335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

Common Council

Regular Meeting

Agenda

Tuesday, November 17, 2015 | 7:30 PM | De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **November 17, 2015** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to order.

1. Roll call.

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the November 3, 2015 Common Council Meeting.

4. Public Hearing on the proposed Budget for calendar year 2016.

   A. Presentation of 2016 Budget.

   B. Notice of Public Hearing.

   C. Approval of proposed 2016 Budget.

   D. Resolution #15-125, Adoption of Tax Levy for City Purposes to Support the 2016 City Budget.

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

6. Recommendation from the Board of Park Commissioners to accept a Project Proposal to build informational signs for Voyageur Park by an Eagle Scout.

7. Recommendation from the Finance Committee to accept the followig donations to the Fire Department:

   A. Smoke detectors from Professional Fire Fighters of Wisconsin.

   B. Smoke & carbon monoxide detectors from Jarden Safety Company.

   C. Smoke & carbon monoxide detectors from FM Global.

8. Resolution #15-126, Authorizing Amendments to $2,450,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bond (Wash World Inc. Project) Series 2013 Bonds (the "Bonds").

9. Resolution #15-127, Disallowance of Claim (St. Norbert College).

10. Resolution #15-128, Authorizing Amended WISCORS Cooperative Agreement Between the State of Wisconsin Department of Transportation and the City of De Pere.

11. Resolution #15-129, Authorizing Memorandum of Understanding for Cost Sharing of GIS/Webmapping Services.

12. Voucher Approval.
13. Operator License Applications.
14. Future Agenda Items.
15. Adjournment.

Lawrence M. Delo
City Administrator

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

<u>Agenda Sent To:</u>
Alderpersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Kristee Becker, Saint Norbert College
Mike Willis

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 17, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the November 3, 2015 Common Council Meeting.

ATTACHMENTS:

- 11-03-2015 Common Council Minutes (DOC)

Common Council

335 South Broadway
De Pere, WI 54115
http://www.de-pere.org

Regular Meeting

Draft Minutes

Tuesday, November 3, 2015 | **7:30 PM** | **De Pere City Hall Council Chambers**

1. Call to order.

The Common Council Meeting was called to order by Alderperson Donovan on November 3, 2015 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the Common Council and Redevelopment Authority Special Meeting.

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

4. Approval of the Minutes of the October 20, 2015 Common Council Meeting.

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

5. Public comment upon matters not on the agenda or other announcements. None.

6. Recommendation from the Finance/Personal Committee to approve addition to wage scale to accommodate WIAA Certified Basketball officials at a rate of $22 per game.

   Alderperson Crevier motioned, seconded by Alderperson Raasch to approve the recommendation. Upon roll call vote, motion carried unanimously.

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

7. Recommendation of the Finance & Personnel Committee to appropriate $2,500 from unassigned reserves to 100-52200-122 for 2015 Part-Time Training & Safety Officer salary.

Alderperson Raasch inquired if this was part of the original budget or added later. Chief Rubin replied that the request is for a part time training officer to maintain safety certification and will be advertised as a new position. City Administrator Delo provided background that the City used to have two assistant chiefs, one of whom handled training, and that position was eliminated. The department found that they were not maintaining safety levels as they wanted to. Upon roll call vote, motion carried unanimously.

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

8. Ordinance #15-27, Creating §106-4(c) De Pere Municipal Code Relating to Mobile Food Establishments (request of Alderperson Raasch) (referred back to staff at October 20, 2015 Common Council meeting).

Alderperson Raasch motioned, seconded by Alderperson Crevier to approve the ordinance.
Alderperson Rafferty inquired about section 6(e) regarding inspections, and whether City staff would conduct inspections if the service base is not in De Pere. City Attorney Schmidt-Lehman responded that inspections would be handled by the jurisdiction where the service base is located. Discussion followed regarding section 7(c)(4) and the definition of city official.
Alderperson Rafferty motioned, seconded by Alderperson Boyd to amend the ordinance to include language that food trucks cannot be left unattended during operation. Alderperson Crevier requested clarification on whether a food truck can park in any public parking space. Discussion followed regarding the provisions in the proposed ordinance about city streets versus public/private parking lots, duration, the potential for enforcement problems, and hours of operation. Upon vote, motion carried with Alderperson Crevier voting nay.
Alderperson Boyd inquired about feedback from restaurants in the city. City Planning Director Kim Flom reported that restaurant owners were surveyed and staff received no responses. Boyd clarified that trucks are not allowed in parking lots; only with express permission of owner. Rafferty reported that she has asked several restaurants and did not get any negative feedback. Discussion followed regarding the definition of lunch/dinner hour and buffer zone restrictions.
Crevier requested additional clarification as to where in the ordinance it states food trucks cannot park in lots, and Attorney Schmidt-Lehman referred him to paragraph 7(c), Zoning Restrictions. Discussion followed. Administrator Delo stated that language could be added in addition to "premise" to say "public parking lots"; he did point out that staff duplicated Green Bay's ordinance for consistency sake, and any changes we make now could create more confusion for vendors.
Alderperson Crevier motioned, seconded by Alderperson Boyd to amend section 7(a) to state that properly licensed mobile food truck establishments may vend from city street right-of-way under the terms and conditions of this section. Upon vote, motion carried unanimously.
Alderperson Kneiszel inquired about the basis for the proposed $500 license fee. Attorney Schmidt-Lehman reported that the Finance Committee was given the opportunity to discuss the fees and did not, so staff drafted the ordinance using the same figure as Green Bay. Planning Director Flom reported that the ordinance in Green Bay was developed using feedback from a number of restaurants in the area. As "brick and mortar" businesses, they wanted the food trucks to have some sort of investment in the community as well. Discussion followed regarding fees in communities of similar size. Alderperson Crevier motioned, seconded by Alderperson Kneiszel to amend the ordinance to require a fee of $400 annually for new food trucks, and $200 for established restaurants. Upon roll call vote, motion failed 3-5 with Bauer, Boyd, Donovan, Lueck and Raasch voting nay.

Upon vote, original motion passed as amended unanimously.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

9. Ordinance #15-30, Amending §54-8 De Pere Municipal Code Regarding Razing Permit Waiting Period.

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

10. Introduction of Resolution #15-122, Regarding the Vacation of a Portion of Public Thoroughfare (George Street Right-of-Way Adjacent to ED-844) (refer to public hearing).

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

11. Resolution #15-123, Authorizing Agreement Regarding the Sale and Purchase of Certain Property Between the City of De Pere and JDL3 Properties, LLC.

Alderperson Bauer inquired what the buyer is planning to build at the site. Planning and Economic Development Director Kim Flom replied that it will be a 51,000 square foot production facility.

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

12. Resolution 15-124, Authorizing Submission of Wisconsin Economic Development Corporation Community Development Investment Grant Application.

Alderperson Bauer motioned, seconded by Alderperson Boyd to approve the resolution. Alderperson Lueck inquired about any financial obligations on the part of the City. Planning Director Kim Flom reported that the grant does not require a City match. If awarded, New Leaf would need to expend the funds before the grant money would be disbursed to the City and then filtered through to the project. New Leaf also plans to apply for a Revolving Loan Fund from the City, but that would be addressed separately.

Alderperson Crevier inquired if the City's reputation would be negatively affected if the company defaulted. Planning Director Flom stated that WEDC has no recourse if the business does not succeed; she pointed out that they do have a fairly stringent review and underwriting process. Projects that have their financing already in place receive a higher score. Alderperson Raasch stated he is very familiar with New Leaf and has a number of concerns about the proposed project, including their attempts to get financial backing from membership sales. The information he's seen indicates they are underfunded, and he questions whether they have the cash flow to get off the ground. Planning Director Flom stated that there is a representative from New Leaf in attendance

who would be able to answer questions. She also stated that the City can only apply for one grant per year. It is a very competitive process with many applicants. The City has not applied for this grant for several years. Alderperson Raasch asked how long New Leaf has been looking in De Pere. Administrator Delo stated that he was first approached by New Leaf over a year ago, and his understanding is that they are no longer focusing on being a low-income food source, but rather focusing on being a regional food source co-op, and providing an option which would be within walking distance for many residents near downtown.
Alderperson Kneiszel motioned, seconded by Alderperson Rafferty to open the meeting to the public. Upon vote, motion carried unanimously.
Lynn Walter, president of New Leaf, Inc, addressed the board. She reported that they are currently at 835 members, and need 1000 in order to put the shovel in the ground. They have also conducted a member loan campaign, and they expect to bring the total member contribution to $870,000. Alderperson Raasch inquired what would happen to New Leaf if the grant is approved but the City does not offer the RLF funds. Ms. Walter responded that although they are hoping for RLF funds, they are also looking at cost cutting measures and a leasing scenario to put the package together. Their plan is to provide 70% organic and 30% conventional foods. Alderperson Raasch asked how they would be competitive with stores such as Festival, Waseda Farms, Austins, etc. Ms. Walter replied that they are a community-owned grocery, and they have conducted two market studies that show they are competitive. They anticipate profitability within Year 3. Administrator Delo reminded Council members that the item before them tonight is not a request for a revolving loan fund. Alderperson Crevier requested a breakdown of where New Leaf members live; approximately 2/3 live in the Astor Park/Allouez/East De Pere corridor. Alderperson Kneiszel asked what New Leaf likes about the location, and Ms. Walter replied that they like the small city/downtown ambiance. They feel it will attract the kinds of shoppers that will appreciate their products and support local growers.
Alderperson Kneiszel motioned, seconded by Alderperson Boyd, to return to regular order. Upon vote, motion carried unanimously.
Alderperson Bauer observed that he does not have a problem supporting the grant application, but that it will be a lot harder to say yes down the road to an RLF application. Discussion followed regarding the WEDC grant application timeline and review process. Administrator Delo pointed out that it is not the role of the Council to determine the feasibility of the plan, but only whether members are willing to have the City be the conduit to receive the funds if the grant is awarded.
Upon roll call vote, motion carried with Raasch voting nay.

RESULT:	**ADOPTED [7 TO 1]**
MOVER:	Kevin Bauer, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
NAYS:	Dean Raasch

13. Appointment to Brown County Plan Commission by Mayor Walsh.

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

14. Voucher Approval.

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

15. Operator License Applications.

CITY OF DE PERE - November 3, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	WALENTOWSKI II, PHILLIP A.	24 WENDY WAY	MENASHA	WI	54952
2	WILHITE, ERIC R.	126 ACREVIEW DR.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	DECLEENE, STEVEN L.	1334 SCHEURING ROAD	DE PERE	WI	54115
2	DELANEY, NICHOLAS A.	1320 SCHEURING ROAD APT. 8	DE PERE	WI	54115

Alderperson Bauer motioned, seconded by Alderperson Raasch to table Previously Tabled Operator License Application #1 and deny Previously Tabled Operator License Application #2. Upon vote, motion carried unanimously.
Alderperson Bauer motioned, seconded by Alderperson Boyd to table New Operator License Application #1 and approve New Operator License Application #2. Upon vote, motion carried unanimously.

16. Future Agenda Items.

Alderperson Crevier asked what the schedule is for agenda item #10, the vacation request for a portion of George St right-of-way. Attorney Schmidt-Lehman stated that the public hearing must be scheduled not less than 40 days from today, which will be the second Council meeting in December.
Alderperson Lueck requested an update on traffic changes at Dickinson School and the school crossing areas on the West side.

17. Adjournment. Alderperson Bauer motioned, seconded by Alderperson Crevier to adjourn the meeting at 8:47 PM. Upon vote, motion carried unanimously.

Respectfully submitted,

Carey Danen, Administrative Assistant

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 17, 2015**
DEPARTMENT:	**Common Council**
FROM:	**Joe Zegers**
SUBJECT:	**Resolution #15-125, Adoption of Tax Levy for City Purposes to Support the 2016 City Budget.**

To: Members of the City Council

From: Mike Walsh, Mayor
Larry Delo, Administrator
Joe Zegers, Finance Director

Date: November 10, 2015

Subject: 2016 Proposed Executive Budget Amendments

There are proposed amendment changes to the 2016 Executive Budget that was distributed to you on October 30th, 2015. The first change in the Executive Budget is the Wisconsin Department of Revenue finalized the City's assessed valuation at $1,859,601,900. The Executive Budget estimated the City's assessed valuation at $1,888,158,566. The Executive Budget estimated the assessment ratio utilized to establish the City's assessed value would decrease 1% (similar to the past several years). However, the rate decreased 2.62 %. This resulted in increasing the City's tax rate from $6.65 to $6.75 or an increase in the tax mill rate from 1.79% to 3.36%. The attached amendments are proposed to decrease the impact of the final assessed valuation figure. These changes would revise the City property tax mill rate to $6.69 from $6.65 in the original Executive Budget resulting in a tax rate increase of 2.40% from the 1.79% in the original Executive Budget.

The budget amendments are explained as follows:

*Police vehicles in the budget will be paid for over a 2 year lease instead of outright purchase reducing the 2016 outlay expenditure from $91,042 to $56,042, a $35,000 reduction.

*Fire overtime decreased $5,000 from $105,000 to $100,000. This results in increasing the prior year budget of $80,000 by $20,000 instead of $25,000 for 2016.

*Provide for the annual Brown County Bridge and Culvert tax levy of $1,000. This increases expenditures by $1,000 and was not included in the Executive Budget.

*Shift $20,000 included in the Park and Recreation Administration budget for Aquatic Center Site Study from the General Fund to the Public Land Acquisition Fund. The Public Land Acquisition Fund has an estimated $101,002 in the fund at December 31, 2015.

*Increase revenues for General Transportation Aids by $33,091 and Connecting Highway Aids by $731 to reflect most recent Wisconsin DOT estimates.

*Increase Parking Violation Fees by $15,000 to reflect an increase in the standard parking ticket from $15 to $20.

*The net effect of the above changes is the tax levy decreases $107,822.

*The recommended amendments would also decrease the proposed short-term note borrowing from $270,000 to $172,000.

These and any other changes would require a motion, second and approval by the City Council.

Should you have any questions on this feel free to call or email us. We will also be present at the Council meeting on November 17th to answer any questions you may have.

ATTACHMENTS:

- Reso15-125 (DOCX)

RESOLUTION #15-125

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2016 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2016 City Budget; and

WHEREAS, a public hearing regarding proposed 2016 City Budget was held on November 17, 2015; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2016 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

> That the De Pere Common Council hereby approves the 2016 Budget as presented; further the Common Council adopts a total 2015 property tax levy to support the City's 2016 Budget and that this levy be further apportioned according to the following: General Fund ($7,980,502); Debt Service ($1,960,313); Capital Projects ($1,741,276); and Local Levy TID Districts ($870,891).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of November, 2015.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 17, 2015**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to accept a Project Proposal to build informational signs for Voyageur Park by an Eagle Scout.**

Issue: This memo is to seek the Common Council approval for the De Pere Parks, Recreation and Forestry Department to accept a Project Proposal from an Eagle Scout to build informational signs for Voyageur Park.

Summary: The Eagle Scout Service Project Proposal from Scout Joel Mommaerts details plans to fund raise and acquire materials to build and install recycled plastic informational signs at Voyageur Park. The approximate value of the donation may be $1200. I have spoken to Joel and he will be recruiting volunteers to help him in his quest. He is specifically looking to build between one to three signs for the park. These signs will be used to mainly inform fisherman of river and fishing facts.

Thank you for your consideration in this matter. If you have any questions, concerns or comments, please do not hesitate to contact me.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **November 17, 2015**

DEPARTMENT: **Fire Department**

FROM: **Dennis Rubin**

SUBJECT: **Smoke detectors from Professional Fire Fighters of Wisconsin.**

ATTACHMENTS:

- SMOKE DETECTOR DONATION PFFW (PDF)

Memo

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

From: Dennis L. Rubin, Fire Chief

Date: October 22, 2015

Re: Consider Donation of Smoke Detectors – Professional Fire Fighters of Wisconsin

---

I am very pleased to report that the Professional Fire Fighters of Wisconsin (PFFW) has offered the Fire Department a donation of 25 battery powered smoke detectors valued at approximately $500. These devices are for the exclusive use by the De Pere Fire Rescue Department. The donated smoke alarms will be used as part of our first ever Smoke Blitz program on Saturday, December 5, 2015. This generous offer by PFFW does not require matching funds, but for the Department to install this critical personal safety device into a needy family's dwelling place. No additional expenditures are requested on behalf of the Fire Department for this project.

Smoke alarms are needed in a home to alert the occupants that a fire is developing. The notion is that this fast acting alarm alerts everyone in the home to evacuate the building immediately. We train our citizens to dial 9-1-1 to obtain emergency fire extinguishment services to quell their blaze. Tragically, De Pere experiences about a dozen blazes per year (on average) with three (3) of those generally being significant fires, such as the $800,000 plus fire loss at St Norbert College on May 8, 2015.

Although smoke detectors will not control an unfriendly fire, they will alert a family to get out of the building, thereby saving human life. So, in order for the Fire Department to reach our mission statement, smoke detectors need to be installed and maintained properly in every home in our City. This wonderful donation will be a great start on this journey.

Finally, the Fire Department is well underway, planning a smoke and carbon monoxide detector installation day on Saturday, December 5, 2015 from 9:00 a.m. to 2:00 p.m. Teams of De Pere Fire Fighters, along with Destiny Church members, will be out in the community installing about 80 of both devices. As more donated resources are available, additional Blitz installation days will be scheduled and held.

Thank you for your consideration. I respectfully request your support to move this item forward to the City Council for final action and approval. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 17, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Smoke & carbon monoxide detectors from Jarden Safety Company.

ATTACHMENTS:

- SMOKE & CARBON MONOXIDE DET DONATION JARDEN (PDF)

Memo

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

From: Dennis L. Rubin, Fire Chief DLR

Date: October 21, 2015

Re: Consider Donation of Smoke & Carbon Monoxide Detectors – Jarden Safety Company

---

I am very pleased to report that Jarden Safety Company, which trades as "First Alert," has offered the Fire Department a donation of 50 lithium battery powered smoke detectors valued at approximately $1,000 and 50 carbon monoxide detectors valued at approximately $1,000 for a total donation of $2,000. These devices are for the exclusive use by the De Pere Fire Rescue Department. The donated alarms will be used as part of our first ever Smoke & Carbon Monoxide Blitz program on Saturday, December 5, 2015. This generous offer by First Alert does not require matching funds, but for the Department to install these critical personal safety devices into a needy family's dwelling place. No additional expenditures are requested on behalf of the Fire Department for this project.

Smoke alarms are needed in a home to alert the occupants that a fire is developing. The notion is that this fast acting alarm alerts everyone in the home to evacuate the building immediately. We train our citizens to dial 9-1-1 to obtain emergency fire extinguishment services to quell their blaze. Tragically, De Pere experiences about a dozen blazes per year (on average) with three (3) of those generally being significant fires, such as the $800,000 plus fire loss at St Norbert College on May 8, 2015.

Although smoke detectors will not control an unfriendly fire, they will alert a family to get out of the building, thereby saving human life. Carbon monoxide is the colorless, odorless and tasteless killer more than 5,000 Americans each year. These devices are needed to determine the presence of this very toxic and flammable gas. So, in order for the Fire Department to reach our mission statement, both devices need to be installed and maintained properly in every home in our City. This wonderful donation will be a great start on this journey.

Finally, the Fire Department is well underway, planning a smoke and carbon monoxide detector installation day on Saturday, December 5, 2015 from 9:00 a.m. to 2:00 p.m. Teams of De Pere Fire Fighters, along with Destiny Church members, will be out in the community installing about 80 of both devices. As more donated resources are available, additional Blitz installation days will be scheduled and held.

Thank you for your consideration. I respectfully request your support to move this item forward to the City Council for final action and approval. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **November 17, 2015**

DEPARTMENT: **Fire Department**

FROM: **Dennis Rubin**

SUBJECT: **Smoke & carbon monoxide detectors from FM Global.**

ATTACHMENTS:

- SMOKE & CARBON MONOXIDE DET DONATION FM GLOBAL (PDF)

Memo

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

From: Dennis L. Rubin, Fire Chief DLR

Date: October 22, 2015

Re: Consider Donation of Smoke & Carbon Monoxide Detectors – FM Global

---

I am very pleased to report that FM Global has selected the De Pere Fire Department as the recipient of the $2,000 fire prevention competitive grant to provide smoke detectors and carbon monoxide detectors for needy families in our City. Our request was for FM Global's support for our first ever Smoke & Carbon Monoxide Blitz program. This wonderful opportunity to better protect homes in De Pere is planned for Saturday, December 5, 2015. This generous grant by FM Global does not require matching funds. However, the grant request described that the Department will install these critical personal safety devices into a needy family's dwelling place. No additional expenditures are requested on behalf of the Fire Department for this project.

Smoke alarms are needed in a home to alert the occupants that a fire is developing. The notion is that this fast acting alarm alerts everyone in the home to evacuate the building immediately. We train our citizens to dial 9-1-1 to obtain emergency fire extinguishment services to quell their blaze. Tragically, De Pere experiences about a dozen blazes per year (on average) with three (3) of those generally being significant fires, such as the $800,000 plus fire loss at St Norbert College on May 8, 2015.

Although smoke detectors will not control an unfriendly fire, they will alert a family to get out of the building, thereby saving human life. Carbon monoxide is the colorless, odorless and tasteless killer more than 5,000 Americans each year. These devices are needed to determine the presence of this very toxic and flammable gas. So, in order for the Fire Department to reach our mission statement, both devices need to be installed and maintained properly in every home in our City. This wonderful donation will be a great start on this journey.

Finally, the Fire Department is well underway planning a smoke and carbon monoxide detector installation day on Saturday, December 5, 2015 from 9:00 a.m. to 2:00 p.m. Teams of De Pere Fire Fighters, along with Destiny Church members, will be out in the community installing about 80 of both devices. As more donated resources are available, additional Blitz installation days will be scheduled and held.

Thank you for your consideration. I respectfully request your support to move this item forward to the City Council for final action and acceptance. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 17, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-126, Authorizing Amendments to $2,450,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bond (Wash World Inc. Project) Series 2013 Bonds (the "Bonds").

ATTACHMENTS:

- Reso15-126 (DOCX)
- First Amendment Agreement - Washworld (DOCX)
- Request to Amend IRB (PDF)
- Mayor & F-P - Washworld IRB amendment-11-4-15-138-003-12 (DOCX)

RESOLUTION #15-126

AUTHORIZING AMENDMENTS TO
$2,450,000 CITY OF DE PERE, BROWN COUNTY, WISCONSIN
INDUSTRIAL DEVELOPMENT REVENUE BOND
(WASH WORLD INC. PROJECT)
SERIES 2013 BONDS
(THE “BONDS”)

WHEREAS, the City of De Pere, Brown County Wisconsin (the “City” or the “Issuer”) issued its $2,450,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bonds (Wash World, Inc. Project) Series 2013 Bonds (the “Bonds”) on January 14, 2013; and

WHEREAS the proceeds of the Bonds were loaned to Washworld of DePere LLC (the “Eligible Participant”) which used such proceeds to acquire, construct, improve and/or equip a manufacturing facility leased to Wash World, Inc. in connection with its manufacturing operations including the manufacturing of vehicle wash systems; and

WHEREAS pursuant to Wis. Stat. 66.1103(3)(g) the City is permitted, whenever it deems it necessary or desirable in fulfillment of the purposes of any industrial development revenue bonds, to consent to modifications of interest rates paid on such bonds, a time of payment of any instalment of principal or interest or any other term of the revenue agreement, indenture or bonds; and

WHEREAS the current principal balance outstanding on the Note and the Bonds is $1,549,359.93; and

WHEREAS the Eligible Participant has entered into negotiations with Bank First National, the holder of 100% of the issued and outstanding Bonds, to modify certain terms and conditions of the Mortgage, Loan and Revenue Agreement including the extension of the fixed rate period of the Bonds, the method of computing interest on the Note issued in connection with the issuance of the Bonds and the Bonds themselves, and a modification of the prepayment consideration payable in the event of a prepayment of the principal amount outstanding on the Note and Bonds (as defined in the Mortgage, Loan and Revenue Agreement); and

WHEREAS the holders of 100% of the issued and outstanding Bonds, and the Servicer under the Indenture executed in connection with the issuance of the Bonds, as well as the corporate and personal guarantors of the Bonds have agreed to the modifications of the terms of the Mortgage, Loan and Revenue Agreement, the Note and the Bonds and other documents executed in connection with the issuance of the Bonds, as described above, and as set forth in the First Amendment to Terms of Bonds which has been submitted for review to the City Attorney; and

WHEREAS the Eligible Participant has requested that the City of De Pere agree to the First Amendment to Terms of Bonds;

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

1. Determination. The amendments to the terms of the bonds as set forth in the First Amendment to Terms of Bonds, as requested by the Eligible Participant and Wash World, Inc. are hereby found, based on representations made by the Eligible Participant and the owner of 100% of the issued and outstanding Bonds, to be necessary and desirable in fulfillment of the purposes of the Bonds.

2. Amendment. The First Amendment to Terms of Bonds, in substantially the form presented to the City Attorney, is hereby approved. Subject to such changes or revisions therein as Nelson & Schmeling as Bond Counsel ("Bond Counsel") or the City Attorney may approve, the Mayor and the Clerk, or any of their authorized deputies, if necessary, are authorized on behalf of the Issuer to execute and deliver the First Amendment to Terms of Bonds with such revisions, changes, or deletions as may be approved by the signatories thereto, which approval shall be conclusively proved by their execution of such document. Said Mayor and Clerk and their authorized deputies and other officials of the Issuer are hereby authorized to prepare or to have prepared and to execute, file and deliver, as appropriate, all such documents, financing statements, opinions, certificates, affidavits, and closing or post-closing as may be necessary to enter into said agreement and accomplish the purposes thereof.

3. LIMITATION ON LIABILITY OF ISSUER.THE BONDS, AFTER THE EXECUTION OF THE FIRST AMENDMENT TO TERMS OF BONDS, SHALL CONTINUE TO NOT BE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS, BUT SHALL BE PAYABLE SOLELY FROM THE PAYMENTS AND OTHER REVENUES THAT MAY BE AVAILABLE THEREFOR FROM THE RESPECTIVE LOAN AGREEMENT AND NOTE EXECUTED IN CONNECTION WITH THE ORIGINAL ISSUANCE OF THE BONDS, AND AS THEY ARE AMENDED PURSUANT TO THE FIRST AMENDMENT TO TERMS OF BONDS OR IN THE EVENT OF DEFAULT THEREON AS OTHERWISE PROVIDED HEREIN OR PERMITTED BY LAW.

No covenant, stipulation, obligation, or agreement herein contained or contained in the Bonds or the First Amendment to Terms of Bonds shall be deemed to be a covenant, stipulation, obligation, or agreement of any officer, agent or employee of the Issuer or of this Common Council in his or her individual capacity and neither the members of this Common Council nor any officer executing the Bonds or the amendments thereto shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of November, 2015.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:______

Nays:______

FIRST AMENDMENT TO TERMS OF BONDS

Agreement made as of November ___, 2015, by and among Washworld of DePere LLC, a Wisconsin limited liability company, (the "Eligible Participant"), the City of De Pere, Wisconsin (the "Issuer"), Bank First National, Green Bay, Wisconsin, in its capacity both as Bondholder ("Bondholder"), and as the Servicer ("Servicer"), Wash World Inc., a Wisconsin corporation, (the "Corporate Guarantor") and Peter T. Jensen and David C. Stock, (the "Personal Guarantors")

WHEREAS, the Issuer issued its $2,450,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bond (Wash World Inc. Project) Series 2013 Bonds (the "Bonds") on January 14, 2013; and

WHEREAS the proceeds of the Bonds were loaned to the Eligible Participant to finance the Project, as defined in the Mortgage, Loan and Revenue Agreement executed in connection with the issuance of the Bonds; and

WHEREAS the Bonds, and the Note given in connection with the issuance of the Bonds, are secured by a Mortgage, Loan and Revenue Agreement with respect to certain property owned by the Eligible Participant, including the Real Property described on Exhibit A attached hereto and made a part hereof, which Mortgage, Loan and Revenue Agreement has been recorded with the Register of Deeds for Brown County, Wisconsin, by a personal guaranty from the Personal Guarantors, and by a corporate guaranty from the Corporate Guarantor, which corporate guaranty is secured pursuant to the terms of a General Business Security Agreement granted by the Corporate Guarantor dated as of January 1, 2013; and

WHEREAS the Bondholder is the current owner of 100% of the issued and outstanding Bonds; and

WHEREAS the Servicer continues to serve as the Servicer under the Indenture under which the Bonds were issued; and

WHEREAS the current principal balance outstanding on the Note and the Bonds is $1,549,359.93; and

WHEREAS the parties hereto desire to consent to certain modifications of the terms of the Mortgage, Loan and Revenue Agreement and the Note granted in connection with the issuance of the Bonds under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Effective November ___, 2015 Schedule A to the Note and the Bond shall be replaced with the First Revised Schedule A attached hereto and made a part hereof.

2. Effective November ___, 2015 Section 5.2 of the Mortgage, loan and Revenue Agreement shall be amended to read as provided on Exhibit B attached hereto and made a part hereof.

3. The real property described on Exhibit A shall continue to secure the payment of the Note and Bonds, and all other obligations of the Eligible Participant under the Mortgage, Loan and Revenue Agreement.

4. Except as specifically modified herein, all other terms and conditions of the Mortgage, Loan and Revenue Agreement, Indenture, as well as all other certificates and other documents executed in connection with the original issuance of the Bonds, shall remain in full force and effect in accordance with their terms. The Eligible Participant, the Corporate Guarantor, and the Personal Guarantors agree to execute any documents necessary to reflect the amendments described herein, including any documents necessary to maintain the priority of the mortgage on the real property included in the Project.

5. This Agreement shall be recorded with the Brown County Register of Deeds to evidence the continued lien on the property described in Exhibit A attached hereto and made a part hereof.

6. The Eligible Participant represents and warrants that as of the date hereof they are in full compliance with all terms and conditions of the Mortgage, Loan and Revenue Agreement executed in connection with the Bonds.

7. The Corporate Guarantor and the Personal Guarantors hereby reaffirm their respective guarantees and agree and consent that such guarantees shall remain in full force and effect notwithstanding the modifications made to the terms of the Bonds as set forth herein.

8. LIMITATION ON LIABILITY OF ISSUER.THE BONDS, AFTER THE EXECUTION OF THIS FIRST AMENDMENT TO TERMS OF BONDS, SHALL CONTINUE TO NOT BE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS, BUT SHALL BE PAYABLE SOLELY FROM THE PAYMENTS AND OTHER REVENUES THAT MAY BE AVAILABLE THEREFOR FROM THE RESPECTIVE MORTGAGE, LOAN AND REVENUE AGREEMENT AND NOTE EXECUTED IN CONNECTION WITH THE ORIGINAL ISSUANCE OF THE BONDS, AND AS THEY ARE AMENDED PURSUANT TO THIS AGREEMENT OR IN THE EVENT OF DEFAULT THEREON AS OTHERWISE PROVIDED THEREIN OR PERMITTED BY LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of November ___, 2015.

WASHWORLD OF DEPERE LLC
The "Eligible Participant"

By: ________________________________
Peter T. Jensen, Member

By: ________________________________
David C. Stock, Member

CITY OF DE PERE
The "Issuer"

By:________________________________
Michael J. Walsh, Mayor

Attest:

By:________________________________
Shana D. Ledvina, City Clerk-Treasurer

BANK FIRST NATIONAL
As Bondholder and as Servicer in connection with the Bonds

By:________________________________
Joel Steber, Vice President, Business Banking

WASH WORLD, INC.
The "Corporate Guarantor"

By: ______________________________
Peter T. Jensen, President

By: ______________________________
David C. Stock, Vice-President

PERSONAL GUARANTORS

____
Peter T. Jensen

____
David C. Stock

Signatures of Peter T. Jensen and David C. Stock, Members of Washworld of DePere LLC, Peter T. Jensen, President and David C. Stock, Vice-President, of Wash World, Inc., Michael J. Walsh, Mayor, and Shana L. Defnet, City Clerk-Treasurer, of the City of De Pere, Wisconsin, Joel Steber, Vice-President Business Banking of Bank First National, and Peter T. Jensen and David C. Stock, as Personal Guarantors, authenticated this ___ day of November, 2015.

____
Michael D. Willis
Member, State Bar of Wisconsin

This Instrument was drafted by:

Michael D. Willis
Nelson & Schmeling
130 E. Walnut Street
P.O. Box 22130
Green Bay, WI 54305-2130
(920) 432-1400

<u>First Revised</u>
<u>Schedule A</u>

<u>Interest</u>

Interest shall be paid monthly, in arrears, for each calendar month on or before the first day of the month following the month for which the interest accrued. Interest shall be calculated based on the actual number of days elapsed using a 360 day year.

The interest due shall be computed by applying the rate to the weighted average principal amount outstanding on the Note and Bonds during the month, after taking into consideration the amounts drawn by the Eligible Participant from the Project Fund under the Mortgage, Loan and Revenue Agreement and any principal repayments made on the Note and Bonds

The interest rate for the period commencing on the closing date and extending through the date immediately prior to the first reset date shall be 3.00% per annum. The first reset date shall be January 1, 2021.

Effective with the first reset date, the Eligible Participant shall have the option to select an interest rate that shall be effective through the date immediately prior to the second reset date, from the following options:

A) A variable rate (the "Variable Rate") equal to:

[(Prime + Credit Spread) x Tax-Exempt Multiplier]

B) A fixed rate for 3 years (the "3 Year Fixed Rate") equal to:

[(Prime + Credit Spread) x Tax-Exempt Multiplier]

C) A fixed rate for 5 years (the "5 Year Fixed Rate") equal to:

[(Prime + Credit Spread) x Tax-Exempt Multiplier]

D) A fixed rate for 7 years (the "7 Year Fixed Rate") equal to:

[(Prime + Credit Spread) x Tax-Exempt Multiplier]

The rate chosen shall be effective from the first reset date through the expiration of the first reset period, which shall be one year in the case option A is selected, 3 years in the event option B is selected, 5 years in the event option C is selected and 7 years in the event option D is selected.

At the expiration of each reset period, the Eligible Participant shall have the option to make another selection from the above interest rate options for a subsequent reset period. The Eligible Participant shall continue to have the options after the expiration of each reset period until the bonds have been fully paid or retired. The Eligible Participant shall signify its choice of each interest rate option, in writing, to the Servicer at least 60 days prior to the commencement of the reset period to which such choice shall be applicable. If no choice is signified by the Eligible Participant prior to 60 days before the expiration of a reset period, the Eligible Participant shall be deemed to have selected option A for the ensuing reset period.

If the Variable Rate is chosen by the Eligible Participant, it shall be recomputed monthly, as of the first day of each calendar month during the reset period, which rate shall be applicable for the balance of that month.

"Prime" shall be the prime rate of interest announced in the Wall Street Journal, Midwest edition, as of the first business day of each month for which the interest accrued. In the event the interest rate is announced as a range, the midpoint of the range shall be deemed to be "Prime" for the succeeding month.

"Credit Spread" means the Credit Spread determined by the original purchaser (the "Purchaser") of the bonds as the difference between such Purchaser's cost of funds and targeted rate of return on loans for similarly situated borrowers as the Eligible Participant, and based on the interest rate option chosen by the Eligible Participant, based on the Purchaser's then-current underwriting standards, and with credit committee oversight, including, without limitation, factors such as the current credit profile, market conditions and current and historical operating performance and which Credit Spread in the opinion of Bond Counsel will not adversely affect any exemption from federal income taxation to which the Bonds would otherwise be entitled.

"Tax-Exempt Multiplier" means the tax-exempt multiplier determined from time to time by the Purchaser as shown on its internal pricing sheets for tax-exempt interest rates which are not "qualified tax-exempt obligations" under Section 265 of the Internal Revenue Code of 1986, as amended.

In the event that the interest payable on the Bonds issued under the Indenture is found to be subject to Federal income tax in the hands of a holder other than a holder who is a substantial user or related party pursuant to the provisions of Section 147(a) of the Internal Revenue Code of 1986, as amended, the interest rate payable under the Note and Bonds shall be adjusted to the rate provided in the Mortgage, Loan and Revenue Agreement.

Principal

Principal and Interest payments shall be due and payable in accordance with the following schedule. In the event less than $2,450,000 has been drawn from the Project Fund at the earlier of the time the Completion Certificate described in Section 3.4 of the Mortgage, Loan and Revenue Agreement is provided, or is required to be provided, the principal and interest payments shall be modified to that portion of $2,450,000 as the final amount of the Bonds bears to $2,450,000.

Date	Interest	Principal	Balance After Payment
			$2,450,000.00
9/1/2013	6,125.00	$7,805.07	$2,442,194.93
10/1/2013	6,105.49	$7,824.58	$2,434,370.35
11/1/2013	6,085.93	$7,844.14	$2,426,526.21
12/1/2013	6,066.32	$7,863.75	$2,418,662.46
1/1/2014	6,046.66	$7,883.41	$2,410,779.05
2/1/2014	6,026.95	$7,903.12	$2,402,875.93
3/1/2014	6,007.19	$7,922.88	$2,394,953.05

4/1/2014	5,987.38	$7,942.69	$2,387,010.36
5/1/2014	5,967.53	$7,962.54	$2,379,047.82
6/1/2014	5,947.62	$7,982.45	$2,371,065.37
7/1/2014	5,927.66	$8,002.41	$2,363,062.96
8/1/2014	5,907.66	$8,022.41	$2,355,040.55
9/1/2014	5,887.60	$8,042.47	$2,346,998.08
10/1/2014	5,867.50	$8,062.57	$2,338,935.51
11/1/2014	5,847.34	$8,082.73	$2,330,852.78
12/1/2014	5,827.13	$8,102.94	$2,322,749.84
1/1/2015	5,806.87	$8,123.20	$2,314,626.64
2/1/2015	5,786.57	$8,143.50	$2,306,483.14
3/1/2015	5,766.21	$8,163.86	$2,298,319.28
4/1/2015	5,745.80	$8,184.27	$2,290,135.01
5/1/2015	5,725.34	$8,204.73	$2,281,930.28
6/1/2015	5,704.83	$8,225.24	$2,273,705.04
7/1/2015	5,684.26	$8,245.81	$2,265,459.23
8/1/2015	5,663.65	$8,266.42	$2,257,192.81
9/1/2015	5,642.98	$8,287.09	$2,248,905.72
10/1/2015	5,622.26	$8,307.81	$2,240,597.91
11/1/2015	5,601.49	$8,328.58	$2,232,269.33
12/1/2015	5,580.67	$8,349.40	$2,223,919.93
1/1/2016	5,559.80	$8,370.27	$2,215,549.66
2/1/2016	5,538.87	$8,391.20	$2,207,158.46
3/1/2016	5,517.90	$8,412.17	$2,198,746.29
4/1/2016	5,496.87	$8,433.20	$2,190,313.09
5/1/2016	5,475.78	$8,454.29	$2,181,858.80
6/1/2016	5,454.65	$8,475.42	$2,173,383.38
7/1/2016	5,433.46	$8,496.61	$2,164,886.77
8/1/2016	5,412.22	$8,517.85	$2,156,368.92
9/1/2016	5,390.92	$8,539.15	$2,147,829.77
10/1/2016	5,369.57	$8,560.50	$2,139,269.27
11/1/2016	5,348.17	$8,581.90	$2,130,687.37
12/1/2016	5,326.72	$8,603.35	$2,122,084.02
1/1/2017	5,305.21	$8,624.86	$2,113,459.16
2/1/2017	5,283.65	$8,646.42	$2,104,812.74
3/1/2017	5,262.03	$8,668.04	$2,096,144.70

4/1/2017	5,240.36	$8,689.71	$2,087,454.99
5/1/2017	5,218.64	$8,711.43	$2,078,743.56
6/1/2017	5,196.86	$8,733.21	$2,070,010.35
7/1/2017	5,175.03	$8,755.04	$2,061,255.31
8/1/2017	5,153.14	$8,776.93	$2,052,478.38
9/1/2017	5,131.20	$8,798.87	$2,043,679.51
10/1/2017	5,109.20	$8,820.87	$2,034,858.64
11/1/2017	5,087.15	$8,842.92	$2,026,015.72
12/1/2017	5,065.04	$8,865.03	$2,017,150.69
1/1/2018	TBD	$9,000.00	$2,008,150.69
2/1/2018	TBD	$9,000.00	$1,999,150.69
3/1/2018	TBD	$9,000.00	$1,990,150.69
4/1/2018	TBD	$9,000.00	$1,981,150.69
5/1/2018	TBD	$9,000.00	$1,972,150.69
6/1/2018	TBD	$9,000.00	$1,963,150.69
7/1/2018	TBD	$9,000.00	$1,954,150.69
8/1/2018	TBD	$9,000.00	$1,945,150.69
9/1/2018	TBD	$9,000.00	$1,936,150.69
10/1/2018	TBD	$9,000.00	$1,927,150.69
11/1/2018	TBD	$9,000.00	$1,918,150.69
12/1/2018	TBD	$9,000.00	$1,909,150.69
1/1/2019	TBD	$9,300.00	$1,899,850.69
2/1/2019	TBD	$9,300.00	$1,890,550.69
3/1/2019	TBD	$9,300.00	$1,881,250.69
4/1/2019	TBD	$9,300.00	$1,871,950.69
5/1/2019	TBD	$9,300.00	$1,862,650.69
6/1/2019	TBD	$9,300.00	$1,853,350.69
7/1/2019	TBD	$9,300.00	$1,844,050.69
8/1/2019	TBD	$9,300.00	$1,834,750.69
9/1/2019	TBD	$9,300.00	$1,825,450.69
10/1/2019	TBD	$9,300.00	$1,816,150.69
11/1/2019	TBD	$9,300.00	$1,806,850.69
12/1/2019	TBD	$9,300.00	$1,797,550.69
1/1/2020	TBD	$9,600.00	$1,787,950.69
2/1/2020	TBD	$9,600.00	$1,778,350.69
3/1/2020	TBD	$9,600.00	$1,768,750.69

4/1/2020	TBD	$9,600.00	$1,759,150.69
5/1/2020	TBD	$9,600.00	$1,749,550.69
6/1/2020	TBD	$9,600.00	$1,739,950.69
7/1/2020	TBD	$9,600.00	$1,730,350.69
8/1/2020	TBD	$9,600.00	$1,720,750.69
9/1/2020	TBD	$9,600.00	$1,711,150.69
10/1/2020	TBD	$9,600.00	$1,701,550.69
11/1/2020	TBD	$9,600.00	$1,691,950.69
12/1/2020	TBD	$9,600.00	$1,682,350.69
1/1/2021	TBD	$9,900.00	$1,672,450.69
2/1/2021	TBD	$9,900.00	$1,662,550.69
3/1/2021	TBD	$9,900.00	$1,652,650.69
4/1/2021	TBD	$9,900.00	$1,642,750.69
5/1/2021	TBD	$9,900.00	$1,632,850.69
6/1/2021	TBD	$9,900.00	$1,622,950.69
7/1/2021	TBD	$9,900.00	$1,613,050.69
8/1/2021	TBD	$9,900.00	$1,603,150.69
9/1/2021	TBD	$9,900.00	$1,593,250.69
10/1/2021	TBD	$9,900.00	$1,583,350.69
11/1/2021	TBD	$9,900.00	$1,573,450.69
12/1/2021	TBD	$9,900.00	$1,563,550.69
1/1/2022	TBD	$10,200.00	$1,553,350.69
2/1/2022	TBD	$10,200.00	$1,543,150.69
3/1/2022	TBD	$10,200.00	$1,532,950.69
4/1/2022	TBD	$10,200.00	$1,522,750.69
5/1/2022	TBD	$10,200.00	$1,512,550.69
6/1/2022	TBD	$10,200.00	$1,502,350.69
7/1/2022	TBD	$10,200.00	$1,492,150.69
8/1/2022	TBD	$10,200.00	$1,481,950.69
9/1/2022	TBD	$10,200.00	$1,471,750.69
10/1/2022	TBD	$10,200.00	$1,461,550.69
11/1/2022	TBD	$10,200.00	$1,451,350.69
12/1/2022	TBD	$10,200.00	$1,441,150.69
1/1/2023	TBD	$10,500.00	$1,430,650.69
2/1/2023	TBD	$10,500.00	$1,420,150.69
3/1/2023	TBD	$10,500.00	$1,409,650.69

4/1/2023	TBD	$10,500.00	$1,399,150.69
5/1/2023	TBD	$10,500.00	$1,388,650.69
6/1/2023	TBD	$10,500.00	$1,378,150.69
7/1/2023	TBD	$10,500.00	$1,367,650.69
8/1/2023	TBD	$10,500.00	$1,357,150.69
9/1/2023	TBD	$10,500.00	$1,346,650.69
10/1/2023	TBD	$10,500.00	$1,336,150.69
11/1/2023	TBD	$10,500.00	$1,325,650.69
12/1/2023	TBD	$10,500.00	$1,315,150.69
1/1/2024	TBD	$10,800.00	$1,304,350.69
2/1/2024	TBD	$10,800.00	$1,293,550.69
3/1/2024	TBD	$10,800.00	$1,282,750.69
4/1/2024	TBD	$10,800.00	$1,271,950.69
5/1/2024	TBD	$10,800.00	$1,261,150.69
6/1/2024	TBD	$10,800.00	$1,250,350.69
7/1/2024	TBD	$10,800.00	$1,239,550.69
8/1/2024	TBD	$10,800.00	$1,228,750.69
9/1/2024	TBD	$10,800.00	$1,217,950.69
10/1/2024	TBD	$10,800.00	$1,207,150.69
11/1/2024	TBD	$10,800.00	$1,196,350.69
12/1/2024	TBD	$10,800.00	$1,185,550.69
1/1/2025	TBD	$11,100.00	$1,174,450.69
2/1/2025	TBD	$11,100.00	$1,163,350.69
3/1/2025	TBD	$11,100.00	$1,152,250.69
4/1/2025	TBD	$11,100.00	$1,141,150.69
5/1/2025	TBD	$11,100.00	$1,130,050.69
6/1/2025	TBD	$11,100.00	$1,118,950.69
7/1/2025	TBD	$11,100.00	$1,107,850.69
8/1/2025	TBD	$11,100.00	$1,096,750.69
9/1/2025	TBD	$11,100.00	$1,085,650.69
10/1/2025	TBD	$11,100.00	$1,074,550.69
11/1/2025	TBD	$11,100.00	$1,063,450.69
12/1/2025	TBD	$11,100.00	$1,052,350.69
1/1/2026	TBD	$11,400.00	$1,040,950.69
2/1/2026	TBD	$11,400.00	$1,029,550.69
3/1/2026	TBD	$11,400.00	$1,018,150.69

4/1/2026	TBD	$11,400.00	$1,006,750.69
5/1/2026	TBD	$11,400.00	$995,350.69
6/1/2026	TBD	$11,400.00	$983,950.69
7/1/2026	TBD	$11,400.00	$972,550.69
8/1/2026	TBD	$11,400.00	$961,150.69
9/1/2026	TBD	$11,400.00	$949,750.69
10/1/2026	TBD	$11,400.00	$938,350.69
11/1/2026	TBD	$11,400.00	$926,950.69
12/1/2026	TBD	$11,400.00	$915,550.69
1/1/2027	TBD	$11,700.00	$903,850.69
2/1/2027	TBD	$11,700.00	$892,150.69
3/1/2027	TBD	$11,700.00	$880,450.69
4/1/2027	TBD	$11,700.00	$868,750.69
5/1/2027	TBD	$11,700.00	$857,050.69
6/1/2027	TBD	$11,700.00	$845,350.69
7/1/2027	TBD	$11,700.00	$833,650.69
8/1/2027	TBD	$11,700.00	$821,950.69
9/1/2027	TBD	$11,700.00	$810,250.69
10/1/2027	TBD	$11,700.00	$798,550.69
11/1/2027	TBD	$11,700.00	$786,850.69
12/1/2027	TBD	$11,700.00	$775,150.69
1/1/2028	TBD	$12,100.00	$763,050.69
2/1/2028	TBD	$12,100.00	$750,950.69
3/1/2028	TBD	$12,100.00	$738,850.69
4/1/2028	TBD	$12,100.00	$726,750.69
5/1/2028	TBD	$12,100.00	$714,650.69
6/1/2028	TBD	$12,100.00	$702,550.69
7/1/2028	TBD	$12,100.00	$690,450.69
8/1/2028	TBD	$12,100.00	$678,350.69
9/1/2028	TBD	$12,100.00	$666,250.69
10/1/2028	TBD	$12,100.00	$654,150.69
11/1/2028	TBD	$12,100.00	$642,050.69
12/1/2028	TBD	$12,100.00	$629,950.69
1/1/2029	TBD	$12,500.00	$617,450.69
2/1/2029	TBD	$12,500.00	$604,950.69
3/1/2029	TBD	$12,500.00	$592,450.69

4/1/2029	TBD	$12,500.00	$579,950.69
5/1/2029	TBD	$12,500.00	$567,450.69
6/1/2029	TBD	$12,500.00	$554,950.69
7/1/2029	TBD	$12,500.00	$542,450.69
8/1/2029	TBD	$12,500.00	$529,950.69
9/1/2029	TBD	$12,500.00	$517,450.69
10/1/2029	TBD	$12,500.00	$504,950.69
11/1/2029	TBD	$12,500.00	$492,450.69
12/1/2029	TBD	$12,500.00	$479,950.69
1/1/2030	TBD	$12,900.00	$467,050.69
2/1/2030	TBD	$12,900.00	$454,150.69
3/1/2030	TBD	$12,900.00	$441,250.69
4/1/2030	TBD	$12,900.00	$428,350.69
5/1/2030	TBD	$12,900.00	$415,450.69
6/1/2030	TBD	$12,900.00	$402,550.69
7/1/2030	TBD	$12,900.00	$389,650.69
8/1/2030	TBD	$12,900.00	$376,750.69
9/1/2030	TBD	$12,900.00	$363,850.69
10/1/2030	TBD	$12,900.00	$350,950.69
11/1/2030	TBD	$12,900.00	$338,050.69
12/1/2030	TBD	$12,900.00	$325,150.69
1/1/2031	TBD	$13,300.00	$311,850.69
2/1/2031	TBD	$13,300.00	$298,550.69
3/1/2031	TBD	$13,300.00	$285,250.69
4/1/2031	TBD	$13,300.00	$271,950.69
5/1/2031	TBD	$13,300.00	$258,650.69
6/1/2031	TBD	$13,300.00	$245,350.69
7/1/2031	TBD	$13,300.00	$232,050.69
8/1/2031	TBD	$13,300.00	$218,750.69
9/1/2031	TBD	$13,300.00	$205,450.69
10/1/2031	TBD	$13,300.00	$192,150.69
11/1/2031	TBD	$13,300.00	$178,850.69
12/1/2031	TBD	$13,300.00	$165,550.69
1/1/2032	TBD	$13,700.00	$151,850.69
2/1/2032	TBD	$13,700.00	$138,150.69
3/1/2032	TBD	$13,700.00	$124,450.69

4/1/2032	TBD	$13,700.00	$110,750.69
5/1/2032	TBD	$13,700.00	$97,050.69
6/1/2032	TBD	$13,700.00	$83,350.69
7/1/2032	TBD	$13,700.00	$69,650.69
8/1/2032	TBD	$13,700.00	$55,950.69
9/1/2032	TBD	$13,700.00	$42,250.69
10/1/2032	TBD	$13,700.00	$28,550.69
11/1/2032	TBD	$13,700.00	$14,850.69
12/1/2032	TBD	$14,850.69	$0.00
		$2,450,000.00	

Any amount of principal unpaid as of December 1, 2032 shall be due and payable on that date.

Exhibit B

SECTION 5.2. Premium on Prepayment. The Eligible Participant shall be permitted to make prepayments of the amounts outstanding on the Note and Bonds, without payment of any prepayment consideration, provided funds from such prepayment do not come, directly or indirectly, from borrowings from a financial institution other than the initial Bondholder.

In the event of a prepayment of the Note and Bonds where such funds are provided, directly or indirectly, from a financial institution other than the initial Bondholder, the Eligible Participant shall pay a prepayment consideration to the initial Bondholder in the amount of 2% of the amount of the prepayment.

The obligation to pay any prepayment consideration shall be computed as of December 31 of each year.

Notwithstanding the preceding, no prepayment consideration shall be due and payable in the event the prepayment takes place after January 1, 2021.

Exhibit A

Lots 2 and 3, Volume 52 Certified Survey Maps, page 3, Map Number 7561, said map being all of Lot 2, Southbridge Business Park, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.

Tax Parcel Numbers: WD-1136-1 (Lot 2) and WD-1136-2 (Lot 3)
Street Address: American Boulevard

Judy Schmidt-Lehman

From:	Michael D. Willis <mdwillis@nslawfirm.com>
Sent:	Tuesday, November 3, 2015 3:31 PM
To:	Judy Schmidt-Lehman; Shana Defnet
Cc:	'Sue Pankratz'; 'Joel Steber'
Subject:	Modifications to Wash World IRB
Attachments:	City of De Pere Resolution.docx; First Amendment Agreement.doc

Judy & Shana,

Attached is a resolution we would like to have placed on the agenda for the De Pere Common Council meeting scheduled for Tuesday, November 17, 2015. The purpose of the Resolution is to approve the First Amendment to Terms of Bonds, which is also attached. The changes to the Bonds include:

1. Extension of the fixed rate of 3% for an additional 3 years
2. Fix the prepayment consideration at 2% and have it applicable only in the case of a refinancing with another financial institution
3. Change the method of computing the interest rate to actual days over a 360 day year.

Please review the attached documents and get back to me with any questions.

Neither wash World nor the Bank has had an opportunity to review these documents before this e-mail, so they may have additional comments as well.

I did want to get them out ASAP as I will be out of the office until Tuesday, November 10. I will, however, have access to e-mail so I can work an any necessary changes.

In addition to the attached, I will prepare the IRS form 8038 that will need to be filed and will have that to you before the meeting.

Michael D. Willis
Nelson & Schmeling
P.O. Box 22130
Green Bay, WI 54305-2130

Street Delivery:
100 S. Washington Street
Green Bay, WI 54301

Phone (920) 432-1400
Fax (920) 432-1460

CITY OF DE PERE MEMO

To:	Michael J. Walsh, Mayor Members of the Finance/Personnel Committee
From:	Judith Schmidt-Lehman, City Attorney
RE:	Industrial Revenue Bond Modification Request of Washworld, Inc.
Date:	November 4, 2015

The City received a request to approve amending terms of the 2103 Washworld, Inc. Industrial Revenue Bonds (IRBs) issued by the City. According to the request, the changes to the bonds include:

1. Extension of the fixed rate of 3% for an additional 3 years;
2. Fix the prepayment consideration at 2% and have it applicable only in the case of a refinancing with another financial institution; and
3. Change the method of computing the interest rate to actual days over a 360 day year.

As you will recall, the City is authorized under Wis. Stats. §66.1103 to issue IRBs to construct, equip, reconstruct, improve, maintain, repair, enlarge or remodel industrial projects; to enter into revenue producing agreements for same in order to promote the right to gainful employment, business opportunities and general welfare of its inhabitants; and to preserve and finance costs related to such industrial projects. When it issues IRBs, a Financing Agreement is entered into between the City, the developer and a financial institution under which the City issues bonds purchased by the financial institution, and lends the money to the developer for the project. The developer is obligated under the financing agreement to repay the bonds out of the revenues derived from the project financed by the bonds. The bonds are limited obligations of the City, with payment of principal and interest on the bonds payable solely by Developer out of the revenues derived from the project financed by the bonds. IRBs are also not a charge against the City's general credit or taxing powers.

None of these changes will affect the City in any way, but they will benefit Washworld, Inc. and its repayment obligations under the bonds.

If the Committee recommends moving forward with the Amendment, the Resolution authorizing the modifications will go to the Common Council on November 17, 2015.

If there are questions regarding this matter, please feel free to call me at 339-4042. Otherwise, I look forward to discussing this issue with you at the Committee meeting November 10, 2015.

c: Lawrence A. Delo, City Administrator
Kim Flom, Economic Development and Planning Director
Shana Defnet Ledvina, Clerk-Treasurer
Alderpersons Boyd, Kneiszel, Raasch and Bauer

H:\jdupont\Memos\2015\Mayor & FP - Washworld IRB amendment-11-4-15-138-003-12.docx

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 17, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #15-127, Disallowance of Claim (St. Norbert College).

ATTACHMENTS:

- Reso15-127 (DOCX)
- SNC Claim (PDF)

RESOLUTION #15-127

DISALLOWANCE OF CLAIM
(St. Norbert College, Inc.)

WHEREAS, a Notice of Claim and Claim was filed by St. Norbert College, Inc. ("Claimant"), 100 Grant Street, De Pere, Wisconsin 54115, in the City Clerk-Treasurer's office on October 22, 2015; and

WHEREAS such Notice and Claim alleges that on August 14, 2015, a storm caused a large tree in the terrace on Reid Street to fall on and damage a brick wall near a loading dock on the Claimant's property; and

WHEREAS, the Claimant is seeking $986.42 for the cost of repairing the damaged capstones on the brick wall and a light fixture; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier, Emcasco Insurance Company (EMC), which investigated the same and determined the tree appeared healthy and not susceptible to deterioration or breakage and therefore the City did not know or should have known the tree would break, meaning the City was not negligent or legally responsible for the damage caused.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The claim submitted by St. Norbert College, Inc. be, and the same is hereby denied, and that no action on this claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

> A copy of this resolution be forwarded to the Claimant, St. Norbert College, Inc., as a Notice of Disallowance.

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 17th day of November, 2015.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:______

Nays:______

COPY

EMC INSURANCE

Milwaukee Claim Department

October 27, 2015

ST NORBERTS COLLEGE
100 GRANT ST
DE PERE WI 54115-2002

RE: Insured:		City Of De Pere
	Claim Number:	1184828
	Loss Date:	8/14/15
	Claimant:	St Norberts College

Dear St Norberts College:

I am in receipt of a liability claim for the tree that fell onto your loading dock during a storm.

Based on our investigation, our insured did not have any notice that the tree was going to break apart. The photos show a healthy looking tree with good foliage. The direct cause of the damage is wind/storm related and would not make our insured legally liable for your damages. Therefore, I will not be able to offer you any compensation in this matter.

Since this matter involves a municipality, Wisconsin law indicates that you must file a notice of claim directly against the City of De Pere and not the insurance company. To challenge our decision, you need to send them a letter that you are making a claim under State of Wisconsin Statute 893.80. Your letter needs to include the reasons why the City of De Pere is at fault and the amount of your damages.

Please feel free to contact me at (262) 717-3968 with any questions.

Sincerely,

Paul Kasdorf

Paul Kasdorf
Sr. Claims Adjuster
paul.c.kasdorf@emcins.com

cc: CITY OF DEPERE
335 S BROADWAY
DE PERE, WI 54115-2526

Cc: M3 INSURANCE SOLUTIONS INC (via email only)

EMC INSURANCE

Milwaukee Claim Department

October 24, 2015

E0098
CITY OF DEPERE
335 S BROADWAY
DE PERE WI 54115-2526

Dear City Of Depere:

EMC has received notice of your claim. The initial information received is referenced in the Claims Contact Summary below. You may wish to retain the Claims Contact Summary information for your records. It will assist you when contacting EMC regarding the status of your claim.

If we have not spoken about your claim upon receipt of this letter, please use the information below to contact me.

Sincerely,

Paul Kasdorf
Senior Claims Adjuster

YOUR CLAIM INFORMATION

Claim Number:	Z01184828
Claimant:	St Norberts College
Policy Number:	5D3-15-78 General Liability (Occurrence)
Loss Date:	08/14/2015
Adjuster:	Paul Kasdorf
Phone:	262-717-3968
Email:	Paul.C.Kasdorf@EMCIns.com

Claim
1184828 Paul
262-717-3968

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: Friday, Aug. 14, 2015 at approx. 5:30 p.m
2. Location of Incident: St. Norbert College - building - 161 Reid St.
3. Name of Injured Person/Owner of Damaged Property: St. Norbert College, Inc.
   __________ (Age if Minor: _____)
4. Address: 100 Grant Street, DePere, WI 54115
5. Telephone Number: (H) — (C) — (W) 920-403-3066
6. Please give a detailed description of the incident (use back of form if necessary):
   Please see attached summary.
7. Total Amount of Claimed Damages: $ 986.42 (Attach itemized statements/bills)
8. Witness name, address and telephone number: N/A

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

Kristee L Becker

Date

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

ST. NORBERT COLLEGE
DE PERE, WISCONSIN

Here is a summary of the storm damage in which a city tree fell onto SNC property on Friday, August 14, 2015:

Approximately 5:30 PM
A storm with strong winds and downpours of rain hit the campus.
A city of De Pere tree, located between the sidewalk and city-owned street on the south side of Reid Street, fell onto the Gehl-Mulva Science (furthermore known as GMS) building and loading dock at address 161 Reid Street on the St. Norbert College Campus.

7:00 PM
Campus Security notified me that a tree had blown down on Reid Street
Campus Security placed barricades and caution tape around the area.

8:00 PM
I arrived on the scene to survey the damage.
The tree that blew down was a 40" diameter and 70' tall linden tree.
The tree was located on the south side of Reid Street at the GMS loading dock.
The tree snapped off 20' from the ground.
The main trunk of the tree remained intact and standing upright.
The top 50' of the the tree fell to the south and landed on a brick wall at the GMS loading dock.
The top 50' of the tree was laying on the brick wall and 20' was hanging over the sidewalk at 6' off the ground.
I called the City of De Pere Street Superintendent, Al Luberda, and informed him that we had a city tree that had blown down.
Al said he would dispatch a crew to clean up the tree.

9:00 PM
City of De Pere crew arrives to clean up the tree.
The crew removed the 20' of tree section that was hanging over the sidewalk.
The sidewalk was now safe.
The barricades and caution tape remained in place.
I gave permission for the crew to wait until Monday AM to remove the remaining branches that were on the loading dock and the 20' trunk section that was still standing.

Monday, August 17
7:00 AM
City of De Pere crew returned to cut down and remove the 20' tall trunk section and to clean up the remaining branches laying on the loading dock.

Damage
The section of tree that fell on to the loading dock wall cracked 2 capstones and destroyed an exterior light fixture.

City of De Pere will return to grind out the stump and restore the area to grass.

I took pictures with my phone on Friday PM but they did not turn out very good.

The city was so efficient on Monday AM that they had the tree cleaned up before I was able to take more pictures!

GAGNON CLAY PRODUCTS | ESTD 1914

2770 S. Ashland Avenue
P.O. Box 28200
Green Bay, WI 54324
920.498.8549

INVOICE

Invoice	INV71221
Date	9/9/2015
Page	1

Bill To:

ST. NORBERT COLLEGE
100 GRANT STREET
DE PERE WI 54115

c/o MIKE VAN DRISSE

Ship To:

ST. NORBERT COLLEGE
Limestone Cap Repair

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Serial #	Master No.
P0005459	ST NOR	JA	PICKUP	NET 30	8/27/2015		166,023

Ordered	Invoiced	Item Number	Description	Unit Price	Ext. Price
2.00	2.00	BEDFORDCUSTCA	Custom Cut Stone Cap - 51.5" x 15" - 3.5"- 4" Bevel	$295.0000	$590.00
1	1	LABOR	Replace Limestone Caps	$200.0000	$200.00

COPY

OK

9/14/2015

Subtotal	$790.00
Trade Discount	$0.00
Misc	$0.00
Freight	$0.00
Tax	$0.00
Total	$790.00

Charges made to company accounts must be paid by cash or check. Credit Cards will not be taken for company charge account balances. TERMS are NET 30 on each invoice calculated by delivery date. INTEREST on overdue balances is 18%.

Viking Electric Supply

the distributor you can depend on...

www.vikingelectric.com

Quote Date	Quote Number
8/18/2015	269996

Price Quote

Bill To:
ST NORBERT COLLEGE

100 GRANT STREET
DE PERE, WI 54115

Ship To:
ST NORBERT COLLEGE

100 GRANT STREET
DE PERE, WI 54115

Account Number	Customer PO	Quote Number	Quote Date
16916	LIT OLW23M2	269996	08/18/2015
Ship Via	**Ship Warehouse**	**Entered By**	**Expiration Date**
VE TRK-AM	GREEN BAY	TERRY THOMAS	10/17/2015
Comments			

Quantity	Stock Number	Line Comment/Description	Cust Part	UPC	Net Price	U	Ext Price
1	LIT OLW23M2	WALLPACK LED 23W 2716 LUMEN			196.42	E	196.42

Subtotal	196.42
Tax	Not Included
Shipping	
Total	196.42

TAXES NOT INCLUDED

FREIGHT, if applicable, will be determined at time of an order

Prices firm for 5 days unless otherwise stated. Pricing for commodities such as conduit and wire are subject to change and will be price in effect at time of shipment unless otherwise noted. Prices are subject to change if order quantities change. Stock quantities are subject to availability at time of order.

TERRY THOMAS
TERRY.THOMAS@VIKINGELECTRIC.COM
P:920-785-5456


08/17/2015 07:28
14


08/17/2015 07:28


08/17/2015 07:28

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 17, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-128, Authorizing Amended WISCORS Cooperative Agreement Between the State of Wisconsin Department of Transportation and the City of De Pere.

The Board of Public Works on November 9, 2015, at the regularly scheduled meeting, approved the WISCORS Agreement with WisDOT to be then forwarded to Common Council for approval.

In 2006 the City of De Pere entered into an agreement with the Wisconsin Department of Transportation (WisDOT) to establish a Wisconsin Continuously Operating Reference Station (WISCORS) on the City's wastewater treatment plant. This program is a system of GPS receivers permanently fixed at sites located in cities, counties, and villages throughout Wisconsin that provide positions for surveying. City staff uses this system for the majority of our survey. Per the attachment, "*This change is being made because WisDOT intends to develop administrative rules to charge appropriate fees for access to WISCORS information as authorized by the Wisconsin Legislature in S. 85.63(2), Wis.Stats. Accordingly, Section 2.1.3 of the agreement was revised to remove the obligation for your organization to provide WISCORS data to the public free of charge.*"

Since that time, the treatment plant has been sold to the Green Bay Metropolitan Sewerage District. Even though the City no longer owns the facility where the WISCORS system is located, the City GIS Coordinator does still provide assistance for the WISCORS system. City staff reviewed this with WisDOT staff.

The recommendation from staff was for approval of the agreement since we still provide assistance in maintaining WISCORS at the treatment plant. Failure to enter into the agreement may result in the City being charged user fees in the future. Staff will evaluate impacts for fees as changes are made. To date, staff has not received updates on potential fees. WisDOT may choose to discontinue this agreement in the future since the City no longer owns the facility where the WISCORS system is housed.

ATTACHMENTS:

- Reso15-128 (DOCX)
- WISCORS Revisions to Agreement (PDF)

RESOLUTION #15-128

AUTHORIZING AMENDED WISCORS COOPERATIVE AGREEMENT BETWEEN THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION AND THE CITY OF DE PERE

WHEREAS, the City and the State of Wisconsin Department of Transportation (WisDOT) are parties to a Cooperative Agreement which established a Wisconsin Continuously Operating Reference Station (WISCORS) at the wastewater treatment plant formerly owned by the City; and

WHEREAS, the City GIS Coordinator continues to provide services to WisDOT even though the City no longer own the treatment plant; and

WHEREAS, WisDOT wishes to amend the Cooperative Agreement to address minor changes and allow for the charging of user fees; and

WHEREAS, if user fees are charges, City staff will evaluate whether to continue with the Agreement; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized to execute the Amended WISCORS Cooperative Agreement as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of November, 2015.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____

Division of Transportation System Development
Truax Center
3502 Kinsman Blvd
Madison, WI 53704-2549

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Ray A. Kumapayi, P.E., Section Chief
Telephone: (608) 246-7941
Facsimile (FAX): (608) 245-8959
E-mail: ray.kumapayi@dot.wi.gov

June 15, 2015

Scott Thoresen, P.E.
City of De Pere
925 South Sixth St.
De Pere, WI 54115

Dear Scott Thoresen:

The Wisconsin Department of Transportation (WisDOT) developed and signed an Agreement with your organization to establish a Wisconsin Continuously Operating Reference Station (WISCORS) at your facility. Since the signing of that Agreement, we are happy to inform you that all 82 Stations of the WISCORS Network are now operational statewide.

The original agreement we have with your organization (Agreement No. 01-10-11-2006) states (in part) under Section 4.2 that the agreement shall be reviewed every two years, coinciding with the State of Wisconsin's biennium. Subsequently, the original agreement was renewed.

Since that renewal, two sections were found to need revision:

- DELETED: Section 2.2.9: "Supply free of charge to the general public, all data collected by the GPS station. The duty to supply all necessary data to the general public shall continue until termination of this Agreement." This revision is made because WisDOT intends to develop administrative rules to charge appropriate fees for access to WISCORS information as authorized by the Wisconsin Legislature in s. 85.63(2), Wis. Stats. Accordingly, Section 2.1.3 of the Agreement was revised to remove the obligation for your organization to provide WISCORS data to the public free of charge.

- REVISED: Section 4.2 to read: "This Agreement shall continue in force unless modified as provided in this sub-section, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties." This revision changes the Agreement to last until it is either modified by agreement of the parties, or terminated.

Additionally, minor changes have been made to Sections 1.1, 1.2, 1.3, 2.1.1, 2.1.3, 2.2.3, 2.2.8, and 4.3, as well as renumbering for consistency.

Please find attached an amended Agreement reflecting the above revisions. If this Amended agreement is acceptable to you, please sign and return to my address as follows:

> Wisconsin Department of Transportation; Bureau of Technical Services, Truax Center; 3502 Kinsman Blvd.; Madison, Wisconsin 53704; ATTN: Ray A. Kumapayi

We will send a fully executed copy of the amended Agreement for your records.

The Wisconsin Department of Transportation continues to appreciate your cooperation.

Sincerely,

Ray A. Kumapayi

Ray A. Kumapayi

WISDOT AGREEMENT NO. 05-20-12-2006

WISCORS
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF WISCONSIN,
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF DE PERE (PARTNER)

THIS AGREEMENT is made between the State of Wisconsin, acting by and through the Secretary of the Department of Transportation (hereinafter referred to as DEPARTMENT), 4802 Sheboygan Ave.; Madison, WI 53705, and the City of De Pere acting by and through the Mayor of the City of De Pere (hereinafter referred to as the PARTNER); 335 S. Broadway; De Pere, WI 54115.

1 Purpose

1.1 Section 66.0301 of the Wisconsin State Statutes, provides that the Secretary of Department of Transportation may coordinate the activities of DEPARTMENT under Sections 84.01(6) and (13), 84.06(1m), 84.09, 84.095, and 85.09, Wis. Stats. with other appropriate public authorities under Sections 86.25, 114.31 and 114.32, Wis. Stats., and enter into cooperative agreements with such authorities as necessary to carry out their duties, powers, and functions.

1.2 DEPARTMENT, in the interest of the traveling public and for the benefit of public safety, is developing a WISconsin Continuously Operating Reference Stations (WISCORS) Network throughout the State of Wisconsin (hereinafter referred to as the PROGRAM). This PROGRAM will provide information needed to increase the accuracy of field collected Global Positioning System (GPS) survey and Geographic Information System (GIS) grade data. The PROGRAM is a system of GPS receivers permanently fixed at sites located in cities, counties, or villages throughout Wisconsin that provide positions on points of interest in real time instantaneously. DEPARTMENT intends to enact administrative rules assessing fees for access to the information supplied by the PROGRAM, as authorized by the Wisconsin Legislature in recently-enacted s. 85.63(2), Wis. Stats.

1.3 The PARTNER recognizes that the PROGRAM is a mutually beneficial way to participate in the implementation of the DEPARTMENT'S PROGRAM effort, and agrees to assist the DEPARTMENT with its goal of providing coordination, guidance, and support of other governmental entities as needed for development and maintenance of the PROGRAM, and agrees to participate by making the resulting GPS data available free of charge to the DEPARTMENT.

2 Responsibilities of Agencies

2.1 The PARTNER agrees to:

2.1.1 Provide power to operate the GPS receiver and Uninterrupted Power Supply (UPS) (approximately 10 watts is needed); suitable and secure high speed internet (i.e. DSL, cable, etc.) connection to continuously send GPS data to the DEPARTMENT'S computer server.

2.1.2 The PARTNER shall notify the DEPARTMENT of any problems with the site and provide the necessary resources to resolve any minor operational issues with the site (e.g. reset GPS receiver, clean snow off GPS antenna, check power and/or internet connection, etc.)

2.1.3 Supply free of charge, upon completion of the WISCORS station, all necessary data collected by the PROGRAM, to the DEPARTMENT. This duty to make data collected available to the DEPARTMENT shall continue until termination of this Agreement.

2.2 DEPARTMENT agrees to:

2.2.1 In cooperation with the PARTNER, carry out reconnaissance and select a suitable site for the CORS monument.

2.2.2 Construct the CORS monument, including payment for all materials.

2.2.3 Place conduit and buy all cabling needed to carry data from antenna on top of monument to the secure PARTNER structure that houses the GPS receiver.

2.2.4 Purchase and install lightning suppressor and access box and cover to protect the GPS equipment from lightning.

2.2.5 Purchase, install, and maintain GPS receiver, Uninterrupted Power Supply/Battery Backup if required, antenna, antenna cable, and cabling necessary to connect to Internet, including any modifications to the PARTNER building, such as conduit access points through walls and floors. All modifications to the partner building and site will comply with building and fire codes and will be done in a good workmanlike fashion.

2.2.6 Purchase, install, and maintain the GPS hardware and software including future upgrades necessary in order to centrally implement and manage the proposed statewide PROGRAM, including but not limited to, network server, telecommunications equipment (at the server), and facilities.

2.2.7 Provide one license (access code) free of charge to the PARTNER to gain access and operation to utilize the PROGRAM for surveying and positioning services for as long as the PARTNER provides the facilities and utilities specified in Section 2.1.1.

2.2.8 Maintain the proposed WISCORS so as to provide continuous operation throughout the state.

2.2.10 Retain ownership of monument, GPS hardware and software, and all necessary cabling provided by the DEPARTMENT to operate the GPS receiver at the PARTNER site.

3 Reports and Inspections

3.1 Nothing in this Agreement shall deny the DEPARTMENT the right to inspect the system for satisfactory compliance with the requirements of the Agreement during normal business hours of the PARTNER building. The PARTNER reserves the right to accompany the DEPARTMENT during such inspections.

4 Certification of Funds: Term

4.1 This Agreement is subject to the determination by the DEPARTMENT that sufficient funds have been appropriated by the Wisconsin Legislature (or other governmental entities) to the DEPARTMENT for the purposes of this Agreement. If the DEPARTMENT determines that sufficient funds have not been appropriated for purposes of this Agreement, then this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.

4.2 This Agreement shall continue in force unless modified as provided in this subsection, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties.

4.3 This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination the DEPARTMENT shall 1) remove its equipment and the CORS monument, and 2) restore the property to its original condition at its own cost.

5 Disputes

5.1 In the event that any disputes arise between the DEPARTMENT and the PARTNER concerning interpretation of, or performance pursuant to, this Agreement, such dispute shall be resolved mutually between the Secretary of the Wisconsin DEPARTMENT of Transportation or authorized representative and the PARTNER'S authorized representative.

6 Notice

6.1 Notice under this Agreement shall be directed as follows:

City of De Pere
Director of Public Works
Scott Thoresen, P.E.
925 South Sixth St.
De Pere, WI 54115
Telephone: 920-339-4060
E-Mail: sthoresen@mail.de-pere.org

Wisconsin Department of Transportation
Bureau of Technical Services
Truax Center
3502 Kinsman Blvd.
Madison, Wisconsin 53704
ATTN: Ray A. Kumapayi
Telephone: (608) 246-7941
E-mail: ray.kumapayi@dot.wi.gov

7 General Provisions

7.1 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.

7.2 Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

7.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Wisconsin.

7.4 This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.

7.5 Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed in duplicate as of the day and year last written below.

PARTNER: ______________________________ Date: ________________

Michael J. Walsh, Mayor

DEPARTMENT: ______________________________ Date: ________________

Ray A. Kumapayi, Chief, Surveying & Mapping Section, WisDOT

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **November 17, 2015**

DEPARTMENT: **Finance/Personnel Committee**

FROM: **Bill Boyle**

SUBJECT: **Resolution #15-129, Authorizing Memorandum of Understanding for Cost Sharing of GIS/Webmapping Services.**

This memo is in response to the questions that arose during the personnel and finance committee meeting on Tuesday November 10th 2015. The MOU was approved at the meeting.

When was the last update? The proposed DIME update will be the first major update. The original Flash product was purchased in 2009 as part of our cooperative consortium. The MOU describes a completely new application written in JavaScript. This will not only reduce the risks of security and obsolescence of the Flash platform, but will also position the web mapping system to be used by mobile devices. The addition of mobile platform will benefit the City's field staff as well as the residents and consultants of the City.

How long will it last? It is the expectation of the consortium that the product will last ten years. JavaScript is currently the most widely used and best option available for the mapping application. As with all technology, unforeseen issues can arise years from now that cannot be anticipated.
We are able to purchase the upgrade as a cooperative consortium once again. As a result, our cost for the upgrade will be 25% of the $21,000+ to develop the product. This effort will yield a savings of approximately $15,000 to the taxpayers of the City thanks to the hard work of the consortium. I am not aware of any similar consortium in Wisconsin. Most, if not all other governmental GIS web-mapping applications in the state are purchased outright and at full price.

Can only those who contribute, use the product? Yes. Only the consortium members defined in the MOU own the application. The consortium approached other municipalities in Brown County that use GIS to gauge their interest in joining the consortium before the MOU was drafted. No other municipalities or the Oneida Tribe were positioned to join at this time.

How is the cost sharing arrived at? The cost of the application was spread equitably between consortium members. The $2500 annual maintenance payment made by the county in 2014 was credited by the vendor as part of the upgrade price. As a result the County's contribution will be $3988.14 in 2015. The remaining three consortium members will contribute $4840.70 for the application.
Brown County has paid and will continue to pay the $2500 annual maintenance cost for the application on behalf of the consortium.

Additional information. At this time both Ashwaubenon and Green Bay have signed the MOU. Brown County plans to finalize the MOU after all consortium municipalities have signed the document.

Respectfully,
Bill Boyle

ATTACHMENTS:

- Reso15-129 (DOCX)
- GIS MOU Nov 2015 (PDF)

RESOLUTION #15-129

AUTHORIZING MEMORANDUM OF UNDERSTANDING FOR
COST SHARING OF GIS/WEBMAPPING SERVICES

WHEREAS, the City, Brown County, City of Green Bay and Village of Ashwaubenon each provide uniform GIS/web mapping services using software from GeoDecisions; and

WHEREAS, the parties formed a consortium to share the costs for the GIS/webmapping services; and

WHEREAS, the parties of the consortium wish enter into the attached Memorandum of Understanding to memorialize their understanding of future cost sharing for the GIS/webmapping services; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized to execute the Memorandum of Understanding as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of November, 2015.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____

MEMORANDUM OF UNDERSTANDING
FOR
COST SHARING OF GIS/WEBMAPPING SERVICES

This Memorandum of Understanding ("MOU") is made and entered into on the 29th day of October, 2015 between Brown County, with offices located at 305 E. Walnut Street, Room 320, Green Bay, WI 54305-3600, City of Green Bay with offices located at 100 N. Jefferson Street, Green Bay, WI 54301, City of De Pere with offices located at 335 S. Broadway, De Pere, WI 54115, and the Village of Ashwaubenon with offices located at 2155 Holmgren Way, Ashwaubenon, WI 54304, hereinafter referred to in the singular as "Party" or collectively as "Parties". This MOU is entered into in order to memorialize the agreement and understanding between Parties.

RECITALS

WHEREAS, Brown County, along with the City of Green Bay and the City of De Pere, desired to make available to the public a uniform GIS/webmapping service ("Services") of the Brown County area and thereby formed a consortium to share costs for said services to save the taxpayers money; and,

WHEREAS, in 2009, Brown County entered into an agreement with GeoDecisions, the software vendor, to develop the online GIS/webmapping site for the benefit of the consortium; and,

WHEREAS, GeoDecisions allows the consortium to share this code with other communities within Brown County; and,

WHEREAS, in 2010, the Village of Ashwaubenon desired to enter the consortium for the benefit of its community and agreed to pay the annual maintenance costs under said agreement with GeoDecisions for the year 2011, as its share of costs to join the consortium, which maintenance cost was approximately Two Thousand Five Hundred Dollars ($2,500) for the year.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is hereby acknowledged, agreed and understood by all the Parties as follows:

1. **RECITALS.** The above recitals are true, correct and incorporated into this Memorandum of Understanding.

2. **PURPOSE.** The purpose of this MOU is to memorialize the understanding between the Parties and to jointly be bound to each other for future cost sharing for online GIS/webmapping services for the communities.

3. COST SHARE.

A. In 2009, Brown County, the City of Green Bay and the City of De Pere ("Original Consortium Parties") entered into the consortium in order to share the costs involved with GIS/mapping services for their communities.

B. In 2010, the Village of Ashwaubenon desired to enter the consortium. The Original Consortium Parties agreed that the Village could join the consortium by paying one year's maintenance costs for the entire GIS/webmapping services for the consortium as their share of costs.

C. Brown County, the City of Green Bay, the City of De Pere, and the Village of Ashwaubenon, ("Consortium") desire to enter into an agreement with the software vendor to develop updated and modernized GIS/webmapping software code in 2015. The consortium have come to an agreement with the vendor to develop this new product and assess cost contributions as follows:

$2500 paid to the vendor by Brown County in November 2014.
$3988.14 paid by Brown County in 2015 for the development of the new product.
$4840.70 paid by the City of Green Bay in 2015 for the development of the new product.
$4840.70 paid by the Village of Ashwaubenon in 2015 for the development of the new Product.
$4840.70 paid by the City of De Pere in 2015 for the development of the new product.

D. Brown County will continue to pay annual maintenance costs under said agreement with GeoDecisions.

E. All Parties to this MOU agree to share equally in any costs in the future for the GIS/webmapping and related services. In the event that a Party or Parties desire a particular service which only benefits said Party or Parties making said request, all costs for the services being requested shall be assessed to the individual Party or Parties, unless all Parties agree otherwise in writing.

4. RELIANCE IN GOOD FAITH

A. Once this Memorandum of Understanding is executed by the respective Parties, it is understood that there is good faith reliance upon all the Parties to fulfill their cost share under this agreement, and to fully cooperate with each other.

B. In the event, one of the Parties fails to pay a portion or all their share under this Agreement and the Party is in noncompliance with the Memorandum of

Understanding, it is agreed that judgment may be taken against said Party by the remaining Parties for the full amount of the cost share owed and all costs and expenses associated with obtaining said judgment.

5. **VENUE AND APPLICABLE LAW.** Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in the Brown County Circuit Courts of Wisconsin and all Parties and their respective government entities shall submit to the jurisdiction of the Brown County Courts for such lawsuits. In all respects, this Memorandum of Understanding and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

6. **TERMINATION.** Any Party may terminate their affiliation with the consortium at any time for any reason by giving all Parties thirty (30) days written notice of intent to terminate. If a Party terminates their affiliation with the consortium there shall be no cost reimbursement to that Party of any kind.

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

BROWN COUNTY:	Jeff DuMez Brown County GIS/LIO Coordinator Brown County Land Information Office 305 E. Walnut Street Green Bay, WI 54304 920-448-6480
CITY OF GREEN BAY:	Mike Hronek IT Administrator 100 N. Jefferson Street Green Bay, WI 54301 920- 448-3033
CITY OF DE PERE:	City Clerk-Treasurer 335 S. Broadway De Pere, WI 54115 920-339-4072 x1256

VILLAGE OF ASHWAUBENON: Francine Roberg
GIS Coordinator- Engineering
2155 Holmgren Way
Ashwaubenon, WI 54304
920-492-2308

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

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

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

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

11. **COUNTERPART.** This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall together constitute but one and the same agreement.

12. **HEADINGS.** The headings of the sections are for convenience only and shall in no way affect the construction or any of the terms, covenants and conditions hereof. If a conflict arises between the headings and the text, the text shall control.

13. **SIGNATURE AUTHORITY.** The persons signing this agreement warrant that they have been authorized to enter into this agreement by and on behalf of their respective Parties' governing body and that they have full and complete authority to bind their respective Parties by executing this agreement.

IN WITNESS WHEREOF, this Memorandum of Understanding is effective upon the date of the last signature and shall remain in effect until all terms of this agreement have been met, unless the Parties agree otherwise in writing modifying this agreement.

BROWN COUNTY

By: ______________________________ Date:___________
Troy Streckenbach, County Executive

CITY OF GREEN BAY

By:______________________________ Date:___________
Jim Schmitt, Mayor

CITY OF DE PERE

By:______________________________ Date:___________
Michael J. Walsh, Mayor

VILLAGE OF ASHWAUBENON

By: Michael W. Aubinger Date: 11/02/15
Michael W. Aubinger, Village President

By: Patrick W. Moynihan Date: 11/02/15
Patrick Moynihan Jr., Village Clerk/Treasurer

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 17, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Voucher Approval.

ATTACHMENTS:

- 11-17-15 VOUCHERS (PDF)

PACKET: 04955 NOV 2015 COUNCIL - 2 11-

VENDOR SET: 01 CITY OF DEPERE, WI

BANK: AP ASSOCIATED

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001		A1 ELEVATOR CORP						
	I-8781	A1 ELEVATOR CORP	R	11/17/2015		26.58	076768	26.58
6426		ACL						
	I-201510-0	ACL	R	11/17/2015		134.00	076769	134.00
0302		AIRGAS USA LLC						
	I-9044680699	AIRGAS USA LLC	R	11/17/2015		196.40	076770	
	I-9930612648	AIRGAS USA LLC	R	11/17/2015		91.05	076770	287.45
2982		ALL CITY COMMUNICATIONS						
	I-4699567-110115	ALL CITY COMMUNICATIONS	R	11/17/2015		190.36	076771	190.36
1059		AMERICAN PLANNING ASSOCIATION C						
	I-201515-15104	AMERICAN PLANNING ASSOCIATION	R	11/17/2015		530.00	076772	530.00
6022		APPLETON POST CRESCENT						
	I-9349076	APPLETON POST CRESCENT	R	11/17/2015		725.61	076773	725.61
7280		ASSORTED COATINGS, LLC						
	I-1759	ASSORTED COATINGS, LLC	R	11/17/2015		425.00	076774	425.00
0020		BADGERLAND PRINTING INC						
	I-26570	BADGERLAND PRINTING INC	R	11/17/2015		217.00	076775	
	I-26588	BADGERLAND PRINTING INC	R	11/17/2015		54.00	076775	
	I-26593	BADGERLAND PRINTING INC	R	11/17/2015		95.00	076775	
	I-26637	BADGERLAND PRINTING INC	R	11/17/2015		120.00	076775	486.00
0023		BATTERIES PLUS LLC						
	I-501-472878	BATTERIES PLUS LLC	R	11/17/2015		63.50	076776	63.50
0027		BAY TOWEL INC						
	I-2066642	BAY TOWEL INC	R	11/17/2015		75.93	076777	
	I-2070161	BAY TOWEL INC	R	11/17/2015		45.16	076777	
	I-2070162	BAY TOWEL INC	R	11/17/2015		74.28	076777	
	I-2073699	BAY TOWEL INC	R	11/17/2015		45.16	076777	
	I-2073700	BAY TOWEL INC	R	11/17/2015		75.93	076777	
	I-2075790	BAY TOWEL INC	R	11/17/2015		60.02	076777	376.48
1456		AL BENZSCHAWEL PLUMBING INC						
	I-22088	AL BENZSCHAWEL PLUMBING INC	R	11/17/2015		224.30	076778	224.30
1532		BOBCAT PLUS INC						
	I-IG25364	BOBCAT PLUS INC	R	11/17/2015		147.84	076779	147.84

PACKET: 04955 NOV 2015 COUNCIL - 2 11-

VENDOR SET: 01 CITY OF DEPERE, WI

BANK: AP ASSOCIATED

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0038		BROADWAY AUTOMOTIVE INC						
	I-781150	BROADWAY AUTOMOTIVE INC	R	11/17/2015		392.04	076780	392.04
0042		BROWN COUNTY HIGHWAY DEPARTMENT						
	I-330074	BROWN COUNTY HIGHWAY DEPARTMEN	R	11/17/2015		604.80	076781	
	I-330083	BROWN COUNTY HIGHWAY DEPARTMEN	R	11/17/2015		250.89	076781	855.69
2944		BROWN COUNTY JAIL						
	I-201511105283	BROWN COUNTY JAIL	R	11/17/2015		640.00	076782	640.00
0046		BROWN COUNTY PORT SOLID WASTE D						
	I-29411	BROWN COUNTY PORT SOLID WASTE	R	11/17/2015		23,671.32	076783	23,671.32
2984		BROWN COUNTY TREASURER						
	I-2015-00000020	BROWN COUNTY TREASURER	R	11/17/2015		1,815.12	076784	
	I-2015-00000023	BROWN COUNTY TREASURER	R	11/17/2015		4,887.62	076784	6,702.74
0737		BRUCE MUNICIPAL EQUIPMENT INC						
	I-5153300	BRUCE MUNICIPAL EQUIPMENT INC	R	11/17/2015		77.24	076785	77.24
0115		CARQUEST AUTO PARTS LLC						
	I-6339-213941	CARQUEST AUTO PARTS LLC	R	11/17/2015		6.60	076786	6.60
6061		CARRICO AQUATIC RESOURCES INC						
	I-20153359	CARRICO AQUATIC RESOURCES INC	R	11/17/2015		550.00	076787	550.00
0536		CDW GOVERNMENT INC						
	I-ZV94079	CDW GOVERNMENT INC	R	11/17/2015		102.14	076788	
	I-ZZ87584	CDW GOVERNMENT INC	R	11/17/2015		1,075.02	076788	1,177.16
2708		CLEANING SOLUTION SERVICES INC						
	I-10989	CLEANING SOLUTION SERVICES INC	R	11/17/2015		1,732.00	076789	1,732.00
0217		COUNTRY VISIONS COOPERATIVE						
	I-201511105284	COUNTRY VISIONS COOPERATIVE	R	11/17/2015		18.46	076790	
	I-201511105285	COUNTRY VISIONS COOPERATIVE	R	11/17/2015		3.96	076790	22.42
6739		CTW CORP						
	I-201511105286	CTW CORP	R	11/17/2015		82,798.00	076791	82,798.00
0554		DAVIS & KUELTHAU SC TRUST ACCOU						
	I-398288	DAVIS & KUELTHAU SC TRUST ACCO	R	11/17/2015		2,491.00	076792	2,491.00

PACKET: 04955 NOV 2015 COUNCIL - 2 11-

VENDOR SET: 01 CITY OF DEPERE, WI

BANK: AP ASSOCIATED

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2624		DECKER SUPPLY CO						
	I-889092	DECKER SUPPLY CO	R	11/17/2015		195.30	076793	
	I-889237	DECKER SUPPLY CO	R	11/17/2015		1,094.00	076793	1,289.30
0085		EMERGENCY MEDICAL PRODUCTS INC						
	I-1776689	EMERGENCY MEDICAL PRODUCTS INC	R	11/17/2015		203.70	076794	203.70
0086		EMPLOYEE RESOURCE CENTER INC						
	I-ERC-1015-7653	EMPLOYEE RESOURCE CENTER INC	R	11/17/2015		350.00	076795	350.00
6859		EMS MEDICAL BILLING ASSOC LLC						
	I-201511105287	EMS MEDICAL BILLING ASSOC LLC	R	11/17/2015		5,357.20	076796	5,357.20
0093		FEDERAL EXPRESS CORP						
	I-5-198-70356	FEDERAL EXPRESS CORP	R	11/17/2015		15.45	076797	15.45
0331		FERGUSON WATERWORKS #1476 INC						
	I-185682	FERGUSON WATERWORKS #1476 INC	R	11/17/2015		320.00	076798	320.00
2627		FESTIVAL FOODS INC						
	I-201511105288	FESTIVAL FOODS INC	R	11/17/2015		2.62	076799	2.62
0096		FIRE APPARATUS & EQUIPMENT INC						
	I-14803	FIRE APPARATUS & EQUIPMENT INC	R	11/17/2015		83.00	076800	83.00
0200		FIRST SUPPLY GREEN BAY LLC						
	I-3923853-00	FIRST SUPPLY GREEN BAY LLC	R	11/17/2015		25.48	076801	
	I-3997931-00	FIRST SUPPLY GREEN BAY LLC	R	11/17/2015		9.75	076801	35.23
0835		FOSTER COACH SALES INC						
	I-7926	FOSTER COACH SALES INC	R	11/17/2015		127.99	076802	127.99
7167		FRANK'S FEED MILL INC.						
	I-153839	FRANK'S FEED MILL INC.	R	11/17/2015		232.50	076803	232.50
3655		FUN EXPRESS LLC						
	I-673759762-01	FUN EXPRESS LLC	R	11/17/2015		125.84	076804	125.84
0562		GALL'S INC						
	I-4270939	GALL'S INC	R	11/17/2015		245.86	076805	245.86
7253		GIANT MAINTENANCE & RESTORATION						
	I-3806R	GIANT MAINTENANCE & RESTORATIO	R	11/17/2015		10,987.90	076806	
	I-3809	GIANT MAINTENANCE & RESTORATIO	R	11/17/2015		1,106.00	076806	12,093.90

PACKET: 04955 NOV 2015 COUNCIL - 2 11-

VENDOR SET: 01 CITY OF DEPERE, WI

BANK: AP ASSOCIATED

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6923		GORDON FLESCH COMPANY INC.						
	I-IN11279974	GORDON FLESCH COMPANY INC.	R	11/17/2015		110.97	076807	
	I-IN11284168	GORDON FLESCH COMPANY INC.	R	11/17/2015		106.00	076807	216.97
0116		GRAINGER INC						
	I-9879899145	GRAINGER INC	R	11/17/2015		4.00	076808	4.00
0351		HACH COMPANY						
	I-9641769	HACH COMPANY	R	11/17/2015		135.97	076809	
	I-9645976	HACH COMPANY	R	11/17/2015		373.20	076809	509.17
4902		HALRON LUBRICANTS INC						
	C-786848-00	HALRON LUBRICANTS INC	R	11/17/2015		20.00CR	076810	
	I-790074-00	HALRON LUBRICANTS INC	R	11/17/2015		96.80	076810	76.80
0446		HAWKINS INC						
	I-3787988 RI	HAWKINS INC	R	11/17/2015		40.64	076811	
	I-3792682 RI	HAWKINS INC	R	11/17/2015		110.27	076811	
	I-3793813 RI	HAWKINS INC	R	11/17/2015		3,562.61	076811	3,713.52
3521		HD SUPPLY WATERWORKS LTD						
	I-E603922	HD SUPPLY WATERWORKS LTD	R	11/17/2015		106,896.00	076812	
	I-E700981	HD SUPPLY WATERWORKS LTD	R	11/17/2015		2,532.93	076812	109,428.93
5484		HYDROCORP INC						
	I-37130-IN	HYDROCORP INC	R	11/17/2015		2,876.00	076813	
	I-37250-IN	HYDROCORP INC	R	11/17/2015		3,325.00	076813	6,201.00
1399		INDOFF INC						
	C-2706165	INDOFF INC	R	11/17/2015		59.58CR	076814	
	I-2704834	INDOFF INC	R	11/17/2015		118.58	076814	
	I-2705685	INDOFF INC	R	11/17/2015		347.12	076814	
	I-2705852	INDOFF INC	R	11/17/2015		13.95	076814	
	I-2706519	INDOFF INC	R	11/17/2015		152.41	076814	
	I-2707947	INDOFF INC	R	11/17/2015		61.95	076814	
	I-2708590	INDOFF INC	R	11/17/2015		166.61	076814	
	I-2709890	INDOFF INC	R	11/17/2015		43.51	076814	844.55
6809		JACK'S MAINTENANCE SERVICE INC.						
	I-29726	JACK'S MAINTENANCE SERVICE INC	R	11/17/2015		320.00	076815	320.00
1338		JAMES E KOCKEN TRUCKING						
	I-0772	JAMES E KOCKEN TRUCKING	R	11/17/2015		715.50	076816	
	I-0774	JAMES E KOCKEN TRUCKING	R	11/17/2015		477.00	076816	
	I-0781	JAMES E KOCKEN TRUCKING	R	11/17/2015		27.50	076816	1,220.00

Attachment: 11-17-15 VOUCHERS (4142 : Voucher Approval.)

PACKET: 04955 NOV 2015 COUNCIL - 2 11-

VENDOR SET: 01 CITY OF DEPERE, WI

BANK: AP ASSOCIATED

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6529		JANKE GENERL CONTRACTORS INC						
	I-15-16 (1-FINAL)	JANKE GENERL CONTRACTORS INC	R	11/17/2015		77,665.95	076817	77,665.95
2602		JOSSART BROTHERS INC						
	I-15-01 (6)	JOSSART BROTHERS INC	R	11/17/2015		328,621.55	076818	328,621.55
1276		JX ENTERPRISES INC						
	I-D-253010091	JX ENTERPRISES INC	R	11/17/2015		32.30	076819	
	I-D-253010128	JX ENTERPRISES INC	R	11/17/2015		118.37	076819	
	I-D-253070030	JX ENTERPRISES INC	R	11/17/2015		169.03	076819	
	I-D-253080015	JX ENTERPRISES INC	R	11/17/2015		412.83	076819	
	I-D-253080017	JX ENTERPRISES INC	R	11/17/2015		21.81	076819	
	I-D-253080028	JX ENTERPRISES INC	R	11/17/2015		7.58	076819	
	I-D-253080042	JX ENTERPRISES INC	R	11/17/2015		32.16	076819	794.08
3140		KUNDINGER FLUID POWER INC						
	I-50355542	KUNDINGER FLUID POWER INC	R	11/17/2015		213.29	076820	213.29
6444		KWIK TRIP INC						
	I-201511105289	KWIK TRIP INC	R	11/17/2015		196.08	076821	196.08
6577		LAKELAND LAWNCARE						
	I-57845	LAKELAND LAWNCARE	R	11/17/2015		220.00	076822	
	I-57846	LAKELAND LAWNCARE	R	11/17/2015		875.00	076822	
	I-57861	LAKELAND LAWNCARE	R	11/17/2015		130.00	076822	
	I-57862	LAKELAND LAWNCARE	R	11/17/2015		140.00	076822	
	I-57863	LAKELAND LAWNCARE	R	11/17/2015		140.00	076822	
	I-57864	LAKELAND LAWNCARE	R	11/17/2015		170.00	076822	
	I-57865	LAKELAND LAWNCARE	R	11/17/2015		110.00	076822	
	I-57866	LAKELAND LAWNCARE	R	11/17/2015		140.00	076822	1,925.00
6249		LANAIR PRODUCTS LLC						
	I-349050-IN	LANAIR PRODUCTS LLC	R	11/17/2015		110.46	076823	110.46
0156		LAWSON PRODUCTS INC						
	I-9303611216	LAWSON PRODUCTS INC	R	11/17/2015		130.17	076824	130.17
0159		LEXIS NEXIS INC						
	I-1510251249	LEXIS NEXIS INC	R	11/17/2015		214.00	076825	214.00
0160		LIZER OF WI INC						
	I-59343AD	LIZER OF WI INC	R	11/17/2015		137.50	076826	
	I-59348AD	LIZER OF WI INC	R	11/17/2015		110.00	076826	247.50

Attachment: 11-17-15 VOUCHERS (4142 : Voucher Approval.)

PACKET: 04955 NOV 2015 COUNCIL - 2 11-

VENDOR SET: 01 CITY OF DEPERE, WI

BANK: AP ASSOCIATED

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0163		MCC INC						
	I-69456	MCC INC	R	11/17/2015		91.00	076827	
	I-69457	MCC INC	R	11/17/2015		165.00	076827	
	I-70838	MCC INC	R	11/17/2015		375.00	076827	
	I-71479	MCC INC	R	11/17/2015		75.00	076827	706.00
0173		MENARDS INC						
	I-71730	MENARDS INC	R	11/17/2015		121.58	076828	
	I-72068	MENARDS INC	R	11/17/2015		28.48	076828	
	I-72877	MENARDS INC	R	11/17/2015		1.89	076828	
	I-72959	MENARDS INC	R	11/17/2015		74.64	076828	
	I-73020	MENARDS INC	R	11/17/2015		17.33	076828	
	I-73062	MENARDS INC	R	11/17/2015		12.98	076828	
	I-73072	MENARDS INC	R	11/17/2015		7.47	076828	
	I-73078	MENARDS INC	R	11/17/2015		17.68	076828	
	I-73100	MENARDS INC	R	11/17/2015		309.09	076828	
	I-73127	MENARDS INC	R	11/17/2015		51.43	076828	
	I-73480	MENARDS INC	R	11/17/2015		27.84	076828	670.41
7281		MIDWEST WIRE AND CABLE INC						
	I-27432	MIDWEST WIRE AND CABLE INC	R	11/17/2015		30.00	076829	30.00
1630		BRIAN MITCHELL						
	I-983	BRIAN MITCHELL	R	11/17/2015		403.85	076830	403.85
7267		MULTIMEDIA COMMUNICATIONS & ENG						
	I-2350	MULTIMEDIA COMMUNICATIONS & EN	R	11/17/2015		560.00	076831	
	I-2351	MULTIMEDIA COMMUNICATIONS & EN	R	11/17/2015		385.00	076831	945.00
4546		NATIONAL ELEVATOR INSPECT SERV						
	I-208409	NATIONAL ELEVATOR INSPECT SERV	R	11/17/2015		91.30	076832	91.30
6873		NEOGOV						
	I-INV16309	NEOGOV	R	11/17/2015		4,762.00	076833	4,762.00
0531		NORTHEAST AUTO PARTS INC						
	I-303936	NORTHEAST AUTO PARTS INC	R	11/17/2015		36.49	076834	
	I-305776	NORTHEAST AUTO PARTS INC	R	11/17/2015		8.07	076834	
	I-305841	NORTHEAST AUTO PARTS INC	R	11/17/2015		56.55	076834	
	I-305850	NORTHEAST AUTO PARTS INC	R	11/17/2015		19.95	076834	
	I-306002	NORTHEAST AUTO PARTS INC	R	11/17/2015		182.72	076834	
	I-306030	NORTHEAST AUTO PARTS INC	R	11/17/2015		20.88	076834	
	I-306084	NORTHEAST AUTO PARTS INC	R	11/17/2015		4.38	076834	
	I-306196	NORTHEAST AUTO PARTS INC	R	11/17/2015		9.88	076834	
	I-306224	NORTHEAST AUTO PARTS INC	R	11/17/2015		35.20	076834	
	I-306236	NORTHEAST AUTO PARTS INC	R	11/17/2015		35.20	076834	
	I-306286	NORTHEAST AUTO PARTS INC	R	11/17/2015		68.76	076834	
	I-306308	NORTHEAST AUTO PARTS INC	R	11/17/2015		15.98	076834	494.06

Attachment: 11-17-15 VOUCHERS (4142 : Voucher Approval.)

PACKET: 04955 NOV 2015 COUNCIL - 2 11-

VENDOR SET: 01 CITY OF DEPERE, WI

BANK: AP ASSOCIATED

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4245		NOVER ENGELSTEIN & ASSOC, INC.						
	I-M2016	NOVER ENGELSTEIN & ASSOC, INC.	R	11/17/2015		600.00	076835	600.00
0187		NSIGHT TELSERVICES						
	I-201511115293	NSIGHT TELSERVICES	R	11/17/2015		64.40	076836	64.40
0194		OLSON TRAILER & BODY LLC						
	I-70804	OLSON TRAILER & BODY LLC	R	11/17/2015		767.97	076837	767.97
0939		ORDE SIGN & GRAPHICS INC.						
	I-7055	ORDE SIGN & GRAPHICS INC.	R	11/17/2015		389.00	076838	389.00
5222		P J KORTENS & CO INC						
	I-10018001	P J KORTENS & CO INC	R	11/17/2015		270.00	076839	270.00
0499		PACK AND SHIP LLC						
	I-201511115294	PACK AND SHIP LLC	R	11/17/2015		18.13	076840	18.13
0197		PACKER CITY INTERNATIONAL INC						
	I-X101032611:01	PACKER CITY INTERNATIONAL INC	R	11/17/2015		248.14	076841	248.14
0525		PETROLEUM EQUIP SERVICE OF WI I						
	I-120949	PETROLEUM EQUIP SERVICE OF WI	R	11/17/2015		20.00	076842	20.00
3202		PHYSIO-CONTROL INC						
	I-116049642	PHYSIO-CONTROL INC	R	11/17/2015		14,528.79	076843	14,528.79
0208		POMP'S TIRE SERVICE INC						
	I-1010033089	POMP'S TIRE SERVICE INC	R	11/17/2015		154.80	076844	
	I-90027341	POMP'S TIRE SERVICE INC	R	11/17/2015		220.00	076844	
	I-90027372	POMP'S TIRE SERVICE INC	R	11/17/2015		26.95	076844	
	I-90027614	POMP'S TIRE SERVICE INC	R	11/17/2015		18.50	076844	420.25
1246		PREVEA WORKMED INC						
	I-98152	PREVEA WORKMED INC	R	11/17/2015		2,233.25	076845	
	I-98176	PREVEA WORKMED INC	R	11/17/2015		310.80	076845	2,544.05
5055		QUALITY TRUCK CARE CENTER INC						
	I-DP48678	QUALITY TRUCK CARE CENTER INC	R	11/17/2015		70.33	076846	70.33
0227		REINDERS INC						
	I-1610248-00	REINDERS INC	R	11/17/2015		283.06	076847	
	I-1611348-00	REINDERS INC	R	11/17/2015		443.36	076847	
	I-2639518-00	REINDERS INC	R	11/17/2015		15.95	076847	
	I-2639574-00	REINDERS INC	R	11/17/2015		133.67	076847	876.04

Attachment: 11-17-15 VOUCHERS (4142 : Voucher Approval.)

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VENDOR SET: 01 CITY OF DEPERE, WI

BANK: AP ASSOCIATED

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0158		ROBERT E LEE & ASSOCIATES INC						
	I-69696	ROBERT E LEE & ASSOCIATES INC	R	11/17/2015		4,220.25	076848	
	I-69821	ROBERT E LEE & ASSOCIATES INC	R	11/17/2015		1,005.00	076848	
	I-69822	ROBERT E LEE & ASSOCIATES INC	R	11/17/2015		4,377.29	076848	
	I-69823	ROBERT E LEE & ASSOCIATES INC	R	11/17/2015		3,246.29	076848	12,848.83
6380		ROCK OIL REFINING INC						
	I-247713	ROCK OIL REFINING INC	R	11/17/2015		67.50	076849	
	I-247714	ROCK OIL REFINING INC	R	11/17/2015		95.00	076849	162.50
4875		SANOFI PASTEUR						
	I-905528928	SANOFI PASTEUR	R	11/17/2015		158.81	076850	
	I-905544493	SANOFI PASTEUR	R	11/17/2015		158.81	076850	317.62
0242		SCOTT CONSTRUCTION INC						
	I-11618MB	SCOTT CONSTRUCTION INC	R	11/17/2015		426.86	076851	426.86
2953		SHERWIN INDUSTRIES INC						
	I-SS062673	SHERWIN INDUSTRIES INC	R	11/17/2015		890.00	076852	890.00
0406		SIMPLEXGRINNELL INC						
	I-81868817	SIMPLEXGRINNELL INC	R	11/17/2015		120.00	076853	120.00
1446		SNAP ON INDUSTRIAL						
	I-ARV/27292057	SNAP ON INDUSTRIAL	R	11/17/2015		775.72	076854	
	I-ARV/27319867	SNAP ON INDUSTRIAL	R	11/17/2015		18.98	076854	794.70
0252		SOUTHSIDE TIRE CO INC						
	I-3048057	SOUTHSIDE TIRE CO INC	R	11/17/2015		246.11	076855	246.11
0999		STAPLES ADVANTAGE						
	I-3280912978	STAPLES ADVANTAGE	R	11/17/2015		3.79	076856	3.79
0255		STELLPFLUG LAW SC						
	I-406-01M (238)	STELLPFLUG LAW SC	R	11/17/2015		788.50	076857	788.50
0258		SUPERIOR CHEMICAL CORP						
	I-108310	SUPERIOR CHEMICAL CORP	R	11/17/2015		448.81	076858	448.81
0752		SYSTEMS FURNITURE INC						
	I-28272	SYSTEMS FURNITURE INC	R	11/17/2015		7,977.70	076859	7,977.70
1528		TEAM APPAREL & SPECIALTIES INC						
	I-84719	TEAM APPAREL & SPECIALTIES INC	R	11/17/2015		205.85	076860	205.85

PACKET: 04955 NOV 2015 COUNCIL - 2 11-

VENDOR SET: 01 CITY OF DEPERE, WI

BANK: AP ASSOCIATED

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0262		TEMPERATURE SYSTEMS INC						
	I-2446299-00	TEMPERATURE SYSTEMS INC	R	11/17/2015		103.23	076861	
	I-2449444-00	TEMPERATURE SYSTEMS INC	R	11/17/2015		159.84	076861	263.07
0267		TRAFFIC & PARKING CONTROL INC						
	I-I505975	TRAFFIC & PARKING CONTROL INC	R	11/17/2015		271.00	076862	
	I-I508016	TRAFFIC & PARKING CONTROL INC	R	11/17/2015		254.10	076862	
	I-I508366	TRAFFIC & PARKING CONTROL INC	R	11/17/2015		9,555.00	076862	10,080.10
0268		TRUCK EQUIPMENT INC						
	I-660252-00	TRUCK EQUIPMENT INC	R	11/17/2015		389.85	076863	389.85
0272		UNIFORM SHOPPE INC						
	I-248563	UNIFORM SHOPPE INC	R	11/17/2015		119.90	076864	
	I-248569	UNIFORM SHOPPE INC	R	11/17/2015		269.95	076864	
	I-248813	UNIFORM SHOPPE INC	R	11/17/2015		36.95	076864	
	I-248831	UNIFORM SHOPPE INC	R	11/17/2015		114.80	076864	541.60
7015		US BANK EQUIPMENT FINANCE						
	I-291036770	US BANK EQUIPMENT FINANCE	R	11/17/2015		207.50	076865	207.50
0720		VACUUM PUMP & COMPRESSOR INC						
	I-66880-00	VACUUM PUMP & COMPRESSOR INC	R	11/17/2015		305.65	076866	305.65
0277		VAN'S FIRE & SAFETY INC						
	I-4078565	VAN'S FIRE & SAFETY INC	R	11/17/2015		151.00	076867	151.00
6469		WI DOCUMENT IMAGING						
	I-63288	WI DOCUMENT IMAGING	R	11/17/2015		536.20	076868	536.20
1437		WI MUNICIPAL JUDGES ASSOCIATION						
	I-201511115296	WI MUNICIPAL JUDGES ASSOCIATIO	R	11/17/2015		20.00	076869	20.00
1		ZEAMER, HELEN						
	I-201511115297	REFUND SIT&GETFI	R	11/17/2015		40.00	076870	40.00
1153		ZIGNEGO COMPANY INC						
	I-13-04 (5 FINAL)	ZIGNEGO COMPANY INC	R	11/17/2015		15,000.00	076871	15,000.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	104	0.00	759,554.90	759,554.90
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
BANK TOTALS:	104	0.00	759,554.90	759,554.90

Attachment: 11-17-15 VOUCHERS (4142 : Voucher Approval.)

PACKET: 04955 NOV 2015 COUNCIL - 2 11-

VENDOR SET: 01 CITY OF DEPERE, WI

BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	104	0.00	759,554.90	759,554.90
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	104	0.00	759,554.90	759,554.90

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	11/2015	105,953.94CR
201	11/2015	53,598.00CR
208	11/2015	385.00CR
235	11/2015	389.00CR
260	11/2015	1,005.00CR
290	11/2015	4,220.25CR
405	11/2015	421,737.50CR
460	11/2015	7,623.58CR
601	11/2015	162,738.44CR
650	11/2015	1,904.19CR
ALL		759,554.90CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 11-17-15 VOUCHERS (4142 : Voucher Approval.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 17, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Operator License Applications.

ATTACHMENTS:

- 11-17-15 Operator License List.pdf (PDF)

CITY OF DE PERE - November 17, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
		Previously Tabled Operator Licenses			
1	WALENTOWSKI II, PHILLIP A.	24 WENDY WAY	MENASHA	WI	54952
2	DECLEENE, STEVEN L.	1334 SCHEURING ROAD	DE PERE	WI	54115
		New Operator License Applications for the 2014-2016 Licensing Period			
1	BAUMANN, MIKE C.	2806 VIKING DR., APT. 313	GREEN BAY	WI	54304
2	BROOKS, CHELSIE A.	1380 SUBURBAN AVE.	GREEN BAY	WI	54304
3	DORSEY, WILLIAM G.	325 CRESTVIEW LN.	DE PERE	WI	54115
4	FERGUSON, SARA M.	819 HOWARD ST.	GREEN BAY	WI	54303
5	HEATH, MICHELE L.	527 COTTAGE GROVE	GREEN BAY	WI	54304
6	LARSON, JOSEPH A.	653 BORVAN AVE.	GREEN BAY	WI	54304
7	LIESNER, VICKIE K.	1312 SCHEURING RD.	DE PERE	WI	54115
8	MCFADZEN, KATHLEEN L.	1280 SCHEURING RD., #6	DE PERE	WI	54115
9	RASNER, OLIVIA M.	1807 BUNKER HILL CT.	DE PERE	WI	54115
10	WERNER, CAMERON B.	334 1/2 MAIN AVE.	DE PERE	WI	54115