" Asphaltic Concrete Pavement	SY	1450	\$16.00	\$23,200.00
SD-07	Provide 24" Concrete Curb and Gutter	LF	930	\$10.00	\$9,300.00
SD	Provide Deformed Reinforcing Bars	LF	440	\$1.00	\$440.00
SPECIAL CONSTRUCTION					
SC-01	Provide Pipe Foundation Stabilization	CY	100	\$10.00	\$1,000.00
SC-02	Provide Silt Fence	LF	400	\$1.00	\$400.00
SC-04	Provide Inlet Protection	EA	8	\$50.00	\$400.00
SC-08	Provide Tracking Pad	EA	2	\$800.00	\$1,600.00

Probable Construction Cost \$209,680.00
Engineering \$41,900.00
Contingency \$10,500.00
Probable Project Cost \$262,080.00

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
(Keith E. Garot)

1. GUARANTEE. For value received, and to induce the City of De Pere (City) to extend credit to Trailside Development II, LLC, a Wisconsin Limited Liability Company, (Developer) for the installation of public improvements benefiting property owned by Developer, Keith E. Garot (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to City, when due and as described herein, or to the extent not prohibited by law, at the time Developer becomes a subject of bankruptcy or other insolvency proceedings, the total construction costs incurred by City in constructing said public improvements.

Such public improvements, (estimated to cost \$262,080.00, but which can exceed such amount) for which the undersigned agrees to repay, plus interest charges and fees as provided for in the Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (the Agreement), and any extensions, renewals, and deferrals thereof, and also including the amount of any payments made to City on behalf of Developer which are recovered from City by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Developer.

2. TIMING OF REPAYMENT. Repayment as guaranteed herein, shall be made over a three (3) year period, as follows:

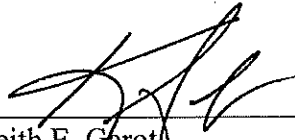
- A. Not less than one-third of the total public improvement costs funded by City in accordance with the Agreement shall be re-paid to the City in each year of the assessment deferral. Such one-third payment shall be made first at the transfer of ownership of individual parcels assessed and, if such amounts not sufficient, by the undersigned pursuant to this Guarantee.
- B. The full costs of the public improvements shall be calculated at the completion of the project. However, assessments shall initially be levied based upon the construction estimate of \$262,080.00 based upon Exhibit B to the Agreement, upon parcels transferred prior to completion of the project. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel (s) and/or the guarantee found in Paragraph 6.D of the Agreement, the overage collected shall be prorated among the parcels not transferred as of the date of completion. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels and/or the guarantee found in Paragraph 6.D of the Agreement, such shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon this Guarantee.

3. REPRESENTATIONS. The undersigned acknowledges and agree that City has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Developer. The undersigned has independently determined the collectability and enforceability of the

obligations and, until the obligations are paid in full, will independently, and without reliance on City, continue to make such determinations.

4. PERSONS BOUND. This guarantee benefits the City, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Wisconsin, this 30th day of August, 2013.

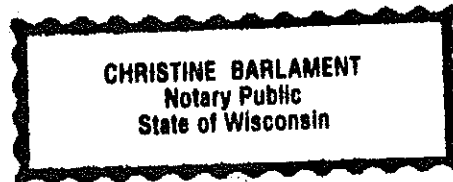


Keith E. Garot

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this 30th day of August, 2013, the above named Keith E. Garot to be known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public: Christine Barlament
My commission expires: 5/29/16



H:\jdupont\Legal Documents\2013\Personal Guarantee Trailside (Garot)-6-13-166-002-09.docx

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-13, Authorizing Promissory Note with Trailside Development II, LLC and Keith Garot.

ATTACHMENTS:

- Reso15-13 (DOCX)
- Promissory Note - Trailside (DOCX)

RESOLUTION #15-13

AUTHORIZING PROMISSORY NOTE WITH
TRAILSIDE DEVELOPMENT II, LLC AND KEITH GAROT

WHEREAS, the City of De Pere (“City”), Trailside Development II, LLC (“Trailside”) and Keith Garot (“Garot”) are parties to an Agreement Waiving Notice and Agreeing to Special Assessments for Public Improvements (“the Agreement”) covering a portion of Killarny Trail in the City of De Pere; and

WHEREAS, the parties agree that the Agreement required Trailside to pay City the special assessments due on Parcel ED-2688 when the parcel was transferred and that such payment was not made to City when Trailside transferred Parcel ED-2688 to Concorde Custom Homes, LLC on August 30, 2013; and

WHEREAS, Trailside and Garot have requested twelve (12) months to pay the obligation, with interest; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof upon the terms and conditions contained in the Promissory Note dated January 21, 2015, attached hereto and incorporated by reference as Exhibit A.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The City Attorney is authorized and directed to present such Promissory Note (Exhibit A) to Trailside Development II, LLC and Keith Garot for signature which will allow Trailside Development II, LLC and Keith Garot twelve months to repay such obligation as referenced above, plus interest.

BE IT FURTHER RESOLVED THAT:

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

Resolution #15-13
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-13 (3031 : Resolution #15-13, Authorizing Promissory Note with Trailside Development II, LLC)

PROMISSORY NOTE

\$16,743.65

Date: January 21, 2015
De Pere, Wisconsin

FOR VALUE RECEIVED on this date, the undersigned Makers promises to pay to the order of the City of De Pere at 335 South Broadway Street, De Pere, Wisconsin, or at such other location as may be designated in writing from time to time, the principal sum of Sixteen Thousand Seven Hundred Forty-Three and 65/100 Dollars (\$16,743.65), together with interest, at the times and in the amounts hereinafter set forth.

PAYMENTS OF PRINCIPAL AND INTEREST

This Note shall be of a duration of twelve (12) months. This note shall bear interest at a rate of 6.25% percent, retroactive to August 30, 2013, for the term of this note.

Repayment shall be as follows:

1. The sum of \$8,371.83 (1/2 the principal amount), plus interest set forth above in the amount of \$1,978.27 (690 days x 2.8671/day) for a total of \$10,350.10 payable to City on July 21, 2015.
2. The sum of \$8,371.82 (remaining principal), plus interest of \$263.77 (184 days x 1.4335/day) for a total of \$8,635.59, payable to City on January 21, 2016.

RIGHT TO PREPAY

This Note may be prepaid, in whole or in part, at any time without penalty for repayment at the option of Makers.

DEFAULT

This note shall not be deemed in default as to payment of principal until the expiration of thirty (30) days after written notice to Makers of the payment default, during which thirty (30) day period Makers shall be allowed to cure the default. If notice is given and Makers fail to cure the default within said thirty (30) day period, the principal balance, together with interest as provided above, shall at once become due and payable without further notice.

SECURITY

Such loan is secured through the August 20, 2009 Personal Guarantee of Specific Transaction executed by Keith E. Garot, under which this obligation arose.

INDEMNITY

Makers and any guarantor agree to pay all costs of collection before and after judgment, including reasonable attorney fees (including those incurred in successful defense or settlement of any counterclaim brought by Makers incident to any action or proceeding involving Makers brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand, and notice of dishonor. Makers agrees to indemnify and hold harmless Lender, its officers, employees, and agents from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorney fees, arising directly or indirectly from the credit extended under this Note or the activities of Makers. This indemnity shall survive payment of this Note.

CONSTRUCTION

This Note and all its terms shall be construed in accordance with the laws of the State of Wisconsin.

BINDING EFFECT

This Promissory Note is binding not only upon Makers, but also their respective heirs, executors, successors, administrators, or assigns.

Signed this _____ day of _____, 2015.

TRAILSIDE DEVELOPMENT II, LLC

By:

KEITH E. GAROT

By:

Keith E. Garot, Member

Keith E. Garot, Individual

H:\jdupont\Legal Documents\2015\Promissory Note - Trailside.docx

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #15-14, Authorizing Facade Improvement Grant to Beilke, LLC (125 South Broadway Street).

ATTACHMENTS:

- Reso15-14 (DOCX)
- Systems_Rec (PDF)
- Jan2015_Finance_Facade_Systems (PDF)

RESOLUTION #15-14

AUTHORIZING FACADE IMPROVEMENT GRANT TO BEILKE, LLC
(125 South Broadway Street)

WHEREAS, the Common Council and the City Redevelopment Authority have established a Facade Improvement Grant Program to encourage the renovation and revitalization of the business environment in the East Side Redevelopment District in Tax Incremental Financing District (TID) #7; and

WHEREAS, 125 South Broadway Street, owned by Beilke, LLC, located within TID #7 and the East Side Redevelopment District, has had improvements made to its rear building exterior which comply with the design standards for the downtown district; and

WHEREAS, Beilke, LLC has applied for a grant from the Facade Improvement Grant Program under the terms of such Program, said application has been reviewed and recommended for approval by the Redevelopment Authority and the Finance/Personnel Committee; and

WHEREAS, Beilke, LLC is hereby thanked for its contribution toward preservation and aesthetic enhancement to the City's East Side Redevelopment District.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Clerk-Treasurer is authorized to issue a grant payment to Beilke, LLC in the amount of \$10,000.00 (\$49,076.55 spent) for improvements to the exterior of 125 South Broadway Street, all made in accordance with the Facade Improvement Grant Program for TID #7.

BE IT FURTHER RESOLVED THAT:

The Common Council of the City of De Pere extends its thanks to Beilke, LLC for its investment in, and commitment to, the City of De Pere and its business districts.

Resolution #15-14
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-14 (3029 : Resolution #15-14, Authorizing Facade Grant)

Invoice

S. J. Schoen Construction Company.

2150 Memorial Dr.

Green Bay, WI. 54303

Phone : (920) 496-0326

Fax : (920) 496-0327

Date : December 2, 2014

Invoice Number: 1222014

Bill To : Systems Furniture
125 S Broadway
Depere, WI 54115

Terms: Due Upon Receipt

Description: Renovations at 125 S Broadway

Frost wall	1,520.00
Paint materials	399.62
Gas meter repiping	161.00
Masonry materials	6,709.75
Masonry Labor	7,195.50
Dumpster	180.00
Lumber	326.74
Front Door	1,268.16
Hardware	454.57
Rubber roof	3,336.62
Gutters	351.25
Awning	500.00
Windows & Glass	13,915.00
Eletrical	950.00
Sheet rock & Labor	1,050.00
Labor	6,683.25
Construction fee	6,750.22
Invoice Total	<u>\$51,751.68</u>
Payments	\$35,000.00
Balance Due	\$16,751.68

The Salt Box

Fax: 920-632-7539

126 S. Broadway

DePere, WI 54115

Invoice

Date	Invoice #
8/28/2014	2298

Bill To
Beilke, Curt
347-4040

Ch # 1192

			P.O. No.	Terms	Project
ordered Item	Description	Qty	Our Price	List Price	Amount
Lighting	HINK-2634BK-GU24-EXTERIOR	4	282.00	373.00	1,128.00T
Sales Discount	Sales Discount		-168.00		-168.00
			</		

CITY OF DE PERE

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



January 13, 2015

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Façade Grant for 125 S Broadway (Beilke LLC)

The façade grant for 125 S Broadway was approved by the RDA in May 2014. The façade grant was approved up to the maximum \$10,000. The owner has completed the back of the building (and some work on the front) and has submitted receipts. (Please see images below)

The owner provided copies of the receipts and staff met with the owner to review all of the items. After making some adjustments, the following invoices qualify for the façade program:

125 Broadway

Schoen	\$51,751.68
- Roof / Gutter	-\$3,687.87
Salt Box	\$1,012.80
Total Invoices	\$49,076.55
 4-1 Match:	 \$12,269.14

The project qualifies for a grant of \$10,000. Please note, due to schedules with RDA members, the RDA did not review these receipts for this façade grant. Ted Penn, the RDA Chair, supported that the receipts move forward for approval by Finance and the Common Council.

Recommendation:

Staff would like to thank the owners for their investment into the downtown. Staff would recommend approval of the receipts and that the request be forwarded to Common Council for approval of the grant in the amount of \$10,000.

Before



After



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: January 20, 2015

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #15-15, Regarding Continuation of Police Department Drug Disposal Program and Authorizing Solicitation of Donations for Funding of the Same.

At the December 16, 2014 Meeting, the Common Council approved the Health Department acceptance of a grant from the WI Department of Agriculture, Trade and Consumer Protection Clean Sweep Grant Program in the amount of \$3,100. The grant was designed to assist De Pere in reducing risk of exposure to unwanted prescription drugs in homes. The money awarded would be for covering the cost of public awareness and the disposal once collected by the police department.

After receiving the grant, the terms of the grant were reviewed by the City Attorney, and later with the Health Director and Police Chief. It appeared the terms of the grant created certain legal difficulties for De Pere and the grant was recommended to be returned. The Finance Committee recommended keeping the drug disposal program due to its importance in reducing access to excess pharmaceuticals, and to keep water supplies clean, but return the DATCP grant and look for alternative funding sources. Some suggestions were to solicit private donations, or seek mini-grants from area pharmacies.

The police and health departments are seeking your approval of the Finance Committee recommendation to continue the drug disposal program, return the \$3,100 DATCP grant and to seek alternative funding for drug disposal.

Please contact Chief Beiderwieden if you have any questions about this recommendation

ATTACHMENTS:

- Reso15-15 (DOCX)

RESOLUTION #15-15

REGARDING CONTINUATION OF POLICE DEPARTMENT
DRUG DISPOSAL PROGRAM AND AUTHORIZING SOLICITATION
OF DONATIONS FOR FUNDING OF THE SAME

WHEREAS, the Common Council previously approved the creation of a drug disposal program in the De Pere Police Department under Wis. Stats. §165.65, with funding for the program through a “Clean Sweep” grant administered by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP); and

WHEREAS, the terms and conditions of the DATCP grant, including required indemnification of the State of Wisconsin, for this worthwhile program with statewide benefit, are unacceptable to the Common Council; and

WHEREAS, the Council wishes to continue the drug disposal program without the “Clean Sweep Grant” from DATCP and therefore authorizes solicitation of private funds to maintain the program; and

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

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Heath Director is hereby authorized and directed to reject the “Clean Sweep” grant award from DATCP and to indicate to the DATCP that such rejection is due to the onerous nature of the grant contract.

BE IT FURTHER RESOLVED THAT:

The Police Chief or designee are hereby authorized to solicit funds from private sources, including those involved in the pharmacy industry who directly benefit from the City’s drug disposal program, for funds sufficient to cover the costs of the police department drug disposal program without City funding.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

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

MEETING DATE: January 20, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-16, Accepting Park Property Donation from the Unified School District of De Pere.

ATTACHMENTS:

- Mayor & CC - Bomier Property Memo(PDF)
- Bomier USD property to City map (PDF)
- Reso15-16 (DOCX)
- Quit Claim Deed (PDF)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney 
RE: Unified School District of De Pere Donation of Property for Park Purposes
Date: January 12, 2015

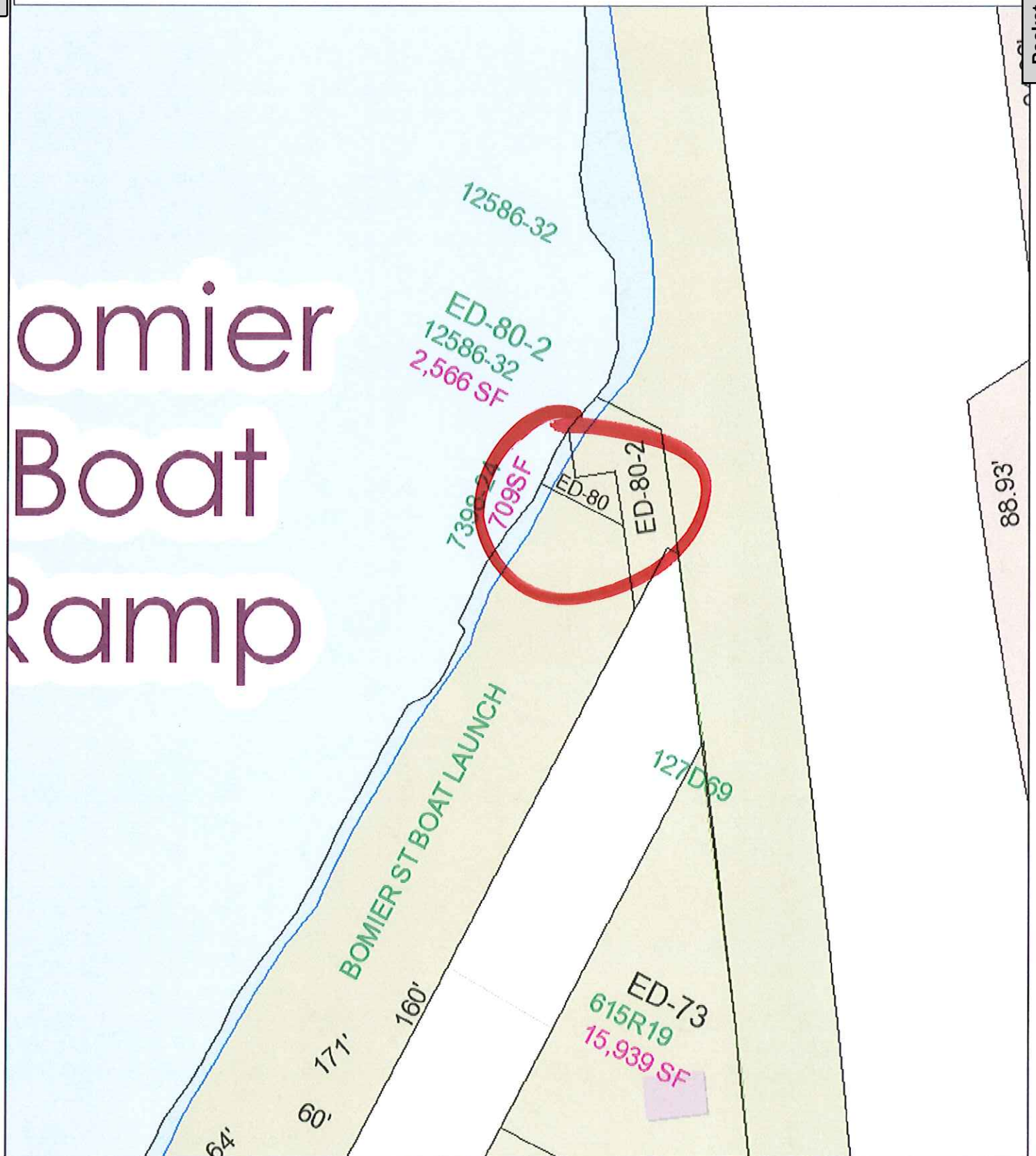
The Unified School District of De Pere identified a small (.016 acre) river front parcel adjacent to the City's Bomier Boat Launch facility as surplus property. The District is offering to donate the property to the City for park purposes. A restrictive covenant was placed on the transfer by the School Board requiring the property to be used exclusively as a park and be used for park purposes. The Park Director has reviewed this donation and he believes it to be in the interest of the park system to accept this parcel. Acceptance of this generous donation will be reported to the Park Board by the Park Director at its next meeting.

If you have any questions regarding this matter, please feel free to call Marty at 339-8358 or Judy at 339-4042.

c: Marty Kosobucki, Director of Parks, Recreation & Forestry
Ken Pabich, Director of Planning & Economic Development

H:\jdupont\Memos\2015\Mayor & CC-Bomier property 1-12-15-135-002-14.docx

Bomier Boat Ramp



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

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



12/10/2014
Scale 1:720

RESOLUTION #15-16

ACCEPTING PARK PROPERTY DONATION FROM THE
UNIFIED SCHOOL DISTRICT OF DE PERE

WHEREAS, the Unified School District of De Pere has graciously donated a .016 acre parcel adjacent to the City's Bomier Boat Launch to the City for park purposes; and

WHEREAS, the City wishes to thank the Unified School District of De Pere for its generous donation.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council, with gratitude, hereby accepts the donation of property for park purposes from the Unified School District of De Pere as more fully described in the attached Quit Claim Deed.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of January, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

* Type name below signatures.

Grantor: Unified School District of De Pere
Grantee: City of De Pere

ADDENDUM A
to the Quit Claim Deed between the
Unified School District of De Pere and the City of De Pere

Legal Description:

Lot 43, Assessor's Subdivision of the City of De Pere, in the City of De Pere, East side of Fox River, Brown County, Wisconsin, excepting therefrom the railroad right-of-way, and further excepting therefrom that part thereof as described in Volume 661 Records, page 294, and further excepting therefrom any portion thereof being used and/or previously conveyed for road purposes.

Restrictive Covenant:

This Deed is given subject to the condition that the Property shall be used exclusively as a public park, to be used for park purposes. If the Property is used in any way that is prohibited by this restriction that is not terminated within ninety (90) days from notice from Grantor to Grantee, then, without further notice, upon a filing with the Brown County Register of Deeds of an affidavit of Grantor, attesting that Grantee has failed to terminate the prohibited use, the Property shall revert to Grantor without further action on the part of Grantor.

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

MEETING DATE: January 20, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 1-20-15 VOUCHERS (PDF)

PACKET: 04645 JAN 2015 COUNCIL - 2 1-20-15

23.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0001	A1 ELEVATOR CORP							
	I-7019	A1 ELEVATOR CORP	R	1/20/2015		153.00CR	073828	153.00
4632	ACCURATE LLC							
	I-201501134193	ACCURATE LLC	R	1/20/2015		1,850.00CR	073829	1,850.00
7009	ACROSS THE STREET PRODUCTIONS							
	I-12-2462	ACROSS THE STREET PRODUCTIONS	R	1/20/2015		1,039.50CR	073830	1,039.50
0302	AIRGAS USA LLC							
	I-9034784321	AIRGAS USA LLC	R	1/20/2015		174.36CR	073831	
	I-9034918757	AIRGAS USA LLC	R	1/20/2015		210.42CR	073831	384.78
2982	ALL CITY COMMUNICATIONS							
	I-4699567-010115	ALL CITY COMMUNICATIONS	R	1/20/2015		184.00CR	073832	184.00
0007	AMBROSIUS SALES & SERVICE							
	I-88559	AMBROSIUS SALES & SERVICE	R	1/20/2015		1,749.00CR	073833	
	I-88706	AMBROSIUS SALES & SERVICE	R	1/20/2015		167.91CR	073833	1,916.91
6022	APPLETON POST CRESCENT							
	I-8599834	APPLETON POST CRESCENT	R	1/20/2015		494.13CR	073834	494.13
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-71814	BADGER MAILING & SHIPPING SYST	R	1/20/2015		161.65CR	073835	161.65
5227	BADGER STATE INDUSTRIES							
	I-253855	BADGER STATE INDUSTRIES	R	1/20/2015		570.86CR	073836	570.86
0020	BADGERLAND PRINTING INC							
	I-24937	BADGERLAND PRINTING INC	R	1/20/2015		673.00CR	073837	
	I-24944	BADGERLAND PRINTING INC	R	1/20/2015		128.00CR	073837	
	I-24950	BADGERLAND PRINTING INC	R	1/20/2015		298.00CR	073837	
	I-24955	BADGERLAND PRINTING INC	R	1/20/2015		575.75CR	073837	
	I-24984	BADGERLAND PRINTING INC	R	1/20/2015		20.00CR	073837	1,694.75
0023	BATTERIES PLUS LLC							
	I-501-446281	BATTERIES PLUS LLC	R	1/20/2015		86.41CR	073838	
	I-501-448088	BATTERIES PLUS LLC	R	1/20/2015		106.50CR	073838	
	I-501-448769	BATTERIES PLUS LLC	R	1/20/2015		99.50CR	073838	292.41
0027	BAY TOWEL INC							
	I-1912789	BAY TOWEL INC	R	1/20/2015		45.52CR	073839	
	I-1914841	BAY TOWEL INC	R	1/20/2015		84.05CR	073839	
	I-1916211	BAY TOWEL INC	R	1/20/2015		38.11CR	073839	
	I-1916212	BAY TOWEL INC	R	1/20/2015		88.76CR	073839	
	I-1919618	BAY TOWEL INC	R	1/20/2015		41.62CR	073839	
	I-1919619	BAY TOWEL INC	R	1/20/2015		54.17CR	073839	
	I-1921706	BAY TOWEL INC	R	1/20/2015		84.05CR	073839	
	I-1923074	BAY TOWEL INC	R	1/20/2015		41.62CR	073839	
	I-1923075	BAY TOWEL INC	R	1/20/2015		57.33CR	073839	535.23

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			TYPE	DATE			NO#	AMOUNT
2970	BELLINHEALTH INC							
	I-59	BELLINHEALTH INC	R	1/20/2015		5.40CR	073840	5.40
7090	BERNTSEN INTERNATIONAL INC							
	I-163653	BERNTSEN INTERNATIONAL INC	R	1/20/2015		707.01CR	073841	707.01
5790	BIANEW							
	I-201501134194	BIANEW	R	1/20/2015		70.00CR	073842	70.00
6751	BRIDGEPORT MFG. INC.							
	I-31312-00	BRIDGEPORT MFG. INC.	R	1/20/2015		22.09CR	073843	22.09
0038	BROADWAY AUTOMOTIVE INC							
	I-425873	BROADWAY AUTOMOTIVE INC	R	1/20/2015		361.52CR	073844	
	I-737901P	BROADWAY AUTOMOTIVE INC	R	1/20/2015		30.23CR	073844	391.75
0039	BROOKS TRACTOR INC							
	I-D36585	BROOKS TRACTOR INC	R	1/20/2015		273.65CR	073845	
	I-D36592	BROOKS TRACTOR INC	R	1/20/2015		72.86CR	073845	346.51
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-26888	BROWN COUNTY PORT SOLID WASTE	R	1/20/2015		16,991.38CR	073846	16,991.38
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201501134177	BROWN COUNTY REGISTER OF DEEDS	R	1/20/2015		120.00CR	073847	120.00
2984	BROWN COUNTY TREASURER							
	I-2014-00000025	BROWN COUNTY TREASURER	R	1/20/2015		1,815.12CR	073848	1,815.12
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-4150020	BRUCE MUNICIPAL EQUIPMENT INC	R	1/20/2015		1,179.15CR	073849	1,179.15
6724	CARASOFT TECHNOLOGY CORP							
	I-6028409	CARASOFT TECHNOLOGY CORP	R	1/20/2015		11,400.00CR	073850	11,400.00
0536	CDW GOVERNMENT INC							
	I-QT85871	CDW GOVERNMENT INC	R	1/20/2015		89.87CR	073851	
	I-RK01882	CDW GOVERNMENT INC	R	1/20/2015		2,332.00CR	073851	
	I-RK09162	CDW GOVERNMENT INC	R	1/20/2015		62.09CR	073851	
	I-RM16545	CDW GOVERNMENT INC	R	1/20/2015		537.06CR	073851	
	I-RN18126	CDW GOVERNMENT INC	R	1/20/2015		42.95CR	073851	3,063.97

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6843	CIVIC SYSTEMS, LLC							
	I-CVC12357	CIVIC SYSTEMS, LLC	R	1/20/2015		2,340.00CR	073852	2,340.00
2708	CLEANING SOLUTION SERVICES INC							
	I-05-9922	CLEANING SOLUTION SERVICES INC	R	1/20/2015		1,732.00CR	073853	1,732.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-201501134195	COUNTRY VISIONS COOPERATIVE	R	1/20/2015		11.75CR	073854	11.75
1421	CREATIVE SIGN CO							
	I-16771	CREATIVE SIGN CO	R	1/20/2015		786.25CR	073855	786.25
6739	CTW CORP							
	I-404-14-01	CTW CORP	R	1/20/2015		30,563.70CR	073856	30,563.70
7091	DANIELLE DELWICHE-OELHAFEN							
	I-201501134178	DANIELLE DELWICHE-OELHAFEN	R	1/20/2015		115.00CR	073857	115.00
0075	DIGGERS HOTLINE INC							
	I-141 2 36401	DIGGERS HOTLINE INC	R	1/20/2015		133.34CR	073858	
	I-141 2 36402	DIGGERS HOTLINE INC	R	1/20/2015		12.18CR	073858	145.52
0078	DORNER INC							
	I-14-01 (6) FINAL	DORNER INC	R	1/20/2015		29,151.11CR	073859	29,151.11
0086	EMPLOYEE RESOURCE CENTER INC							
	I-1214-824	EMPLOYEE RESOURCE CENTER INC	R	1/20/2015		342.50CR	073860	342.50
7095	ENVIRO SCIENCES/ALPHA ENERGY INC.							
	I-11490	ENVIRO SCIENCES/ALPHA ENERGY I	R	1/20/2015		310.00CR	073861	
	I-11498	ENVIRO SCIENCES/ALPHA ENERGY I	R	1/20/2015		89.75CR	073861	399.75
0092	FEAKER & SONS CO INC							
	I-20466	FEAKER & SONS CO INC	R	1/20/2015		1,380.00CR	073862	1,380.00
2627	FESTIVAL FOODS INC							
	I-201501134179	FESTIVAL FOODS INC	R	1/20/2015		3.49CR	073863	
	I-201501134180	FESTIVAL FOODS INC	R	1/20/2015		107.64CR	073863	111.13
7096	JAMES M. FICO PHD							
	I-201501134196	JAMES M. FICO PHD	R	1/20/2015		325.00CR	073864	325.00

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			TYPE	DATE			NO#	AMOUNT
0200	FIRST SUPPLY GREEN BAY LLC							
	C-2906418-00	FIRST SUPPLY GREEN BAY LLC	R	1/20/2015		305.79	073865	
	I-2906460-00	FIRST SUPPLY GREEN BAY LLC	R	1/20/2015		1,081.99CR	073865	
	I-2906486-00	FIRST SUPPLY GREEN BAY LLC	R	1/20/2015		314.00CR	073865	1,090.20
1668	FORESTRY SUPPLIERS INC							
	I-688900-00	FORESTRY SUPPLIERS INC	R	1/20/2015		294.51CR	073866	294.51
1068	FOX VALLEY TRUCK & BODY INC							
	I-RO #46236	FOX VALLEY TRUCK & BODY INC	R	1/20/2015		981.13CR	073867	981.13
0089	FRV INC							
	I-123093	FRV INC	R	1/20/2015		99.42CR	073868	99.42
1891	GANNETT WI MEDIA							
	I-8601844	GANNETT WI MEDIA	R	1/20/2015		472.80CR	073869	472.80
2495	GLAXOSMITHKLINE							
	I-32234410	GLAXOSMITHKLINE	R	1/20/2015		325.13CR	073870	325.13
0116	GRAINGER INC							
	C-9628306574	GRAINGER INC	R	1/20/2015		17.78	073871	
	I-9621502872	GRAINGER INC	R	1/20/2015		1,356.09CR	073871	
	I-9623522258	GRAINGER INC	R	1/20/2015		177.30CR	073871	
	I-9627252670	GRAINGER INC	R	1/20/2015		184.68CR	073871	
	I-9628306566	GRAINGER INC	R	1/20/2015		49.90CR	073871	
	I-9628854441	GRAINGER INC	R	1/20/2015		53.50CR	073871	1,803.69
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-976452571	GRAYBAR ELECTRIC COMPANY INC	R	1/20/2015		34.67CR	073872	34.67
4902	HALRON LUBRICANTS INC							
	I-723219-00	HALRON LUBRICANTS INC	R	1/20/2015		768.34CR	073873	768.34
1237	HASTINGS AIR ENERGY CONTROL							
	I-I54550	HASTINGS AIR ENERGY CONTROL	R	1/20/2015		1,204.95CR	073874	1,204.95
3521	HD SUPPLY WATERWORKS LTD							
	I-D371813	HD SUPPLY WATERWORKS LTD	R	1/20/2015		770.00CR	073875	
	I-D396819	HD SUPPLY WATERWORKS LTD	R	1/20/2015		7.38CR	073875	777.38
6798	HERCULES POLY INC.							
	I-14-05013	HERCULES POLY INC.	R	1/20/2015		881.38CR	073876	881.38

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			TYPE	DATE			NO#	AMOUNT
5674	HOME TEAM SPORTS & APPAREL INC							
	I-21837	HOME TEAM SPORTS & APPAREL INC	R	1/20/2015		240.00CR	073877	
	I-21877	HOME TEAM SPORTS & APPAREL INC	R	1/20/2015		200.27CR	073877	
	I-21956	HOME TEAM SPORTS & APPAREL INC	R	1/20/2015		32.40CR	073877	472.67
6937	HOOD, TRACY							
	I-201501134181	HOOD, TRACY	R	1/20/2015		145.71CR	073878	145.71
5484	HYDRO DESIGNS INC							
	I-34280-IN	HYDRO DESIGNS INC	R	1/20/2015		2,876.00CR	073879	
	I-34314-IN	HYDRO DESIGNS INC	R	1/20/2015		1,415.00CR	073879	4,291.00
5425	IAAI INC							
	I-68782	IAAI INC	R	1/20/2015		100.00CR	073880	100.00
3189	ICMA							
	I-201501134197	ICMA	R	1/20/2015		976.00CR	073881	976.00
7069	IEI GENERAL CONTRACTORS INC.							
	I-14-14 (2) FINAL	IEI GENERAL CONTRACTORS INC.	R	1/20/2015		4,000.00CR	073882	4,000.00
1399	INDOFF INC							
	I-2560388	INDOFF INC	R	1/20/2015		33.99CR	073883	
	I-2562964	INDOFF INC	R	1/20/2015		123.99CR	073883	
	I-2564576	INDOFF INC	R	1/20/2015		62.14CR	073883	
	I-2564800	INDOFF INC	R	1/20/2015		7.59CR	073883	
	I-2565249	INDOFF INC	R	1/20/2015		18.49CR	073883	
	I-2566257	INDOFF INC	R	1/20/2015		36.24CR	073883	
	I-2567161	INDOFF INC	R	1/20/2015		33.48CR	073883	315.92
7092	INNOVATIVE MAINTENANCE SYSTEMS							
	I-34707	INNOVATIVE MAINTENANCE SYSTEMS	R	1/20/2015		1,843.00CR	073884	1,843.00
1276	JX ENTERPRISES INC							
	I-D-243450059	JX ENTERPRISES INC	R	1/20/2015		3.85CR	073885	
	I-D-243570103	JX ENTERPRISES INC	R	1/20/2015		41.73CR	073885	
	I-D-243630025	JX ENTERPRISES INC	R	1/20/2015		38.61CR	073885	
	I-D-250020004	JX ENTERPRISES INC	R	1/20/2015		13.59CR	073885	
	I-D-250020005	JX ENTERPRISES INC	R	1/20/2015		65.64CR	073885	
	I-D-250060052	JX ENTERPRISES INC	R	1/20/2015		62.00CR	073885	
	I-D-250070057	JX ENTERPRISES INC	R	1/20/2015		71.04CR	073885	
	I-D-250070061	JX ENTERPRISES INC	R	1/20/2015		9.30CR	073885	
	I-D-250070114	JX ENTERPRISES INC	R	1/20/2015		20.00CR	073885	
	I-D-250120014	JX ENTERPRISES INC	R	1/20/2015		80.00CR	073885	405.76

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3140	KUNDINGER FLUID POWER INC							
	I-50313809	KUNDINGER FLUID POWER INC	R	1/20/2015		124.20CR	073886	124.20
1	LABS, ELAINE							
	I-201501134198	REFUND SEWING	R	1/20/2015		33.00CR	073887	33.00
5303	LAKE AREA PUBLIC WKS ASSOC							
	I-201501134199	LAKE AREA PUBLIC WKS ASSOC	R	1/20/2015		75.00CR	073888	75.00
0154	LAMERS BUS LINES INC							
	I-201501134182	LAMERS BUS LINES INC	R	1/20/2015		1,541.05CR	073889	1,541.05
6249	LANAIR PRODUCTS LLC							
	I-338617-IN	LANAIR PRODUCTS LLC	R	1/20/2015		133.75CR	073890	133.75
0157	LEAGUE OF WI MUNICIPALITIES							
	I-201501134200	LEAGUE OF WI MUNICIPALITIES	R	1/20/2015		6,364.15CR	073891	6,364.15
5786	LEE, CINDY							
	I-201501134183	LEE, CINDY	R	1/20/2015		33.60CR	073892	33.60
0159	LEXIS NEXIS INC							
	I-1412254580	LEXIS NEXIS INC	R	1/20/2015		214.00CR	073893	214.00
0903	THE MAIL HAUS INC							
	I-140677	THE MAIL HAUS INC	R	1/20/2015		2,307.41CR	073894	2,307.41
6918	MAILCOM CONSULTING LLC							
	I-13458	MAILCOM CONSULTING LLC	R	1/20/2015		5,194.98CR	073895	5,194.98
0163	MCC INC							
	I-14-07 (5) FINAL	MCC INC	R	1/20/2015		43,358.41CR	073896	43,358.41
0173	MENARDS INC							
	I-53520	MENARDS INC	R	1/20/2015		158.00CR	073897	
	I-53578	MENARDS INC	R	1/20/2015		90.08CR	073897	
	I-53586	MENARDS INC	R	1/20/2015		89.96CR	073897	
	I-53724	MENARDS INC	R	1/20/2015		254.24CR	073897	
	I-53915	MENARDS INC	R	1/20/2015		357.00CR	073897	
	I-53951	MENARDS INC	R	1/20/2015		88.12CR	073897	
	I-54220	MENARDS INC	R	1/20/2015		47.98CR	073897	
	I-54628	MENARDS INC	R	1/20/2015		22.98CR	073897	
	I-54985	MENARDS INC	R	1/20/2015		8.45CR	073897	1,116.81

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			TYPE	DATE			NO#	AMOUNT
6702	METROCOUNT (USA) INC							
	I-201501134184	METROCOUNT (USA) INC	R	1/20/2015		307.00CR	073898	307.00
6277	METZLER, SHANNON							
	I-201501134185	METZLER, SHANNON	R	1/20/2015		333.58CR	073899	333.58
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-216076	MILLER & ASSOC SAUK PRAIRIE IN	R	1/20/2015		1,195.00CR	073900	1,195.00
3125	MORTON SALT INC							
	I-5400638718	MORTON SALT INC	R	1/20/2015		8,619.88CR	073901	8,619.88
1114	MOTION INDUSTRIES INC							
	I-WI07-346745	MOTION INDUSTRIES INC	R	1/20/2015		39.02CR	073902	39.02
1177	NATIONAL FIRE PROTECTION ASSOC							
	I-201501134201	NATIONAL FIRE PROTECTION ASSOC	R	1/20/2015		165.00CR	073903	165.00
7093	NATIONAL SWIMMING POOL FOUNDATION							
	I-74801	NATIONAL SWIMMING POOL FOUNDAT	R	1/20/2015		67.95CR	073904	67.95
0531	NORTHEAST AUTO PARTS INC							
	I-297175	NORTHEAST AUTO PARTS INC	R	1/20/2015		35.30CR	073905	
	I-297179	NORTHEAST AUTO PARTS INC	R	1/20/2015		79.99CR	073905	
	I-297330	NORTHEAST AUTO PARTS INC	R	1/20/2015		49.50CR	073905	
	I-297334	NORTHEAST AUTO PARTS INC	R	1/20/2015		10.49CR	073905	
	I-297390	NORTHEAST AUTO PARTS INC	R	1/20/2015		16.77CR	073905	
	I-297420	NORTHEAST AUTO PARTS INC	R	1/20/2015		62.00CR	073905	
	I-297483	NORTHEAST AUTO PARTS INC	R	1/20/2015		26.32CR	073905	
	I-297505	NORTHEAST AUTO PARTS INC	R	1/20/2015		32.98CR	073905	
	I-297614	NORTHEAST AUTO PARTS INC	R	1/20/2015		39.73CR	073905	
	I-297619	NORTHEAST AUTO PARTS INC	R	1/20/2015		48.56CR	073905	401.64
5433	NORTHEAST WI TECH COLLEGE							
	I-CS26372	NORTHEAST WI TECH COLLEGE	R	1/20/2015		40.00CR	073906	
	I-CS26422	NORTHEAST WI TECH COLLEGE	R	1/20/2015		20.00CR	073906	60.00
0187	NSIGHT TELS SERVICES							
	I-201501134187	NSIGHT TELS SERVICES	R	1/20/2015		64.40CR	073907	64.40
5222	P J KORTENS & CO INC							
	I-10017006	P J KORTENS & CO INC	R	1/20/2015		438.90CR	073908	438.90

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			TYPE	DATE			NO#	AMOUNT
5344	PABICH, KEN							
	I-201501134188	PABICH, KEN	R	1/20/2015		87.92CR	073909	87.92
0197	PACKER CITY INTERNATIONAL INC							
	I-R101002552:01	PACKER CITY INTERNATIONAL INC	R	1/20/2015		3,529.37CR	073910	
	I-X101011389:01	PACKER CITY INTERNATIONAL INC	R	1/20/2015		64.66CR	073910	
	I-X101011999:01	PACKER CITY INTERNATIONAL INC	R	1/20/2015		235.56CR	073910	3,829.59
1632	PIERCE MANUFACTURING INC							
	I-150225	PIERCE MANUFACTURING INC	R	1/20/2015		30,794.00CR	073911	30,794.00
0208	POMP'S TIRE SERVICE INC							
	I-1010024702	POMP'S TIRE SERVICE INC	R	1/20/2015		395.35CR	073912	
	I-1010024821	POMP'S TIRE SERVICE INC	R	1/20/2015		166.00CR	073912	
	I-90020366	POMP'S TIRE SERVICE INC	R	1/20/2015		226.92CR	073912	
	I-90020455	POMP'S TIRE SERVICE INC	R	1/20/2015		229.92CR	073912	
	I-90020593	POMP'S TIRE SERVICE INC	R	1/20/2015		29.95CR	073912	1,048.14
1701	PRAXAIR DISTRIBUTION INC							
	I-51271848	PRAXAIR DISTRIBUTION INC	R	1/20/2015		86.24CR	073913	
	I-51296024	PRAXAIR DISTRIBUTION INC	R	1/20/2015		24.44CR	073913	110.68
1246	PREVEA WORKMED INC							
	I-93193	PREVEA WORKMED INC	R	1/20/2015		182.50CR	073914	
	I-93202	PREVEA WORKMED INC	R	1/20/2015		37.00CR	073914	219.50
0395	PRO ONE JANITORIAL INC							
	I-97815	PRO ONE JANITORIAL INC	R	1/20/2015		979.00CR	073915	979.00
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-338216	PROFESSIONAL SERVICE INDUSTRIE	R	1/20/2015		73.00CR	073916	73.00
3854	R J MARX, INC							
	I-14-11782	R J MARX, INC	R	1/20/2015		187.85CR	073917	187.85
1434	PAULA RAHN							
	I-201501134189	PAULA RAHN	R	1/20/2015		92.40CR	073918	92.40
6948	RAY'S TIRE							
	I-3-30057	RAY'S TIRE	R	1/20/2015		753.48CR	073919	753.48
1890	S I METALS AND SUPPLY							
	I-163852	S I METALS AND SUPPLY	R	1/20/2015		262.00CR	073920	262.00

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			TYPE	DATE			NO#	AMOUNT
6972	SAA DESIGN GROUP							
	I-2560-6	SAA DESIGN GROUP	R	1/20/2015		8,055.66CR	073921	8,055.66
0235	SAINT VINCENT HOSPITAL							
	I-39751	SAINT VINCENT HOSPITAL	R	1/20/2015		21.55CR	073922	21.55
4875	SANOPI PASTEUR							
	I-903931305	SANOPI PASTEUR	R	1/20/2015		485.69CR	073923	485.69
0242	SCOTT CONSTRUCTION INC							
	I-11240MB	SCOTT CONSTRUCTION INC	R	1/20/2015		540.94CR	073924	
	I-11242MB	SCOTT CONSTRUCTION INC	R	1/20/2015		514.16CR	073924	1,055.10
6027	SESAC							
	I-3973649	SESAC	R	1/20/2015		360.00CR	073925	360.00
0252	SOUTHSIDE TIRE CO INC							
	I-3040724	SOUTHSIDE TIRE CO INC	R	1/20/2015		1,348.34CR	073926	1,348.34
0999	STAPLES ADVANTAGE							
	I-3251730212	STAPLES ADVANTAGE	R	1/20/2015		92.66CR	073927	
	I-3252301234	STAPLES ADVANTAGE	R	1/20/2015		7.35CR	073927	100.01
3378	STRYKER SALES CORP							
	I-1622489M	STRYKER SALES CORP	R	1/20/2015		29,882.00CR	073928	29,882.00
7014	SURDEX CORPORATION							
	I-2909	SURDEX CORPORATION	R	1/20/2015		15,618.00CR	073929	15,618.00
7094	LUANN THOMSON							
	I-201501134190	LUANN THOMSON	R	1/20/2015		115.00CR	073930	115.00
2992	TITAN PULIC SAFETY SOLUTIONS LLC							
	I-3519	TITAN PULIC SAFETY SOLUTIONS L	R	1/20/2015		4,373.00CR	073931	4,373.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-S0456014	TRAFFIC & PARKING CONTROL INC	R	1/20/2015		2,848.15CR	073932	2,848.15
6989	TRILLIUM CNG (1700)							
	I-INV0011098	TRILLIUM CNG (1700)	R	1/20/2015		1,677.70CR	073933	1,677.70
0417	TWEET GAROT MECHANICAL INC							
	I-13856	TWEET GAROT MECHANICAL INC	R	1/20/2015		2,182.08CR	073934	
	I-13857	TWEET GAROT MECHANICAL INC	R	1/20/2015		325.00CR	073934	
	I-13858	TWEET GAROT MECHANICAL INC	R	1/20/2015		997.50CR	073934	
	I-13859	TWEET GAROT MECHANICAL INC	R	1/20/2015		1,580.00CR	073934	5,084.58

Attachment: 1-20-15 VOUCHERS (3035 : Voucher Approval.)

PACKET: 04645 JAN 2015 COUNCIL - 2 1-20-15

23.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0272	UNIFORM SHOPPE INC							
	I-238717	UNIFORM SHOPPE INC	R	1/20/2015		105.89CR	073935	
	I-238852	UNIFORM SHOPPE INC	R	1/20/2015		45.31CR	073935	
	I-239098	UNIFORM SHOPPE INC	R	1/20/2015		145.90CR	073935	
	I-239191	UNIFORM SHOPPE INC	R	1/20/2015		175.85CR	073935	472.95
7015	US BANK EQUIPMENT FINANCE							
	I-269410544	US BANK EQUIPMENT FINANCE	R	1/20/2015		207.50CR	073936	207.50
4696	US CELLULAR							
	I-65677322	US CELLULAR	R	1/20/2015		3.95CR	073937	3.95
3724	VISU-SEWER CLEAN & SEAL INC							
	I-14-03 (3) FINAL	VISU-SEWER CLEAN & SEAL INC	R	1/20/2015		38,303.77CR	073938	38,303.77
5539	VORPAHL FIRE & SAFETY CORP							
	I-215156193	VORPAHL FIRE & SAFETY CORP	R	1/20/2015		2,111.20CR	073939	
	I-215156196	VORPAHL FIRE & SAFETY CORP	R	1/20/2015		521.40CR	073939	
	I-215156674	VORPAHL FIRE & SAFETY CORP	R	1/20/2015		363.25CR	073939	
	I-215156675	VORPAHL FIRE & SAFETY CORP	R	1/20/2015		1,173.15CR	073939	4,169.00
6892	WELLNESS COUNCIL OF WISCONSIN							
	I-859-02005	WELLNESS COUNCIL OF WISCONSIN	R	1/20/2015		365.00CR	073940	365.00
4620	WFSAA							
	I-201501134204	WFSAA	R	1/20/2015		45.00CR	073941	45.00
7039	WI CHAPTER IAEI							
	I-201501134191	WI CHAPTER IAEI	R	1/20/2015		58.00CR	073942	58.00
0932	WI CITY/COUNTY MANAGEMENT ASSOC							
	I-201501134202	WI CITY/COUNTY MANAGEMENT ASSO	R	1/20/2015		200.00CR	073943	
	I-201501134203	WI CITY/COUNTY MANAGEMENT ASSO	R	1/20/2015		175.00CR	073943	375.00
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201501134192	WI DEPT OF JUSTICE TIME MADI	R	1/20/2015		21.00CR	073944	21.00
3876	WI MUNICIPAL COURT CLERKS ASSOC							
	I-201501134205	WI MUNICIPAL COURT CLERKS ASSO	R	1/20/2015		40.00CR	073945	40.00
7021	WILSON AUTO COLLISION - GREEN BAY							
	I-28552	WILSON AUTO COLLISION - GREEN	R	1/20/2015		576.98CR	073946	576.98

Attachment: 1-20-15 VOUCHERS (3035 : Voucher Approval.)

PACKET: 04645 JAN 2015 COUNCIL - 2 1-20-15

23.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4012	WINTER WOOD PRODUCTS							
	I-539680	WINTER WOOD PRODUCTS	R	1/20/2015		1,093.00CR	073947	1,093.00
2593	WSFCA							
	I-201501134206	WSFCA	R	1/20/2015		85.00CR	073948	85.00
0300	ZARNOTH BRUSH WORKS INC							
	I-152884-IN	ZARNOTH BRUSH WORKS INC	R	1/20/2015		2,429.50CR	073949	2,429.50

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	122	0.00	363,973.69	363,973.69
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	122	0.00	363,973.69	363,973.69

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 1-20-15 VOUCHERS (3035 : Voucher Approval.)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	1/2015	157,513.24CR
201	1/2015	10,616.85CR
208	1/2015	35.36CR
209	1/2015	11,400.00CR
290	1/2015	8,055.66CR
405	1/2015	114,886.29CR
460	1/2015	540.94CR
601	1/2015	50,389.96CR
650	1/2015	10,535.39CR
=====		
ALL		363,973.69CR

Attachment: 1-20-15 VOUCHERS (3035 : Voucher Approval.)

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

MEETING DATE: January 20, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 01-20-15 Operator List (PDF)

CITY OF DE PERE - JANUARY 20, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	ARTERBURN, KATIE E.	4220 OAKDALE	SUAMICO	WI	54313
2	BAETEN, AMY J.	862 SUBURBAN DR.	DE PERE	WI	54115
3	DONHAM, BOBBI JO	1626 WINDSOR DR., APT. 3	GREEN BAY	WI	54302
4	FALKNER, JACKLYN M.	1371 PONDERESA AVE.	GREEN BAY	WI	54313
New Operator License Applications for the 2014-2016 Licensing Period					
1	BAUMGARTNER, SHARON R.	1110 TERRY LN.,#24	DE PERE	WI	54115
2	DERNEHL, MARGARET M.	330 13TH AVE.	GREEN BAY	WI	54303
3	DORFF, CASSANDRA J.	3375 PEBBLE BEACH CT.	GREEN BAY	WI	54311
4	FISSETTE, KATIE M.	524 S. SIXTH ST.	DE PERE	WI	54115
5	MARCH, LAWRENCE H.	1432 O'KEEFE RD.	DE PERE	WI	54115
6	RYAN, TREY W.	1729 CHARLES ST.	DE PERE	WI	54115
7	SEEFELD, BRANDEN L.	822 PINE ST., #7	GREEN BAY	WI	54301
8	VANDERLOOP, ANTHONY R.	1380 KINGSTON TER.	GREEN BAY	WI	54302