

COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on January 15, 2013 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

This meeting can be viewed LIVE on Time Warner Cable Channel 4 and Channel 99 AT&T U-verse. This meeting is also rebroadcast on Time Warner Cable Channel 4 and Channel 99 AT&T U-verse throughout the week.

AGENDA FOR SAID MEETING:

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the January 2, 2013 regular meeting of the Common Council.
4. Public Hearing on a rezoning request and General Development Plan for a proposed Walgreens located on the northeast corner of S. Broadway and Wisconsin Street is scheduled for 7:35 p.m. or soon thereafter.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Ordinance #13-04, Rezoning Certain Property (Parcels ED-814, ED-821, ED-821-1, ED-823, ED-825, ED-833-1 and a portion of ED-818) is presented for consideration.
5. Public Hearing to amend Revolving Loan Fund Manual is scheduled for 7:35 p.m. or soon thereafter.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Resolution #13-03, Approving Revised City Of De Pere Revolving Loan Fund Manual is presented for consideration.
6. Public comment upon matters not on agenda or other announcements.
7. Recommendation from the Board of Public Works:
 - A. Shared sanitary lateral to 311 Grant Street and 306 Third Street.
 - B. Award Project 12-15A Sewer Cleaning and Televising.
8. Ordinance #13-05, Amending Chapter 62 De Pere Municipal Code (Electrical Code).

9. Resolution #13-04, Introduction Of Resolution Regarding The Vacation Of Charles Street Right-Of-Way And Alleyway Adjacent Thereto (between Broadway and Wisconsin Streets) (refer to public hearing).
10. Resolution #13-05, Authorizing Façade Improvement Grant To Lawrence Fisette (705 George Street).
11. Resolution #13-06, Authorizing Revocable Occupancy Permit (Schleis Properties, LLC).
12. Resolution #13-07, Approving Agreement For Engineering Services Between The City Of De Pere And Robert E. Lee & Associates, Inc. (Hemlock Creek Pedestrian Crossing).
13. Resolution #13-08, Approving Agreement For Engineering Services Between The City Of De Pere And Robert E. Lee & Associates, Inc. (Water Tower Reconditioning and Inspection).
14. Resolution #13-09, Authorizing Amendment To Software Service Agreement With IQM2.
15. Resolution #13-10, Authorizing Division Of Public Health Contract Agreement DPH Contract #22026.
16. Resolution #13-11, Authorizing Second Amendment To Agreement For Auditing Services Between The City Of De Pere And Schenck, S.C.
17. Report on sex offender ordinance impact.
18. Discussion regarding possible referendum to determine utilization of former Claude-Allouez Bridge approach.
19. Discussion regarding the status of the De Pere Riverwalk phase two construction.
20. Appointment to Plan Commission and Housing Authority by Mayor.
21. Voucher approval.
22. Applications for Operator's Licenses.
23. Future agenda items.
24. 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, January 14, 2013 so that arrangements can be made.

AGENDA SENT TO:

Mayor
Alderspersons
Department Heads
TV, Newspapers, & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Jeff Healy jeff@greatlakestvseal.com
Jared Schmidt jschmidt@releeinc.com
John Barnes john.barnes@snc.edu

General Development Plan Public Hearing:

126 SOUTH BROADWAY LLC
BANK MUTUAL
BEILKE LLC
BELLA NOVA LLC
CAROL C SHIER
FEDERAL NATIONAL MORTGAGE ASSOCIATION
GERALD/ELIZABETH KRYSHAK
GET REEL ENTERTAINMENT LLC
GILLESPIE PROPERTIES LLC
HARRY MACCO
HZ PROPERTIES LLC
J & J ENTERPRISES OF DE PERE LLP
JDA ENTERPRISES OF WISCONSIN LLC
JEROME J (JOE) SECOR REVOCABLE TRUST
KENNETH & SYLVIA BUTZ
KEVIN J & WENDY M KRYSHAK
KORDES LLC
MEDICAL ARTS COMPLEX DENTAL CENTER SC ETAL
PALS RENTALS LLC
SAINT FRANCIS XAVIER CONGREGATION
SEROOGY BROTHERS LLP
THE HILLCREST PRNTNSHP #1 LLP
THE LEE BUILDING CORP
THOMAS A BARTEL
THOMAS ZOELLER
TIMOTHY V & LORI A KARL
LAWRENCE FISETTE
SUSAN NELSON

C/O HILLCREST LUMBER

DE PERE AUTO
WISCONSIN DIVISION OF
PUBLIC HEALTH
ROBERT E. LEE &
ASSOCIATES, INC.
SCHLEIS PROPERTIES, LLC

126 S BROADWAY ST
4949 W BROWN DEER RD
125 S BROADWAY ST
522 GEORGE ST
2917 MILL RD
PO BOX 650043
3237 CALAIS CT
905 GEORGE ST #191
416 GEORGE ST SUITE 105
2986 HWY PP
113 S BROADWAY
3030 OLD PLANK RD
502 GEORGE ST
748 MORNING GLORY LN
242 ST JAMES WY
2687 EAST RIVER DR
1603 RUSK ST
704 S WEBSTER AV
2027 GRANT ST
220 S MICHIGAN AV
144 N WISCONSIN ST
2986 HWY PP
828 CHERRY ST
901 S JACKSON ST
115 S BROADWAY ST
2584 GOOD SHEPHERD LN
705 GEORGE STREET
200 N. JEFFERSON ST.
SUITE 511

4664 GOLDEN POND COURT
2744 MANITOWOC ROAD

DE PERE WI 54115-2514
MILWAUKEE WI 53223-2421
DE PERE WI 54115-2575
DE PERE WI 54115-2714
GREENLEAF WI 54126-9452
DALLAS TX 75265
GREEN BAY WI 54301-1456
DE PERE WI 54115-2917
DE PERE WI 54115-2712
DE PERE WI 54115-9645
DE PERE WI 54115-2513
DE PERE WI 54115-8645
DE PERE WI 54115
DE PERE WI 54115-1380
NAPLES FL 34104-6714
GREEN BAY WI 54301-1769
DE PERE WI 54115-3638
GREEN BAY WI 54301-3528
DE PERE WI 54115
DE PERE WI 54115-2730
DE PERE WI 54115-2733
DE PERE WI 54115-9645
GREEN BAY WI 54301
GREEN BAY WI 54301-3517
DE PERE WI 54115-2513
GREEN BAY WI 54313-4700
DE PERE, WI 54115
GREEN BAY, WI 54301-5123

HOBART, WI 54155
GREEN BAY, WI 54311

JARED G. SCHMIDT, P.E.
WILLIAM SCHLEIS

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – JANUARY 2, 2013**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Wednesday, January 2, 2013.

Mayor Mike Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Michael Donovan, Jim Kneiszel, Larry Lueck, Dan Robinson & Kathy Van Vonderen. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Donovan moved, seconded by Alderperson Crevier, to approve the minutes of the December 18, 2012 meeting. Upon vote, the minutes were approved unanimously.

PUBLIC HEARING

4A. A Public Hearing on amendment to General Development Plan to allow for a mix use development on Parcel WD-D0021 was presented. Clerk-Treasurer Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on December 6 and December 13, 2012.

4B. City Planner Ken Pabich stated the Plan Commission recommended approval.

Mayor Walsh declared the public hearing open for anyone wishing to speak; there was no one present who wished to speak so the public hearing was closed.

4C. After the hearing is held, Ordinance 13-01, Amending General Development Plan Alliance Development (Parcel WD-D0021) was presented. Alderperson Bauer moved, seconded by Alderperson Boyd, to approve the ordinance. Upon vote, motion carried unanimously.

5. Public Comment or other Announcements. None.

6. Ordinance 13-02 (formerly Ordinance 12-30), Establishing Salaries for Elected Officials for the City of De Pere (second reading) was presented. Alderperson Robinson moved, seconded by Alderperson Van Vonderen to approve the ordinance. Discussion followed. Alderperson Crevier moved, seconded by Alderperson Boyd to amend the ordinance to reflect a 2% increase to salaries starting May 1st, 2015. Discussion followed. The motion to amend the ordinance carried 7-1 with Alderperson Van Vonderen voting nay. Upon roll call vote, the motion to approve the ordinance as amended carried 7-1 with Alderperson Van Vonderen voting nay.

7. Ordinance 13-03, Correcting Section 86-3 De Pere Municipal Code Regarding Limitations on the Number of Dogs and Cats Permitted was presented. Alderperson Donovan moved, seconded by Alderperson Kneiszel to approve the ordinance. Upon vote, motion carried unanimously.

8. Resolution 13-01, Authorizing Agreement Between the City of De Pere and the Fox River Navigational System Authority Regarding Future Public Restroom Facility on Government Island was presented. Alderperson Lueck moved, seconded by Alderperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

9. Resolution 13-02, Authorizing Fifth Amendment to Agreement for Engineering Services Between the City of De Pere and Graef-USA Inc. was presented. Alderperson Boyd moved, seconded by Alderperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

10. Authorize Change Order to Zenith Tech. Inc. for an extension of contract completion date for Phase II of the Riverwalk Project was presented. Alderperson Kneiszel moved, seconded by Alderperson Robinson to approve the change order. Upon vote, motion carried unanimously.

11. Discussion regarding the status of the De Pere Riverwalk Phase II construction was presented. Parks Director Marty Kosobucki was present and informed the Council that the viewing pier has been completed. Mayor Mike Walsh hosted a

tour of the Riverwalk on December 31st and groups are currently able to schedule tours of the Riverwalk, but it is not open to the public at this time. The fishing dock will be completed in February. The City will advertise the official grand opening to the public.

12. City Sustainability Team report on activities was presented. City Administrator Larry Delo reviewed the minutes from the December 5, 2012 meeting with the Council.

13. Alderperson Van Vonderen moved, seconded by Alderperson Boyd to approve the vouchers. Upon vote, motion carried unanimously.

25. Applications for Operator's Licenses were presented.

CITY OF DE PERE - January 2, 2013					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Operator Licenses for the 2012-2014 Licensing Period					
1	BRETL, ERIC M.	705 FOURTH STREET	DE PERE	WI	54115
2	BRZEZINSKI, ABBY L.	6603 N. RILEY ROAD	EVANSVILLE	WI	53536
3	JANES, LAUREN E.	8739 N. TERRITORIAL ROAD	EVANSVILLE	WI	53536
4	JANSE-VREELING, AMANDA M.	463 N. CREST STREET	HORTONVILLE	WI	54944
5	JONES, BRENDEN J.	1354 S. NINTH STREET	DE PERE	WI	54115
6	LEGAS, JODI M.	1005 DAFFODIL DRIVE	DE PERE	WI	54115
7	REETZ, SARAH A.	1960 BELLEVUE STREET #8	GREEN BAY	WI	54311
8	ROHDE, EMILY R.	166 OLD ORCHARD LANE	NEENAH	WI	54956
9	STEFFEN, TRAVIS L.	100 GRANT STREET	DE PERE	WI	54115
10	TURNER, BECKY S.	2331 DORN DRIVE	GREEN BAY	WI	54313

Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve Operator's Licenses #1-3 and 6-10 and to table Operator's Licenses #4 and 5. Upon vote, motion carried unanimously.

26. Future Agenda Items. Alderperson Van Vonderen requested that the Council discuss the possibility of holding a referendum to determine the usage of the old Claude Allouez Bridge site.

Upon motion by Alderperson Bauer, seconded by Alderperson Robinson, the Common Council adjourned at 8:13 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

ORDINANCE #13-04

REZONING CERTAIN PROPERTY
(PARCELS ED-814, ED-821, ED-821-1, ED-823,
ED-825, ED 833-1 and a portion of ED-818)

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 15th day of January, 2013 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 property described in Exhibit A and incorporated by reference, and as shown on the scale map attached as Exhibit B and incorporated by reference be and the same are hereby rezoned from their present zoning classification of B-1, Central Business District to B-1, Central Business 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 recommendations of the Plan Commission as set forth in Section 2 herein, and compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. Such rezoning is approved provided the following conditions of the Plan Commission are met:

Public Works

Sanitary Sewer

1. Green Bay Metropolitan Sewerage District (GBMSD) approval required for their facility relocation.
2. Provide a 30 foot easement for the City sanitary sewer being relocated in alley.
3. The sewer relocation shall be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer.
4. The sewer to the south shall be bulkheaded and abandoned with sand slurry.
5. Location and size of the proposed sanitary lateral shall be approved by City Engineer.
6. If contamination is found on the site, neoprene gaskets may be required on the sanitary sewer.
7. Conflicts with other utilities, if any, will need to be resolved.
8. The existing light pole at the proposed manhole on Broadway may need to be relocated to the north.
9. Relocate the new light pole on the southeast corner of the site that is located near the sanitary sewer as approved by City.
10. The building footing near the sanitary sewer shall be lowered to an elevation of 601.

Water Main

1. The hydrant and lead will need to be relaid due to sewer construction. This work shall be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer.
2. All water services that are abandoned shall be closed at the corporation at the water main.
3. Location and size of the proposed water service shall be approved by City Engineer.

Storm Water Management

1. A 42" diameter storm sewer relocation is required. The sewer relocation shall be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer. The City may request that the sewer be upsized to a 48" diameter pipe. This will be determined during the design of the relocation. The City will pay the additional cost to upsize the storm sewer.
2. The soils report recommends significant undercutting of the soils for support under the 42" pipe (undercut 2 times the diameter) and a 3 foot over excavation on each side of the pipe. Based on this, a greater spacing is required between the outside edge of the pipe and the sheeting to be approved by City Engineer.
3. The new smaller diameter storm sewer shown near the north property shall stay the property of the Developer. The City storm sewer from the manhole behind 125 S. Broadway to Wisconsin Street will remain the City's sewer. Developer shall convey to City a 30 foot utility easement for this sewer.

4. The total suspended solids (TSS) reduction from the site shall be designed for 40% removal from parking lot and roads to meet WDNR requirements.
5. The post development peak flow shall not be greater than the pre-redevelopment peak flow of the site as it exists today.
6. A City approved maintenance agreement for the storm water management facility is required prior to the City issuing an occupancy permit. Developer shall compose and sign such agreement and submit to City for review and approval. Once the City approves the agreement, the property owner is to record the agreement with the County and provide the Developer with a copy of the recorded agreement.
7. The location and size of the proposed storm sewer lateral shall be approved by City Engineer.
8. A circular casting and cover shall be placed on the storm manhole located in the curb line.

Driveways and Sidewalk:

1. All aprons shall be concrete. A minimum of an 8" concrete apron in the right-of-way and 8" thick sidewalk at the driveway is required.
2. Decorative sidewalk in the right-of-way that is damaged shall be replaced in-kind.
3. Concrete panel replacement in the streets shall be done to an existing joint. All joints are to be doweled. Concrete and the base aggregate shall match the existing depths.

Other Items:

1. Truck size accessing the site shall be approved by City.
2. Truck turning movements as documented/drawings for the truck access to the loading dock shall be approved by city.
3. Location of overhead sign support shall be approved by City Engineer.
4. Coordinate private utility relocations (gas, electric, telephone, etc.).
5. Light pole relocation/replacement will be required and approved by City Engineer.
6. Drive-thru window traffic flow shall be approved by City Engineer.
7. Add the street address to the plans.
8. Add the soil boring locations to the plans.

Parks

1. All planting, mulching and staking shall be in accordance with WDNR recommendations and current proper practices and approved by City Forester.
2. All plant material and beds shall have a follow-up schedule for maintenance and replacement and approved by City Forester.
3. A preservation and protection plan for existing vegetation and trees, including City owned trees and shrubs, shall be included on plan and approved by City Forester.
4. PIP shall include color and seasonal variation in plantings.

Fire

1. Provide complete detailed plans for review, prior to start of construction. Provide details of use for all areas of structure.
2. Provide details of storage quantities of flammable liquids within this structure. Provide a floor plan layout for fixture placement within the space subject to review and approval.
3. Separation of hazards/uses shall be approved by Fire Inspector.
4. Provide details defining the means of egress including travel distances, dead ends, arrangement, and paths. Provide exit/emergency lighting throughout the means of egress as approved by Fire Inspector.
5. No smoking signage and floor loading signage shall be approved by Fire Inspector.
6. Provide fire extinguishers at maximum 75' travel distances from any point. Location of extinguishers shall be approved by Fire Inspector.
7. Provide sprinkler system drawings for approval prior to installation of this system. System shall comply with NFPA requirements. Fire department connection shall be indicated and approved by Fire Inspector.
8. Provide fire alarm system drawings for approval prior to installation of this system.
9. Install key box for fire department access.

Plan & Zoning

1. Site layout items to be addressed for the Precise Implementation Plan (PIP):
 - a. The sidewalk in the alley area shall be raised to reduce speed.
 - b. CSM shall be completed for the project.
 - c. Access easement shall be required to allow City vehicles to access City lot areas.
2. Design items to be addressed for the PIP:
 - a. Elimination of the large modern/contemporary canopies on the angled wall surface and entrance that are dissimilar to the thin, rod supported canopies.
 - b. Reduce the amount of "prefinished aluminum canopy material" which can look too modern or contemporary.
 - c. Detail the thin canopies to have exposed structural steel perimeter edge beams. Wide flange beams or channels should be considered.
 - d. Rivets and bolted connection can be utilized to have a more turn of the century feel.
 - e. The canopy details could also replicate the framing and details of the gateway arch feature which looks to be structural steel exposed and painted.
 - f. Examine the need for spandrel glass in some windows- if the store is a two story volume perhaps the upper windows on the south and east can be transparent allowing natural light into the retail space.
 - g. The angled wall and north elevation surface shall be articulated with either (1) more windows below the canopy or (2) window pattern "recessed" to indicate the infill of the opening. Minimum recess shall be 1-inch.

- h. Color of the exposed metal shall be painted- not anodized finish (i.e. silver).
- 3. Lighting:
 - a. Lighting contour map is required for PIP.
 - b. The lighting for the parking lot shall have similar fixtures to match the lighting in the parking lot.
- 4. Signage:
 - a. The signage shall be addressed to provide back lite fixtures.
 - b. Proposed pole sign is not permitted. A ground monument sign is permitted; however it cannot be an internal light box cabinet.

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 15th day of January, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____



WEST - S. BROADWAY ST. ELEVATION



SOUTH ELEVATION

Walgreens

S. Broadway St. & S. Wisconsin St. De Pere, WI
(1 of 2)





EAST ELEVATION

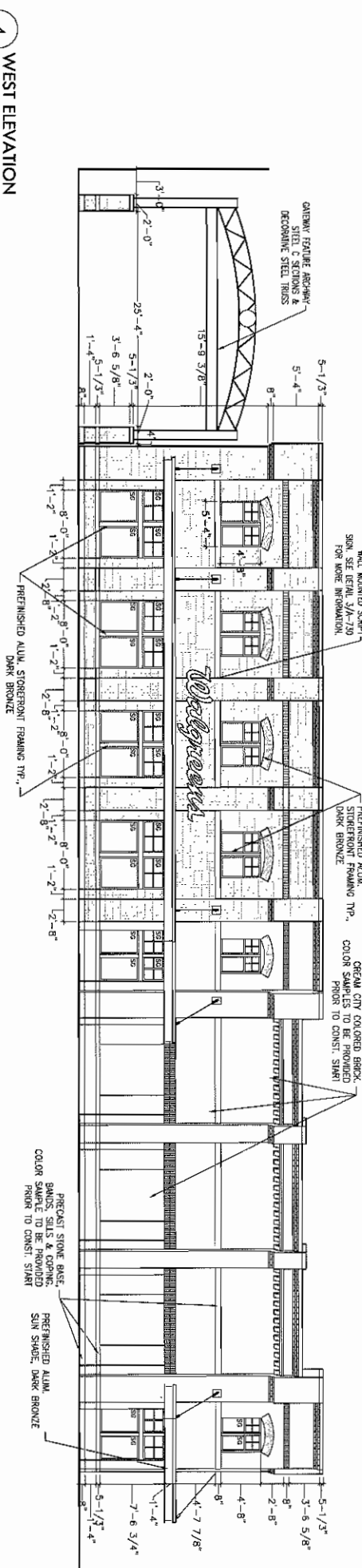
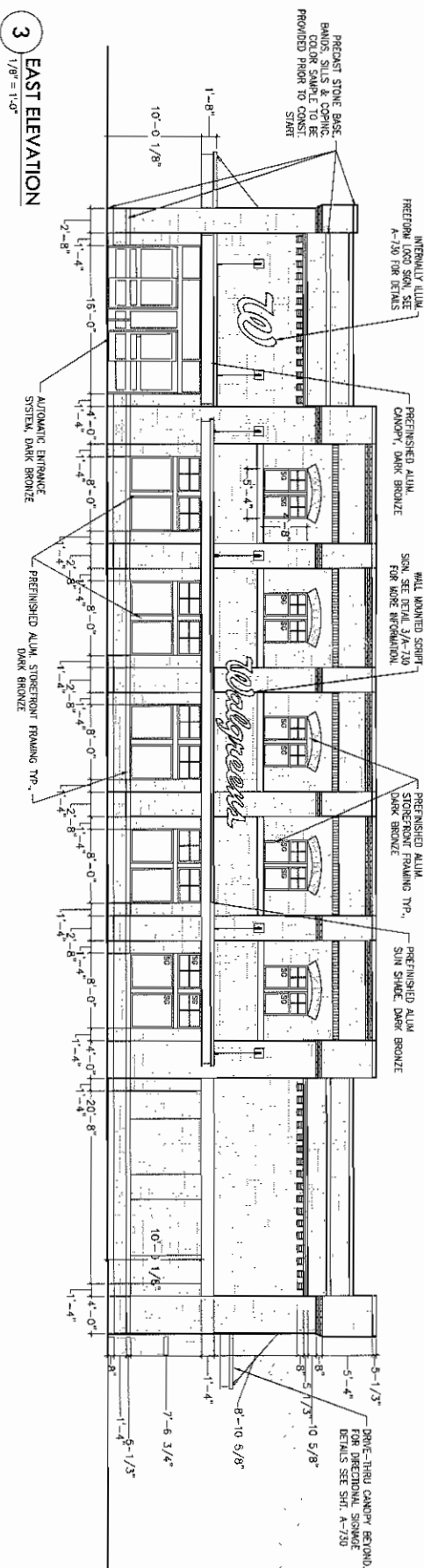
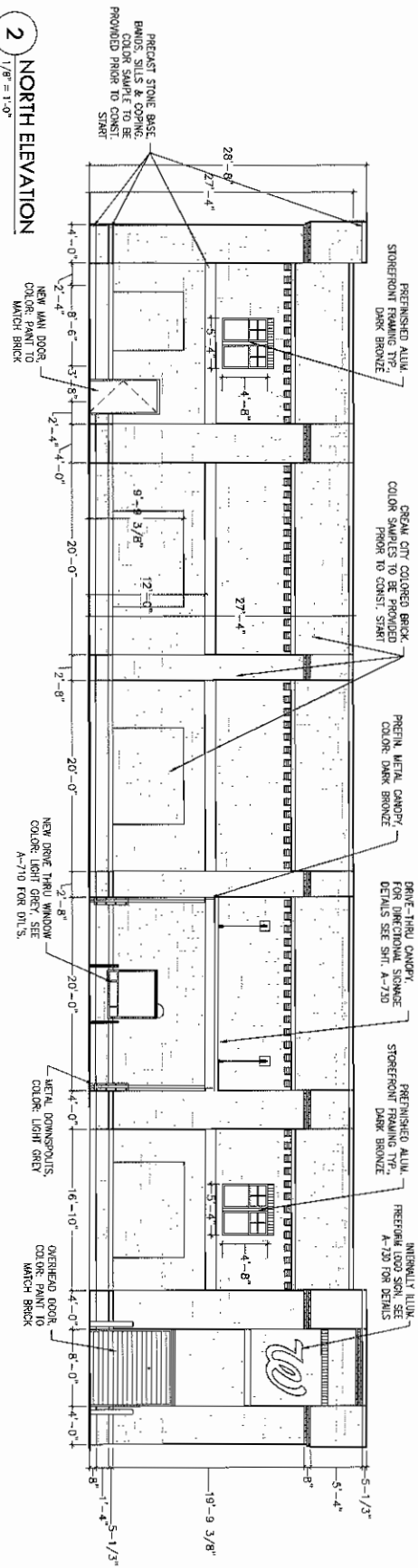
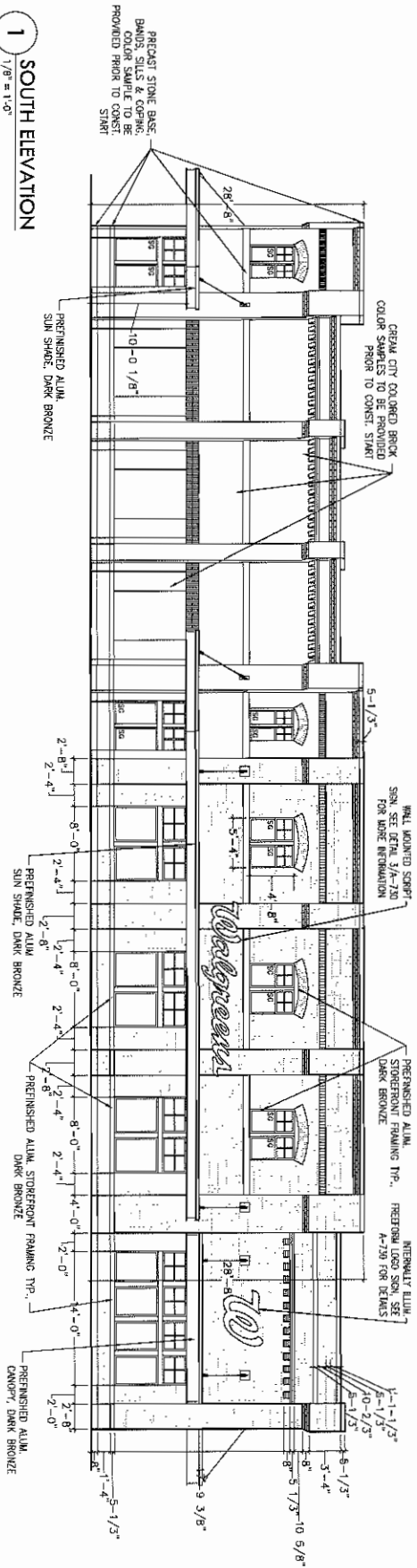


NORTH ELEVATION

Walgreens

S.Broadway St. & S. Wisconsin St. De Pere, WI
(2 of 2)







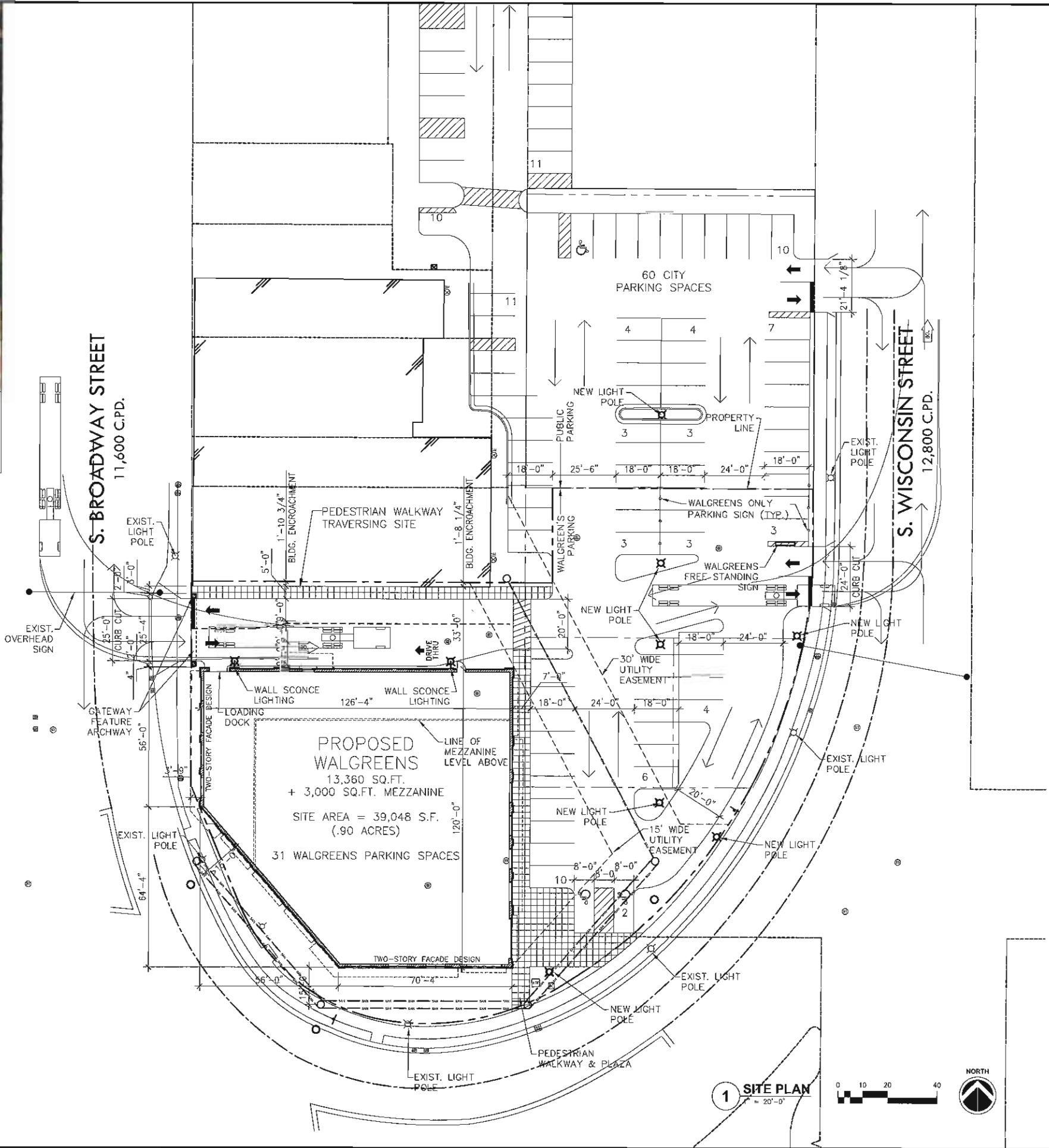
COLORED SITE PLAN (N.T.S.)

Walgreens
S. Broadway & S. Wisconsin St. | De Pere, WI





TYPICAL PARKING LIGHT POLE:
7 NEW NEW LIGHT POLE
FIXTURES TO BE INSTALLED,
FIXTURES TO MATCH EXISTING
CITY STREET LIGHTS, TYP.



ARCHITECTS
1243 North 10th Street
Suite 100
Milwaukee, WI 53205
414.223.3330 P.
414.223.3340 F.
www.albionarch.com

ALBION GROUP
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GENERAL PROJECT DATA & SITE PLAN									
CADD PLOT: DRAWN BY: S. MALPQUADO REVIEWED: PROJ. NO: 120400	STORE NUMBER 壹#肆拾#								
	WALGREENS								
	S. BROADWAY ST. & S. WISCONSIN ST.								
	DE PERE, WI								
	NO.	DATE	BY	SITE REVIEW SUBMITTAL DESCRIPTION					
	1	12-04-12	CSM						
REVISIONS									

LANDSCAPE CRITERIA GENERAL NOTES

PRIOR TO LANDSCAPE DESIGN, CLEAR SIGHTLINES NEED TO BE ESTABLISHED SO THAT RETAIL IDENTIFICATION IS NOT OBSCURED.

ITEMS REQUIRED TO ESTABLISH SIGHTLINES:

- APPROVED PHOTOMETRICS FOR CORRECT LIGHT POLE LOCATIONS.
- APPROVED EXTERIOR DESIGN WITH CORRECT BUILDING SIGNAGE.
- APPROVED SITE PLAN WITH CORRECT ACCESS POINTS AND FREESTANDING SIGNAGE LOCATIONS.
- APPROVED SITE ELEVATIONS AND STREET TOPOGRAPHY.
- MAJOR PARKWAY SIGHTLINE IMPEDIMENTS (POWER POLES, TRAFFIC SIGNAL EQUIPMENT, EXISTING TREES) IDENTIFIED.

PROVIDE LANDSCAPING PLAN (BY REGISTERED LANDSCAPE ARCHITECT) FOR WALGREENS APPROVAL PRIOR TO LEASE EXECUTION.

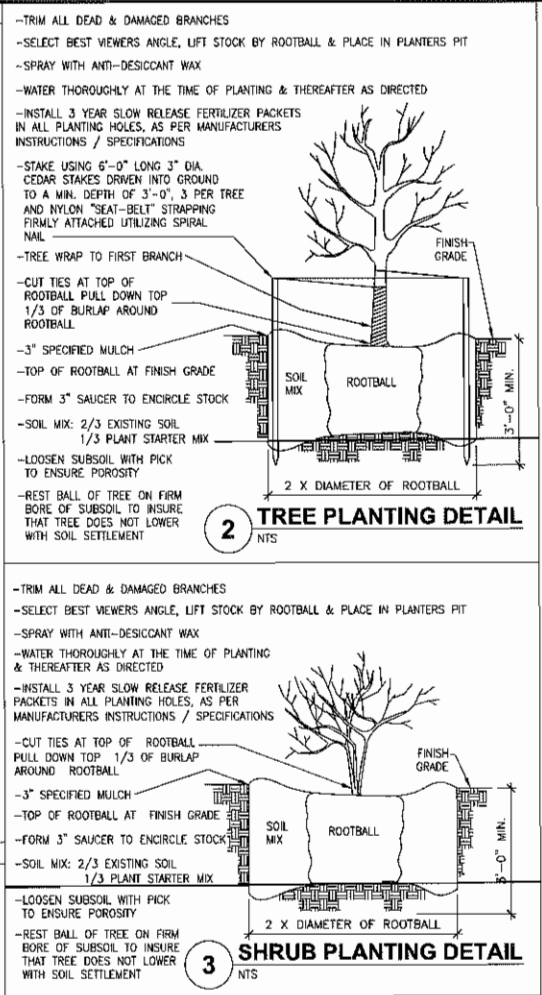
GENERAL NOTES:

- PROVIDE THE MINIMUM TREES REQUIRED BY CODE.
- PROVIDE COLOR PICTURES OF ALL TREES AND SHRUBS USED IN LANDSCAPE DESIGN.
- INDICATE MATURE HEIGHT AND CANOPY SIZE OF ALL SHRUBS AND TREES USED IN LANDSCAPE DESIGN.
- APPROACH SIDE OF SITE ACCESS POINTS TO REMAIN VISIBLY OPEN.
- REQUIRED PARKWAY TREES TO BE POSITIONED FOR BEST LINE OF SIGHT OPPORTUNITIES.
- UNDERSTANDING THE ALLOWABLE HEIGHT OF THE FREESTANDING SIGN DICTATES THE HEIGHT AND LOCATION OF NEIGHBORING LANDSCAPING. ADJUSTING THE TOPOGRAPHY AT A LOW HEIGHT, FREESTANDING, MONUMENT STYLE SIGN CAN FACILITATE IMPROVED SIGHTLINES OF THIS IMPORTANT ELEMENT.
- POSSIBLE LANDSCAPE ZONES: BUILDING LANDSCAPING AT END OF WALK AND AROUND CORNER OF BUILDING (ONLY REQUIRED TO SATISFY ORDINANCE).
- DRIVE-THRU IS NOT TO BE HIDDEN.
- TREES ARE NOT TO BE TOO CLOSE TO BUILDING. THIS MAY UNDERMINE FOUNDATION. REMOVE BURLAP FROM ROOT BALLS.
- LANDSCAPING UNDER AWNINGS IS STRICTLY PROHIBITED.
- ALL LANDSCAPING SHALL REQUIRE LOW MAINTENANCE AND SHALL BE OF LOW HEIGHT. LAWNS ARE TO BE SOODED. SEED IS NOT ACCEPTABLE. PROVIDE AUTOMATIC SPRINKLER SYSTEM IN ANY LANDSCAPED AREAS (LAWNS, GROUND COVER, FLOWER BEDS, ETC. PARKWAYS ARE EXPECTED TO BE IRRIGATED AS WELL; FUTURE AREAS TO BE IRRIGATED WITH SEPARATE SYSTEM). WELL WATER APPROPRIATELY TREATED MAY BE USED FOR IRRIGATION. WEED CLOTH IS REQUIRED IN ALL AREAS UTILIZING WOOD CHIPS OR SIMILAR MATERIAL. PINE STRAW MULCH IS NOT PERMITTED. PLACEMENT OF TREES, BUSHES, OR SPRINKLER HEADS ADJACENT TO PARKING STALLS ARE TO HAVE 30" OF CLEARANCE FOR OVERHANG OF PARKED CARS. EXISTING TREES AND SHRUBS ARE TO BE PRUNED AND AREA IS TO BE CLEANED UP. LANDSCAPING PLANS TO BE PREPARED BY REGISTERED LANDSCAPE ARCHITECT.
- TREES AND SHRUBS TO RECEIVE 3" LAYER OF MULCH WITH HEAVY DUTY POLY LAWN EDGING WHERE MULCH MEETS SOD.
- WHERE LAND

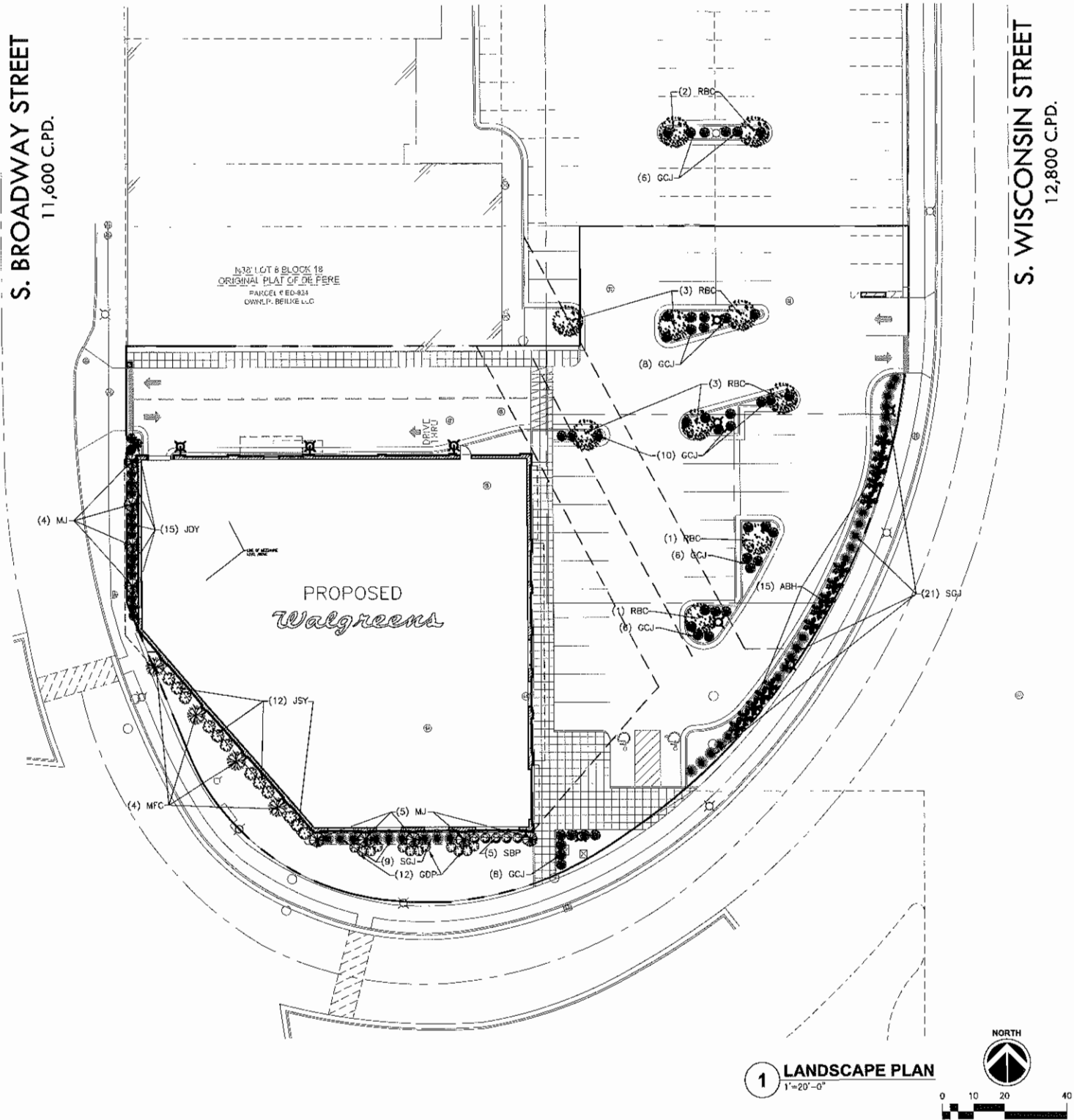
CHARACTERISTICS

TREES SUCH AS: THORNLESS MONEY LOCUST, ALLEE LEE ELM, OR BOSQUE ELM AS APPROPRIATE TO THE PAINTING ZONE OF THE PROJECT.

SUMMARY OF REQUIRED STANDARDS OR ORDINANCES TO BE PROVIDED BY DEVELOPER OR ARCHITECT OF RECORD.



PLANTING SCHEDULE						
SYM.	LABEL	QUANTITY	SIZE	MATURE SIZE	ROOT	COMMON NAME
						SCIENTIFIC NAME
	MJ	9	48"H	36"W X 120"H	BB	MEDORA JUNIPER
	JDY	15	24"H	48"W X 36"H	BB	JAPANESE DWARF YEW
	JSY	12	32"H	48"W X 72"H	BB	JAPANESE SPREADING YEW
	SGJ	30	24"H	60"W X 36"H	BB	SEA GREEN JUNIPER
	SBP	5	18"H	24"W X 48"H	BB	SNOWBIRD POTENTILLA
	GDP	12	12"H	24"W X 24"H	BB	GOLD DROP POTENTILLA
	GCJ	44	18"H	60"W X 30"H	BB	GOLD COAST JUNIPER
	ABH	15	24"H	48"W X 48"H	BB	ANNABELLE HYDRANGEA
	MFC	4	1.5" CAL	96"W X 180"H	BB	MADONNA FLOWERING CRAB
	RBC	10	1.5" CAL	96"W X 180"H	BB	RED BARON FLOWERING CRAB
						MALUS X 'MADONNA'
						MALUS X 'RED BARON'



ARCHITECTS

1243 North 10th Street Suite 100 Milwaukee, WI 53205 414.223.3330 P. 414.223.3340 F. www.albionarch.com

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LANDSCAPING SCHEMATIC

STORE NUMBER 15637

WALGREENS

S. BROADWAY ST. & S. WISCONSIN ST. DE PERE, WI

CADD PLOT:

DRAWN BY: C. MALDONADO

REVIEWED:

PROJ. NO: 1203-20

NO. DATE BY DESCRIPTION

1 12-24-12 CEM SITE REVIEW SUBMITTAL

REVISIONS

L-100

Public Works

Sanitary Sewer

1. Green Bay Metropolitan Sewerage District (GBMSD) approval required for their facility relocation.
2. Provide a 30 foot easement for the City sanitary sewer being relocated in alley.
3. The sewer relocation shall be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer.
4. The sewer to the south shall be bulkheaded and abandoned with sand slurry.
5. Location and size of the proposed sanitary lateral shall be approved by City Engineer.
6. If contamination is found on the site, neoprene gaskets may be required on the sanitary sewer.
7. Conflicts with other utilities, if any, will need to be resolved.
8. The existing light pole at the proposed manhole on Broadway may need to be relocated to the north.
9. Relocate the new light pole on the southeast corner of the site that is located near the sanitary sewer as approved by City.
10. The building footing near the sanitary sewer shall be lowered to an elevation of 601.

Water Main

1. The hydrant and lead will need to be relaid due to sewer construction. This work shall be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer.
2. All water services that are abandoned shall be closed at the corporation at the water main.
3. Location and size of the proposed water service shall be approved by City Engineer.

Storm Water Management

1. A 42" diameter storm sewer relocation is required. The sewer relocation shall be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer. The City may request that the sewer be upsized to a 48" diameter pipe. This will be determined during the design of the relocation. The City will pay the additional cost to upsize the storm sewer.
2. The soils report recommends significant undercutting of the soils for support under the 42" pipe (undercut 2 times the diameter) and a 3 foot over excavation on each side of the pipe. Based on this, a greater spacing is required between the outside edge of the pipe and the sheeting to be approved by City Engineer.
3. The new smaller diameter storm sewer shown near the north property shall stay the property of the developer. The City storm sewer from the manhole behind 125 S. Broadway to Wisconsin Street will remain the City's sewer. Developer shall convey to City a 30 foot utility easement for this sewer.

4. The total suspended solids (TSS) reduction from the site shall be designed for 40% removal from parking lot and roads to meet WDNR requirements.
5. The post development peak flow shall not be greater than the pre-redevelopment peak flow of the site as it exists today.
6. A City approved maintenance agreement for the storm water management facility is required prior to the City issuing an occupancy permit. Developer shall compose and sign such agreement and submit to City for review and approval. Once the City approves the agreement, the property owner is to record the agreement with the County and provide the Developer with a copy of the recorded agreement.
7. The location and size of the proposed storm sewer lateral shall be approved by City Engineer.
8. A circular casting and cover shall be placed on the storm manhole located in the curb line.

Driveways and Sidewalk:

1. All aprons shall be concrete. A minimum of an 8" concrete apron in the right-of-way and 8" thick sidewalk at the driveway is required.
2. Decorative sidewalk in the right-of-way that is damaged shall be replaced in-kind.
3. Concrete panel replacement in the streets shall be done to an existing joint. All joints are to be doweled. Concrete and the base aggregate shall match the existing depths.

Other Items:

1. Truck size accessing the site shall be approved by city.
2. Truck turning movements as documented/drawings for the truck access to the loading dock shall be approved by city.
3. Location of overhead sign support shall be approved by City Engineer.
4. Coordinate private utility relocations (gas, electric, telephone, etc.).
5. Light pole relocation/replacement will be required and approved by City Engineer.
6. Drive-thru window traffic flow shall be approved by City Engineer.
7. Add the street address to the plans.
8. Add the soil boring locations to the plans.

Parks

1. All planting, mulching and staking shall be in accordance with WDNR recommendations and current proper practices and approved by City Forester.
2. All plant material and beds shall have a follow-up schedule for maintenance and replacement and approved by City Forester.
3. A preservation and protection plan for existing vegetation and trees, including City owned trees and shrubs, shall be included on plan and approved by City Forester.
4. PIP shall include color and seasonal variation in plantings.

Fire

1. Provide complete detailed plans for review, prior to start of construction. Provide details of use for all areas of structure.
2. Provide details of storage quantities of flammable liquids within this structure. Provide a floor plan layout for fixture placement within the space subject to review and approval.
3. Separation of hazards/uses shall be approved by Fire Inspector.
4. Provide details defining the means of egress including travel distances, dead ends, arrangement, and paths. Provide exit/emergency lighting throughout the means of egress as approved by Fire Inspector.
5. No smoking signage and floor loading signage shall be approved by Fire Inspector.
6. Provide fire extinguishers at maximum 75' travel distances from any point. Location of extinguishers shall be approved by Fire Inspector.
7. Provide sprinkler system drawings for approval prior to installation of this system. System shall comply with NFPA requirements. Fire department connection shall be indicated and approved by Fire Inspector.
8. Provide fire alarm system drawings for approval prior to installation of this system.
9. Install key box for fire department access.

Plan & Zoning

1. Site layout items to be addressed for the Precise Implementation Plan (PIP):
 - a. The sidewalk in the alley area shall be raised to reduce speed.
 - b. CSM shall be completed for the project.
 - c. Access easement shall be required to allow City vehicles to access City lot areas.
2. Design items to be addressed for the PIP:
 - a. Elimination of the large modern/contemporary canopies on the angled wall surface and entrance that are dissimilar to the thin, rod supported canopies.
 - b. Reduce the amount of "prefinished aluminum canopy material" which can look too modern or contemporary.
 - c. Detail the thin canopies to have exposed structural steel perimeter edge beams. Wide flange beams or channels should be considered.
 - d. Rivets and bolted connection can be utilized to have a more turn of the century feel.
 - e. The canopy details could also replicate the framing and details of the gateway arch feature which looks to be structural steel exposed and painted.
 - f. Examine the need for spandrel glass in some windows- if the store is a two story volume perhaps the upper windows on the south and east can be transparent allowing natural light into the retail space.
 - g. The angled wall and north elevation surface shall be articulated with either (1) more windows below the canopy or (2) window pattern "recessed" to indicate the infill of the opening. Minimum recess shall be 1-inch.

- h. Color of the exposed metal shall be painted- not anodized finish (i.e. silver).
- 3. Lighting:
 - a. Lighting contour map is required for PIP.
 - b. The lighting for the parking lot shall have similar fixtures to match the lighting in the parking lot.
- 4. Signage:
 - a. The signage shall be addressed to provide back lite fixtures.
 - b. Proposed pole sign is not permitted. A ground monument sign is permitted; however it cannot be an internal light box cabinet.

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 15th day of January, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

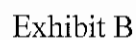
Nays: _____

LEGAL DESCRIPTION (PROPOSED WALGREENS BOUNDARY):

Outlot One (1), Outlot Two (2) and part of Lot Two (2) of Volume 54, Certified Survey Maps, Page 312, Map Number 7902; Lot One (1), Volume 14, Certified Survey Maps, Page 231, Map Number 2868; Lot Seven (7), except the East Thirty-one (31) feet, Block Eighteen (18), the South Twenty-two (22) feet of Lot Eight (8), except the East Thirty-one (31) feet thereof, Block Eighteen (18), and the East Thirty-one (31) feet of Lot Seven (7) and the East Thirty-one (31) feet of the South Twenty-two (22) feet of Lot Eight (8), all being in Block Eighteen (18), Original Plat of DePere, in the City of DePere, Brown County, Wisconsin and a part of vacated Charles Street and public alley, all being in the City of DePere, Brown County, Wisconsin more particularly bounded and described as follows: Commencing at Brown County ID Point #30R16.3; thence North 64°16'09" West 501.87 feet along the line that connects said ID Point #30R16.3 to Brown County ID Point #30R14.1; thence North 44°21'35" West 1682.44 feet; thence North 00°38'17" East 360.27 feet; thence North 89°21'02" West 77.37 feet to the northeast corner of said Outlot 1, Certified Survey Map Number 7902 and the place of beginning of the land hereinafter to be described; thence northeasterly 171.07 feet along the arc of a curve, radius of 207.50 feet, center lies to the west, chord bears North 26°38'00" East, 166.26 feet; thence North 00°38'17" East 30.65 feet; thence North 89°21'02" West 104.10 feet; thence South 00°36'59" West 38.11 feet; thence North 89°21'02" West 146.80 feet; thence South 00°28'30" West 82.00 feet; thence South 21°55'17" East 51.09 feet; thence southeasterly 78.99 feet along the arc of a curve, center lies to the northeast, chord bears South 51°07'15" East 75.62 feet; thence easterly 75.86 feet along the arc of a curve, center lies to the north, chord bears North 78°58'55.5" East 74.22 feet; thence North 58°17'04" East 3.20 feet; thence northeasterly 29.09 feet along the arc of a curve, radius of 207.50 feet, center lies to the northwest, chord bears North 54°16'06" East 29.07 feet to the place of beginning. Containing 39,007 square feet (0.8955 acres) of land.

[illegible]

0' 60'



FILE NAME: S8114.DWG

Publish: December 27, 2012 and January 3, 2013 in the De Pere Journal (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Tuesday, January 15, 2013 at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the rezoning request and general development plan for the following property.

General Development Plan for a proposed Walgreens located on the northeast corner of S Broadway and Wisconsin Street, parcels ED-825, ED-823, ED-814, ED-821 and ED-821-1. Note that that area would also include a requested vacated area of Charles Street and the public alley. The boundary would be legally described as follows:

Outlot One (1), Outlot Two (2) and part of Lot Two (2) of Volume 54, Certified Survey Maps, Page 312, Map Number 7902; Lot One (1), Volume 14, Certified Survey Maps, Page 231, Map Number 2868; Lot Seven (7), except the East Thirty-one (31) feet, Block Eighteen (18), the South Twenty-two (22) feet of Lot Eight (8), except the East Thirty-one (31) feet thereof, Block Eighteen (18), and the East Thirty-one (31) feet of Lot Seven (7) and the East Thirty-one (31) feet of the South Twenty-two (22) feet of Lot Eight (8), all being in Block Eighteen (18), Original Plat of DePere, in the City of DePere, Brown County, Wisconsin and a part of vacated Charles Street and public alley, all being in the City of DePere, Brown County, Wisconsin more particularly bounded and described as follows: Commencing at Brown County ID Point #30R16.3; thence North 64°16'09" West 501.87 feet along the line that connects said ID Point #30R16.3 to Brown County ID Point #30R14.1; thence North 44°21'35" West 1682.44 feet; thence North 00°38'17" East 360.27 feet; thence North 89°21'02" West 77.37 feet to the northeast corner of said Outlot 1, Certified Survey Map Number 7902 and the place of beginning of the land hereinafter to be described; thence northeasterly 171.07 feet along the arc of a curve, radius of 207.50 feet, center lies to the west, chord bears North 26°38'00" East, 166.26 feet; thence North 00°38'17" East 30.65 feet; thence North 89°21'02" West 104.10 feet; thence South 00°36'59" West 38.11 feet; thence North 89°21'02" West 146.80 feet; thence South 00°28'30" West 82.00 feet; thence South 21°55'17" East 51.09 feet; thence southeasterly 78.99 feet along the arc of a curve, center lies to the northeast, chord bears South 51°07'15" East 75.62 feet; thence easterly 75.86 feet along the arc of a curve, center lies to the north, chord bears North 78°58'55.5" East 74.22 feet; thence North 58°17'04" East 3.20 feet; thence northeasterly 29.09 feet along the arc of a curve, radius of 207.50 feet, center lies to the northwest, chord bears North 54°16'06" East 29.07 feet to the place of beginning. Containing 39,007 square feet (0.8955 acres) of land.

A copy of the rezoning application and the general development plan are available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 27th day of December, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

RESOLUTION #13-03

APPROVING REVISED CITY OF DE PERE REVOLVING LOAN FUND MANUAL

WHEREAS, the City's Economic Development Revolving Loan Program and its Policies and Procedures Manual was created in December 1988 and revised and updated November 1995 and August 2007; and

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) has introduced updates to the program as a result of a recent program audit; and

WHEREAS, in order to more accurately reflect the WEDC requirements, a revised City of De Pere Revolving Loan Fund Manual has been created; and

WHEREAS, the Plan Commission has reviewed and recommended approval of the revised Manual which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, review and adoption of this revised City of De Pere Revolving Loan Fund Manual was scheduled for a public hearing; and

WHEREAS, the Clerk-Treasurer, having published a Notice of Public Hearing regarding such revised City of De Pere Revolving Loan Fund Manual and pursuant thereto, a public hearing having been held on the 15th day of January, 2013, at 7:35 p.m., and the Common Council having heard all interested parties or their agents and attorneys.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The revised City of De Pere Revolving Loan Fund Manual (Exhibit 1) is hereby approved and adopted, and all previous versions of such manual are superseded therewith.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of January, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

REVOLVING LOAN FUND MANUAL

Prepared by the:

Planning and Economic Development Department

In conjunction with the Wisconsin Department of Commerce

Adopted: _____

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FOREWORD

State Background

Community Development Block Grant (CDBG) funds are received from the U.S. Department of Housing and Urban Development. The Department of Administration (DOA) is the recipient and contracts with the Wisconsin Economic Development Corporation to manage activities associated with Economic Development. These economic development funds are used to provide grants to local units of government that use the funds to loan to a business. The business, in return for use of the public funds, provides private investment towards the assisted activity and most importantly creates job opportunities, principally for the benefit of low and moderate income persons.

When a business repays the community the loan (principal and interest payments), these funds are classified as program income and used to capitalize a local revolving loan fund (RLF). With the RLF, the community can make additional loans to businesses wishing to expand or locate in the community. When successfully administered, the community's revolving loan fund can expand the amount in its RLF to an amount in excess of the original amount it was able to retain. This happens when the community exercises due diligence by performing a thorough credit analysis to determine business viability and adequately securing and servicing the loan. In administering a RLF, a Community acts like a "bank" when it makes a CDBG or RLF loan to a business.

City of De Pere Background

In July of 1986, the City of De Pere was awarded \$595,000 grant from the Wisconsin Development Fund (WDF). The grant was provided under the Economic Development Program administered by the Wisconsin Department of Development. Proceeds from the grant were utilized for the City of De Pere Economic Development Revolving Loan Fund.

Since this initial grant, the City has used the principal and interest repaid on the initial loan and subsequent loans to develop the City of De Pere's Revolving Loan Fund. This program will provide funding to eligible business wishing to expand or relocate to De Pere. Policies and procedures contain in this manual govern the use of the Revolving Loan Funds.

SECTION 1. GENERAL PROVISIONS

1.1 PURPOSE

The purpose of the policies and procedures contained within this manual, hereafter referred to as the Economic Development Revolving Loan Fund Manual, is to present the criteria which governs the economic development activities assisted with funds made available through the City of De Pere's Revolving Loan Fund (RLF) program.

1.2 OBJECTIVES

Economic development activities assisted with funds made available through the RLF Program are intended to meet the following objectives:

- (1) To encourage the creation and retention of permanent jobs, which provide a wage, appropriate to the skills and experience of the local labor force and that is competitive. The recipient of funds must agree that a minimum of 51 percent of the jobs created or retained shall be made available to low and moderate income persons. *See section 3.6(4) for requirement and definitions.*
- (2) To encourage the leveraging of new private investment into the City in the form of fixed asset investment, particularly in land and buildings.
- (3) To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.
- (4) To implement the City of De Pere's Economic Development Plan goals and objectives.
- (5) To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.
- (6) To encourage the development and use of modern technology and safe work environments.
- (7) To encourage dairy producers to undertake capital improvement projects that will result in a significant increase in milk production

1.3 AMENDMENTS and MODIFICATIONS

The City of De Pere may from time to time amend the provisions imposed by the policies and procedures contained within the RLF manual and such amendments are subject to prior written approval by the Wisconsin Economic Development Corporation, administrator of the Wisconsin Community Development Block Grant Program (CDBG) that provides the funds used to capitalize the RLF.

SECTION 2. ADMINISTRATION

2.1 LOAN REVIEW

- (1) The RLF Administrator shall have the authority to review, select and recommend loan applications to the governing body. The City Finance/Personnel Committee shall have the authority over final approval of the loan and to make policy recommendations for the administration of the program. Periodic activity reports prepared by the RLF Administrator shall be provided to the Finance /Personnel Committee.
- (2) The RLF Administrator shall explain the Program to prospective applicants, provide written information, assist applicants in completing applications, and process requests for financing. The RLF Administrator, where necessary and appropriate, shall counsel or guide loan applicants to other more appropriate technical and financial resources when the loan applicant has needs beyond those available from the RLF program.
- (3) The RLF Administrator shall periodically review all financial statements and loan amortization schedules of RLF loan recipients, review and approve documentation of business expenditures financed with RLF proceeds, record RLF security instruments, maintain the RLF accounting records which shall be segregated from other city accounts, and report semi-annually to the Wisconsin Economic Development Corporation regarding the use of the RLF funds.
- (4) The City Attorney shall prepare all loan agreements and documents, including promissory notes and mortgage or lien instruments, and counsel the City on default matters.
- (5) The RLF Administrator shall be responsible for the maintenance of all other records for the local RLF, particularly those related to the expenditures of the RLF monies for program administration purposes.

2.2 MEETINGS

Loan review meetings shall be held on an as-needed basis. Pursuant to Wis. Stats. § 19.84, , all Finance/Personnel Committee members and the general public shall be given prior notice of each meeting. A majority of such Committee in attendance at a meeting constituting a quorum shall be required for official Committee action. Official actions must have the support of the majority of the Committee attending.

2.3 RECORDS

Written records of all program activities, including program meetings, loan applications, and related documents, shall be maintained in appropriate files. All files shall be maintained in a secure place with limited access by authorized personnel. The City Attorney shall be consulted in regard to compliance with state and municipal open records laws.

The following files shall be established and maintained for each loan recipient:

- (1) Loan Application File: This file contains all application, business financial statements, personal financial statements, credit reports, business plan documents, and other supporting loan information submitted to the City of De Pere, including all applicable correspondence.

- (2) **Loan Recommendation File:** This file contains a summary of the analysis, recommended actions for the application, and a copy of the minutes for the Loan Review Committee meeting summarizing the action taken on the loan request.
- (3) **Loan Closing File:** This file contains copies of all loan-closing documents. All legal documents from the loan closing, including security instruments, the note and other applicable correspondence shall be placed in a locked, fireproof safe. The City Attorney shall be involved in helping create and complete this file to ensure complete loan documentation. Copies of the loan closing documents and an amortization schedule will be provided to the loan recipient, along with an invoice, if applicable, for loan closing and servicing fees.
- (4) **"Tickler File" System:** A tickler file system shall be established and maintained to ensure that loan repayments, financial information, the loan agreement, UCC updates, and other time sensitive documentation requirements are tracked and obtained as required. The system shall include the following monthly coded index files:
 - 1) Expiration dates for property, casualty and life insurance policies;
 - 2) Due dates for all financial statements;
 - 3) Expiration dates for UCC financing statements, the reminder to update being at least 45 days prior to the expiration of the UCC filing on hand;
 - 4) Scheduled dates of annual loan performance and covenant reviews;
 - 5) Dates for site visits;
 - 6) Due dates for property tax payments and dates by which the city expects to hear from the borrower regarding confirmation of payment of taxes;
 - 7) Review dates for job monitoring; and
 - 8) Dates on which loan recipients will be notified of scheduled changes in the loan amortization scheduled per loan agreements.
- (5) **Financial Statement File:** This file contains the business' periodic financial statements as required by the loan covenants with a statement indicating that the RLF administrator reviewed the data.
- (6) **Progress Report File:** Loan recipients are required to submit periodic progress reports during the outstanding term of the loan. The City shall make periodic site visits to verify information in the progress report and financial statements. These site visits shall be documented for the file.
- (7) **Site Visit File.** Site visits shall be conducted periodically to each loan recipient, the scheduling of which depends on the nature of the project. A summary of the site visits will be placed in the file, particularly highlighting any information that can help in rating the overall condition/risk of the loan.
- (8) **Repayment Monitoring File:** This file includes the loan amortization schedule, status of payments, and the outstanding balance of the loan. Observations suggesting concerns or problems shall be reported to the RLF Committee and notations shall be placed in the tickler file to remind the administrator of the need to provide continued monitoring. If payments are made to an office (i.e. controller's or clerk's), the file will contain receipts of payments and there needs to be a system in place to ensure the timely notification of payments to the RLF administrator.

The City will notify the loan recipient in writing of the deficiency and the action that will be taken should the payment not be made. Should there be a late payment, the City will contact

the loan recipient to determine the reason for the delayed payment. Contact may need to be made with other participating lender(s) to determine if their loans are current and to alert the lender of a potential problem. All payments shall be applied first to accrued late payment penalties, then to interest accrued and then to principal.

- (9) Loan Review File: All loans are to be reviewed on an annual basis, and at such other times as may be deemed necessary by the City. The review shall follow receipt of the fiscal year-end financial statements, the year-end progress reports, and site visits. A report on the loan review shall be in the file and address the following: timeliness of monthly payments; condition of collateral securing the loan and status of security documents (i.e. mortgages, UCC filings); overall financial condition of the business; the presence of material liens or lawsuits; and violations of loan covenants and suggested corrective actions.

If the business is experiencing problems with any of the above criteria, the RLF Administrator is to work with the loan recipient to identify actions that are needed to correct the identified deficiencies, including possible restructuring of the loan to protect the Cities interest and meet the needs of the business. If appropriate, the Administrator will arrange for business assistance, including services available through the University of Wisconsin-Extension, Small Business Development Center (SBDC), the Service Corp of Retired Executives (SCORE), and other entities having an interest in serving the needs of businesses.

In the event the findings of the loan review suggest serious problems, particularly if the loan is at risk for default, the account shall be turned over to the City attorney for legal action in order to initiate steps necessary to protect the loan and to ensure the maximum repayment of the balance due. Again, corrective actions may be achieved through restructuring or if necessary, foreclosure actions.

2.4 ADMINISTRATION

Reasonable administrative funds may be withdrawn from the RLF to cover personnel costs and other administrative expenses. Local funds may be used in situations when loan repayments are insufficient to cover administrative costs. Administrative expenses of up to fifteen (15) percent of program income may be used for direct loan administrative costs. In addition to paying costs for RLF administration, these funds may be used for the following:

- (a) Legal costs.
- (b) Consulting fees for credit analysis, business plan reviews and technical assistance.
- (c) Office supplies, copying, typing, mailing, and related.
- (d) Training costs.

To generate additional revenue to cover administrative costs, if necessary, the City may also establish loan origination fees, closing fees, servicing fees, and other fees to cover charges directly related to either processing an application or servicing a loan. All fees collected go to the RLF. The accounting of the fee revenue placed in the RLF shall include separate line items to track administrative expenses recovered.

SECTION 3. ELIGIBILITY CONSIDERATIONS

3.1 ELIGIBLE AREA

The area served by the RLF program shall generally be within the corporate limits of the City of De Pere.

3.2 ELIGIBLE APPLICANTS

- (1) Applications may be submitted by the sole proprietor or Chief Executive Officer of any business wishing to establish a new operation or expand an existing operation in the City.
- (2) No member of the governing body or any other official, employee, or agent of the City of De Pere who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program.
- (3) No program loans will be made which are in conflict with Wis. Stats. § 946.13 (Private Interest in Public Contract Prohibited).
- (4) Applicants shall not be disqualified based on any prohibited classification under Wis. Stats. § 111.322 or development disability as defined in Wis. Stats. § 51.01(5).
- (5) The City of De Pere complies with the American with Disabilities Act of 1990, as Amended in 2008. Qualified persons with a disability should contact the RLF Administrator with accommodation requests.

3.3 ELIGIBLE ACTIVITIES

Program loans shall be available to eligible applicants for the following activities:

- (1) The acquisition of land, buildings, and fixed equipment.
- (2) Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.
- (3) Clearance, demolition, or the removal of structures or the rehabilitation of buildings and other such improvements.
- (4) The payment of assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.
- (5) Working capital (inventory and direct labor costs only).

3.4 INELIGIBLE ACTIVITIES

Program loans shall not be available for the following activities:

- (1) Refinancing or consolidating of existing debt.
- (2) Reimbursement for expenditures prior to loan approval.
- (3) Specialized equipment that is not essential to the business operation.
- (4) Residential building construction or reconstruction (unless such reconstruction is intended to convert the building to a business or industrial operation).
- (5) Routine maintenance.
- (6) Professional services such as feasibility and marketing studies, accounting, management services, and other similar services. Legal services incurred in the closing of a RLF loan are eligible.
- (7) Other activities that the Loan Review Committee may identify during the administration of the program.

3.5 INELIGIBLE BUSINESSES

Program loans shall not be available for the following businesses:

- (1) Speculative investment companies.
- (2) Real estate investment companies.
- (3) Lending institutions.
- (4) Gambling operations.
- (5) Non-public recreation facilities.
- (6) Other businesses not serving the interests of the City of De Pere.

3.6 MINIMUM REQUIREMENTS

To be eligible for funding, a proposed project must meet all of the following minimum requirements:

- (1) Private Funds Leveraged. The applicant must leverage a minimum of one dollar (\$1.00) of private funds for every one dollar (\$1.00) of loan funds requested. Higher leverage may be required at the discretion of the Loan Review Committee.
- (2) Cost Per Job Created. At least one (1) full-time permanent position or full-time equivalent must be created for every \$20,000 of program funds requested. The

Committee may require lower job cost where warranted, (i.e. taking into consideration type of jobs, hourly wage, etc.)

- (3) Financial Feasibility and Business Viability. The applicant must demonstrate that the proposed project is viable and the business will have the economic ability to repay the funds.
- (4) Low and Moderate Income (LMI) Benefits. Each project must demonstrate that it meets the CDBG-ED national objective of benefiting low to moderate income persons as defined by CDBG regulations.

The project shall create jobs, at least 51% of the jobs will be held by or Made Available to LMI Persons.

“LMI Persons” means persons with household income less than eighty (80) percent of the median household income by family size in the County where the Project is located.

“Made Available to LMI Persons” means the Borrower will document that at least 51% LMI Persons were hired or Received First Consideration by interviewing at least 51% LMI Persons for created positions that do not require special skills or education beyond high school.

“Received First Consideration” means the Borrower must document and use a hiring practice that results in at least 51% LMI Persons interviewed for created positions and demonstrate that under usual circumstances this hiring practice will result in at least 51% LMI persons being hired. Part of the Borrower’s hiring practice must include the posting of available positions with the local Job Service Office or Workforce Development Boards.

The following documentation evidencing compliance must be collected:

A listing of all job titles which were planned to be held by or made available to low to moderate income persons, a commitment to hire or make at least 51% of jobs available to low to moderate income persons, a written plan for how such persons were given first consideration for jobs including what hiring process was used, a list of the low to moderate income persons interviewed for particular positions, including the size and annual income of the person’s family prior to interviewing for the position.

- (5) Compliance with Applicable Laws. Applicants shall comply with all applicable local, state, and federal laws and codes.
- (6) Project Completion. Projects shall be completed within 24 months from the date of the loan approval. Applicants shall provide the City a project implementation schedule not exceeding 24 months for project completion and job creation, and maintain the positions created for 24 months.
- (7) Federal Anti-Piracy. The borrower must certify that it does not have immediate plans to relocate jobs in violation of CDBG Anti-Piracy regulations. The following language will be included in all agreements with the borrower. “The Borrower certifies it is and will maintain compliance with CDBG Anti-Piracy regulations as stated in 24 CFR 570.482(h). Violation of this regulation will constitute an Event of Default.”

SECTION 4. TERMS AND CONDITIONS

4.1 TERMS AND CONDITIONS

Loan terms and conditions shall be structured on need and ability to repay. Minimum standards shall include the following:

- (1) Loan Amount. Loan amounts are subject to the availability of program funds.
- (2) Interest Rate. The interest rate shall be established by the RLF Administrator.
- (3) Terms for Loans.
 - (a) Working capital loans shall have a maximum term of seven years.
 - (b) Loans for machinery, equipment and fixtures shall have a maximum term of ten years.
 - (c) Real estate loans shall have a maximum term of 12 years which can be amortized on a 20-yr basis with the option of refinancing for an additional 8 years.
 - (d) In any case, the loan shall not have a term longer than the terms of the other private financing in the project.
- (4) Period of Payment. Terms may include longer amortization schedules with balloon payments. Amortization schedules shall be set up for monthly payments.
- (5) Repayment. Payment of interest and/or principal may be deferred during the implementation period of the assisted activity if merited in the loan application. Interest shall accrue during the deferment period and may be paid in full or added to the principal amount of the loan. Following the deferral period, interest and principal shall be paid for the remaining term of the loan.
- (6) Prepayment. There shall be no prepayment penalties.
- (7) Collateral. The City of De Pere will seek to have the best possible collateral position possible to ensure that RLF loans are adequately secured.

SECTION 5. APPLICATION PROCEDURES

5.1 DISCUSSION OF REQUIREMENTS

Prior to submitting an application, the applicant shall discuss the program with the Administrator. The Administrator shall assist the applicant, as is reasonably necessary, in completing the application. All financial information shall be kept in a secured place with limited access by authorized personnel only.

5.2 TIMING

Applications may be submitted at any time during the calendar year.

5.3 PRIORITY

Applications shall be reviewed in the order received and based on readiness for the proposed project to proceed. In the event that loan funds requested exceed available funds, the following criteria will be used to determine which business(es) will be awarded the loan(s):

- (1) Eligibility of the applicants.
- (2) Eligibility of the project to be undertaken.
- (3) The extent to which private funds are to be leveraged.
- (4) The extent to which jobs are to be created, and the type jobs and wages.
- (5) The extent to which the loan can be secured.
- (6) Evidence of ability to repay the loan.
- (7) Size of the loan requested.
- (8) Timing of the proposed expenditures.
- (9) Completeness of application.
- (10) Other factors as deemed appropriate.

5.4 LOAN APPLICATION

Applicants shall submit an application using the form available from the RLF Program and that includes the following:

- (1) Business Description. A written description of the business, including the following:
 - (a) A brief history of the existing or proposed business, including when it started or is to start, type of operation, legal structure, markets, and products.
 - (b) Key customers and clients.

- (c) A personal resume of each principal associated with the business, including: number of years of experience in the business; educational background; and role in the proposed or existing business.
 - (d) Three years of financial history including balance sheets, profit/loss statements, cash flow statements and accountant notes.
- (2) Project Description. A description of how the business plans to use the requested funds.
- (3) Commitments from Private Lenders. This consists of commitments from all private lenders making loans to the project. Lender commitment letters should include:
- (a) Description of the type of loan being made by the lender (first mortgage, permanent financing, construction financing, etc.)
 - (b) The amount of the loan, interest rate, term, and security, availability, and repayment schedule and amounts.
- These commitments shall be obtained concurrently with the negotiation of the terms and conditions of the RLF Program loan to ensure the interest of the City are secured.
- (4) Projections. Provide proformas (a balance sheet & income statement & cash flow statement). These should cover a three-year period and should be based on the assumption that the business will receive the requested loan.
- (5) Additional Information. Additional information as may be required.

5.5 REVIEW PROCESS

- (1) Preliminary Review. The RLF Administrator will review the application for completeness and verify that the proposed project meets the minimum requirements provided in Section 3.6 and 5.4. If the application is not complete, the Administrator will inform the applicant..
- (2) Formal Review. Once a completed application is received, the RLF Administrator shall complete a formal review of the application to determine whether the Loan is to be recommended for approval, assuming appropriate terms thereof can be negotiated with the applicant. Once the review is completed, the recommendation is forward to the Common Council for, authorization for the RLF Administrator and City Attorney to negotiate loan terms and to draft all necessary loan agreements and closing documents.
- (3) Negotiation of Terms. The City Attorney and the RLF Administrator will negotiate the terms of the loan. Once agreed upon by the applicant, the application and will be forwarded to Finance Committee for approval.
- (4) Notice of Award. If the Finance Committee approves the application, a closing will be scheduled to execute the necessary loan documents.
- (5) Rejection of Award. If the application is not approved, the RLF Administrator will send a letter to the applicant stating the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the loan request or to identify alternative funding sources.

SECTION 6. DISTRIBUTION OF FUNDS

6.1 LOAN PROCEDURES

Prior to releasing funds, the following documentation must be in place or provided at the appropriate time during the term of the loan.

- (1) Notice of Award. The Loan Review Committee must have reviewed and approved a complete application for an eligible applicant.
- (2) Loan Agreement. The City Attorney shall prepare a loan agreement, which shall be executed by the Mayor, Clerk and the Chief Executive Officer of the business applicant.
- (3) Promissory Note. A promissory note shall be prepared by the City Attorney and signed by the Chief Executive Officer of the applicant business at the time of loan closing. The note must be dated; it must reference the agreement between the City of De Pere and the business applicant; and, it must specify the amount and terms of the loan funds delivered.
- (4) Security. Mortgage or lien instruments or personal guarantees provided as security for all loans shall be prepared by the City Attorney and executed at the time of the loan closing. The City Attorney shall ensure to record the instruments and place a copy in the project file to include:
 - (a) Mortgage and/or security agreement.
 - (b) UCC searches and filing.
 - (c) Guarantee agreement.
 - (d) Title insurance or Abstract.
 - (e) Assignment of Life Insurance.
 - (f) Casualty Insurance binder.
 - (g) Personal guarantee.
 - (h) Other documentation as may be appropriate.
- (5) Repayment Schedule. A loan repayment or amortization schedule shall be prepared by the Administrator after the loan proceeds are fully disbursed. The repayment schedule shall be dated and signed by both the CEO and the Chief Executive Officer of the business. At that time, the repayment schedule shall be attached to both parties' copies of the agreement.
- (6) Evidence of Permits, etc. Documentation must be provided by the applicant that all necessary permits, licenses, and any other registrations required have been obtained by the applicant prior to the release of program funds.
- (7) Evidence of Program Expenditures. Documentation must be provided by the business to evidence program expenditures prior to the release of funds. Documentation shall include bills and invoices or receipts for materials, final bills of sale or canceled checks. All

documentation shall be reviewed and approved by the Administrator.

- (8) Fixed Equipment. Fixed equipment financed with program funds must have been purchased, delivered, and installed. The RLF Administrator shall verify the installation of fixed equipment.
- (9) Other Documentation. As appropriate or necessary, the borrower may be asked to provide the following:
 - (a) A certificate of status from the Department of Financial Institutions.
 - (b) The Articles of Incorporation and by-laws.
 - (c) A Board resolution to borrow funds and Secretary's certificate.
 - (d) Current financial statements.
 - (e) Evidence of having secured other funds necessary for the project.
 - (f) An Environmental Assessment for real estate loans which may either be a Phase I, II, or III analysis, depending on the environmental condition of the site.

With the above documentation in place, the RLF Administrator will schedule a loan closing. All documents will be executed before funds are disbursed, and mortgages and UCC Statements shall be recorded with the Register of Deeds and the Secretary of State.

SECTION 7. POST APPROVAL REQUIREMENTS

7.1 OBLIGATION OF LOAN RECIPIENT

In addition to the terms and conditions of the loan, all borrowers shall agree to comply with the following:

- (1) The creation or retention of the agreed upon number of jobs within 24 months of the date of the execution of the loan agreement with the City of De Pere.
- (2) Not to discriminate on any basis prohibited under Wis Stat §111.322 or development disability as defined in Wis. Stats. §. 51.01(5) in any employment or construction activity related to the use of the business loan funds.
- (3) To use the loan money only to pay the cost of services and materials necessary to complete the project or activity for which the loan funds were awarded.
- (4) To permit inspections by persons authorized by the City of De Pere of all projects and properties assisted with loan funds. Related project materials shall also be open to inspections, which include, but may not be limited to, contracts, materials, equipment, payrolls, and conditions of employment. Requests for inspection shall be complied with by the borrower.
- (5) To maintain records on the project as may be requested by the City of De Pere. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.
- (6) To submit periodic progress reports to the RLF Administrator in accordance with the schedule in the loan agreement. These reports shall report on project progress including number of jobs created or retained during the loan agreement.
- (7) To maintain fire and extended coverage insurance on the project property required during the term of the loan. The City of De Pere shall be listed as Loss Payee, Mortgagee, or "additional" insured on the policy. Term life insurance may be required of the applicant to cover the loan balance through the life of the loan.
- (8) To abide by all federal laws, when applicable. These include, but may not be limited to: The Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Davis-Bacon Act, as amended; the Contract Work Hours and Safety Standards Act; the Copeland "Anti- Kickback" Act; and, all regulations pursuant to these Acts.
- (9) To collect the attached self-certification forms from every applicant for each job created by CDBG funds.

SECTION 8. PERFORMANCE MONITORING

8.1 PRIVATE LEVERAGE COMMITMENTS

The RLF Administrator shall monitor the use of the funds and expenditure of private leverage commitments. Documentation may include invoices or receipts for materials and supplies, letters from lenders, final bills of sale, and canceled checks.

8.2 HIRING OF NEW EMPLOYEES

The Administrator shall monitor the borrower's progress in meeting agreed upon job creation or retention goals. Job creation must be documented using payroll records. Before-project and after-project payroll records should be provided by the borrower to document job creation. Failure of the business to provide the targeted number of jobs may be a condition for default unless the business can show it made a good faith effort to create the targeted number jobs but did not succeed due to reasons beyond its control. In all hires the borrower must meet the LMI requirement. *In addition, to ensure compliance with the LMI requirements, employers must collect the attached self-certification forms from every applicant for each job created by CDBG funds.*

8.3 DEFAULT

In the event the business is in default on any of the terms and conditions of the loan agreement, all sums due and owing, including penalties, shall, at the City of De Pere's option, become immediately due and payable. To exercise this option, the City Attorney shall prepare a written notice to the business. The notice shall specify the following:

- (a) The default.
- (b) The action required to cure the default.
- (c) A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.
- (d) Any penalties incurred as a result of the default, jobs, etc.

SECTION 9. USE OF LOAN REPAYMENTS AND REPORTING

9.1 RLF PROGRAM

Repaid loans shall be re-deposited into the Revolving Loan Fund account and used in a manner consistent with the policies and procedures manual. A separate accounting record for each loan shall be kept to account for all funds loaned. The RLF account shall be audited on an annual basis and the Administrator shall provide reports at times and on forms as required by the state of Wisconsin.

SECTION 10. LOAN SERVICING

10.1 MONITORING

The RLF Administrator shall monitor each loan to ensure compliance with the loan terms and conditions and to monitor the financial health of the business to ensure continued repayment of the loan. The monitoring will also ensure that all recordkeeping requirements are met particularly in regard to job creation and expenditures of matching funds.

A loan servicing file shall be established and maintained for each loan recipient that includes all written correspondence; a record of important telephone conversations; a list of applicable loan covenants; certificates of insurance for builder's risk, property-casualty, and life insurance, as applicable; and documentation for job creation and retention including low and moderate income certifications forms.

10.2 RECORDKEEPING

In addition to the above, the RLF financial management records must be comprehensive and designed to provide the following information:

- (a) A Revolving Loan Fund Register that records all deposits and disbursements to and from the RLF, including funds used for RLF administration.
- (b) A CDBG Loan Repayment Register that records repayments made by each business which has received a loan from the RLF. It also tracks the balance of repayments from all loans from the RLF.
- (c) A Collection Register for every loan made. Each register contains the business name, loan date, loan amount, terms, and date repayment begins. Payments are divided into principal and interest payments with a declining principal balance.
- (d) RLF Loan Repayment Registers that record repayments made by each business, which has received a loan from the RLF. It also tracks the balance of repayments from all loans from the RLF.

LOAN CLOSING DOCUMENTATION CHECKLIST

	Date Requested	Date Received	If Recording Required:		Not Applicable
			Date Recorded	Date Returned	
FOUNDATION DOCUMENTATION					
Financial Statements					
Certificate of Corporate Good Standing from Sec. of State					
Loan Commitment Letter					
Loan Agreement					
Borrowing Resolution or Agreement					
Certified Copy of Resolution Authorizing Actions Taken					
Sole Ownership Affidavit					
Other					
GUARANTEES/DEBT SUBORDINATION					
Unlimited, Limited, or Specific Guarantee					
Spousal Consent					
Debt Subordination					
Authorizing Resolution or Agreement					
Other					
POSSESSORY COLLATERAL INCLUDING LIFE INSURANCE					
Possession of Policy					
Assignment of Policy as Collateral					
Transmittal Letter and Request for Acknowledgement and Policy Information					
Other					
NONPOSSESSORY COLLATERAL					
Release of Prior Lender Filings					
Security Interest Subordination Agreement					
Business Chattel Security Agreement					
Selective Business Security Agreement					
Financing Statement					
Financing Statement Fixtures - Real Estate Records					
Motor Vehicle Perfection					
Insurance Binder on Collateral					
Other					
REAL ESTATE					
Survey					
Appraisal					
Casualty Insurance Binder					
Title Insurance Binder					
Title Insurance Policy					
Title Opinion Based on Abstract					
Check of Legal Description on Survey Against Deed					
Mortgage Against Title Insurance Binder					
Environmental Audit					
Mortgage					
Business Real Estate Security Agreement					
Flood Plain Certificate					
Flood Plain Notice					
Real Estate Mortgage Subordination Agreement					
Other					
NOTE DISBURSEMENTS					
Business Note					
Statement					
COMPLETED BY:					
RENEWED BY:					

Publish: January 3, 2013 in the De Pere Journal (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Tuesday, January 15, 2013 at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the recommendation of the City Plan Commission on the following:

Review City of De Pere Revolving Loan Fund Manual, which replaces the previous Revolving Loan Fund Manual that was adopted in 2007.

A copy of the proposed Revolving Loan Fund Manual is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 3rd day of January, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

RECOMMENDATIONS

January 8, 2013
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, January 7, 2012:

1. Recommend granting the shared use of a sanitary lateral for two separate parcels (311 Grant Street and 306 Third Street) contingent on a document being prepared by the owner, approved by the City Attorney, and recorded with Brown County for both parcels such that if either property is sold to a different owner, separate sanitary laterals are provided to each parcel.
2. Recommend award of Project 12-15A, Sewer Cleaning and Televising, to Great Lakes TV Seal, Inc., 3600 Kewaunee Road, Green Bay, Wisconsin, 54311, in the amount of \$22,858.00.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

Eric Rakers, P.E.
City Engineer

City of De Pere

Public Works Department

Memo

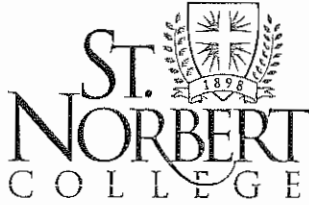
To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, City Engineer *EPR*
Date: January 3, 2013
Subject: Consider a Shared Sanitary Lateral to 311 Grant Street and 306 Third Street

The purpose for this item is to discuss the continued shared use of a sanitary lateral to properties at 311 Grant Street and 306 Third Street. St. Norbert College has been rehabilitating the building located at 311 Grant Street. During the rehabilitation, the contractor determined that the sanitary lateral for 311 Grant Street exited out of the south and flowed to and through 306 Third Street. The contractor repaired the lateral to flow around 306 Third Street. However, both buildings are connected to one lateral west of 306 Third Street (see attached).

City policy is to require each individual parcel to have a separate lateral. This requirement is addressed for new construction in the City Code per Section 26-4 which states "Laterals shall be installed at the time of storm sewer and sanitary sewer main extensions for each building site...". Additionally, the Code addresses existing laterals and new construction through Section 70-4(g) which states "No user shall allow others or other services to connect to the sewer system through his or her lateral."

St Norbert College has requested the continued use of one sanitary lateral for both properties (see attached letter). Both parcels are owned by St. Norbert College.

Staff recommends granting the shared use of the lateral for the two separate parcels contingent on a document being prepared by the owner, approved by the City Attorney, and recorded with Brown County for both parcels such that if either property is sold to a different owner, separate sanitary laterals are provided to each parcel. Staff recommends this approach for this situation because this is an existing condition and both properties are owned by the same entity.



100 Grant Street De Pere, WI 54115-2099 • www.snc.edu

December 7, 2012

City of De Pere
Attn: Scott Thoresen, P.E.
Director of Public Works
925 S. Sixth St.
De Pere, WI 54115

Re: Request for Sewer Lateral Connection from 306 Third Street

Dear Scott,

St. Norbert College requests City approval to allow replacement of the sanitary sewer lateral from 306 Third Street to discharge on its present alignment to the sanitary sewer lateral from 311 Grant Street before flowing southwest to the public manhole in the alley between Grant Street and College Avenue.

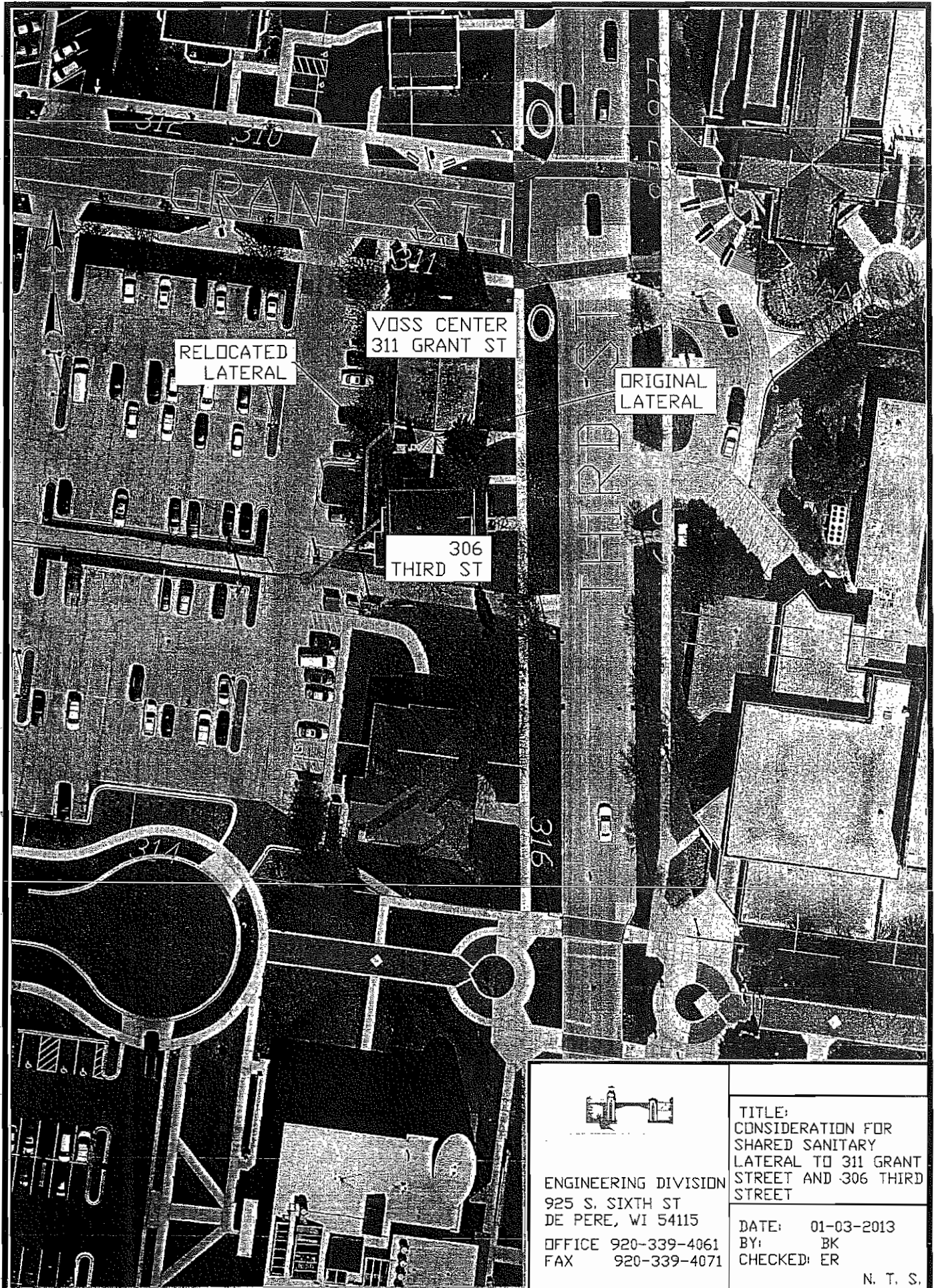
The College has no intention now or in the future of selling either of these adjacent properties and will remain responsible for all future repairs or modifications related to these connections.

Thank you for your assistance and consideration of this matter.

Sincerely,

John Barnes
Director of Facilities

Cc: Kristee Becker



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

TITLE:
CONSIDERATION FOR
SHARED SANITARY
LATERAL TO 311 GRANT
STREET AND 306 THIRD
STREET

DATE: 01-03-2013
BY: BK
CHECKED: ER

N. T. S.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer *EP*
Date: January 3, 2013
Subject: Consider Award for Project 12-15A Sewer Cleaning and Televising

The Engineering Department received bids on Project 12-15A Sewer Cleaning and Televising on March 8th. The cleaning and televising on this project is for three areas (two sanitary and one storm) that are located in easements or park. The sanitary sewer segment is located along with west side of the Fox River. Sewer upstream of the area included in this contract has been televised in the past and was lined due to deterioration. The second sanitary sewer is located under a business on the east side of De Pere. City Staff have been unable to televise this sewer due to a protruding tap and mineral deposit. The storm sewer segment is located under Patriot Park and in an easement between Patriot Way and Bunker Hill.

The bids received were as follows:

Bidder	Amount
Great Lakes TV Seal, Inc.	\$22,858.00
Green Bay Pipe & TV, LLC	\$45,360.00
National Power Rodding Corp.	\$86,100.00

The staff recommendation is to award to Great Lakes TV Seal, Inc. in the amount of \$22,858.00. Funding for this project is \$30,000 from the 2012 budget from the sewage revenue fund under the Sewer Repair and Televising Worksheet.

PROJECT 12-15A SEWER CLEANING & TELEVISIONING

BID TAB

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1 Great Lakes TV Seal Inc.		BIDDER NO. 2 Visu-Sewer Inc.		BIDDER NO. 3 National Power Rodding Corporation	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	MOBILIZATION (SEROOQY SANITARY SEWER)	LS	1	\$295.00	\$295.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00
SP-02	SEWER CLEANING (LIGHT) 12"-42" SEWER PIPE	LF	7600	\$0.41	\$3,116.00	\$1.00	\$7,600.00	\$3.00	\$22,800.00
SP-03	SEWER CLEANING (HEAVY) 12"-42" SEWER PIPE	LF	3800	\$2.75	\$10,450.00	\$5.00	\$19,000.00	\$6.00	\$22,800.00
SP-04	SEWER TELEVISIONING (12"-42" SEWER PIPE)	LF	7600	\$0.40	\$3,040.00	\$1.00	\$7,600.00	\$2.50	\$19,000.00
SP-05	REMOVAL MINERAL DEPOSITS	LF	400	\$2.75	\$1,100.00	\$5.00	\$2,000.00	\$10.00	\$4,000.00
SP-06	REMOVAL PROTRUDING LATERALS	EA	5	\$395.00	\$1,975.00	\$500.00	\$2,500.00	\$1,000.00	\$5,000.00
SP-07	ROOT CUTTING	LF	400	\$2.75	\$1,100.00	\$2.00	\$800.00	\$5.00	\$2,000.00
SP-08	TELEVISIONING AND CLEANING SEROOGY'S SANITARY LINE	HR	6	\$247.00	\$1,482.00	\$310.00	\$1,860.00	\$500.00	\$3,000.00
SP-09	TRAFFIC CONTROL (MAIN ST AND THIRD ST)	LS	1	\$300.00	\$300.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
TOTAL BID					\$22,858.00		\$45,360.00		\$86,100.00

ORDINANCE #13-05

AMENDING CHAPTER 62 DE PERE MUNICIPAL CODE
(Electrical Code)

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

Section 1. **§62-9. Licensing and certification**, is repealed and recreated as follows:

§62-9. Licensing

All persons performing electrical work in the city shall possess a state master electrician license.

Section 2. **§62-10. New single-family construction**, is repealed and recreated as follows:

§62-10. New single-family construction

All new single-family residential construction and alterations to all service equipment must be done by a licensed master electrician.

Section 3. **§62-11. Homeowners**, is hereby amended by deleting the word “his” in the introductory clause and replacing the same with “the owner’s”.

Section 4. **§62-14. License fees**, is repealed in its entirety and subsequent sections renumbered accordingly.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be effective on April 1, 2013.

Adopted by the Common Council of the City of De Pere, this 15th day of January,
2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #13-04

REGARDING THE VACATION OF A PORTION OF CHARLES STREET
RIGHT-OF-WAY AND ALLEYWAY ADJACENT THERETO
(Between Broadway and Wisconsin Streets)

WHEREAS, the Common Council of the City of De Pere has initiated the vacation and discontinuance of portions of public thoroughfares in accordance with the requirements of Wis. Stats. §66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of such rights-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on March 5, 2013 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Area to be Vacated. The portion of Charles Street, easterly of Broadway Street and westerly of Wisconsin street, together with that portion of public alleyway immediately northerly thereof, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described on Exhibit A, attached hereto and incorporated by reference herein, be and the same is hereby wholly vacated and discontinued as a public thoroughfare effective as provided below. All utility easements are retained until such time as said utility facilities have been relocated outside the area of property vacated, at which time City will take all reasonable steps necessary, and endeavor to provide and record, a discontinuance of utility easement. Said public rights-of-way to be vacated are shown on the scale map attached hereto and incorporated by reference herein as Exhibit B.

Section 2. Contingencies to Vacation. This Resolution shall only become effective following the completion of the below activities which are considered conditions precedent to

the vacation of such rights-of-way:

- A. Approval and execution by the authorized representatives of the City and City approved Developer, of a Development Agreement concerning the construction of a national chain drug store at the location of the right-of-way to be vacated; and
- B. Satisfaction of all contingencies in such Agreement necessary for the right-of-way vacation to occur; and
- C. Utility easements shall be provided in new locations for all utilities to be relocated; and
- D. Recording of this Resolution with the Brown County Register of Deeds. Should this Resolution not be recorded, vacation of right-of-way described herein shall be null and void.

Section 3. If all of the contingencies described in Section 2 are not satisfied within 180 days of the adoption date of this Resolution, the same shall be null and void.

Section 4. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City only after all contingencies described herein are satisfied in conformity with this Resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 15th day of January, 2013.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

EXHIBIT A

LEGAL DESCRIPTION (CHARLES STREET & PUBLIC ALLEY RIGHT-OF-WAY TO BE VACATED):

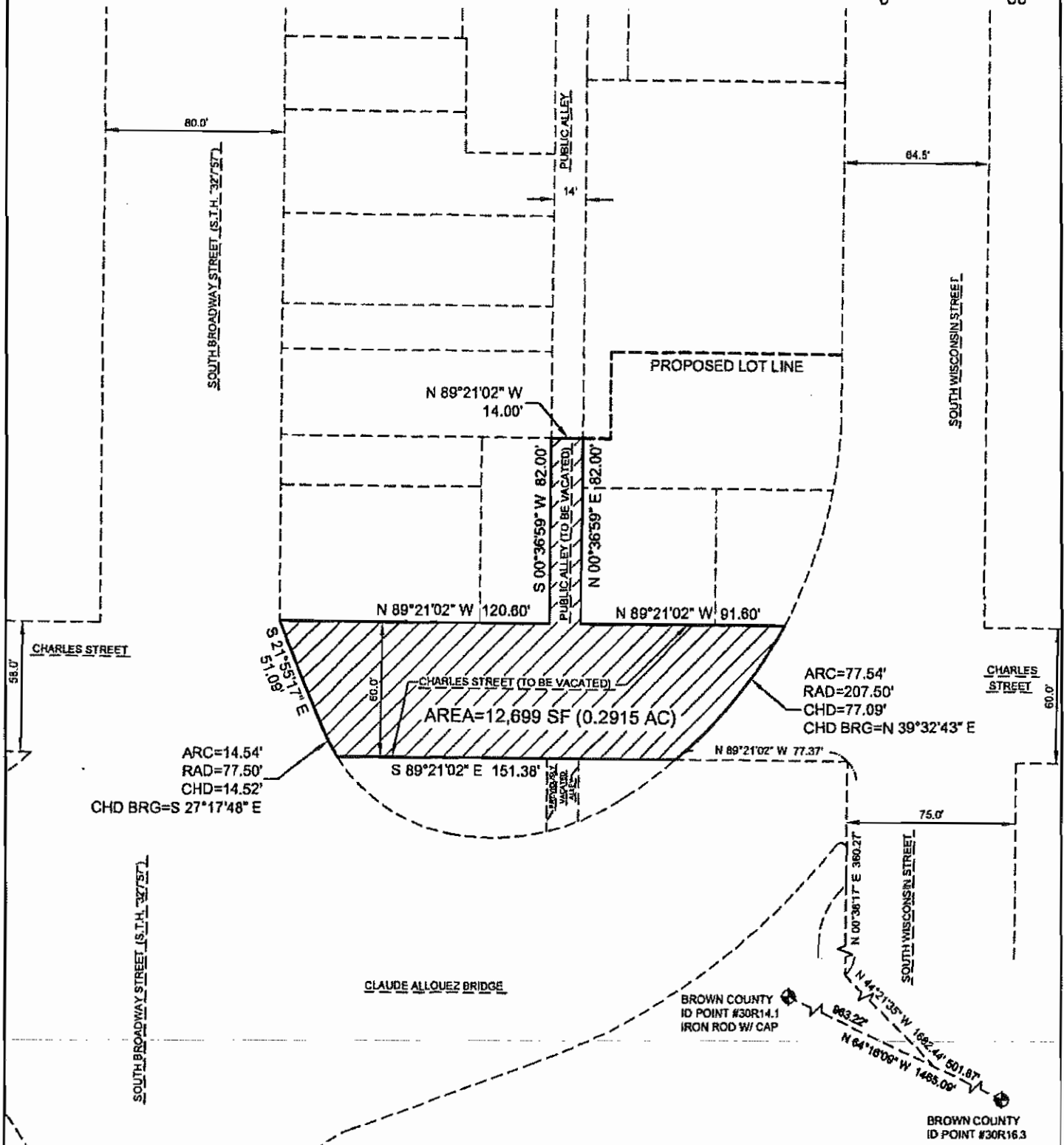
All that part of Charles Street and a public alley within Block Eighteen (18), Original Plat of DePere, in the City of DePere, Brown County, Wisconsin more particularly bounded and described as follows: Commencing at Brown County ID Point #30R16.3; thence North 64°16'09" West 501.87 feet along the line that connects said ID Point #30R16.3 to Brown County ID Point #30R14.1; thence North 44°21'35" West 1682.44 feet; thence North 00°38'17" East 360.27 feet to the extended south right-of-way line of Charles Street; thence North 89°21'02" West along said extended south right-of-way line 77.37 feet to the place of beginning of the land hereinafter to be described; thence northeasterly 77.54 feet along the arc of a curve, radius of 207.50 feet, center lies to the west, chord bears North 39°32'43" East 77.09 feet to the north right-of-way line of said Charles Street; thence North 89°21'02" West along said north right-of-way line 91.60 feet to the east right-of-way line of a 14 foot wide public alley; thence North 00°36'59" East along said east right-of-way line 82.00 feet; thence North 89°21'02" West 14.00 feet to the west right-of-way line of said public alley; thence South 00°36'59" West along said west right-of-way line 82.00 feet to the north right-of-way line of said Charles Street; thence North 89°21'02" West along said north right-of-way line 120.60 feet; thence South 21°55'17" East 51.09 feet; thence southeasterly 14.54 feet along the arc of a curve, radius of 77.50 feet, center lies to the east, chord bears South 27°17'48" East 14.52 feet to the south right-of-way line of said Charles Street; thence South 89°21'02" East along said south right-of-way line 151.38 feet to the place of beginning. Containing 12,699 square feet (0.2915 acres) of land.

EXHIBIT B

CHARLES STREET AND PUBLIC ALLEY RIGHT-OF-WAY TO BE VACATED



SCALE IN FEET



DATE: DECEMBER 4, 2012

FILE NAME: S8114.DWG

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council *Judy*
From: Judith Schmidt-Lehman, City Attorney
RE: Resolution #13-04 (Street Vacation)
Date: January 8, 2013

The statutory process for the City to initiate a street vacation is a bit out of the ordinary. Since the City Council does not vacate street right-of-way often, I thought I would send along this memo to explain the process.

Under Wis. Stats. §66.1003, the City may initiate vacating street right-of-way. This is done by the Council introducing the vacation resolution at a Council meeting. The matter is then set for public hearing, with the same resolution coming back before the Council for action at that public hearing.

Therefore, the action to be taken at the January 15, 2013 meeting as to Resolution #13-04 is merely to refer the Resolution forward for a public hearing. It will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon. This particular vacation is being done to assist in the proposed Walgreens development. If the development moves forward, the actual right-of-way vacation will be time so that it occurs only contemporaneous with other development milestones and only after a Development Agreement is in place.

Statutory timing requirements put March 5, 2013 as the earliest date for this public hearing. In order to have the right-of-way vacation line up with other development deadlines, it is necessary to start the vacation process at this time.

If you have any questions regarding this process, please let me know.

JSL:jld

cc: Lawrence Delo, City Administrator

Kenneth Pabich, Director of Planning and Economic Development

H:\jdupont\Memos\2013\Mayor & CC-street vacation- 1-8-13-168-003-12.docx

RESOLUTION #13-05

AUTHORIZING FACADE IMPROVEMENT GRANT
TO LAWRENCE FISETTE
(705 George Street)

WHEREAS, the Common Council and the City Redevelopment Authority have established a Facade Improvement Grant Program for East Side Redevelopment District in Tax Incremental Financing District (TID) #7 to encourage the renovation and revitalization of the business environment in such area; and

WHEREAS, Lawrence Fisette, owner of the property at 705 George Street (said property being within TID #7 and the East Side Redevelopment District), has restored the historic nature of such building with aesthetically pleasing and historically accurate improvements to such property; and

WHEREAS, Lawrence Fisette has applied for a grant from the Facade Improvement Grant Program in the amount of \$10,000.00 (\$42,452.80 total spent) under the terms of such Program, said application having been reviewed and recommended for approval by the Redevelopment Authority and the Finance/Personnel Committee; and

WHEREAS, Lawrence Fisette is hereby thanked for his contribution toward historic preservation and aesthetic enhancements on George Street and to the East Side Redevelopment District by such improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Clerk-Treasurer is authorized to issue a grant payment to Lawrence Fisette in the amount of \$10,000.00 for improvements to the rear exterior of 705 George 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 Lawrence Fisette for his investment in, and commitment to, the City of De Pere and its business and historic districts.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of January, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

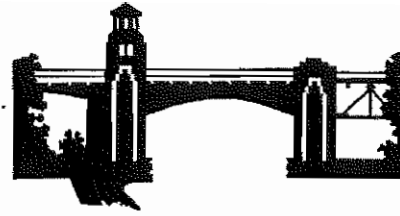
Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

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



January 8, 2013

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: TID #7 Façade Grant for 705 George Street

At the December 17, 2012 meeting, the RDA approved the façade grant application for 705 George Street. The applicant has provided a summary of the work completed, the expenses and the related receipts. In reviewing the receipts, the expenses show a total of \$59,734.52 for the entire project renovation. From these invoices, staff reviewed the expenses which would qualify for the façade grant. These qualifying expenses totaled \$42,452.80 (see attached spreadsheet) which means the grant would be the maximum allowed at \$10,000.

Recommendation

Staff would recommend the following:

1. Approving the grant in the amount of \$10,000.
2. Forwarding the recommendation to City Council for approval.

RESOLUTION #13-06

AUTHORIZING REVOCABLE OCCUPANCY PERMIT
(Schleis Properties, LLC)

WHEREAS, on July 17, 2012, a Revocable Occupancy Permit was approved for Silver Fox GB, LLC to place a bracket canopy within City owned right-of-way at 401 Main Avenue; and

WHEREAS, Silver Fox GB, LLC no longer operates the establishment at 401 Main Avenue; and

WHEREAS, this Revocable Occupancy Permit is being reissued to the property owner, Schleis Properties, LLC.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Revocable Occupancy Permit (Exhibit 1) with Schleis Properties, LLC for the purposes identified therein.

BE IT FURTHER RESOLVED THAT:

The City Administrator may consent to Assignment of this Revocable Occupancy Permit to subsequent property owners or lessees of said property provided said subsequent owner or lessee agrees to comply with all the terms and conditions of this Permit.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of January, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee: Schleis Properties, LLC
c/o William Schleis
2744 Manitowoc Road
Green Bay, WI 54311

Grantor: City of De Pere

Locations of Encroachment: 401 Main Avenue; along 4th Street property line
See attached Exhibit A

Purpose of Encroachment: Installation and maintenance of bracket canopy

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

1. This permit authorizes the installation and maintenance of a bracket canopy as shown on the attached Exhibit A. Nothing shall be placed upon or attached to or from the brackets. This bracket canopy shall remain in the City right-of-way only until such time as it is no longer required by Permittee. The equipment shall then, upon written notice to the City by Permittee, be immediately abandoned or removed from the right-of-way by Permittee in accordance with the rules and regulations applicable to such practices at the time of abandonment and removal.
2. Notwithstanding paragraph 1, above, if the property referred to above is required for another use at any time deemed by the Board of Public Works to be inconsistent with the continued use or occupancy under this permit or if the Board of Public Works determines that the installation or use of the facilities authorized under this permit increases the difficulty of development on the site or creates conditions adverse to the best interests of the general public, or presents a threat to safety, then Permittee, upon notification by the Director of Public Works, shall promptly remove the projecting sign from the property. Such removal shall be by Permittee at Permittee's sole cost and in accordance with all rules and regulations then applicable and the area returned to pre-occupancy condition. Failure of Permittee to remove such encroachment within ten days of the Director of Public Works notice to do so shall result in the Director of Public Works removing the encroachment and charging the costs thereof to Permittee.
3. No other use of the above described property is permitted except that specifically approved hereby.

4. Permittee shall save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of Permittee's use of the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this permit as Exhibit B.
5. Failure by Permittee to comply with the provisions of this permit is cause for the City to terminate this permit and require Permittee to take immediate action to restore the areas subject to this permit to original condition and for City to maintain any action at law or in equity to require such action with the costs thereof paid by Permittee.
6. Issuance of this permit shall not be construed as a waiver of Permittee's obligation to comply with more restrictive requirements which may be imposed by local ordinance.
7. Permittee shall comply with all City and State permitting requirements.
8. This permit may not be assigned without the written consent of the City of De Pere.
8. Notices permitted or required hereunder shall be sent via first class mail to:

If to Permittee:

William Schleis
2744 Manitowoc Road
Green Bay, WI 54311

If to De Pere:

City Engineer
925 South Sixth Street
De Pere, WI 54115

We, the undersigned, acknowledge that we have read and understand the foregoing conditions. No representations other than those expressed herein, either oral or written, are part of this permit. Permittee acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2013.

SCHLEIS PROPERTIES, LLC

CITY OF DE PERE

William Schleis, Owner

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

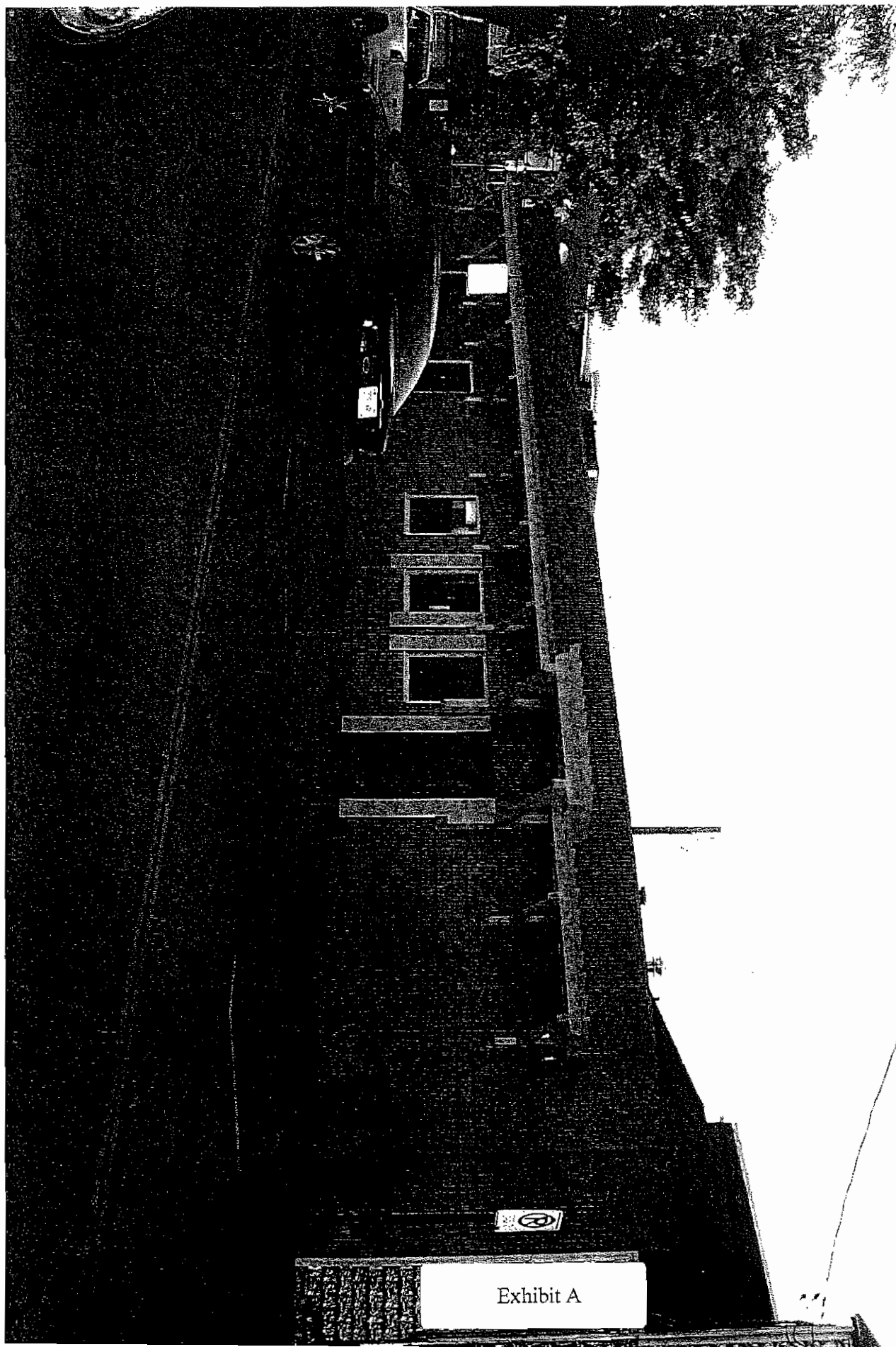
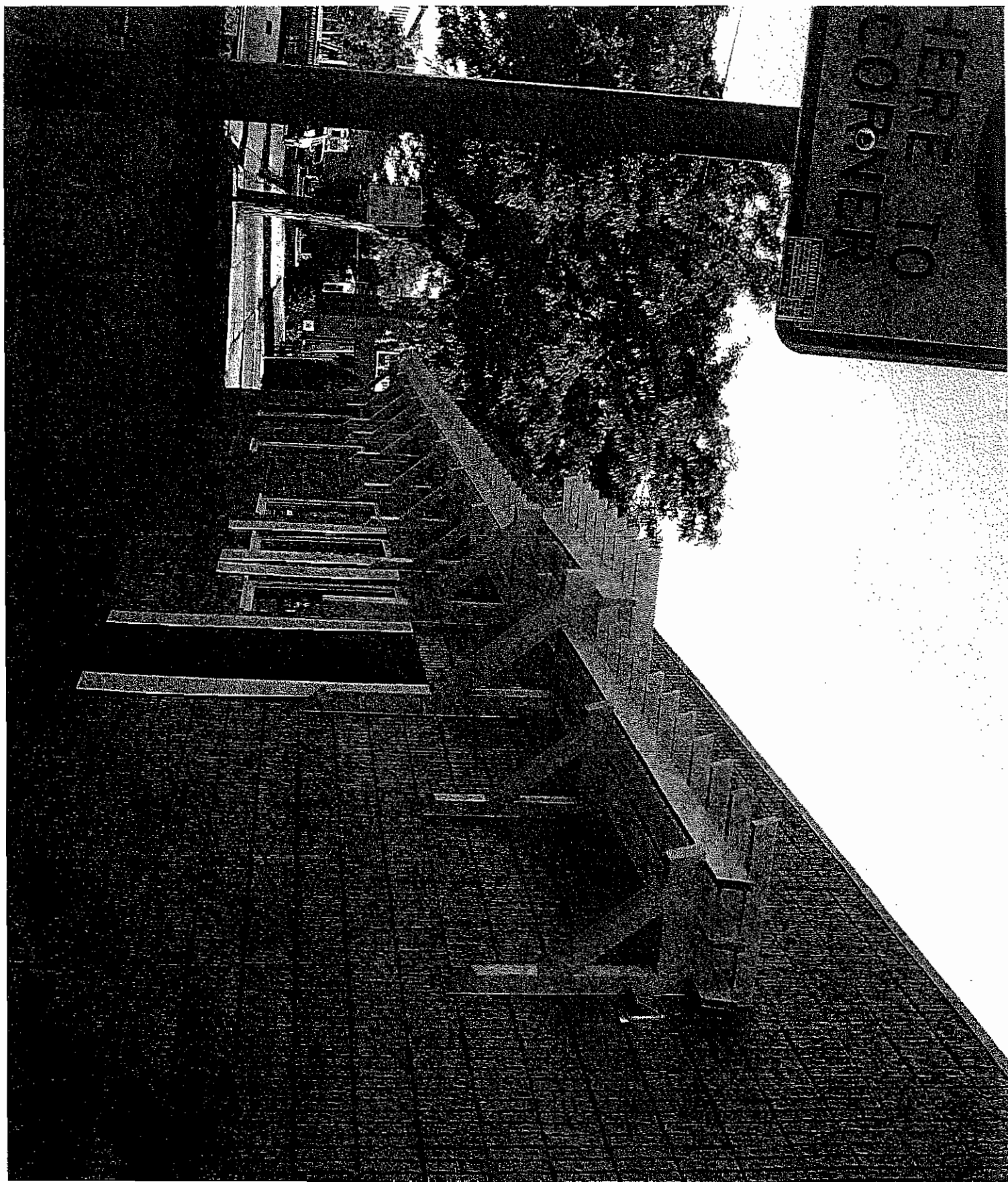


Exhibit A



RESOLUTION #13-07

APPROVING AGREEMENT FOR ENGINEERING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(Hemlock Creek Pedestrian Crossing)

WHEREAS, the City is in need of design services for a pedestrian trail crossing together with a flood study update; and

WHEREAS, Robert E. Lee & Associates, Inc. has available and offers to provide personnel and equipment necessary to the pedestrian trail crossing design services within the required time.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Engineering Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Hemlock Creek Pedestrian Crossing) as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of January, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(Hemlock Creek Pedestrian Crossing)**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2013, by and between the City of De Pere ("City") and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant"):

WITNESSETH

WHEREAS, the City is in need of design services for a pedestrian trail crossing together with a flood study update; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the pedestrian trail crossing design services within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the December 14, 2012 City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated December 27, 2012 (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 ENGINEERING SERVICES

Consultant agrees to perform those design 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 Consultant's signing this Agreement, the City gives the Consultant specific authorization to proceed with the work described herein.

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

V. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City. Consultant shall not be considered the author or 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, and other documents, which rights shall include 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.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records. 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.

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 facility construction plans and technical specifications should be completed for a May 1, 2013 advertisement, with permits secured for a June 18, 2013 Public Works project award by City. Should Consultant encounter any circumstances, which, in the Consultant's

opinion, will delay closeout of the contract within said time, Consultant shall so inform the City in writing.

VIII. COMPENSATION

For the services which are to be performed by the Consultant, the City agrees to pay, and the Consultant agrees to compensation in the amount not to exceed \$13,450 payable in a lump sum at the conclusion of the project. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Should City, without cause, withhold payment for amounts due Consultant, Consultant shall be entitled to recover from City all amounts lawfully due including expenses of collection and attorney fees.

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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

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 solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

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

XII. SUBCONTRACTS

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

XVII. TERMINATION OF WORK

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

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

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

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

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Robert E. Lee & Associates, Inc.
Attention: Jared G. Schmidt, P.E.
4664 Golden Pond Court
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:

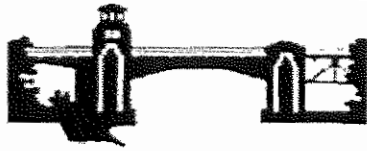
Print Name:
Title:

Michael J. Walsh, Mayor

Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2013\Robert E Lee (pedestrian crossing)-1-13-189-001-13.docx



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Karen Heyrman, P.E.
Assistant City Engineer
kheyрман@mail.de-pere.org
www.de-pere.org

December 14, 2012

Mr. Jared Schmidt, Civil/Municipal Engineering Manager
Robert E. Lee & Associates, Inc.
jschmidt@Releeinc.com

RE: Pedestrian Crossing AC100A
City of De Pere

Dear Mr. Schmidt:

The City of De Pere is requesting a proposal from your firm to design a structure crossing for the existing pedestrian trail in the "Preserve". The scope of work will include design of the structure and updating the flood study. Two existing flood studies have been completed in the area. A location plan for the Ashwaubenon Creek from Southbridge Drive to Hemlock Creek is included in the proposal. A location plan and hydraulic report for the USH 41 Box Culvert crossing Hemlock Creek is included in the proposal. The remainder of these documents can be reviewed at our office. An electronic copy will be provided upon acceptance of the proposal.

Attached is a detailed request for proposal providing the scope of services required. The intent of the request for proposal is to provide you with detailed information to aid in the preparation of your proposal. The City is only requiring a cover letter and fee sheet for submittal.

If you have any questions I can be reached at 920-339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Karen M. Heyrman

Karen M. Heyrman, P.E.
Assistant City Engineer

cc: Eric Rakers, City Engineer

Enclosures

**Request for Proposals
For
Pedestrian Crossing Preserve Trail (Basin AC100A)**

The City of De Pere would like to invite your firm to submit a proposal to design a pedestrian trail crossing and update the flood study to include the proposed structure.

Your proposal must be submitted to our office by December 27th, at 3:00 p.m.

GENERAL INFORMATION:

The City is proposing to improve a section of the Preserve Pedestrian trail that crosses Hemlock Creek just upstream from the Ashwaubenon Creek. This improvement is planned for 2013.

During heavy rain events the existing culverts are surcharged and flows overtop the trail. Increasing velocities and intensities of storm events are impacting the condition of the trail requiring more frequent maintenance. Project photos of the existing condition are attached.

In 2010 the upstream box culvert at Hemlock Creek crossing under USH 41 was improved as part of the USH 41 roadway project. The flood study completed for the Wisconsin Department of Transportation in the design of the box culvert for Hemlock Creek at USH 41 is available. Additionally, a flood study is available for the Ashwaubenon Creek between Southbridge Road and Hemlock Creek for a recent development immediately south of the project location.

SCOPE OF SERVICES:

The scope of services for this project is to include the following:

1. New pedestrian crossing structure design.
2. Flood study modeling and applications for all required approvals.
3. Flood study LOMA if applicable.
4. WDNR and/or ACOE construction and Chapter 30 permit applications.
5. Facility construction plans and technical specifications for May 1, 2013 advertisement.
6. Permits secured for June 18, 2013 project award.
7. Two meetings.

The majority of correspondence and review will be completed via e-mail.

SCHEDULING:

The proposal will be taken to the Board of Public Works on January 7th and the Council on January 15th for approval. Work is to begin on the project immediately upon approval by the Council and signatures on the agreement. The project is to be bid and constructed in 2013.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

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

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for the project includes the following:

1. Plans in AutoCAD and .pdf for insertion on the bid documents. The City will be on-line bidding the project with the 11"x17" .pdf plan set.
2. Provide technical specifications for bidding.
3. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided in a Word document. The estimate is to be provided in an Excel document.
4. Provide hard copy documentation and electronic files for the storm basins and subbasins areas used in modeling.
5. Provide hard copy documentation and electronic files for the flood study modeling.
6. Provide hard copy documentation and electronic files for modeling pre and post discharges for 2, 10, and 100-year storm events, before and after the proposed structure.
7. Provide regulatory approvals.

The City will prepare the bid documents and bid the project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

ADDITIONAL INFORMATION:

The City will provide the following information to the consultant:

1. Flood study for the USH 41 Box Culvert Crossing Hemlock Creek.
2. Flood study for Ashwaubenon Creek from Southbridge to Hemlock Creek.
3. Mapped storm sewers and storm basins within the City of De Pere.

The City will pay for permitting fees associated with the project.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Fee (Total):_____

Fee Breakdown:

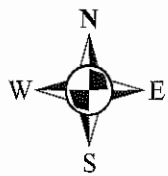
Design and construction plans and technical specifications:_____

Flood study modeling and updates:_____

WDNR Construction Site Erosion Control Permit:_____

WDNR Chapter 30 Permit:_____

Project Meetings (Two):_____



1 inch = 500 feet





Memorandum

To: Consultant

From: Karen Heyrman

Re: Project Photos – Preserve Trail

Date: December 13, 2012



Preserve Trail – Viewing North toward the Culvert - This is an area that overtops during rain.



Preserve Trail – Viewing North with a Washout Just South of the Culvert



Preserve Trail – Viewing South Toward Washout



Downstream Side of Culvert – Viewing East



Upstream Side of Culvert - Viewing East - Note that two culverts stacked vertically.



Upstream Side of Culvert - Viewing East



USH 41 Box Culvert – Upstream of City Culverts

HYDRAULIC REPORT

C-05-0800

**USH 41 OVER HEMLOCK CREEK
BROWN COUNTY
STATE I.D. 1133-06-71**

REPORT ATTACHMENTS

- ◆ HYDRAULIC COMPUTATIONS (Electronic HEC-RAS Input Files)
- ◆ CONTOUR MAP
- ◆ STREAM CROSSING STRUCTURE SURVEY REPORT
- ◆ PROJECT LOCATION MAP
- ◆ ORIGINAL PROJECT SITE PHOTOGRAPHS
- ◆ TYPICAL ROADWAY SECTION
- ◆ PRELIMINARY PLAN AND PROFILE SHEET
- ◆ PRELIMINARY STRUCTURE PLANS
- ◆ FEMA MAP
- ◆ DNR CORRESPONDENCE

PREPARED BY:

JEWELL
associates engineers, inc.

**560 SUNRISE DRIVE
SPRING GREEN, WI 53588**

April 16, 2010

HYDRAULIC REPORT

C-05-0800

USH 41 OVER HEMLOCK CREEK BROWN COUNTY STATE I.D. 1133-06-71

INTRODUCTION

As part of the USH 41 corridor project, the Wisconsin Department of Transportation, Northeast Region is proposing to replace the existing structure that carries USH 41 over Hemlock Creek. The project is located in Section 31 T23N, R20E, Town of Lawrence, Brown County. (See enclosed project location map).

This hydraulic report has been prepared to describe the hydraulic characteristics of the existing and proposed structures and to show what effect the structures have on the flow characteristics of Hemlock Creek at the project site. This report documents the magnitude and frequency of floods, stage to discharge relationships, and the high water computations for both the existing and proposed structures.

DATA AVAILABLE

Hydraulic information in this report is based upon information and accepted procedures as outlined in the following publications:

- 1) "Wisconsin Bridge Manual", by the Wisconsin Department of Transportation Bridge Section.
- 2) "Facilities Development Manual", by the Wisconsin Department of Transportation.
- 3) "HEC-RAS, River Analysis System", Version 4.1.0, U.S. Army Corps of Engineers, Hydraulic Engineering Center.
- 4) "Flood-Frequency Characteristics of Wisconsin Streams," Walker, Krug, 2003.

All elevations are referred to mean sea level as established by the United States Geological Survey.

SITE DESCRIPTION

The site of the proposed bridge replacement is illustrated in the following attachments to this report:

- ◆ CONTOUR MAP
- ◆ STREAM CROSSING STRUCTURE SURVEY REPORT
- ◆ PROJECT LOCATION MAP
- ◆ ORIGINAL PROJECT SITE PHOTOGRAPHS
- ◆ TYPICAL ROADWAY SECTION
- ◆ PRELIMINARY PLAN AND PROFILE SHEET
- ◆ PRELIMINARY STRUCTURE PLANS
- ◆ FEMA MAP
- ◆ DNR CORRESPONDENCE

The drainage basin of Hemlock Creek upstream of the existing structure is a rural watershed with an area of 4.52 square miles. Hemlock Creek is an intermittent flow watercourse with a gradient of 0.32% at the project site, flowing through a watershed consisting mainly of wooded areas with patches of dense residential and manufacturing areas. The channel has both low and high banks while passing through a floodplain having a width of approximately 300 feet. Hemlock Creek at this site is designated as a Flood Hazard Area (FHA) on the Brown County Flood Insurance Rate Map (FIRM).

The upstream structure is located 0.23 miles upstream from the project site. The structure consists of a steel arch structure with a span of 15 feet and a rise of 8.3 feet. The structure carries Quarry Park Drive over Hemlock Creek.

The downstream structure (B-05-0169) is located 0.75 miles downstream from the project site. The structure is a three-cell concrete box culvert with 12-foot spans, a 10-foot rise and a 271-foot overall length. The structure carries CTH F over Hemlock Creek.

MAGNITUDE AND FREQUENCY OF FLOODS

A flood frequency vs. discharge analysis of the upstream drainage basin was made to estimate the discharge for the 100-year frequency flood. A design flow of 900 c.f.s. was calculated. The hydrology calculations are included with this submittal for reference.

EXISTING STRUCTURE AND APPROACHES

The existing structure, C-05-0020, was built in 1963 and is a two-cell reinforced concrete box culvert structure with 7-foot spans, a 7-foot rise and an overall length of 236 feet.

At the design flood discharge of 900 c.f.s., all of the flow passes through the existing opening in outlet control with no roadway overflow. At the design discharge, the existing structure has a waterway area of 95.54 square feet and the flow has a velocity of 9.42 f.p.s. at the outlet. The existing 100-year design high water elevation is 616.84 feet at cross section 2720.

DISCUSSION OF STRUCTURE SIZING

A reinforced concrete box culvert was selected as the replacement alternate because it is best-suited to handle the varying profiles at the project site, it will fit the site hydraulically and it can easily be configured to be built in stages under traffic. The proposed structure will be shifted north of the existing structure to allow the existing structure to remain in place to carry the stream flow during construction. Following completion of the new structure, the stream will be directed through the new structure and the existing structure will be removed. The structure construction and removal will be performed in stages to allow USH 41 to remain open to traffic during construction operations. The local road that crosses over the west end of the proposed culvert will be closed during construction operations.

PROPOSED STRUCTURE AND APPROACHES

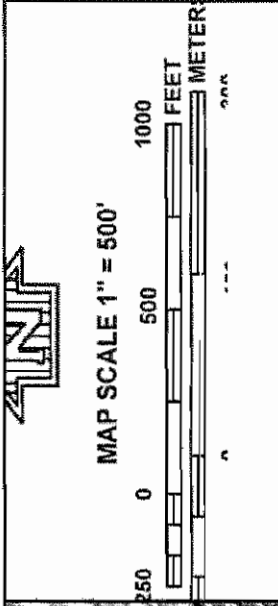
The proposed structure, C-05-0800 is a two-cell reinforced concrete box culvert structure with 8-foot spans, a 7-foot rise and an overall length of 258 feet. The inverts of the structure will be set approximately 1 foot below the proposed streambed to allow the culverts to silt in. The structure will have a 5° R.H.F. skew and will carry USH 41 northbound, USH 41 southbound and Mid Valley Drive traffic over Hemlock Creek. The structure will be built in stages to allow passage of USH 41 traffic throughout construction operations. The structure and approaches will have a design speed of 70 m.p.h.

At the design flood discharge of 900 c.f.s., all of the flow passes through the proposed opening in outlet control with no roadway overflow. At the design discharge, the proposed structure has a waterway area of 95.95 square feet and the flow has a velocity of 9.38 f.p.s. The proposed 100-year design high water elevation is 615.93 feet at cross section 2720. The proposed structure will lower the backwater of the 100-year event at the project site by approximately 0.91 feet.

SUMMARY OF HYDRAULIC CHARACTERISTICS

The hydraulic data for the existing and proposed structures is summarized as follows:

	EXISTING STRUCTURE (C-05-0020)	PROPOSED STRUCTURE (C-05-0800)
DRAINAGE AREA (SQ. MI.)	4.52	4.52
DESIGN 100-YEAR DISCHARGE (CFS)	900	900
DESIGN 100-YEAR HIGH WATER (FT.)	616.84	615.93
FLOW THROUGH STRUCTURE (CFS)	900	900
VELOCITY THROUGH STRUCTURE (FPS)	9.42	9.38
WATERWAY AREA (SQ. FT.)	95.54	95.95
OVERFLOW FREQUENCY (YRS.)	> 100 YRS.	> 100 YRS.
DESIGN 2-YEAR DISCHARGE (CFS)		240
DESIGN 2-YEAR HIGH WATER (FT.)		610.60



NFIP

FIRM

FLOOD INSURANCE RATE MAP

BROWN COUNTY,

WISCONSIN

AND INCORPORATED AREAS

PANEL 261 OF 500

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BROWN COUNTY	550020	0261	F
DE PERE CITY OF	550021	0261	F

PANEL 0261F

MAP NUMBER

55009C0261F

EFFECTIVE DATE

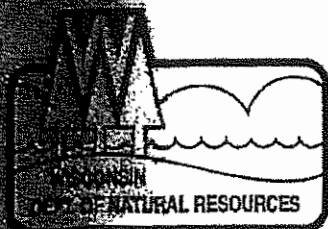
AUGUST 18, 2009

Federal Emergency Management Agency

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

U.S. DEPARTMENT OF AGRICULTURE

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor
Darrell Bazzell, Secretary
Ronald W. Kazmierczak, Regional Director

Northeast Region Headquarters
1125 N. Military Ave., P.O. Box 10448
Green Bay, Wisconsin 54307-0448
Telephone 920-492-5800
FAX 920-492-5913
TTY 920-492-5912

October 4, 2001

DOT-BROWN COUNTY

Prasad Narayan
Kapur & Associates, Inc.
7711 North Port Washington Road
Milwaukee, WI 53217

Subject: Project ID 1133-03-01
USH 41
CTH F-IH 43
Brown County

Dear Mr. Narayan:

Thank you for the information regarding the capacity expansion study of USH 41 in Brown County, Wisconsin. Department of Natural Resources staff have reviewed the materials submitted to this office on June 27th, 2001 and August 3, 2001, and offers the following comments based on those plans:

- The study involves expanding the capacity of USH 41 from one mile south of CTH F to one mile north of IH 43. You requested that I submit comments regarding your recommended alternatives. . This project is in the early planning stage, and is currently scheduled for construction in 2010.
- The no-build alternative quite obviously presents the best situation for the environment with the least amount of impact, however I will comment on the other choices.
- USH 41/CTH F Interchange: alternative 1 represents no wetland or environmental corridor impacts, with minimal pavement work.
- USH 41/CTH G Interchange: alternative 1 requires no wetland or environmental corridor impacts, and minimal pavement work.
- USH 41/Waube Lane/Oneida Street Interchange: alternative 4 is recommended, however alternative 1 does not require any relocations. This would be the less expensive choice with the least amount of impact.

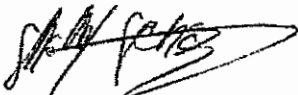
APPENDIX B-1

USH 41/Lombardi Avenue Interchange: alternative 1 is the only suggestion. Some wetland impacts would exist along the ditch line due to the proposed changes to the ramps in the NE and SE quadrants. There would be no environmental corridor impacts.

- USH 41/Mason Street Interchange: alternative 1 appears to have the least amount of wetland impact with no environmental corridor impacts.
- USH 141/Velp Avenue Interchange: alternative 2 is recommended, which would require new bridges over Peats Lake, encroachment on environmentally sensitive areas, and a retaining wall to avoid relocation in the NE quadrant. Alternative 1, on the other hand, would not require any wetland fills, and no bridge or retaining wall. Alternative 1 is also the least expensive choice. Alternatives 3 and 4 have too much encroachment on the environment and they are the most expensive.
- Cumulative impacts must be remembered while developing this project. The Department prefers an alternative with no wetland or environmental corridor impacts.
- I would also like to know if the ADT warrants this particular project.

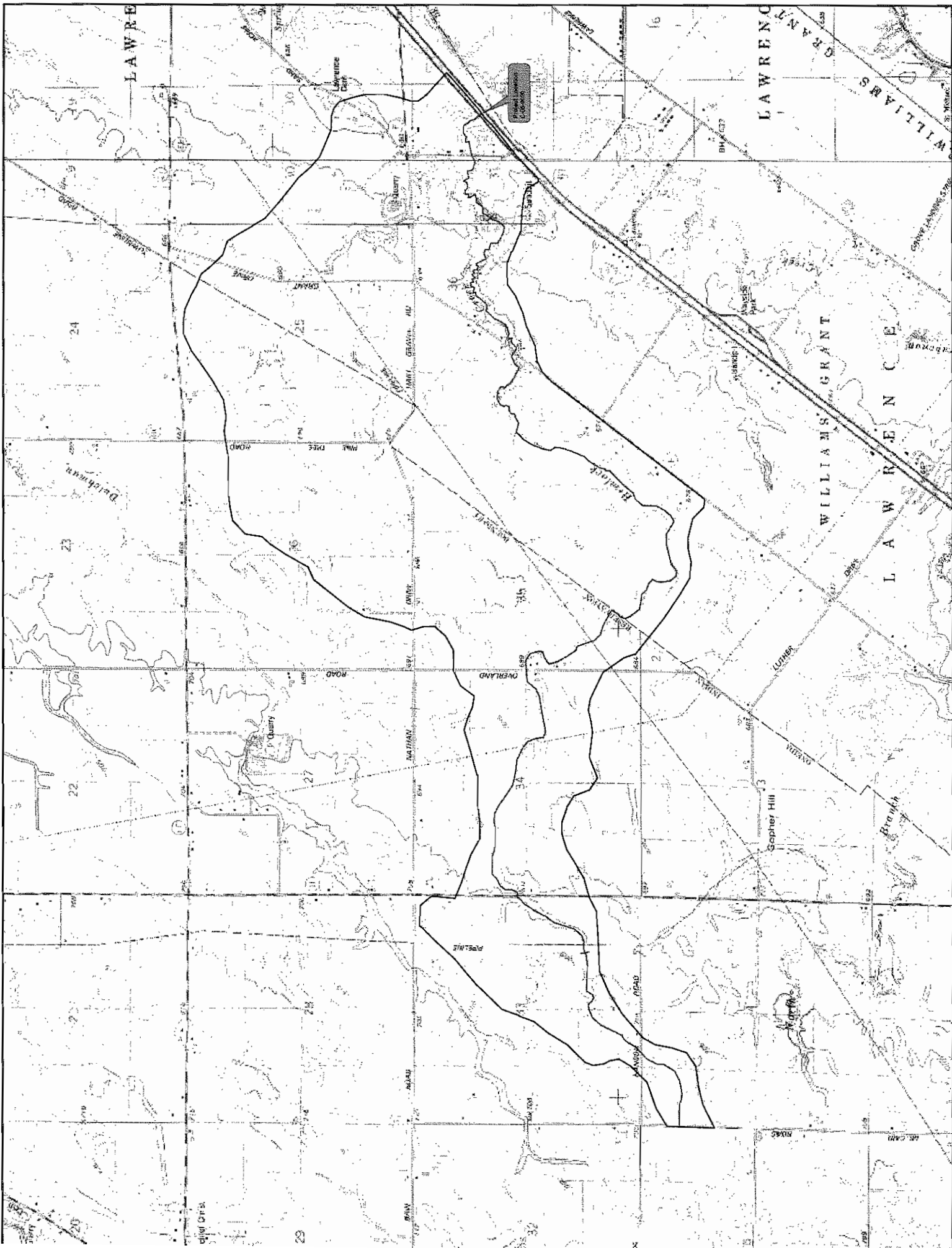
Thank you for the opportunity to comment on this project. If you have any questions or concerns please feel free to contact me at schaem@dnr.state.wi.us or 920-492-5819.

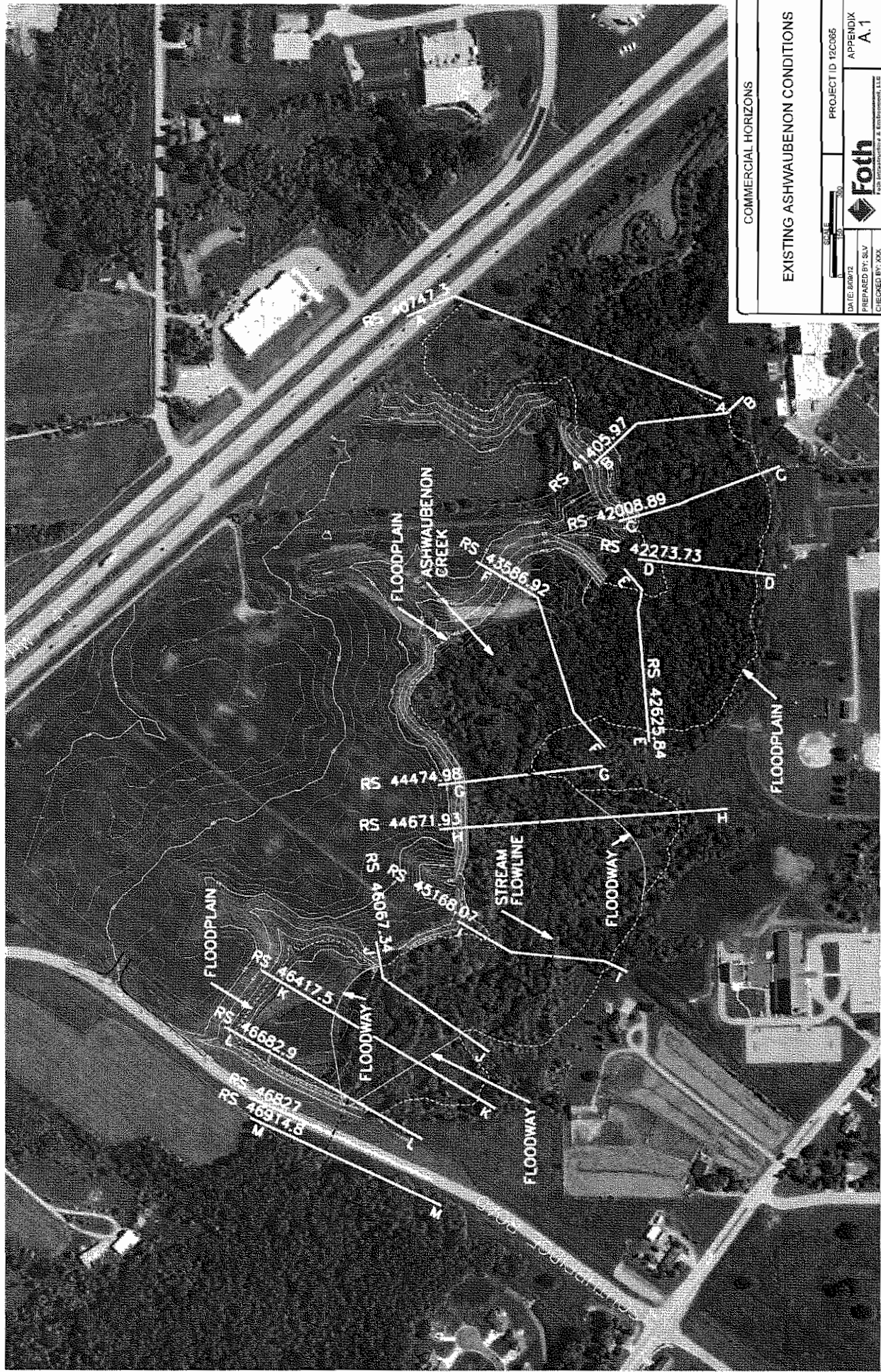
Sincerely,



Shelly Schaetz
Environmental Analysis & Review Specialist

cc: Chuck Karow, DOT District 3
File # 2706





COMMERCIAL HORIZONS

EXISTING ASHWAUBENON CONDITIONS

		PROJECT ID 120065 APPENDIX A.1
DATE 8/20/12 PREPARED BY: SLV CHECKED BY: JOK	Foth Infrastructure & Environment, LLC 2012 Foth Infrastructure & Environment, LLC	

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT, made and entered into this ____ day of _____,
2011, by and between the City of De Pere, Wisconsin, ("City"), and _____
_____, ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description)
_____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

II. SCOPE OF CONSULTANT SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard
specifications, and other information concerning the project that may be applicable in the
the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the author or 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.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

In addition to providing drawings, specifications and other documents in the printed form (also known as hard copies), Consultant shall provide to City these documents in the following electronic forms: _____ at no additional cost to the City. Copies of Documents that may be relied upon by the City are limited to the printed copies that are signed or sealed by the Consultant. Electronic files that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

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. Consultant

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

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records.

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. City shall issue a notice to proceed to Consultant and Consultant shall commence work immediately after notice and proceed with all deliberate speed. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

VIII. COMPENSATION

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

Charges for reimbursable costs determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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

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

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 XVII.

XVII. TERMINATION OF WORK

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

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

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

XVIII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the 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 questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

XIX. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Charlene M. Peterson, Clerk-Treasurer

Date: _____

Date: _____



Robert E. Lee & Associates, Inc.
Engineering, Surveying, Environmental Services

December 27, 2012

Ms. Karen M. Heyrman, P.E.
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115-1199

Green Bay Office
4664 Golden Pond Park Ct.
Hobart, WI 54155
920-662-9641
FAX 920-662-9141
E Mail rel@releesinc.com

RE: Engineering Services Proposal
Pedestrian Crossing AC100A
City of De Pere

Dear Ms. Heyrman:

Thank you for the opportunity to provide this civil engineering services proposal for the above-referenced project. The purpose of this project is to increase the capacity of the waterway crossing of the existing pedestrian trail in the "Preserve". As part of this proposal, Robert E. Lee & Associates, Inc., (REL) will review existing data and propose multiple alternatives to upgrade the trail crossing. Options will be provided based on cost effectiveness with final layout selection by the City of De Pere.

SCOPE OF SERVICES

The scope of services will be broken into four phases: topographic survey, civil engineering with permitting, FEMA – Floodplain Removal, and Wetland Delineation. Listed below is the detail scope of services for each phase, summary of all fees have been provided on the proposed fee schedule attached to this proposal letter.

Topographic Survey

We will utilize topographic data that may already be available for the project area and supplement the initial data with additional data around the newly placed crossing location to ensure the existing infrastructure is properly documented. We will locate all permanent topographic features in the vicinity of the existing storm water outfalls including, but not limited to, concrete and asphalt surfaces; signs; trees; shrubbery; landscaping and substantial vegetation; visibly-marked utility line locations on and adjacent to the parcel, and existing access to public streets. The survey limits are shown on the attached aerial map of the area. We will generate one-foot contours for each site, and show spot elevations on the map, as needed, to clarify certain areas.

Upon your notice to proceed, we will contact Digger's Hotline to arrange for all underground utilities on and adjacent to the site to be marked. By law, Digger's Hotline has ten days to complete markings for planning purposes. We would be able to complete fieldwork for the project ten (10) business days from your notice to proceed, and deliver the final map fifteen (15) business days from your notice to proceed.

Civil Engineering

REL will hold a design kickoff meeting with representatives of the City of De Pere, as necessary, to review the design requirements and provide an opportunity to get input regarding the design criteria. We will then take the HEC-RAS studies, completed for the City and Wisconsin Department of Transportation (WisDOT), and combine and update the study to Wisconsin Department of Natural Resources (WDNR) permitting standards. The following is a scope of the engineering services to be provided.

H & H Analysis Study / Structure Sizing / Construction Plans

In order to determine the full impact of the structure modification with the waterway, REL proposes to conduct a Hydraulic and Hydrologic Analysis in the project area to document the change of peak flood elevation during the 100-year storm event. The analysis will show how water flows through the basin and impacts properties adjacent to the culvert. The following is a detailed summary of the services we will provide:

1. We will complete a Hydrologic Analysis of the drainage basin to determine the design-year storm peak (50 and 100-year) discharge for the channel. Most of this data should already be available from previously completed studies.
2. We will use topographic survey data provided by REL to complete our computer model.
3. We will perform the Hydraulic Analysis using the HEC-RAS software.
4. The Hydraulic Analysis will include the following:
 - A. General information, study criteria, and data used in the analysis.
 - B. Hydrologic Analysis and calculations.
 - C. Hydraulic Analysis and summary of results.
 - D. Recommendation and selection of a culvert size to carry drainage under the pedestrian trail in the "Preserve".

Once the hydraulic study is completed and a structure has been selected, REL will prepare a detailed set of construction plans and technical specifications that will be provided to the City for the purpose of bidding.

REL will submit the final plans to all agencies that are required to review the plans and obtain any permits required by the WDNR and Army Corps of Engineers.

Permitting

Based on the estimated construction scope, the proposed site will require a Chapter 30 individual permit from the WDNR, as well as a permit from the Army Corps of Engineers (USACE) for the structure placement. The same form is used for both agencies and would be submitted by REL on behalf of the City.

Depending on the WDNR requirements, a wetland delineation may be required to be completed for the project. Work required for a wetland delineation has been described in the next section of this proposal. If the WDNR determines a water quality certification is required for this site, an additional permit would be submitted for \$1,300, plus applicable review fees.

FEMA – FLOODPLAIN REMOVAL

Upon completion of Floodplain Analysis and construction of the new facility, a Letter of Map Revision (LOMR) will be submitted to FEMA for review and approval. This LOMR will be submitted based on fill of the floodplain or new placement of the culvert. The LOMR is needed to more accurately reflect the floodplain in the post-construction conditions. The following is a summary of the service required to update the applicable portions of the 100-year floodplain.

LOMR-F

REL will complete and submit a Letter of Map Revision based on fill (LOMR-F) to FEMA once work is completed for the project. The purpose of this submittal is to update a portion of existing study, based on the proposed improvements, and more accurately represent the Special Flood Hazard Area (SFHA).

There is a 30 to 60-day review period that FEMA has, upon receiving the application and all supporting data. We will provide the City with copies of the documents of determination.

WETLAND DELINEATION

If required, a wetland delineation will be completed by NES Ecological Services, a division of REL. NES currently staffs three wetland ecologists with over twenty five years of combined wetland delineation experience. **Both Theran Stautz and James Havel are Assured Wetland Delineators with the WDNR. Wetland delineations conducted by either Mr. Stautz or Mr. Havel do not require concurrence by the WDNR.** Work performed by an Assured Delineator should also help reduce permit review timeframes, resulting in a significant time savings.

The following sections provide an outline of the proposed scope of work, cost, and schedule for the wetland delineation.

SCOPE OF WORK

Task 1. Review of Existing Information

Prior to conducting the wetland delineation, existing information regarding the site will be collected and reviewed. Information reviewed will include the U.S. Geological Survey topographic maps, the WDNR Wetland Inventory Maps, aerial photography, and the *Soil Survey of Brown County, Wisconsin*. These sources will assist in defining site topography and soils, and provide baseline information regarding previous wetland mapping.

Task 2. Conduct Wetland Delineation

NES will conduct a delineation on the parcel according to the routine wetland delineation method defined in the *North Central/Northeast Regional Supplement to the 1987 Corps of Engineers Wetland Delineation Manual*. All wetlands found within the designated project area,

will be identified and flagged. The delineated wetland boundaries will be flagged with consecutively numbered flagging, and data plots will be established on both the upland and wetland sides of the boundary.

Task 3. Field Survey

Once the boundaries and plots are established, NES would be responsible for surveying them and producing a map to be included within the report. We will use our Trimble GeoHX handheld GPS unit (sub-meter accuracy) to collect the survey data. Processed data will be reviewed by a Registered Land Surveyor (RLS) in our office prior to finalizing the map.

Task 4. Preparation of Wetland Delineation Report

At the completion of our fieldwork and after the creation of maps showing the surveyed wetland boundary, NES will prepare a *Wetland Delineation Report* documenting the results of the site investigation. The Wetland Delineation Report will contain both the wetland boundary maps and the NC/NE Supplement Wetland Delineation Data Forms.

Task 5. Follow-up Site Visit

Because the fieldwork will be conducted in the very early portion of the growing season, we may need to conduct a follow-up site visit a couple weeks after the fieldwork is completed to ensure the collected data (i.e., vegetation) and established boundaries are correct.

Task 6. Agency Concurrence

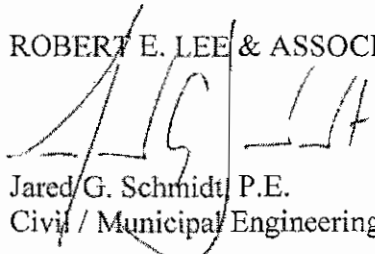
The Wetland Delineation Report will only be sent to the USACE to ensure they agree with the wetland boundary established by NES. As part of the Assured Wetland Delineator Program, wetlands delineated by Mr. Stautz and Mr. Havel are not subject to WDNR concurrence; however, the reports are sent to Madison. Written concurrence from the USACE and Assured Delineations are valid for five years. In some cases, the USACE prefer to conduct a field visit with us to review the delineation before they concur; however, our most recent experiences indicate this is not necessary. Therefore, a site visit is not included in the cost estimate.

December 27, 2012
Ms. Karen M. Heyrman, P.E.
CITY OF DE PERE
Page 5

We are able to begin work on the project immediately upon receiving approval. Attached, and made part of this proposal, is a copy of our Standard Terms and Conditions, dated June 2006. If this proposal is acceptable, please sign in the location of the selected option below, and return a copy for our files. Call me if you have any questions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

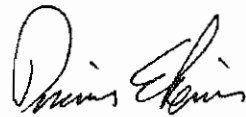


Jared G. Schmidt, P.E.
Civil / Municipal Engineering Manager

JGS/DER/NJM

ENC.

CC/ENC.: Eric Rakers, City Engineer



Dennis E Reim, R.L.S.
Vice President

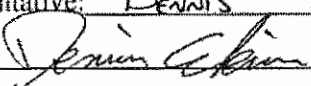
Proposed Fee Schedule

Company Name: ROBERT E LEE & ASSOCIATES

Company Address: 4664 GOLDEN POND PARK CT

Company Address: HOBART, WI 54155

Company Representative: DENNIS REIM V.P.

Signature:  V.P.

Fee (Total): \$ 13,450

Fee Breakdown:

Design and construction plans and technical specifications: \$ 4,900

Flood study modeling and updates: \$ 4,800

WDNR Construction Site Erosion Control Permit: \$ 500

WDNR Chapter 30 Permit: \$ 800

Project Meetings (Two): \$ 500

WETLAND DELINEATION: \$ 1,950

ROBERT E. LEE & ASSOCIATES, INC.

STANDARD TERMS AND CONDITIONS

I. SCOPE

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee time spent working directly on subject project.
3. General and administrative overhead charges distributed on basis of employee time spent working directly on subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.

3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.
4. Living and traveling expenses of employees when away from home office on business connected with the project.
5. Subcontracted services.

III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. 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. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$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 Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

V. SUSPENSION OF WORK

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the 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, Robert E. Lee & Associates, Inc. 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 terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated 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.

VII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. 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. The Agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the 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 the Agreement shall be in full force and effect.

X. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006

RESOLUTION #13-08

APPROVING AGREEMENT FOR ENGINEERING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(Water Tower Reconditioning and Inspection)

WHEREAS, the City is in need of engineering and inspection services for water tower reconditioning plan, specifications and inspection; and

WHEREAS, Robert E. Lee & Associates, Inc. has available and offers to provide personnel and equipment necessary to accomplish those engineering and inspection services within the required time.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Engineering Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Water Tower Reconditioning and Inspection) as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of January, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(Water Tower Reconditioning and Inspection)**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2013, by and between the City of De Pere ("City") and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant"):

WITNESSETH

WHEREAS, the City is in need of engineering and inspection services for water tower reconditioning plan, specifications and inspection; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the December 12, 2012 Request for Proposals (Exhibit A) and Consultants Proposal thereto dated January 8, 2013 (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 ENGINEERING SERVICES

Consultant agrees to perform those engineering 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 Consultant's signing this Agreement, the City gives the Consultant specific authorization to proceed with the work described herein.

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

V. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City, Village of Ashwaubenon and Manitowoc Public Utilities (the three municipalities), as their interests may appear. Consultant shall not be considered the author or 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, and other documents, which rights shall include 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.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records. 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.

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 facility construction plans and technical specifications should be completed in time to advertise for a bid receive date of April 19, 2013 and a May 2013 Public Works project award by City. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay closeout of the contract within said time, Consultant shall so inform the City in writing.

VIII. COMPENSATION

If it is determined by City and Consultant that one set of plans and specifications for the three municipalities will be required for the design and bid phase of this project, the City agrees to pay, and the Consultant agrees to compensation in the amount not to exceed \$18,000 payable in a lump sum at the conclusion of the project. If separate sets plans and specifications are required, the City agrees to pay, and the Consultant agrees to compensation in the amount not to exceed \$20,100 payable in a lump sum at the conclusion of the project. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Should City, without cause, withhold payment for amounts due Consultant, Consultant shall be entitled to recover from City all amounts lawfully due including expenses of collection and attorney fees.

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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

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 solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

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

XII. SUBCONTRACTS

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

XVII. TERMINATION OF WORK

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

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

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

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

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Robert E. Lee & Associates, Inc.
Attention: Dale A. Marsh, P.E.
4664 Golden Pond Court
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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MANITOWOC PUBLIC UTILITIES

1303 South 8th Street P.O. Box 1090 Manitowoc, WI 54221-1090 920-683-4600 FAX 920-686-4348 www.mpu.org

December 12, 2012

Mr. Dale Marsh, P.E.
Robert E. Lee & Associates
4664 Golden Pond Park Ct.
Hobart, WI 54155
(920) 662-9641

RE: Request for Proposal for Water Tower Reconditioning Engineering and Inspection

Dear Mr. Marsh:

Manitowoc Public Utilities (MPU), the Village of Ashwaubenon, and the City of DePere intend on jointly bidding the reconditioning of three elevated water tanks in 2013, as defined in the attached scope of work.

Therefore, on behalf of the three communities, MPU is requesting proposals for the Engineering and Inspection Services for Water Tower Reconditioning Plan, Specifications, and Inspection of the three elevated tanks.

The proposal shall include the following:

1. Project Approach
2. Cost Proposal (see attached form)
3. Critical Phase Inspection Services
4. Schedule
5. Project Team
6. References

The proposal is due back to MPU before Tuesday, January 8, 2013, 1 pm CST.

The Consultant may include any additional information in the appendix. Should you have any questions, please feel free to call me at (920) 686-4354 for any comments or additional information.

Sincerely,

Robert Michaelson, P.E.
Water Systems Manager

enclosure

**REQUEST FOR PROPOSALS
ENGINEERING AND INSPECTION SERVICES
FOR WATER TOWER RECONDITIONING
PLANS, SPECIFICATIONS, AND INSPECTION**

Introduction:

The Village of Ashwaubenon, City of DePere, and Manitowoc Public Utilities (MPU) (**OWNERS**) are soliciting proposals for the **joint collaboration** of engineering and inspection services for the design and preparation of plans and specifications for the rehabilitation, construction management, and field inspection associated with cleaning, repairing and painting three elevated water tanks.

The OWNERS, by publication of this Request for Proposals (RFP), are undertaking a competitive process and do not promise to accept the lowest, or any other, proposal.

The OWNERS specifically reserve the right to reject any or all proposals, to waive any proposal requirements, to investigate the qualifications of any proposal, to obtain new proposals, or to proceed to have the service provided in any way the OWNERS deem appropriate.

Deadline for the proposals is **Tuesday January 8, 2013, 1 pm CST**. Please submit 6 copies of your proposal to:

Robert Michaelson, PE
Water Systems Manager
Manitowoc Public Utilities
1303 S 8th St
Manitowoc, WI 54220
Telephone: (920) 686-4354

Questions regarding the proposal can be directed to the above, as well as:

Doug Martin, PE
Director of Public Works
Village of Ashwaubenon
2155 Holmgren Way
Green Bay, WI 54304
Telephone: (920) 492-2335

Eric Rakers, PE
City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199
Office Phone (920) 339-8095

Owner Consultant Evaluation and Selection Process:

The OWNERS shall review the qualifications of the respondents and shall uniformly evaluate them based on their qualifications using an objective review process. Under the terms of this RFP, engineering and inspection services shall be provided only by organizations that are properly qualified to perform the work.

Those so qualified are:

1. An engineering organization whose principals are registered professional engineers in the State of Wisconsin with experience in: engineering; preparation of plans, specifications, and inspection services; in the performance of rehabilitation work on elevated storage tanks.
2. The inspectors assigned to the work in the field are required to be experienced NACE Certified or NACE Level II coatings inspectors working under the direct supervision of a NACE Certified Coating Inspector or NACE Corrosion Engineer and a Registered Professional Engineer. Experienced welding inspectors are required to be AWS Certified Welding Inspectors working under the direction of a Registered Structural Engineer.
3. All engineering and inspection shall ensure the construction conforms to the requirements of AWWA D100-05; NACE International; American National Standards Institute (ANSI); American Society for Testing and Materials (ASTM); State Health Codes; American Welding Society (AWS); Ten State Standards; and the Occupational Safety and Health Administration (OSHA) Standards.
4. Past record of performance on similar contracts, including such factors as control of costs, quality of work, and ability to meet schedules.
5. Capacity of the respondent to perform the work (including any specialized services) within the time limitations, taking into consideration the current and planned workload of the respondent.
6. Familiar and experienced with the challenges and benefits of joint bidding across multiple municipalities, and capable of administering, managing, and inspecting uniquely different projects with multiple governing bodies.

Municipal Scopes of Work:

The general rehabilitation effort for each community is as follows:

Manitowoc Public Utilities (MPU)

- 1.25-MG hydropillar (fluted column) water tank
- Height: 172 feet above ground
- Last Inspection: Dixon Engineering, 2009
- Work required:
 - Exterior: High-pressure water clean (5,000-10,000 psi), spot power tool clean, and recoat
 - Dry Interior: Abrasive blast clean the topsides of the platforms and the other areas of failed coating, and apply a two coat system.
 - Wet Interior: Abrasive blast clean the tank's entire wet interior to a near white metal condition (SSPCSP10), and apply a three-coat system.
- Attachments/Appurtenances: suspended cathodic protection system, (1) MPU radio antenna
- Anticipated Schedule: Tank can be taken out of service at any time, must be complete by September 2, 2013.

Village of Ashwaubenon

- 750,000 Gallon Spheroid Water Storage Tank
- Height: 165 feet above ground
- Work Required:
 - Full Containment Necessary
 - Exterior: Abrasive blast clean to a near white metal condition (SSPCSP10) and apply a primer coat, intermediate coat, final coat and clear coat.
 - Dry Interior: Abrasive blast clean the topsides of the platforms and the other areas of failed coating and apply a two coat system.
 - Wet Interior: Review previous study of interior wet. Village has limited time that tower can be out of service completely. If wet interior needs to be repaired, develop options for completing while minimizing down time.
- Attachments/Appurtenance: Multiple (6-7) cellular carriers with associated antennas. Removal coordination will be necessary with this project.
- Anticipated Schedule: Tank must be completed by September 2, 2013.

City of DePere

- 250,000 Gallon Five Legged Elevated Water Storage Tank
- Height: 147 feet above the ground
- Work Required
 - Full Containment Necessary
 - Exterior: Abrasive blast clean to a near white metal condition (SSPCSP10) and apply a primer coat, intermediate coat, final coat and clear coat.
 - Dry Interior: Abrasive blast clean and apply a two coat system.
 - Wet Interior: Abrasive blast clean the tank's entire wet interior to a near white metal condition (SSPCSP10), and apply a three coat system.

- Roof ladder to be disconnected from the vent throat and secured to the roof, and the cable safety climb to be tightened. Install a wet ladder and new catwalk manway.
- Install a riser and catwalk manway.
- Install a three screen assembly on the overflow pipe.
- Remove the existing roof vent and replace with a new secure, frost-proof and insect-proof vent.
- Caulk, grout, and repair foundations as required and then apply two coats of epoxy.
- Tighten wind and riser rods, along with anchor bolts and nuts as required.
- Install a water mixing system
- Evaluate if cathodic protection is required with the mixing system.
- Attachments/Appurtenances: Multiple (4-5) cellular carriers with associated antennas. Removal coordination will be necessary with this project.
- Anticipated Schedule: Tank must be completed by September 2, 2013.

Consultant Scope of Work:

The work required of the Consultant will include the following:

1. Feasibility Study

The feasibility study shall include a meeting with the OWNERS to review the municipal scopes of work and discuss the practicability of bidding the three projects as one bid. The OWNERS want to realize the economies of scale, but also recognize the challenges that might come with bidding three unique and different tank rehabilitations as one project. Consultant shall research and provide a recommendation to the OWNERS.

2. Pre-design Services

The work under this section shall include a review and verification of the recommendations included in the inspection and evaluation reports provided by the OWNERS, as noted in the Municipal Scopes of Work.

3. Design Services

The work under this section shall include the following:

- a. The Consultant shall prepare and provide all necessary bid documents and drawings for the tower, foundations, and accessories as follows:
 - All civil, structural, mechanical, electrical and instrumentation drawings.
 - Specifications including both General Conditions and Technical Sections.
 - Alternates will be included within the bid concerning optional work identified by each community.
- b. Provide a final engineering estimate of the painting and reconditioning cost of the towers.

- c. Provide bidding support services including responding to bidders' questions, preparation of addendum, assist in receipt of bids, analysis of bids received, and assist in award of the construction contract.
- d. Manage a pre bid meeting at each facility.

4. Specifications and Contract Documents

The specifications and contract documents will include:

- Section 1 Advertisement for Bids
- Section 2 Instructions to Bidders
- Section 3 Proposal
- Section 4 Project Requirements
- Section 5 Technical Specifications
- Section 6 Supplemental Conditions
- Section 7 General Conditions
- Section 8 Contract Agreement
- Section 9 Payment and Performance Bond
- Section 10 Inspection Report (if available)
- Section 11 Specification Drawings
- Section 12 Surface preparation
- Section 13 Existing Paint Total Lead Test Results
- Section 14 Logo and Lettering

5. Construction Management

The work required of the Consultant under this section shall include the following:

- a. Conduct a preconstruction meeting and distribute meeting minutes
 - b. Review and approval of shop drawings
 - c. Issue contract document clarifications as required
 - d. Process contract change order requests
 - e. Review, correct and approve contractor submitted construction progress schedule
 - f. Process progress pay requests
 - g. Prepare/record drawings
 - h. Monitor contractor progress for conformance with construction schedule
 - i. Work with Owner on the preparation of inspection records and submit weekly, including the monitoring of environmental weather conditions, conformance to environmental regulations, surface preparation inspection, mixing, thinning and applications of coatings for conformance to specifications and coating manufacture requirements and all other requirements.
- 1. OWNERS will provide an on-site inspector for daily inspections. Consultant shall provide inspection for critical phases of the rehabilitation, and submit their proposed critical phase inspections as part of this RFP.**

- j. Hold and report on weekly job site progress meetings
- k. Monitor waste generation at job site. Take TCLP samples, submit for testing and report on results
- l. Review contractor submitted waste disposal plan, TCLP test results and report findings
- m. Conduct final inspection
- n. Prepare and execute punch list and project acceptance certificate
- o. Notification to contractor and Owner of liquidated damages, if required
- p. Resolution/negotiation of liquidated damages
- q. Request final submittal from contractor in conformance with contract documents
- r. Process final pay request/project close-out
- s. Process warranty start date to Owner, contractor and surety

6. Warranty Inspection

OWNERS request the Consultant selected to provide a warranty inspection prior to the warranty expiration date. The Consultant will submit two (2) copies of the warranty report to the OWNERS.

7. Engineering Requirements

The work included under this section shall include the following:

- Registered Professional Engineer in the State of Wisconsin with a minimum of five (5) years' experience in writing plans, specifications and inspection on elevated water storage reservoirs.
- Registered Structural Engineers in the State of Wisconsin with a minimum of five (5) years' experience of structural design on Steel Potable Water Tanks per AWWA D100.

8. Inspection Requirements

The work included under this section shall include the following:

Field Inspection Services shall be performed by:

- Inspectors who are NACE (National Association of Corrosion Engineers) Certified or Level II NACE Inspectors who work directly under a NACE Certified Inspector or NACE Corrosion Engineer.
- Coatings Inspector working under the direct supervision of a Registered Professional Structural Engineer.
- Coating Inspectors who are additionally trained and qualified inspectors who have a minimum of five (5) years' experience in climbing, rigging and performing coating inspections on this type of structure.
- Welding inspectors who are AWS (American Welding Society) Certified Welding Inspectors or are AWS Associate Welding Inspectors.
- Experienced welding inspectors, additionally trained as Level I and II NDE Technicians, who have a minimum of (5) five years' experience in climbing, rigging and performing inspections in accordance to the AWWA D100 Standard.
- AWS Certified Welding inspectors working under the direction of a Registered Structural Engineer.

9. Project Team/Resumes:

Consultant shall identify the project team and submit resumes of all personnel that will work on the project.

10. Project References

Consultant shall submit a list of projects and references over the last five (5) years on projects this size or greater.

Cost Proposal:

The cost of the proposed services shall be submitted for each community as follows:

1. Pre-Design Services
2. Design Services
3. Plans and Specifications
4. Construction Management
5. Critical Phase Inspections
6. Warranty Inspection (11 months after project completion)

Project Bidding – Consultant to provide the cost assuming the three projects are bid as one project. If the during the feasibility study, the OWNERS determine that the preferred alternative is to bid three separate projects, each Owner will bid the project based on the plans and specifications created by the Consultant. See the attached proposal reply form.

Schedule:

The OWNERS intend on receiving the rehabilitation bids for the joint project no later than April 19, 2013, and awarding the rehabilitation projects in May 2013. Consultant shall submit the schedule of key milestones for accomplishing the engineering scope of work to meet the above deadlines.

Factors for Evaluation and Award of Contract:

Proposals shall be reviewed by the OWNERS for the following items:

1. Approach in addressing the issues described in the Scope of Work section.
2. Experience of the proposed personnel relative to the Scope of Work of this RFP, as well as experience of the company as a whole.
3. The length of time the firm shall require to complete the work.
4. Results of reference checks.
5. Completeness of the proposal.
6. Cost of the project.

Informational Meeting:

Due to the uniqueness of this RFP, the OWNERS will host a conference call to discuss the projects, have questions and answers, and clarify any issues before the RFP submittal date. **The call is tentatively scheduled for December 20, 2013, at 9 am.** Contact Rob Michaelson at rmichaelson@mpu.org if your firm intends on participating in the call.

OWNERS reserve the right, without qualifications, to select any proposal, to reject any or all proposals, and to apply its judgment with respect to any proposal submitted. Although costs will

not be the overriding criterion in the selection, the cost may be the determining factor if proposals are deemed to be equal content.

OWNERS reserve the right, to interview any of the responsive consulting engineering firms.

Once a firm has been selected, OWNERS will issue an order to proceed. The firm shall not proceed with any work until the order to proceed has been issued.

**REQUEST FOR PROPOSALS
ENGINEERING AND INSPECTION SERVICES
FOR WATER TOWER RECONDITIONING
PLANS, SPECIFICATIONS, AND INSPECTION**

PROPOSAL REPLY FORM

Manitowoc Public Utilities	Joint Bids	Separate Bids
1. Pre-Design Services	\$	\$
2. Design Services	\$	\$
3. Plans and Specifications	\$	\$
4. Construction Management	\$	\$
5. Critical Phase Inspections	\$	\$
6. Warranty Inspection	\$	\$
Manitowoc Public Utilities Total	\$	\$
Village of Ashwaubenon	Joint Bids	Separate Bids
1. Pre-Design Services	\$	\$
2. Design Services	\$	\$
3. Plans and Specifications	\$	\$
4. Construction Management	\$	\$
5. Critical Phase Inspections	\$	\$
6. Warranty Inspection	\$	\$
Village of Ashwaubenon Total	\$	\$
City of DePere	Joint Bids	Separate Bids
1. Pre-Design Services	\$	\$
2. Design Services	\$	\$
3. Plans and Specifications	\$	\$
4. Construction Management	\$	\$
5. Critical Phase Inspections	\$	\$
6. Warranty Inspection	\$	\$
City of DePere Total	\$	\$
GRAND TOTAL	\$	\$

January 08, 2013

Engineering Services Proposal

Water Tower Reconditioning Engineering and Inspection
Village of Ashwaubenon, City of De Pere, Manitowoc Public Utilities

 **Robert E. Lee & Associates, Inc.**
Engineering, Surveying and Environmental Services

4664 Golden Pond Park Court, Hobart, WI 54155 • Phone: 920.662.9641 • Fax: 920.662.9141
dmarsh@releeinc.com • www.releeinc.com



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

January 8, 2013

Mr. Robert Michaelson, P.E., Water Systems Manager
MANITOWOC PUBLIC UTILITIES
1303 S. 8th Street
Manitowoc, WI 54220

Green Bay Office
4864 Golden Pond Park Ct.
Hobart, WI 54155
920-662-9641
FAX 920-662-9141
E Mail rel@releeinc.com

RE: Request for Proposal For Engineering and Inspection Services For
Water Tower Reconditioning

Dear Mr. Michaelson:

We are pleased to provide our proposal for professional engineering services associated with the water tower painting projects located in the City of Manitowoc, the Village of Ashwaubenon, and the City of De Pere. Our proposal has been prepared based on the Request for Proposals published, December, 2012.

The highest priority work item for this project is to first set up each municipality's work items, schedule, and costs. This will be completed utilizing work item cost tables and schedules developed for each municipality. The second priority work item to ensure a successful project of this magnitude is REL teaming up with the nationally renowned firm, KTA Tator. With the assistance of their personnel, REL and KTA Tator will together be able to address any major items, associated with the paint and structural obstacles or situations of the existing tanks.

Robert E. Lee & Associates has a vast amount of experience in completing projects of this nature where multiple projects were bid as one with major cost savings. Recent elevated storage tank inspection services that Robert E. Lee & Associates provided included tanks in the City of Peshtigo, Village of Hobart, City of New Holstein, Village of Luxemburg, Village of Valders, Village of Bellevue, and Village of Pulaski.

We are confident, based on our scope of engineering services, engineering services cost, and previous experience with tank painting projects that Manitowoc, Ashwaubenon, and De Pere will find Robert E. Lee & Associates the best qualified for this project.

If you have any questions or need any additional information, please do not hesitate to call. We look forward to working with the municipalities on these tank painting projects.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Dale A. Marsh P.E.
Civil Engineering Manager

DAM/MJL/JME

ENC.

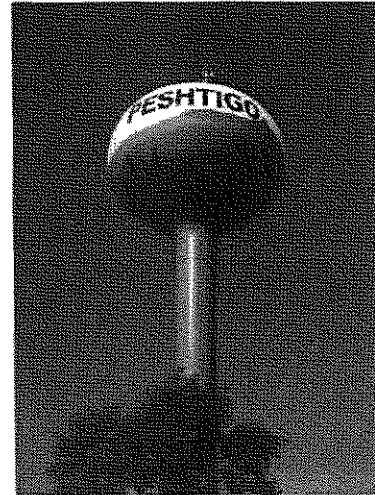
Mark J. Larson
President

PROJECT APPROACH

The following provides the scope of engineering services for the existing elevated storage tanks:

Feasibility Study Phase

1. Attend a project kick-off meeting with the project teams
2. Review the recommendations of the inspection report, review scope of engineering services, project schedule, and project issues.
3. Discuss the bidding process and pre-qualification of painting contractors with each municipality. Prepare and distribute meeting notes to all attendees.



Pre-Design Phase

1. Prepare plans and specifications for the interior blasting, recoating, and overcoating specifically for each project.
2. Specifications shall be prepared in conformance with CSI format and EJCDC General Conditions.

Design Phase

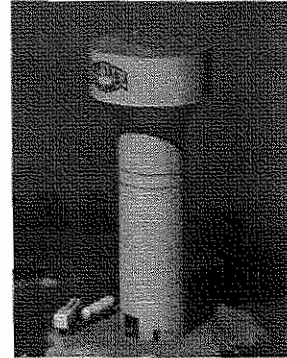
1. Meet with each municipality to review the plans and specifications and obtain comments. Prepare meeting notes and distribute to all attendees.
2. Revise and finalize the plans and specifications, based on the review meetings.
3. Provide an Engineer's estimate of probable construction costs for each project.
4. Submit the plans and specifications to the Wisconsin Department of Natural Resources (WDNR) for review and approval. Meet with Kris Khatri, WDNR water reviewer to obtain a quick approval of the plans and specifications for each project. Coordinate approval and answer any questions from the WDNR.
5. Provide final plans and specifications. Robert E. Lee & Associates will provide hard copies of the plans and specifications to each municipality. Plans and specifications will be made available to perspective bidders, either electronically or in hard copy format.
6. Prepare the advertisement for bid and submit to local paper.

Bidding Phase

1. Once the scope of each project is determined in detail, bid options will be developed and presented with the pros and cons of each option. Optional bid items and schedule will be developed for the team to review and select the best option for the multiple tanks. The options will also be reviewed with paint contractors to QA/QC the options, so as to make it a successful bidding project.
2. Prepare all construction award documents and coordinate signatures by contractor and each municipality.

PROJECT APPROACH

3. Assist each municipality in obtaining bids for their project. Services shall include answering contractor questions and preparing addenda to interpret or clarify the plans and specifications.
4. Attend the bid opening, evaluate the bids, and prepare a bid tabulation and recommendation of award letter.
5. If desired, attend a Council Meeting to discuss the bids and make a recommendation of award for each project.



Construction Phase

1. Attend and coordinate the pre-construction meetings. Prepare a summary of the pre-construction meeting, and issue meeting notes to all attendees.
2. Review construction schedules for each project. Coordinate weekly meetings to verify project schedules and how each relates to the entire project.
3. Review and approve shop drawings and other data, which the contractor is required to submit.
4. Provide on-site construction inspection for all phases of sandblasting, painting, and spot repairs. The construction schedule will be established 30 days prior to the commencement of work. Robert E. Lee & Associates has several competent inspectors, one of which will be on-site for eighteen critical phase.
5. Prepare inspection reports and make them available to each municipality on a weekly basis.
6. Prepare all field orders, change order requests, payment requests, and coordinate approvals.
7. Review completed construction activities when the contractor indicates the work is substantially complete. A punch list will be prepared in conjunction with each project and distributed to the contractor. Visit the site to determine all punch list items are completed.
8. Prepare substantial and final completion documents for each project.
9. Provide each municipality with a copy of all shop drawings, test records, and inspection reports. The shop drawings shall be tabulated in accordance with the specification number.
10. Each municipality and Robert E. Lee & Associates will assist the contractor in disinfecting, monitoring the outcome, and placing the water tower back into service.
11. Visit each site eleven months after completion, and prepare a punch list of items that need to be addressed prior to the warranty period end. Coordinate completion of all items on the punch list. Complete one-year annual inspection.



**REQUEST FOR PROPOSALS
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FOR WATER TOWER RECONDITIONING
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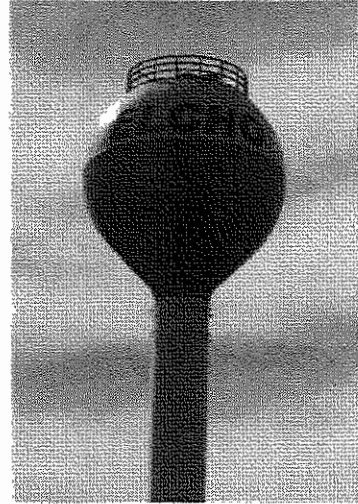
PROPOSAL REPLY FORM

Manitowoc Public Utilities	Joint Bids	Separate Bids
1. Pre-Design Services	\$ 600	\$ 500
2. Design Services	\$ 2,800	\$ 3,000
3. Plans and Specifications	\$ 1,800	\$ 2,000
4. Construction Management	\$ 2,000	\$ 3,000
5. Critical Phase Inspections	\$ 9,500	\$ 10,500
6. Warranty Inspection	\$ 600	\$ 800
Manitowoc Public Utilities Total	\$ 17,300	\$ 19,800
Village of Ashwaubenon	Joint Bids	Separate Bids
1. Pre-Design Services	\$ 500	\$ 500
2. Design Services	\$ 3,300	\$ 3,500
3. Plans and Specifications	\$ 2,300	\$ 2,500
4. Construction Management	\$ 4,000	\$ 5,000
5. Critical Phase Inspections	\$ 7,000	\$ 7,700
6. Warranty Inspection	\$ 400	\$ 800
Village of Ashwaubenon Total	\$ 17,500	\$ 20,000
City of DePere	Joint Bids	Separate Bids
1. Pre-Design Services	\$ 500	\$ 500
2. Design Services	\$ 2,800	\$ 3,000
3. Plans and Specifications	\$ 2,800	\$ 3,000
4. Construction Management	\$ 4,500	\$ 5,000
5. Critical Phase Inspections	\$ 7,000	\$ 7,800
6. Warranty Inspection	\$ 400	\$ 800
City of DePere Total	\$ 17,500	\$ 20,100
GRAND TOTAL	\$ 52,300	\$ 59,900

CRITICAL PHASE INSPECTION SERVICES

The following provides the critical phase inspection services that will be provided:

- ◆ Verify location of each municipality's logo.
- ◆ Verify the role of the Owner and inspector to assure quality control is being performed.
- ◆ Meet with the Owner and antenna representatives.
- ◆ Verify site constraints.
- ◆ Verify impact of area around site.
- ◆ Verify lead content of existing paint system for lead and heavy metals to determine if a blast-ox additive can be used to stabilize the lead and heavy metals.
- ◆ Develop a pre-surface preparation inspection to verify fabrication defects are corrected.
- ◆ Verify that cutting compounds, lubricants, and chemical contamination are sufficiently removed.
- ◆ Prepare test site for blasting material to verify the steel profile meets specification for each paint system on a complete blast.
- ◆ Correct/replace all work items that are recommended steel work prior to the painting of each tank.
- ◆ Verify if there is lead paint present and verify all personnel are trained for lead exposure on-site. The site shall be isolated from the public.
- ◆ Power tool clean areas of repairs on tanks with overcoats.
- ◆ Verify enclosures meet WDNR requirements for dust control.
- ◆ Verify abrasive material is non-hazardous.
- ◆ Verify blasting materials test site meet SSPC or NACE specifications.
- ◆ Verify air temperature and metals temperature prior to the start of each tank painting.
- ◆ Verify relative humidity is within the paint manufacturer's specifications.
- ◆ Verify the primer coat is applied with the paint manufacturer's specifications.



CRITICAL PHASE INSPECTION SERVICES

- ◆ Verify the dry mil thickness of the primer, intermediate, and final coat of painting using SSPC PA 2 standards.
- ◆ Again, testing mil thickness of each paint system will be performed for each application, using an electronic mil thickness device.
- ◆ Mixing of paint will be verified.
- ◆ Quantity of each paint system will be recorded and compared to the calculated amount for a double check.
- ◆ Verify no additives were added during the paint mixing.
- ◆ Verify the sweat in time between coat systems.
- ◆ Review with each manufacturer the limits of each paint system for applications.
- ◆ Develop punch list items for each phase prior to starting next phase (example – blasting must be punch listed and corrected prior to prime coat of paint).
- ◆ Also, all paint materials must be verified that it is within the manufacturer's shelf life prior to acceptance of the paint.
- ◆ Inspect all modifications to the tank as specified to meet WDNR requirements.
- ◆ Develop punch list items and review with each Owner.
- ◆ Finalize punch list items.
- ◆ Complete final punch list 11-months after acceptance prior to one year warranty closure period.



PROJECT SCHEDULE

Robert E. Lee & Associates will dedicate the appropriate resources to ensure that the project schedule is met. The following provides the proposed project schedules. The project schedules are tentative and will be adjusted to meet the needs of each of the municipalities.

TASK	DATE
Submit Engineering Services Proposal	January 8, 2013
Award of Contract	January 2013
Feasibility Study	January 2013
Pre-Design	February 2013
Design	February 2013
Specifications	February 2013
Bidding	March 2013
Project Award	April 2013
Begin Construction	May 2013
Complete Project Punchlists	September 2013
One Year Warranty Meeting	August 2014

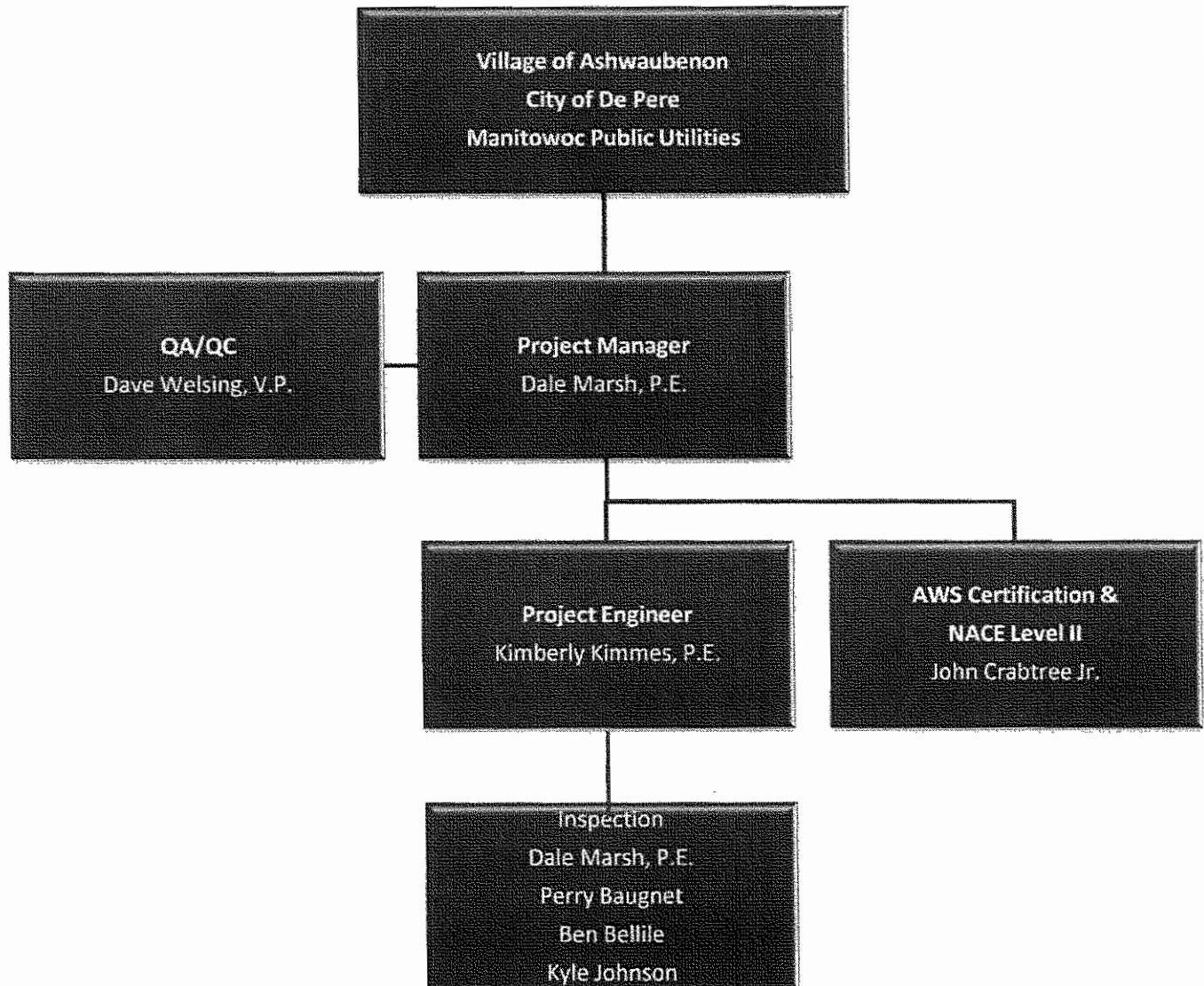


PROJECT TEAM

The project management approach at Robert E. Lee & Associates is based on the simple philosophy of maintaining a personal partnership with the Municipalities throughout the duration of the project. Dale Marsh will act as the Project Manager and will be responsible for maintaining this relationship. It is the intent of Robert E. Lee & Associates to work as an extension of each Municipalities staff to ensure that each project is a success.

Robert E. Lee & Associates project team has the following qualifications that are necessary for this project:

1. Surface preparation and coating application certification.
2. Lead exposure in construction training certification.
3. Hazardous coatings, design management of maintenance removal certification.
4. Basic coating inspection certification.
5. AWS certified welding inspector.
6. NACE certification inspector.



**REQUEST FOR PROPOSALS
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PLANS, SPECIFICATIONS, AND INSPECTION**

ADDENDUM #1

January 4, 2013

Manitowoc Public Utilities (MPU), the Village of Ashwaubenon, and the City of DePere are issuing an addendum to the previously issued RFP for the reconditioning of three elevated water tanks in 2013.

Consultants are instructed to make the following change to the RFP, as follows:

Page 2, Paragraph 2:

DELETE existing paragraph and REPLACE with:

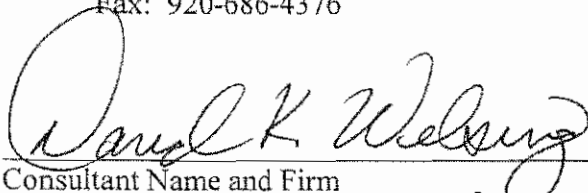
2. The inspectors assigned to the work in the field shall have at least 10-years of experience related specifically to steel water tank recoating, and shall work under the direction of a Registered Professional Engineer. Consultants shall provide certifications for field representatives that will be involved on the project, including NACE Certified Coating and AWS Certified Welding.

Include a signed copy of this addendum with the submitted proposal.

Please acknowledge the receipt of this addendum via e-mail or fax:

E-mail: rmichaelson@mpu.org

Fax: 920-686-4376

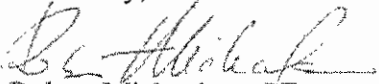

Consultant Name and Firm
ROBERT E. LEE & ASSOC

1-8-13

Date

Feel free to contact me with any questions or concerns.

Sincerely,



Robert Michaelson, PE
MPU Water Systems Manager
920-686-4354

***** END *****

RESOLUTION #13-09

AUTHORIZING AMENDMENT TO
SOFTWARE SERVICE AGREEMENT WITH IQM2

WHEREAS, the City has an Agreement with IQM2 for software and service with respect to online video streaming capabilities for public meetings; and

WHEREAS, the City is interested in adding the MinuteTraq functionality to the current system to aid in more effective and efficient electronic minute taking; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval of the Agreement Addendum attached as Exhibit 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute such Agreement Addendum with IQM2 (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of January, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____



12369 Sunrise Valley Drive, Suite D2
Reston, VA 20191

De Pere City, WI and IQM2 at Carahsoft, MinuteTraq Add-on and MediaTraq cost Reduction

This document represents the addition of the full MinuteTraq functionality into the existing terms for De Pere City, WI. This special structure will reduce the current MediaTraq costs and provide the full legislative process platform for a nominal increase:

- Training Costs
- No Upfront Implementation, Set Up Costs
- Unlimited Users
- Unlimited Meeting Groups
- Unlimited Storage
- Month to Month terms
- De Pere City, WI can stop paying at any time

Current MediaTraq Cost: \$561 / per month
Combined MediaTraq and MinuteTraq = \$950/month
Reducing MediaTraq cost by \$232/month
Starting January 1, 2013 - December 31, 2013

Please Sign Below and Send to:
KATIE DYER
IQM2 AT CARAHSOFT TECHNOLOGY CORP.
12369 Sunrise Valley Drive, Suite D2
Reston, VA 20191
Direct : (703) 889-9701
Fax : (703)871-8505
KATIE.DYER@CARAHSOFT.COM

De Pere City, WI

Carahsoft Technology

Signature

Signature

Date:

Date:

RESOLUTION #13-10

AUTHORIZING DIVISION OF PUBLIC HEALTH CONTRACT AGREEMENT
DPH CONTRACT #22026

WHEREAS, the City of De Pere is eligible for and has received funding from the State of Wisconsin Division of Public Health of the Department of Health Services, funding in an amount not to exceed \$17,239 in 2013 for the following programs:

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Division of Public Health Contract Agreement #22026 (Exhibit A) together with subsequent renewals thereof provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of January, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**DIVISION OF PUBLIC HEALTH
CONTRACT AGREEMENT
DPH CONTRACT #22026**

Contract Preamble

This Contract Agreement is entered into for the period **January 1, 2013 through December 31, 2013**, by and between the State of Wisconsin represented by its Division of Public Health of the Department of Health Services, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and **De Pere Department of Public Health**, whose principal business address is 335 South Broadway De Pere, WI 54115-2593, hereinafter referred to as Contractee.

The Contractee address above is the address to which payments shall be mailed. If any legal notices required to be sent to the Contractee in the execution of this Contract Agreement should be sent to an address different from the Contractee address noted above, that address should be provided below:

Whereas, the Contractor wishes to purchase services from the Contractee as it is authorized to do by Wisconsin law; and whereas, the Contractee is engaged in furnishing the desired services; now, therefore, the Contractor and the Contractee agree as follows:

I. SERVICES TO BE PROVIDED

The Contractee agrees to provide services consistent with the purposes and conditions of the contract. A detailed description of the objectives to be attained and the documentation associated with that attainment is part of this Contract Agreement as listed in Exhibits I and II, which are attached to this Agreement.

II. CONTRACT ADMINISTRATION

The Contractor's Contract Administrator is **Susan Nelson** of the Division of Public Health, whose principal business address is 200 N. Jefferson, Suite 511, Green Bay, WI 54301-5123. The telephone number of the Contractor's Contract Administrator is (920)448-5231. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractor will contact the Contractee and designate a new Contract Administrator.

The Contractee's Contract Administrator is **Sonja Jensen**, whose principal business address is 335 South Broadway De Pere, WI 54115-2593. The telephone number of the Contractee's Contract Administrator is (920)339-4054. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractee will contact the Contractor and designate a new Contract Administrator.

III. COST OF SERVICES

The Contractor agrees to pay the Contractee in accordance with the terms and conditions of this Contract Agreement, an amount not to exceed **\$17,239**. This amount is contingent upon receipt of sufficient funds by the Contractor.

The Contractor will not make payments for costs in excess of the Contract Agreement amounts or for costs incurred outside the Contract period. Further, the Contractor will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.

Payments through June 30, 2013 are limited to 6/12th of the contract with the balance paid after July 1, 2013 based on reported costs up to the contract level. This applies only to profiles 157720 (childhood lead) and 159320 (MCH).

IV. PAYMENT FOR SERVICES

- A. The Contractor, following execution of this Contract Agreement, but not prior to the first day of the contract period, may pay to the Contractee one month's estimated operating costs of the Contract amount for each of the first three months of this Agreement. If such prepayments are made, these prepayments may be recovered from future payments due the Contractee under this Agreement.
- B. Payments will be made monthly based on expense reports submitted by the Contractee on the DES F-80862 CARS Expenditure Report. Claims for reimbursement of allowable costs shall be submitted to the Department not later than the fifteenth (15th) day of the month following the month in which costs are incurred. The Contractee shall report, by Contractor assigned profile number, all allowable costs plus any required matching funds stipulated in the reporting instructions for this Contract which are incorporated by reference. See DHS Allowable Cost Policy Manual that is available for viewing at: <http://www.dhs.wisconsin.gov/grants/Administration/AllowableCost/ACPM.htm>.
- C. The Contractee shall submit the request for reimbursement (DES F-80862) to:

Department of Health Services
BFS/CARS Unit, DES
PO Box 7850
Madison WI 53707-7850
- D. Expense Reports received timely (by the 15th of the month) will be reviewed and processed by the 20th of the following month.
- E. All Payments will be made as electronic funds transfer. Non-municipalities (Non-Profit, UW Departments, other state agencies) will receive their deposit on the 1st of the month or the first banking day following the scheduled payment date, whichever is later. Municipalities (counties, cities, villages) will receive their deposit on the 5th of the month or the first banking day following the scheduled payment date, whichever is later. CARS agency reports are available not less than five days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type to reconcile to the electronic funds transfer deposited into your account.
<http://apps.health.wisconsin.gov/cars/GetIndexServlet>
- F. Payments made to the Contractee, including prepayments made in accordance with the preceding Item A and expense reimbursement shall not exceed the total Agreement amount.
- G. If the Contractor determines, after notice to the Contractee and opportunity to respond, that payments were made that exceeded allowable costs, the Contractee shall refund the amount determined to be in excess within 30 days of invoicing or notification by the Department. The Contractor may, at its sole discretion, effectuate such refund by withholding money from future payments due the Contractee at any time during or after the Contract period. The Contractor also may recover such funds by any other legal means.

V. PROGRAM REPORTING

- A. The Contractee shall comply with the program reporting requirements of the Contractor as specified during the negotiation process and as stated in Exhibits I and II of this Contract Agreement. The required reports shall be forwarded to the Contractor's Contract Administrator according to the schedule as specified in Exhibits I and II.
- B. Failure to submit the reports specified in the reporting instructions may result in the Contractor rendering liquidated damages pursuant to Section XVII of this contract.

VI. STATE AND FEDERAL RULES AND REGULATIONS

- A. The Contractee agrees to meet State and Federal laws, rules and regulations, and program policies applicable to this Contract Agreement.

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

C. The Contractee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

D. Affirmative Action Plan

1. As required by Wisconsin's Contract Compliance Law (s. 16.765, Wis. Stat.), every Contractee contracting with the Contractor must agree to equal employment and affirmative action policies and practices in its employment programs. The Contractee must submit an Affirmative Action Plan to the Contractor in accordance with the Wisconsin Office of Contract Compliance instructions posted on the following website: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>.

2. An Affirmative Action Plan is required from a Contractee who receives a state contract over \$50,000 AND who has a workforce of twenty-five (25) or more employees as of the award date, unless the Contractee is exempt by established criteria. The plan is due to the Contractor within fifteen (15) working days of the award date of the Contractee's contract. The plan must have been prepared or revised not more than one year prior to the award date of the contract. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$50,000, must submit Affirmative Action Plans in the same manner as other Contractees.

3. The Contractee must submit its affirmative Action plan or request for exemption from filing an affirmative action plan in accordance to the Wisconsin Office of Contract Compliance within fifteen (15) working days to:

Department of Health Services
Office of Procurement and Contract Management, DES
Affirmative Office Contract Officer
1 West Wilson Street, Room 665
P.O. Box 7850
Madison, WI 53707

E. Civil Rights Compliance

1. In agreements for the provision of services to clients, the Contractee must comply with all Federal Civil Rights laws applicable to service delivery requirements. All Contractees must submit a Civil Rights Compliance Letter of Assurance within fifteen (15) working days of the award date of the Contract Agreement in accordance with the procedures outline on the following website: <http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.

2. The Contractee agrees that it will comply with all Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, the Wisconsin Fair Employment Act and applicable amendments and other Federal Civil Rights laws listed in the Civil Rights Compliance Plan. If the Contractee complied with the Contractor's CRR Plan requirements during the previous year for a contract that covers the applicable compliance period, the Contractee is deemed to be in compliance for the applicable period.

3. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age (USDA-FNS program funding protects political belief or political affiliation when Food Stamp Act funding is received). This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All

employees of the Contractee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

4. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. Unless otherwise exempted under Executive Order 11246, as amended, and Section 503 of the Rehabilitation of 1973, or if the Contractee is considered to be a Federal Contractor, the Contractee assures that it will comply with these requirements. All employees of the Contractee are expected to support goals and programmatic activities relating to non-discrimination in employment.
5. The Contractee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator when the Contractee is engaged in the provision of service delivery. The discrimination complaint process must be posted in conspicuous places available to applicants and recipients of services, and applicants for employment and employees. The complaint process will be according to the Contractor's standards and the Contractee shall post the complaint process notice translated into the major primary languages of the Limited English Proficient participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Contractee shall not request interpretation services from family members, friends and minors. However, the participant may request a family member or friend to serve as interpreter. Under no circumstance will a minor be allowed to serve as interpreter.
6. The Contractee agrees to comply with the Contractor's guidelines for ensuring Access and Equal Opportunity in Service Delivery and Employment by Recipients of Federal and State Funded Programs, Services and Activities issued by the State of Wisconsin, Department of Health Services, Department of Children and Families and Department of Workforce Development; which can be found on the following website: <http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.
7. Requirements herein stated apply to any subcontracts or grants. The Contractee has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not obtain a Subcontractee Civil Rights Compliance Plan or monitor that subcontractor.
8. The Contractor will monitor the Civil Rights Compliance of the Contractee. The Contractor may conduct reviews to ensure that the Contractee is ensuring compliance by its subcontractees according to guidelines in the State of Wisconsin Department of Workforce Development, Department of Children and Families and Department of Health Services most recent Civil Rights Compliance Plan requirements. The Contractee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Contractee, as well as interviews with staff, clients, and applicants for services, subcontractors, providers, and referral agencies. The reviews will be conducted according to Department procedures. The Contractor will also conduct reviews to address immediate concerns of complainants.
9. Where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not monitor the Subcontractee's compliance with the Civil Rights Compliance Plan.
10. The Contractee agrees to cooperate with the Contractor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

F. The Contractee agrees that it will:

1. hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client;

2. provide reasonable accommodations or language assistance to the client during the application process, in the receipt of services, and in the processing of complaints or appeals;
3. train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics;
4. make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired;
5. post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

VII. PRIVACY AND CONFIDENTIAL INFORMATION

- A. The Contractee shall not use Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Contractee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.
- B. Contractee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.
- C. Contractee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractee on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.
- D. If requested by the State, Contractee shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement.
- E. Definitions used herein:
 1. "Confidential Information" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; (iii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information designated as confidential in writing by the State.
 2. "Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 3. "Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA

profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

VIII. SUBCONTRACTS

- A. The Contractee may subcontract all or part of this Contract Agreement as agreed to during contract negotiation. The Contractor reserves the right of approval for any subcontracts and the Contractee shall report information relating to subcontracts to the Contractor. A change in a subcontractor or a change from direct service provision to a subcontract may only be executed with the prior written approval of the Contractor. In addition, Contractor approval may be required regarding the terms and conditions of the subcontracts, and the subcontractors selected. Approval of the subcontractors will be withheld if the Contractor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided, objectives to be attained, or required quality criteria.
- B. The Contractee retains responsibility for fulfillment of all terms and conditions of this Contract Agreement when it enters into sub-contractual agreements and will be subject to enforcement of all the terms and conditions of this Agreement.

IX. GENERAL PROVISIONS

- A. Any payments of monies to the Contractee by the Contractor for services provided under this Contract Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Contractee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. The Contractee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract Agreement without the written consent of the employer of such person or persons and of the Contractor.
- D. If a state public official (s.19.42, Wis. Stats.), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls a ten (10) percent interest is a party to this Contract Agreement; and, if this Contract Agreement involves payment of more than \$3,000 within a 12-month period, this Contract Agreement is void unless appropriate disclosure is made according to s.19.45 (6), Wis. Stats., before signing the Contract Agreement. Disclosure must be made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave. 3rd floor, Madison, Wisconsin 53703 (telephone 608/266-8005).
- E. If the Contractee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.
- F. The Contractee agrees that funds provided under this Contract Agreement shall be used to supplement or expand the Contractee's current public health service efforts, not to replace or allow for the release of available local (Contractee) funds for alternative uses. If the Contractor determines that local funds supporting public health services or funds under this Agreement have been released for alternative uses (supplanting), the Contractee may be subject to a proportionate reduction in funding under this Agreement in the current or subsequent contract year.

X. ACCOUNTING REQUIREMENTS

- A. For Contract Agreements of twenty-five thousand dollars (\$25,000) or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See DHS' Allowable Cost Policy Manual, available upon request from the Contract Administrator or from the Audit Section,

Office of the Inspector General, Department of Health Services, One West Wilson Street, PO Box 309, Madison WI 53701-0309.)

- B. For Contract Agreements of less than twenty-five thousand dollars (\$25,000), the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's Allowable Cost Policy Manual.
- C. The Contractee's accounting system shall allow for accounting for individual contracts or grants, permit timely preparation of expenditure reports (required by the Contractor as defined in Section IV), and support expenditure reports submitted to the Contractor.
- D. The Contractee shall reconcile costs and match to expenses recorded in the Contractee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Contractor upon request. The Contractee shall retain the reconciliation documentation in accordance with the record retention requirement specified in this Contract Agreement.
- E. Expenditures of funds from this Contract Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual.

XI. CHANGES IN ACCOUNTING PERIOD

- A. The Contractee's accounting records are maintained on a fiscal year basis, beginning on the date indicated in the CARS Payment Information section of this contract. During the contract period, the accounting period may only be changed with prior written approval from the Contractor. The Contractor may approve a change in accounting period only if the Contractee has a substantial, verifiable business reason for changing the accounting period and agrees to submit a closeout audit, as defined in Section XIII, H, within 90 days after the first day of the new accounting period.
- B. Proof of Internal Revenue Service approval shall be considered verification that the Contractee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Contractee of reporting or audit requirements of this Contract Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

XII. PROPERTY MANAGEMENT REQUIREMENTS

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

XIII. AUDIT REQUIREMENTS

- A. Requirement to Have an Audit: Unless waived by the Contractor, the Contractee shall submit an annual audit to the Contractor if the total amount of annual funding provided by the Contractor (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In

determining the amount of annual funding provided by the Contractor, the Contractee shall consider both: (a) funds provided through direct contracts with the Contractor; and (b) funds from the Contractor passed through another agency which has one or more contracts with the Contractee.

- B. **Audit Requirements:** The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, issued by the U.S. Government Accountability Office; and the Department of Health Services Audit Guide (www.ssag.state.wi.us). The audit shall also comply with the requirements in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" if the agency meets the criteria for needing a federal single audit.
- C. **Reporting Package:** The Contractee shall send to the Contractor a reporting package which includes the following:
 - 1. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractee.
 - 2. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) *or* written assurance that a Management Letter was not issued with the audit report.
 - 3. Management responses/corrective action plan for each audit issue identified in the audit.
- D. **Sending the Reporting Package:** The Contractee shall send the required reporting package to the Contractor either: (a) within nine (9) months of the end of the Contractee's fiscal year if the Contractee is a local government, or (b) within 180 days of the end of the Contractee's fiscal year for non-governmental Contractee agencies.

Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with cc to the auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

- E. **Access to Auditor's Work Papers:** When contracting with an audit firm, the Contractee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
- F. **Access to Contractee Records:** The Contractee shall permit appropriate representatives of the Department and/or the Contractor to have access to the Contractee's records and financial statements as necessary to review Contractee's compliance with the Federal and State requirements for the use of the funding.
- G. **Failure to Comply with the Requirements of this Section:** In the event that the Contractee fails to have an appropriate audit performed or fails to provide a complete audit report to the Contractor within the specified timeframes, in addition to applying one or more of the liquidated damages available in this Contract Agreement, the Contractor may:
 - 1. Conduct an audit or arrange for an independent audit of the Contractee and charge the cost of completing the audit to the Contractee;
 - 2. Charge the Contractee for all loss of Federal or State aid or for penalties assessed to the Contractor because the Contractee did not submit a complete audit report within the required timeframe; and/or
 - 3. Disallow the cost of audits that do not meet these standards.
- H. **Closeout Audits:**
 - 1. A specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Contractee ceases operations or when the Contractee

changes its accounting period (fiscal year). The purpose of the audit is to closeout the short accounting period. The required closeout audit may be waived by the Contractor upon written request from the Contractee, except when the agreement is terminated for cause. The required closeout audit may not be waived when an agreement is terminated for cause.

2. The Contractee shall ensure that its auditor contacts the Contractor prior to beginning the audit. The Contractor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Contractor, is the responsibility of the Contractee.
3. The Contractor may require a closeout audit that meets the audit requirements specified in XIII, 2 above. In addition, the Contractor may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
4. All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

XIV. OTHER ASSURANCES

- A. The Contractee shall notify the Contractor in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractee, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- B. The Contractee shall notify the Contractor, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Contract Agreement for which the Contractor has reimbursed or will reimburse the Contractee. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractee to resolve the dispute.
- C. The Contractor may require written assurance at the time of entering into this Contract Agreement that the Contractee has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the Contractor.
- D. The Contractee certifies that neither the Contractee organization nor any of its principals are debarred, suspended, or proposed for debarment for Federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Contractee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

XV. RECORDS

- A. The Contractee shall maintain both written and electronic records as required by State and Federal law and as required by program policies. Records shall be maintained using accepted filing practices to allow for ready access.
- B. The Contractee and its subcontractees shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide services under this Contract Agreement.

- C. The Contractee shall maintain and retain such records and financial statements for six (6) years from the closeout of the contract in accordance with DHS retention period for Grant Management Records. In addition, records for periods which are under audit or subject to dispute or litigation MUST BE RETAINED until the audit/dispute/litigation, and any associated appeal periods have ended.
- D. The use or disclosure by any individual, of any information, for any purpose not connected with the administration of the Grantee's or the Grantor's responsibilities under this contract, is prohibited, except with the INFORMED, written consent of the eligible individual or the individual's legal guardian.
- E. The Contractee, upon the Contractor's request, will transfer records under this Contract Agreement at no cost to the Contractor. The Contractee shall index and organize records to be transferred in the manner directed by the Contractor.

XVI. AGREEMENT REVISIONS AND/OR TERMINATION

- A. The Contractee agrees to re-negotiate with the Contractor this Contract Agreement or any part thereof in such circumstances as:
 - 1. Increased or decreased volume of services as required by the Contractor;
 - 2. Changes required by State and Federal law or regulations, or court action; or,
 - 3. Increase or reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a re-negotiated Contract Agreement under these circumstances is cause for the Contractor to terminate this Agreement.

- B. This Contract Agreement can be terminated for any reason by a 30-day written notice by either party.
- C. Revision of this Contract Agreement may be made by mutual agreement. The revision will be effective only when the Contractor and Contractee attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or grant award amount, where such increase in funds is for the same purpose as originally agreed upon, the Agreement may be amended by a unilateral amendment made by the Contractor.
- D. The Contractee shall notify the Contractor whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the Contractor shall determine whether such inability will require revision or termination of this Contract Agreement.
- E. If the Contractor finds it necessary to terminate this Agreement prior to the stated expiration date for reason other than non-performance by the Contractee, actual costs incurred by the Contractee may be reimbursed for an amount determined by mutual agreement of both parties. Fiscal liabilities that the Contractor may have to its funding sources because of the Contractee's service performance or fiscal practices shall be a controlling factor in arriving at a reimbursement agreement.
- F. The Contractor reserves the right, upon careful examination, to reduce the total amount of the Contract Agreement due to significant under spending by the Contractee. All such Contract Agreement reductions will become effective upon thirty (30) days written notice to the Contractee and shall not relieve the Contractee of any programmatic requirements.

XVII. NON-COMPLIANCE, LIQUIDATED DAMAGES AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Contract Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Contractee's participation in the Agreement if the Contractor determines it is necessary to protect the interests of the State.

- B. The Contractee shall provide written notice to the Contractor of all instances of non-compliance with the terms of program quality criteria associated with this Contract Agreement by itself or its subcontractors. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Contractee became aware, or should have been aware, of the non-compliance. Non-compliance can also be determined by the Division of Public Health Regional Office Contract Administrator through on-site inspection or desk review of documentation. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Contractee shall provide the Contractor with a plan to correct the non-compliance and a timetable for the implementation of that plan to correct. The plan to correct must be approved by the Contractor. If at the end of the implementation period, the Contractee is found to still be out of compliance, the Contractor may, at its sole discretion, take whatever action it deems necessary to protect the interests of the State, including withholding part or all of the Contractee's funding, if it reasonably believes that the non-compliance will continue or will reoccur.
- C. The Contractee shall provide within 30 days after the end of the contract period (or by the date specified in Exhibit II) to the Contractor via the Contract Administrator, the documentation specified in Exhibit II relating to attainment or failure to attain the objectives agreed to in this Contract Agreement. If any objective is not attained, the Contractor will determine, at its sole discretion, the proportion of non-attainment and will recoup from the Contractee a liquidated damages amount as defined by the Risk Profile identified in Exhibit II. Any degree of non-attainment, as judged by the sole discretion of the Contractor, shall be used by the Contractor in determining the conditions of any continuation of this Agreement.
- D. If the Contractor determines that non-compliance with other requirements (not stated in Exhibit I or Exhibit II) in this Contract Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever remedial measures it deems necessary to protect the interests of the State. Such measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph 2 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
- E. If audits are not submitted when due, the Contractor may take action pursuant to this Contract Agreement.
- F. If required program deliverables or other required information or reports, other than audits, are not submitted when due, the Contractor may withhold all payments that otherwise would be paid the Contractee under this Contract Agreement until such time as the reports and information are submitted. In addition, the Contractor can hold implementation of continuation of this Agreement pending submittal of this documentation.

XVIII. DISPUTE RESOLUTION

If any dispute arises between the Contractor and Contractee under this Contract Agreement, including the Contractor's finding of non-compliance and imposition of liquidated damages or remedial measures, the following process will be the exclusive administrative review.

- A. The Contractor's and Contractee's Contract Administrators will attempt to resolve the dispute, in coordination with the Division of Public Health Regional Office Director and appropriate program staff within the Division.
- B. If the dispute cannot be resolved by the Contract Administrators, the Contractee may ask for review by the Administrator of the Division of Public Health.
- C. If the dispute is still not resolved, the Contractee may request a final review by the Secretary of the Department of Health Services.

XIX. FINAL REPORT DATE

- A. The due date of the final fiscal report shall be ninety (90) days after the Contract Agreement period ending date.

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

XX. INDEMNITY

The Contractor and Contractee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

XXI. SURETY BOND

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

XXII. CONDITIONS OF THE PARTIES' OBLIGATIONS

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

XXIII. DEBARMENT OR SUSPENSION

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

XXIV. SPECIAL PROVISIONS

Local MCH/CYSHCN Match

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

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

- D. An organization may also use as match any local share which meets the qualifications outlined above and which consists of effort on the organization's part to pursue the objectives of the MCH Program. For example, if an organization receives funds for a child health program, it may count as match not only the local effort which is directly pertinent to the child health program, but local effort devoted to any other relevant maternal and child health activity.

Contractees will comply with year-end program reporting requirements set by the State of Wisconsin MCH/CYSHCN Program including documentation of 75% local match (\$0.75 local contribution for every \$1.00 federal), including program income, and report through the CARS system on the DHS/DES F-80862 Expenditure Report form in the current net expense column using profile 193002. The original DHS/DES F-80862 form goes to CARS with a copy to the State MCH/CYSHCN Contract Administrator/Negotiator.

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

XXV. TIMELY CONTRACT SIGNING

This Contract Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Contractee's and Contractor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

Contractee's Authorized Representative

Date

Name: Click here to enter name.

Title: Click here to enter title.

DUNS #: Click here to enter DUNS#.

Contractor's Authorized Representative

Date

Sandra L. K. Breitborde, MA, MS

Deputy Administrator

Division of Public Health

Department of Health Services

CARS PAYMENT INFORMATION

The information below is used by the Department's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Contract Agreement.

Agency Name: De Pere Department of Public Health

Contract #: 22026

Contract Amount: \$17,239

Agency Number	Agency Type	Contract Period	Profile ID Number	Profile Name	Contract Amount	CFDA Number
472779	360	1/1/13-12/31/13	155020	Imm	\$6,843	93.268
472779	360	1/1/13-12/31/13	157720	Lead	\$1,962	n/a
472779	360	1/1/13-12/31/13	159320	MCH	\$8,434	93.994

Match Required: Yes If Yes, Profile ID# 193002

Amount: \$6,326

Contract Agreement Addendum: Exhibit I

Program Quality Criteria

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

This Exhibit contains only applicable quality criteria for this contract.

Contract Agreement Addendum: Exhibit I

Contract #: 22026

Agency: De Pere Department of Public Health

Contract Year: 2013

Program: Childhood Lead Poisoning Prevention Program Quality Criteria

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
 - A) Contractee must assess local blood lead surveillance data for lead poisoning prevalence and risk factors.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.
 - A) Contractees must provide services that support the elimination of childhood lead poisoning, and the early detection and treatment of children with lead poisoning including compliance with WI Stat 254 (Environmental Health), WI Admin Rule 181 (Reporting of Blood Lead Test Results), WI Admin Rule 163 (Certification for the Identification, Removal and Reduction of Lead-Based Paint Hazards), and the practice standards presented in the Wisconsin Childhood Lead Poisoning Prevention & Control Handbook (2002) and in Managing Elevated Blood Lead Levels Among Young Children (CDC, 2002).
 - B) Contractees must assure the availability and accessibility of blood lead tests for children ages 0-5 years at high risk for lead poisoning.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
 - A) Contractee must maintain a central case registry to track follow-up of children with blood lead levels greater than or equal to 10 mcg/dL and of properties where a lead hazard investigation was performed, including findings, interventions and outcomes.
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.
 - A) Contractee must provide information to one or more target audiences within the community about lead hazards, lead hazard reduction methods, primary prevention of lead poisoning, and blood lead testing, as referenced in the boundary statement.
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.
 - A) Contractee must build partnerships with local health care providers and agencies involved in health, social services, housing, and child care to incorporate lead hazard awareness into their activities with, or services to, families living in pre-1978 housing.
 - B) Contractee must provide information, consultation and technical assistance to health care providers or other programs to assure that treatment of children with lead poisoning is efficient and effective, and to assure that lead safe environments are available to children with lead poisoning.
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.
 - A) Contractee must assess the need for, and provide referrals for, supportive services to families of lead

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poisoned children.

- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.
 - A) Contractee must assure that local childhood lead poisoning prevention program staff have access to, are knowledgeable of and in compliance with the Wisconsin Childhood Lead Poisoning Prevention & Control Handbook for Local Health Departments, the Wisconsin Blood Lead Screening Guidelines (2002), Managing Elevated Blood Lead Levels Among Young Children (CDC, 2002), state statutes, administrative rules, and/or local ordinance.
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided.
 - A) Contractee must pursue third party payment and/or other funding sources for service provision to children who are eligible for third party payment, except when doing so is demonstrated to be not cost effective.
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.
 - A) Contractee must regularly collect and analyze local data to determine the adequacy of blood lead testing for children enrolled in WIC, timely follow-up of lead poisoned children, timely completion of lead hazard reduction work, and community lead poisoning prevention education.
 - B) Contractee must submit the following forms and documents to the Wisconsin Childhood Lead Poisoning Prevention Program by the specified deadlines as stated in the WCLPPP Handbook. These forms are available on the Lead-Safe Wisconsin website, dhs.wi.gov/lead.
 - Nursing Case Management Report (DPH 4771A)
 - Nursing Closure Report (DPH 4771B)
 - Property Investigation Report (DPH 4771C)
 - Property Investigation Closure Report (DPH 4771D)

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Program: Immunization

Program Quality Criteria

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
 - A) Contractees must assure reported vaccine preventable diseases (VPD) are investigated and controlled as detailed in the most current edition Wisconsin Disease Surveillance Manual (EPINET). Local Health Departments (LHDs) should maintain regular contact with local required reporters of VPDs to encourage and assure prompt reporting. Contractees should solicit the help of the Wisconsin Immunization Program when needed to help assure that an adequate system is in place to report and investigate VPD.
 - B) Contractees must annually formally evaluate immunization delivery and the use of vaccine preventable disease surveillance systems and improve the use of those systems in their jurisdictions where needed (e.g., the Wisconsin Electronic Disease Surveillance System (WEDSS).
 - C) Contractees must work in collaboration with the Wisconsin Immunization Program to increase the use of existing electronic data collection systems for vaccine record keeping and vaccine preventable disease data systems.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.
 - A) Contractees must assure the delivery of immunization services in a safe, effective and efficient manner as detailed in the Wisconsin Immunization Program Policies and Procedures Manual and in section 252, HFS 145, Wis. Admin. Code. Contractees must assure the immunization of children is consistent with Healthy People 2010 goals.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
 - A) Contractees must use the Wisconsin Immunization Registry (WIR) or an electronic immunization population-based data system that links with the WIR. The data system must have a tracking and recall function to identify children whose immunization records are behind schedule according to the ACIP recommendations. Tracking and recall shall be conducted at least bi-monthly as required by the Wisconsin "Policies and Procedures Manual for Immunization Programs".
 - B) Contractees immunization practice must assure the immunization of children, and share children's immunization records with parents or guardians, schools and day care centers and other healthcare providers as provided by the Wisconsin School Immunization Law HFS 144 (section 252).
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.
 - A) Contractees must engage in community partnerships to identify and address the needs of high-risk populations, reduce racial and ethnic health disparities, and to educate families and the community on the importance of immunizations.
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-

Contract Agreement Addendum: Exhibit I

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effective manner across programs and throughout the community.

- A) Contractees must coordinate immunization services with local child healthcare (service) providers: e.g., WIC projects, Medical Assistance programs, and other local public health programs to assess the immunization status of, refer, and provide immunization services to under-immunized children.
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.
- A) Contractees must develop relationships among public and private healthcare providers to facilitate access by children and families to immunization services. Contractees should work with these providers to assure that current immunization guidelines are followed.
 - B) The LHD should promote the medical home concept by referring vaccine recipients to their medical home provider for subsequent immunizations and coordinate with this medical provider to assure adherence to the recommended immunization schedule.
 - C) LHDs should promote the exchange and sharing of immunization data using immunization registries.
 - D) The LHD will assure adequate surveillance, prompt reporting and epidemiologic follow-up of vaccine preventable diseases. When prompt reporting of a vaccine preventable disease does not occur, the LPHD will formally address the issue with the reporting agency to assure that reports are made according to the latest EPINet Manual.
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.
- A) Contractees will ensure program staff is competent in current immunization program policy and processes, including that provided through the Centers for Disease Control and Prevention (CDC) distance learning course and CDC updates.
 - B) The LHD will follow the Wisconsin "Policies and Procedures Manual for Immunizations" developed and distributed by the Wisconsin Immunization Program, unless otherwise agreed upon; as well as Immunization Policy Memos issues periodically issued from the Wisconsin Immunization Program. The LHD must have written policies on the proper handling and storage of state-supplied vaccine as required by the vaccines for Children (VFC) Program. These policies must be reviewed with all immunization program related staff on at least an annual basis.
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided.
- A) Billing for payment of childhood immunization services is not required under this section.
 - B) LHDs must assure that parents of children who are on Medical Assistance will not be charged a vaccine administration fee or be requested to make a donation for vaccine or vaccine related services. Administration fees cannot be mandatory and clients must be informed that failure to pay the administration fee or make a donation does not preclude them from receiving state-supplied vaccine. This information must be added to immunization advertising materials used by the LHD for state supplied vaccines. The message must be given to the client in a way and in a language the client understands.

Contract Agreement Addendum: Exhibit I

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- C) Grantees must screen for insurance eligibility in accordance with current DPH guidelines for state supplied vaccines.
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.
 - A) Contractees must collect and analyze agency and available private provider immunization data for children 12-35 months of age, school immunization law reports and other available population-based information needed to identify strengths and weaknesses in local delivery systems and plan improvements. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis.
 - B) LHDs will utilize the WIR for immunization level data analysis.
 - C) LHDs and Tribes will assure staff competence with the WIR system. LHD and Tribal health staff must attend at least one of the 2 or more annual Regional WIR User Group Meetings. Attendance at these meetings is necessary for staff to maintain a thorough working knowledge of the functionality of the WIR.

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Program: Maternal and Child Health Block Grant Program Quality Criteria

- 1) Assessment and surveillance of public health to identify community needs and to support systematic, competent program planning and sound policy development with activities focused at both the individual and community levels.
 - A) If individual services are to be provided, they must be negotiated and incorporated into the systems work of the MCH Program identified Initiatives.
- 2) Delivery of public health services to citizens by qualified health professionals in a manner that is family centered, culturally competent, and consistent with the best practices; and delivery of public health programs for communities for the improvement of health status.
 - A) Contractees must assure that maternal and child health services are delivered and supervised by qualified staff as required by the activity or service being delivered.
 - B) Contractees must designate a staff person as the maternal and child health contact to receive, disseminate, and respond to policy and program information provided by the State.
 - C) The contractee must assure quality by utilizing one or more of the following documents as guidance in the organization and delivery of evidence-based services and strategies.
 - (1) Wisconsin Medicaid Prenatal Care Coordination Services Handbook and related Medicaid Updates
 - (2) Family Planning Reproductive Health Standards of Practice
 - (3) Bright Futures: Guidelines for Health Supervision of Infants, Children and Adolescents: Third Edition
 - (4) Caring for Our Children: National Health and Safety Performance Standards Guidelines for Out-of-Home Child Care Programs: Third Edition, 2011.
 - (5) A Program Manual for Child Death Review, National Center for Child Death Review; Fetal and Infant Mortality Review, A Guide for Communities, 2nd Ed.; and Keeping Kids Alive in WI Manual
 - (6) Other resources identified in the context of the objectives.
 - D) All programs will be evaluated based on these best practice guidelines and evidence-based strategies. If a LHD wants to use an alternate, but comparable document, the State of Wisconsin Maternal and Child Health Program must approve it.
- 3) Record keeping for individual focused services that assures documentation and tracking of client health care needs, response to known health care problems on a timely basis, and confidentiality of client information.
 - A) Contractees must assure that all general health care records are kept confidential as required by s. 146.82, Wis. Stats.
- 4) Information, education, and outreach programs intended to address known health risks in the general and certain target populations to encourage appropriate decision making by those at risk and to affect policy and environmental changes at the community level.

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- A) Contractees must assure effective and evidence-based outreach strategies are available to high-risk women of childbearing age, pregnant women, and children birth to 22 years old, including children and youth with special health care needs, and their families in the maternal and child health population.
- B) All materials for public distribution developed by a Contractee with Title V MCH Block Grant funds must identify the funding source on the publication as follows: "Funded in part by the MCH Title V Services Block Grant, Maternal and Child Health Bureau, Health Resources and Services Administration, U.S. Department of Health and Human Services."
- 5) Coordination with related programs to assure that identified public health needs are addressed in a comprehensive, cost-effective manner across programs and throughout the community.
 - A) Contractees must have a mechanism in place to assure coordination with the Regional CYSHCN Centers.
 - B) Contractees must coordinate maternal and child health programs with other community health programs, which is an essential component to building a system of services for maternal and child health.
- 6) A referral network sufficient to assure the accessibility and timely provision of services to address identified public health care needs.
 - A) LHDs that provide maternal and child health prevention and intervention services must have a referral network. Referral networks may include: healthcare providers including mental health and oral health, Regional Centers for CYSHCN, child care centers, WIC, human or social services, schools, Birth to 3 programs, tribal agencies, and other relevant services. Quality MCH services also tracks the outcome of referrals to make adjustments to the network as needed.
 - B) CYSHCN Contracted entities must be part of the CYSHCN Collaborators Network. The Network includes the Regional Centers for CYSHCN, Great Lakes Inter-Tribal CYSHCN, Parent to Parent of Wisconsin, Family Voices of Wisconsin, the CYSHCN Statewide hubs of expertise, oral health, Nourishing Special Needs, DPH Regional and Central Office Bureau and section partners, and other relevant stakeholders.
- 7) Provision of guidance to staff through program and policy manuals and other means sufficient to assure quality health care and cost-effective program administration.
- 8) Financial management practices sufficient to assure accurate eligibility determination, appropriate use of state and federal funds, prompt and accurate billing and payment for services provided and purchased, accurate expenditure reporting, and, when required, pursuit of third-party insurance and Medical Assistance Program coverage of services provided.
 - A) Contractees must seek other available funding sources, as Title V MCH Block Grant is payor of last resort.
 - B) Contractees must bill the Wisconsin Medicaid Program for all covered services provided to eligible recipients.
 - C) Contractees must provide 75% match (\$0.75 local contribution for every \$1.00 federal) for all Title V MCH Block grant funds and report through the CARS system as described in the contract.
- 9) Data collection, analysis, and reporting to assure program outcome goals are met or to identify program management problems that need to be addressed.
 - A) Contractees must collect and analyze data on all public health activities and interventions provided using SPHERE (Secure Public Health Electronic Record Environment) as defined within the objective's Data

Contract Agreement Addendum: Exhibit I

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Source for Measurement.

- B) Contractees will comply with year-end program reporting requirements set by the State of Wisconsin MCH Program including documentation of 75% match (\$0.75 local contribution for every \$1.00 federal) and report through the CARS system as described in the contract.
- C) Reports to meet mid year and end of year requirements will be determined during the negotiation process and defined in the contract deliverable.

Contract Agreement Addendum: Exhibit II

Program Objectives

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

(B) Objective Details

Contract Agreement Addendum: Exhibit II(A)

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Contract Source of Funds		
Source	Program	Amount
De Pere	Childhood Lead - Consolidated	\$1,962
De Pere	Immunization - Consolidated IAP	\$6,843
De Pere	Maternal Child Health - Consolidated	\$8,434
Contract Amount		\$17,239

Contract Match Requirements	
Program	Amount
Childhood Lead	\$0
Immunization	\$0
MCH	\$6,326

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

Contract Agreement Addendum: Exhibit II(A)

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Childhood Lead

Program Total Value \$1,962

- | | | |
|---|---|---------|
| 1 | Throughout the 2013 contract period, residents from the jurisdiction of the De Pere Health Department will receive lead poisoning prevention and intervention services that are provided according to federal and state guidelines. | \$1,962 |
|---|---|---------|

Immunization

Program Total Value \$6,843

- | | | |
|---|---|---------|
| 1 | By December 31, 2013, 81% children residing in City of De Pere Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday. | \$6,843 |
|---|---|---------|

MCH

Program Total Value \$8,434

- | | | |
|---|--|---------|
| 1 | By December 31, 2013, The Keeping Kids Alive Initiative will be implemented by the City of De Pere Health Department in collaboration with community partners. | \$8,434 |
|---|--|---------|

Total of Contract Objective Values	\$17,239
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Contract Agreement Addendum: Exhibit II(B)

Contract #: 22026

Agency: De Pere Department of Public Health

Contract Year: 2013

Program: Childhood Lead Poisoning Prevention

Objective #: 1 of 1

Objective Value: \$1,962

Objective: Primary Details

Objective Statement

Throughout the 2013 contract period, residents from the jurisdiction of the De Pere Health Department will receive lead poisoning prevention and intervention services that are provided according to federal and state guidelines.

Deliverable Due Date: 01/31/2014

Contract Deliverable (Evidence)

A report to document the extent to which assurance of each of the three follow-up components of this objective was provided, specifically: 1) the number of children with a capillary blood lead level greater than or equal to 10 micrograms per deciliter and the number who received a venous confirmation test; 2) the number of families with children with a venous blood lead level greater than or equal to 10 micrograms per deciliter and the number who received a home visit to provide information on lead poisoning prevention and treatment, and 3) the number of children with a venous blood lead level greater than or equal to 15 micrograms per deciliter and the number of environmental lead hazard investigations conducted on their primary residence and/or secondary properties, including accompanying work orders and property clearance. For evaluation purposes, those children whose families are non-responsive to outreach or moved from the jurisdiction before appropriate follow-up services could be provided can be removed from this cohort.

Programs Providing Funds for this Objective

Childhood Lead Poisoning Prevention: \$1,962

Agency Funds for this Objective:

Data Source for Measurement

An agency-generated report.

Baseline for Measurement

Context

There is no designated value range for this objective; it is automatically accepted if the entire Childhood Lead Poisoning Prevention Program (CLPPP) allocation is \$6000 or less. If the allocation is greater than \$6000 and the agency wants to select this objective, negotiation for the value of this objective is required. This assurance objective is intended to assure that the local health department is providing a comprehensive childhood lead poisoning prevention program. For this objective, a home visit is required for all children with one or more venous blood lead levels greater than or equal to 10 micrograms per deciliter. For this objective, an environmental lead hazard investigation is required for all children with one or more venous blood lead levels greater than or equal to 15 micrograms per deciliter. This environmental lead hazard investigation includes a risk assessment of the property, issuance of work orders to address the identified lead hazards, and a clearance report indicating that the hazards have been controlled. The intent is to provide early environmental intervention in response to a lead poisoned child to prevent more severe lead poisoning. The environmental lead hazard investigation can include a child's primary residence and pertinent secondary properties. The procedure for the investigation is outlined in Chapter 9 of the WCLPPP Handbook (2002), and is conducted at lower blood lead levels than required by state statute (Wis Stat 254).

Context Continued

Input Activities

Objective: Risk Profile

Percent of Objective Accomplished

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

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

Contract Agreement Addendum: Exhibit II(B)

Contract #: 22026

Agency: De Pere Department of Public Health

Contract Year: 2013

Program: Childhood Lead Poisoning Prevention

Objective #: 1 of 1

Objective Value: \$1,962

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Conditions of Eligibility for an Incentive

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Contract Agreement Addendum: Exhibit II(B)

Contract #: 22026
Program: Immunization

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

Contract Year: 2013
Objective Value: \$6,843

Objective: Primary Details

Objective Statement

By December 31, 2013, 81% children residing in City of De Pere Health Department jurisdiction who turn 24 months of age during the contract year will complete 4 DTaP, 3 Polio, 1 MMR, 3 Hib, 3 Hepatitis B, 1 Varicella and 4 Pneumococcal Conjugate (PCV) vaccination by their second birthday.

Deliverable Due Date: 01/31/2014

Contract Deliverable (Evidence)

A Wisconsin Immunization Registry (WIR) generated population based standard benchmark report documenting the number of children in (insert name of Health Department) jurisdiction who turned 24 months of age in 2013. Reports should be run with a 45 day buffer to ensure that all updated data has been received by the WIR. If the objective is not met, include a report of the accountability targets and the progress achieved including the activities and interventions conducted, include any barriers that may have been identified.

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

Date of Birth 01/01/2011 - 12/31/2011

Criteria for the End of the Year Report:

The date of birth for End of Year Benchmark: 01/01/2011 - 12/31/2011

Evaluation date: 01/01/2014

Run date: 02/15/2014

Programs Providing Funds for this Objective

Immunization: \$6,843

Agency Funds for this Objective:

Data Source for Measurement

Wisconsin Immunization Registry Records.

Baseline for Measurement

The 2011 end of year population based standard benchmark report will be used to determine the baseline for the 2013 population based objective.

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

Birthdate Range: 01/01/2009 through 12/31/2009

Evaluation Date: 01/01/2012

Run Date: After 02/15/2012

Note: There will be no percentage increase for the 2013 contract.

Context

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

Accountability targets are strongly recommended for all agencies. Accountability targets must be at or above the Quality Criteria standards. It is encouraged to consult with the immunization program advisor.

Context Continued

Contract Agreement Addendum: Exhibit II(B)

Contract #: 22026
Program: Immunization

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

Contract Year: 2013
Objective Value: \$6,843

Input Activities

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

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

The Wisconsin Immunization Program requires a minimum of 3 attempts to personally contact a responsible party. Only children who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that a child has moved out of your jurisdiction you can not remove them from your cohort. Reminder/recall activity is not listed in a particular order and we suggest you use the method that is the most successful for your community:

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

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

Objective: Risk Profile

Percent of Objective Accomplished

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

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

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Conditions of Eligibility for an Incentive

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Contract Agreement Addendum: Exhibit II(B)

Contract #: 22026

Agency: De Pere Department of Public Health

Contract Year: 2013

Program: Maternal and Child Health Block Grant

Objective #: 1 of 1

Objective Value: \$8,434

Objective: Primary Details

Objective Statement

By December 31, 2013, The Keeping Kids Alive Initiative will be implemented by the City of De Pere Health Department in collaboration with community partners.

Deliverable Due Date: 01/31/2014

Contract Deliverable (Evidence)

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

A SPHERE Report and an analysis of data collected in SPHERE as defined in the Data Source for Measurement and narrative report to document:

- 1) An updated agency assessment of core competencies, including initial, which must be completed and entered in SPHERE by January 31, 2013, to be reviewed at mid-year, and updated in SPHERE by contract reporting deadline.
- 2) Participate in training and technical assistance as needed, to include one required state meeting.
- 3) An updated Partnership Report to document partners and contributions of each partner.
- 4) An updated Assessment Findings form, including identified strengths, priority needs and partners involved.

Programs Providing Funds for this Objective

Maternal and Child Health Block Grant: \$8,434

Agency Funds for this Objective:

Data Source for Measurement

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

SPHERE Report to include data from the following tab/screen: 1) MCH Core Competencies. 2) Register and participate in required state meeting. 3) SPHERE Partnership Report to include data from the following tab/screen: Partnership Tool - data entry on this

screen includes Partner Representation and Contribution of Partnership.

- Keeping Kids Alive Assessment Findings.

Baseline for Measurement

This is a new initiative. Baseline data will be established during the contract year for this new objective.

A prevention programming/ data assessment was conducted within the WI Healthiest Families Initiative. Based on local data from child death reviews, our focus would be on safe sleep environments for the contract year.

A Child Death Review Team is already established in the local jurisdiction. The team training took place in 2007, the first meeting in 2011. This is a regional team led by the medical examiners/ masters of social work students. Four local health departments (City of De Pere, Brown County, Oconto County, Door County) and one tribal health department (Oneida) are participating members (not leading the initiative). In 2012, the team met four times and cases were reviewed.

The City of De Pere Health Department has been conducting car seat installations and education for more than six years. This is an expected service in our community.

Context

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

Contract Agreement Addendum: Exhibit II(B)

Contract #: 22026

Agency: De Pere Department of Public Health

Contract Year: 2013

Program: Maternal and Child Health Block Grant

Objective #: 1 of 1

Objective Value: \$8,434

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

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

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

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

Local Health Departments may choose this objective to:

1. Initiate a new CDR/FIMR Team in their community where one previously did not exist (taking into consideration fetal deaths along with infant and child deaths)
2. Assess the fidelity of an existing CDR Team to the Keeping Kids Alive in Wisconsin Model
3. Assess the ability of the community, with an existing CDR Team, to review fetal deaths
4. Implement and evaluate a plan to address issues brought forth from one of the above assessments

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

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

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

Context Continued

Required Related Activities: Local public health departments will complete the following activities. Activity 4 may be undertaken at any time, as the community sees fit.

Initiation of a New Team

1. Work with staff at the Alliance to receive training on the development and implementation of a death review team and use of the data collection system.
2. Identify and recruit appropriate partners to form a death review team.
3. Implement death reviews in accordance with the Keeping Kids Alive in Wisconsin model, including entering all deaths into the data collection system.

Contract Agreement Addendum: Exhibit II(B)

Contract #: 22026

Agency: De Pere Department of Public Health

Contract Year: 2013

Program: Maternal and Child Health Block Grant

Objective #: 1 of 1

Objective Value: \$8,434

4. Select the WI Healthiest Families Initiative to support review recommendations moving to action within your community.

Improvement of a Current Team

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

Input Activities

1. Agency assessment of MCH Core Competencies.
2. Participate in training and technical assistance as well as a minimum of one required state meeting and others as negotiated.
3. Identify existing and new community partners and the level of collaboration.
4. Utilize the Keeping Kids Alive in Wisconsin model: assuring that the data is entered into the statewide collection system.
5. Develop a stronger collaboration within Child Death Review Team and build relationships with current team members while defining roles.
6. Utilize the standardized tool created by the alliance to have the team complete an assessment of the current review teams' fidelity to the Keeping Kids Alive Model.
7. Explore the feasibility and gain support of the team to create and implement methods to address/improve the death review team according to the needs identified. Focus on safe sleep environment for identified at risk populations.
8. Explore the feasibility and gain support with the Child Death Review Team in the formalized development of prevention recommendations.
9. Continue to strengthen jurisdictional infrastructure (community) to provide car seat installation education and/or clinical counseling advocating for community agency policy development related to car seat restraint education and training in other local community agencies. Promote car seat installation with Safe Kids Coalition through education prenatally.

Objective: Risk Profile

Percent of Objective Accomplished

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

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Corresponding Potential Recoupment Amounts

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Definition of Percent Accomplished

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Conditions of Eligibility for an Incentive

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DE PERE HEALTH DEPARTMENT MEMORANDUM

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

FROM: SONJA JENSEN, INTERIM HEALTH OFFICER/DIRECTOR

SUBJECT: 2013 DIVISION OF PUBLIC HEALTH CONSOLIDATED CONTRACT

DATE: JANUARY 7, 2013

Attached you will find the consolidated contract for 2013 with the State of Wisconsin Division of Public Health. Contract agreement #22026 in the amount of \$17,239 is funding received from the state to support the programming offered in the areas of Immunizations, Childhood Lead and Maternal Child Health. The funding received from the contract supplements services and programs provided by the Health Department.

Detailed objectives for this program area are included with the Contract Agreement Addendum. Please contact me with any questions.

RESOLUTION #13-11

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

WHEREAS, the City and Schenck, S.C. are parties to an Agreement for Auditing Services, dated October 20, 2005 which provided for auditing services by Schenck, S.C. pursuant to such Agreement for the audit years of 2005 through and including 2009, which was amended in 2010 for an additional two (2) year period; and

WHEREAS, the parties wish to extend said Agreement for an additional two (2) year period upon the terms and conditions of this Amendment; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Second Amendment to Agreement for Auditing Services as is attached as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of January, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

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

THIS SECOND AMENDMENT is entered into this _____ day of _____, 2013, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Schenck, S.C., a Wisconsin Service Corporation ("Contractor").

WHEREAS, the City and Contractor are parties to an Agreement for Auditing Services, dated October 20, 2005 which provided for auditing services to be provided by Contractor pursuant to such Agreement for the audit years of 2005 through and including 2009 which was amended in 2010 for an additional two (2) year period (through 2011 audit year); and

WHEREAS, the parties wish to extend said Agreement for an additional two (2) year period upon the terms and conditions of this Amendment.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. The Agreement for Auditing Services Between the City of De Pere and Schenck, S.C., is hereby extended for a period of two (2) years, expiring with the audit year ending December 31, 2014.
2. Compensation to be paid by City to Contractor shall as set forth in Exhibit A, attached and incorporated by reference.
3. All other terms, conditions, requirements, and obligations found in the October 20, 2005 Agreement are incorporated herein by reference and remain unaffected by this Amendment.

SCHENCK, S.C.

By: _____

Name: _____

Title: _____

Name: _____

Title: _____

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

December 27, 2012

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

Dear Joe:

In accordance with our discussions, set forth below are proposed fees for a two-year extension of our auditing services contract. This extension will extend to the City of De Pere and Schenck SC the same conditions and requirements included in our original proposal for audit services.

Proposed Fees for Auditing Services

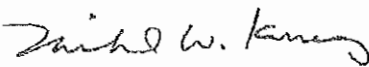
	Audit Year 2012	Audit Year 2013
Audit of Basic Financial Statements; including assistance with preparation of government-wide GASB 34 conversion	\$ 21,500	\$ 22,000
TID Districts (\$600 per District)	2,400	2,400
Departmental review (if requested)	2,000	2,000

If our proposal is accepted, Schenck SC would submit annual engagement letters to the City to detail the scope of the audit and to outline the responsibilities of each party.

We sincerely appreciate the opportunity to continue our relationship with the City. We currently provide auditing services to over 350 Wisconsin municipalities. Because of our experience and extensive background with city government, we believe the auditing services we deliver to our municipal clients provide benefits that exceed those provided by other CPA firms.

If you have any questions or desire any additional information, please don't hesitate to contact us.

Sincerely,



Michael W. Konecny, CPA

The above proposed fees are accepted to extend the auditing services contract to the 2012 and 2013 audit years.

CITY OF DE PERE

Signature

Date



Appleton Fond du Lac Green Bay Manitowoc Milwaukee Oshkosh Sheboygan Stevens Point Wausau
800-236-2246 schencksc.com

Exhibit A

CITY OF DE PERE
POLICE DEPARTMENT

REPORT

To: Common Council

From: Derek A. Beiderwieden, Chief of Police

Date: January 7, 2013

Subject: Designated Offender Ordinance Effectiveness

I have been asked to present information to the Council regarding the Designated (Sex) Offender Ordinance effectiveness.

In Brown County, there are eleven sex (designated) offender ordinances of various kinds. The outer most townships from the Green Bay/De Pere metro area typically do not have ordinances. Sex offenders normally do not reside in those areas most often due to their lack of specific services, jobs and remoteness to public transportation.

The number of sex offenders living in De Pere averages almost 35 per year since April 2010. If the ordinance was eliminated, would the number of sex offenders living in De Pere go up? Prior to 2010, the department didn't record the numbers of sex offenders living in the city, even though it did regular compliance checks. In August 2008, about a year and a half before the De Pere ordinance was enacted, and just after the Green Bay residency ordinance was enacted, we had 28 registered sex offenders living in De Pere. The August 2008 number was gathered from a previous report to the council many years ago. Since the De Pere ordinance was enacted, De Pere has seen the number of offenders living in the City fluctuate, but the number today appears less than in February of 2010. The breakdown is as follows:

Date	Number of Offenders
February 2010	42
October 2010	34
February 2011	32
October 2011	32
February 2012	31
August 2012	38

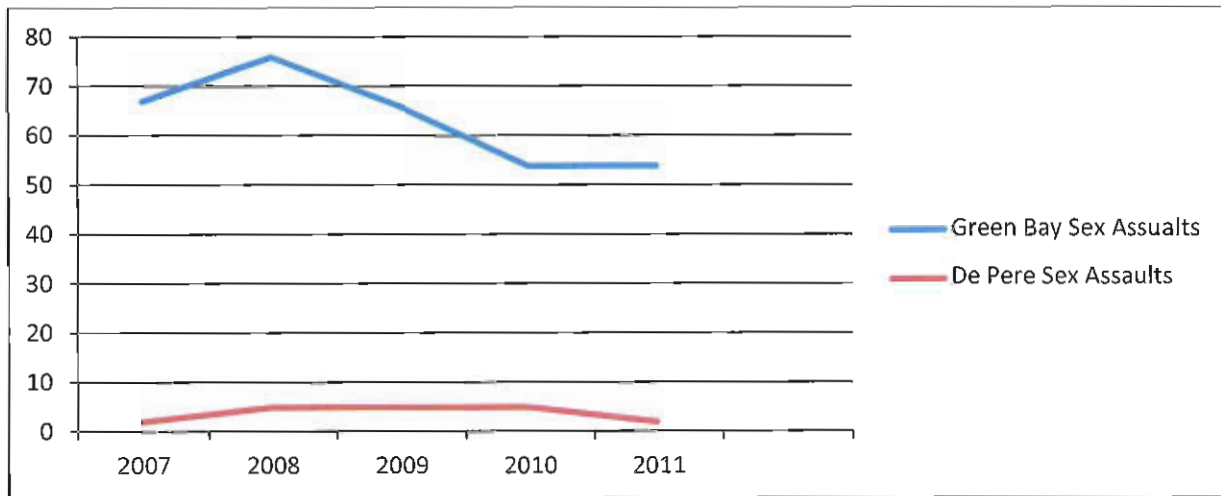
The department has not completed the spring 2013 compliance check yet, so that number is not available.

The police department does not have a recorded sex re-offense by a convicted sex offender while in De Pere. The department does not have information on any offense from outside its jurisdiction. There have been about 6 or 7 documented cases of sex offenders living in another jurisdiction claiming to live in De Pere. Through regular compliance checks requiring personal visits, the department has been able to verify and ferret out those in violation of the state and

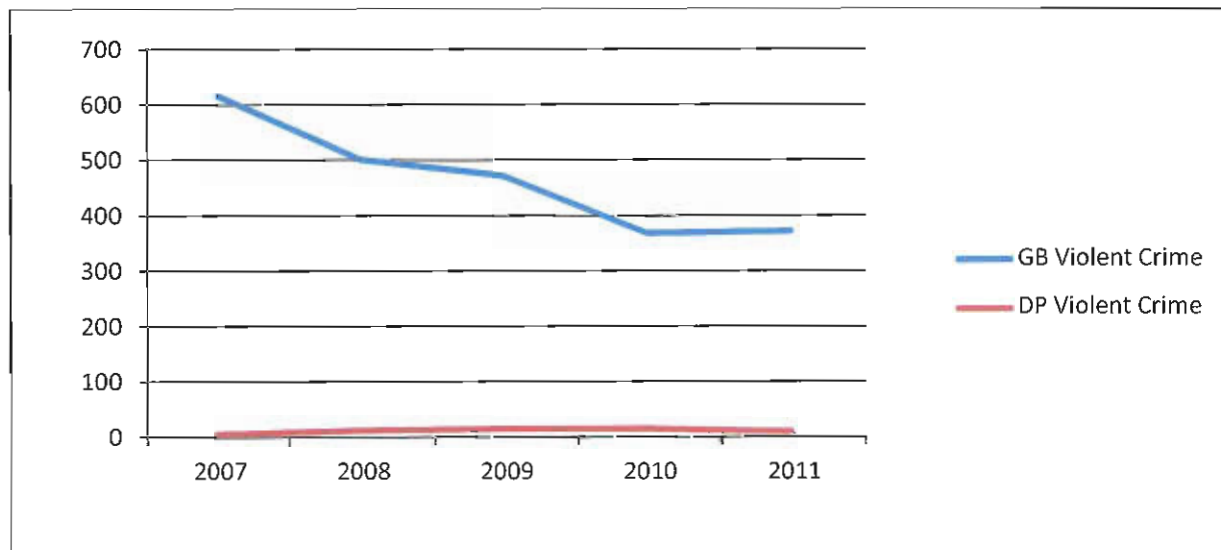
Serving with P.R.I.D.E.

local requirements. The non-compliance information was forwarded to the State for prosecution in each case.

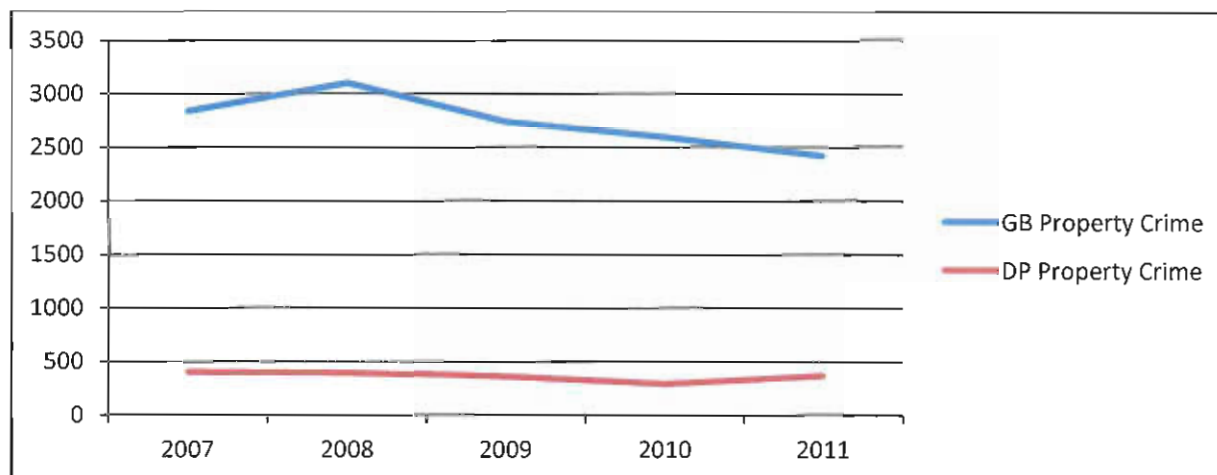
The number of sex crimes reported in the FBI uniform crime reports have maintained between 2 and 5 per year. There are a number of other sex assault crimes that are not recorded in the crime report but still may require offenders to register with the state. The FBI crime reports were used here to illustrate and compare to Green Bay, of which the department did not have access to lesser crimes. However, the crime trends can be extrapolated. Here in the below graph the rates of reported sex crimes in De Pere have been about the same, while Green Bay has seen a decline since 2008.



For comparison purposes, there are two more graphs that illustrate the crime trends in the two cities. The first graph shows the violent crime rates that include murder, rape, robbery and aggravated assaults. Green Bay has seen a significant reduction in violent crime while De Pere has shown a steadiness.



The last graph shows the property crimes comparison between Green Bay and De Pere.



So, statistically speaking, even though Green Bay has seen a reduction in the crimes reported, De Pere has not really seen a significant increase or decrease. This snapshot may allow one to at least understand, or perhaps confirm the narrow sex offender category in the FBI crime report.

The police department has received a very small number of complaints that a sex offender is living in a neighborhood, close to a school, or just because the offender lives very nearby the complainant. The department personnel discussed the situation with the complainant and in every case the complainant understood and the matter was closed (because the offender was grandfathered, was compliant, or was within the structure of the ordinance). In about the past year or so, the De Pere police department has not received any complaints from citizens on this topic.

On a side note, the city ordinance compels a registered sex offender to seek an exception, or an appeal, through a board to live in an area designated as a restricted zone (500 feet from a school, church, playground, etc. where children gather). To date, the Designated Offender Appeal Board has received eight requests for an appeal, conducted six hearings and approved all six appeals. The two not heard were because the requestor withdrew the request prior to the hearing.

If you have any questions about this information, please contact me at 339-4075 at your convenience.

Memo

City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointment
Date: January 11, 2013

I am submitting the following name for appointment at the January 15, 2013 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individual being submitted for your approval.

Board/Commission

Housing Authority

Appointment

Connie O'Brien/Appointment

1/09/2013 2:37 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 03855 JAN 2013 COUNCIL - 2 1-15-13

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-4270	A1 ELEVATOR CORP	R	1/15/2013		114.00CR	066911	
	I-4271	A1 ELEVATOR CORP	R	1/15/2013		144.00CR	066911	258.00
6426	ACL							
	I-201212-0	ACL	R	1/15/2013		53.60CR	066912	53.60
0217	AGRI-PARTNERS COOPERATIVE							
	I-201301081781	AGRI-PARTNERS COOPERATIVE	R	1/15/2013		3.21CR	066913	
	I-201301081783	AGRI-PARTNERS COOPERATIVE	R	1/15/2013		43.24CR	066913	
	I-201301081787	AGRI-PARTNERS COOPERATIVE	R	1/15/2013		43.92CR	066913	
	I-50460	AGRI-PARTNERS COOPERATIVE	R	1/15/2013		363.85CR	066913	454.22
0302	AIRGAS USA LLC							
	I-9011389048	AIRGAS USA LLC	R	1/15/2013		303.15CR	066914	303.15
2982	ALL CITY COMMUNICATIONS							
	I-4699567-010113	ALL CITY COMMUNICATIONS	R	1/15/2013		157.49CR	066915	157.49
0007	AMBROSIUS SALES & SERVICE							
	I-68297	AMBROSIUS SALES & SERVICE	R	1/15/2013		12.36CR	066916	
	I-68767	AMBROSIUS SALES & SERVICE	R	1/15/2013		46.14CR	066916	58.50
5626	APPLETIME INC							
	I-17334	APPLETIME INC	R	1/15/2013		425.91CR	066917	425.91
2050	ASSOCIATED TRUST COMPANY							
	I-5046002	ASSOCIATED TRUST COMPANY	R	1/15/2013		151.25CR	066918	151.25
0496	ASTRO HYDRAULICS INC							
	I-39765	ASTRO HYDRAULICS INC	R	1/15/2013		23.60CR	066919	23.60
6491	AVANTECH							
	I-9565	AVANTECH	R	1/15/2013		229.00CR	066920	229.00
0441	BADGER METER INC							
	I-96610701	BADGER METER INC	R	1/15/2013		563.00CR	066921	
	I-96610702	BADGER METER INC	R	1/15/2013		1,489.60CR	066921	
	I-96610703	BADGER METER INC	R	1/15/2013		1,196.52CR	066921	3,249.12
0020	BADGERLAND PRINTING INC							
	I-20939	BADGERLAND PRINTING INC	R	1/15/2013		7.00CR	066922	
	I-20958	BADGERLAND PRINTING INC	R	1/15/2013		49.00CR	066922	
	I-20962	BADGERLAND PRINTING INC	R	1/15/2013		42.50CR	066922	98.50

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0023	BATTERIES PLUS LLC							
	C-501-382132	BATTERIES PLUS LLC	R	1/15/2013		9.00	066923	
	I-501-382105	BATTERIES PLUS LLC	R	1/15/2013		164.50CR	066923	155.50
0027	BAY TOWEL INC							
	I-1567947	BAY TOWEL INC	R	1/15/2013		38.74CR	066924	
	I-1567948	BAY TOWEL INC	R	1/15/2013		52.82CR	066924	
	I-1573004	BAY TOWEL INC	R	1/15/2013		77.66CR	066924	
	I-1573025	BAY TOWEL INC	R	1/15/2013		116.63CR	066924	285.85
1	BILOTTI, LAURA							
	I-201301081770	REFUND	R	1/15/2013		20.00CR	066925	20.00
0790	BROWN COUNTY CLERK							
	I-2012-FALL GEN 23	BROWN COUNTY CLERK	R	1/15/2013		1,284.64CR	066926	1,284.64
0888	BROWN COUNTY HEALTH DEPT							
	I-2012-070	BROWN COUNTY HEALTH DEPT	R	1/15/2013		1,815.12CR	066927	1,815.12
2944	BROWN COUNTY JAIL							
	I-201301091803	BROWN COUNTY JAIL	R	1/15/2013		520.00CR	066928	520.00
5855	BROWN COUNTY MABAS 112							
	I-201301081784	BROWN COUNTY MABAS 112	R	1/15/2013		100.00CR	066929	100.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-20754	BROWN COUNTY PORT SOLID WASTE	R	1/15/2013		13,650.39CR	066930	13,650.39
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201301081771	BROWN COUNTY REGISTER OF DEEDS	R	1/15/2013		60.00CR	066931	60.00
1962	CASPERS TRUCK EQUIPMENT INC							
	I-63876	CASPERS TRUCK EQUIPMENT INC	R	1/15/2013		232.50CR	066932	232.50
1	CENTRAL SUPPLY & SERVICE							
	I-104	104	R	1/15/2013		44.87CR	066933	44.87
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7875	CLEANING SOLUTION SERVICES INC	R	1/15/2013		1,225.00CR	066934	
	I-05-7876	CLEANING SOLUTION SERVICES INC	R	1/15/2013		1,261.85CR	066934	
	I-05-7909	CLEANING SOLUTION SERVICES INC	R	1/15/2013		1,167.15CR	066934	3,654.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC.	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5739	COMPUTER EXPLORERS							
	I-351172	COMPUTER EXPLORERS	R	1/15/2013		150.00CR	066935	150.00
0062	D & D UNIFORMS INC							
	I-543265	D & D UNIFORMS INC	R	1/15/2013		66.00CR	066936	
	I-543266	D & D UNIFORMS INC	R	1/15/2013		6.50CR	066936	
	I-543283	D & D UNIFORMS INC	R	1/15/2013		129.50CR	066936	
	I-543285	D & D UNIFORMS INC	R	1/15/2013		114.00CR	066936	
	I-543287	D & D UNIFORMS INC	R	1/15/2013		24.52CR	066936	
	I-543295	D & D UNIFORMS INC	R	1/15/2013		88.00CR	066936	
	I-543296	D & D UNIFORMS INC	R	1/15/2013		27.00CR	066936	455.52
0063	DAANEN & JANSSEN INC							
	I-128023	DAANEN & JANSSEN INC	R	1/15/2013		120.00CR	066937	120.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1518410	EMERGENCY MEDICAL PRODUCTS INC	R	1/15/2013		548.71CR	066938	548.71
0331	FERGUSON WATERWORKS #1476 INC							
	I-123720	FERGUSON WATERWORKS #1476 INC	R	1/15/2013		448.34CR	066939	448.34
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9658280-00	FIRST SUPPLY GREEN BAY LLC	R	1/15/2013		390.98CR	066940	390.98
6691	FLASHER RENTL LLC							
	I-2012885	FLASHER RENTL LLC	R	1/15/2013		424.00CR	066941	424.00
1668	FORESTRY SUPPLIERS INC							
	I-406818-00	FORESTRY SUPPLIERS INC	R	1/15/2013		54.98CR	066942	
	I-406818-01	FORESTRY SUPPLIERS INC	R	1/15/2013		388.24CR	066942	443.22
6684	FRANKS FEED MILL INC							
	I-141542	FRANKS FEED MILL INC	R	1/15/2013		69.75CR	066943	
	I-141933	FRANKS FEED MILL INC	R	1/15/2013		23.25CR	066943	93.00
0089	FRV INC							
	I-118039	FRV INC	R	1/15/2013		196.18CR	066944	
	I-118199	FRV INC	R	1/15/2013		1,274.36CR	066944	1,470.54
0562	GALL'S INC							
	I-276757	GALL'S INC	R	1/15/2013		380.00CR	066945	
	I-290715	GALL'S INC	R	1/15/2013		143.19CR	066945	
	I-290716	GALL'S INC	R	1/15/2013		135.61CR	066945	658.80

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1891	GANNETT WI MEDIA							
	I-6872414	GANNETT WI MEDIA	R	1/15/2013		185.77CR	066946	185.77
2544	GLOBAL RECOGNITION INC							
	I-130946	GLOBAL RECOGNITION INC	R	1/15/2013		182.75CR	066947	182.75
0116	GRAINGER INC							
	C-9014478847	GRAINGER INC	R	1/15/2013		136.43	066948	
	I-9020690872	GRAINGER INC	R	1/15/2013		505.75CR	066948	
	I-9020690880	GRAINGER INC	R	1/15/2013		482.64CR	066948	
	I-9027093625	GRAINGER INC	R	1/15/2013		183.60CR	066948	1,035.56
0666	GRAY'S INC							
	I-30069	GRAY'S INC	R	1/15/2013		3,582.00CR	066949	3,582.00
0124	GREEN BAY CITY TREASURER							
	I-82420	GREEN BAY CITY TREASURER	R	1/15/2013		50.00CR	066950	50.00
5573	HASLER							
	I-16392392	HASLER	R	1/15/2013		50.00CR	066951	50.00
1237	HASTINGS AIR ENERGY CONTROL							
	I-144939	HASTINGS AIR ENERGY CONTROL	R	1/15/2013		767.00CR	066952	
	I-144940	HASTINGS AIR ENERGY CONTROL	R	1/15/2013		1,036.00CR	066952	1,803.00
3521	HD SUPPLY WATERWORKS LTD							
	I-587261	HD SUPPLY WATERWORKS LTD	R	1/15/2013		1,392.20CR	066953	
	I-5915269	HD SUPPLY WATERWORKS LTD	R	1/15/2013		1,642.60CR	066953	
	I-5938366	HD SUPPLY WATERWORKS LTD	R	1/15/2013		358.72CR	066953	
	I-5974843	HD SUPPLY WATERWORKS LTD	R	1/15/2013		225.00CR	066953	3,618.52
3727	MARY JANE HERBER							
	I-201301081772	MARY JANE HERBER	R	1/15/2013		146.52CR	066954	146.52
5484	HYDRO DESIGNS INC							
	I-28177-IN	HYDRO DESIGNS INC	R	1/15/2013		2,876.00CR	066955	
	I-28205-IN	HYDRO DESIGNS INC	R	1/15/2013		1,657.00CR	066955	4,533.00
4948	IGFOA							
	I-201301091805	IGFOA	R	1/15/2013		25.00CR	066956	25.00
1399	INDOFF INC							
	C-2203724	INDOFF INC	R	1/15/2013		55.09	066957	
	I-2199722	INDOFF INC	R	1/15/2013		346.39CR	066957	
	I-2201244	INDOFF INC	R	1/15/2013		389.85CR	066957	
	I-2202067	INDOFF INC	R	1/15/2013		84.67CR	066957	
	I-2202505	INDOFF INC	R	1/15/2013		76.00CR	066957	
	I-2202698	INDOFF INC	R	1/15/2013		18.43CR	066957	
	I-2204400	INDOFF INC	R	1/15/2013		498.00CR	066957	
	I-2207145	INDOFF INC	R	1/15/2013		155.59CR	066957	
	I-2207151	INDOFF INC	R	1/15/2013		194.62CR	066957	
	I-2208461	INDOFF INC	R	1/15/2013		105.98CR	066957	1,814.44

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0168	J MAUEL AND ASSOCIATES INC							
	I-201301081785	J MAUEL AND ASSOCIATES INC	R	1/15/2013		250.00CR	066958	250.00
6688	JOHNSON, KIM							
	I-201301081786	JOHNSON, KIM	R	1/15/2013		100.00CR	066959	100.00
3986	KIMPS ACE HARDWARE CORP							
	I-289798	KIMPS ACE HARDWARE CORP	R	1/15/2013		46.49CR	066960	46.49
3140	KUNDINGER FLUID POWER INC							
	I-50217967	KUNDINGER FLUID POWER INC	R	1/15/2013		712.08CR	066961	712.08
0153	LAFORCE INC							
	I-734420 RI	LAFORCE INC	R	1/15/2013		29.77CR	066962	29.77
0157	LEAGUE OF WI MUNICIPALITIES							
	I-201301091806	LEAGUE OF WI MUNICIPALITIES	R	1/15/2013		5,588.76CR	066963	5,588.76
5786	LEE, CINDY							
	I-201301081773	LEE, CINDY	R	1/15/2013		26.64CR	066964	26.64
1443	MARTIN SECURITY SYSTEMS INC							
	I-88644	MARTIN SECURITY SYSTEMS INC	R	1/15/2013		299.40CR	066965	299.40
5269	MASTERFILES INC							
	I-2908011301	MASTERFILES INC	R	1/15/2013		26.65CR	066966	26.65
3216	ALAN MATZKE							
	I-201301081774	ALAN MATZKE	R	1/15/2013		79.11CR	066967	79.11
2292	MC MAHON'S OF LUXEMBURG INC							
	I-11390	MC MAHON'S OF LUXEMBURG INC	R	1/15/2013		2,550.00CR	066968	2,550.00
0173	MENARDS INC							
	I-11126	MENARDS INC	R	1/15/2013		24.95CR	066969	
	I-11638	MENARDS INC	R	1/15/2013		1.29CR	066969	
	I-11968	MENARDS INC	R	1/15/2013		50.37CR	066969	
	I-12505	MENARDS INC	R	1/15/2013		6.87CR	066969	83.48
1	METLIFE							
	I-201301081775	REFUND DEPOSIT	R	1/15/2013		50.00CR	066970	50.00

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6277	METZLER, SHANNON							
	I-201301081776	METZLER, SHANNON	R	1/15/2013		316.86CR	066971	316.86
0176	MID STATE SUPPLY CORP							
	I-635162	MID STATE SUPPLY CORP	R	1/15/2013		10.11CR	066972	10.11
6692	MILWAUKEE AREA TECH COLLEGE							
	I-42768	MILWAUKEE AREA TECH COLLEGE	R	1/15/2013		30.27CR	066973	30.27
6467	MOD SQUADS LLC							
	I-11-1601	MOD SQUADS LLC	R	1/15/2013		180.00CR	066974	180.00
5962	MULTI-JURISDICTIONAL TRAINING CENTER							
	I-201301091807	MULTI-JURISDICTIONAL TRAINING	R	1/15/2013		500.00CR	066975	500.00
0382	NASCO							
	I-187871	NASCO	R	1/15/2013		1,961.53CR	066976	1,961.53
0076	NASSCO INC							
	I-S1642939.001	NASSCO INC	R	1/15/2013		207.22CR	066977	
	I-S1643519.001	NASSCO INC	R	1/15/2013		2,257.70CR	066977	2,464.92
6685	NELCO PRODUCTS INC							
	I-634247-1	NELCO PRODUCTS INC	R	1/15/2013		70.04CR	066978	70.04
4679	NEWSC							
	I-833	NEWSC	R	1/15/2013		2,000.00CR	066979	2,000.00
5552	NFPA							
	I-5708130Y	NFPA	R	1/15/2013		165.00CR	066980	165.00
4244	NICK'S BMW LLC							
	I-201301081777	NICK'S BMW LLC	R	1/15/2013		23.48CR	066981	
	I-50099	NICK'S BMW LLC	R	1/15/2013		169.96CR	066981	193.44
3191	NIELSON COMMUNICATIONS INC							
	I-GB12015363	NIELSON COMMUNICATIONS INC	R	1/15/2013		60.00CR	066982	60.00
0531	NORTHEAST AUTO PARTS INC							
	C-274587	NORTHEAST AUTO PARTS INC	R	1/15/2013		59.50	066983	
	I-274491	NORTHEAST AUTO PARTS INC	R	1/15/2013		9.47CR	066983	
	I-274494	NORTHEAST AUTO PARTS INC	R	1/15/2013		285.02CR	066983	
	I-274640	NORTHEAST AUTO PARTS INC	R	1/15/2013		7.47CR	066983	
	I-274645	NORTHEAST AUTO PARTS INC	R	1/15/2013		16.38CR	066983	
	I-274715	NORTHEAST AUTO PARTS INC	R	1/15/2013		56.99CR	066983	
	I-274724	NORTHEAST AUTO PARTS INC	R	1/15/2013		24.96CR	066983	
	I-274791	NORTHEAST AUTO PARTS INC	R	1/15/2013		30.78CR	066983	
	I-274831	NORTHEAST AUTO PARTS INC	R	1/15/2013		4.91CR	066983	
	I-274873	NORTHEAST AUTO PARTS INC	R	1/15/2013		32.98CR	066983	
	I-274898	NORTHEAST AUTO PARTS INC	R	1/15/2013		16.49CR	066983	
	I-274916	NORTHEAST AUTO PARTS INC	R	1/15/2013		16.58CR	066983	442.53

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000069817	NORTHEAST WI TECH COLLEGE	R	1/15/2013		1,241.12CR	066984	1,241.12
0571	NORTHERN PIPE EQUIPMENT INC							
	I-12178	NORTHERN PIPE EQUIPMENT INC	R	1/15/2013		216.48CR	066985	216.48
6686	OFFICE FURNITURE OUTLET OFO INC							
	I-61	OFFICE FURNITURE OUTLET OFO IN	R	1/15/2013		514.00CR	066986	514.00
1160	OFFICEMAX INC							
	I-414522	OFFICEMAX INC	R	1/15/2013		59.72CR	066987	59.72
0194	OLSON TRAILER & BODY LLC							
	I-C07456	OLSON TRAILER & BODY LLC	R	1/15/2013		1,015.71CR	066988	
	I-C07466	OLSON TRAILER & BODY LLC	R	1/15/2013		115.41CR	066988	1,131.12
5344	PABICH, KEN							
	I-201301081778	PABICH, KEN	R	1/15/2013		189.26CR	066989	189.26
0499	PACK AND SHIP LLC							
	I-91135	PACK AND SHIP LLC	R	1/15/2013		15.13CR	066990	15.13
0197	PACKER CITY INTERNATIONAL INC							
	C-1-223610077	PACKER CITY INTERNATIONAL INC	R	1/15/2013		45.00	066991	
	I-1-223560044	PACKER CITY INTERNATIONAL INC	R	1/15/2013		137.98CR	066991	
	I-1-223620074	PACKER CITY INTERNATIONAL INC	R	1/15/2013		182.98CR	066991	
	I-1-230020140	PACKER CITY INTERNATIONAL INC	R	1/15/2013		227.28CR	066991	503.24
0208	POMP'S TIRE SERVICE INC							
	I-1010005935	POMP'S TIRE SERVICE INC	R	1/15/2013		414.44CR	066992	
	I-90005389	POMP'S TIRE SERVICE INC	R	1/15/2013		265.40CR	066992	679.84
6578	PRACTICE MNGMT INFO CORP							
	I-790629	PRACTICE MNGMT INFO CORP	R	1/15/2013		78.19CR	066993	78.19
1701	PRAXAIR DISTRIBUTION INC							
	I-44829236	PRAXAIR DISTRIBUTION INC	R	1/15/2013		66.60CR	066994	66.60
3854	R J MARX, INC							
	I-13-10003	R J MARX, INC	R	1/15/2013		85.00CR	066995	85.00
1434	PAULA RAHN							
	I-201301081779	PAULA RAHN	R	1/15/2013		128.21CR	066996	128.21

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4208	RED THE UNIFORM TAILOR							
	I-W53776	RED THE UNIFORM TAILOR	R	1/15/2013		363.69CR	066997	363.69
0228	RENT A FLASH OF WISCONSIN INC							
	I-37620	RENT A FLASH OF WISCONSIN INC	R	1/15/2013		798.00CR	066998	798.00
2548	RETTLER CORPORATION							
	I-10036	RETTLER CORPORATION	R	1/15/2013		255.60CR	066999	255.60
0222	RNOW INC							
	C-CM10499	RNOW INC	R	1/15/2013		172.75	067000	
	I-43028	RNOW INC	R	1/15/2013		464.59CR	067000	291.84
1890	S I METALS AND SUPPLY							
	I-137290	S I METALS AND SUPPLY	R	1/15/2013		23.00CR	067001	23.00
0235	SAINT VINCENT HOSPITAL							
	I-33879	SAINT VINCENT HOSPITAL	R	1/15/2013		40.57CR	067002	40.57
1053	SCENIC VIEW LANDSCAPES							
	I-941	SCENIC VIEW LANDSCAPES	R	1/15/2013		340.00CR	067003	340.00
1516	SCHENCK BUSINESS SOLUTIONS							
	I-610576	SCHENCK BUSINESS SOLUTIONS	R	1/15/2013		5,600.00CR	067004	5,600.00
6687	SECURITY FENCE & SUPPLY CO INC.							
	I-22222-2012-IN	SECURITY FENCE & SUPPLY CO INC	R	1/15/2013		1,580.00CR	067005	1,580.00
6027	SESAC							
	I-3595979	SESAC	R	1/15/2013		327.00CR	067006	327.00
2953	SHERWIN INDUSTRIES INC							
	I-2115368-00	SHERWIN INDUSTRIES INC	R	1/15/2013		841.50CR	067007	
	I-2121134-00	SHERWIN INDUSTRIES INC	R	1/15/2013		3.50CR	067007	
	I-SS049185	SHERWIN INDUSTRIES INC	R	1/15/2013		790.00CR	067007	1,635.00
0719	SPRINGSTED INC							
	I-12-109	SPRINGSTED INC	R	1/15/2013		2,000.00CR	067008	2,000.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-1412682	TRAFFIC & PARKING CONTROL INC	R	1/15/2013		186.86CR	067009	186.86

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0272	UNIFORM SHOPPE INC							
	I-215880	UNIFORM SHOPPE INC	R	1/15/2013		70.95CR	067010	
	I-215956	UNIFORM SHOPPE INC	R	1/15/2013		33.95CR	067010	
	I-216051	UNIFORM SHOPPE INC	R	1/15/2013		48.95CR	067010	
	I-216312	UNIFORM SHOPPE INC	R	1/15/2013		127.95CR	067010	
	I-216499	UNIFORM SHOPPE INC	R	1/15/2013		79.95CR	067010	
	I-216502	UNIFORM SHOPPE INC	R	1/15/2013		89.95CR	067010	
	I-216503	UNIFORM SHOPPE INC	R	1/15/2013		17.90CR	067010	
	I-216534	UNIFORM SHOPPE INC	R	1/15/2013		93.90CR	067010	
	I-216608	UNIFORM SHOPPE INC	R	1/15/2013		119.95CR	067010	683.45
0270	US POSTAL SERVICE							
	I-201301081780	US POSTAL SERVICE PRMT 2	R	1/15/2013		190.00CR	067011	190.00
1229	UTILITY SALES AND SERVICE INC							
	I-125873-IN	UTILITY SALES AND SERVICE INC	R	1/15/2013		20.42CR	067012	20.42
5791	VALUE IN LOCAL GOVERNMENT							
	I-2013-021	VALUE IN LOCAL GOVERNMENT	R	1/15/2013		35.00CR	067013	35.00
0277	VAN'S FIRE & SAFETY INC							
	I-4042726	VAN'S FIRE & SAFETY INC	R	1/15/2013		59.50CR	067014	59.50
4941	VERMEER-WISCONSIN INC							
	I-30036015	VERMEER-WISCONSIN INC	R	1/15/2013		93.58CR	067015	93.58
5539	VORPAHL FIRE & SAFETY CORP							
	I-215100180	VORPAHL FIRE & SAFETY CORP	R	1/15/2013		45.32CR	067016	45.32
6693	W S DARLEY & CO							
	I-17049358	W S DARLEY & CO	R	1/15/2013		1,026.25CR	067017	1,026.25
0282	WESCO DISTRIBUTION INC							
	I-127199	WESCO DISTRIBUTION INC	R	1/15/2013		83.07CR	067018	83.07
1199	WI CHIEFS OF POLICE ASSOCIATION INC							
	I-201301091808	WI CHIEFS OF POLICE ASSOCIATIO	R	1/15/2013		100.00CR	067019	100.00
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201301091804	WI DEPT OF JUSTICE TIME MADI	R	1/15/2013		21.00CR	067020	21.00
2425	WI POLICE EXECUTIVE GROUP							
	I-201301091809	WI POLICE EXECUTIVE GROUP	R	1/15/2013		100.00CR	067021	100.00

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A / P CHECK REGISTER

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PACKET: 03855 JAN 2013 COUNCIL - 2 1-15-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR NAME / T.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0300	ZARNOTH BRUSH WORKS INC						
I-141904-IN	ZARNOTH BRUSH WORKS INC	R	1/15/2013		4,949.10	CR 067022	4,949.10
6656	ZENITH TECH INC.						
I-2012-2050.00 (3)	ZENITH TECH INC.	R	1/15/2013		354,018.93	CR 067023	354,018.93

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	113	0.00	447,527.05	447,527.05
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:	113	0.00	447,527.05	447,527.05

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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A / P CHECK REGISTER

PAGE: 11

PACKET: 03855 JAN 2013 COUNCIL - 2 1-15-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	1/2013	63,796.50CR
201	1/2013	6,523.78CR
210	1/2013	255.60CR
235	1/2013	354,018.93CR
290	1/2013	30.00CR
301	1/2013	2,151.25CR
601	1/2013	11,224.29CR
650	1/2013	9,526.70CR
ALL		447,527.05CR

CITY OF DE PERE - January 15, 2013

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses for the 2012-2014 Licensing Period					
1	JANSE-VREELING, AMANDA M.	463 N. CREST STREET	HORTONVILLE	WI	54944
2	JONES, BRENDEN J.	1354 S. NINTH STREET	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					
1	ADHIKAR, SHARADA	1305 LUCERNE DRIVE, #1	MENASHA	WI	54952
2	ANDERSON, RACHEL M.	630 HELENA STREET	DE PERE	WI	54115
3	BRUINOOG, LAURIE L.	212 BELLEVUE STREET	GREEN BAY	WI	54302
4	HILDRETH, KENDRA IRENE	418 LILAC LANE	DE PERE	WI	54115
5	NICKLAS, PEGGY S.	701 OAK STREET	DE PERE	WI	54115
6	NEUGENT, REBECCA L.	1929 BUNKER HILL COURT	DE PERE	WI	54115
7	ROBINSON, CLAUDE J.	1437 S. CHESTNUT AVENUE	GREEN BAY	WI	54304
8	SCHULTZ, KAY L.	3506 LAYDEN DRIVE, APT 8	DE PERE	WI	54115